HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
Tuesday, October 18, 2022
9:00 AM
600 S. Commerce Ave. Sebring, FL 33870
AGENDA

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

2 INVOCATION

3 PLEDGE OF ALLEGIANCE

4 ANNOUNCEMENTS

The Highlands Soil & Water Conservation District will hold a Board meeting on Tuesday, October 18, 2022, at 3:00 p.m., in the HSWCD Conference room, of the Bert J. Harris, Jr. Agricultural Center, 4505 George Blvd., Sebring

The Children's Services Council will hold a general body meeting on Wednesday, October 19, 2022, at 8:00 a.m., in the Board room, 600 S. Commerce Ave., Sebring, FL and via TEAMS Live, 1 (904) 638-2711, conference code 908011404#

The Local Mitigation Strategy Working Group, will hold a regular meeting on Wednesday, October 19, 2022, at 8:00 a.m., in Conference room 2, of the Bert J. Harris, Jr. Agricultural Center, 4505 George Blvd., Sebring

The Affordable Housing Advisory Committee will meet on Wednesday, October 19, 2022, at 3:30 p.m., in the Engineering Training Room, 505 S. Commerce Ave., Sebring

The Children's Advocacy Center Advisory Board will hold a general body meeting on Friday, October 212, 2022, at 1:00 p.m., the Engineering Training Room, 505 S. Commerce Ave., Sebring, FL and via TEAMS Live, 1 (904) 638-2711, conference code ID: 847150832#

The Highlands County Board of County Commissioners will hold a Special meeting for the purpose of discussing, considering, reviewing and providing direction related to County Administrator candidates being presented by SGR, the recruiting firm hired by the County to conduct the County Administrator search, on Tuesday, October 25, 2022, at 2:00 p.m., in the Board room, 600 S. Commerce Ave., Sebring

5 CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:

6 RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:

6.A *Interim County Administrator Laurie Hurner, Presentation of Years of Service Awards.*
Ingra Gardner, Community Services Director

No fiscal impact
Service Award Bios presenting October 18.2022.docx

7 PUBLIC COMMENT

8 CONSENT AGENDA

8.A *Request approval of the minutes from the August 16, 2022, Regular Meeting of the Board.*
081622REG.pdf

8.B *Request acceptance of the Fall Prep Girls Lacrosse Showcase Florida Sports Foundation Grant Agreement between Florida Sports Foundation Board of Directors and the Highlands County Board of County Commissioners for and on behalf of Tourist Development Fiscal Year 2022-2023.*
Leah Sauls, Development Services Director
The fiscal impact will be an increase to Fund 152 (Tourist Development Trust) in the estimated amount of up to $3,536.00 which could be appropriated to cost center 5305 (Marketing & Promotions) if needed.
FSF_Grant_Contract_-_Fall_Prep_Girls_Lacrosse.pdf

8.C *Request approval of Amendment 1 to the Agreement between Highlands County and Clean Harbors Environmental Services, Inc. for Household Hazardous Waste Collection Services*
Clinton Howerton, Jr., P.E., County Engineer
There is no fiscal impact to Fund 401 (Solid Waste) and the overall budget as there is currently $40,000.00 budgeted in FY 22/23 in Cost Center 4210 (Refuse Disposal System), Account 53117 (Hazardous Waste) for these services.
Clean harbors signed Amendment 1.pdf

8.D *Request approval of Budget Amendment 22-23-003 to adjust the Property Appraiser's funding for FY 22/23.*
David Nitz, OMB Manager
There is no fiscal impact to Fund 005 (General) or the overall budget as this budget amendment is transferring $66,153 from cost center 9990 (Budgetary Expenditures 005), account 59900 (Reserve for Contingency) to 2211 (Property Appraiser), account 54900 (Other Charges & Obligations).
22-23-003 Property Appraiser Adjustments (BA).pdf
22-23-003 Property Appraiser Adjustments (Reserve).pdf

8.E *Request approval of Budget Amendment 22-23-004 to adjust the Supervisor of Election's funding for FY 22/23.*
David Nitz, OMB Manager
There is no fiscal impact to Fund 005 (General) or the overall budget as this budget amendment is transferring $7,211.67 from cost center 9990 (Budgetary Expenditures 005), account 59900 (Reserve for Contingency
22-23-004 Supervisor of Elections Salary Adjustment (BA).pdf
22-23-004 Supervisor of Election's Salary Adjustments (Reserve).pdf

8.F *Request approval of Budget Amendment 22-23-005 to adjust the Clerk of Court's funding for FY 22/23.*

David Nitz, OMB Manager
There is no fiscal impact to Fund 005 (General) or the overall budget as this budget amendment is transferring $5,500.00 from cost center 9990 (Budgetary Expenditures 005), account 59900 (Reserve for Contingency) to cost centers 2102 (Clerk of Courts) and 2110 (Clerk of Courts Other Services), account 51001 (Personal Services Elected Official) in the amounts of $4,173.00 and $1,327.00, respectively.
22-23-005 Clerk of Courts' Salary Adjustment (BA).pdf
22-23-005 Clerk of Courts' Salary Adjustments (Reserve).pdf

8.G *Sebring Regional Airport and Industrial Park Community Redevelopment Agency (CRA) FY 2022/2023 Budget and Resolution 22-02*
Tanya Cannady, Business Services Director
There is no fiscal impact to Highlands County Board of County Commissioners.
Resolution 22-02 CRA 2022-2023 Budget Approval.pdf

8.H *Request adoption of Resolution 22-23-07 for Budget Amendment 22-23-006 to roll over budget in project numbers 21103 (FNCAC 22/23), 21039 (NCA 20220), and 21080 (Hospital District Board 21/22) to county fiscal year 2022-23.*
Julie Richardson, Children's Advocacy Center Manager
The fiscal impact is an increase to Fund 005 (General) in the amount of $185,800.64.
22-23-006 CAC Projects Rollovers (BA).pdf
22-23-006R CAC Project Rollovers (Resolution).pdf

8.I *Request approval of a letter of support for a realignment of local workforce development areas identified within Florida's Reimagining Education and Career Help (REACH) Act, in order to better address the unique needs and challenges of our rural area.*
Donna Doubleday, President/Chief Executive Officer, Career Source Heartland
101822 REACH Act support.docx

8.J *Request approval of a Renewal Quotation for the purposes of executing a purchase order with Environmental Systems Research Institute Inc. (ESRI) for Geographic Information Systems (GIS) Software for FY 22-23.*
Clinton Howerton, Jr., P.E., County Engineer
The estimated total fiscal impact is $57,750.00. The funding for the ELA will come from funds that will be budgeted in the Adopted FY 22-23 budgets within various Departments that utilize ESRI GIS software.
Esri_Quotation_26093931.PDF

8.K *Request approval of Amendment 4 to Subcontract Agreement 20-25-42 between the Board and the Ounce of Prevention Fund of Florida, Inc., outlining changes to the number of families contracted to serve, restructuring of staff composition, revised budget, and the newjob description and the creation of 4 newFamily Support & Engagement Specialist positions.*
Cynthia Acevedo, Program Manager
Highlands Amendment 4 FY 22-23 to site for Execution.pdf
Family Support Engagement Specialist (New Position 10-4-22).pdf

8.L *Request approval of the Consultant Services Agreement (CSA) No. 1 with The Lunz Group Inc. for Design, Permitting, and Construction Administration Services for the First Floor Annex Remodel.*

Brandon Gunn, Projects Manager
Leah Sauls, Development Services Director
The fiscal impact is $52,350 from Fund 180 (Building), 3440A/56200 and $17,450 from Fund 005 (General), 3996/56200Z/20082.
20-024 The Lunz Group CSA 1 FV.pdf

8.M *Request approval of Amendment 1 to the Tourism Consultant Services Agreement extending the contract for one year to Fiscal Year 22-23*
Leah Sauls, Development Services Director
The fiscal impact is an increase to Fund 152 (Tourist Development) and the overall FY22 budget in the amount of $2,880 to Cost Center 5301 (Tourist Dev - Operations), account 53400 (Contractual Services).
Amendment 1.Gray Dog.1yr.Extension .pdf

9 COMMITTEE APPOINTMENTS:

9.A *Request to appoint Joe Gleason, CEO of HCA Florida Highlands Hospital, to the Highlands County Industrial Development Authority and Economic Development Council.*
Jeff King, Executive Manager of Business and Economic Development
There is no fiscal impact.
Gleason_Joseph_Resume_2022.pdf
IDA Application - 7_16_2020.pdf

9.B *Request to appoint (2) voting members and (1) alternate member to the Construction Licensing, Enforcement and Appeals Board.*
Eric Longshore, Building Official
No fiscal impact.
Kamla Long.pdf
License Board Members 2022 rev pending approval.xlsx
Salvador_Castro_2022 (1).pdf
Armando LLado Resume.pdf

9.C *Request to appoint Mr. David D. Fearnley to the Veterans Advisory Board for a term of three (3) years as a member-at-large with a term to begin October 18, 2022.*
Denise Williams, CVSO and Kenneth Kirk, Chairman
VAB September 2022 Minutes_.pdf
VAB Fearnley application.pdf

10 PUBLIC HEARING

10.A *Public hearing to consider adoption of Large Scale Comprehensive Plan Future Land Use Amendment CPA-22-603LS, for an approximate 17.69-acre portion of an approximate 35.33-acre parcel, from Commercial (C) to High Density Residential (RH) and amend the text of the Future Land Use Element of the Highlands County 2030 Comprehensive Plan.*
Melony Culpepper, Assistant Development Services Director/Planning and Zoning Manager
Staff Report CPA-22-603LS Thurston & Harshman.pdf
Application CPA-22-603LS Thurston & Harshman.pdf

Ordinance CPA-22-603LS Thurston & Harshman.pdf

10.B *Public hearing to consider adoption of P&Z Hearing No. 2105, changing the Official Zoning Atlas for an approximate 35.33-acre parcel, from Multiple-Family Dwelling including Motel and Hotel District (R-3) and Business District (B-3) to Multiple-Family Dwelling Planned Development District (R-3 PD).*
Melony Culpepper, Assistant Development Services Director/Planning and Zoning Manager
Staff Report P&Z 2105 Thurston Harshman.pdf
Application P&Z 2105 Thurston & Harshman.pdf
Resolution P&Z 2105 Thurston & Harshman.pdf

10.C *Public hearing to consider adoption of P&Z Hearing No. 2111, changing the Official Zoning Atlas for two parcels total an approximate 20.56 acres, from Agricultural District (AU) and Multiple-Family Dwelling including Motel and Hotel District with a Flexible Unit Development (R-3 FUD) to Residential District with a Flexible Unit Development (R-1 FUD).*
Melony Culpepper, Assistant Development Services Director/Planning and Zoning Manager
Staff Report P&Z 2111 New Spring Lake Partners.pdf
Application P&Z 2111.pdf
Resolution P&Z 2111 - New Spring Lake Partners.pdf

10.D *Public Hearing to consider text amendments to Articles 1 and 3 of the Highlands County Land Development Regulations, pertaining to job titles and special exception time limits.*
Melony Culpepper, Assistant Development Services Director/Planning and Zoning Manager
LDR Amendments Summary by Section Article 1 & 3.pdf
Ordinance Amend Article 1 & 3.pdf

10.E *Public Hearing to consider text amendments to Article 2 of the Highlands County Land Development Regulations, pertaining to duplicate abbreviations, outdated terminology, and clarifying the definition of front yard.*
Melony Culpepper, Assistant Development Services Director/Planning and Zoning Manager
LDR Amendments Summary by Section Article 2.pdf
Ordinance Amend Article 2.pdf

10.F *Public Hearing to consider text amendments to Article 6 of the Highlands County Land Development Regulations, pertaining to non-conforming uses and structures.*
Melony Culpepper, Assistant Development Services Director/Planning and Zoning Manager
LDR Amendments Summary by Section Article 6.pdf
Ordinance Amend Article 6.pdf

10.G *Public Hearing to consider text amendments to Article 8 of the Highlands County Land Development Regulations, pertaining to wind ratings of disaster shelters, removal of water facility permitting, and a scrivener's error.*
Melony Culpepper, Assistant Development Services Director/Planning and Zoning

Manager
LDR Amendments Summary by Section Article 8.pdf
Ordinance Amend Article 8.pdf

10.H *Public Hearing to consider text amendments to Article 9 of the Highlands County Land Development Regulations, pertaining to the cost of upgrading unpaved County maintained roads and exemption for existing driveways.*
Melony Culpepper, Assistant Development Services Director/Planning and Zoning Manager
LDR Amendments Summary by Section Article 9.pdf
Ordinance Amend Article 9.pdf

10.I *Public Hearing to consider text amendments to Article 10 of the Highlands County Land Development Regulations, pertaining to the cost of upgrading unpaved County maintained roads and exemption for existing driveways.*
Melony Culpepper, Assistant Development Services Director/Planning and Zoning Manager
LDR Amendments Summary by Section Article 10.pdf
Ordinance Amend Article 10.pdf

10.J *Public Hearing to consider text amendments to Article 5 of the Highlands County Land Development Regulations, pertaining to multiple sections.*
Melony Culpepper, Assistant Development Services Director/Planning and Zoning Manager
There is no fiscal impact.
LDR Amendments Summary by Section Article 5.pdf
Ordinance Amend Article 5.pdf

11 ACTION AGENDA

11.A *Employee Recruitment and Retention Committee presentation of Employee Satisfaction Survey.*
Ingra Gardner, Community Programs Director
Liz Barber, Legislative Affairs & Grants Coordinator
Lori DeLoach, Purchasing Manager
PRESENTATION Employee Satisfaction Survey II.pptx
PRESENTATION Work Schedule.pptx

11.B *Request authorization to file and prosecute foreclosure action against property owner of 5801 Granada Blvd., Sebring, Florida 33872.*
David "Matthew" Raulerson, Assistant County Attorney.
The fiscal impact will be $485.00 for filing and processing fees from cost center 6306 (Code Enforcement) and account numbers 53100/53900.
5801 Granada Blvd. Lien.pdf
4 J's Group. Ltr.pdf
5801 Granada.Photos.pdf
5801 Granada Aerial.pdf

11.C *Request approval of The Children's Advocacy Center of Highlands County's National Children's Alliance reaccreditation application due on October 28, 2022 including the*

Accreditation Agreement, and License Agreement, which need to be authorized by signature by the Chairperson of the Board of Couty Commissioners.
Julie Richardson, Children's Advocacy Center Manager
The Fiscal Impact of the reaccreditation application is $3,000.00 from the general fund (005) of cost center 3995 (Children's Advocacy Center).
2022_Accreditation_Application.pdf

11.D *Request approval of the Master Services Agreement with Madden Media to preform Digital Marketing and Content Storytelling services for Visit Sebring.*
Leah Sauls, Development Services Director
There is no fiscal impact to Fund 005 (General) or the overall budget. The total contract cost for Digital Marketing and Content Storytelling with Madden Media is $173,760 per year for six years, totaling $1,042,560. This item was planned for and budgeted in the Tourist Development Division's budget for fiscal year 2022-2023 and year 1 of the contract, $173,760.00, will be paid from Fund 152 (Tourism Development), Cost Center 5305 (Marketing and Promotions), Account 54800 (Promotional Activities).
0-RFP 22-015 Madden Media Agreement - including exhibits_MM Signed Notarized.pdf

11.E *Request adoption of Resolution 22-23-08 for Budget Amendment 21-22-139 for FY 21/22 partial fiscal-year-end project budgets exceeded, closures and adjustments.*

David Nitz, OMB Manager
Angie Bollinger, Sr. Budget Analyst
The fiscal impact is an increase to Fund 192 (Impact Fee Correctional Facility), 193 (Impact Fee Fire), 194 (Impact Fee Libraries), 195 (Impact Fee Law Enforcement), 196 (Impact Fee EMS), 110 (Transportation Trust) and Fund 151 (Infrastructure Surtax) in the amounts of the $95.66, $101.44, $36.30, $28.08, $21.72, $46,372.66 and $283,230.16, respectively, and a decrease to Fund 420 (Energy Recovery) in the amount of $14,182.04 for a net increase of $315,703.98.
21-22-139 Partial FYE 21-22 Project Cleanup_Adjustments (BA).pdf
21-22-139R Partial FYE 21-22 Project Cleanup_Adjustments (Resolution).pdf
21-22-139 Partial FYE 21-22 Project Cleanup_Adjustments (Reserve).pdf

11.F *Highlands County Board of County Commission Meeting Dates*
Laurie A. Hurner
No Fiscal Impact

11.G *Request adoption of Resolution 22-23-09 for Budget Amendment 22-23-007 to adjust Board Recording Fee revenue budget and Clerk of Court's Other Government Services budget.*
Jerome Kaszubowski, Clerk of Court
The fiscal impact to Fund 005 (General) is an increase to recording fee revenues of $727,750 and a reduction to Fund Balance Brought Forward of $256,422, resulting in a net increase of $471,328. This increase is being appropriated in the Clerk of Court's other governmental services budget. The reduction of fund balance brought forward represents the FY 23 projected surplus of the Clerk's Official Records Division operations.
22-23-007 Clerk of Courts Official Records Adjustment (BA).pdf
22-23-007R Clerk of Courts Recording Fee Revenue (Resolution).pdf

12 COUNTY ADMINISTRATOR AND LEGAL

12.A *County Attorney Status Report.*
Sherry G. Sutphen, County Attorney
Legal_Long_Range_Log.docx

12.B *Commissioner's Priorities and the Project Status Report.*
Laurie Hurner, Interim County Administrator
There is no fiscal impact.
Project Updates (FINAL) 10.18.2022.pdf
Commissioner's Priorities (FINAL) 10.18.2022.pdf

13 COMMISSIONERS

14 INFORMATIONAL

14.A *Board payables from October 4, 2022 to October 17, 2022*

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: October 18, 2022

PRESENTER: **Ingra Gardner, Community Services Director**

SUBJECT/TITLE: **Interim County Administrator Laurie Hurner, Presentation of Years of Service Awards.**

STATEMENT OF ISSUE

The following employee has reached service milestone:
Administrative Secretary, Carol Damhof 15 Years

RECOMMENDED ACTION

Presentation of an Award Certificate and Pin to each recipient.

FISCAL IMPACT

No fiscal impact

Attachments: Service Award Bios presenting October 18.2022.docx

15 Years of Service

Carol Damhof was hired by the Board of County Commissioners in October 2007 as a Library Assistant. In 2012, she was promoted to Library Assistant II. Since 2015, Carol has been serving as an Administrative Secretary.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: October 18, 2022

PRESENTER:

SUBJECT/TITLE: **Request approval of the minutes from the August 16, 2022, Regular Meeting of the Board.**

RECOMMENDED ACTION

Move approval of the minutes from the August 16, 2022, Regular Meeting of the Board.

Attachments: 081622REG.pdf

REGULAR MEETING OF THE BOARD, AUGUST 16, 2022

1. The meeting was called to order at 9:04 a.m., in the Highlands County Board of County Commission Chambers at 600 S. Commerce Ave., Sebring, Florida, with the following members present:

Commissioner Kathleen G. Rapp	**Commissioner Chris Campbell**
Commissioner Kevin J. Roberts	**Commissioner Arlene Tuck**
Commissioner Scott A. Kirouac	

Also present: Laurie Hurner, Interim County Administrator, Sherry G. Sutphen, County Attorney; Jerome Kaszubowski, Clerk of Courts; and Jill Ann Shields, Deputy Clerk.

2. INVOCATION
The meeting opened with a prayer led by Pastor Chantel Parris, with the Bountiful Blessings Church of God.

3. PLEDGE OF ALLEGIANCE
The Pledge of Allegiance was led by Chief E. Laney Stearns, Public Safety Director, Highlands County Fire and Rescue.

4. ANNOUNCEMENTS
The Highlands Soil & Water Conservation District will hold a Board meeting on Tuesday, August 16, 2022, at 3:00 p.m., in conference room 3, of the Bert J. Harris, Jr. Agricultural Center, 4505 George Blvd., Sebring, FL.

The Children's Services Council will hold a general body meeting on Wednesday, August 17, 2022, at 8:00 a.m., in the Boardroom, 600 S. Commerce Ave., Sebring, FL, and via TEAMS Live, 1 (904) 638-2711, conference code 210 775 468#

The Recreation and Parks Advisory Committee will meet on Thursday, August 18, 2022, at 2:00 p.m., at the Highlands County Multi-Sports Complex, 216 Sheriff's Tower Rd., Sebring, FL.

The Children's Advocacy Center Advisory Board will hold a general body meeting on Monday, August 22, 2022, at 2:00 p.m., in the Engineering Training Room, 501 S. Commerce Ave., Sebring, FL.

The Healthy Families Highlands Advisory Board Subcommittee of the Children's Services Council will hold an Advisory Board meeting on Tuesday, August 23, 2022, at 9:00 a.m., at 7205 S. George Blvd., Sebring, FL.

The Affordable Housing Advisory Committee will meet on Wednesday, August 24, 2022, at 2:00 p.m., in the Building Department conference room, 501 S. Commerce Ave., Sebring, FL.

The Highlands County Hospital District Board of Commissioners will meet on Thursday, August 25, 2022, at 1:30 p.m., in the Boardroom, 600 S. Commerce Ave., Sebring, FL.

The Veterans Advisory Board will meet on Thursday, September 1, 2022, at 3:30 p.m., in the Veterans Services Office, 7209 S. George Blvd., Sebring, FL.

The Highlands County Board of County Commissioners will hold a Budget Public Hearing on Thursday, September 8, 2022, at 5:30 p.m., in the Boardroom, 600 S. Commerce Ave., Sebring, FL.

The Highlands County Board of County Commissioners will hold a Final Budget Public Hearing on Tuesday, September 20, 2022, at 5:30 p.m., in the Boardroom, 600 S. Commerce Ave., Sebring, FL.

5. CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:
No report.

6. RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:

A. Presentation of Interim Financial Report of Key Operating Performance Measures for the 3rd Quarter of Fiscal Year 2022 (As of June 30, 2022).

Jackie Gabrus, Clerk of Court's Senior Accountant, presented the Interim Financial Report of Key Operating Performance Measures for the 3rd Quarter of Fiscal Year 2022 (as of June 30, 2022) and the Employee Benefit Fund Forecast for the Fiscal Year Ending September 30, 2022. ***See Clerk's Financial Reporting file & SMB 149 Page 39.***

7. PUBLIC COMMENT
Mr. Greg Dunlop, president of the Placid Lakes Home & Property Owners Association, came before the Commission to provide an update on the association's pursuit of the sale of two properties owned by Placid Lakes Special Benefits District and addressed his concerns.

Commissioner Roberts questioned whether the county is working on this matter and if it is scheduled to be presented to the Commission. Sherry Sutphen, County Attorney, stated it is not scheduled, but if it does come back before the Commission for presentation and further discussion, it would come before the district meeting because these properties are owned by the district. Laurie Hurner, Interim County Administrator, stated it will be added to the special districts' agenda for the next meeting. Matt Raulerson, Assistant County Attorney addressed questions raised by Commissioner Tuck.

8. CONSENT AGENDA
Laurie Hurner, Interim County Administrator, requested item 8M be pulled from the agenda and brought back September 6, 2022.

Commissioner Kirouac moved approval to accept the consent agenda as presented, with the moving of item 8M to a later meeting, and items 8D and 8G to the action agenda, becoming items 10E and 10F. Commissioner Tuck seconded the motion.

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

A. Request approval to accept into the record the Court-related and other Miscellaneous Funds Revenue and Expenditures Summary, for the Quarter ended June 30, 2021. *See SMB 149 Page 40.*

B. Request approval for the Interlocal Agreement between Highlands County, Florida and the Town of Lake Placid for Operation and Maintenance of the Recreational Facilities for FY 21/21. *See Town of Lake Placid file.*

C. Request approval of Amendment 2 to the agreement between Highlands County and Excavation Point, Inc., for the construction of the CR 623 (Kenilworth Blvd) Mill and Resurfacing Project No. 18009, and ITB No. 21-003. *See Excavation Point, Inc. file.*

D. ~~**Request approval of Budget Amendment 21-22-117 to realign funds within cost center 6102 Parks & Facilities and transfer funds from Parks & Facilities cost center to Courthouse Facilities 1031.**~~ *This item was moved to the action agenda and renumbered 10E.*

E. **Request approval of Budget Amendment 21-22-107 to realign funding within Fire Assessment.** *See SMB 149 Page 41.*

F. **Request approval of Amendment 3 to the agreement between Highlands County and Excavation Point, Inc., for the construction of the CR 623 (Kenilworth Blvd) Mill and Resurfacing Project No. 18009, and ITB No. 21-003.** *See Excavation Point, Inc. file.*

G. ~~**City of Sebring Community Redevelopment Agency (A Component Unit of the City of Sebring, Florida) Financial Statements FYE 9/30/21.**~~ *This item was moved to the action agenda and renumbered 10F.*

H. **Request adoption of Resolution 21-22-155 for Budget Amendment 21-22-115 to Adjust and Close Projects 15072, 18034 and 20007.** *See Res. Book 33 Page 71 & SMB 149 Page 42.*

I. **Request approval of Budget Amendment 21-22-118 for 3rd quarter FY 22 reemployment charges.** *See SMB 149 Page 43.*

J. **Request adoption of Resolution 21-22-158, pertaining to the Department of Transportation Safe Streets for All (SS4A) Action Plan grant.** *See Res. Book 33 Page 72 & SMB 149 Page 44.*

K. **Request adoption of Resolution 21-22-159 for Budget Amendment 21-22-119 to appropriate Grant Funds to Project 21106 SCAAP 2020.** *See Res. Book 33 Page 73 & SMB 149 Page 45.*

L. **Request approval of Budget Amendment 21-22-120 to realign budget in cost center 2107 Human Resources.** *See SMB 149 Page 46.*

M. ~~**Request approval for Budget Amendment 20-21-113 to clean up Project 18366 and close out FY 19/20.**~~ **(This item was pulled from the agenda).** *See SMB 149 Page 47.*

9. PUBLIC HEARING

A. **Request adoption of Resolution 21-22-157, pertaining to the re-imposition of the Solid Waste Special Assessment.**

Clinton Howerton, Jr., County Engineer, presented. This public hearing was properly advertised, and a proof of publication was submitted to the Clerk to become part of the permanent record. Mr. Howerton addressed questions raised by the Commission.

Chairman Rapp opened the floor for public comment. Input was not provided.

Commissioner Campbell moved approval to adopt Resolution 21-22-157, re-imposing the Solid Waste Assessment as presented in the provided resolution. Commissioner Roberts seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 33 Page 74 & SMB 149 Page 48.***

10. ACTION AGENDA

Laurie Hurner, Interim County Administrator, suggested it may be advantageous for the consent items that were added to the end of the action agenda be heard first due to the budget presentation (item number 10D) being the lengthiest.

Chairman Rapp requested direction from County Attorney Sherry Sutphen. Ms. Sutphen stated items 10E and 10F may either be heard first or right before item 10D.

Chairman Rapp suggested these two items be heard first under the action agenda.

Commissioner Kirouac moved approval to set the action agenda as presented, with the exception of addressing items 10E and 10F first. Commissioner Campbell seconded the motion.

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

A. Request to adopt Resolution 21-22-120 to Vacate a Drainage and Utility Easement – 428 Darter Street NW, Lake Placid, FL 33852.

JD Langford, Assistant County Engineer, presented the request and read the caption of the proposed resolution into the record. This public hearing was properly advertised, and a proof of publication was submitted to the Clerk to become part of the permanent record.

Chairman Rapp opened the floor for public comment. Input was not provided.

Commissioner Campbell moved approval to adopt Resolution No. 21-22-120 to vacate a portion of the existing drainage and utility easement as described in the resolution, effectively closing, vacating, abandoning, and discontinuing all rights of the county and the public, in and to the easement and any lands in connection herewith. Commissioner Kirouac seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 33 Page 75 (Recorded in Official Records Book 2926 Page 1928) & SMB 149 Page 49.***

B. Request approval of the supplement to the Local Agency Program (LAP) Agreement ("Supplement Agreement") between the State of Florida Department of Transportation (FDOT) and Highlands County and request adoption of Resolution 21-22-153 for Budget Amendment 21-22-112.

JD Langford, Assistant County Engineer, and Kenya A. Anderson, Project Manager, presented the request.

Chairman Rapp opened the floor for public comment. Input was not provided.

Commissioner Roberts moved approval of the supplement to the Local Agency Program (LAP) Agreement ("Supplement Agreement") between the State of Florida Department of Transportation (FDOT) and Highlands County and move to adopt Resolution 21-22-153 for Budget Amendment 21-22-112 in the amount of $735,176. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 33 Page 76 (Res. No. 21-22-144), Res. Book 33 Page 77 (Res. No. 21-22-153), FDOT file & SMB 149 Page 50.***

C. Request Adoption of Resolution 21-22-154 for Budget Amendment 21-22-114 to appropriate additional revenue from program income.

Lucy Castillo, Housing Programs Coordinator, presented the request.

Chairman Rapp opened the floor for public comment. Input was not provided.

Commissioner Kirouac moved approval to adopt Resolution 21-22-154 for Budget Amendment 21-22-114 to appropriate additional revenue to SHIP accounts from program income, to accomplish additional SHIP Program projects. Commissioner Roberts seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 33 Page 78 & SMB 149 Page 51.***

D. Presentation to consider the Proposed Budget for FY 22/23.

Laurie Hurner, Interim County Administrator, David Nitz, OMB Manager, Angie Bollinger, Senior Budget Analyst, and Tanya Cannady, Business Services Director, presented the Proposed Budget for FY 22/23. ***See SMB 149 Page 52.***

In regards to the 100% grant-funded programs, Ms. Hurner gave kudos to additional staff across the organization and stated the $4 million is a nice number and it is growing as they are waiting on additional grants now.

Mr. Nitz stated the general fund is currently at 8.30 mils with $1.2 million in fund balance and provided the following options for the final budget:

- Identify Additional Reductions/Revenues
- Change Millage / Fund Balance budgeted
- Combination of any of the above

Chairman Rapp recommended for discussion that the millage should come down to at least 8.10 and opened the floor to questions and comments for David Nitz.

Mr. Nitz and Ms. Hurner expressed their concerns and addressed questions and concerns raised by the Commission.

Chairman Rapp opened the floor for public comment. Input was not provided.

The Commission reached a consensus to set the millage at 8.10 and recognized the OMB Department and staff with a standing ovation.

As liaison to the Sun 'N Lakes of Sebring Improvement District Board and also being his district, Commissioner Kirouac shared the District's concern for their growing community and their request to have the county look into paving Schumacher Road where it turns into a dirt road, as Sun 'N Lakes Boulevard is the only county-maintained road in Sun 'N Lakes.

Commissioner Kirouac stated he is requesting a capital financial strategy (CFS) project that would come out of infrastructure surtax dollars and in speaking with staff on the proposed FY 22/23 budget, there is an item for a three-year funding project with a Road & Bridge office expansion and remodeling that starts this year, with funding included in the budget numbers discussed today totaling $485,000 with $400,000 for the first year and will not finish up until the 24/25 budget cycle.

Commissioner Kirouac stated he spoke with Jonathan Harrison, Road & Bridge Director, and Tanya Cannady, Business Services Director, regarding this project and questioned if the Board would approve reducing the construction allotment in this fiscal year from $400,000 to $300,000 and move $100,000 into a new capital project request for the pavement of Schumacher Road.

Jonathan Harrison, Road & Bridge Director, commented on the meeting with Commissioner Kirouac and Business Services Director Tanya Cannady and provided a brief history on this project and shared information from the county's road improvement policy.

Commissioner Kirouac addressed questions raised by Commissioner Campbell and Commissioner Roberts.

Since this item was not on the agenda, County Attorney Sherry Sutphen stated a motion could not be proposed, but a consensus can be made to bring this item back during budget discussions.

After further discussion, Chairman Rapp questioned the Board if there is a consensus to move funds of $100,000 in the budget from Road & Bridge to capital infrastructure. There was a consensus from the Board as stated by Chairman Rapp.

E. (Consent Agenda Item 8D) Request approval of Budget Amendment 21-22-117 to realign funds within cost center 6102 Parks & Facilities and transfer funds from Parks & Facilities cost center to Courthouse Facilities 1031.

Lance Marine, Parks & Facilities Director, presented the request. County Attorney Sherry Sutphen and Mr. Marine addressed questions raised by Commissioner Tuck. Laurie Hurner, Interim County Administrator, addressed questions raised by Commissioner Roberts.

Chairman Rapp opened the floor for public comment. Input was not provided.

Commissioner Kirouac moved approval of Budget Amendment 21-22-117 to realign funds within cost center 6102 Parks & Facilities and transfer funds from Parks & Facilities cost center to Courthouse Facilities 1031. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 149 Page 53.***

F. (Consent Agenda Item 8G) City of Sebring Community Redevelopment Agency (a Component Unit of the City of Sebring, Florida) Financial Statements FYE 9/30/21.

Tanya Cannady, Business Services Director, presented the City of Sebring Community Redevelopment Agency (a Component Unit of the City of Sebring, Florida) Financial Statements FYE 9/30/21. Ms. Cannady and County Attorney Sherry Sutphen addressed questions raised by Commissioner Tuck.

Because the CRA belongs to the City, Sherry Sutphen, County Attorney, stated the Board is not accepting the financial statements but rather "acknowledging" them into the record and suggested the motion reflect this change.

Chairman Rapp opened the floor for public comment. Input was not provided.

Commissioner Kirouac moved approval to acknowledge into the record the Annual Financial Statements and Auditor's Report for FYE September 30, 2021 for City of Sebring Community Redevelopment Agency. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See City of Sebring CRA file.***

11. COUNTY ADMINISTRATOR & LEGAL

A. County Attorney Status Report.

Sherry G. Sutphen, County Attorney, presented the County Attorney Status Report. ***See SMB 149 Page 54.***

In regards to Resolution 21-22-147 for the Aquatic Spraying Cost Share Program Policy, Ms. Sutphen provided the revision to the policy per the Board's request at the August 2, 2022 meeting and stated it will be attached to the resolution and signed today. ***See Res. Book 33 Page 79 & SMB 149 Page 55.***

Ms. Sutphen provided an update on the recruitment process for County Administrator.

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

Laurie A. Hurner, Interim County Administrator, presented the Commissioner's Priorities and the Project Status Report. ***See SMB 149 Page 56.***

Ms. Hurner and Commissioner Roberts provided an update on the Memorial Drive culvert project.

Jeff King, Executive Manager of Business & Economic Development, provided an update on the new business that will be relocating to the recently sold property at 12537 Distribution Boulevard, commonly known as the Georgia Pacific building, and addressed questions raised by the Commission.

Laurie Hurner, Interim County Administrator, and Jeff King, Executive Manager of Business & Economic Development, provided an update on the broadband project and addressed questions raised by the Commission.

12. COMMISSIONERS

Commissioner Kirouac shared that Southwest Florida Water Management District is doing a watershed study for Jack Creek Watershed and has sent out letters explaining what they are doing in this study. Commissioner Kirouac shared how important this is and encouraged the public who have received this letter and are experiencing flooding during heavy rainstorms, to please follow the directions in this letter and to submit pictures or comments with their address, as this will help SWFWMD perform the study and potentially help with future funding to correct some of the drainage issues in the county.

In regards to the watershed study, JD Langford, Assistant County Engineer, provided input and encouraged the public to participate in this study.

Interim County Administrator Laurie Hurner stated this information will be released today at 5:30 p.m. on the County's Facebook page to encourage residents in that direction.

Commissioner Tuck stated she has received concerns from citizens in Placid Lakes regarding a resident that has at least 15 dogs at her residence and was asked if the county would consider an ordinance indicating the maximum number of animals that can be kept in a residential area.

County Attorney Sherry Sutphen stated that with the Board's direction, staff can draft an ordinance that will limit this number by ordinance and/or zoning district.

Commissioner Roberts questioned if it is permissible to have a business of selling or raising dogs in the home and suggested this matter be considered.

Commissioner Roberts recognized the Children's Advocacy Center's new manager, Julie Anderson Richardson, and offered positive words of affirmation in choosing her as the child advocate.

Commissioner Campbell recognized Jonathan Harrison, Road & Bridge Director, and his crew for their hard work getting Heron Road open sooner than it was projected, and stated residents and the school board will be happy, as this road is highly used in their bus routes.

Chairman Rapp also commented on Southwest Florida Water Management District's letter regarding watershed flooding and stated the board voted unanimously to fund the studies to help remedy this situation and encouraged citizens to follow through with the letter.

Chairman Rapp thanked the OMB Department and all the staff for their hard work and stated she is proud of them, and the Board too, for their fiscal conservativeness. Chairman Rapp stated it has been a long time since the county has seen a tax cut.

13. INFORMATIONAL

A. Board payables from August 2, 2022 to August 15, 2022. *See Check Reports 2022 file.*

14. ADJOURN

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

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

The meeting was adjourned at 11:30 a.m.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: October 18, 2022

PRESENTER:	**Leah Sauls, Development Services Director**
SUBJECT/TITLE:	**Request acceptance of the Fall Prep Girls Lacrosse Showcase Florida Sports Foundation Grant Agreement between Florida Sports Foundation Board of Directors and the Highlands County Board of County Commissioners for and on behalf of Tourist Development Fiscal Year 2022-2023.**

STATEMENT OF ISSUE

Fall Prep Girls Lacrosse Showcase - Florida Sports Foundation Grant Agreement between the Florida Sports Foundation Board of Directors and the Highlands County Board of County Commissioners is an agreement to accept funds allocated to the Tourism Development Council (TDC) to support the Fall Prep Girls Lacrosse Showcase. The grant is required to be executed by the Board of County Commissioners in order to be considered for grant funding. The award from the TDC is based on expenditures for allowed expenses on behalf of Fall Prep Girls Lacrosse Showcase.

RECOMMENDED ACTION

Move to accept the Fall Prep Girls Lacrosse Showcase Florida Sports Foundation Grant Agreement between the Florida Sports Foundation Board of Directors and the Highlands County Board of County Commissioners for and on behalf of Tourist Development Fiscal Year 2022-2023.

FISCAL IMPACT

The fiscal impact will be an increase to Fund 152 (Tourist Development Trust) in the estimated amount of up to $3,536.00 which could be appropriated to cost center 5305 (Marketing & Promotions) if needed.

Attachments: FSF_Grant_Contract_-_Fall_Prep_Girls_Lacrosse.pdf

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6/7/2022

Visit Sebring
Casey Hartt, Lead Marketing Consultant
501 S Commerce Avenue

Sebring, FL 33870

Dear Casey

We are pleased to inform you that the Florida Sports Foundation Board of Directors has approved the following grant(s):

$3,536 for Fall Prep Girls Lacrosse Showcase

Please accept the amount of this conditional award by signing the attached contract agreement within thirty (30) days. A checklist is provided below for your convenience.

- **Read and sign contract electronically or sign and return two printed copies to FSF**
- **Make sure a certificate of insurance naming Florida Sports Foundation is in place and a copy is sent to FSF 15 days prior to the event.**
- **A post event report is required per FSF Policies & Procedures for disbursement and should include:**
    - Front and back copies of cancelled checks, or electronic funds transfers, from grantee to third party for reimbursable expenses.
    - An invoice supporting charges paid above.
    - Proof of display of FSF Branding. Such branding will be in the following forms:
        - Display of the "COME PLAY IN FLORIDA" logo on event website,
        - Display of the "COME PLAY IN FLORIDA" banner at the event site.

NB: Please use this link for our media & branding guidelines. (https://playinflorida.com/media-library/)

The post event report can be found and completed on our website.

If you have any questions or concerns, please contact us at (407) 956-5664.

Sincerely,

Liese Abili

Liese Abili
Vice President, Sports Development

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FLORIDA SPORTS FOUNDATION
Major Grant Program - Grant Agreement

THIS GRANT AGREEMENT entered into this day, **6/7/2022** , by and between the Florida Sports Foundation, Inc., a division of Enterprise Florida, Inc., hereinafter referred to as the "Grantor" and **Visit Sebring** , hereinafter referred to as the "Grantee".

WITNESSETH

WHEREAS, the State of Florida Legislature mandated in Section 288.901(f), Florida Statutes, that the Grantor shall assist and market professional and amateur sport teams and sporting events in Florida; and the Grantor is empowered to make grants of funds in accordance with the promotion of major and minor sporting events; and,

WHEREAS, the Florida Sports Foundation has approved an appropriation for such grant.

IT IS, in consideration of the mutual undertakings and agreements hereinafter set forth, agreed between the Grantor and the Grantee as follows:

1.0 **PARTIES:**

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

Florida Sports Foundation
101 North Monroe Street, Suite 1000
Tallahassee, FL 32301

Visit Sebring
Casey Hartt
501 S Commerce Avenue
Sebring, FL 33870

2.0 **NOTICES**:

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

3.0 **GRANT DESCRIPTION**:

The Grantee will expend grant funds in accordance with "Paragraph 6.0 a" and "Attachment A". Funds made available by the Grantor pursuant to this Grant Agreement shall be expended solely for the purpose of the project and the legislatively appropriated purpose.

(a) Grantee: **Visit Sebring**

(b) Payee: **Visit Sebring**

(c) Name/Date of Event: **Fall Prep Girls Lacrosse Showcase - 9/16/2022 thru 9/18/2022**

(d) Total Amount of Grant**: $**

(e) Project Budget: As provided in Grant Application.

(f) Reporting Schedule: Grantee shall submit final report and request for reimbursement within ninety (90) days of the last day of the event, except for all events taking place in June, which are due by the first day of September following the event.

(g) Grant Period: **6/7/2022 through the end of Event**

4.0 **GRANT REQUIREMENTS**:

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(a) Audit: Grantee will complete a post event report, an accounting of the events financial activity, and proper use of funds provided by this Agreement, within ninety (90) days after the event and provide documentation evidencing the direct impact of the event. The Grantee agrees to comply with the audit requirement of Sections 215.97 and 17.03, Florida Statutes, and all applicable Rules of the Auditor General as referenced in Attachment A.

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

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

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

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

5.0 **TERMINATION**:

(a) Breach: The Agreement may be terminated by the Grantor for breach upon failure of the Grantee to perform any requirement or provisions of this Agreement upon no less than twenty-four (24) hours written notice from the time the Grantor becomes aware of the breach. If Grantor determines that a breach of any provision of this agreement has occurred, Grantor has the right to withhold a portion of the grant award as determined by the Board of Directors.

(b) Refusal to Grant Public Access: This Agreement may be terminated by the Grantor for refusal by the Grantee to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Grantee in conjunction with this Agreement.

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(Section 287.058, Florida Statutes)

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

(a) All persons employed during the contract term by the contractor to perform employment duties within Florida; and
(b) All persons (including subcontractors) assigned by Grantee to perform work pursuant to this agreement.

6.0 **PAYMENTS**:

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

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

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

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

7.0 **LEGAL REQUIREMENTS**:

(a) With respect to its interpretation, construction, effect, performance, enforcement, and all other matters, this Grant Agreement shall be governed by, and be consistent with, the whole law of the state of Florida, both procedural and substantive. Any and all litigation arising under this Grant Agreement shall be brought in the appropriate state of Florida court in Leon County, Florida.

(b) Grantee agrees to comply with any and all applicable federal, state, and local laws related to the execution of the Grant Agreement.

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

9.0 **MISCELLANEOUS:**

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

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

(c) The Grantee affirms that it is aware and knowledgeable of the Grantor's Grant Program Policies & Procedures in place and effective throughout the term of this Grant Agreement, which contains information and documentation required for the release of grant funds not found in this Agreement.

(d) The Grantee agrees to coordinate with other components of State and local economic development systems, and avoid duplication of existing State and local services and activities.

10.0 **VENDORS ON SCRUTINIZED COMPANIES LIST:**

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

11.0 **TIME IS OF THE ESSENCE:**

Time is of the essence regarding the performance obligations set forth in this Agreement. Deadlines to timely complete deliverables, reports, information and documentation shall be strictly construed.

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

Florida Sports Foundation

_____

_____
Date

For Visit Sebring

_____
Signature - Authorized Agent

_____
Title

_____
Date

The remainder of this page is intentionally left blank.

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Attachment A

THIS IS A STATE FUNDED AWARD

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

2. State Project

FLORIDA SPORTS FOUNDATION Funding FY 2022-2023		
Line Item	**Title**	**Fund**
2324	Grants and Aids – FLORIDA SPORTS FOUNDATION	State Economic Enhancement and Development (SEED) TF
2324	Grants and Aids – FLORIDA SPORTS FOUNDATION	Professional Sports Development TF

Catalog of State Financial Assistance

Standard state project number identifier: **40.040**

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

Agency: **Department of Economic Opportunity**

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

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

Specific Appropriation: **Line Item 2324**

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

Authorization: **GAA**

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

4. Additional information regarding the Florida Single Audit Act can be found at: https://apps.fldfs.com/fsaa/statutes.aspx

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: October 18, 2022

PRESENTER: **Clinton Howerton, Jr., P.E., County Engineer**

SUBJECT/TITLE: **Request approval of Amendment 1 to the Agreement between Highlands County and Clean Harbors Environmental Services, Inc. for Household Hazardous Waste Collection Services**

STATEMENT OF ISSUE

Attached for your approval is Amendment 1 to the Agreement between Highlands County and Clean Harbors Environmental Services, Inc. (Clean Harbors) for extending piggybacking off Agreement No. 17-2234BLS Collection and Removal of Household Hazardous Waste (HHW) between Manatee County and Clean Harbors for an additional period through March 5, 2023. The Agreement will allow the Highlands County Board of County Commissioners (HCBCC) to piggyback off the Agreement between Clean Harbors and the County of Manatee for costs and services to provide the identification, collection, handling, consolidation, packaging, transportation, treatment, storage and disposal of Household Hazardous waste generated by households at the Household Hazardous Waste collection events held at the Highlands County Recycling Center located at 6000 Skipper Road, Sebring or the Highlands County Solid Waste Management Center at 12700 Arbuckle Creek Road, Sebring.
The Agreement will extend the duration of the Highlands County Agreement with Clean Harbors through March 5, 2023, with zero additional one-year renewals remaining.

RECOMMENDED ACTION

Move to approve Amendment 1 to the Agreement between Highlands County and Clean Harbors Environmental Services Inc. for Household Hazardous Waste Collection Services for an additional one-year term.

FISCAL IMPACT

There is no fiscal impact to Fund 401 (Solid Waste) and the overall budget as there is currently $40,000.00 budgeted in FY 22/23 in Cost Center 4210 (Refuse Disposal System), Account 53117 (Hazardous Waste) for these services.

Attachments: Clean harbors signed Amendment 1.pdf

AMENDMENT 1 TO THE AGREEMENT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY
AND CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

THIS AMENDMENT made by and between Highlands County, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as the COUNTY and Clean Harbors Environmental Services, Inc., 7001 Kilo Avenue, Bartow, Florida 33830 hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, on October 19, 2021, the COUNTY executed a Piggyback Agreement with the Clean Harbors Environmental Services, Inc., to provide Collection and Removal of Household Hazardous Waste Services to the COUNTY (hereinafter referred to as "Agreement"), based on the solicitation and agreement negotiated by Manatee County through Agreement Number 17-2234BLS; and

WHEREAS, effective March 6, 2022, Manatee County approved Amendment No. 7, to its agreement with Clean Harbors Environmental Services, Inc., to extend the term, and update the fee schedule; and

WHEREAS, the County has determined that it is in the best interest of the citizens of Highlands County for it to further extend the term of its Agreement with the CONTRACTOR under the terms and conditions between the CONTRACTOR and Manatee County as revised by Amendment No. 7.

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 CITY and the CONTRACTOR is amended as follows:

1. SECTION 1, TERM, is hereby amended to extend the term of the Agreement retroactively back to March 6, 2022, through March 5, 2023.

2. SECTION 2, SERVICES AND PRICING, is hereby amended to replace the Fee Rate Schedule with the rates set forth in **Exhibit B.07**, attached hereto.

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

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

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Amendment effective the _____day of _____, 2022.

BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY

_____

Kathleen G. Rapp, Chair

ATTEST:

_____

Jerome Kaszubowski, Clerk

CONTRACTOR

By: _____

Print: Glenn Kennedy

Title: District Vice President

STATE OF Georgia
COUNTY OF Gwinnett

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization of Glenn Kennedy, as DVP of Clean Harbors, who personally sworn or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced Georgia Drivers License as identification, and who did/did not take an oath this 4th day of October, 2022.

(stamp)

ASHLEY LEE
NOTARY PUBLIC
Gwinnett County
State of Georgia
My Comm. Expires July 11, 2023

_____

NOTARY PUBLIC

EXHIBIT B.07
REVISED FIX RATE SCHEDULE
EFFECTIVE MARCH 6, 2022

Report ID: 55976
MANATEE222 - Manatee County HHW Contract

CleanHarbors
ENVIRONMENTAL SERVICES®

Clean Harbors House Hold Hazardous Waste Pricing Schedule

Labor, Equipment and Materials

Description	UOM		Price (USD)
FIELD PERSONNEL			
Field Technician	HR		$41.00
Field Technician Overtime	HR		$41.00
Chemist	HR		$48.00
Chemist Overtime	HR		$48.00
Equipment Operator	HR		$48.00
Equipment Operator, Overtime	HR		$48.00
Lead Chemist	HR		$48.00
Lead Chemist Overtime	HR		$48.00
ADMINISTRATIVE/MANAGERIAL PERSONNEL			
Project Manager	HR		$54.00
Project Manager Overtime	HR		$54.00
SUPPORT EQUIPMENT			
Box Truck	HR	no charge	$0.00
Pickup/Van/Car/Crew Cab	HR	no charge	$0.00
Rolloff Container with Tarp & Bows	DAY	no charge	$0.00
SPECIALTY EQUIPMENT			
Forklift, 2,000Lb Capacity	DAY		$366.00
DOT SHIPPING CONTAINERS			
16 Gal / 70 L Open Poly Drum 1H2/Y56/S	EA		$36.00
20 Gal / 80 Litre Fiber Drum	EA		$28.00
20 Gal / 80 Litre Poly Drum (1H2/Y56/S)	EA		$43.00
30 Gal / 120 Litre Closed Poly Drum 1H1/Y1.8/100	EA		$43.00
30 Gal / 120 Litre Fiber Drum 1G/X56/S	EA		$62.00
30 Gal / 120 Litre Open Poly Drum 1H2/Y142/S	EA		$43.00
5 Gal / 20 Litre Poly Drum 1H2/Y1.5/60	EA		$22.00
5 Gal / 20 Litre Steel Drum 1A2/Y1.8/100	EA		$43.00
55 G / 205 L Steel Drum, Reconditioned 1A2/Y1.2/100 (17-H)	EA		$43.00
55 Gal / 205 Litre Open Head Poly, Reconditioned Drum 1H2/Y2	EA		$68.00
85 G / 320 L Steel Drum, Reconded 1A2/X400/S (Overpack)	EA		$266.00
Flexbin, 1 Cubic Yard Flexbin 11G/Y/2022/1122	EA		$115.00
Lab pak box, 20 gal, UN4G/Y75/S HD poly liner included	EA		$28.00
Lab pak box, 30GAL, un 4g/y113/s HD poly liner included	EA		$31.00
Lab pak box, 5 gal, UN 4G/X18/S HD poly liner included	EA		$17.00
Lab pak box, 55gal UN 4G/Y147.3/S HD poly liner included	EA		$37.00
ABSORBENT MATERIALS			
Vermiculite 4 cuft	BAG		$43.00



Report ID: 55976

MANATEE222 - Manatee County HHW Contract

Clean Harbors House Hold Hazardous Waste Pricing Schedule

Labor, Equipment and Materials

Description	UOM	Price (USD)
MISCELLANEOUS		
Standard Clean Pack PPE	EA	$11.50
Mobilization of Equipment	EA	$845.00
Roll off spot charge	EA	$403.00
Rolloff Poly Liner	EA	$60.00

Waste Code Disposal Pricing

Waste Code	Description	UOM	Price (USD)
A22K	LOW BTU ORGANIC LIQUID	20DM	$126.00
A22K	LOW BTU ORGANIC LIQUID	30DM	$157.00
A22K	LOW BTU ORGANIC LIQUID	55DM	$209.00
A31	SPECIFICATION OILS	20DM	$54.00
A31	SPECIFICATION OILS	30DM	$68.00
A31	SPECIFICATION OILS	55DM	$90.00
A32	SPECIFICATION OIL & WATER	20DM	$61.00
A32	SPECIFICATION OIL & WATER	30DM	$76.00
A32	SPECIFICATION OIL & WATER	55DM	$101.00
B22A	CONCENTRATED ACIDS 21-49%	05DM	$169.00
B22A	CONCENTRATED ACIDS 21-49%	20DF	$169.00
B22A	CONCENTRATED ACIDS 21-49%	30DM	$198.00
B22A	CONCENTRATED ACIDS 21-49%	55DM	$264.00
B22B	CONCENTRATED BASES	05DM	$169.00
B22B	CONCENTRATED BASES	20DF	$169.00
B22B	CONCENTRATED BASES	30DM	$194.00
B22B	CONCENTRATED BASES	55DM	$260.00
B29O	CYANIDE AND SULFIDE SOLUTIONS FOR INCINERATION	LBS	$3.94
Minimum Price $178.00 per 5 gallon pail			
Minimum Price $178.00 per 15 gallon drum			
Minimum Price $355.00 per 20 gallon drum			
Minimum Price $444.00 per 30 gallon drum			
Minimum Price $592.00 per 55 gallon drum			
B35	GLYCOLS	20DM	$65.00
B35	GLYCOLS	30DM	$81.00
B35	GLYCOLS	55DM	$108.00
CCC	ISOCYANATES	20DM	$316.00
CCC	ISOCYANATES	30DM	$395.00
CCC	ISOCYANATES	55DM	$526.00
CCRC	CORROSIVE INCINERABLES	05DM	$139.00
CCRC	CORROSIVE INCINERABLES	20DM	$278.00
CCRC	CORROSIVE INCINERABLES	30DM	$347.00
CCRC	CORROSIVE INCINERABLES	55DM	$463.00



Report ID: 55976

MANATEE222 - Manatee County HHW Contract

Clean Harbors House Hold Hazardous Waste Pricing Schedule

Waste Code Disposal Pricing

Waste Code	Description	UOM	Price (USD)
CCRKS	SLUDGES AND LIQUID/SOLIDS FOR INCINERATION	05DM	$169.00
CCRKS	SLUDGES AND LIQUID/SOLIDS FOR INCINERATION	20DM	$318.00
CCRKS	SLUDGES AND LIQUID/SOLIDS FOR INCINERATION	30DM	$396.00
CCRKS	SLUDGES AND LIQUID/SOLIDS FOR INCINERATION	55DM	$529.00
CCS	CHARACTERISTIC SOLIDS FOR STABILIZATION	20DM	$114.00
CCS	CHARACTERISTIC SOLIDS FOR STABILIZATION	30DM	$143.00
CCS	CHARACTERISTIC SOLIDS FOR STABILIZATION	55DM	$190.00
CCSS	SEMI-SOLIDS FOR STABILIZATION	05DM	$84.00
CCSS	SEMI-SOLIDS FOR STABILIZATION	20DM	$148.00
CCSS	SEMI-SOLIDS FOR STABILIZATION	30DM	$181.00
CCSS	SEMI-SOLIDS FOR STABILIZATION	55DM	$235.00
CFL1	MERCURY BULBS FOR RECLAMATION	LBS	$1.23
Minimum Price $93.00 per 4 foot bulbs in a box			
Minimum Price $93.00 per 8 foot bulbs in a box			
CFL2	MISC. MERCURY BULBS FOR RECLAIM	LBS	$4.49
Minimum Price $93.00 per 5 gallon pail			
Minimum Price $185.00 per 20 gallon drum			
Minimum Price $231.00 per 30 gallon drum			
Minimum Price $309.00 per 55 gallon drum			
CFL3	MERCURY BULBS FOR STABILIZATION	LBS	$4.49
Minimum Price $93.00 per 5 gallon pail			
Minimum Price $185.00 per 20 gallon drum			
Minimum Price $231.00 per 30 gallon drum			
Minimum Price $309.00 per 55 gallon drum			
CFL4	MISC. MERCURY BULBS FOR RECLAIM	LBS	$4.49
Minimum Price $93.00 per 5 gallon pail			
Minimum Price $185.00 per 20 gallon drum			
Minimum Price $231.00 per 30 gallon drum			
Minimum Price $309.00 per 55 gallon drum			
CFL5	LOW PRESSURE SODIUM LAMPS FOR RECLAIM	LBS	$4.49
Minimum Price $93.00 per 5 gallon pail			
Minimum Price $185.00 per 20 gallon drum			
Minimum Price $231.00 per 30 gallon drum			
Minimum Price $309.00 per 55 gallon drum			
CFL6	UV LAMPS FOR RECLAIM	LBS	$5.40
Minimum Price $93.00 per 5 gallon pail			
Minimum Price $185.00 per 20 gallon drum			
Minimum Price $231.00 per 30 gallon drum			
Minimum Price $309.00 per 55 gallon drum			



Report ID: 55976

MANATEE222 - Manatee County HHW Contract

Clean Harbors House Hold Hazardous Waste Pricing Schedule

Waste Code Disposal Pricing

Waste Code	Description	UOM	Price (USD)
CFL7	XENON ARC LAMPS FOR RECLAIM	LBS	$5.40
Minimum Price $93.00 per 5 gallon pail			
Minimum Price $185.00 per 20 gallon drum			
Minimum Price $231.00 per 30 gallon drum			
Minimum Price $309.00 per 55 gallon drum			
CFL8	COMPACT FLUORESCENT LAMPS FOR RECLAIM	LBS	$5.40
Minimum Price $93.00 per 5 gallon pail			
Minimum Price $185.00 per 20 gallon drum			
Minimum Price $231.00 per 30 gallon drum			
Minimum Price $309.00 per 55 gallon drum			
CFL9	CRUSHED FLUORESCENT BULBS FOR RECLAMATION	LBS	$5.40
Minimum Price $93.00 per 5 gallon pail			
Minimum Price $185.00 per 20 gallon drum			
Minimum Price $231.00 per 30 gallon drum			
Minimum Price $309.00 per 55 gallon drum			
CHBL	PCB BALLASTS OR CAPACITORS FOR LANDFILL	05DM	$96.00
CHBL	PCB BALLASTS OR CAPACITORS FOR LANDFILL	20DM	$193.00
CHBL	PCB BALLASTS OR CAPACITORS FOR LANDFILL	30DM	$241.00
CHBL	PCB BALLASTS OR CAPACITORS FOR LANDFILL	55DM	$321.00
CHG-4	MERCURY SALTS AND SOLUTIONS FOR RETORT	05DM	$336.00
CHG-4	MERCURY SALTS AND SOLUTIONS FOR RETORT	20DM	$653.00
CHG-4	MERCURY SALTS AND SOLUTIONS FOR RETORT	30DM	$811.00
CHG-4	MERCURY SALTS AND SOLUTIONS FOR RETORT	55DM	$1076.00
CHSI	PCB SOLIDS FOR INCINERATION	20DM	$297.00
CHSI	PCB SOLIDS FOR INCINERATION	30DM	$371.00
CHSI	PCB SOLIDS FOR INCINERATION	55DM	$494.00
CNO	NON HAZARDOUS SOLID	05DM	$21.00
CNO	NON HAZARDOUS SOLID	20DM	$42.00
CNO	NON HAZARDOUS SOLID	30DM	$52.00
CNO	NON HAZARDOUS SOLID	55DM	$70.00
CNOS	NON HAZARDOUS SEMI-SOLIDS	20DM	$61.00
CNOS	NON HAZARDOUS SEMI-SOLIDS	30DM	$76.00
CNOS	NON HAZARDOUS SEMI-SOLIDS	55DM	$101.00
CNOS	NON HAZARDOUS SEMI-SOLIDS	FBIN	$365.00
COF	OIL FILTERS FOR RECLAMATION	05DM	$68.00
COF	OIL FILTERS FOR RECLAMATION	20DM	$135.00
COF	OIL FILTERS FOR RECLAMATION	30DM	$169.00
COF	OIL FILTERS FOR RECLAMATION	55DM	$226.00



D90K	HIGHER TOXICITY LIQUIDS FOR INCINERATION	05DM	$120.00

Clean Harbors House Hold Hazardous Waste Pricing Schedule

Waste Code Disposal Pricing



Report ID: 55976

MANATEE222 - Manatee County HHW Contract

Clean Harbors House Hold Hazardous Waste Pricing Schedule

Waste Code Disposal Pricing

Waste Code	Description	UOM	Price (USD)
D90K	HIGHER TOXICITY LIQUIDS FOR INCINERATION	20DM	$240.00
D90K	HIGHER TOXICITY LIQUIDS FOR INCINERATION	30DM	$300.00
D90K	HIGHER TOXICITY LIQUIDS FOR INCINERATION	55DM	$399.00
D92K	HIGHER TOXICITY SOLIDS FOR INCINERATION	05DM	$120.00
D92K	HIGHER TOXICITY SOLIDS FOR INCINERATION	20DM	$240.00
D92K	HIGHER TOXICITY SOLIDS FOR INCINERATION	30DM	$300.00
D92K	HIGHER TOXICITY SOLIDS FOR INCINERATION	55DM	$399.00
EEE	EQUIPMENT FOR RECLAMATION	LBS	$0.45
Minimum Price $45.00 per 5 gallon pail			
Minimum Price $90.00 per 20 gallon drum			
Minimum Price $113.00 per 30 gallon drum			
Minimum Price $150.00 per 55 gallon drum			
Minimum Price $526.00 per flex bin			
Minimum Price $526.00 per pallet			
FB1	LIQUID FOR FUEL	20DM	$42.00
FB1	LIQUID FOR FUEL	30DM	$52.00
FB1	LIQUID FOR FUEL	55DM	$70.00
FB1	LIQUID FOR FUEL	85DM	$102.00
FB2	LIQUID FUEL WITH SOLIDS	20DM	$61.00
FB2	LIQUID FUEL WITH SOLIDS	30DM	$76.00
FB2	LIQUID FUEL WITH SOLIDS	55DM	$101.00
FB3	SEMI-LIQUID FOR FUEL	20DM	$76.00
FB3	SEMI-LIQUID FOR FUEL	30DM	$95.00
FB3	SEMI-LIQUID FOR FUEL	55DM	$127.00
FB4	ORGANIC SOLID FOR FUEL	20DM	$103.00
FB4	ORGANIC SOLID FOR FUEL	30DM	$128.00
FB4	ORGANIC SOLID FOR FUEL	55DM	$171.00
FB5	SOLID FUEL NOT PROCESS-ABLE (CONTAINS DEBRIS)	20DM	$164.00
FB5	SOLID FUEL NOT PROCESS-ABLE (CONTAINS DEBRIS)	30DM	$204.00
FB5	SOLID FUEL NOT PROCESS-ABLE (CONTAINS DEBRIS)	55DM	$273.00
LA99H	LABPACK ALKALI METALS KILN READY FOR INCINERATION	LBS	$12.10
Minimum Price $302.00 per 5 gallon pail			
Minimum Price $604.00 per 20 gallon drum			
Minimum Price $755.00 per 30 gallon drum			
Minimum Price $1,006.00 per 55 gallon drum			
LBBGB	SMALL SEALED CELL BATTERIES AND PORTABLE ELECTRONICS FOR REC	LBS	$4.44
Minimum Price $178.00 per 5 gallon pail			
Minimum Price $592.00 per 55 gallon drum			
LBD	MIXED BATTERIES FOR RECLAMATION	05DM	$82.00



Report ID: 55976

MANATEE222 - Manatee County HHW Contract

Clean Harbors House Hold Hazardous Waste Pricing Schedule

Waste Code Disposal Pricing

Waste Code	Description	UOM	Price (USD)
LBD	MIXED BATTERIES FOR RECLAMATION	20DM	$165.00
LBD	MIXED BATTERIES FOR RECLAMATION	30DM	$206.00
LBD	MIXED BATTERIES FOR RECLAMATION	55DM	$275.00
LBD1	ALKALINE DRY CELL BATTERIES FOR RECLAMATION (MERCURY FREE)	05DM	$82.00
LBD1	ALKALINE DRY CELL BATTERIES FOR RECLAMATION (MERCURY FREE)	20DM	$165.00
LBD1	ALKALINE DRY CELL BATTERIES FOR RECLAMATION (MERCURY FREE)	30DM	$206.00
LBD1	ALKALINE DRY CELL BATTERIES FOR RECLAMATION (MERCURY FREE)	55DM	$275.00
LBD2	NI-CAD BATTERIES WET OR DRY FOR RECLAMATION	05DM	$120.00
LBD2	NI-CAD BATTERIES WET OR DRY FOR RECLAMATION	20DM	$240.00
LBD2	NI-CAD BATTERIES WET OR DRY FOR RECLAMATION	30DM	$300.00
LBD2	NI-CAD BATTERIES WET OR DRY FOR RECLAMATION	55DM	$399.00
LBLA	LEAD ACID BATTERIES FOR RECLAMATION	05DM	$0.00
LBLA	LEAD ACID BATTERIES FOR RECLAMATION	20DM	$0.00
LBLA	LEAD ACID BATTERIES FOR RECLAMATION	30DM	$0.00
LBLA	LEAD ACID BATTERIES FOR RECLAMATION	55DM	$0.00
LBLA	LEAD ACID BATTERIES FOR RECLAMATION	PAL	$0.00
LCCRA	LABPACK ACID & ACID COMPATIBLES FOR INCINERATION	05DM	$86.00
LCCRA	LABPACK ACID & ACID COMPATIBLES FOR INCINERATION	20DM	$152.00
LCCRA	LABPACK ACID & ACID COMPATIBLES FOR INCINERATION	30DM	$185.00
LCCRA	LABPACK ACID & ACID COMPATIBLES FOR INCINERATION	55DM	$241.00
LCCRA	LABPACK ACID & ACID COMPATIBLES FOR INCINERATION	85DM	$349.00
LCCRB	LABPACK BASIC & BASIC COMPATIBLES FOR INCINERATION	05DM	$86.00
LCCRB	LABPACK BASIC & BASIC COMPATIBLES FOR INCINERATION	20DM	$152.00
LCCRB	LABPACK BASIC & BASIC COMPATIBLES FOR INCINERATION	30DM	$185.00
LCCRB	LABPACK BASIC & BASIC COMPATIBLES FOR INCINERATION	55DM	$241.00
LCCRB	LABPACK BASIC & BASIC COMPATIBLES FOR INCINERATION	85DM	$349.00
LCCRC	LABPACK ORGANICS FOR INCINERATION	05DM	$86.00
LCCRC	LABPACK ORGANICS FOR INCINERATION	20DM	$152.00



Report ID: 55976

MANATEE222 - Manatee County HHW Contract

Clean Harbors House Hold Hazardous Waste Pricing Schedule

Waste Code Disposal Pricing

Waste Code	Description	UOM	Price (USD)
LCCRC	LABPACK ORGANICS FOR INCINERATION	30DM	$185.00
LCCRC	LABPACK ORGANICS FOR INCINERATION	55DM	$241.00
LCCRC	LABPACK ORGANICS FOR INCINERATION	85DM	$349.00
LCCRC	LABPACK ORGANICS FOR INCINERATION	FBIN	$843.00
LCCRD	LABPACK FLAMMABLES FOR INCINERATION	05DM	$86.00
LCCRD	LABPACK FLAMMABLES FOR INCINERATION	20DM	$152.00
LCCRD	LABPACK FLAMMABLES FOR INCINERATION	30DM	$185.00
LCCRD	LABPACK FLAMMABLES FOR INCINERATION	55DM	$241.00
LCCRD	LABPACK FLAMMABLES FOR INCINERATION	FBIN	$843.00
LCCRI	LABPACK REQUIRED TO BE PACKAGED ALONE PER DOT	05DM	$181.00
LCCRI	LABPACK REQUIRED TO BE PACKAGED ALONE PER DOT	20DM	$362.00
LCCRI	LABPACK REQUIRED TO BE PACKAGED ALONE PER DOT	30DM	$453.00
LCCRI	LABPACK REQUIRED TO BE PACKAGED ALONE PER DOT	55DM	$604.00
LCCRN	LABPACK NON-HAZARDOUS FOR INCINERATION	05DM	$76.00
LCCRN	LABPACK NON-HAZARDOUS FOR INCINERATION	20DM	$133.00
LCCRN	LABPACK NON-HAZARDOUS FOR INCINERATION	30DM	$162.00
LCCRN	LABPACK NON-HAZARDOUS FOR INCINERATION	55DM	$209.00
LCCRO	LABPACK OXIDIZERS FOR INCINERATION	05DM	$86.00
LCCRO	LABPACK OXIDIZERS FOR INCINERATION	20DM	$152.00
LCCRO	LABPACK OXIDIZERS FOR INCINERATION	30DM	$185.00
LCCRO	LABPACK OXIDIZERS FOR INCINERATION	55DM	$241.00
LCCRP	LABPACK DIOXINS AND DIOXIN PRECURSORS	LBS	$29.00
Minimum Price $151.00 per 5 gallon pail			
Minimum Price $574.00 per 20 gallon drum			
LCCRQ	AEROSOLS FOR INCINERATION	55DM	$197.00
LCCRQ	AEROSOLS FOR INCINERATION	FBIN	$688.00
LCHG1	ELEMENTAL MERCURY FOR TREATMENT/STABILIZATION	LBS	$44.00
Minimum Price $543.00 per 5 gallon pail			
Minimum Price $1,087.00 per 20 gallon drum			
Minimum Price $1,358.00 per 30 gallon drum			
Minimum Price $1,811.00 per 55 gallon drum			
LCHG4	LABPACK MERCURY SALTS AND SOLUTIONS FOR RETORT	LBS	$44.00
Minimum Price $543.00 per 5 gallon pail			
Minimum Price $1,087.00 per 20 gallon drum			
Minimum Price $1,358.00 per 30 gallon drum			
Minimum Price $1,811.00 per 55 gallon drum			
LCHSI	LABPACK PCBS FOR INCINERATION	05DM	$209.00



Report ID: 55976

MANATEE222 - Manatee County HHW Contract

LCHSP	LAB PACK PCBS FOR INCINERATION	20DM	$399.00

Clean Harbors House Hold Hazardous Waste Pricing Schedule

Waste Code Disposal Pricing



Report ID: 55976

MANATEE222 - Manatee County HHW Contract

Clean Harbors House Hold Hazardous Waste Pricing Schedule

Waste Code Disposal Pricing

Waste Code	Description	UOM	Price (USD)
LCHSI	LABPACK PCBS FOR INCINERATION	30DM	$494.00
LCHSI	LABPACK PCBS FOR INCINERATION	55DM	$653.00
LCY1	PROPANE CYLINDERS FOR RECYCLING	CYLE	$13.30
LCY1	PROPANE CYLINDERS FOR RECYCLING	CYLG	$93.00
LCY1	PROPANE CYLINDERS FOR RECYCLING	CYME	$66.00
LCY1	PROPANE CYLINDERS FOR RECYCLING	CYSM	$27.00
LCY13	PYROPHORICS, WATER-REACTIVES, OTHER REACTIVE FOR BULKING	CYLE	$80.00
LCY13	PYROPHORICS, WATER-REACTIVES, OTHER REACTIVE FOR BULKING	CYLG	$211.00
LCY13	PYROPHORICS, WATER-REACTIVES, OTHER REACTIVE FOR BULKING	CYME	$99.00
LCY13	PYROPHORICS, WATER-REACTIVES, OTHER REACTIVE FOR BULKING	CYSM	$80.00
LCY2	REFRIGERANT GASES OR FIRE EXTINGUISHERS FOR RECYCLING	CYLE	$54.00
LCY2	REFRIGERANT GASES OR FIRE EXTINGUISHERS FOR RECYCLING	CYLG	$71.00
LCY2	REFRIGERANT GASES OR FIRE EXTINGUISHERS FOR RECYCLING	CYME	$59.00
LCY2	REFRIGERANT GASES OR FIRE EXTINGUISHERS FOR RECYCLING	CYSM	$54.00
LCY4	INERT OR CALIBRATION GAS CYLINDERS FOR DISPOSAL	CYLE	$54.00
LCY4	INERT OR CALIBRATION GAS CYLINDERS FOR DISPOSAL	CYLG	$121.00
LCY4	INERT OR CALIBRATION GAS CYLINDERS FOR DISPOSAL	CYME	$115.00
LCY4	INERT OR CALIBRATION GAS CYLINDERS FOR DISPOSAL	CYSM	$59.00
LCY6	NON-LIQUIFIED MATERIAL FOR STANDARD INCINERATION	CYLE	$150.00
LCY6	NON-LIQUIFIED MATERIAL FOR STANDARD INCINERATION	CYLG	$747.00
LCY6	NON-LIQUIFIED MATERIAL FOR STANDARD INCINERATION	CYME	$442.00
LCY6	NON-LIQUIFIED MATERIAL FOR STANDARD INCINERATION	CYSM	$285.00
LFB1	LABPACK FOR FUELS BLENDING	05DM	$58.00
LFB1	LABPACK FOR FUELS BLENDING	20DM	$97.00
LFB1	LABPACK FOR FUELS BLENDING	30DM	$116.00
LFB1	LABPACK FOR FUELS BLENDING	55DM	$148.00
LPTN	NON-PROCESSABLE PAINT & PAINT RELATED MTRL FOR INCINERATION	05DM	$68.00
LPTN	NON-PROCESSABLE PAINT & PAINT RELATED MTRL FOR INCINERATION	20DM	$135.00



Report ID: 55976

MANATEE222 - Manatee County HHW Contract

Clean Harbors House Hold Hazardous Waste Pricing Schedule

Waste Code Disposal Pricing

Waste Code	Description	UOM	Price (USD)
LPTN	NON-PROCESSABLE PAINT & PAINT RELATED MTRL FOR INCINERATION	30DM	$169.00
LPTN	NON-PROCESSABLE PAINT & PAINT RELATED MTRL FOR INCINERATION	55DM	$226.00
LPTN	NON-PROCESSABLE PAINT & PAINT RELATED MTRL FOR INCINERATION	FBIN	$710.00
LPTP	PAINT IN CANS, ROLLOFF BOX ONLY	LBS	$0.51
LRCT	LABPACK REACTIVES FOR INCINERATION	LBS	$3.94
Minimum Price $178.00 per 5 gallon pail			
Minimum Price $355.00 per 20 gallon drum			
Minimum Price $444.00 per 30 gallon drum			
Minimum Price $592.00 per 55 gallon drum			
LRCTA	LABPACK REACTIVE ACID & ACID COMPATIBLES FOR INCINERATION	LBS	$3.94
Minimum Price $178.00 per 5 gallon pail			
Minimum Price $355.00 per 20 gallon drum			
Minimum Price $444.00 per 30 gallon drum			
Minimum Price $592.00 per 55 gallon drum			
LRCTB	LABPACK REACTIVE BASIC & BASIC COMPATIBLES FOR INCINERATION	LBS	$3.94
Minimum Price $178.00 per 5 gallon pail			
Minimum Price $355.00 per 20 gallon drum			
Minimum Price $444.00 per 30 gallon drum			
Minimum Price $592.00 per 55 gallon drum			
LRCTC	LABPACK REACTIVE ORGANICS FOR INCINERATION	LBS	$3.94
Minimum Price $178.00 per 5 gallon pail			
Minimum Price $355.00 per 20 gallon drum			
Minimum Price $444.00 per 30 gallon drum			
Minimum Price $592.00 per 55 gallon drum			
LRCTD	LABPACK REACTIVE FLAMMABLES FOR INCINERATION	LBS	$3.94
Minimum Price $178.00 per 5 gallon pail			
Minimum Price $355.00 per 20 gallon drum			
Minimum Price $444.00 per 30 gallon drum			
Minimum Price $592.00 per 55 gallon drum			
LRCTO	LABPACK REACTIVE OXIDIZERS FOR INCINERATION	LBS	$3.94
Minimum Price $178.00 per 5 gallon pail			
Minimum Price $355.00 per 20 gallon drum			
Minimum Price $444.00 per 30 gallon drum			
Minimum Price $592.00 per 55 gallon drum			



Report ID: 55976

MANATEE222 - Manatee County HHW Contract

Clean Harbors House Hold Hazardous Waste Pricing Schedule

Waste Code Disposal Pricing

Waste Code	Description	UOM	Price (USD)
LRCTQ	LABPACK REACTIVE COMPRESSED GAS CARTRIDGE FOR INCINERATION	LBS	$3.94

Minimum Price $178.00 per 5 gallon pail
Minimum Price $355.00 per 20 gallon drum
Minimum Price $444.00 per 30 gallon drum
Minimum Price $592.00 per 55 gallon drum

Profile Disposal Pricing

Profile No	Waste Description	UOM	Price (USD)
BTMPG-014PB	LATEX PAINT IN CANS - ROLL OFF BOX COLLECTION	LBS	$0.31
BTMPG-100PB	LATEX PAINT IN CANS (BULK - ROLLOFF)	LBS	$0.31
BTMPW-026PB	LATEX PAINT IN CANS (BULK - ROLLOFF)	LBS	$0.31
CH1590215	LATEX PAINT IN CANS (BULK - ROLLOFF)	LBS	$0.31

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Oct 18, 2022

PRESENTER: **David Nitz, OMB Manager**

SUBJECT/TITLE: **Request approval of Budget Amendment 22-23-003 to adjust the Property Appraiser's funding for FY 22/23.**

STATEMENT OF ISSUE

After the Property Appraiser's budget had been submitted, the Salaries of Elected County Constitutional Officers data was received from the EDR for FY 22-23. This budget amendment is necessary to adjust the salary and benefits for the constitutional officer, resulting in an increase of $10,232.00.

In addition, the DOR reviewed the Property Appraiser's budget and recommended several adjustments to the operating expenditures which resulted in a reduction of $13,603.00. The net result of these adjustments is an overall decrease of $3,371.00 for FY 22/23.

RECOMMENDED ACTION

Move to approve budget amendment 21-22-003 to adjust the Property Appraiser's budget.

FISCAL IMPACT

There is no fiscal impact to Fund 005 (General) or the overall budget as this budget amendment is transferring $66,153 from cost center 9990 (Budgetary Expenditures 005), account 59900 (Reserve for Contingency) to 2211 (Property Appraiser), account 54900 (Other Charges & Obligations).

Attachments: 22-23-003 Property Appraiser Adjustments (BA).pdf
22-23-003 Property Appraiser Adjustments (Reserve).pdf

BOARD OF COUNTY COMMISSIONERS

REVIEWED
O.M.B DEPARTMENT
October 5, 2022
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

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

DATE: **10/5/2022** SUBMITTED BY: **OMB**

FUND(S): **005** FUND TITLE(S): **General** COST CENTER(S) #: **9990, 2211**

PROJECT(S) #: PROJECT TITLE(S): COST CENTER TITLE(S): **Budgetary Expenditure AC/005, 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**		**450,000.00**	**3,371.00**		**453,371.00**
E	**005**	**2211**	**54900**	**Other Charges/ Obligations**		**3,564,578.00**		**3,371.00**	**3,561,207.00**
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: **To adjust the appropriation for DOR budget reductions as well as the State's salary adjustment (increase) for the PA Official.**

OFFICE USE ONLY

OMB RECOMMENDATION:

____ Approval

____ Denial

REQUEST # **22-23-003**

ACTION:

Board ____ Approved ____ Denied

County Administrator ____ Approved ____ Denied

SIGNATURE: ____

DATE: ____ / ____ / ____

TRANSFER TYPE:

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

Signature: ____

Posted by Clerk: ____

Form Revised 08/05/2020

HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS
RESERVE FOR CONTINGENCY ADJUSTMENTS

GENERAL FUND - 005 (9990)

FISCAL YEAR 2022-2023

DATE INTENDED	BCC APPROVED	B.A.#	AMOUNT	BALANCE	DESCRIPTION
10/01/22		BEGINNING BALANCE		**$450,000.00**	
10/18/22		22-23-003	$3,371.00	$453,371.00	To adjust the Property Appraiser's budget to reflect the DOR salary adjustment and operating expense reductions.
REVISED TOTAL:				**$453,371.00**	

CONTINUED ON NEXT PAGE

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Oct 18, 2022

PRESENTER: **David Nitz, OMB Manager**

SUBJECT/TITLE: **Request approval of Budget Amendment 22-23-004 to adjust the Supervisor of Election's funding for FY 22/23.**

STATEMENT OF ISSUE

After the Supervisor of Election's budget had been submitted, the Salaries of Elected County Constitutional Officers data was received from the EDR for FY 22-23. This budget amendment is necessary to adjust the salary and benefits for the constitutional officer, resulting in an increase of $7,211.67.

RECOMMENDED ACTION

Move to approve budget amendment 22-23-004 to adjust the Supervisor of Election's budget.

FISCAL IMPACT

There is no fiscal impact to Fund 005 (General) or the overall budget as this budget amendment is transferring $7,211.67 from cost center 9990 (Budgetary Expenditures 005), account 59900 (Reserve for Contingency

Attachments: 22-23-004 Supervisor of Elections Salary Adjustment (BA).pdf
22-23-004 Supervisor of Election's Salary Adjustments (Reserve).pdf

REVIEWED
O.M.B DEPARTMENT
October 5, 2022
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **10/5/2022** SUBMITTED BY: **OMB**

FUND(S): **005** FUND TITLE(S): **General** COST CENTER(S) #: **9990, 2442**

PROJECT(S) #: _____ PROJECT TITLE(S): _____ COST CENTER TITLE(S): **Budgetary Expenditure AC/005, 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**	**9990**	**59900**	**Reserve for Contingency**		**453,371.00**		**7,211.67**	**446,159.33**
E	**005**	**2442**	**51001**	**Personal Services Elected Official**		**934,860.00**	**7,211.67**		**942,071.67**
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: **To adjust the appropriation for DOR's salary adjustment (increase) for the SOE Elected Official.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **22-23-004**

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

SIGNATURE: _____

DATE: ____/____/____

TRANSFER TYPE:

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

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS
RESERVE FOR CONTINGENCY ADJUSTMENTS

GENERAL FUND - 005 (9990)

FISCAL YEAR 2022-2023

DATE INTENDED	BCC APPROVED	B.A.#	AMOUNT	BALANCE	DESCRIPTION
10/01/22		BEGINNING BALANCE		**$450,000.00**	
10/18/22		22-23-003	$3,371.00	$453,371.00	To adjust the Property Appraiser's budget to reflect the DOR salary adjustment and operating expense reductions.
10/18/22		22-23-004	($7,211.67)	$446,159.33	To adjust the Supervisosr of Election's budget to reflect the DOR salary adjustment for the Elected Official.
REVISED TOTAL:				**$446,159.33**	

CONTINUED ON NEXT PAGE

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Oct 18, 2022

PRESENTER: **David Nitz, OMB Manager**

SUBJECT/TITLE: **Request approval of Budget Amendment 22-23-005 to adjust the Clerk of Court's funding for FY 22/23.**

STATEMENT OF ISSUE

After the Clerk of Courts' budget had been submitted, the Salaries of Elected County Constitutional Officers data was received from the EDR for FY 22-23. This budget amendment is necessary to adjust the salary and benefits for the constitutional officer, resulting in an increase of $5,500.00.

RECOMMENDED ACTION

Move to approve budget amendment 22-23-005 to adjust the Clerk of Courts' budget.

FISCAL IMPACT

There is no fiscal impact to Fund 005 (General) or the overall budget as this budget amendment is transferring $5,500.00 from cost center 9990 (Budgetary Expenditures 005), account 59900 (Reserve for Contingency) to cost centers 2102 (Clerk of Courts) and 2110 (Clerk of Courts Other Services), account 51001 (Personal Services Elected Official) in the amounts of $4,173.00 and $1,327.00, respectively.

Attachments: 22-23-005 Clerk of Courts' Salary Adjustment (BA).pdf
22-23-005 Clerk of Courts' Salary Adjustments (Reserve).pdf

REVIEWED
O.M.B DEPARTMENT
October 5, 2022
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **10/5/2022** SUBMITTED BY: **J. Gabrus**

FUND(S): **005** FUND TITLE(S): **General** COST CENTER(S) #: **9990, 2102, 2110**

PROJECT(S) #: PROJECT TITLE(S): COST CENTER TITLE(S): **Budgetary Expenditures AC/005; Clerk to Board; Clerk to Board Other Services**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	PROJECT	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	**005**	**9990**	**59900**	**Reserve for Contingency**		**446,159.33**		**5,500.00**	**440,659.33**
E	**005**	**2102**	**51001**	**Personal Services - Elected Officials**		**3,050,024.00**	**4,173.00**	**-**	**3,054,197.00**
E	**005**	**2110**	**51001**	**Personal Services - Elected Officials**		**209,710.00**	**1,327.00**	**-**	**211,037.00**
									-
									-
									-
									-

REASON: **Adjust budget for Office of Economic Development Fiscal Year 2022-2023 Finalized Salaries of Elected County Constitutional Officers**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **22-23-005**

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

SIGNATURE: _____

DATE: ____/____/____

TRANSFER TYPE:

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

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS
RESERVE FOR CONTINGENCY ADJUSTMENTS

GENERAL FUND - 005 (9990)

FISCAL YEAR 2022-2023

DATE INTENDED	BCC APPROVED	B.A.#	AMOUNT	BALANCE	DESCRIPTION
10/01/22		BEGINNING BALANCE		**$450,000.00**	
10/18/22		22-23-003	$3,371.00	$453,371.00	To adjust the Property Appraiser's budget to reflect the EDR salary adjustment and operating expense reductions.
10/18/22		22-23-004	($7,211.67)	$446,159.33	To adjust the Supervisosr of Election's budget to reflect the EDR salary adjustment for the Elected Official.
10/18/22		22-23-005	($5,500.00)	$440,659.33	To adjust the Clerk of Court's budget to reflect the EDR salary adjustment for the Elected Official.
REVISED TOTAL:				**$440,659.33**	

CONTINUED ON NEXT PAGE

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: October 18, 2022

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

SUBJECT/TITLE: **Sebring Regional Airport and Industrial Park Community Redevelopment Agency (CRA) FY 2022/2023 Budget and Resolution 22-02**

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 22-02 for the FY 2022/2023 budget which was passed and adopted on September 22, 2022, 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 22-02 approving the FY 2022/2023 Budget.

FISCAL IMPACT

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

Attachments: Resolution 22-02 CRA 2022-2023 Budget Approval.pdf

CRA RESOLUTION 22-02

A RESOLUTION OF THE SEBRING REGIONAL AIRPORT AND INDUSTRIAL PARK COMMUNITY REDEVELOPMENT AGENCY TO APPROVE THE 2022-2023 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 2022-2023 Budget as presented.

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

PASSED AND ADOPTED this 22nd day of September 2022.

(SEAL)

SEBRING REGIONAL AIRPORT AND INDUSTRIAL PARK COMMUNITY REDEVELOPMENT AGENCY

SEBRING REGIONAL AIRPORT AND INDUSTRIAL PARK COMMUNITY REDEVELOPMENT AGENCY

By: _____

Mike Willingham, Executive Director

SEBRING REGIONAL AIRPORT AND INDUSTRIAL PARK
CRA
2022-2023 BUDGET

REVENUES				
	389-000-CRA	BALANCE BROUGHT FORWARD	$	1,637,016.00
	361-190-CRA	INTEREST INCOME - CRA		6,000.00
	386-700-CRA	CRA INCREMENTAL TAX REVENUE		413,799.00
TOTAL REVENUES			$	2,056,815.00
EXPENDITURES				
	512-031-CRA	CRA PROFESSIONAL SERVICES	$	15,000.00
	512-033-CRA	CRA LEGAL SERVICES		12,000.00
	512-042-CRA	CRA POSTAGE		30.00
	512-045-CRA	CRA INSURANCE		1,500.00
	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)		24,420.00
	512-092-CRA	CRA AGREEMENTS (SAA)		-
	512-999-CRA	TRANSFER OUT REIMBURSABLE EXPENSES		3,000.00
	542-301-CRA	HAYWOOD TAYLOR RESURFACING		1,346,531.00
	542-304-CRA	AIRFIELD DRAINAGE		393,084.00
	542-306-CRA	BUILDING 735 ROOF		260,000.00
TOTAL EXPENDITURES			$	2,056,815.00
		NET INCOME FROM OPERATION		-

revised 9/19/2022

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: October 18, 2022

PRESENTER:	**Julie Richardson, Children's Advocacy Center Manager**
SUBJECT/TITLE:	**Request adoption of Resolution 22-23-07 for Budget Amendment 22-23-006 to roll over budget in project numbers 21103 (FNCAC 22/23), 21039 (NCA 20220), and 21080 (Hospital District Board 21/22) to county fiscal year 2022-23.**

STATEMENT OF ISSUE

This Budget Amendment is necessary to roll funding forward for the following projects: 21103 (FNCAC 22/23), 21039 (NCA 20220), and 21080 (Hospital District Board 21/22).

RECOMMENDED ACTION

Move to adopt Resolution 22-23-07 for Budget Amendment 22-23-006 to roll over budget in projects into FY 22-23.

FISCAL IMPACT

The fiscal impact is an increase to Fund 005 (General) in the amount of $185,800.64.

Attachments: 22-23-006 CAC Projects Rollovers (BA).pdf
22-23-006R CAC Project Rollovers (Resolution).pdf

REVIEWED
O.M.B DEPARTMENT
October 6, 2022
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: **10/6/2022** SUBMITTED BY: **Mercedes McNew**

FUND(S): **005** FUND TITLE(S): **General; Hospital District** COST CENTER(S) #: **3995; 1155**

PROJECT(S) #: **21103; 21096; 21080** PROJECT TITLE(S): **FNCAC 22/23; NCA Proj Imp 2022; Hospital District Board 21/22** COST CENTER TITLE(S): **Children's Advocacy Center; Hospital District**

*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	21103	0.00	108,575.64		108,575.64
E	005	3995	51200Z	Project Regular Salaries	21103	0.00	60,437.24		60,437.24
E	005	3995	53400Z	Project Contractual Services	21103	0.00	11,111.11		11,111.11
E	005	3995	54000Z	Project Travel & Per Diem	21103	0.00	2,540.00		2,540.00
E	005	3995	54700Z	Project Printing & Binding	21103	0.00	2,134.75		2,134.75
E	005	3995	55100Z	Project Office Supplies	21103	0.00	5,625.00		5,625.00
E	005	3995	55200Z	Project Operating Supplies	21103	0.00	9,650.01		9,650.01
E	005	3995	55403Z	Project Education & Training	21103	0.00	13,393.53		13,393.53

REASON: **Children's Advocacy Center Projects that need to be rolled into the county's fiscal year 22/23.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **22-23-006**

ACTION:

Board _____ Approved _____ Denied

County Administrator _____ Approved _____ Denied

SIGNATURE: _____

DATE: ____ / ____ / ____

TRANSFER TYPE:

_____ ITEM TO ITEM

_____ RESERVE

XX BY RESOLUTION

_____ SUPPLEMENTAL BUDGET

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

REQUEST NUMBER 22-23-006

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	005	3995	55404Z	Project Memberships & Dues	21103	0.00	3,684.00		3,684.00
R	005		3312250Z	NCA Grant	21096	0.00	39,225.00		39,225.00
E	005	3995	51200Z	Project Regular Salaries	21096	0.00	26,890.00		26,890.00
E	005	3995	52100Z	Project FICA Taxes	21096	0.00	4,995.00		4,995.00
E	005	3995	55100Z	Project Office Supplies	21096	0.00	400.00		400.00
E	005	3995	55200Z	Project Operating Supplies	21096	0.00	2,600.00		2,600.00
E	005	3995	55403Z	Project Education & Training	21096	0.00	4,340.00		4,340.00
R	155		3661000Z	Project Donations/ Contributions	21080	0.00	38,000.00		38,000.00
E	155	1155	51200Z	Project Regular Salaries	21080	0.00	20,000.00		20,000.00
E	155	1155	52100Z	Project FICA Taxes	21080	0.00	1,500.00		1,500.00
E	155	1155	52200Z	Project Retirement Contributions	21080	0.00	1,000.00		1,000.00
E	155	1155	52300Z	Project Life & Health Insurance	21080	0.00	2,000.00		2,000.00
E	155	1155	52400Z	Project Workers' Comp	21080	0.00	100.00		100.00
E	155	1155	53400Z	Project Contactual Services	21080	0.00	11,400.00		11,400.00
E	155	1155	55100Z	Project Office Supplies	21080	0.00	1,000.00		1,000.00
E	155	1155	55200Z	Project Operating Supplies	21080	0.00	1,000.00		1,000.00

Form Revised 10/11/2010

RESOLUTION NO. 22-23-07

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 22-23-006 TO THE GENERAL AND THE HOSPITAL DISTRICT BOARD FUNDS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF BUDGET AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Highlands County has determined that the following budget amendment is necessary and proper within the General and the Hospital District Board Funds.

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

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

SECTION 2. **Approval of Budget Amendment.** Budget Amendment 22-23-006 is hereby approved and authorized to Rollover unexpended Grant Funds from FY 21/22 into FY 22/23 for Projects 21103 FNCAC 22/23, 21096 NCA Project Improvements 2022, and 21080 Hospital District Board 21/22 for a total amount of $185,800.64.

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 18th day of October, 2022.

HIGHLANDS COUNTY, FLORIDA

By:_____
Kathleen G. Rapp, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: October 18, 2022

PRESENTER:	**Donna Doubleday, President/Chief Executive Officer, Career Source Heartland**
SUBJECT/TITLE:	**Request approval of a letter of support for a realignment of local workforce development areas identified within Florida's Reimagining Education and Career Help (REACH) Act, in order to better address the unique needs and challenges of our rural area.**

STATEMENT OF ISSUE

In 2021, the Florida Legislature passed the REACH which is designed to enhance access and accountability across the State's workforce system.

RECOMMENDED ACTION

Move approval of a letter of support for a realignment of local workforce development areas identified within Florida's Reimagining Education and Career Help (REACH) Act, in order to better address the unique needs and challenges of our local rural area.

Attachments: 101822 REACH Act support.docx

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
ADMINISTRATION
600 S. Commerce Ave., Sebring, Florida 33870
Office (863) 402-6833 Fax (863) 402-6835 www.highlandsfl.gov

October 18, 2022

Ms. Katie Crofoot, Director
REACH Office
Executive Office of the Governor
400 Monroe Street
Tallahassee, FL 32399

RE: Reimaging Education and Career Help Act- Workforce Area Alignment

Dear Ms. Crofoot,

The Highlands County Board of County Commissioners commends the State of Florida's vision for the development of a robust workforce system and appreciates the opportunity to offer input concerning the realignment of local workforce development areas pursuant to the Reimagining Education and Career Help Act.

The needs, services, and challenges of rural areas are vastly different than those of urban areas. In our area, close collaboration occurs among the four rural Boards of County Commissioners located in the currently designated CareerSource Heartland local workforce development area. This collaboration allows for strong rural visioning and regional planning to guide local and regional growth and development. Collaboration discussions and plans include workforce-related issues such as business development and related infrastructure needs, talent development, educational planning, development of career pipelines, skills upgrade opportunities, transportation issues, workforce housing, and identifying and overcoming skills gaps.

To effectively and efficiently develop a workforce designed to meet local needs and deliver quality workforce services, the designated local workforce area must understand the uniqueness of the area and remain laser-focused on services and solutions. Areas with similar

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
ADMINISTRATION
600 S. Commerce Ave., Sebring, Florida 33870
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demographics, business climates, infrastructure needs, economic development environments and targets, and labor markets are best situated to identify solutions and to direct funds toward mutually agreed upon area development.

Considering this, the Highlands County Board of County Commissioners cannot support workforce area alignment of our County with an urban county/area. To move forward with our county's vision, and to ensure that allocated funding and resources continue to support our local strategies and planning efforts, this Board fully supports the current alignment of the designated four rural county CareerSource Heartland workforce development area.

Thank you for your consideration. Please feel free to contact me with any questions.

Sincerely,

Kathy Rapp, Chair
Commissioner, District 2

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: October 18, 2022

PRESENTER: **Clinton Howerton, Jr., P.E., County Engineer**

SUBJECT/TITLE: **Request approval of a Renewal Quotation for the purposes of executing a purchase order with Environmental Systems Research Institute Inc. (ESRI) for Geographic Information Systems (GIS) Software for FY 22-23.**

STATEMENT OF ISSUE

Geographic Information Systems (GIS) technology has rapidly become a strategic and core business enabler for local government while serving as an invaluable analytical and communications tool deployed by the County. Mapping products are becoming increasingly more integrated in the provision of public services. Environmental Systems Research Institute, Inc. (ESRI) is the vendor of the GIS software that the County has been using for many years. Over time, the County's use of the ESRI suite of products has grown. Highlands County has purchased new software licenses as needed and paid maintenance on those licenses annually.

In fiscal year 20-21 Highlands County entered an agreement with Environmental Systems Research Institute, Inc. (ESRI) for a Small Municipal and County Government Term Enterprise License Agreement (ELA) by board approval on October 20th, 2020. The ELA is a three-year agreement that grants the County access to unlimited technical support, four complimentary annual conference registrations, as well as self-paced e-Learning provided by ESRI.

Under the proposed agreement, the County will acquire only ESRI software products, maintenance and support services that are unique and proprietary to the vendor and not available from an alternate source.

The total cost of the three-year agreement is $173,250.00 to be paid in three equal annual payments of $57,750.00. County staff is requesting approval of the third year ELA Quotation from ESRI for FY 22-23 to the amount of $57,750.00.

RECOMMENDED ACTION

Move to approve the Renewal Quotation between Environmental Systems Research Institute, Inc. (ESRI) and the Board of County Commissioners for Geographic Systems (GIS) Software for FY 22-23.

FISCAL IMPACT

The estimated total fiscal impact is $57,750.00. The funding for the ELA will come from funds that will be budgeted in the Adopted FY 22-23 budgets within various Departments that utilize ESRI GIS software.

Attachments: Esri_Quotation_26093931.PDF

Esri Inc
380 New York St
Redlands CA 92373

Subject: Renewal Quotation

Date: 08/01/2022
To: Carley Fitzgerald
Organization: County of Highlands
Board of County Commissioners
Fax #: 863-402-6765 **Phone #:** 863-402-6713

From: Trina Isaacs
Fax #: 909-307-3083 **Phone #:** + 19097932853 Ext. 2258
Email: TISAACS@ESRI.COM

Number of pages transmitted (including this cover sheet): 4

Quotation #26093931
Document Date: 08/01/2022

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level
http://www. esri.com/apps/products/maintenance/qualifying.cfm

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit
http://www. esri.com/legal/licensing/software-license.html

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.

380 New York St
Redlands, CA 92373
Phone: + 190979328532258
Fax #: 909-307-3083

Quotation

Date: 08/01/2022 **Quotation Number:** 26093931 **Contract Number:** SMALL GOVT ELA US

Send Purchase Orders To:
Environmental Systems Research Institute, Inc.
380 New York Street
Redlands, CA 92373-8100
Attn: Trina Isaacs

Please include the following remittance address on your Purchase Order:
Environmental Systems Research Institute, Inc.
P.O. Box 741076
Los Angeles, CA 90074-1076

County of Highlands
Board of County Commissioners
GIS / Addressing
600 S Commerce Ave
Sebring FL 33870-3809
Attn: Carley Fitzgerald
Customer Number: 192729

For questions regarding this document, please contact Customer Service at 888-377-4575.

Item	Qty	Material#	Unit Price	Extended Price
		Per the terms and conditions in your Esri Enterprise License Agreement, your organization is required to provide an annual usage report. This report should detail all deployments made under this agreement for your previous term, and should be provided to Esri as an Excel spreadsheet. The annual usage report must include actual license counts by product, licensee, and location. Please return your report via email to ea_usage_reports@esri.com. Thank you in advance for your prompt attention to this matter.		
10	1	168179 Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription Start Date: 11/01/2022 End Date: 10/31/2023	57,750.00	57,750.00

Item Subtotal		57,750.00
Estimated Tax		0.00
Total	**USD**	**57,750.00**

DUNS/CEC: 06-313-4175 CAGE: 0AMS3

Quotation is valid for 90 days from document date.

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

Issued By: Trina Isaacs **Ext:** 2258

[ISAACST]

To expedite your order, please reference your customer number and this quotation number on your purchase order.

380 New York St
Redlands, CA 92373
Phone: + 190979328532258
Fax #: 909-307-3083

Quotation

Date: 08/01/2022 **Quotation Number:** 26093931 **Contract Number:** SMALL GOVT ELA US

Item	Qty	Material#	Unit Price	Extended Price

Renewal Options:

- Online: Renew through My Esri site at https://my.esri.com
  - Credit Card
  - Purchase Order
  - Email Authorization
- Email or Fax: Email Authorization, Purchase Order or signed quote to:
  - Fax: 909-307-3083
  - Email: service@esri.com

Requests via email or signed quote indicate that you are authorized to obligate funds for your organization and your organization does not require a purchase order.

If there are any changes required to your quotation please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at http://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at http://assets.esri.com/content/dam/esrisites/media/legal/ma-full/ma-full .pdf apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at http://www.esri.com/en-us/legal/terms/state-supplemental apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy GSA, BPA) on your ordering document.

[ISAACST]

380 New York St
Redlands, CA 92373
Phone: + 190979328532258
Fax #: 909-307-3083

Quotation

Date: 08/01/2022 **Quotation No:** 26093931 **Customer No:** 192729 **Contract No:** SMALL GOVT ELA US

Item	Qty	Material#	Unit Price	Extended Price

US FEDERAL CUSTOMERS: If you are a federal customer or a contractor purchasing on behalf of a federal customer a purchase order is required to receive an invoice. Please email the purchase order to service@esri.com

By signing below, you are authorizing Esri to issue a software support invoice in the amount of USD_____ plus sales tax, if applicable.

Please check one of the following:

_____ I agree to pay any applicable sales tax.

_____ I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

_____ _____
Signature of Authorized Representative Date

_____ _____
Name (Please Print) Title

[ISAACST]

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: October 18, 2022

PRESENTER: **Cynthia Acevedo, Program Manager**

SUBJECT/TITLE: **Request approval of Amendment 4 to Subcontract Agreement 20-25-42 between the Board and the Ounce of Prevention Fund of Florida, Inc., outlining changes to the number of families contracted to serve, restructuring of staff composition, revised budget, and the new job description and the creation of 4 new Family Support & Engagement Specialist positions.**

STATEMENT OF ISSUE

An amendment to the Subcontract Agreement 20-25-42 is needed to reflect the reduction of families contracted to serve, from 92 to 61 families and associated changes. This reduction of service provision allows for the elimination of 1 FTE position (Family Assessment Worker) and the conversion of the remaining 4 FTE's (Family Support Workers) to the 4 new positions of Family Support & Engagement Specialist. The new positions will be responsible for the duties of the Family Support Worker and the Family Assessment Worker. We are requesting reallocation of salary funding from the eliminated position ($34,444) to the remaining Healthy Families contracted positions to raise salaries for the department. No additional funding is needed to support this restructure change.

RECOMMENDED ACTION

Move to approve Amendment 4 to Subcontract Agreement 20-25-42 between the Board and the Ounce of Prevention Fund of Florida, Inc., outlining changes to the number of families contracted to serve, restructuring of staff composition, revised budget, and the new job descriptions of 4 new Family Support & Engagement Specialist positions.

Attachments: Highlands Amendment 4 FY 22-23 to site for Execution.pdf
Family Support Engagement Specialist (New Position 10-4-22).pdf

THE OUNCE OF PREVENTION FUND OF FLORIDA

SUBCONTRACT AMENDMENT

AMENDMENT #0004 FY2022-2023

THIS AMENDMENT is entered into between the Ounce of Prevention Fund of Florida, hereinafter referred to as "OPFF", and Highlands County, a political subdivision of the State of Florida, (HF Highlands), hereinafter referred to as the "Provider", for the provision of Healthy Families Florida, hereinafter referred to as "HFF", is amended as outlined below:

Amendment #0001, effective 9/1/2020, changes in: Final Invoice due date; Staff Composition Table corrections, revised deliverables table and a revised Organizational Chart.

Amendment #0002, effective the latter of June 30, 2021, this renews and amends the above referenced contract as follows:

1. The contract is renewed through June 30, 2022.
2. Contract number will change from #20-21-42 to #20-22-42.
3. Changes to contract language, staffing patterns, deliverables table, attachments and associated funding changes as listed below.
4. All provisions in the contract and any attachments thereto in conflict with this Amendment are changed to conform with this Amendment. All provisions not in conflict with this Amendment are still in effect and are to be performed at the level specified in the Contract. This Amendment and all its attachments are made a part of the Contract.

Amendment #0003, effective the latter of June 30, 2022, this renews and amends the above referenced contract as follows:

1. The contract is renewed through June 30, 2025.
2. Contract number will change from #20-22-42 to #20-25-42.
3. Changes to contract language, staffing patterns, deliverables table, attachments and associated funding changes as listed below.
4. All provisions in the contract and any attachments thereto in conflict with this Amendment are changed to conform with this Amendment. All provisions not in conflict with this Amendment are still in effect and are to be performed at the level specified in the Contract. This Amendment and all its attachments are made a part of the Contract.

Amendment #0004, effective 10/1/2022 changes include: contributions re-allocated; numbers to serve decreased; Contract language as noted below; revised staffing pattern; revised staff comp table; revised deliverables table; revised budget; revised Attachment 9 – Org Chart; revised Attachment 15; revised Attachment 24 - Protocol for Purchase of Property and Attachment 38 – Monthly Number Served Report incorporated.

Subcontract Exhibit B Section **B-4** – **Clients to be Served**, is hereby deleted and the following is inserted in lieu thereof:

B-4 Clients to be Served Monthly

B-4.1 The **PROVIDER's** performance will be assessed based on the number of active participants receiving services each month.

B-4.2 The minimum number of families served per month for the term of this Subcontract shall be **61** per month for Fiscal Year 2022-2023. This includes **61** families using HFF dollars.

B-4.3 The **PROVIDER** shall maintain at least **52** active participants receiving services monthly, or **85%** of its projected caseload capacity of **61** participants.

Subcontract Exhibit B Section **B-7.6** – **Information Technology Resource Purchase (IRR)**, is hereby deleted and the following is inserted in lieu thereof:

B-7.6. Information Technology Resource Purchase (IRR) - The Provider must receive written approval from the OPFF/DCF prior to purchasing any Information Technology Resource or furniture with these Subcontract funds. The Provider will not be reimbursed for any Information Technology Resource or furniture purchases made prior to obtaining OPFF's approval. When purchasing technology equipment or furniture, the Provider must follow the **Attachment 24 - Protocol for Purchase of Property**, which includes instructions for submitting an **Attachment 23 - Information Resource Request (IRR)** form. If the IRR has property listed for disposal, then **Attachment 29 - Property Inventory and Disposal Form** will also need to be submitted with the IRR. All of these documents will be located in the HF Resource Library located at http://www.healthyfamiliesfla.org/resource_login.asp.

Subcontract Exhibit B Section **B-7.8** – **Information Technology Resource Disposal**, is hereby deleted and the following is inserted in lieu thereof:

B-7.8. Information Technology Resource Disposal - If the Provider replaces or disposes of property purchased by the Provider pursuant to this Subcontract (with HFF Grant Funding), the Provider is required to provide accurate and complete information pertaining to replacement or disposition of the property as required on the Provider's property inventory. When disposing of technological equipment or furniture, the provider must follow Attachment **25 - Protocol for the Disposal of Property** which includes instructions for **Attachment 29 - Property Inventory and Disposal Form.**

Subcontract Exhibit B Section **B-7.9** – **Property Inventory**, is hereby deleted and the following is inserted in lieu thereof:

B-7.9. Property Inventory - If any property is purchased by the Provider with funds provided by this **Subcontract**, the Provider shall inventory all nonexpendable property, with a value or cost of $1,000 or more and/or has a normal expected life of greater than one (1) year, including all computers and furniture. Regardless of the acquisition cost or value, all technology (including but not limited to computers, including desktop, laptop computers, tablets) and specialty software other than Windows and Microsoft Office Suite must also be included in the inventory. By May 20th the provider shall submit a **"DRAFT" Attachment 29** - Property Inventory and Disposal Form of all such property to Hffdeliverables@ounce.org. By June 21st the Provider shall submit a "**FINAL" Attachment 29** - Property Inventory and Disposal Form of all such property to Hffdeliverables@ounce.org. This applies whether new purchases have been made or not. This list should contain all items purchased with OPFF/ HFF funds since the inception of the Sub-contractual relationship with the OPFF/ HFF. This document will be located in the HF Resource Library located at http://www.healthyfamiliesfla.org/resource_login.asp.

Subcontract Exhibit B Section **B-8.2** – **All Terms and Conditions Included**, the following attachment is herby added to the contract starting fiscal year 2022-2013:

Attachment 38 – Monthly Number Served Report for FY 22-23

Subcontract Exhibit C Section **C-2.1.1. - Staff Composition Table**, is hereby deleted and the following is inserted in lieu thereof:

C-2.1.1. Staff Composition Table

The staff composition funded by HFF dollars and contributions is identified in the following table**.**

Non-HFF Core Positions	Total # of FTEs	# of FTEs Funded by HFF Dollars	# of FTEs Funded by Cash Contributions	# of FTEs Funded by In-Kind Funding
SUBTOTAL FTE	**0**	**0**	**0**	**0**

HFF Core Positions	Total # of FTEs	# of FTEs Funded by HFF Dollars	# of FTEs Funded by Cash Contributions	# of FTEs Funded by In-Kind Funding
Program Manager	1	1	**0**	**0**
Supervisor	**1**	**1**	**0**	**0**
FSES	**1**	**1**	**0**	**0**
FSES	**1**	**1**	**0**	**0**
FSES	**1**	**1**	**0**	**0**
FSES	**1**	**1**	**0**	**0**
Data Entry Clerk	**1**	**1**	**0**	**0**
SUBTOTAL FTE	**7**	**7**	**0**	**0**
TOTAL FTE	**7**	**7**	**0**	**0**

Subcontract Exhibit C Section **C-2.6** – **Reports**, the following attachment is inserted in lieu thereof:

C-2.6 Reports (programmatic and to support payment)

C-2.6.1 Data Submission - The Provider will input all screening, assessment and participant data into the HFF Tracking System as detailed in Section C-3.2.

C-2.6.2 Agency Climate and Culture Analysis - Submit a **Agency Climate and Culture Analysis** on the previous fiscal year to Hffdeliverables@ounce.org by November 15, 2022, November 15, 2023 and November 15, 2024.

C-2.6.3 Biennial Service Review - Submit a **Biennial Service Review** on the previous fiscal year to Hffdeliverables@ounce.org by November 15, 2023.

C-2.6.4 HHS Monthly Summary Report Verification - Verification email from the Office of Civil Rights will be due close of business by the 3rd calendar day of the following month as detailed in Exhibit A1-7and A1-9.

C-2.6.5 Attachment 15 - Quarterly Narrative Report (QNR) – By the 15th of the month following each quarter, the Program Manager shall deliver a quarterly report containing a success story(ies) via e-mail to hffdeliverables@ounce.org for the previous quarter using the revised **Quarterly Narrative Report. S**ites delivering Mental Health Counselor, Navigator or Circle of Parents services must also complete the applicable sections of the QNR.

C-2.6.6 Attachment 38 - Monthly Number Served Report – By the 15th of the month following each month, the Program Manager shall deliver a monthly report containing numbers served for each month via e-mail to hffdeliverables@ounce.org for the previous month using the **Monthly Numbers Served Report** located in the Performance Management System.

Subcontract Exhibit D Section **D-1. - Deliverables Table**, is hereby deleted and the following is inserted in lieu thereof:

EXHIBIT D – DELIVERABLES

D-1. Deliverables Table.

Title	Due Date	Send To	Reference
Other Reports and Information	Upon request	Program Specialist	Per request
Attachment 1 - Financial and Compliance Audit	Due 180 days after end of Provider's fiscal year	Hard copy & Hffdeliverables@ounce.org	Attachment 1

Attachment 2 - Health Insurance Portability Accountability Act (HIPAA)	Upon notification from HFF Central Office	Hffdeliverables@ounce.org	Attachment 2
Attachment 5 - Certification Regarding Lobbying	Upon execution of the Subcontract/Amendment	Hffdeliverables@ounce.org	Per Section 5.1.4 Attachment 5
Attachment 6 - Certification Regarding Debarment Form		Hffdeliverables@ounce.org	Per Section 5.4 Attachment 6
Attachment 7 - Civil Rights Compliance Checklist		Hffdeliverables@ounce.org	Per Section 7.13.3 Attachment 7
Attachment 8 - Single-Point-of-Contact Information Updates	Upon execution of the Subcontract/Amendment and changes since last submission	Hffdeliverables@ounce.org	Per Section 10.3 Attachment 8
Attachment 9 - Organizational Chart	Upon execution of the Subcontract/Amendment and prior to staffing pattern changes	Hffdeliverables@ounce.org	Per Exhibit C-2.1.2
Attachment 37 – Letter of Affidavit for E-Verify	Upon execution of the Subcontract/Amendment	Hffdeliverables@ounce.org	Per Exhibit C-2.1.2
Attachment 22- Letter of Affidavit for ADA, HIPAA and DCF Security Awareness On-line Training	Upon notification from HFF Central Office	Hffdeliverables@ounce.org	Per Sections 5.4.2, 5.5.4, and 10.8
HHS Monthly Summary Report Verification	Verification will be due by 12 noon (Eastern) the 3rd calendar day of the following month, unless the 3rd falls on a holiday or weekend, then it will be due the Friday before the 3rd	Hffdeliverables@ounce.org	Per Exhibit C-2.6.4
Attachment 3b - Monthly Invoice	Within 15 calendar days of the end of each month	lmarlowe@ounce.org	Per Exhibit A-3.3 and A-3.10.1 Attachment 3b
Attachment 38 – Monthly Numbers Served Report	Within 15 calendar days of the end of each month	Hffdeliverables@ounce.org	Per Exhibit B-4

Attachment 15 - Quarterly Narrative Report	October 14, 2022 January 16, 2023 April 14, 2023 July 14, 2023	Hffdeliverables@ounce.org	Per Exhibit C-2.6.2
	October 16, 2023 January 15, 2024 April 15, 2024 July 15, 2024		
	October 15, 2024 January 15, 2025 April 15, 2025 July 15, 2025		
Auxiliary Aids and Services Plan	July 28, 2022 July 28, 2023 July 30, 2024	Hffdeliverables@ounce.org	Per Section 10.10
Proof of Insurance Coverage	September 30, 2022, September 29, 2023, September 30, 2024	Hffdeliverables@ounce.org	Per Section 4.5
Agency Climate and Culture Analysis	November 15, 2022 November 15, 2023 November 15, 2024	Hffdeliverables@ounce.org	Per Exhibit C-2.6.2
Biennial Service Review	November 15, 2023 November 15, 2025	Hffdeliverables@ounce.org	Per Exhibit C-2.6.2
Attachment 21 - Notarized Affidavit of Level 2 Background Screening	November 30, 2022, November 30, 2023, November 29, 2024	Hffdeliverables@ounce.org	Per Sections 4.12.2 and C-2.5.6.3
HFF Site Policies and Procedures	November 30, 2022, November 30, 2023, November 29, 2024	Hffdeliverables@ounce.org	Per Section D-3
Emergency Preparedness Plan	March 31, 2023 March 29, 2024 March 31, 2025	Hffdeliverables@ounce.org	Per Exhibit D-2
Attachment 29 - Property Inventory and Disposal Form	**DRAFT** - May 20, 2022 **FINAL** - June 21, 2022 **DRAFT** - May 19, 2023 **FINAL** - June 21, 2023 **DRAFT** - May 20, 2024 **FINAL** - June 20, 2024 **DRAFT** - May 20, 2025 **FINAL** - June 20, 2025	Hffdeliverables@ounce.org	Per Exhibit B-7.6, B-7.8 and B-7.9

Attachment 3c – Request to Revise Budget with Amendment is hereby deleted in its entirety and replaced with **Attachment 3a -** Budget and Revenue Summary to reflect FY 22-23.

Attachment 9- Organizational Chart is hereby deleted in its entirety and replaced with a revised **Attachment 9- Organizational Chart** for FY 22-23.

Attachment 15 – Quarterly Narrative Report is hereby deleted in its entirety and replaced with a revised **Attachment 15** – Quarterly Narrative Report to reflect staffing pattern and title changes for FY 2022-2023.

Attachment 24 - Protocol for Purchase of Property is hereby deleted in its entirety and replaced with a revised **Attachment 24 - Protocol for Purchase of Property** for FY 22-23.

Attachment 38– Monthly Number Served Report is hereby added to this contract for FY 22-23.

All provisions in the contract and any attachments thereto in conflict with this amendment are changed to conform with this amendment. All provisions not in conflict with this amendment are still in effect and are to be performed at the level specified in the contract. This amendment and all its attachments are made a part of the contract.

In witness thereof, the parties hereto have caused this **14** page Subcontract to be executed by their undersigned officials as duly authorized.

Highlands County, a political subdivision of the State of Florida By Its Board of County Commissioners:

Signed by: _____

Name: Kathleen G. Rapp _____

Title: BOCC Chair_____

Date: _____

ATTEST:

_____
Jerome Kaszibowski, Clerk

Provider Fiscal Year Ending Date: Sept 30, 2023_

FEIN #: 59-6000655_

Healthy Families Florida

Signed by: _____

Name: Jennifer Ohlsen_____

Title: Executive Director_____

Date: _____

Ounce of Prevention Fund of Florida

Signed by: _____

Name: Douglas Sessions, Jr._____

Title: President/CEO_____

Date: _____

Funding Period: 7/1/22 - 6/30/23
Lead Entity: Highlands County BOCC
Project Name: HF Highlands
Contract # 20-25-42

Date: 10/6/2022

***SEE INSTRUCTIONS ON THE BOTTOM OF THE REPORT.

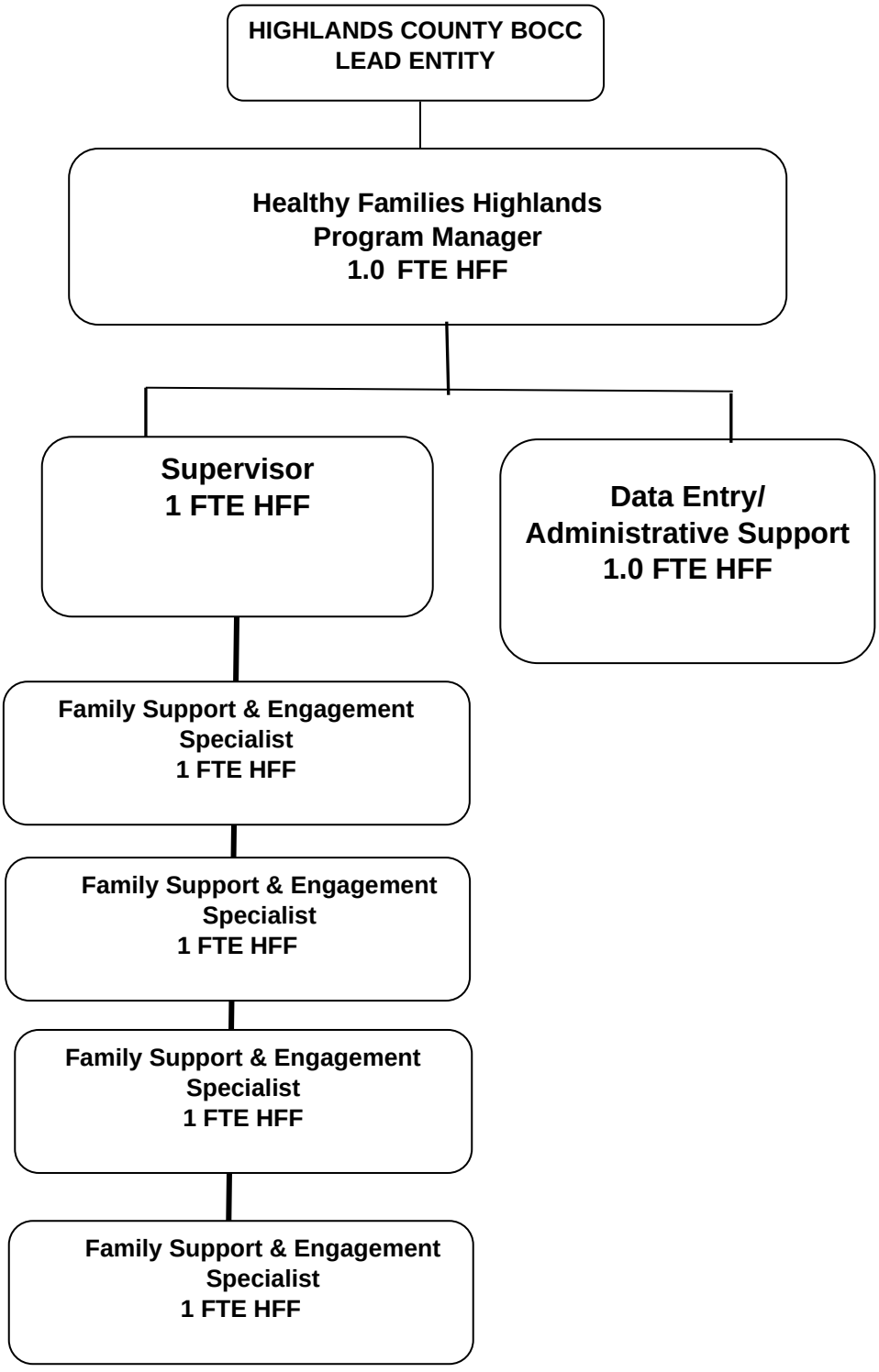
*Salaires are adjusted to account for FTE revisions; cash contribution added to HFF grant and cash re-allocated

FOR HFF/HFF USE ONLY:
APPROVAL

Categories and Line Items	CURRENT BUDGET					BUDGET CHANGES (+) INCREASES / (-) DECREASES					REVISED BUDGET				
	Total Cost of Program	HFF Grant	Cash Contrib.	In-kind Contrib.	Other	Total Cost of Program	HFF Grant	Cash Contrib.	In-kind Contrib.	Other	Total Cost of Program	HFF Grant	Cash Contrib.	In-kind Contrib.	Other
Direct Expenses															
A. Salaries and Wages															
1 Program Manager (1 FTE)	$53,868.00	$49,685.00	$4,183.00	$0.00	$0.00	$5,139.00	$9,322.00	($4,183.00)	$0.00	$0.00	$59,007.00	$59,007.00	$0.00	$0.00	$0.00
2 Supervisor (1FTE)	$37,934.00	$37,100.00	$834.00	$0.00	$0.00	$3,666.00	$4,500.00	($834.00)	$0.00	$0.00	$41,600.00	$41,600.00	$0.00	$0.00	$0.00
3. Family Support & Engagement Specialist (1 FTE) **title change w/Amend 4**	$27,040.00	$24,960.00	$2,080.00	$0.00	$0.00	$7,427.00	$9,507.00	($2,080.00)	$0.00	$0.00	$34,467.00	$34,467.00	$0.00	$0.00	$0.00
4. Family Support & Engagement Specialist (1 FTE) **title change w/Amend 5**	$27,040.00	$24,960.00	$2,080.00	$0.00	$0.00	$7,427.00	$9,507.00	($2,080.00)	$0.00	$0.00	$34,467.00	$34,467.00	$0.00	$0.00	$0.00
5. Family Support & Engagement Specialist (1 FTE) **title change w/Amend 6**	$27,040.00	$24,960.00	$2,080.00	$0.00	$0.00	$7,427.00	$9,507.00	($2,080.00)	$0.00	$0.00	$34,467.00	$34,467.00	$0.00	$0.00	$0.00
6. Family Support & Engagement Specialist (1 FTE) **title change w/Amend 7**	$28,450.00	$24,960.00	$3,490.00	$0.00	$0.00	$6,017.00	$9,507.00	($3,490.00)	$0.00	$0.00	$34,467.00	$34,467.00	$0.00	$0.00	$0.00
7 Family Support Engagement Specialist/ Family Engagment Specialist (FSES 40% /FES 60% = 1 FTE) **Position removed w/Amend 4**	$18,282.60	$14,626.00	$3,656.60	$0.00	$0.00	($16,282.60)	($12,626.00)	($3,656.60)	$0.00	$0.00	$2,000.00	$2,000.00	$0.00	$0.00	$0.00
8 Family Support Engagement Specialist/ Family Engagment Specialist (FSES 25% FES 50% =.75 FTE) **Position removed w/Amend 4**	$10,334.00	$10,334.00	$0.00	$0.00	$0.00	($5,622.14)	($5,622.14)	$0.00	$0.00	$0.00	$4,711.86	$4,711.86	$0.00	$0.00	$0.00
9 Data Entry Clerk (1 FTE)	$31,648.00	$30,870.00	$778.00	$0.00	$0.00	$0.00	$778.00	($778.00)	$0.00	$0.00	$31,648.00	$31,648.00	$0.00	$0.00	$0.00
Subtotal Salaries and Wages	$261,636.60	$242,455.00	$19,181.60	$0.00	$0.00	$15,198.26	$34,379.86	($19,181.60)	$0.00	$0.00	$276,834.86	$276,834.86	$0.00	$0.00	$0.00
B. Payroll Taxes and Benefits	$135,828.00	$79,545.00	$56,283.00	$0.00	$0.00	($7,908.91)	($34,379.86)	$26,470.95	$0.00	$0.00	$127,919.09	$45,165.14	$82,753.95	$0.00	$0.00
C. Program Consultants and Contractual															
1. Background Screening	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2. Fingerprinting	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
3. Information Technology related charges	$9,742.00	$0.00	$9,742.00	$0.00	$0.00	($1,316.84)	$0.00	($1,316.84)	$0.00	$0.00	$8,425.16	$0.00	$8,425.16	$0.00	$0.00
Subtotal Program Consultants & Contractual	$9,742.00	$0.00	$9,742.00	$0.00	$0.00	($1,316.84)	$0.00	($1,316.84)	$0.00	$0.00	$8,425.16	$0.00	$8,425.16	$0.00	$0.00
D. Other Consultants and Contractual															
1. Legal	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2. Audit	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
3. Accounting	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
4. ADA Interpreting Services	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Subtotal Other Consultants and Contractual	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
E. Participant Educational Materials	$700.00	$0.00	$700.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$700.00	$0.00	$700.00	$0.00	$0.00
F. Consumable Program Supplies	$500.00	$0.00	$500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$500.00	$0.00	$500.00	$0.00	$0.00
G. Assistance to Participants															
1 Participant Incentives	$1,500.00	$0.00	$1,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,500.00	$0.00	$1,500.00	$0.00	$0.00
Subtotal Assistance to Participants	$1,500.00	$0.00	$1,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,500.00	$0.00	$1,500.00	$0.00	$0.00
H. Office Expenses															
1. Telephone	$3,695.00	$0.00	$3,695.00	$0.00	$0.00	($504.00)	$0.00	($504.00)	$0.00	$0.00	$3,191.00	$0.00	$3,191.00	$0.00	$0.00
2. Utilities	$3,759.36	$0.00	$0.00	$3,759.36	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3,759.36	$0.00	$0.00	$3,759.36	$0.00
3. Postage and Shipping	$300.00	$0.00	$300.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$300.00	$0.00	$300.00	$0.00	$0.00
4. Supplies	$1,750.00	$0.00	$1,750.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,750.00	$0.00	$1,750.00	$0.00	$0.00
5. Copying	$575.00	$0.00	$575.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$575.00	$0.00	$575.00	$0.00	$0.00
Subtotal Office Expenses	$10,079.36	$0.00	$6,320.00	$3,759.36	$0.00	($504.00)	$0.00	($504.00)	$0.00	$0.00	$9,575.36	$0.00	$5,816.00	$3,759.36	$0.00
I. Operating Capital Outlay															
1. Machinery & Equipment	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2. Computers & Software	$146.00	$0.00	$146.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$146.00	$0.00	$146.00	$0.00	$0.00
Subtotal Operating Capital Outlay	$146.00	$0.00	$146.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$146.00	$0.00	$146.00	$0.00	$0.00
J. Lease/Rent															
1. Equipment	$1,862.00	$0.00	$1,862.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,862.00	$0.00	$1,862.00	$0.00	$0.00
2. Transportation	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
3. Building	$16,692.64	$0.00	$0.00	$16,692.64	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$16,692.64	$0.00	$0.00	$16,692.64	$0.00
Subtotal Lease/Rent	$18,554.64	$0.00	$1,862.00	$16,692.64	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,554.64	$0.00	$1,862.00	$16,692.64	$0.00
K. Maintenance	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
L. Insurance	$1,880.00	$0.00	$1,880.00	$0.00	$0.00	($235.00)	$0.00	($235.00)	$0.00	$0.00	$1,645.00	$0.00	$1,645.00	$0.00	$0.00
M. Staff Travel															
1. Home Visiting Travel Costs	$18,000.00	$0.00	$18,000.00	$0.00	$0.00	($5,233.51)	$0.00	($5,233.51)	$0.00	$0.00	$12,766.49	$0.00	$12,766.49	$0.00	$0.00

2. Training Travel Costs	$1,000.00	$0.00	$1,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,000.00	$0.00	$1,000.00	$0.00	$0.00
3. Conference Travel Costs	$346.00	$0.00	$346.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$346.00	$0.00	$346.00	$0.00	$0.00
Subtotal Staff Travel	$19,346.00	$0.00	$19,346.00	$0.00	$0.00	($5,233.51)	$0.00	($5,233.51)	$0.00	$0.00	$14,112.49	$0.00	$14,112.49	$0.00	$0.00
N. Conference Registration Fees and Staff Training Registration Fees	$300.00	$0.00	$300.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$300.00	$0.00	$300.00	$0.00	$0.00
O. Membership Fees and Subscriptions															
1. HFA Affiliation Fee	$3,800.00	$0.00	$3,800.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3,800.00	$0.00	$3,800.00	$0.00	$0.00
2. Membership Fees	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
3. Subscription Fees	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Subtotal Membership Fees and Subscriptions	$3,800.00	$0.00	$3,800.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3,800.00	$0.00	$3,800.00	$0.00	$0.00
P. Advertising	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Q. Outside Printing and Artwork	$250.00	$0.00	$250.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$250.00	$0.00	$250.00	$0.00	$0.00
R. Other Allowable Costs (incl. furniture less than $1,000)															
1. Furniture < $1,000	$300.00	$0.00	$300.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$300.00	$0.00	$300.00	$0.00	$0.00
Subtotal Other Allowable Cost	$300.00	$0.00	$300.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$300.00	$0.00	$300.00	$0.00	$0.00
DIRECT EXPENSES TOTAL	$464,562.60	$322,000.00	$122,110.60	$20,452.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$464,562.60	$322,000.00	$122,110.60	$20,452.00	$0.00
Administrative Expenses															
Allocated Management and General Overhead, not to exceed 10% of HFF grant amount	$52,383.00	$0.00	$0.00	$52,383.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$52,383.00	$0.00	$0.00	$52,383.00	$0.00
GRAND TOTAL (Direct and Administrative Expenses)	$516,945.60	$322,000.00	$122,110.60	$72,835.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$516,945.60	$322,000.00	$122,110.60	$72,835.00	$0.00

HF Highlands



Healthy Families Florida Quarterly Narrative Report

Attachment 15

Reporting for HF: **Project Name** **Reporter**:

Reporting Period: **Choose an item.** **Date Submitted:**

Please complete and submit this form to hffdeliverables@ounce.org by the 15th of the month following each quarter. Where provided, use the drop down boxes to select appropriate answers. Do not remove/delete questions that do not apply, instead write or use the drop down box to select "**Not Applicable**."

Referrals and Numbers Served

1. Report the monthly number of families served and the percentage of contracted number to serve for each month of the quarter. (This data is available in the Attachment A-Fiscal Year Row D in the Capacity/Closures section of the Performance Management System.)
2. If your project did not meet the minimum monthly compliance measure in any one of the three months of this reporting period, please describe the extenuating circumstances and the strategies for increasing the number of families served.
3. Select the number of pregnant women served in the quarter who are neither U.S. citizens nor legal residents of the U.S. nor have a child in the home that is a U.S. citizen or legal resident (This is necessary for DCF reporting and does not impact the eligibility of the families enrolled).

Successes and Challenges

4. Share any successes your project has had **since the last quarterly narrative report** and any strategies utilized to realize these successes. Innovative strategies that may benefit other projects will be shared with other HFF projects.
5. Describe any new/major challenges in program implementation your project has had **since the last quarterly narrative report** (e.g., meeting outcomes, staff turnover, etc.).

Community Engagement

6. Describe any new successes or challenges you experienced with community collaborations (e.g., DCF, Community-Based Care providers, Healthy Start, DJJ, law enforcement CPIs, etc.) since the last quarterly narrative report.
7. Describe how you educated community partners and the public during the quarter on HFF and the benefits of the program.
8. Detail any community events or participant activities/events that occurred during the quarter.

Mental Health Counselor OR Navigator Report

9. If you have a Mental Health Counselor **AND**/**OR** Navigator, complete the sections below. **Choose an item.**
10. If the Mental Health Counselor **AND**/**OR** Navigator did not meet the monthly contracted number of families to be served in any one of the three months of this reporting period (15 per month for Mental Health Counselor, 20 per month for Navigators), please describe the extenuating circumstances and the strategies for increasing the number of families served.
11. Describe in narrative format how at least one participant has made progress since they began Mental Health Counselor **AND**/**OR** Navigator services. The example should demonstrate the high-risk nature of the family and how these services are critical in preventing child abuse and neglect. **Insert story here**. Each example must include:
    - the family ID so that we can cross-reference the narrative with data

- a brief history of what brought the family into the Healthy Families program
- symptoms/concerns at the time they started services with the Mental Health Counselor **and/or** Navigator (why were they referred)
- results of the psychosocial or needs assessment and service plan goals
- how the Mental Health Counselor **and/or** Navigator and FSS worked together (if applicable)
- how the Mental Health Counselor **and/or** Navigator connected participant or other family members with auxiliary services such as childcare, transportation, medication management or detox (if applicable)
- what techniques/strategies were implemented by the Mental Health Counselor (if applicable)
- how the participant(s) and child(ren) are benefitting as a result of the Mental Health Counselor **and/or** Navigator services

12. Describe any new barriers (if any) that were identified related to connecting families with needed services. (For example- are there service gaps in the community or unexpected barriers to receiving services.)

13. Is there any way in which the HFF Central Office can better assist your project in providing Mental Health Counselor **and/or** Navigator services, either through direct technical assistance or through conference calls/meetings? Please describe.

Quality Improvement Plan Update

14. Attach the update to your site's Quality Improvement Plan **Choose an item.**

Parent Engagement and Leadership

15. Provide a detailed success story of **any** Healthy Families family that has made significant progress. If the family is a level 3, 4 or graduate and the family is willing to share outside of HFF, it should be written by the family in first person and a signed Authorization to Exchange Information form must be on file and submitted upon request. No authorization is required if the story is provided by staff and only includes a participant ID and no family names. **Insert story here**

16. Provide information on Parent Leadership activities, which are defined as meaningful involvement of family members who are consumers of program services in the areas of program planning, implementation and evaluation. Describe the activities below.

Protocol for the Purchase of Property Purchased with HFF Grant Funding

September 2022

Protocol for the Purchase of Property

All technology and furniture purchased must be pre-approved by the Department of Children and Families (Department). If a technology/furniture purchase is made without Department approval the cost will not be reimbursed. Once an approved IRR is sent to the site the purchase must be made within 30 days or the IRR is invalid. All approved purchases made between April and June must be made, delivered, installed, paid for and invoiced no later than the June invoice. If the payment is made after June 30th, the cost will not be reimbursed by the Department or OPFF.

A formal contract amendment is required prior to the purchase of any property item not specifically listed in the approved budget. The amendment must be approved by the Department prior to execution by the parties. Once the Department receives the executed amendment, then the IRR may be sent to the Department. The IRR and three quotes must be submitted to the contract specialist at sgodfrey@ounce.org.

The contract specialist will review the request and then send it to management for review. If the documentation is in order, it is sent back to the contract specialist and the contract specialist will submit the IRR and quotes to the Department contract manager for approval. If modifications are necessary, the contract specialist will contact the staff person who submitted the request. Upon Department approval, the contract specialist will notify the project. The project must not make any purchase until the contract specialist has emailed final Department approval to the staff person who submitted the request.

Ensure that all technology/furniture purchased with HFF Grant funds are sufficiently covered by your insurance policy for replacement value. If technology/furniture purchased with HFF Grant funds is destroyed, stolen or lost, there must be sufficient insurance coverage to replace the item at no additional cost to HFF.

Obtaining Approval to Purchase Technology Equipment Using Ounce of Prevention/HFF Grant Funds

All projects must submit an Information Resource Request (IRR) form and three quotes for each type of equipment/furniture to the contract specialist sgodfrey@ounce.org requesting to purchase new computer hardware, tablets, printers, LCD projectors, smart phones, other technology, specialty software and furniture (including desks, module furniture pieces, cabinets, shelves, chairs, tables, file cabinets, etc).

All three quotes must:

1. Show all of the detailed equipment specifications for each piece of technology listed on the quote
2. Number of each type of item requested (if you want 5 desktops and 3 laptops the quotes must reflect those numbers)
3. All three quotes must be for the same make and model for:
    a. each piece of technology and contain the same specifications
    b. each type of furniture
4. Required 4 year warranty (what the coverage includes) on all computers
5. Required 4-year license for Computrace or GHE Endpoint encryption software on all laptop computers
6. Legible vendor contact information or link
7. Quotes should be locked in for at least 30 days to allow time for the approval process,
8. Ensure that the quotes are legible and clear when submitted
9. Saved in the following format "name of project, name of vendor and type of equipment"

An IRR is not needed to purchase a mouse, flash drive or keyboard (unless the items are specialized or cost is higher than a basic model). The purchase request must be for the lowest priced item from the three quotes. The project's budget must include sufficient funds for purchasing the technology/furniture prior to submitting a request. The last date to request an IRR for the fiscal year will be noted during the lapse planning time frame, unless a different time frame is specified by DCF**.**

An IRR is needed for purchasing:

1. Any type of technology regardless of cost. Examples include but are not limited to:
    a. Computers (Desk or Laptop)
    b. Monitors
    c. Tablets
    d. DVD players
    e. Televisions
    f. Projectors
    g. Cameras
    h. Phones
    i. Digital storage devices
    j. Specialized keyboards
    k. Specialized furniture
    l. Headsets
    m. Web cameras
2. **Any** software other than Microsoft Office Suite
3. Computer Licenses
4. Virtual Meeting licenses
5. Furniture - Examples include but are not limited to:
    a. Desk
    b. Module desks
    c. Book Shelf
    d. Cabinet
    e. File Cabinets
    f. Tables
    g. Conference Tables
    h. Module desks
    i. Module walls
    j. Chairs (Desk, Office, conference)
6. Items with a purchase price, or value of $1,000 or more
7. Items that have a life of 12 months or longer
8. If there are multiple pieces that when combined make a whole piece and the total cost of all pieces combined are more than $1,000

Furniture – if using HFF Grant funds all furniture items must now be included on the IRR and sent to DCF for approval before the purchase can be made. Send 3 quotes of the items and a completed IRR to sgodfrey@ounce.org.

All items purchased using HFF Grant funds must have a property inventory tag and be listed on the Cumulative Property Inventory.

For equipment or items not listed above, contact Suzie Godfrey at 850-488-1752 x 104 or email sgodfrey@ounce.org and receive an email granting approval prior to purchasing any of these items. If you purchase before receiving an approved IRR DCF will *not* reimburse that expense.

For additional information or support please contact:
Suzie Godfrey - sgodfrey@ounce.org - 850-488-1752 ext. 104

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
JOB DESCRIPTION

REGULAR ☒ SENIOR MANAGEMENT SERVICE ☐ OPS/OTHER ☐ _____

POSITION INFORMATION

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

Job Title: Family Support & Engagement Specialist	**Division**: Community Programs	**Department:** Healthy Families	**Cost Center:** 5229
Job Code: ~~1014~~ 1174	**Pay Grade**: ~~103~~ 105	**Pay Band:** $31,511.42 - $47,267.14	**FTE**: 1.0
Included/Exempt: Included	**Type of Transaction**:		
EMPLOYEE:	**Special Risk**: Yes ☐ No ☒	**Overtime**: Yes ☒ No ☐	

1. This position reports directly to: Job Title Supervisor Job Code 1035 Pay Grade 109
2. Job Title, Job Code, and Pay Grade of each position which reports directly to this position:

POSITION DUTIES & RESPONSIBILITIES

General Description:

A paraprofessional or professional responsible for initiating and maintaining an ongoing supportive relationship with families through the provision of regular, long-term home visiting services. This position requires managing referrals, determining eligibility for services, offering program services, enrolling new program participants and conducting an initial assessment of needs using the Healthy Families Florida Assessment Tool (HFFAT).

Essential Job Functions:

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

- Making weekly (or less frequent) home visits for a caseload of up to twenty-five families.
- Assists in strengthening the parent-child relationship through improving parenting skills and by modeling appropriate activities during home visits.
- Provides education on parenting, child development, child and health safety using evidence-based curriculum.
- Works with individual participants and groups.
- Establishes a trusting relationship with at risk families by initiating and maintaining appropriate participant contact.
- Establishes a family goal plan with objectives and activities with the supervisor and follows through with implementation.
- Initiates and maintain home visitation schedule with families according to level status.
- Timely completes required parent or child screenings including development screenings, Home Safety Checklist, maternal depression screenings, initial risk and protective factor assessments, parenting inventory, etc.
- Ensures that family is linked to a medical provider; provides information on the importance of timely immunization and well child checks and document dates of immunizations and well-child check-ups.
- Acts as a liaison between families and other community agencies.
- Documents services provided, interactions observed and participant responses clearly, accurately, and timely (within 2 working days) in participant file.
- Familiarizes self with community resources appropriate to needs of the families.
- Attends regular staff meetings, multi-disciplinary staffing, in-service training, and other meetings as required.
- Maintains confidentiality of participant information and respects diverse cultural differences of families within communities.
- Meets with Supervisor on weekly basis for case management and review of all families on caseload.
- Participates in reflective practice/supervision while maintaining an openness for introspection. Communicates self-awareness in relation to others and recognizes the value of supervision.
- Completes initial training required by Healthy Families Florida and a minimum of 20 hours per year of training thereafter.
- Maintains a professional and safe unit and work area adhering to established safety policies and the image desired for the organization.
- Consistently follow Highlands County Board of County Commissioners, Healthy Families Highlands and Healthy Families Florida policies and procedures.
- Responds productively to change.
- Performs all other related tasks as directed.

Any Healthy Families staff personally involved in a Department of Children and Families investigation is required to notify their direct supervisor. Due to the nature of the work done by Healthy Families, this type of incident and/or failure to report such an incident may put the program in a position of public disrepute and therefore result in disciplinary action for the employee.

Knowledge, Skills, and Abilities:

• Knowledge of infant and child development.
• Experience in successfully working with children (0 to 5 years of age) and their families.
• Experience and humility to work with culturally diverse populations.
• Ability to use good judgment and make independent decisions with clear and professional boundaries.
• Ability to work independently, meet deadlines, possess good time management skills and utilize initiative.
• Ability to establish trusting relationships and accept individual differences.
• Ability to maintain effective working relationships with co-workers, managers, supervisors, directors, elected officials, vendors, and the general public.
• Good writing, organizational and computer skills.
• Write and speak the English Language in an understandable manner.
• Bilingual (Spanish-English) a plus.

Physical Skills:

Must be able to remain in a stationary position for 50% of the time. Must be able to inspect and assess daily email and postal mail correspondence. Frequently operates various types of office equipment to include, but not limited to a computer and copy machine. Occasionally ascends/descends stairs. The individual in this position frequently communicates with the public, vendors, and co-workers. Must be able to exchange accurate information in these situations. Rarely moves material and office equipment weighing up to 25lbs. Constantly works in an indoor environment. Rarely works in inclement outdoor weather conditions. Rarely operates motor vehicle for up to (4) hours continuously or intermittently. Must be able to frequently position self to reach files and other office items located on low shelfs or the floor. May be exposed to safety hazards, contaminants, and participants with infectious diseases.

MINIMUM QUALIFICATIONS

Education & Experience:

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

Graduation from an accredited high school or possession of an equivalent diploma and one (1) year of experience working with children and/or families.

Licenses, Certifications, or Registrations:

Must possess and maintain valid Florida driver license. Must have the ability to provide transportation for self on a daily basis to complete home visits with participants. Must provide proof of valid insurance with the minimum coverage required by Florida law.

Other job related requirements:

Disaster Essential. Applicant must also sign the Healthy Families Florida Standard of Confidentiality and Information Sharing Form, the Affidavit of Understanding, the Department of Children and Families (DCF) Security Agreement and the Affidavit of Good Moral Character Form.

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

Must be willing and able to work a flexible schedule to accommodate the needs of the program participants

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

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

Internal Use Only:

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

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

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: October 18, 2022

PRESENTER:	**Brandon Gunn, Projects Manager** **Leah Sauls, Development Services Director**
SUBJECT/TITLE:	**Request approval of the Consultant Services Agreement (CSA) No. 1 with The Lunz Group Inc. for Design, Permitting, and Construction Administration Services for the First Floor Annex Remodel.**

STATEMENT OF ISSUE

The Board approved project 20082 on October 7th 2021 to provide for the remodel of the Annex first floor. A consultant was selected from the County's Library of Consultants and a CSA has been prepared. Consideration to approve that the CSA with The Lunz Group Inc. for the fixed amount of $69,800.00 for the services outlined in the agreement.

RECOMMENDED ACTION

Move to approve the Consultant Services Agreement (CSA) No. 1 with The Lunz Group Inc. for Design, Permitting, and Construction Administration Services for the First Floor Annex Remodel.

FISCAL IMPACT

The fiscal impact is $52,350 from Fund 180 (Building), 3440A/56200 and $17,450 from Fund 005 (General), 3996/56200Z/20082.

Attachments: 20-024 The Lunz Group CSA 1 FV.pdf

HIGHLANDS COUNTY, FLORIDA
AUTHORIZATION FORM

Select One of the following

☐ **TOA: TASK ORDER ASSIGNMENT** (UNDER $50,000)	#
☒ **CSA: CONSULTANT SERVICE AUTHORIZATION** (OVER $50,000)	#1

Upon binding execution by both Parties, this Authorization Form becomes an attachment to and a permanent part of the Master Professional Continuing Services Agreement **The Lunz Group Inc.** (Agreement) between HIGHLANDS COUNTY and (CONSULTANT) identified by the Master Contract Date. In accordance with Florida Statutes, Section 287.055 (2)(g) the CONSULTANT is providing professional services to the COUNTY for work of a specified nature as outlined in the Agreement.

Project Amount:
$69,800.00

Budget Account Number: Fund or cost enter/account/project #, if applicable
3996/56200Z/20082 3440A/56200

RFP# 20-024 Category 1 Architecture

Master Contract Date:
03/02/2021

NOTE: THE CONSULTANT MAY NOT BEGIN WORK UNTIL THIS FULLY SIGNED CSA/TOA AND, AS NECESSARY, A COUNTY PURCHASE ORDER ARE DELIVERED TO THE CONSULTANT.

SUMMARY OF WORK TO BE COMPLETED

Each Task Authorization package must include:

☒ **Exhibit A** – Scope of Work
☒ **Exhibit B** – Compensation
☒ **Exhibit C** – Sub-Consultants
☐ **Exhibit D** – Plans/Drawings/Survey N/A

DEPARTMENT APPROVAL

Recommended by	**Reviewed by**
Print Name: Brandon Gunn, Projects Manager	Print Name: Leah Sauls, Development Services Director
X Brandon Gunn Digitally signed by Brandon Gunn Date: 2022.09.21 09:29:07 -04'00'	X Leah Sauls 9/21/22
1. Project Manager Signature Date	2. Director or Designee Signature Date

CONSULTANT ACCEPTANCE

Consultant's Designated Agent	**Consultant Project Manager:**
Print Name: J. Michael Murphy/Principal/Partner	Print Name: James Pendley
X 10/11/2022	
3. Consultant Signature Date	

PURCHASING REVIEW

Purchasing Manager or Designee
Print Name: Lori K. DeLoach, Purchasing Manager

X Lori K. DeLoach Digitally signed by Lori K. DeLoach Date: 2022.10.11 12:30:12 -04'00'

4. Purchasing Manager or Designee Signature Date

LEGAL REVIEW

County Attorney or Designee
Print Name: David M. Raulerson, Assistant County Attorney

X Chantel Bates 10/11/2022

5. County Attorney or Designee Signature Date

COUNTY APPROVAL

County Administrator or Designee (under $50,000)	**Board Chair** (over $50,000)
Print Name: Laurie Hurner, Interim County Administrator	Print Name: Kathleen G. Rapp, Chair
X To be approved and executed by the Board	X
6. County Administrator or Designee Signature Date	7. Board Chair or Designee Signature Date

Exhibit "A"
Scope of Work

Project: First Floor Annex Remodel

The CONSULTANT is to provide the following services for the Project. The CONSULTANT shall keep the COUNTY informed of the progress of such work.

TASK 1. Create Base Plan/Schematic Design

The Lunz Group shall visit site to verify accuracy of the existing floor plan dated 11/18/98, photograph and measure applicable portions and create electronic CAD base plan to be used as basis of all designs. The Lunz Group shall work with the Owner to confirm required spaces, and shall review laws, codes, and regulations applicable to our services. We will develop a schematic floor plan. We will provide a refined schematic floor plan within ten (10) business days following comments by County.

Deliverables:

- Provide drawings of the existing Floor Plan
- Schematic Floor Plan of proposed floor plan for review and approval by Owner
- Refined Schematic Floor Plan

TASK 2: Construction Documents/Permitting

Task 2a: Construction Documents (75%), (Issued for Owner Approval)

Based on Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the project requirements, The Lunz Group shall prepare Construction Documents for the Owner's approval. The level of completion will be approximately 75% complete for the project. The Construction Documents shall illustrate and describe the further development of the approved Schematic Design Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the work.

Deliverables:

- 75% Construction Document package for review and approval by the Owner**.**

Task 2b: Construction Documents (100%), (Issued for Building Permit/Bid)

Based on Owner's approval of issued Owner Approval set, and on the Owner's authorization of any adjustments in the project requirements, The Lunz Group shall prepare Construction Documents for Issuance for Building Permit/Bid.

Deliverables:

- 100% signed and sealed Construction Document package for submission to municipality for review/comment.
- The Lunz Group will respond to Building Department comments and revise drawings as required.
- The Lunz Group shall respond to RFI/Bid questions and provide clarification.

Task 2c: Construction Documents (Signed/Sealed), (Issued for Construction)

Pending any review comments from the building department and inclusion of addenda bidding, The Lunz Group will develop a final set – Issued for Construction set. The Owner and Architect acknowledge that, in order to perform the work, the contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which The Lunz Group shall review during Construction Administration.

Deliverables:

− 100% Construction Document package issued to General Contractor for Construction.

TASK 3: Construction Administration

The Lunz Group will review Shop Drawings and Product Data submitted by the General Contractor and provide construction observation visits. The Architect, Mechanical Engineer, Electrical Engineer, Plumbing Engineer shall provide construction administration for the construction phase pertaining to submittal review. ASI and RFI responses, and site visit for progress review and discussion.

Site Visits

Site visits shall be as follows and include all phases:
-Architect: 5
-MEP Engineers: 3
Visits exceeding these quantities shall be compensated on an hourly basis.

Schedule (Calendar Days)

Task 1: Create Base Plan/Schematic Design

- 28 Days from Notice to Proceed
- Provide refined Schematic Floor Plan 14 Days from receipt of comments

Task 2a: Construction Documents (75%), (Issued for Owner Approval)

- 28 Days from Owner Approval of Schematic Floor Plan

Task 2b: Construction Documents (100%), (Issued for Building Permit/Bid)

- 18 Days from Owner Approval of 75% Construction Documents

Task 2c: Construction Documents (Signed/Sealed), (Issued for Construction)

- 10 Days from Issuance of all comments from Building and Fire Departments

PERIOD OF SERVICES:

Upon receipt of a duly executed copy of this Authorization Form, the CONSULTANT will promptly initiate the Scope of Services outlined above. Final completion of services will be within **two hundred ten calendar days from the final execution of the Authorization**.

Exhibit "B"
Compensation

First Floor Annex Remodel		
TASK	**DESCRIPTION**	**FEE**
1	**Create Base Plan/Schematic Design**	$9,400.00
2	**Construction Documents/Permitting**	$38,800.00
3	**Construction Administration**	$21,600.00
FIXED FEE (Including Reimbursable Expenses)		**$ 69,800.00**

Exhibit "C"
Sub-Consultants

Type/Service: mechanical, electrical, plumbing engineering
Name: MES Group
Address: 550 North Reo Street Suite 203
Contact: Philip Moody
Contact Phone: 813 331 5085 Ext. 2220
Contact E-mail: Philip.Moody@MESGroupinc.com

EXHIBIT "D"
Plans/Drawings

NA

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: October 18, 2022

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

SUBJECT/TITLE: **Request approval of Amendment 1 to the Tourism Consultant Services Agreement extending the contract for one year to Fiscal Year 22-23**

STATEMENT OF ISSUE

The Tourism Development Council's Lead Consultant was solicited through Purchasing's Request for Proposal (RFP) process - RFP 21-008. Gray Dog Publishing, Inc. was the top consultant selected the Highlands County Board of County Commissioners and entered into an agreement with for Fiscal Year 21-22.

The Tourism Development Council's Lead Consultant agreement can be extended up to five time, through a successful evaluation process at the end of each fiscal year. A 3% escalator will be added to each contract year with a successful evaluation. A successful evaluation score is 26 points or higher, out of a possible 40 total points, on the Vendor Evaluation Form. Gray Dog Publishing, Inc. scored 36 out of 40 points possible. The contract for fiscal year 2022-2023 is $98,880.

RECOMMENDED ACTION

Move to approve Amendment 1 to the Tourism Consultant Services Agreement extending the contract for one year to Fiscal Year 22-23.

FISCAL IMPACT

The fiscal impact is an increase to Fund 152 (Tourist Development) and the overall FY22 budget in the amount of $2,880 to Cost Center 5301 (Tourist Dev - Operations), account 53400 (Contractual Services).

Attachments: Amendment 1.Gray Dog.1yr.Extension .pdf

AMENDMENT 1 TO THE TOURISM CONSULTANT SERVICES AGREEMENT BETWEEN HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS AND GRAY DOG PUBLISHING, INC.

THIS AMENDMENT is made by and between Highlands County Board of County Commissioners, 600 S. Commerce Avenue, Sebring, Florida 33870 ("COUNTY") and Gray Dog Publishing, Inc., 3200 U.S 27 South, Suite 402, Sebring, Florida 33870 ("CONSULTANT").

WHEREAS, CONSULTANT entered into a Tourism Consultant Services Agreement with the COUNTY on October 5, 2022; and

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

NOW THEREFORE, in consideration of the mutual covenants contained herein, the COUNTY and CONSULTANT agree as follows:

1. Section 2 of the Agreement is hereby amended to extend the term for an additional one (1) year period from October 1, 2022, through and including September 30, 2023.

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

IN WITNESS WHEREOF, the parties hereto have set their hands and seal this ____day of _____, 2022.

(Signatures on following page)

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY, FLORIDA

_____
Kathleen G. Rapp, Chair

ATTEST:

_____
Jerome Kaszubowski, Clerk

GRAY DOG PUBLISHING, INC.

_____
Casey Wohl Hartt, President

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization of _____, as _____, of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 2022.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: October 18, 2022

PRESENTER:	**Jeff King, Executive Manager of Business and Economic Development**
SUBJECT/TITLE:	**Request to appoint Joe Gleason, CEO of HCA Florida Highlands Hospital, to the Highlands County Industrial Development Authority and Economic Development Council.**

STATEMENT OF ISSUE

Joe Gleason, current CEO of HCA Florida Highlands Hospital, has applied to join the Industrial Development Authority and Economic Development Council to fill the vacancy left by Jason Kimbrell, former CEO of HCA Florida Highlands Hospital. This application have been approved and recommendation by the Industrial Development Authority and Economic Development Council for this change is being made to the Board of County Commissioners.

RECOMMENDED ACTION

Move to appoint Joe Gleason, CEO of HCA Florida Highlands Hospital, to the Highlands County Industrial Development Authority and Economic Development Council.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Gleason_Joseph_Resume_2022.pdf
IDA Application - 7_16_2020.pdf

Joseph Gleason MHA, PT **(706) 346-8711 · joseph.gleason@hcahealthcare.com**

PROFESSIONAL EXPERIENCE

HCA Florida Highlands Hospital
Chief Executive Officer **November 2021 – Present**

- Executive oversight for operations, quality, finance, strategy, and stakeholder engagement
- 126 licensed bed acute care facility
- Implemented Tele-psych services
- Physician recruitment to expand Pulmonary services

StoneCrest Medical Center **March 2019 – November 2021**
Chief Operating Officer/Ethics and Compliance Officer

- Leadership and financial responsibility for Surgical Services, Imaging, Cath Lab, Therapy Services, Lab, Pharmacy, Radiation Oncology, Facilities Management, Orthopedic and Spine Service Line, EVS, FNS, and Medical Staff Office.
- Executive oversight for expansion and construction projects
  - $5.95 million CAMs ICU expansion and renovation
  - $3.6 million Imaging Upgrade project
  - Various smaller projects: expansions and moves
- Capacity creator for new Oncology Rehab service line
- Facilitated launch and successful partnership with off-campus mammography JV with Solis Imaging
- Earned a 95% Ethics Score in the October 2019 CPR process

Key Results:

- Led and implemented Stratus communication tools
- Chest Pain Re-accreditation, Joint Commission Re-designation, and Total Joint and Spine Certification
- Hernia Center of Excellence designation
- Implemented Lung Nodule Program to include Navigation Bronchoscopy, Lung Nodule Coordinator, and Thoracic Surgery
- Launched medical training programs for PA, CRNA, and Paramedics
- Established Comprehensive Robotic Center
  - daVinci growth at 14.4% (’20 v ’19) and 14.4% (’19 v ’18)
  - Attained MAKO and Globus robot for diversification of service line
  - Cultivated Robotic Case Observation Center

Redmond Regional Medical Center (Various Positions) **June 2000 – February 2019**
VP and Associate Administrator **December 2016 – February 2019**

- Leadership and financial for >200 employees across Inpatient Rehab, Therapy Services, Cardiac Rehab, Outpatient Wound Care, and Emergency Medical Services
- Coordinated market analytics, volume analysis, and development of business plan for future growth
- Critical timeline completion for 3 successful CON applications and one mission critical opposition:
  - $13.9 million OR renovation and expansion
  - $2.6 million 3T MRI Project
  - $20 million Basic Perinatal Services
  - Open Heart CON opposition
- Change champion for new Teleneurology program development to meet critical needs of the facility
- Communicate with impact to teach multiple facility LDIs and appear on peer panel at Division LDI
- Capacity creator for new Oncology Rehab service line including contract negotiation and staff development
- Established 2 Urgent Care Centers including site selection based on market data and analytics

Key Results:

- Improved Inpatient Rehab PEM (Quality and Outcome Score) from bottom quartile in 2015 to the top quartile in 2016 , 2017, and in the Top Ten Percent of the Nation for 2018
- Foster an environment of mutual respect and inclusiveness as evidenced by 93% Employee Engagement score in 2018 (up 6 points YOY) and 84% Employee Engagement score in EMS with a Senior Leader score of 82%, up 26 points YOY
- Collaborated with physicians and therapy staff to enhance OP Rehab services resulting in a 11.9% increase in volume 2017 vs 2016

Associate Administrator **September 2015 – December 2016**

- Leadership and financial responsibility for >200 employees across Inpatient Rehab, Therapy Services, Cardiac Rehab, Outpatient Wound Care, and Emergency Medical Services

- Facilitated 30% increase in Redmond EMS volume to Redmond ED 2017 YOY, which resulted in an additional 163 admissions
- Enhanced operational efficiencies within EMS and increased Senior Leader rating in employee survey by 8 pts YOY
    - Standardized inventory control; Reduction of overtime from 32.6% to 27.3% per pay period

Key Results:

- Decisive evaluation of Wound Care Center with conclusion to end contract service and increase volume by 3.4% 2016 YOY
- Enhanced physician relations resulting in 24% YOY volume growth in Outpatient Rehab in 2015
- Education focus to overcome perceived deficit; Implemented rounding and patient shadowing with physicians
- Fostered programmatic changes resulting in 5.9% Growth of Inpatient Rehab Admissions over 2016 Budget

Interim Chief Operating Officer **April 2015-September 2015**

- Leadership and financial responsibility for 10 leadership direct reports supporting Therapy Services, Cardiac Rehab, Cath Lab, Radiology, Lab, Surgical Services, EVS, Dietary, Outpatient Wound Care Center, and Plant Ops
- Implemented weekly Project Management Meetings with key stakeholders for all construction projects
    - $2 million Emergency Department renovation
    - $250,000 Operating Room refresh
    - $500,000 Lobby renovation
    - $150,000 GME Administrative Office
- Change champion for linen company contract conversion, 1st in division
- Established structure for corporate Process Improvement Team to look at front-end ER process, which was accepted
- Improved patient flow and hold times in PACU/recovery

Patient Experience Officer **2013 – February 2019**

- Expert user of vendor systems for data analysis to identify trends for opportunities and successes
- Developed score cards and graphs to display priority focus areas in a meaningful way
- Communicate with impact to design and create Customer Service Training for all new hires, including physicians
- Selected as hospital lead for the Studer Engagement and a member of the Division Accountability Team
- Outpatient Services (Test and Treatment) Focus group with increase in Overall Rating from below the 50th percentile to above the 90th percentile in 4 quarters (2016)

Director of Therapy Services and Cardiac Rehab **2013-April 2015**

- Created new Parkinson's program for Outpatient Rehab
- Change champion to convert therapy to 100% electronic EMR (ReDoc and Meditech)
- Achieved 9% YOY OP Rehab growth in 4th Qtr 2014, despite loss of top 3 referral sources

Market Director of Therapy Services and Cardiac Rehab **February 2011-August 2013**
(Cartersville and Redmond Medical Centers)

- Eliminated therapy contract labor at Cartersville Medical in < 6 months
- Established Occupational Therapy and Outpatient Physical Therapy Service Line
- Coached and mentored staff Physical Therapist in 2011 to manger and eventual Director in 2013

Director of Therapy Services and Cardiac Rehab **June 2010-February 2011**
Director of Therapy Services **October 2006-June 2010**
Director of Outpatient Rehab **June 2005 – October 2006**
Clinical Coordinator of Outpatient Rehab **March 2004 – June 2005**
Clinical Coordinator of Acute Care **March 2002 – March 2004**
Staff Physical Therapist **June 2000-March 2002**

EDUCATION

June 2018	**HCA Executive Development Program,** COODP; Outstanding COO Candidate Award
September 2014	**Master of Health Administration**, St. Joseph's University, Philadelphia, PA
May 2000	**Master of Physical Therapy**, University of Scranton, Scranton, PA
May 1999	**Bachelor of Health Science**, University of Scranton, Scranton, PA

PROFESSIONAL ORGANIZATION/COMMUNITY

November 2013 – Present: Member American College of Healthcare Executives
June 2021 – Present: Board Member of the United Way of Rutherford and Cannon Counties (Finance Subcommittee as well)
Jan 2018 – February 2019 – Regional Trauma Advisory Committee – Board Member (Hospital Division)

Jan 2017 – February 2019 – Faith and Deeds Clinic Board Member
2016-February 2019 - Region 1 EMS Council (county appointed Board member)
Fall 2012 – July 2013 – Vice-President of the newly formed Lion Backer Booster Club at Unity Christian School.
Fall 2009 – Spring 2013 – Coach for youth baseball; Assistant Coach for youth basketball
Spring 2012 – helped teach religious education at Sacramental Religious Education classes for 2nd graders
2009-2010 – Leadership Rome
2009 & 2011 – Junior Service League Follies, Dancing with the Stars of Rome Participant

HIGHLANDS COUNTY
ECONOMIC DEVELOPMENT

INDUSTRIAL DEVELOPMENT AUTHORITY

The Highlands County Industrial Development Authority, as authorized by Florida Statute 159.44 - 159.53, is responsible for authorizing industrial revenue bond financing and refinancing projects for the public purposes described in, and in the manner provided by, the Florida Industrial Development Financing Act and by Florida Statute 159.44-159.53, and for fostering the economic development of a county. Each IDA shall study the advantages, facilities, resources, products, attractions, and conditions concerning the county with relation to the encouragement of economic development in that county, and shall use such means and media as the authority deems advisable to publicize and to make known such facts and material to such persons, firms, corporations, agencies, and institutions which, in the discretion of the authority, would reasonably result in encouraging desirable economic development in the county.

IDA members are appointed by the Board of County Commissioners and serve four-year terms. The IDA is coordinated by the BOCC's Economic Development office, which is part of the County's Development Services Division.

IDA board members also serve concurrent terms on the Highlands County Economic Development Commission, which is the nonprofit component of economic development efforts in Highlands County.

Applicants must be electors of Highlands County and may not serve on more than three County Commission committees simultaneously, provided only one of the committees has final decision-making authority.

The committee appointment process requires the attached "Application for Committee Appointments" form to be completed, either online and submitted via e-mail to mdrake@highlandsfl.gov, or printed and mailed to:

Highlands County Board of County Commissioners
Attn: Michelle Drake
600 S. Commerce Ave.,
Sebring, FL 33870

Additionally, please review the Policy for Appointed Committee for guidelines on serving on a BOCC advisory committee. The Policy is available on the Citizen Committees tab on highlandsfl.gov.

To learn more about economic development efforts in Highlands County, visit highlandsbusiness.com.

Application for Appointment

(To request appointment to a board, committee, authority or other special activity)

Name: Joseph Gleason

Address: 4936 Myrtle Beach Drive, Sebring FL 33872

Phone: 706-346-8711

Email: joseph.gleason@hcahealthcare.com

I wish to be appointed to the following board, committee, authority or special activity of the Highlands County Board of County Commissioners:

as a: ⊙ regular member ○ alternate ○ advisory only

Employment experience

Current: CEO at HCA Florida Highlands Hospital

Brief description: Oversee operations, quality, growth, and financial resiliency for a 126 licensed bed actue care facility.

Previous: COO at TriStar StoneCest Medical Center

Brief description: Leadership and operational oversight for Surgical Services, Imaging, Cath Lab, Therapy Services, Lab, Pharmacy, Radiation Oncology, Facilities Management, Orthopedic and Spine service lines, EVS, FNS, and Medical Staff Office

Education/special training

High School: Father Judge High School

College: University of Scranton and St. Joseph's University

Special training: Master degree in Physical Therapy and Health Administration

Activities & interests: spending time with my family and cheering on my children during their sporting events. Unsuccessfully trying to play golf.

List any boards or committees to which you are currently appointed, elected offices held, or law enforcement positions held:

none

Are you related to any county employee or county commissioner ? ○ Yes ⊙ No

Name of relative: **Relationship:**

Important:

The Highlands County Board of County Commissioners has an adopted Code of Conduct for persons serving on committees, boards, and panels appointed by the Highlands County Board of County Commissioners. A copy can be found at http://hcbcc.net/section/index.php. Please indicate by signing below that you have read and understand the adopted Code of Conduct.

Signature: Date submitted:

Highlands County Industrial Development Authority and Economic Development Commission Board of Directors Q&A

1) What does economic development mean to you?
Economic development is exploring ways to promote business, industry, and financial prosperity for the community.
2) Why do you want to serve on the Board of Directors for the Highlands County IDA/EDC?
This is an opportunity to be involved and have a voice in the future of my community. I would also be able to lend my 10+ years of executive leadership skills.
3) As a board member, how would you promote economic development for the county?
As a citizen and board member, I live and shop in Highlands County. I would help share my voice on positive changes and relay that to my co-workers and neighbors.
4) What are your goals for Highlands County economic development?
- Explore new business to come to Highlands County - Support new industry to bring jobs - Attract younger people to move and thrive here - Partner with SFSC to develop programs to partner with potential industries and expand the work force
5) What other organizations, if any, have you previously or do you currently belong to? What responsibilities did you have (Officer seats, Community Service, etc.)?
None yet in Highlands County - United Way Board of Rutherford County - Free Clinic of Rome board member - Trauma and EMS Board of Region 1

Please submit formal résumé

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: October 18, 2022.

PRESENTER: **Eric Longshore, Building Official**

SUBJECT/TITLE: **Request to appoint (2) voting members and (1) alternate member to the Construction Licensing, Enforcement and Appeals Board.**

STATEMENT OF ISSUE

There are currently two (2) vacancies for regular voting members with one being a contractor and the other from the general public. There is also one (1) vacancy for an alternate member from the general public. Positions need to be appointed as required in FAC 61G4.20.001 and Section 12.03.601 Code of Ordinances which reads in pertinent part: "The members of the CLEAB shall consist of seven members and two alternates, appointed by the BCC for a period not to exceed four years and may be reappointed for successive terms. The terms of office of the CLEAB members shall be staggered so not more than one-third of the CLEAB is appointed in any 12 month period. …". The membership of the Board shall consist of:

(1) Four contractors, one of whom must be a general contractor.
(2) Two members at large from the public.
(3) One member from the building industry.
(4) Two alternate members; one member from the building industry and one member at large from the public.

Applications have been received from Armando Llado and Salvador Castro general voting members and Kamla Long alternate voting member position.

RECOMMENDED ACTION

Move to approve the appointments of Armando Llado and Salvador Castro as Regular Voting Members and Kamla Long as Alternate Member to the Construction Licensing Enforcement and Appeals Board for a four-year term expiring October 30, 2026.

FISCAL IMPACT

No fiscal impact.

Attachments: Kamla Long.pdf
License Board Members 2022 rev pending approval.xlsx
Salvador_Castro_2022 (1).pdf
Armando LLado Resume.pdf

Name = Kamla Long
Address = 2486 S Lake Letta Dr.,
City = Avon Park
State = FL
Zip_Postal_Code = 33825
Phone = 9413219222
Email = kamlalong@yahoo.com
Request = Board of Adjustment / Planning & Zoning Commission
Request = Construction Licensing, Enforcement and Appeals Board
Request = Highlands County Citizen Advisory Task Force
Request = Tourist Development Council
Membership Type = Regular Member
Current Employment Experience: = Currently in semi retirement.
Active Volunteer and learner.
Previous Employment Experience: = Ministry Leader/Director of Leadership Development -
Bayside Community Church, Bradenton, FL. 2009-2021.
Licensed Florida Real Estate Sales Associate/Realtor -
New Home Sales Consultant for local, premier Builder/
General Real Estate Sales - Bradenton, FL. 2003-2009.
Business Owner/ Daycare and Preschool -
Ortonville, Michigan.1994- 2003
High School = High School - Holy Faith Convent, Trinidad, WI. 1976 to 1981
College = College - B.ED. University of Alberta, Canada. 1984 to 1988
Special Training: = Special Training - John Maxwell Coaching certification
Activities & Interest: = Active volunteering in church and community.
I enjoy meeting people and being a connector of people.
Historical Society of Avon Park member,
learning about the history and museum activities of Avon Park.
Heartland Cultural Alliance,
interested in bringing diversity and cultures together,
to be an encourager of relationship development.
Current positions on boards, committees, elected offices, law enforcement positions: = None at this time.
I met Eric Longshore and he encouraged me to apply for the public seat on the CLEAB board.
I am interested in local tourism and activities to promote Avon Park and Highlands County.

Relation = No
Relative Name: =
Relationship: =
Conviction = No
Gender = Female
Disabled = No
Age = 56
Signature Certification: = Checked indicating Electronically Signed

CONSTRUCTION LICENSING BOARD

Charge It is a requirement per FAC 61G4-20.001 and FS 489.117(2) and 489.131(7) **Ordinances)** License county (as per Section 4.7-51 of Highlands County Code of qualified contractors and specialty contractors; enforce related to the all state and local laws as construction industry; hear appeals of decisions and interpretations of the Building Official and consider variances of the technical codes; hear grievances and complaints; impose disciplinary action upon locally licensed contractors through powers as set forth by the County Commission. Consists of 7 members - appointed for 4 years - composed of 4 contractors, 1 of whom must be a general contractor, 2 members at large from the public, and 1 member at large from the building industry. Alternates shall be one member at large from the building industry and one member at large from the public.

Member	Organization	Address	City	Zip Code	Phone #	Fax #	Term	Start Date	Exp. Date		
Thomas James	Regular	4120 Commercial Dr.	Sebring	33870	381-3880		4	3/31/2020	3/31/2024	General	
John Shoop	Regular	3911 Enchanted Oaks Lr	Sebring	33875			4	5/5/2019	5/5/2023	Public	
John Palmer	Regular	5 S. Prospect Ave.	Avon Park	33825	452-2848		4	5/5/2015	5/5/2023	Contractor	
Scott Webster	Regular	213 Wren Ave.	Sebring	33870	381-2162		4	3/30/2021	3/30/2025	Contractor	
J. Conley Jahna	Regular	900 CR 17A West	Avon Park	33825	443-0115		4	3/31/2020	3/31/2024	Building Industry	
Vacant	Regular						4		5/5/2022	Contractor	Armando Llado
Vacant	Regular						4		5/5/2022	Public	Salvador Castro
Vacant	Alternate - Building Industry						4		5/5/2022	Alt Building	
Armando Llado	Alternate - Public	524 Lotus Ave.	Sebring	33872	273-2069		4	3/30/2021	3/30/2025	Alt Public	Kamla Long

From: noreply=revize.com@turbo-smtp.info on behalf of noreply@revize.com
To: Drake, Michelle
Cc: tmorgan@highlandsfl.gov
Subject: Committee Application
Date: Thursday, June 16, 2022 1:53:51 PM

[**CAUTION:** External Message*]

Name = Salvador Castro
Address = 545 Whatley Ct
City = Sebring
State = FL
Zip_Postal_Code = 33870
Phone = 4079701966
Email = salvadormcastro@icloud.com
Request = Board of Adjustment / Planning & Zoning Commission
Request = Construction Licensing, Enforcement and Appeals Board
Request = Health Facilities Authority
Request = Hospital District Board
Membership Type = Regular Member
Current Employment Experience: = https://www.linkedin.com/in/castro-sal/
Previous Employment Experience: = Please review my LinkedIn page.
High School = Lecanto High School
College = University of Central Florida
Special Training: = Special Training
Activities & Interest: = Community engagement.
Current positions on boards, committees, elected offices, law enforcement positions: = None.
Relation = No
Relative Name: =
Relationship: =
Conviction = No
Gender = Male
Disabled = No
Age = 35
Race: = White
Race: = Hispanic or Latino
Signature Certification: = Checked indicating Electronically Signed
Client IP = 73.62.98.57

[***CAUTION:** This message originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.]

From: Drake, Michelle
To: Lopez, Helen
Subject: FW: Committee Application
Date: Wednesday, September 30, 2020 10:58:04 AM

Hi Helen,
FYI, here is an application we received for CLEAB.
Thanks!

Michelle

Michelle Drake, Executive Assistant
Office of the County Administrator, Highlands County Board of County Commissioners
863-402-6517
P. O. Box 1926, Sebring, FL 33871-1926

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From: noreply@revize.com <noreply@revize.com>
Sent: Wednesday, September 30, 2020 12:22 AM
To: Drake, Michelle <mdrake@highlandsfl.gov>
Cc: Morgan, Tasha L. <tmorgan@highlandsfl.gov>
Subject: Committee Application

[**CAUTION:** External Message*]

Name = Armando Llado
Address = 524 lotus ave
City = Sebring
State = Fl
Zip_Postal_Code = 33872
Phone = 863-273-2069
Email = Allodo72@yahoo.com
Request = Construction Licensing, Enforcement and Appeals Board
Membership Type = Regular Member
Current Employment Experience: = Carpentry
Previous Employment Experience: = Carpentry,electrician,kitchen cabinet installer
High School = american academy of pinecrest
College = College
Special Training: = Special Training

Activities & Interest: = Family,work,beach and fishing
Current positions on boards, committees, elected offices, law enforcement positions: = None
Relation = No
Relative Name: =
Relationship: =
Conviction = No
Gender = Male
Disabled = No
Age = 48
Race: = Hispanic or Latino
Signature Certification: = Checked indicating Electronically Signed
Client IP = 73.91.57.12

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HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: October 18, 2022

PRESENTER:	**Denise Williams, CVSO and Kenneth Kirk, Chairman**
SUBJECT/TITLE:	**Request to appoint Mr. David D. Fearnley to the Veterans Advisory Board for a term of three (3) years as a member-at-large with a term to begin October 18, 2022.**

STATEMENT OF ISSUE

Presently, there are three (3) board vacancies for the Highlands County Board of County Commissioners Veterans Advisory Board. Committee unanimously voted to appoint David D. Fearnley at Committee meeting on September 1, 2022. Committee respectfully recommends appointing David D. Fearnley to the Veterans Advisory Board for a term of three (3) years as a member-at-large. Term to begin October 18, 2022.

RECOMMENDED ACTION

Move to appoint David D. Fearnley to the Veterans Advisory Board for a term of three (3) years as a member-at-large. Term to begin October 18, 2022. Presently, there are three (3) board vacancies for the Highlands County Board of County Commissioners Veterans Advisory Board.

Attachments: VAB September 2022 Minutes_.pdf
VAB Fearnley application.pdf

Highlands County
Veterans Advisory Board
Veteran Services Office
7209 South George Boulevard
Sebring, Florida 33875-5847

September 1, 2022

Call to Order
Vice Chairman Kenneth Kirk called the meeting to order at 3:30 pm.
The Invocation: County Veteran Services Officer (CVSO) Denise Williams
The Pledge of Allegiance led by CVSO Williams.
Sunshine Law: Veteran Service Specialist (VSS) Antonio Martinez-Vega.
Roll Call: VSS Martinez-Vega

Members present:
Mr. Jim Burhans, Mr. Kenneth Kirk (Vice Chair), Mr. Arthur Bousquet, Mr. Charles Martin.

Non-voting members:
CVSO Denise Williams, Highlands County
Commissioner Arlene Tuck
Ingra Gardner –Community Programs Director, Excused
Michelle Rigterink – AVSO (Assistant Veteran Service Officer)

Approval of Minutes:
Mr. Bousquet made a motion to approve the minutes from the August 5th meeting second from Mr. Martin. All in favor.

Introduction of Guest:
Mr. Kirk introduced Mr. David D. Fearnley to the VAB as an applicant for one of the vacant seats on the board. Mr. Fearnley then introduced himself and briefed the VAB on some of the current outreach projects that he is working on in the community. He communicated that he is currently a commander for the DAV Ridge Chapter 49, active with the American Legion and several other Veteran service organizations across central Florida.

Old Business:
1. Mr. Martin asked the Vice Chair for an update on the newly elected Chair Mr. Farabee because of his absence from the VAB for the last two consecutive meetings. Mr. Kirk advised the board that after speaking with Mr. Farabee, Mr. Farabee would **not** continue with his duties and responsibilities on the VAB. The VAB discussed options for removing him from the board as a likely solution given the circumstances.
2. Mr. Kirk asked CVSO Williams for next steps and CVSO Williams stated that a formal resignation letter would need to be sent by Mr. Farabee.
3. The VAB must present the revised bylaws at a HCBOCC board meeting for approval. After the VAB votes on a Chair, the bylaws will be presented by that Chairperson.
4. CVSO Williams gave an update on the Freedom Flight and reported that there has been a lot of interest from the community and several of the motorcycle clubs, the Patriot Riders in particular, will participate in the

sendoff. Goodie bags are also being donated by the American Legion Post 25 Auxiliary. Some cadets may also be handing out small flags to wave.

4. CVSO Williams updated VAB on The Medal of Honor Park.
5. An update on building ramps: Mr. Burhans believed the organization that was talked about at a previous VAB meeting disbanded. Other ramp building "resources" were discussed, like Lowe's and the prosthetics department at the clinic. Mr. Fearnley said he may know a group that might be able to help. There was a further conversation about programs that exist to assist veterans who need a ramp. Consensus that another program is not necessary currently.

New Business:

1. Battle of the Bands is offering free meals for the veterans.
2. Mr. Kirk provided the VAB with a summary of the Annual Report published by the Highlands County Board of County Commissioners.
3. The VAB discussed upcoming events for Veteran's Day. It was noted that Sebring would have a parade downtown around 11 a.m. with a guest speaker. Battle of the Bands is having meals for vets, "Foods you Help us We Serve You", a free dinner.

Open Discussion:

1. Mr. Burhans reported on continuing efforts to recruit new members for the VAB. One of the organizations he hopes to recruit at is the aviation group "The 99's" and he is working to attend a future meeting.
2. Mr. Burhans asked about the county homeless population. Mr. Burhans asked CVSO Williams how many homeless veterans contact the VSO. Mr. Burhans asked CVSO Williams how the VSO helps homeless veterans. Mr. Burhans asked how long it takes for a Veteran to get an appointment at the VSO. CVSO Williams explained the step-by-step process from first contact until the Veteran's appointment with a Veteran Service Officer. CVSO Williams reported that the first step is providing the Veteran with a packet of information and instructions for the first appointment. The VSO staff is available to help Veterans navigate this part of the process and it can take a Veteran up to two months to gather the required documentation. Depending on the type of claim, an appointment is scheduled one to six weeks following the request. CVSO Williams also provided the names of many organizations in the area they partner with to address the needs of the homeless veterans including the Veterans Council.
3. Mr. Martin asked The CVSO to provide an update on the new veteran clinic.
4. Mr. Kirk asked CVSO Williams for a list of the VSO outreach events for Veterans in Highlands County.
5. These are the events for the month of September 2022. Time and dates may change:
   09/08/2022 10:30 am to1:00 pm Hands for the Homeless
   09/13/2022 10:30 am to 1:00 pm Library Outreach - Lake Placid
   09/20/2022 10:30 am to 1:00 pm Library Outreach - Sebring
   09/27/2022 10:30 am to 1:00 pm Library Outreach - Avon Park
6. Mr. Charlie Martin Jr. motioned to recommend approval of Mr. Fearnley as a member of the VAB to the Board of County Commissioners. All in favor. It passed unanimously.

Closing Remarks:

1. Mr. Bousquet volunteered to attend the 09/20/2022 Veterans Council Meeting.

Adjourn:

The meeting was adjourned at 4.30 p.m.

The next meeting will be Thursday, October 7th, at 3:30 p.m. at the Veteran Services Office Conference Room.

Application for Membership

Highlands County Veterans Advisory Board
Appointed by the Board of County Commissioners

INSTRUCTIONS:

1. Please read the attached Application form carefully.

2. Complete the Application, using ink or typewriter. Print legibly.

3. Attach a detailed resume to the Application. Details to be included are: the length of time in Service; career/job history; volunteer experience.

4. Attach a copy of discharge papers (DD-214) to the Application.

5. Provide on Application the name(s) of the Veteran Services Organization(s) to which you are associated.

6. Return ALL DOCUMENTS and APPLICATION to the Veteran Services Office, located at 7209 South George Boulevard, Sebring, Florida 33875-5847.

7. Contact the VSO Administrative Assistant if you have further questions, 402-6623.

The Highlands County Veterans Services Advisory Board members are nominated by the current Advisory Board members and submitted to the Board of County Commissioners for consideration and appointment. The Veteran Advisory Board was established as a veteran community based support group, organized to promote, advocate, and support veteran community-wide decision making agendas and to improve communication within our veteran community.

The Veterans Services Advisory Board consists of seven (7) voting board members, all related to the veteran community. Non-voting members include the Veteran Services Office Administrative Assistant as acting secretary; the County Veteran Service Officer, the Assistant County Veteran Services Officer, Highlands County Administrator, Assistant County Administrator, and Commissioner Veteran Liaison. The public is welcome to attend meetings, which are scheduled for the First Thursday of each month, 3:30 p.m., in the Conference Room of the Veteran Services Office. Following Florida's Sunshine Law, these meeting are announced and posted at the County Offices.

All appointed Advisory Board members are expected to follow the code of conduct and the rules and procedures of County Employees.

Verified DD Form 214
1 Sept 2022 (DW)

APPLICATION

(To request appointment to the Veterans Services Advisory Board)

Name: David D Fearnley
Address: 229 Mowey RD
Sebring FL 33870
Phone: _____ **Cell Phone:** 863-464-1881

I wish to be appointed to the following board, committee, authority or special activity of the Veterans Services Advisory Board as a: ■ regular member □ alternate □ advisory only.

Employment Experience:

Current: Retired
Brief Description: _____
Previous: USAF | WALMART 16YRS
Brief Description: ~~Retired~~ 87-95 | Project Manager - Built/Remodeled walmarts

Education / Special Training

High School: graduated Tamarac Jr/Sr High
College: Troy, NY 12180
Special training: _____

Activities and Interests:

Helping Veterans

List any boards or committees to which you are currently appointed, elected offices held, or law enforcement positions held:

Commander DAV Ridge Chapter 49
member VVA 1095
member American legion chapter #5 (Post)

Important:
The Highlands County Board of County Commissioners has an adopted "Code of Conduct" for persons serving on committees, boards, and panels appointed by the Highlands County Board of County Commissioners. Part II, Number 10, of the Code of Conduct prohibits *"Being convicted of a felony or first degree misdemeanor as defined by Florida Statutes or any other crime involving moral turpitude."* Have you ever been convicted of a crime that would preclude you from serving on a committee, board or panel? □ Yes ☒ No

Date Submitted: Sept 1 2022 Signature: _____

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: October 18, 2022

PRESENTER:	**Melony Culpepper, Assistant Development Services Director/Planning and Zoning Manager**
SUBJECT/TITLE:	**Public hearing to consider adoption of Large Scale Comprehensive Plan Future Land Use Amendment CPA-22-603LS, for an approximate 17.69-acre portion of an approximate 35.33-acre parcel, from Commercial (C) to High Density Residential (RH) and amend the text of the Future Land Use Element of the Highlands County 2030 Comprehensive Plan.**

STATEMENT OF ISSUE

The Applicant is requesting a large scale comprehensive plan map amendment to change the Future Land Use of an approximate 17.69-acre portion of an approximate 35.33-acre parcel, from Commercial (C) to High Density Residential (RH). In addition, the Applicant is requesting a comprehensive plan text amendment to amend the site-specific conditions that encompass the total site area of 35.33 acres. These conditions need to be amended to allow residential uses on the whole property. The parcel contains a citrus grove and is vacant of structures and native vegetation. The Applicant is proposing to utilize the property for a future 300-unit multiple-family residential development.

There is a companion request for a zoning change from Multiple-Family Dwelling including Motel and Hotel District (R-3) and Business District (B-3) to Multiple-Family Dwelling Planned Development District (R-3 PD), P&Z 2105.

The Planning and Zoning Commission recommended approval of CPA-22-603LS as presented.

RECOMMENDED ACTION

Move to approve CPA-22-603LS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 17.69-acres from Commercial (C) to High Density Residential (RH), and amending the text of the Future Land Use Element of the Highlands County 2030 Comprehensive Plan, referencing the mandatory findings of fact, and transmitting CPA-22-603LS to the Florida Department of Economic Opportunity for expedited state review.

Attachments: Staff Report CPA-22-603LS Thurston & Harshman.pdf
Application CPA-22-603LS Thurston & Harshman.pdf
Ordinance CPA-22-603LS Thurston & Harshman.pdf

HIGHLANDS COUNTY
PLANNING DIVISION
STAFF REPORT

Type: Large Scale Comprehensive Plan Amendment	**BCC Hearing Date:** 10/18/2022
Case Number: CPA-22-603LS	**Case Name:** Thurston & Harshman/ Sebring Parkway Townhomes
Agent: Rick Whidden	**Property Owners:** Thurston Realty, Inc. & Harshman Holdings, Inc.
Public Hearing: BCC	**Case Staff Member:** Melony Culpepper

Request: Change the Future Land Use Map (FLUM) for an approximate 17.69-acre portion of an approximate 35.33-acre parcel, from Commercial (C) to High Density Residential (RH), and

Amend the Highlands County 2030 Comprehensive Plan, Future Land Use Element, to amend existing site-specific conditions contained within Policy 15.2, Site Specific Developments, Number 68, CPA-08-459LS.

General Location: An approximate 35.33-acre parcel located on the northwest corner of the intersection of Sebring Parkway and Ben Eastman Road, approximately 1.56 miles east of US 27 and 0.41 miles west of Panther Parkway; the address being 2200 Scenic Highway, Sebring

PARCEL ID: C-13-34-28-A00-0030-0000

Staff Recommendations and Minutes:

1. **Staff Recommendation to the Board of County Commissioners concerning the Planning and Zoning Commission (P&Z) Recommendation:** Move to approve CPA-22-603LS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 17.69-acres from Commercial (C) to High Density Residential (RH), and amending the text of the Future Land Use Element of the Highlands County 2030 Comprehensive Plan, referencing the mandatory findings of fact, and transmitting CPA-22-603LS to the Florida Department of Economic Opportunity for expedited state review.

2. **Staff Recommendation to the P&Z:** Recommend to the Board of County Commissioners to approve and adopt by Ordinance, CPA-22-603LS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 17.69-acres from Commercial (C) to High Density Residential (RH), and amending the text of the Future Land Use Element of the Highlands County 2030 Comprehensive Plan, referencing the mandatory findings of fact, and

transmitting CPA-22-603LS to the Florida Department of Economic Opportunity for expedited state review.

3. **Excerpt from the September 13, 2022, DRAFT P&Z Minutes and Recommendation to the BCC: "<u>HEARING NUMBER CPA-22-603LS – THURSTON REALTY, INC. & HARSHMAN HOLDINGS, INC. C/O RICK WHIDDEN</u>**

An approximate 35.33-acre parcel located on the northwest corner of the intersection of Sebring Parkway and Ben Eastman Road, approximately 1.56 miles east of US 27 and 0.41 miles west of Panther Parkway; the address being 2200 Scenic Highway, Sebring; and abbreviated legal as follows: An approximate 35.33-acre parcel located in Section 13, Township 34 South, Range 28 East, Highlands County, Florida.

The Applicant is requesting a large-scale plan amendment from Commercial (C) to High Density Residential (RH), and amendments to existing site-specific conditions. Mrs. Hunnicutt read the request and Mrs. Culpepper and Mr. Whidden presented the request. There were no letters received in favor or objection of the request; one member of the audience spoke regarding a development that was approved by the City of Sebring on the south side of Sebring Parkway opposite from the subject parcel.

Motion by Mr. Ingler and seconded by Mr. Boring to recommend to the Board of County Commissioners to approve and adopt by Ordinance, CPA-22-603LS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 17.69 acres from Commercial (C) to High Density Residential (RH), and amend the text of the Future Land Use Element of the Highlands County 2030 Comprehensive Plan, referencing the mandatory findings of fact, and transmitting CPA-22-603LS to the Florida Department of Economic Opportunity for expedited state review.

Upon roll call, all members voted yes. **Motion carried 4-0."**

<u>Supplemental Material/Issue Analysis Report:</u>

1. **Request:** The matter for consideration is for a change to the Future Land Use Map of an approximate 17.69-acre portion of an approximate 35.33-acre parcel, from C to RH and to amend existing site-specific conditions contained within Policy 15.2, Site Specific Developments, Number 68, CPA-08-459LS.

The parcel contains a citrus grove and is vacant of structures and native vegetation. The Applicant is proposing to utilize the property for a future 300-unit multiple-family residential development.

There is a companion request for a zoning change from Multiple-Family Dwelling including Motel and Hotel District (R-3) and Business District (B-3) to Multiple-Family Dwelling Planned Development District (R-3 PD), P&Z 2105.

2. Existing Use Analysis:

LOCATION	EXISTING USE	LAND USE CATEGORY	ZONING
Subject Property	Citrus Grove	RH/C	R-3/B-3
Adjacent Property to the North	Citrus Grove	City of Sebring Low Density Residential (S RL)	City of Sebring Single-Family District (S R-1A)
Adjacent Property to the South	Citrus Grove	City of Sebring Medium Density Residential/ City of Sebring Commercial (S RM/ S COM)	City of Sebring Multiple-Family District (S R-3)/ City of Sebring Commercial District (S C-1)
Adjacent Property to the East	Citrus Grove	City of Sebring High Density Residential (S RH)/ S COM	S C-1/S R-3
Adjacent Property to the West	Bernie Little Distributors	C	B-3

3. Applicable References:

Planning…§163.3194(1)(a) - (b), F.S.; Highlands County 2030 Comprehensive Plan: Future Land Use Policies: 1.1, General Growth Management Strategy; Policy 1.2.D.4, High Density Residential (RH) and Policy 1.2.D.7, Commercial (C).

Zoning…Highlands County Land Development Regulations (LDRs): Section 12.05.213: Multiple-Family Dwelling including Motel and Hotel District (R-3), Section 12.05.242: Business District (B-3), and Section 12.05.290: Planned Development District (PD).

4. Supporting Goals, Objectives, and/or Policies from Comprehensive Plan:

Future Land Use Element

Objective 1: Growth Management Strategy:

Policy 1.1, General Growth Management Strategy:

A.1. Encourage compatible future growth, including infill, in the planning period of 2010 to 2030;

B. In general, the outward expansion of urban land uses from the municipal limits of Avon Park, Sebring, and Lake Placid shall connect to the existing and planned infrastructures and centralized services that support the communities, municipalities and many of the employment centers of Highlands County. In most instances, development decisions should

recognize this as a fundamental principle of policies governing future development within Highlands County. The County will give preference to:

1. Opportunities for infill or redevelopment, which such opportunities exist.

Policy 1.2.D.4, High Density Residential (RH):

Prime candidates for development at this density are infill properties situated in close proximity to municipal boundaries, shopping and employment centers, the intersections of paved arterial or collector roads, and similarly developed sites. In addition to these considerations, new development or redevelopment at the upper limits of this density range may be required to connect to an existing central wastewater system and potable water system which are available to the site, or provided on site as required supporting uses.

Policy 13.1.1, Housing Strategy

Provide a broad inventory of new single-family residential units and multiple-family residential units. Address a diverse population of various incomes consistent with the policies cited in the Housing Element of the Comprehensive Plan with a target of 600 affordable housing and rental units for start-up families.

Infrastructure Element

Objective 6: Provide Sufficient Potable Water to Residential and Nonresidential Users Within Water Service Areas Consistent with the Water Supply Facilities Work Plan:

Policy 6.5, Mandatory Connection to Central Water System:

B. The County shall require that all new development and redevelopment containing dwelling units on lots smaller than one (1.0) gross acre in size to provide potable water as follows:

1. Multi-Family Developments (regardless of parcel size) and subdivisions with lots less than 1 acre in size shall be required to:

a. Connect to an existing system.

Policy 6.9, Mandatory Connection to Central Water System:

A. Upon adoption, the County shall require that all new development and redevelopment containing dwelling units on lots smaller than one (1.0) gross acre in size to provide potable water as follows:

1. Multi-Family Developments (regardless of parcel size) and subdivisions with lots less than 1 acre in size shall be required to:

a. Connection to an existing system.

Department Comments and Analysis of Petitioner's Proposal:

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

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

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

   Florida Department of Health: No objection.

2. **The following Departments, Divisions, and Agencies offered no comment:** Florida Department of Environmental Protection, Florida Department of Transportation, Natural Resources, and Sebring Airport.

3. **The following Departments, Divisions, and Agencies did not respond:** City of Sebring, Highlands County Economic Development, Highlands County Emergency Management, Highlands County Emergency Medical Services, and Highlands County Fire Rescue.

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

   A. Natural Features Analysis:
   1. **Topography:** The topographic map depicts the subject property as sloping slightly from southwest to northeast with an elevation between 130 and 150 feet.
   2. **Soils:** The soil underlying the site is *Astatula Sand, 0 to 8% slopes.* The soil is nearly level to moderately sloping, excessively drained, and sandy, causing slight limitations on urban uses which can be overcome by adding suitable topsoil.
   3. **Surface Waters:** The subject parcel has no surface water areas.
   4. **Vegetative Cover:** The site contains a citrus grove and has been cleared of native vegetation.

   B. Land Use Analysis:
   1. **Current Use of Land:** The current use of the land is a citrus grove.
   2. **Vesting Rights:** None.
   3. **Current Future Land Use Map (FLUM) Designation:** The site has a FLUM designation of C and RH.
   4. **Proposed FLUM Designation:** The proposed FLUM designation is RH.
   5. **Current FLUM Population Yield and Intensity:** The current RH designation allows up to 212 dwelling units and carries a potential

population yield of 477 persons; 212 dwelling units x 2.25 persons = 477 persons.
The current C designation allows a maximum of 0.70 FAR for office and 0.80 for other commercial uses.

6. **Proposed FLUM Population Yield:** The proposed FLUM would allow up to 12 dwelling units per acre, but the Applicant is proposing 300 units and a maximum of 6 persons per unit through a Planned Development zoning change. The parcel would carry a potential population yield of 1800 persons: 300 dwelling units x 6 persons = 1800 persons.
7. **The Applicant's proposed development program:** The Applicants are proposing to develop the site for a 300-unit multi-family residential development.

C. Special Designated Areas:

1. **Environmental Protection:** The Conservation Overlay Map series of the Comprehensive Plan indicates that the site contains no Selected Natural Resources. Pursuant to Natural Resource Element Policy 3.3. of the Comprehensive Plan, the Applicant **is not required** to obtain Environmental Clearance at the time of development.
2. **Historic Resources:** The Florida Master Site File (FMSF) indicates that there are no known historic resources on the property.
3. **Archaeological Resources:** The Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Comprehensive Plan and the FMSF indicate no known archaeological resources on the site.
4. **Floodplains (FEMA designation):** The property has a flood zone designation of X, for areas located outside the Special Flood Hazard Areas, as depicted on the Flood Insurance Rate Map Community Panel Number **12055C0138C and 12055C0139C**, effective November 18, 2015.
5. **Military Airport Zones (MAZ):** The property is located within MAZ III as designated by Section 12.12.800 of the Highlands County LDRs.
6. **Wellhead Protection Zones:** The property is not located within any of the defined protection zones as defined by Infrastructure Policy 6.6. of the Comprehensive Plan.
7. **Airport Surface Areas:** The property is not located within any of the defined surface areas as designated by Chapter 2.1 of the Highlands County Code of Ordinances.

D. Public Facilities and Services:

1. **Potable Water:** The property will be served by an off-site central potable water system provided by the City of Sebring.
2. **Central Wastewater:** The property will be served by an off-site central wastewater system provided by the City of Sebring.
3. **Solid Waste:** The property will be serviced by a county-approved refuse collection company.
4. **Vehicular Access and Traffic Circulation:** The site has direct access onto Ben Eastman Road.

5. **Railroad Access:** The site does not have direct railroad access.
6. **Recreation:** The proposed development will require approximately 3.76 acres of recreation; the Applicants are proposing more than 4 acres of recreation space.
7. **Drainage:** The Applicant will be required to comply with Section 12.13.104.F. of the Highlands County LDRs and the applicable water management district regulations.

E. **Traffic Impacts:** Pursuant to the Comprehensive Plan: Technical Support Section, a traffic analysis **is** required at the time of development. The Applicant has submitted a traffic analysis to the County Engineer for review and comment.

F. **Schools:** The permitted uses within the R-3 PD zoning designation will generate student impacts to the school district; school concurrency **is** required.

G. **Airports:** The subject property is located approximately 5.9 miles southeast of the Avon Park Executive Airport and 7.9 miles northwest of the Sebring Regional Airport.

H. **Fundamental Planning Analysis ref. Comprehensive Plan:**
Technical Support Section II. 3.b. (1-8) for the Future Land Use Element: Sprawl Rule Indicators:

(1) *Directs or locates economic growth and associated land development to geographic areas of the community in a manner that does not have an adverse impact on and protects natural resources and ecosystems:* The site is an existing citrus grove that does not contain any significant environmental features. It has direct access to an existing minor collector roadway. All required permits from appropriate agencies shall be obtained prior to development.

(2) *Promotes the efficient and cost-effective provision or extension of public infrastructure and services:* The future development will be able to connect to existing central potable water and wastewater systems. Fire services and law enforcement are already available.

(3) *Promotes walkable and connected communities and provides for compact development and a mix of uses at densities and intensities that will support a range of housing choices and a multimodal transportation system, including pedestrian, bicycle, and transit, if available:* The property is located across from an existing multi-use path that connects to the Sebring Parkway, which in turn connects to US 27 and downtown Sebring. This multi-use path would provide walkability for residents.

(4) *Promotes conservation of water and energy:* The property is located in an area with exiting water and sewer, adequate roadway capacity, and higher density developments adjacent to and within the City of Sebring.

(5) *Preserves agricultural areas and activities, including silviculture, and dormant, unique, and prime farmlands and soils:* This indicator is not applicable.

(6) *Preserves open space and natural lands and provides for public open space and recreation needs:* The future development will locate on already disturbed natural lands; hence, the development preserves other open space and natural lands.

(7) *Creates a balance of land uses based upon demands of the residential population for the nonresidential needs of an area:* The proposed amendment will not result in the loss of any existing commercial development. The property is additionally located in an area where there are currently multiple large undeveloped parcels with a Future Land Use of High Density Residential.

(8) *Provides uses, densities, and intensities of use and urban form that would remediate an existing or planned development pattern in the vicinity that constitutes sprawl or if it provides for an innovative development pattern such as transit-oriented developments or new towns as defined in s. 163.3164:* This indicator is not applicable.

Mandatory Findings of Fact:

Use Consistency Finding: The proposed Large Scale Comprehensive Plan Amendment **is consistent** with the patterns of existing development within this area and compatible with the surrounding land uses.

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

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

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

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

The Planning Division, based on the Mandatory Findings of Fact and Consistency with the Comprehensive Plan, recommends the Board of County Commissioners

to approve and adopt by Ordinance, CPA-22-603LS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 17.69 acres from Commercial (C) to High Density Residential (RH), and amending the text of the Future Land Use Element of the Highlands County 2030 Comprehensive Plan, referencing the mandatory findings of fact, and transmitting CPA-22-603LS to the Florida Department of Economic Opportunity for expedited state review.

Attachments:

Exhibit 1: Amended Site Specific Conditions
Exhibit 2: Location Map
Exhibit 3: Aerial Map
Exhibit 4: Future Land Use Map
Exhibit 5: Proposed Future Land Use Map

Exhibit 1:

68. CPA-22-603LS amending CPA-08-459LS: (Thurston Realty) ~~This amendment proposes to change a~~Approximately 35.~~37~~ 33 acres in Section 13, Township 34 South, Range 28 East generally located at the northwest corner of Sebring Parkway and Ben Eastman Road designated as "High Density Residential ~~from "Agriculture" to "Commercial" and "High Density~~" *(Amended by Ordinance No. 22-23-XX and 07-08-40)*.

Site Specific Conditions:

~~A. All future development actions for the property shall be made to conform to FLU Policy 12.1 through 12.1.8, the North Sebring Area Policy Plan as previously adopted by the Board of County Commissioners.~~

B. Provide a connection with the internal east-west access road provided by the commercial development to the immediate west, connecting Scenic Highway to Ben Eastman Road~~, and complete the connection to the multiple purpose pathway established by the multiple family development (Sea Breeze) to the immediate west~~.

C. Central water and wastewater shall be provided to the site by a public entity.

D. The Applicant shall dedicate additional rights-of-way as required by the County Engineer in order to meet the requirements of the Long Range Transportation Plan, the land Development Regulations, the Highlands County

E. Density shall be limited to ~~212~~ 300 multiple family dwelling units.

~~F. Intensity shall be limited to 230,000 sf. GFA of retail commercial.~~

G. A traffic study shall be required using Highlands County approved methodology~~, and addressing the following concerns of the FDOT:~~

~~a. Provide the short and long term analysis for US27 with service volumes based on generalized LOS tables.~~

~~b. The traffic study should show that the pass-by trips do not exceed 10% of the background trips of the adjacent roadways~~.

H. Effluent re-use lines shall be installed within the project by the developer unless the wastewater service provider determines they are not required.

I. Agricultural water permits and supply capacity in excess of that needed within the project shall be transferred to the public entity providing water and wastewater service prior to land clearing and development in accordance with all Water Management District rules and regulations.

~~J. The development shall meet the County's recreation LOS through one of the following options:~~

~~a. provide a public park on site;~~

~~b. make a payment in-lieu of dedication of park land with the approval of the Board of County Commissioners; or~~

~~c. dedicate park land to the County with the approval of the Board of County Commissioners.~~

Exhibit 2:

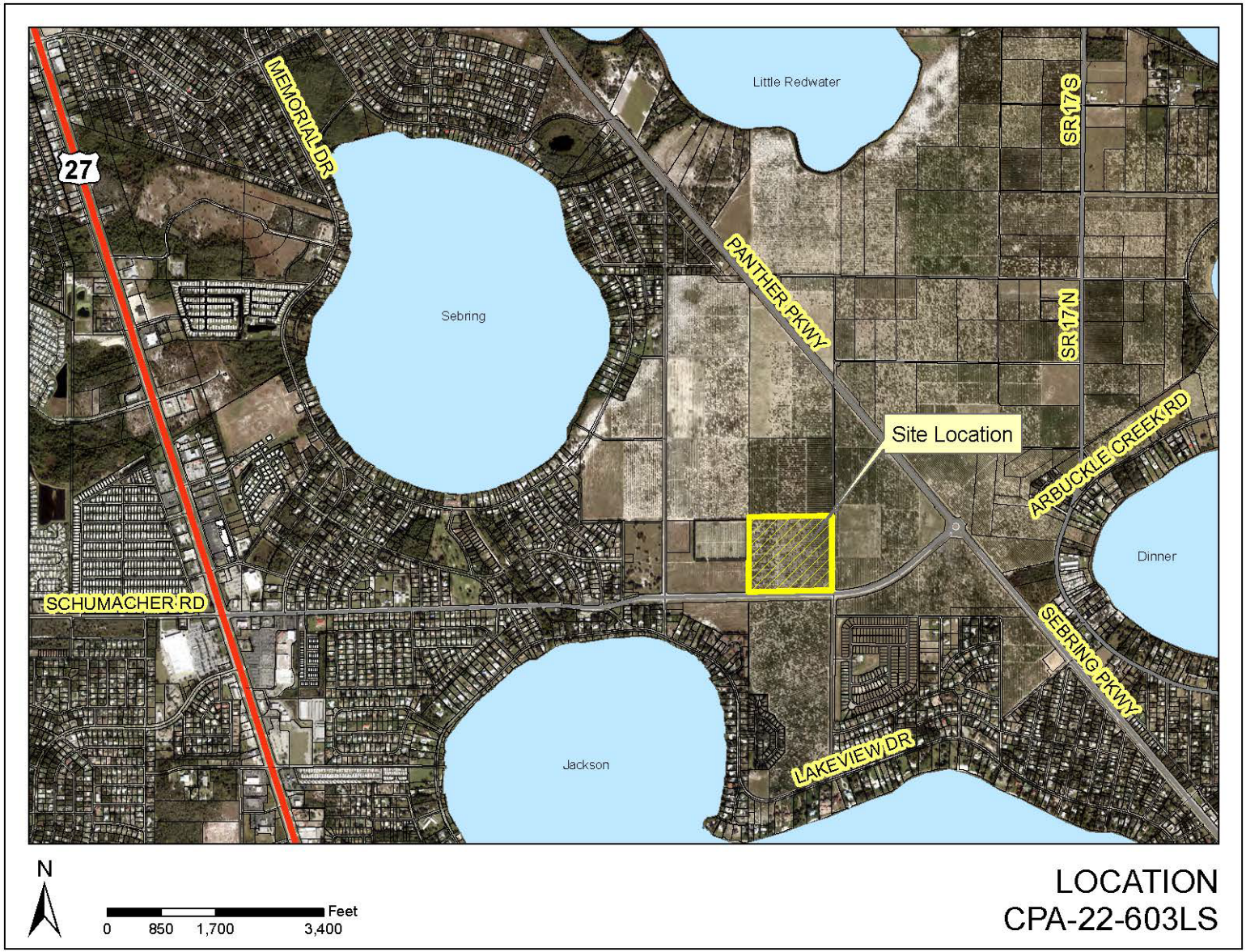

Little Redwater
MEMORIAL DR
27
Sebring
PANTHER PKWY
SR17S
SR17N
Site Location
ARBUCKLE CREEK RD
Dinner
SCHUMACHER RD
SEBRING PKWY
Jackson
LAKE VIEW DR
N
Feet
0
850
1,700
3,400
LOCATION
CPA-22-603LS

Exhibit 3:

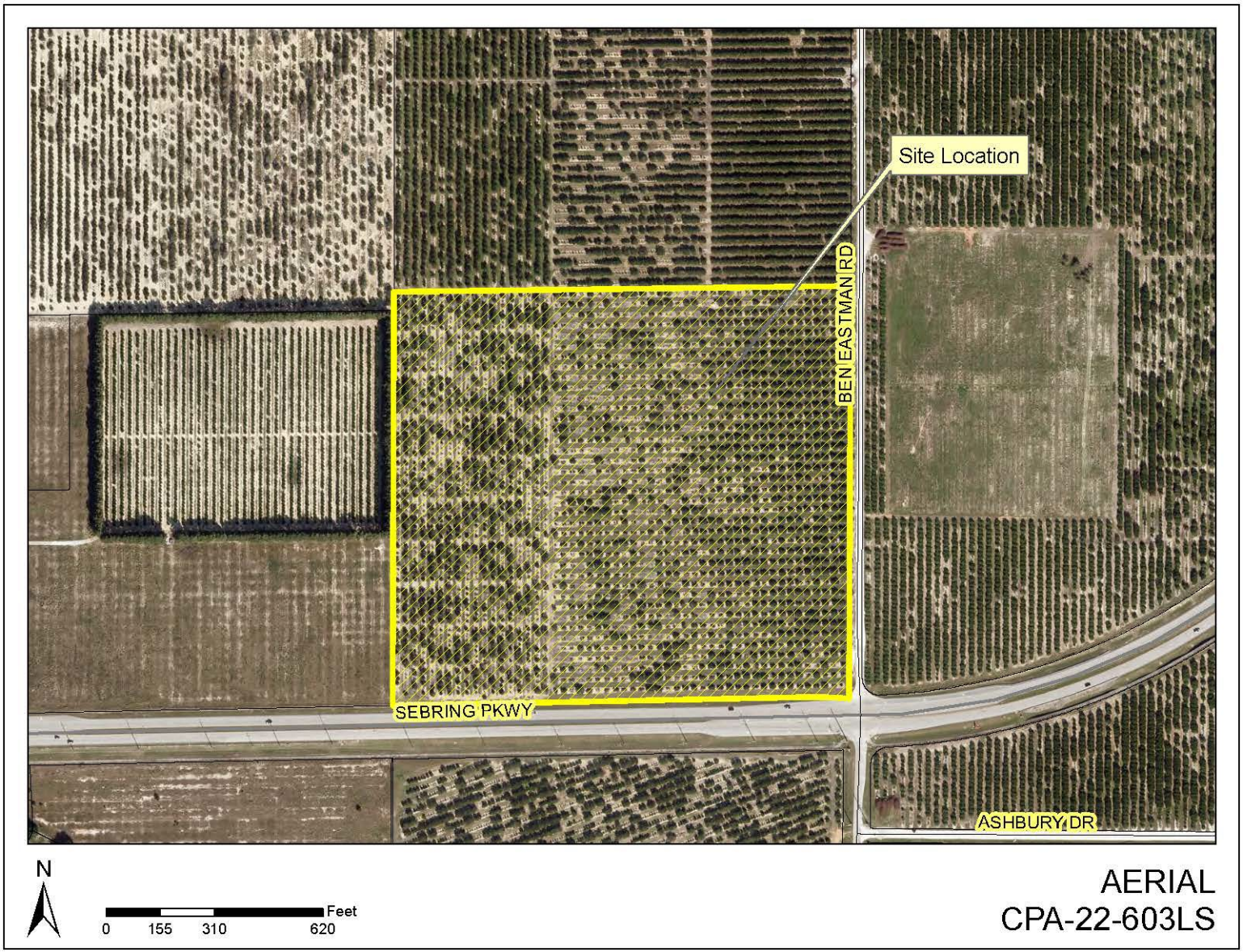

Site Location
BEN EASTMAN RD
SEBRING PKWY
ASHBURY DR
N
Feet
0
155
310
620
AERIAL
CPA-22-603LS

Exhibit 4:

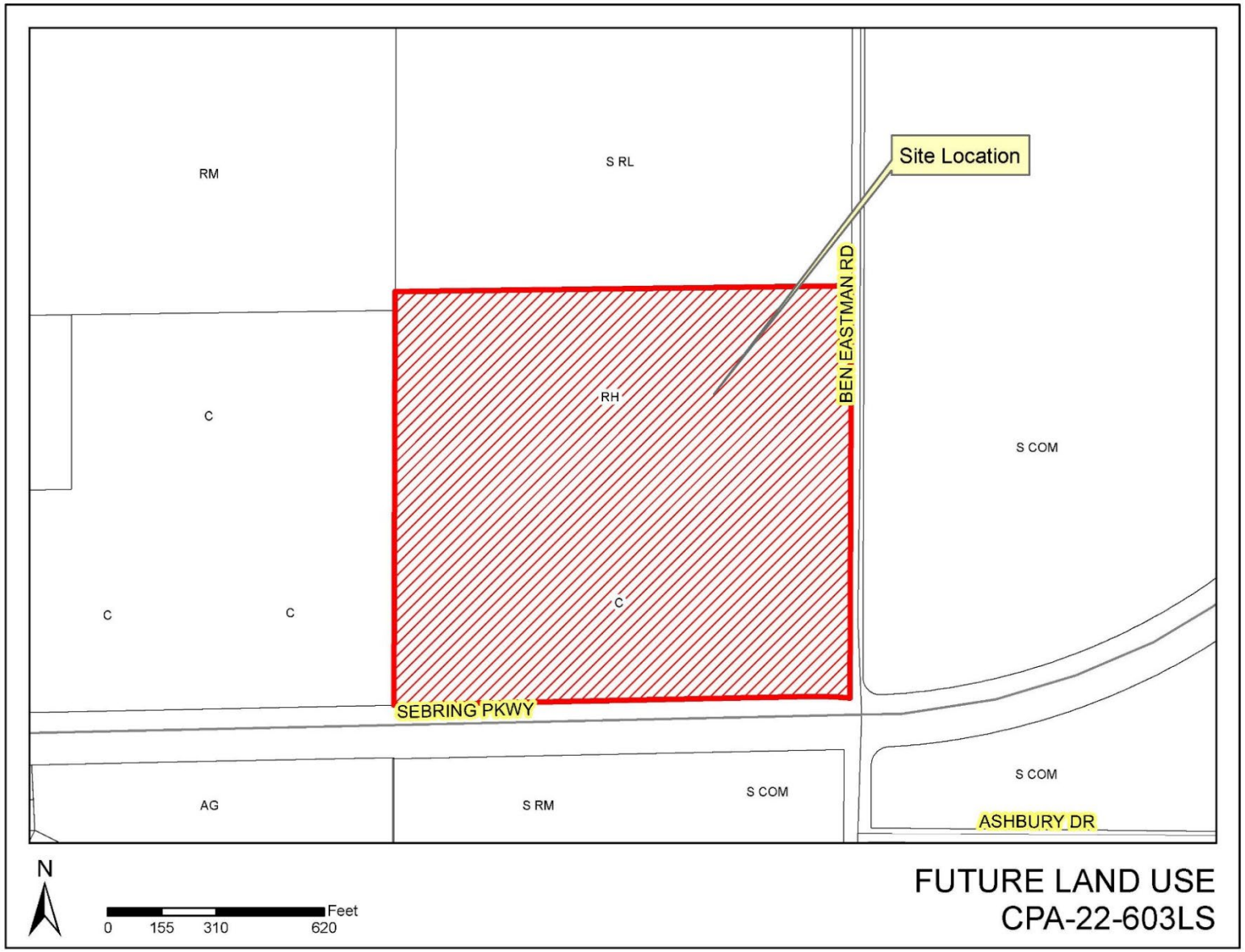
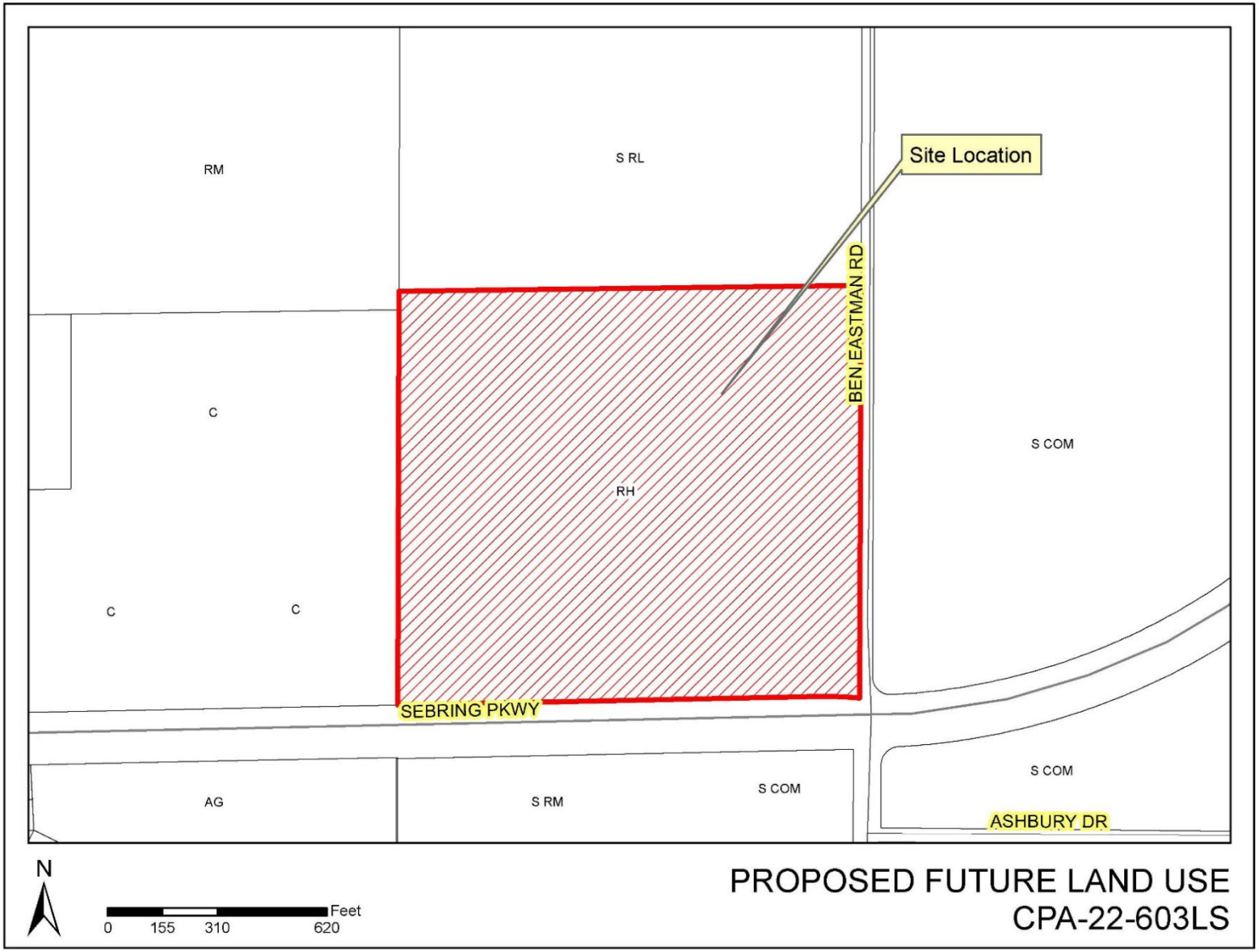

RM
S RL
Site Location
BEN EASTMAN RD
RH
C
S COM
C
C
C
SEBRING PKWY
AG
S RM
S COM
S COM
ASHBURY DR
N
0
155
310
620
Feet
FUTURE LAND USE
CPA-22-603LS

Exhibit 5:


RM
S RL
Site Location
BEN EASTMAN RD
C
S COM
RH
C
C
SEBRING PKWY
AG
S RM
S COM
S COM
ASHBURY DR
N
Feet
0
155
310
620
PROPOSED FUTURE LAND USE
CPA-22-603LS

Highlands County, Florida
Comprehensive Plan Amendment Application
Large Scale Comprehensive Plan Map Amendment (more than 100 acres)

Change from: RH & COMMERCIAL Change to: RH

Note: Do not leave any blank lines; if something does not apply, indicate that it is not applicable.

STAFF USE ONLY:

Case Number: CPA-22-603LS **Date of Application:** July 20, 2022

Amount of Fee: $2025 **Tax Map No.:** 47A

Hearing Dates: P&Z 9/13/2022 BOCC 10/18/2022

This application has been reviewed for completeness and determined sufficient.

Melony Clapper 7/27/22
Signed: Planning and Zoning Manager **Date**

Property Identification Number(s) / Strap(s) of Property Covered by Application:

STRAP No. C-13-34-28-A00-0030-0000 **STRAP No. C-**___-___-___-____-_____-_____

STRAP No. C-___-___-____-____-_____-_____ **STRAP No. C-**___-___-___-____-_____-_____

APPLICANT INFORMATION:

1. **Name of Property Owner(s):** Owner(s) must sign the **Owner's Affidavit** (attached), which must accompany the application.

   Print Name(s): THURSTON REALTY INC. & HARSHMAN HOLDINGS INC.

   Mailing Address: P.O. BOX 1299 SEBRING, FLA. 33871-1299

   Daytime Telephone No. (40) 424-6723 **E-Mail Address:** tjenkins@rocklynhomes.com

2. **Name of Agent:** Complete the **Agent's Affidavit** (attached) from Property Owner, giving the Agent authority to represent this application. Attach completed affidavit to the application.

   Print Name: RICK WHIDDEN

   Mailing Address: 4108 MULLIGAN CT. W. SEBRING, FLA. 33872

   Daytime Telephone No. ( ) 863-381-1516 **E-Mail Address:** RICKWHIDDENrating@gmail.com

NOTARIZED AUTHORIZATION:

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

- ■ If an Agent is submitting the application for the Owner/Applicant – authorization from the Owner/Applicant is required – use Form B, attached.

PLAN AMENDMENT REQUEST INFORMATION:

3. Please provide a brief description of the proposed plan amendment, including the reason(s) the amendment should be approved:
   AMENDING EXISTING RH & COMMERCIAL LAND USE TO ALL RH TO ACCOMMODATE NEW DEVELOPMENT PLAN.

4. Based upon the Highlands County Comprehensive Plan, please provide the goal(s), objective(s), and/or policy number(s) that support your proposed plan amendment.

   a. Goal(s) FLU ELEMENT
   b. Objective(s) OBJECTIVE 1 GROSS MANAGEMENT
   c. Policy(ies) POLICY 1.2.D.2

PROPERTY INFORMATION:

5. **Legal Description(s) of Property Covered by Application:** If subdivided: Lot, block, complete name of subdivision, plat book, page number, section, township and range. If metes and bounds description: complete description including section, township and range.
   SEE ATTACHED

6. **Street Address(es) of Property Covered by the Application**:
   2200 SCENIC HWY. SEBRING, FLA. 33870

7. **Name of Project, Subdivision, or Overall Project or part of a larger project, if applicable**: ROCKLYN HOMES @ BEN EASTMAN

8. **Existing Zoning District:** R3 & B3 **Existing Future Land Use Classification:** RH & C

9. **Current Use of the Property:** Number of existing dwelling units, type of commercial or industrial, etc.
   CITRUS

10. **Are there existing structures on the property?** ☐ **Yes** ☑ **No** **If yes,** what type? (Dwelling, Mobile Home, Accessory Structure, Commercial Building, Other)

If multiple units, the number of dwellings per building: 4 TO 6

11. **Existing Property Information:** Size of Property (width) 1,306 feet, (depth) 1,182 feet, road frontage 2,486 feet, water frontage -0- feet, **Total acres:** 35.32 +/-

If different from the total acreage, the developable portion is N/A +/- acres.

12. **Is the property located within the Lake Placid Regional Plan area?** ☐ **Yes** ☑ **No**

13. **Vesting:** Is the property vested for specific property rights? ☐ **Yes** ☑ **No** **If yes,** explain:

14. **Current Uses on the Adjacent Properties:**

	Current Use(s)	FLUM Designation(s)	Zoning District(s)
North	CITRUS	CITY RL	CITY R-1-A
South	CITRUS	CITY RM & COMM	CITY C-1 & R-3
East	CITRUS	CITY RM & COMM	CITY C-1 & R-3
West	DISTRIBUTION BLDG.	COUNTY COMM	COUNTY B-3

INFORMATION ABOUT THE PROPOSED USE:

15. **Proposed Number of Dwelling Units and/or Square Feet of Commercial space:** 280+-

16. **Residential Density:** The proposed density is 8.5 +/- units per acre.

17. **Intensity:** The proposed intensity is 540,000 square feet at 35% Floor Area Ratio (FAR).

ADDITIONAL INFORMATION REQUIRED PERTAINING TO PUBLIC FACILITIES:

18. **Potable Water:** The proposed development will be served by an off-site central potable water system. ☑ **Yes** ☐ **No**
If yes, the potable water system requirements will be accommodated by the CITY OF SEBRING water system. PLEASE ATTACH A LETTER FROM THE SERVICE PROVIDER ACKNOWLEDGING CAPACITY. *(See the attached sample letter requesting this information from the service provider.)*

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

19. **Wastewater Treatment:** The proposed development will be served by an off-site central wastewater treatment system. ☑ **Yes** ☐ **No**
If Yes, the wastewater treatment system requirements will be accommodated by the CITY OF SEBRING system. PLEASE ATTACH A LETTER FROM THE SERVICE

PROVIDER ACKNOWLEDGING CAPACITY. (See the attached sample letter requesting this information from the service provider.)

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

20. **Schools:** Every application requesting a land use change that will generate new residential dwelling units and a permanent population shall secure from the Highlands County School District **a letter** that will certify information pertaining to the following concerns based upon the location of the Applicant's property: IF APPLICABLE, PLEASE ATTACH A LETTER TO THIS APPLICATION. *(See the attached sample letter requesting this information from the School District.)*

ADDITIONAL COMPREHENSIVE PLAN INFORMATION NEEDED AT THE TIME OF DEVELOPMENT:

A. **Environmental Clearance:** If the property contains Wetlands, Xeric Uplands and/or Cutthroatgrass Seeps.

B. **Flood Hazard Areas:** There may be Special Flood Hazard areas on the property.

C. **Historic Properties:** There may be historic resources on the property.

D. **Archaeological Resources:** There may be archaeological resources on the property.

E. **Military Airport Zones (MAZ):** The property may be located in a MAZ.

F. **Surface Drainage:** Storm water management must comply with the requirements of Section 12.13.104.F of the Highlands County Land Development Regulations (See County Engineer) and the applicable water management district regulations.

G. **Solid Waste Disposal:** The proposed development must be served by a County approved refuse collection company.

H. **Recreation and Open Space:** The recreation and open space LOS adopted by Highlands County must be met at the time of development.

I. **Preliminary Concurrency Evaluation:** Completion of a Comprehensive Plan Amendment Traffic Study and approval of the Plan Amendment by the BCC does not provide Concurrency Approval. A separate application for Concurrency Determination is provided and administered by the County Engineer at time of development.

END OF APPLICATION

ATTACHMENTS:

1. Preliminary Concurrency Evaluation
2. Owner's Affidavit(s) or Corporate Affidavit
3. Agent's Affidavit(s)
4. Notarized authorization from each owner, as applicable (Form A)

LEGAL DESCRIPTION:

A PORTION OF THE EAST ONE-HALF OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 34 SOUTH, RANGE 28 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR THE PURPOSE OF THIS DESCRIPTION, IT IS ASSUMED THAT THE EAST BOUNDARY OF SECTION 13, TOWNSHIP 34 SOUTH, RANGE 28 EAST BEARS NORTH 0°18' EAST. BEGIN AT THE SOUTHEAST CORNER OF SAID SECTION 13, SAID BEGINNING POINT BEING MARKED WITH A 4 INCH BY 4 INCH LIGHT WOOD HUB BENEATH SURFACE OF CLAY ROAD, THENCE NORTH 0°18' EAST WITH THE EAST BOUNDARY OF SAID SECTION 13 A DISTANCE OF 1321 FEET TO AN IRON PIPE, THENCE SOUTH 89°30' WEST A DISTANCE OF 1326.12 FEET TO AN IRON PIPE IN THE WEST BOUNDARY OF THE EAST ONE-HALF OF THE SOUTHEAST 1/4 OF SAID SECTION 13, THENCE SOUTH 0°18'30" WEST WITH THE WEST BOUNDARY OF THE EAST ONE-HALF OF THE SOUTHEAST 1/4 OF SAID SECTION 13 A DISTANCE OF 1332 FEET TO AN IRON PIPE, THENCE NORTH 89°02' EAST WITH THE SOUTH BOUNDARY OF SAID SECTION 13, A DISTANCE OF 1326.47 FEET TO POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

A PORTION OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 34 SOUTH, RANGE 28 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 13; THENCE RUN SOUTH 87°03'36" WEST ALONG THE SOUTH LINE OF SAID SECTION A DISTANCE OF 19.43 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 87°03'36" WEST AND ALONG SAID SECTION LINE A DISTANCE OF 1306.84 FEET TO THE WEST LINE OF THE EAST ONE-HALF OF THE SOUTHEAST 1/4 OF SECTION 13; THENCE NORTH 01°29'07" WEST ALONG SAID WEST LINE A DISTANCE OF 150.04 FEET; THENCE NORTH 87°03'36" EAST AND PARALLEL TO THE SOUTH LINE OF SECTION 13 A DISTANCE OF 1183.26 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST (NORTHWEST); THENCE IN A SOUTHEASTERLY (NORTHEASTERLY) DIRECTION ALONG THE ARC OF A CURVE TO THE RIGHT (CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 1085.36 FEET, A CENTRAL ANGLE OF 06°27'42") A DISTANCE OF 122.40 FEET TO A POINT LYING ON THE WEST RIGHT OF WAY LINE OF BEN EASTMAN ROAD; THENCE SOUTH 01°59'30" EAST AND PARALLEL TO THE EAST LINE OF SAID SECTION 13 A DISTANCE OF 143.12 FEET TO THE POINT OF BEGINNING.

ORDINANCE NO. 22-23-01

AN ORDINANCE OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE FUTURE LAND USE ELEMENT AND THE FUTURE LAND USE MAP OF THE HIGHLANDS COUNTY 2030 COMPREHENSIVE PLAN AND PERTAINING TO THAT PROPERTY IDENTIFIED BY THE HIGHLANDS COUNTY PROPERTY APPRAISER THROUGH PARCEL ID# C-13-34-28-A00-0030-0000; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR FUTURE LAND USE ELEMENT AMENDMENTS TO POLICY 15.2; PROVIDING FOR APPROVAL OF LAND USE DESIGNATION CHANGE AND FUTURE LAND USE MAP AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statutes, Sections 163.3167, empowers the Highlands County to adopt and amend the Highlands County 2030 Comprehensive Plan (Plan); and

WHEREAS, the Property Owner of that property identified by the Highlands County Property Appraiser through Parcel ID# C-13-34-28-A00-0030-0000 (Property), has requested changes to a portion of the Property which require an amendment to the Future Land Use Map of the Plan; and

WHEREAS, the Highlands County Planning and Zoning Commission held a duly noticed public hearing on September 13, 2022, to review the proposed Large-Scale Plan amendment CPA-22-603LS, and recommended that the County approve the proposed Large-Scale Plan amendment CPA-22-603LS for transmittal to the Florida Department of Economic Opportunity (DEO); and

WHEREAS, Highlands County hereby finds that the CPA-22-603LS amendment to the Future Land Use Map is consistent with the patterns of existing development within this area and compatible with the surrounding land uses; and

WHEREAS, the County further finds that the CPA-22-603LS amendment to the future land use map is consistent with the goals, objectives, and policies of the adopted Plan; and

WHEREAS, the County has determined that Environmental Clearance, pursuant to NRE Policy 3.3 of the Plan, is not required for the CPA-22-603LS amendment to the future land use map; and

WHEREAS, the County has determined that the Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Plan and the Florida Master Site File indicate that there are no known cultural resources on the property and the proposed Future Land Use Map amendment, CPA-22-603LS, does not require Historical and Archaeological clearance, pursuant to FLU Policy 7.1 and NRE Policy 1.3 of the Plan; and

WHEREAS, pursuant to the Highlands County Code of Ordinances, Sections 8-128(a) and 12.01.102.B, all future development actions for the property shall be made to conform to applicable Plan policies and to Land Development Regulations in effect at the time of development; and

WHEREAS, the County held a duly noticed public hearing on October 18, 2022, and approved transmittal of Large-Scale Plan amendment CPA-22-603LS to the DEO for its review; and

WHEREAS, CPA-22-603LS Plan amendment and appropriate supporting data and analysis were transmitted to the reviewing agencies identified in Florida Statutes Section 163.3184(1)(c) on October 18, 2022; and

WHEREAS, DEO submitted its Comment Letter without comments related to important state resources or facilities for the CPA-22-603LS Plan amendment (Amendment No. 22-02ESR [expedited state review]) on _____, and

WHEREAS, comments were likewise not received from any of the other reviewing agency related to the CPA-22-603LS Plan amendment; and

WHEREAS, the County held a duly noticed public hearing on _____, to consider final adoption, by ordinance, of Large-Scale Plan amendment CPA-22-603LS and transmittal to DEO for its final determination that the Plan amendment is in compliance with state law.

NOW THEREFORE, BE IT ORDAINED by the Highlands County Board of County Commissioners, after due notice and public hearing, as follows:

SECTION 1. LEGISLATIVE FINDINGS AND INTENT. The Board of County Commissioners for Highlands County has complied with all requirements and procedures of Florida law in processing this Ordinance. The above recitals are hereby adopted.

SECTION 2. APPROVAL OF FUTURE LAND USE ELEMENT AMENDMENTS TO POLICY 15.2. Paragraph 68 of Policy 15.2 of the Future Land Use Element of the Plan, is hereby amended as follows:

68. CPA-22-603LS amending CPA-08-459LS: (Thurston Realty, Inc. and Harshman Holdings, Inc.) ~~This amendment proposes to change approximately~~ Correcting the property acreage from 35.37 to 35.33 acres and changing the 35.~~37~~ 33 acres in Section 13, Township 34 South, Range 28 East generally located at the northwest

corner of Sebring Parkway and Ben Eastman Road from ~~"Agriculture" to~~ "Commercial" and "High Density" to High Density Residential. *(Ordinance 07-08-40 Amended by ~~Ordinance No. 07-08-40~~ Ordinance No. 22-23-01)*.

Site Specific Conditions:

~~A. All future development actions for the property shall be made to conform to FLU Policy 12.1 through 12.1.8, the North Sebring Area Policy Plan as previously adopted by the Board of County Commissioners.~~

B. Provide a connection with the internal east-west access road provided by the commercial development to the immediate west, connecting Scenic Highway to Ben Eastman Road~~, and complete the connection to the multiple purpose pathway established by the multiple family development (Sea Breeze) to the immediate west~~.

C. Central water and wastewater shall be provided to the site by a public entity.

D. The Applicant shall dedicate additional rights-of-way as required by the County Engineer in order to meet the requirements of the Long Range Transportation Plan, the land Development Regulations, the Highlands County

E. Density shall be limited to ~~212~~ 300 multiple family dwelling units.

~~F. Intensity shall be limited to 230,000 sf. GFA of retail commercial.~~

G. A traffic study shall be required using Highlands County approved methodology~~, and addressing the following concerns of the FDOT:~~

~~a. Provide the short and long term analysis for US27 with service volumes based on generalized LOS tables.~~

~~b. The traffic study should show that the pass-by trips do not exceed 10% of the background trips of the adjacent roadways~~.

H. Effluent re-use lines shall be installed within the project by the developer unless the wastewater service provider determines they are not required.

I. Agricultural water permits and supply capacity in excess of that needed within the project shall be transferred to the public entity providing water and wastewater service prior to land clearing and development in accordance with all Water Management District rules and regulations.

~~J. The development shall meet the County's recreation LOS through one of the following options:~~

~~a. provide a public park on site;~~

~~b. make a payment in-lieu of dedication of park land with the approval of the Board of County Commissioners; or~~

~~c. dedicate park land to the County with the approval of the Board of County Commissioners.~~

SECTION 3. APPROVAL OF LAND USE DESIGNATION CHANGE AND FUTURE LAND USE MAP AMENDMENT.

A. The land use designation for the Property identified by the Highlands County Property Appraiser through Parcel ID# C-13-34-28-A00-0030-0000, and more particularly described as:

> A portion of the east one-half of the southeast 1/4 of Section 13, Township 34 South, Range 28 East, more particularly described as follows: For the purpose of this description, it is assumed that the east boundary of Section 13, Township 34 South, Range 28 East bears North 0°18' East. Begin at the southeast corner of said Section 13, said Beginning Point being marked with a 4 inch by 4 inch light wood hub beneath surface of clay road, thence North 0°18' East with the east boundary of said Section 13 a distance of 1321 feet to an iron pipe, thence South 89°30' West a distance of 1326.12 feet to an iron pipe in the west boundary of the east one-half of the southeast 1/4 of said Section 13, thence South 0°18'30" West with the west boundary of the east one-half of the southeast 1/4 of said Section 13 a distance of 1332 feet to an iron pipe, thence North 89°02' East with the south boundary of said Section 13, a distance of 1326.47 feet to Point of Beginning. Less and except the following described property: A portion of the southeast 1/4 of Section 13, Township 34 South, Range 28 East, being more particularly described as follows: Commence at the southeast corner of said Section 13; thence run South 87°03'36" West along the south line of said Section a distance of 19.43 feet for the Point of Beginning; thence continue South 87°03'36" West and along said Section line a distance of 1306.84 feet to the west line of the east one-half of the southeast 1/4 of Section 13; thence North 01°29'07" West along said west line a distance of 150.04 feet; thence North 87°03'36" East and parallel to the south line of Section 13 a distance of 1183.26 feet to a point of curvature of a curve concave to the southeast (northwest); thence in a southeasterly (northeasterly) direction along the arc of a curve to the right (curve having for its elements a radius of 1085.36

feet, a central angle of 06°27'42") a distance of 122.40 feet to a point lying on the west right of way line of Ben Eastman Road; thence South 01°59'30" East and parallel to the east line of said Section 13 a distance of 143.12 feet to the Point of Beginning.

Less and except the north half of the above-described property.

is hereby changed from “Commercial” and “High Density” to “High Density Residential”.

B. The Future Land Use Map of the Plan is hereby amended to reflect that the Property is designated as “High Density Residential”.

SECTION 4. IMPLEMENTING ADMINISTRATIVE ACTIONS. The County Administrator is hereby authorized and directed to take such actions as are deemed necessary and appropriate in order to implement the provisions of this Ordinance. The County Administrator may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such County employees as deemed effectual and prudent.

SECTION 5. SAVINGS CLAUSE. All prior actions of Highlands County pertaining to CPA-22-603LS, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 6. NON-CODIFICATION AND SCRIVENER’S ERRORS. The provisions of this Ordinance shall not be codified in the Board of County Commissioners of Highlands County Code of Ordinances. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the County Administrator and County Attorney, may be corrected.

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

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

SECTION 9. EFFECTIVE DATE. This Ordinance shall become effective immediately upon adoption; however, pursuant to Florida Statutes, Section 163.3184, the subject large-scale Future Land Use Amendment shall go into effect pursuant to DEO’s notice of intent unless otherwise challenged within 30 days of adoption. In the event of a timely challenge, the subject large-scale Future Land Use Amendment shall become effective once the Florida Department of Economic Opportunity or the Administration Commission enters a final order determining the adopted amendment to be in compliance.

First Public Hearing: October 18, 2022
Second Public Hearing: _____2022

DONE AND ADOPTED this ____ day of _____, 2022.

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA

(SEAL)

By: _____
, Chairman

ATTEST:

By: _____
Jerome Kaszubowski, Clerk

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: October 18, 2022

PRESENTER:	**Melony Culpepper, Assistant Development Services Director/Planning and Zoning Manager**
SUBJECT/TITLE:	**Public hearing to consider adoption of P&Z Hearing No. 2105, changing the Official Zoning Atlas for an approximate 35.33-acre parcel, from Multiple-Family Dwelling including Motel and Hotel District (R-3) and Business District (B-3) to Multiple-Family Dwelling Planned Development District (R-3 PD).**

STATEMENT OF ISSUE

The Applicant is requesting a change to the Official Zoning Atlas for an approximate 35.33-acre parcel, from Multiple-Family Dwelling including Motel and Hotel District (R-3) and Business District (B-3) to Multiple-Family Dwelling Planned Development District (R-3 PD).

The parcel contains a citrus grove and is vacant of structures and native vegetation. The Applicant is proposing to utilize the property for a future 300-unit multiple-family residential development.

There is a companion request for a Future Land Use Map Amendment of an approximate 17.69-acre portion of this property from Commercial (C) to High Density Residential (RH), and an amendment to the Highlands County 2030 Comprehensive Plan, Future Land Use Element, to amend existing site-specific conditions contained within Policy 15.2, Site Specific Developments, Number 68, CPA-08-459LS.

The Planning and Zoning Commission recommended approval of P&Z 2105 as presented.

RECOMMENDED ACTION

Move to approve and adopt by Resolution 22-23-05, P&Z 2105, changing the Official Zoning Atlas for approximately 35.33 acres from Multiple-Family Dwelling including Motel and Hotel District (R-3) and Business District (B-3) to Multiple-Family Dwelling Planned Development District (R-3 PD), referencing the mandatory findings of fact and becoming effective as provided by law.

Attachments: Staff Report P&Z 2105 Thurston Harshman.pdf
Application P&Z 2105 Thurston & Harshman.pdf
Resolution P&Z 2105 Thurston & Harshman.pdf

HIGHLANDS COUNTY
PLANNING DIVISION
STAFF REPORT

Type: Rezone	**BCC Hearing Date:** 10/18/2022
Case Number: P&Z 2105	**Case Name:** Thurston & Harshman/ Sebring Parkway Townhomes
Agent: Rick Whidden	**Property Owners:** Thurston Realty, Inc. & Harshman Holdings, Inc.
Public Hearing: BCC	**Case Staff Member:** Melony Culpepper

Request: Rezone an approximate 35.33-acre parcel, from Multiple-Family Dwelling including Motel and Hotel District (R-3) and Business District (B-3) to Multiple-Family Dwelling Planned Development District (R-3 PD).

General Location: An approximate 35.33-acre parcel located on the northwest corner of the intersection of Sebring Parkway and Ben Eastman Road, approximately 1.56 miles east of US 27 and 0.41 miles west of Panther Parkway; the address being 2200 Scenic Highway, Sebring, Florida

PARCEL ID: C-13-34-28-A00-0030-0000

Staff Recommendations and Minutes:

1. **Staff Recommendation to the Board of County Commissioners concerning the Planning and Zoning Commission (P&Z) Recommendation:** Move to approve and adopt by Resolution, P&Z 2105, changing the Official Zoning Atlas for approximately 35.33 acres from Multiple-Family Dwelling including Motel and Hotel District (R-3) and Business District (B-3) to Multiple-Family Dwelling Planned Development District (R-3 PD), referencing the mandatory findings of fact and becoming effective as provided by law.

2. **Staff Recommendation to the P&Z:** Recommend to the Board of County Commissioners to approve and adopt by Resolution, P&Z 2105, changing the Official Zoning Atlas for approximately 35.33 acres from Multiple-Family Dwelling including Motel and Hotel District (R-3) and Business District (B-3) to Multiple-Family Dwelling Planned Development District (R-3 PD), referencing the mandatory findings of fact and becoming effective as provided by law.

3. Excerpt from the September 13, 2022, DRAFT P&Z Minutes and Recommendation to the BCC: "HEARING NUMBER P&Z 2105 – THURSTON REALTY, INC. & HARSHMAN HOLDINGS, INC. C/O RICK WHIDDEN

An approximate 35.33-acre parcel located on the northwest corner of the intersection of Sebring Parkway and Ben Eastman Road, approximately 1.56 miles east of US 27 and 0.41 miles west of Panther Parkway; the address being 2200 Scenic Highway, Sebring; and abbreviated legal as follows: An approximate 35.33-acre parcel located in Section 13, Township 34 South, Range 28 East, Highlands County, Florida.

The Applicant is requesting a zoning change from Multiple-Family Dwelling including Motel and Hotel District (R-3) and Business District (B-3) to Multiple-Family Dwelling Planned Development District (R-3 PD). Mrs. Hunnicutt read the request and Mrs. Culpepper and Mr. Whidden presented the request. There were no letters received in favor or objection of the request; one member of the audience spoke regarding a development that was approved by the City of Sebring on the south side of Sebring Parkway opposite from the subject parcel.

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 2105, changing the Official Zoning Atlas for an approximate 35.33 acres from Multiple-Family Dwelling including Motel and Hotel District (R-3) and Business District (B-3) to Multiple-Family Dwelling Planned Development District (R-3 PD), referencing the mandatory findings of fact and becoming effective as provided by law.

Upon roll call, all members voted yes. **Motion carried 4-0."**

4. Conditions of approval are included in the adopting resolution and are as follows:

1. The underlying or base zoning regulations for this PD 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;
2. The minimum living area shall be 1,000 square feet of living space per dwelling unit;
3. Each dwelling unit shall have a maximum occupancy of six (6) persons;
4. If the development is Platted or a Condo Association created for individual ownership of units, the minimum Lot size shall be 20 feet in width and 2,000 square feet in area;
5. The maximum Lot coverage or Floor Area Ratio (FAR) by all buildings shall be 60%;
6. The maximum height of all buildings shall be 35 feet;
7. Minimum yard requirements shall be as follows:
    a. Front: 25 feet, measured from the edge of pavement;

b. Side: 0 feet between interior units, with no less than 10 feet between buildings, and 10 feet to the property boundary line;

c. Rear: 20 feet;

d. Corner: 15 feet;

8. All internal roadways shall be privately maintained and shall be no less than 24 feet in width. Internal roadways shall not be dedicated to Highlands County for maintenance;

9. The approved PD site development plan for this R-3 PD, pursuant to the requirements set forth in Section 12.05.290 of the Code, is attached hereto. The property shall be subject to the County Code for final site plan approval.

Supplemental Material/Issue Analysis Report:

1. Request: The matter for consideration is for a change to the Official Zoning Atlas of an approximate 35.33-acre parcel, from R-3 and B-3 to R-3 PD.

The parcel contains a citrus grove and is vacant of structures and native vegetation. The Applicant is proposing to utilize the property for future 300-unit multiple-family residential development.

There is a companion request for a Future Land Use Map Amendment of an approximate 17.69-acre portion of this property from Commercial (C) to High Density Residential (RH), and an amendment to the Highlands County 2030 Comprehensive Plan, Future Land Use Element, to amend existing site-specific conditions contained within Policy 15.2, Site Specific Developments, Number 68, CPA-08-459LS.

2. Notices to Surrounding Property Owners.

On August 11, 2022, notices were mailed to 7 property owners notifying them of the public hearings for the Planning and Zoning Commission and the Board of County Commissioners.

3. Existing Use Analysis:

LOCATION	EXISTING USE	LAND USE CATEGORY	ZONING
Subject Property	Citrus Grove	RH/C	R-3/B-3
Adjacent Property to the North	Citrus Grove	City of Sebring Low Density Residential (S RL)	City of Sebring Single-Family District (S R-1A)

LOCATION	EXISTING USE	LAND USE CATEGORY	ZONING
Adjacent Property to the South	Citrus Grove	City of Sebring Medium Density Residential/ City of Sebring Commercial (S RM/ S COM)	City of Sebring Multiple-Family District (S R-3)/ City of Sebring Commercial District (S C-1)
Adjacent Property to the East	Citrus Grove	City of Sebring High Density Residential (S RH)/ S COM	S C-1/ S R-3
Adjacent Property to the West	Bernie Little Distributors	C	B-3

4. Applicable References:

Planning…§163.3194(1)(a) - (b), F.S.; Highlands County 2030 Comprehensive Plan: Future Land Use Policies: 1.1, General Growth Management Strategy Policy 1.2.D.4, High Density Residential (RH) and Policy 1.2.D.7, Commercial (C).

Zoning…Highlands County Land Development Regulations (LDRs): Section 12.05.213: Multiple-Family Dwelling including Motel and Hotel District (R-3), Section 12.05.242: Business District (B-3), and Section 12.05.290: Planned Development District (PD).

Department Comments and Analysis of Petitioner's Proposal:

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

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

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

Florida Department of Health: No objection.

2. The following Departments, Divisions, and Agencies offered no comment: Florida Department of Environmental Protection, Florida Department of Transportation, Natural Resources, and Sebring Airport.

3. The following Departments, Divisions, and Agencies did not respond: City of Sebring, Highlands County Economic Development, Highlands County Emergency Management, Highlands County Emergency Medical Services, and Highlands County Fire Rescue.

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

A. Natural Features Analysis:

1. **Topography:** The topographic map depicts the subject property as sloping slightly from southwest to northeast with an elevation between 130 and 150 feet.
2. **Soils:** The soil underlying the site is *Astatula Sand, 0 to 8% Slopes.* The soil is nearly level to moderately sloping, excessively drained, and sandy, causing slight limitations on urban uses which can be overcome by adding suitable topsoil.
3. **Surface Waters:** The subject parcel has no surface water areas.
4. **Vegetative Cover:** The site contains a citrus grove and has been cleared of native vegetation.

B. Zoning Analysis:

1. **Current Use of Land:** The current use of the land is a citrus grove.
2. **Vested Rights:** None.
3. **Current Zoning Designation:** The site has a zoning designation of R-3 and B-3.
4. **Proposed Zoning Designation:** The proposed zoning designation is R-3 PD.
5. **Current Zoning Population Yield and Intensity:** The current R-3 zoning (approximately 17.69 acres) allows up to 12 dwelling units per acre. The parcel currently carries a potential population yield of 477 persons; 17.69 acres x 12 = 212.28 dwelling units; 212 dwelling units x 2.25 persons = 477 persons.
   The current B-3 zoning (approximately 17.69 acres) allows a maximum of 0.70 FAR for office and 0.80 for other commercial uses.
6. **Proposed Zoning Population Yield:** The proposed zoning allows a maximum of 300 dwelling units and a maximum of 6 persons per dwelling unit. The potential population yield is approximately 1800 persons: 300 dwelling units x 6 persons = 1800 persons.
7. **The Applicant's proposed development program:** The Applicants are proposing to develop the site for a 300-unit multi-family residential development.

C. Special Designated Areas:

1. **Environmental Protection:** The Conservation Overlay Map series of the Comprehensive Plan indicates that the site contains no Selected Natural Resources. Pursuant to Natural Resource Element Policy 3.3. of the Comprehensive Plan, the Applicant **is not required** to obtain Environmental Clearance at the time of development.
2. **Historic Resources:** The Florida Master Site File (FMSF) indicates that there are no known historic resources on the property.
3. **Archaeological Resources:** The Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Comprehensive Plan and the FMSF indicate no known archaeological resources on the site.

4. **Floodplains (FEMA designation):** The property has a flood zone designation of X, for areas located outside the Special Flood Hazard Areas, as depicted on the Flood Insurance Rate Map Community Panel Number **12055C0138C and 12055C0139C**, effective November 18, 2015.
5. **Military Airport Zones (MAZ):** The property is located within MAZ III as designated by Section 12.12.800 of the Highlands County LDRs.
6. **Wellhead Protection Zones:** The property is not located within any of the defined protection zones as defined by Infrastructure Policy 6.6. of the Comprehensive Plan.
7. **Airport Surface Areas:** The property is not located within any of the defined surface areas as designated by Chapter 2.1 of the Highlands County Code of Ordinances.

D. Public Facilities and Services:

1. **Potable Water:** The property will be served by an off-site central potable water system provided by the City of Sebring.
2. **Central Wastewater:** The property will be served by an off-site central wastewater system provided by the City of Sebring.
3. **Solid Waste:** The property will be serviced by a county-approved refuse collection company.
4. **Vehicular Access and Traffic Circulation:** The site has direct access onto Ben Eastman Road.
5. **Railroad Access:** The site does not have direct railroad access.
6. **Recreation:** The proposed development will require approximately 3.76 acres of recreation; the Applicants are proposing more than 4 acres of recreation space.
7. **Drainage:** The Applicant will be required to comply with Section 12.13.104.F. of the Highlands County LDRs and the applicable water management district regulations.

E. Traffic Impacts: Pursuant to the Comprehensive Plan: Technical Support Section, a traffic analysis **is** required at the time of development. The Applicant has submitted a traffic analysis to the County Engineer for review and comment.

F. Schools: The permitted uses within the R-3 PD zoning designation will generate student impacts to the school district; school concurrency **is** required.

G. Airports: The subject property is located approximately 5.9 miles southeast of the Avon Park Executive Airport and 7.9 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 2105, changing the Official Zoning Atlas for approximately 35.33 acres from Multiple-Family Dwelling including Motel and Hotel District (R-3) and Business District (B-3) to Multiple-Family Dwelling Planned Development District (R-3 PD), referencing the mandatory findings of fact and becoming effective as provided by law with the following conditions of approval:

1. **The underlying or base zoning regulations for this PD 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;**
2. **The minimum living area shall be 1,000 square feet of living space per dwelling unit;**
3. **Each dwelling unit shall have a maximum occupancy of six (6) persons;**
4. **If the development is Platted or a Condo Association created for individual ownership of units, the minimum Lot size shall be 20 feet in width and 2,000 square feet in area;**
5. **The maximum Lot coverage or Floor Area Ratio (FAR) by all buildings shall be 60%;**
6. **The maximum height of all buildings shall be 35 feet;**

7. **Minimum yard requirements shall be as follows:**
    a. **Front: 25 feet, measured from the edge of pavement;**
    b. **Side: 0 feet between interior units, with no less than 10 feet between buildings, and 10 feet to the property boundary line;**
    c. **Rear: 20 feet;**
    d. **Corner: 15 feet;**
8. **All internal roadways shall be privately maintained and shall be no less than 24 feet in width. Internal roadways shall not be dedicated to Highlands County for maintenance;**
9. **The approved PD site development plan for this R-3 PD, pursuant to the requirements set forth in Section 12.05.290 of the Code, is attached hereto. The property shall be subject to the County Code for final site plan approval.**

Attachments:

Exhibit 1: Location Map
Exhibit 2: Aerial Map
Exhibit 3: Zoning Map
Exhibit 4: Proposed Zoning Map
Exhibit 5: PD Site Plan

Exhibit 1:

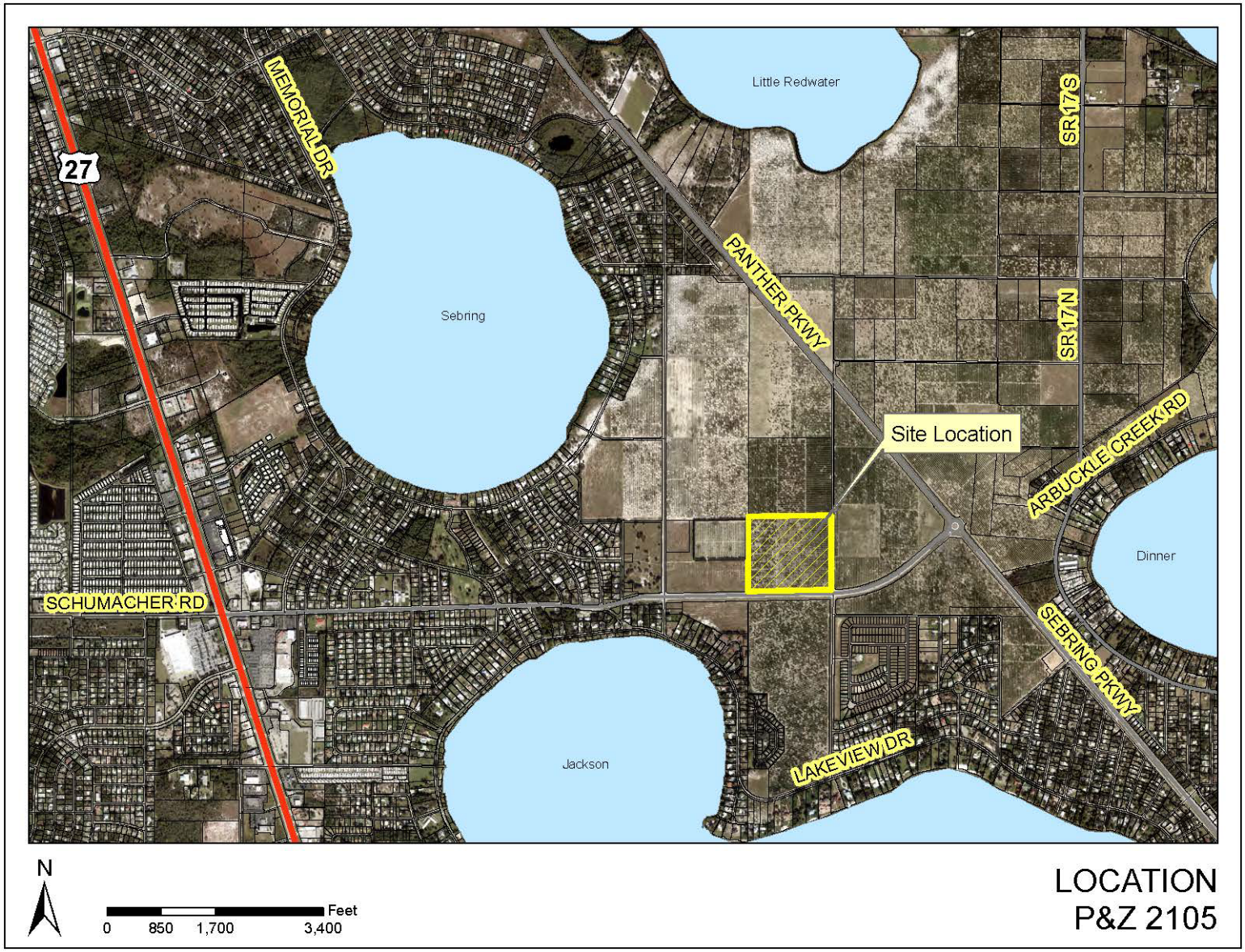

27
MEMORIAL DR
Little Redwater
SR17 S
PANTHER PKWY
Sebring
SR17 N
Site Location
ARBUCKLIE CREEK RD
Dinner
SCHUMACHER RD
SEBRING PKWY
Jackson
LAKEVIEW DR
N
Feet
0
850
1,700
3,400
LOCATION
P&Z 2105

Exhibit 2:

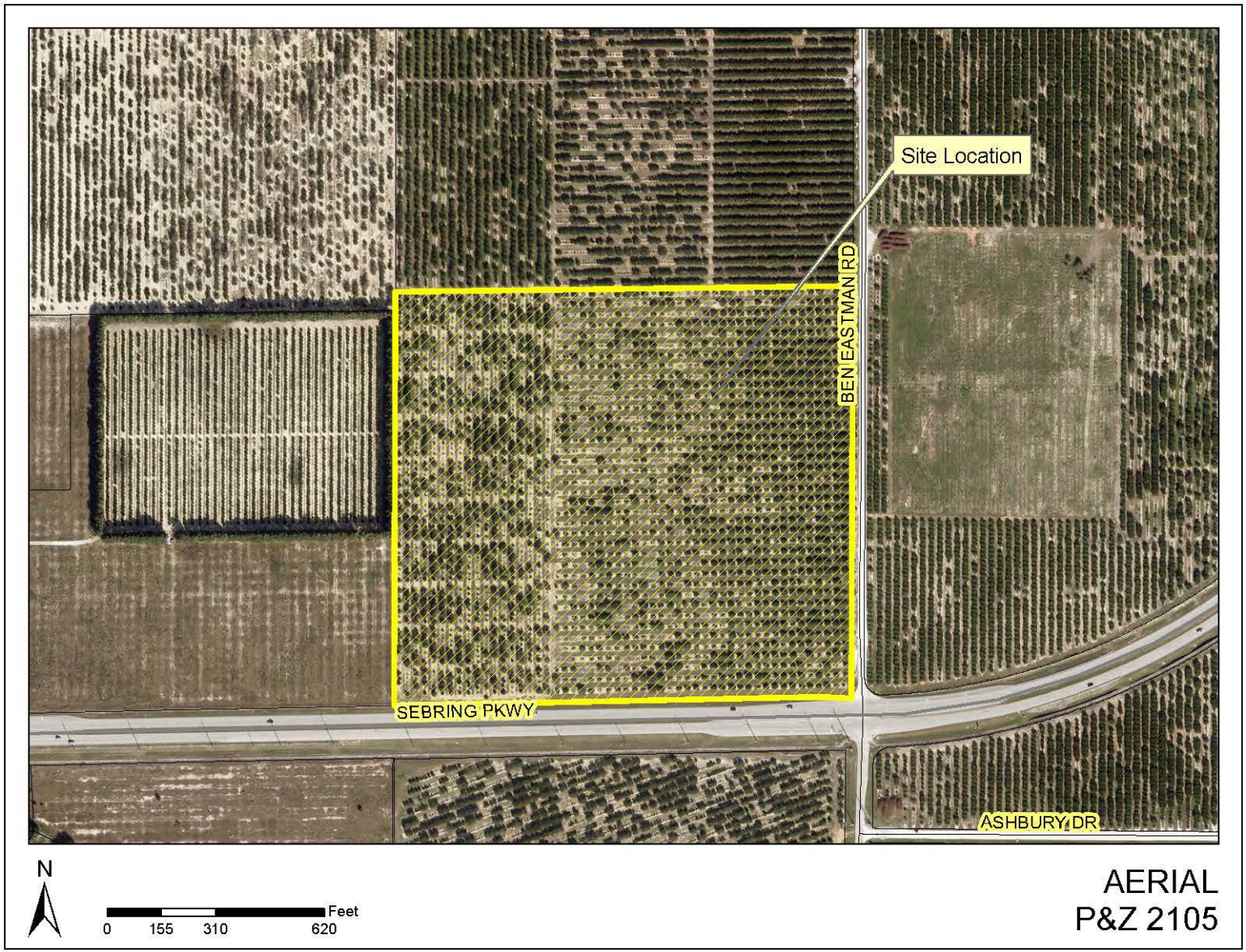

Site Location
BEN EASTMAN RD
SEBRING PKWY
ASHBURY DR
N
0
155
310
620
Feet
AERIAL
P&Z 2105

Exhibit 3:

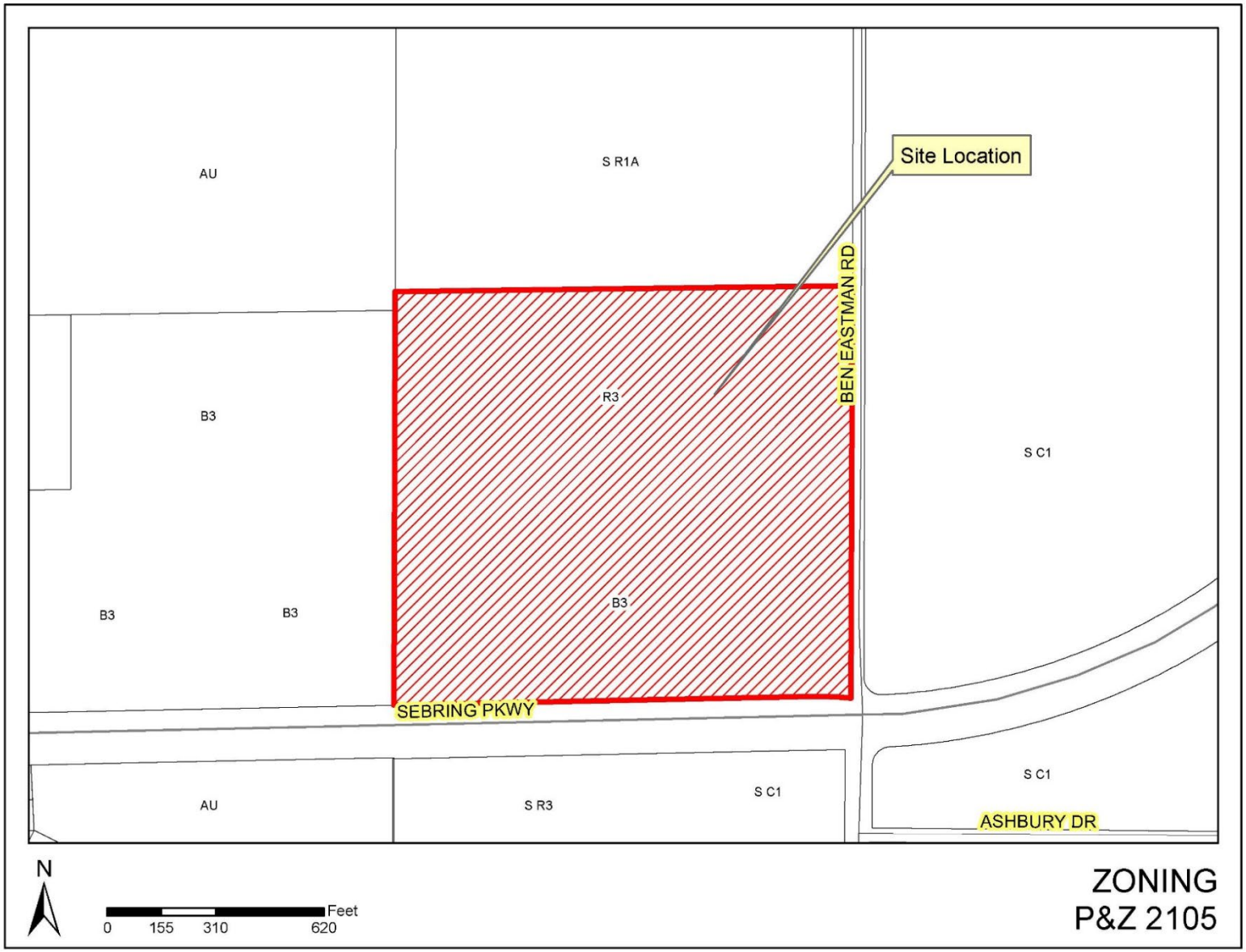

AU
S R1A
Site Location
BEN EASTMAN RD
R3
B3
S C1
B3
B3
B3
SEBRING PKWY
AU
S R3
S C1
S C1
ASHBURY DR
N
Feet
0
155
310
620
ZONING
P&Z 2105

Exhibit 4:

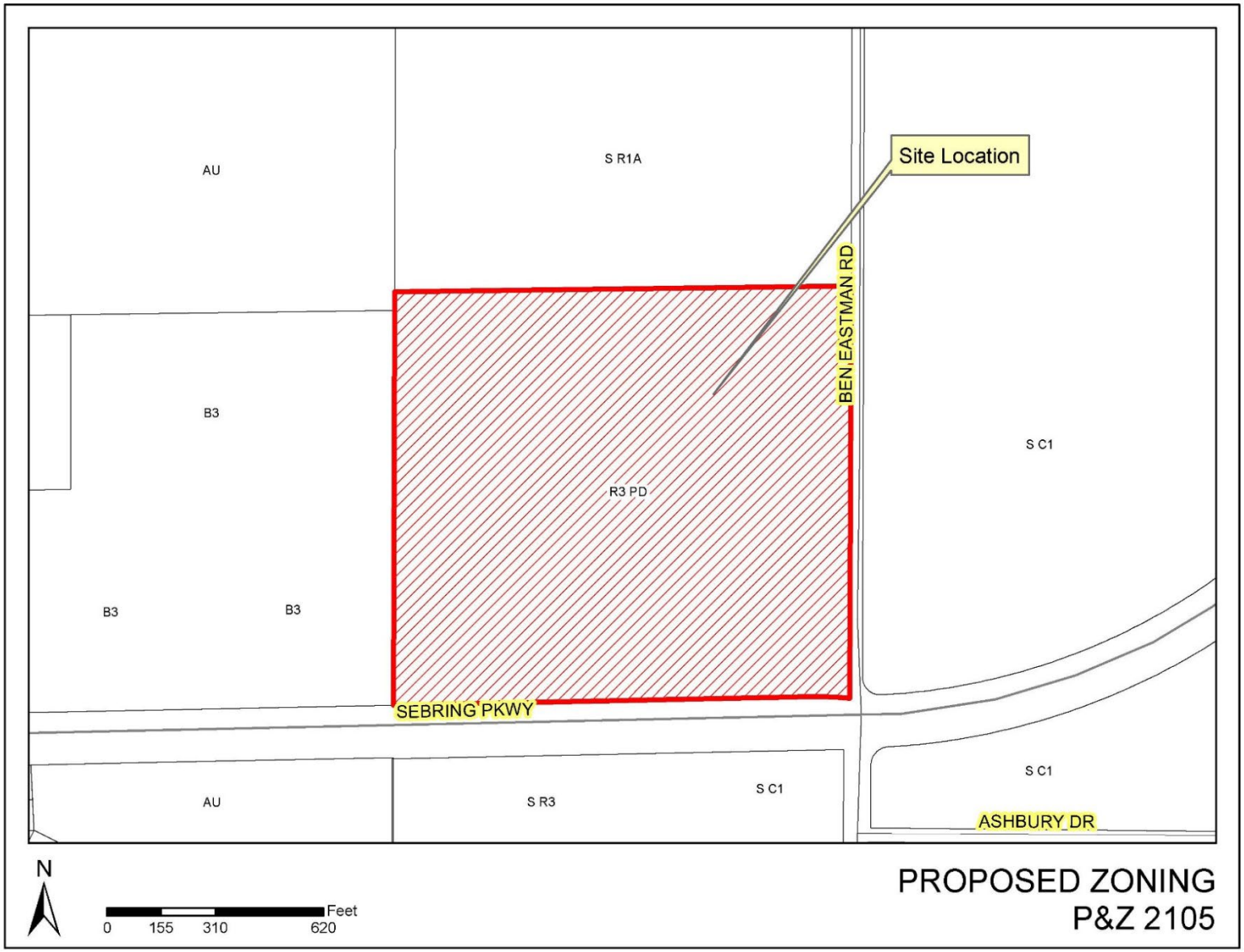
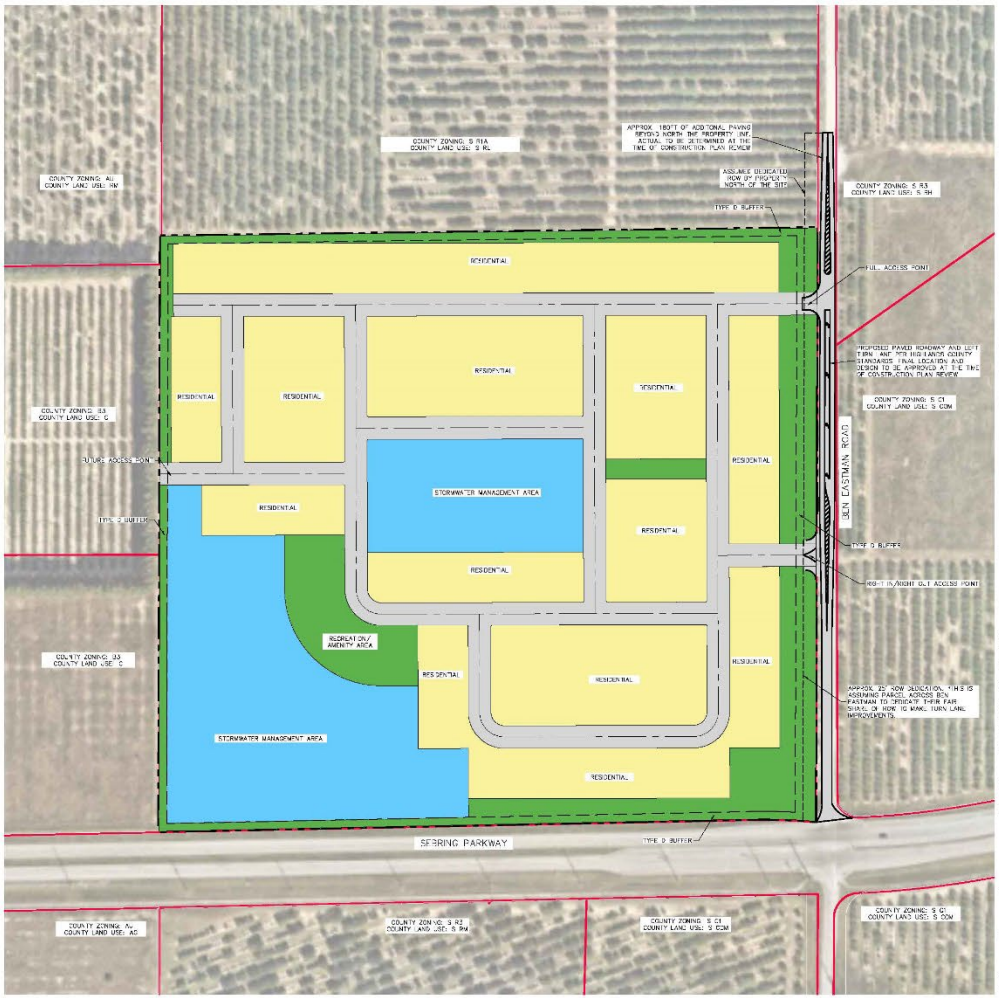
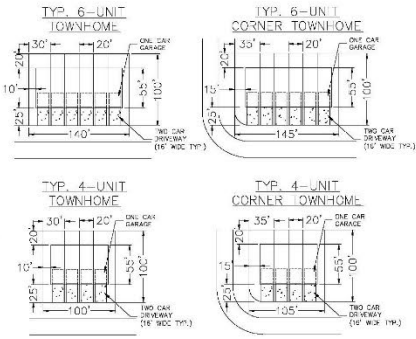

AU
S R1A
Site Location
BEN EASTMAN RD
B3
S C1
R3 PD
B3
B3
SEBRING PKWY
AU
S R3
S C1
S C1
ASHBURY DR
N
Feet
0
155
310
620
PROPOSED ZONING
P&Z 2105

Exhibit 5:





SITE DEVELOPMENT STANDARDS:

RESIDENTIAL UNIT SETBACKS:	
FRONT	25'
SIDE (ATTACHED SIDE/ END UNIT)	0'/10'
REAR	20'
CORNER	15'
BUILDING HEIGHTS:	
RESIDENTIAL	35' MAXIMUM
PROJECT PERIMETER PROTECTIVE YARDS:	
NORTH	TYPE D
SOUTH	TYPE D
EAST	TYPE D
WEST	TYPE D
EXISTING:	
SITE AREA (AC)	35.32
FLUM DESIGNATION	COMMERCIAL/HIGH DENSITY RESIDENTIAL
ALLOWED DENSITY	12 DU/AC
CURRENT ZONING	R-3 & B3
PROPOSED:	
FLUM DESIGNATION	HIGH DENSITY RESIDENTIAL
ZONING	PLANNED UNIT DEVELOPMENT(PUD)
RESIDENTIAL UNITS	300
POPULATION (300 X 2.66 pph)	798 People
DENSITY	8.49 DU/AC
PARKING REQUIREMENTS:	
REQUIRED 2 BEDROOMS+=2 SPACES	600 SPACES

FINAL AMOUNT OF PARKING WILL MEET THE MINIMUM REQUIRED BY PROVIDING ONE GARAGE SPACE AND TWO DRIVEWAY SPACES.

SITE NOTES

1. PROJECT ADDRESS	2200 SCENIC HIGHWAY, SEBRING, FL 33870
2. TOTAL AREA OWNED	35.32 ac
3. TOTAL PROJECT AREA	35.32 ac
4. TOTAL # PROPOSED UNITS	300
5. EXISTING PROPERTY USE	GROVES/ORCHARDS
6. EXISTING ZONING	R-3
7. PERMITTED LAND USE	COMMERCIAL/HIGH DENSITY RESIDENTIAL
8. PERMITS REQUIRED	
GENERAL	CITY OF SEBRING & HIGHLANDS COUNTY
WATER AND WASTEWATER	F.D.E.P. & S.W.F.W.M.D
9. EASEMENTS	UTILITY EASEMENTS TO BE DETERMINED AT FINAL ENGINEERING
10. DEDICATIONS	A 25' WIDE RIGHT OF WAY DEDICATION HAS BEEN SET ASIDE FOR THE FUTURE EXPANSION OF BEN EASTMAN ROAD. ASSUMES OTHERS WILL DEDICATE APPROX. 25' OF ADDITIONAL ROW. ALL INTERNAL ROADS, GREEN SPACES, STORMWATER FACILITIES, ETC. WILL BE MAINTAINED BY THE DEVELOPMENT.
11. MINIMUM LOT AREA	2,000 SF
MAX LOT BLDG COVERAGE	60%
MAX IMPERVIOUS AREA	70%
12. UTILITIES	
CENTRAL WATER	CITY OF SEBRING
SEWER	CITY OF SEBRING
13. AMENITY PARKING SPACES	9.5' X 18'
14. INTERNAL DRIVE AISLES	24 FEET WIDE MINIMUM

SP-01

SEBRING PKWY TH

HIGHLANDS COUNTY, FL

CONCEPTUAL P.U.D. SITE PLAN

07/20/2022 - CONTACT JUSTIN K HAM, P.E. (863) 226-6564

GRAPHIC SCALE IN FEET 0 50 100 200

NORTH

Kimley»Horn

Highlands County, Florida
Zoning Change Application

Zoning change from: R-3 & B-3

Zoning change to: R-3 PD

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 # 22040011 Rcvd. updates 7/20/2022

P&Z Hearing Number: 2105 **Date of Application:** ~~4/19/2022~~

Amount of Fee: $ 1,950.00 **Receipt No.:** 450000001285 **Tax Map No.:** 47-A

Hearing Dates: LP: _____ **P&Z:** ~~6/14/2022~~ 9/13/2022 **BCC:** ~~7/19/2022~~ 10/18/2022

****

This application has been reviewed for completeness and determined sufficient:

Zoning Supervisor _____ Date 4/25/2022 ✓ 7/20/2022 RTB

****

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: THURSTON REALTY INC. & HARSHMAN HOLDINGS INC.
   Mailing Address: P.O. BOX 1299 SEBRING, FLA. 33871-1299
   Telephone No.: 407-424-6723 **E-Mail Address:** tjenkins@rocklynhomes.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: RICK WHIDDEN
   Mailing Address: 4108 MULLIGAN CT. W. SEBRING, FLA. 33872
   Telephone No.: 863-381-1516 **E-Mail Address:** RICKWHIDDENDRAFTING@GMAIL.COM

NOTARIZED AUTHORIZATION:

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

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

4. **Strap No.(s) of Property Covered by Application:**
   STRAP #:C-13-34-28-A00-0030-0000 **STRAP #:**C-_____
   STRAP #:C-_____ **STRAP #:**C-_____

5. **Street Address(es) of Property Covered by the Application:** 2200 SCENIC HWY SEBRING, FLA. 33870

****

SECTION III: INFORMATION ABOUT EXISTING USES:

6. **Existing Zoning District:** R-3 & B-3 **Existing Land Use Classification:** RH & COMMERCIAL
   Are the Zoning and Comprehensive Plan Consistent? ■Consistent ☐Not Consistent

7. **Existing Property Information:** Size of Property (width) 1,306.00 +/- feet, (depth) 1,182.00 +/- feet, street frontage 2,486.00 +/- feet, water frontage -0- feet, **Total acres** 35.32 +/-
   If different from the total acreage, the upland, or developable portion is N/A +/- acres.

8. **Are there existing structures on the property?** ☐Yes ■No **If Yes**, what type (CBS, Frame, Stucco, Other Multiple Units, Number of Dwellings per Building), and what are they used for? _____

   If multiple units, the number of dwellings per building/number of buildings: _____

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

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

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

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

13. **Information on the Adjacent Properties:**

	Existing Uses	FLUM Designations	Zoning Districts
North	CITRUS	CITY RL	CITY R-1-A
South	CITRUS	CITY RM & COMM.	CITY C-1 & R-3
East	CITRUS	CITY RH & COMM.	CITY C-1 & R-3
West	DISTRIBUTION BLDG.	COUNTY COMM.	COUNTY B-3

****

SECTION IV: INFORMATION ABOUT THE PROPOSED CHANGE:

14. **Reason for Proposed Change(s) (DO NOT INCLUDE SPECIFIC USES):** _____
    TO ALLOW DEVELOPMENT OF PROPERTY AS DESIRED BY THE DEVELOPER.

15. **Proposed Number of Dwelling Units Desired or Number of Square Feet of Commercial Space (if applicable):**
    280 +/-

16. **Proposed Development Standards (if applicable):**

    A. Proposed parcel size (if increasing area with this application) 35.32 +/- ACRES square feet/acre
    B. Proposed Floor Area Ratio (FAR): Gross floor area of existing building 17.2 divided by Parcel size 35.32 = FAR 35 %

****

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 CITY OF SEBRING water system.

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

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

a. The facility has the designed capacity for pumping and treating 14,789,600 gpcd.
b. The facility has a permitted capacity for 5,811,000 gpcd.
c. The facility has an average demand or committed capacity for 3,933,000 gpcd.
d. The facility has an excess capacity of 1,878,000 gpcd.
e. This proposed development will require approximately 82,000 gpcd.

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

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

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

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

If Yes, the wastewater treatment system requirements will be accommodated by the CITY OF SEBRING system.

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

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

a. The facility has the designed capacity for pumping and treating 2,000,000 gpcd.
b. The facility has a permitted capacity for 2,000,000 gpcd.
c. The facility has an average demand or committed capacity for 1,248,000 gpcd.
d. The facility has an excess capacity of 752,000 gpcd.
e. This proposed development will require approximately 82,000 gpcd.

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

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

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

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

Note: The required LOS for the County is premised upon the applicable water management district standards.
SFWMD:25-year/24-hour storm event (peak discharge, 25-year/36-hour)
SWFWMD:25-year/24-hour storm event (peak discharge, 25-year/24-hour)

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

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

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

21. **Recreation and Green Space:** The recreation and green space LOS adopted by Highlands County will be met at the time of development which will include, in part, the following facilities, if any: ON SITE RECREATION BUILDING ALONG WITH 4.0 +/- ACRES OF PASSIVE RECREATIONAL SPACE.

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

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

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

****

SECTION VI: ADDITIONAL ZONING AMENDMENT INFORMATION:

23. **Owner's Affidavit:** Owner's Affidavit(s) must be completed and submitted as part of **all** applications.

24. **Agent's Affidavit:** Agent's Affidavit(s), if applicable, must be completed and submitted as part of **all** applications.

25. **Map Properties within 500 Feet:** Submit a map which delineates the boundary of the proposed development site and its location on the map. Include each parcel of land within **500 feet** of the property being considered in the application.

26. **List of Property Owners:** List all current property owners within a 500-foot radius of the property being considered for a rezone, including names, mailing and site addresses, and STRAP numbers of their properties. **If** the property being considered for a rezone is an area currently zoned Agriculture, the list must contain a minimum of 6 different property owners adjacent to or in the vicinity of the rezoning being requested (Attach separate sheets to this application).

27. **Land Survey:** A copy of the survey, showing all dedications or easements within the property that is the subject of the application, prepared by a Florida registered land surveyor may be required and attached to the application.

28. **Proposed Flexible Unit Development (FUD) or Planned Development (PD) – Site Plan, Resolution, and Letter of Intent:** A site plan, a draft resolution, and a letter of intent are required which indicate uses, density, building locations, streets, site access, off-street parking, water courses or bodies, buffers, setbacks (dimensions), and environmentally sensitive areas. (See Section 12.05.291 of the Code of Ordinances for FUD requirements and Section 12.05.290 for PD requirements.)

29. **Surrounding Property Owners:** Have you discussed this rezoning request with the surrounding property owners? ☐**Yes** ■**No**

30. **Contract to Sell:** Is this property under contract to sell contingent on the rezoning? ■**Yes** ☐**No**

****

END OF APPLICATION

ATTACHMENTS:

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

RESOLUTION NO. 22-23-05

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE ZONING CHANGE FOR THAT PROPERTY IDENTIFIED BY THE HIGHLANDS COUNTY PROPERTY APPRAISER THROUGH PARCEL ID# C-13-34-28-A00-0030-0000; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF ZONING CHANGE AND ZONING ATLAS AMENDMENT; PROVIDING FOR GENERAL CONDITIONS, RESTRICTIONS, AND LIMITATIONS; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Highlands County Code of Ordinances, Section 12.03.401, the Property Owner of that property identified by the Highlands County Property Appraiser through Parcel ID# C-13-34-28-A00-0030-0000 (Property), has requested a change to the existing zoning classification on the Property for the specific purposes of furthering residential objectives; and

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

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

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

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

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

NOW, **THEREFORE BE IT RESOLVED**, by the County, after public hearing and

comment that:

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

SECTION 2. Approval of Zoning Change and Zoning Atlas Amendment.

A. The zoning designation for that Property identified by Highlands County Property Appraiser through Parcel ID # C-13-34-28-A00-0030-0000 ("Property") and as more particularly described as:

> A portion of the east one-half of the southeast 1/4 of Section 13, Township 34 South, Range 28 East, more particularly described as follows: For the purpose of this description, it is assumed that the east boundary of Section 13, Township 34 South, Range 28 East bears North 0°18' East. Begin at the southeast corner of said Section 13, said Beginning Point being marked with a 4 inch by 4 inch light wood hub beneath surface of clay road, thence North 0°18' East with the east boundary of said Section 13 a distance of 1321 feet to an iron pipe, thence South 89°30' West a distance of 1326.12 feet to an iron pipe in the west boundary of the east one-half of the southeast 1/4 of said Section 13, thence South 0°18'30" West with the west boundary of the east one-half of the southeast 1/4 of said Section 13 a distance of 1332 feet to an iron pipe, thence North 89°02' East with the south boundary of said Section 13, a distance of 1326.47 feet to Point of Beginning. Less and except the following described property: A portion of the southeast 1/4 of Section 13, Township 34 South, Range 28 East, being more particularly described as follows: Commence at the southeast corner of said Section 13; thence run South 87°03'36" West along the south line of said Section a distance of 19.43 feet for the Point of Beginning; thence continue South 87°03'36" West and along said Section line a distance of 1306.84 feet to the west line of the east one-half of the southeast 1/4 of Section 13; thence North 01°29'07" West along said west line a distance of 150.04 feet; thence North 87°03'36" East and parallel to the south line of Section 13 a distance of 1183.26 feet to a point of curvature of a curve concave to the southeast (northwest); thence in a southeasterly (northeasterly) direction along the arc of a curve to the right (curve having for its elements a radius of 1085.36 feet, a central angle of 06°27'42") a distance of 122.40 feet to a point lying on the west right of way line of Ben Eastman Road; thence South 01°59'30" East and parallel to the east line of said Section 13 a distance of 143.12 feet to the Point of Beginning.

is hereby changed from Multiple-Family Dwelling including Motel and Hotel District, R-3, and Business District, B-3, to Multiple-Family Dwelling Planned Development District, R-3 PD.

B. The official Zoning Atlas of the County is hereby amended to reflect that the zoning for the Property is Multiple-Family Dwelling Planned Development District, R-3 PD.

C. At the time of development on the Property, the Property Owner, or a representative thereof shall submit any such other requirements of the Code imposed during the development review process, including but not limited to updated studies and/or data related to the development.

SECTION 3. General Condition, Restrictions and Limitations. This R-3 PD shall be subject to the conditions, restrictions, and limitations stated in Sections 12.05.213 and 12.05.290 of the Highlands County Code of Ordinances (the "Code") except as expressly modified as follows:

1. The underlying or base zoning regulations for this PD 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;
2. The minimum living area shall be 1,000 square feet of living space for each dwelling unit;
3. Each dwelling unit shall have a maximum occupancy of six (6) persons;
4. If the development is Platted or a Condo Association created for individual ownership of units, the minimum Lot size shall be 20 feet in width and 2,000 square feet in area;
5. The maximum Lot coverage or Floor Area Ratio (FAR) by all buildings shall be 60%;
6. The maximum height of all buildings shall be 35 feet;
7. Minimum yard requirements shall be as follows:
    a. Front: 25 feet, measured from the edge of pavement;
    b. Side: 0 feet between interior units, with no less than 10 feet between buildings, and 10 feet to the property boundary line;
    c. Rear: 20 feet;
    d. Corner: 15 feet;
8. All internal roadways shall be privately maintained and shall be no less than 24 feet in width. Internal roadways shall not be dedicated to Highlands County for maintenance;
9. The approved PD site development plan for this R-3 PD, pursuant to the requirements set forth in Section 12.05.290 of the Code, is attached hereto as **"Exhibit A"** and incorporated herein by this reference. The Property shall be subject to the Code for final site plan approval.

SECTION 4. Implementation of Administrative Actions. The County Administrator is hereby authorized and directed to take such action as may be deemed necessary and appropriate in order to implement the provisions of this Resolution. The County Administrator may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such County employees as deemed effectual and prudent.

SECTION 5. Savings Clause. All prior actions of Highlands County pertaining to P&Z 2105, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

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

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

SECTION 9. Effective Date. This Resolution shall take effect immediately after adoption.

DONE AND ADOPTED, this 18th day of October 2022.

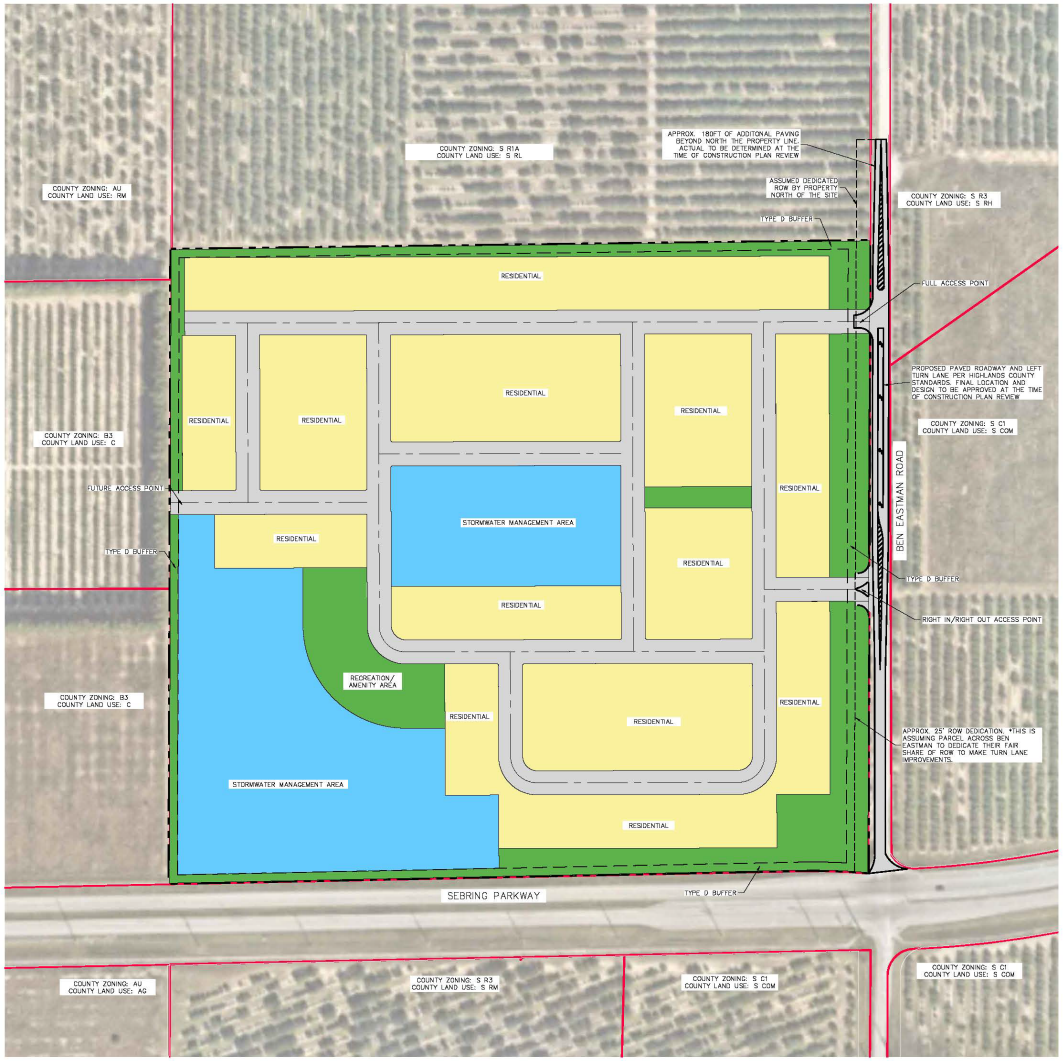
BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA

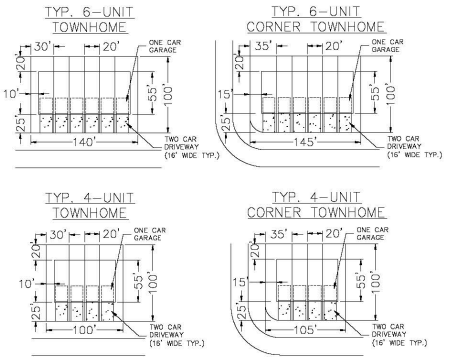
By: _____
Kathleen G. Rapp, Chairperson

(SEAL)

ATTEST: _____
Jerome Kaszubowski, Clerk

“Exhibit A” – Site Plan





SITE DEVELOPMENT STANDARDS:

RESIDENTIAL UNIT SETBACKS:	
FRONT	25'
SIDE (ATTACHED SIDE/ END UNIT)	0'/10'
REAR	20'
CORNER	15'
BUILDING HEIGHTS:	
RESIDENTIAL	35' MAXIMUM
PROJECT PERIMETER PROTECTIVE YARDS:	
NORTH	TYPE D
SOUTH	TYPE D
EAST	TYPE D
WEST	TYPE D

EXISTING:	
SITE AREA (AC)	35.32
FLUM DESIGNATION	COMMERCIAL/HIGH DENSITY RESIDENTIAL
ALLOWED DENSITY	12 DU/AC
CURRENT ZONING	R-3 & B3
PROPOSED:	
FLUM DESIGNATION	HIGH DENSITY RESIDENTIAL
ZONING	PLANNED UNIT DEVELOPMENT(PUD)
RESIDENTIAL UNITS	300
POPULATION (300 X 2.66 pph)	798 People
DENSITY	8.49 DU/AC
PARKING REQUIREMENTS:	
REQUIRED 2 BEDROOMS+=2 SPACES	600 SPACES

FINAL AMOUNT OF PARKING WILL MEET THE MINIMUM REQUIRED BY PROVIDING ONE GARAGE SPACE AND TWO DRIVEWAY SPACES.

SITE NOTES

1. PROJECT ADDRESS	2200 SCENIC HIGHWAY, SEBRING, FL 33870
2. TOTAL AREA OWNED	35.32 ac
3. TOTAL PROJECT AREA	35.32 ac
4. TOTAL # PROPOSED UNITS	300
5. EXISTING PROPERTY USE	GROVES/ORCHARDS
6. EXISTING ZONING	R-3
7. PERMITTED LAND USE	COMMERCIAL/HIGH DENSITY RESIDENTIAL
8. PERMITS REQUIRED	
GENERAL	CITY OF SEBRING & HIGHLANDS COUNTY
WATER AND WASTEWATER	F.D.E.P. & S.W.F.W.M.D
9. EASEMENTS	UTILITY EASEMENTS TO BE DETERMINED AT FINAL ENGINEERING
10. DEDICATIONS	A 25' WIDE RIGHT OF WAY DEDICATION HAS BEEN SET ASIDE FOR THE FUTURE EXPANSION OF BEN EASTMAN ROAD. ASSUMES OTHERS WILL DEDICATE APPROX. 25' OF ADDITIONAL ROW. ALL INTERNAL ROADS, GREEN SPACES,STORMWATER FACILITIES, ETC. WILL BE MAINTAINED BY THE DEVELOPMENT.
11. MINIMUM LOT AREA	2,000 SF
MAX LOT BLDG COVERAGE	60%
MAX IMPERVIOUS AREA	70%
12. UTILITIES	
CENTRAL WATER	CITY OF SEBRING
SEWER	CITY OF SEBRING
13. AMENITY PARKING SPACES	9.5' X 18'
14. INTERNAL DRIVE AISLES	24 FEET WIDE MINIMUM

SP-01

SEBRING PKWY TH

HIGHLANDS COUNTY, FL

CONCEPTUAL P.U.D. SITE PLAN

07/20/2022 - CONTACT JUSTIN K HAM, P.E. (863) 226-6564

GRAPHIC SCALE IN FEET 0 50 100 200

NORTH

Kimley»Horn

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: October 18, 2022

PRESENTER:	**Melony Culpepper, Assistant Development Services Director/Planning and Zoning Manager**
SUBJECT/TITLE:	**Public hearing to consider adoption of P&Z Hearing No. 2111, changing the Official Zoning Atlas for two parcels total an approximate 20.56 acres, from Agricultural District (AU) and Multiple-Family Dwelling including Motel and Hotel District with a Flexible Unit Development (R-3 FUD) to Residential District with a Flexible Unit Development (R-1 FUD).**

STATEMENT OF ISSUE

The Applicant is requesting a change to the Official Zoning Atlas for two parcels totaling an approximate 20.56 acres, from Agricultural District (AU) and Multiple-Family Dwelling including Motel and Hotel District with a Flexible Unit Development (R-3 FUD) to Residential District with a Flexible Unit Development (R-1 FUD).

The parcels were formerly a 3-hole portion of golf course at Sebring International Golf Resort. This portion of the course has been discontinued as a result of the courses' newest renovation. The parcel is vacant of structures, and the Applicant is proposing to utilize the property for the future development of 75 single-family homes.

The proposed site plan indicates a total of 69 lots; however, the applicant would like the flexibility to move lots around due to the location of trees and may be able to develop the site at 75 lots.

The Planning and Zoning Commission recommended approval of P&Z 2111 as presented.

RECOMMENDED ACTION

Move to approve and adopt by Resolution 22-23-06, P&Z 2111, changing the Official Zoning Atlas for an approximate 20.56 acres from Agricultural District (AU) and Multiple Family Dwelling including Motel and Hotel District with a Flexible Unit Development (R-3 FUD), to Residential District with a Flexible Unit Development (R-1 FUD), referencing the mandatory findings of fact and becoming effective as provided by law.

Attachments: Staff Report P&Z 2111 New Spring Lake Partners.pdf
Application P&Z 2111.pdf
Resolution P&Z 2111 - New Spring Lake Partners.pdf

HIGHLANDS COUNTY
PLANNING DIVISION
STAFF REPORT

Type: Rezone	**BCC Hearing Date:** 10/18/2022
Case Number: P&Z 2111	**Case Name:** New Spring Lake Partners
Agent: Helmut Wyzisk, III ("H3")	**Property Owners:** New Spring Lake Partners, LLC
Public Hearing: BCC	**Case Staff Member:** Melony Culpepper

Request: Rezone two (2) parcels totaling an approximate 20.56-acres from Agricultural District (AU) and Multiple-Family Dwelling including Motel and Hotel District with a Flexible Unit Development (R-3 FUD) to Residential District with a Flexible Unit Development (R-1 FUD)

General Location: Two (2) parcels totaling approximately 20.56 acres, located in the Spring Lake subdivision, Village VII, on the east side of Duane Palmer Boulevard, approximately 0.4 miles north of US 98, and 6.81 miles east of US 27; the addresses being 2524 and 2522 Duane Palmer Boulevard, Sebring, Florida

PARCEL IDs: C-15-35-30-070-P0D0-0000
C-15-35-30-070-P0D0-0010

Staff Recommendations and Minutes:

1. **Staff Recommendation to the Board of County Commissioners concerning the Planning and Zoning Commission (P&Z) Recommendation:** Move to approve and adopt by Resolution, P&Z 2111, changing the Official Zoning Atlas for an approximate 20.56 acres from Agricultural District (AU) and Multiple Family Dwelling including Motel and Hotel District with a Flexible Unit Development (R-3 FUD), to Residential District with a Flexible Unit Development (R-1 FUD), referencing the mandatory findings of fact and becoming effective as provided by law.

2. **Staff Recommendation to the Planning and Zoning Commission (P&Z):** Recommend to the Board of County Commissioners to approve and adopt by Resolution, P&Z 2111, changing the Official Zoning Atlas for an approximate 20.56 acres from Agricultural District (AU) and Multiple Family Dwelling including Motel and Hotel District with a Flexible Unit Development (R-3 FUD), to Residential District with a Flexible Unit Development (R-1 FUD), referencing the mandatory findings of fact and becoming effective as provided by law.

3. Excerpt from the September 13, 2022, DRAFT P&Z Minutes and Recommendation to the BCC: "<u>HEARING NUMBER P&Z 2111 – NEW SPRING LAKE PARTNERS, LLC C/O HELMUT WYZISK III</u>

Two (2) parcels totaling approximately 20.56 acres, located in the Spring Lake subdivision, Village VII, on the east side of Duane Palmer Boulevard, approximately 0.4 miles north of US 98, and 6.81 miles east of US 27; the addresses being 2524 and 2522 Duane Palmer Boulevard, Sebring; and abbreviated legal as follows: Two (2) parcels totaling approximately 20.56 acres, located in Sections 10 and 11, Township 35 South, Range 30 East, Highlands County, Florida.

The applicant is requesting a zoning change from Agricultural District (AU) and Multiple-Family Dwelling including Motel and Hotel District with a Flexible Unit Development (R-3 FUD) to Residential District with a Flexible Unit Development (R-1 FUD). Mrs. Hunnicutt 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. Howard to recommend to the Board of County Commissioners to approve and adopt by Resolution, P&Z 2111, changing the Official Zoning Atlas for an approximate 20.56 acres from Agricultural District (AU) and Multiple Family Dwelling including Motel and Hotel District with a Flexible Unit Development (R-3 FUD), to Residential District with a Flexible Unit Development (R-1 FUD), referencing the mandatory findings of fact and becoming effective as provided by law.

Upon roll call, all members voted yes. Motion carried 4-0**."**

4. Conditions of approval are included in the adopting resolution and are as follows:

1. The underlying or base zoning regulations for this FUD District shall be the R-1 District and any use or allowance not specified herein will be as defined in the R-1 District as provided in Section 12.05.211 of the Code;
2. The property shall be used for residential use;
3. There shall be a maximum of 75 single-family dwellings;
4. Minimum Lot area shall be no less than 4,500 square feet;
5. Minimum road frontage shall be no less than 30 feet per Lot;
6. Minimum living area shall be no less than 1,000 square feet per dwelling unit, and shall not exceed a maximum floor area of 3,500 square feet;
7. The maximum Lot coverage or Floor Area Ratio (FAR) shall not exceed 65 percent;
8. Minimum yard requirements shall be as follows:
    a. Front: 20 feet;

b. Rear: 20 feet;

c. Side: 5 feet;

d. Corner: 15 feet, measured from the edge of pavement;

9. The development shall include a park and recreational walking path(s) as depicted on the Conceptual Site Plan; and

10. The conceptual site plan for this R-1 FUD, pursuant to the requirements set forth in Section 12.05.291 of the Code, is attached hereto. The property shall be subject to the County Code for final site plan approval.

Supplemental Material/Issue Analysis Report:

1. Request: The matter for consideration is for a change to the Official Zoning Atlas of two parcels totaling approximately 20.56 acres from AU and R-3 FUD to R-1 FUD.

The parcels were formerly a 3-hole portion of golf course at Sebring International Golf Resort. This portion of the course has been discontinued as a result of the courses' newest renovation. The parcel is vacant of structures, and the Applicant is proposing to utilize the property for the future development of 75 single-family homes.

The proposed site plan indicates a total of 69 lots; however, the applicant would like the flexibility to move lots around due to the location of trees and may be able to develop the site at 75 lots.

2. Notices to Surrounding Property Owners.

On August 18, 2022, notices were mailed to 50 property owners notifying them of the public hearings for the Planning and Zoning Commission and the Board of County Commissioners.

3. Existing Use Analysis:

LOCATION	EXISTING USE	LAND USE CATEGORY	ZONING
Subject Property	Vacant discontinued 3-hole golf course	Mixed Use (MU)	AU/R-3 FUD
Adjacent Property to the North	Drainage Canal/Dog Park	MU	AU/Estate District (EU)/ Industrial District with a Conditional Use (I-2 CU)
Adjacent Property to the South	Vacant	MU	R-1

LOCATION	EXISTING USE	LAND USE CATEGORY	ZONING
Adjacent Property to the East	Vacant	MU	AU
Adjacent Property to the West	Single Family Homes/Golf Course	MU	R-3 FUD/AU

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.11, Mixed Use (MU).

Zoning…Highlands County Land Development Regulations (LDRs): Section 12.05.200: Agricultural District (AU), Section 12.05.211: Residential District (R-1), 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 Comments and Analysis of Petitioner's Proposal:

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

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

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

Florida Department of Health: No objection.

Sebring Airport: We ran the site through OE/AAA and it will require 7460 submittal at least 45 days prior to construction due to proximity to a navigation facility.

2. The following Departments, Divisions, and Agencies offered no comment: Natural Resources.

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 Fire Rescue.

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

A. Natural Features Analysis:

1. **Topography:** The topographic map depicts the subject property as mostly level with an elevation between 40 and 45 feet.
2. **Soils:** The soils underlying the site are *Arents, Organic Substratum; Kaliga Muck, Frequently Flooded; Pomello Sand, 0 to 5% Slopes; and Basinger Fine Sand.*
   Arents, Organic Substratum consists of soil from different areas of the County spread over muck soils for urban development. This soil has varied limitations for urban and recreational development depending on the type and thickness of fill material.
   Kaliga Muck, Frequently Flooded, is nearly level, very poorly drained, and is poorly suited for urban or recreational uses.
   Pomello Sand, 0 to 5% slopes, and Basinger Fine Sand are nearly level, poorly to moderately drained, and can have severe limitations for urban and recreational uses. Adequate drainage and suitable topsoil can help to overcome these limitations.
3. **Surface Waters:** The subject properties are adjacent to a canal and have surface water features (ponds) from the previous golf course use.
4. **Vegetative Cover:** The site has been mostly cleared of native vegetation and was maintained as a former golf course.

B. Zoning Analysis:

1. **Current Use of Land:** The current use of the land is vacant. This was formerly a 3-hole golf course that has been discontinued.
2. **Vested Rights:** The properties are covered by Binding Letter of Vested Rights, 778-015.
3. **Current Zoning Designation:** The site has a zoning designation of AU and R-3 FUD.
4. **Proposed Zoning Designation:** The proposed zoning designation is R-1 FUD.
5. **Current Zoning Population Yield:** The current zoning allows up to 1 dwelling unit per 5 acres in the AU zoning (approximately 15.5 acres), and 32 units on the R-3 FUD zoning. The parcel would currently carry a potential population yield of 78 persons; 15.5 ÷ 5 acres = 3.1 dwelling units; 3 + 32 = 35 dwelling units; 35 dwelling units x 2.25 persons = 78.75 persons.
6. **Proposed Zoning Population Yield:** The proposed zoning change will allow up to 75 single family dwellings and would carry a potential population yield of 168 persons; 75 dwelling units x 2.25 persons = 168.75 persons.
7. **The Applicant's proposed development program:** The Applicant is proposing to use the site to develop a maximum of 75 single-family homes.

C. Special Designated Areas:

1. **Environmental Protection:** The Conservation Overlay Map series of the Comprehensive Plan indicates that the site contains Wetland

habitat. Pursuant to Natural Resource Element Policy 3.3. of the Comprehensive Plan, the Applicant **is required** to obtain Environmental Clearance at the time of development.

2. **Historic Resources:** The Florida Master Site File (FMSF) indicates that there are no known historic resources on the property.
3. **Archaeological Resources:** The Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Comprehensive Plan and the FMSF indicate no known archaeological resources on the site, but the southwestern most corner of the property is located within 300 feet of a potential Archaeological Resource, identified as 8HG735. Prior to the issuance of any development order, commencement of work or further physical disturbance of the land, an archaeological reconnaissance survey and report are required per LDRs, Section 12.15.203 and a certificate of appropriateness must be issued by the Highlands County Historic Preservation Commission.
4. **Floodplains (FEMA designation):** Most of the property has a flood zone designation of X, for areas located outside the Special Flood Hazard Areas, as depicted on the Flood Insurance Rate Map Community Panel Number **12055C0258C**, effective November 18, 2015. A small section in the southwestern corner of the property is designated A, as depicted on the Flood Insurance Rate Map Community Panel Number **12055C0253C**, effective November 18, 2015.
5. **Military Airport Zones (MAZ):** The property is located within MAZ III as designated by Section 12.12.800 of the Highlands County LDRs.
6. **Wellhead Protection Zones:** The property is not located within any of the defined protection zones as defined by Infrastructure Policy 6.6. of the Comprehensive Plan.
7. **Airport Surface Areas:** The property is located within the Conical Surface Area of the Sebring Airport, as designated by Chapter 2.1 of the Highlands County Code of Ordinances. Please refer to the comments above from the Sebring Airport.

D. Public Facilities and Services:

1. **Potable Water:** The property will be served by an off-site central potable water system provided by the Spring Lake Improvement District.
2. **Central Wastewater:** The property will be served by an off-site central wastewater system provided by the Spring Lake Improvement District.
3. **Solid Waste:** The property will be serviced by a county-approved refuse collection company.
4. **Vehicular Access and Traffic Circulation:** The site has direct access to Duane Palmer Boulevard.
5. **Railroad Access:** There is no rail access adjacent to this property.
6. **Recreation:** The proposed development will require approximately 1.68 acres of recreation; the Applicant is proposing more than 5 acres of recreation space.

7. **Drainage:** The Applicant will be required to comply with Section 12.13.104.F. of the Highlands County LDRs and the applicable water management district regulations.

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

F. **Schools:** The project development is residential in nature and will generate student impacts to the school district; school concurrency **is** required.

G. **Airports:** The subject property is located approximately 16.5 miles southeast of the Avon Park Executive Airport and approximately 2 miles southeast 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 known cultural resources within 300 feet of the property and will require an archaeological reconnaissance survey and report and the issuance of a certificate of appropriateness per the LDRs, Section 12.15.203 prior to development.

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 2111, changing the Official Zoning Atlas for an approximate 20.56 acres, from Agricultural District (AU) and Multiple Family Dwelling including Motel and Hotel District with a Flexible Unit Development (R-3 FUD) to Residential District with a Flexible Unit Development (R-1 FUD), referencing

the mandatory findings of fact and becoming effective as provided by law with the following conditions of approval:

1. **The underlying or base zoning regulations for this FUD District shall be the R-1 District and any use or allowance not specified herein will be as defined in the R-1 District as provided in Section 12.05.211 of the Code;**
2. **The property shall be used for residential use;**
3. **There shall be a maximum of 75 single-family dwellings;**
4. **Minimum Lot area shall be no less than 4,5000 square feet;**
5. **Minimum road frontage shall be no less than 30 feet per Lot;**
6. **Minimum living area shall be no less than 1,000 square feet per dwelling unit, and shall not exceed a maximum floor area of 3,500 square feet;**
7. **The maximum Lot coverage or Floor Area Ratio (FAR) shall not exceed 65 percent;**
8. **Minimum yard requirements shall be as follows:**
    a. **Front: 20 feet;**
    b. **Rear: 20 feet;**
    c. **Side: 5 feet;**
    d. **Corner: 15 feet, measured from the edge of pavement;**
9. **The development shall include a park and recreational walking path(s) as depicted on the Conceptual Site Plan; and**
10. **The conceptual site plan for this R-1 FUD, pursuant to the requirements set forth in Section 12.05.291 of the Code, is attached hereto. The property shall be subject to the County Code for final site plan approval.**

Attachments:

Exhibit 1: Location Map
Exhibit 2: Aerial Map
Exhibit 3: Future Land Use Map
Exhibit 4: Zoning Map
Exhibit 5: Proposed Zoning Map
Exhibit 6: Conceptual Site Plan

Exhibit 1:

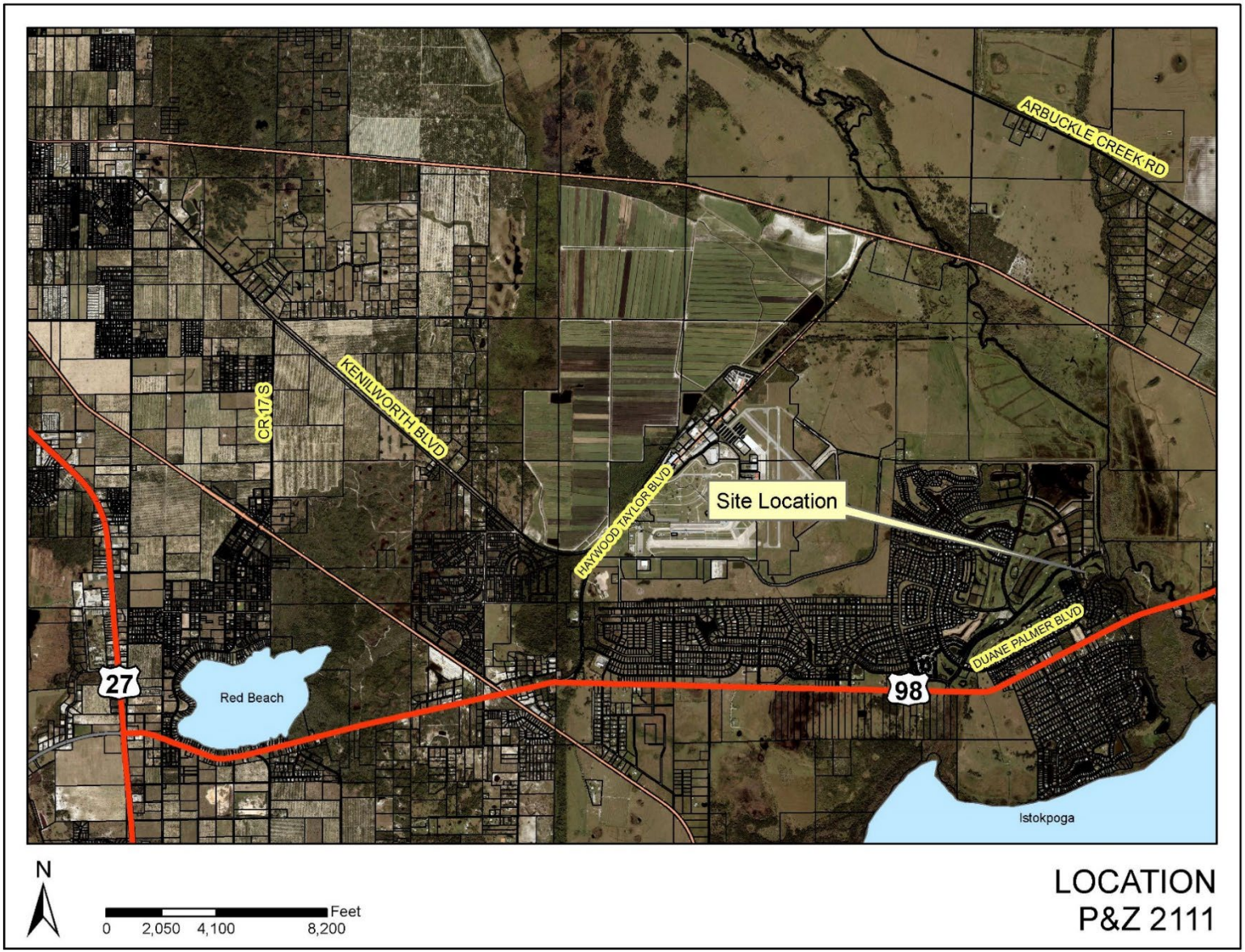

ARBUCKLE CREEK RD
KENILWORTH BLVD
CR 17 S
HAYWOOD TAYLOR BLVD
Site Location
DUANE PALMER BLVD
27
98
Red Beach
Istokpoga
N
0 2,050 4,100 8,200 Feet
LOCATION
P&Z 2111

Exhibit 2:

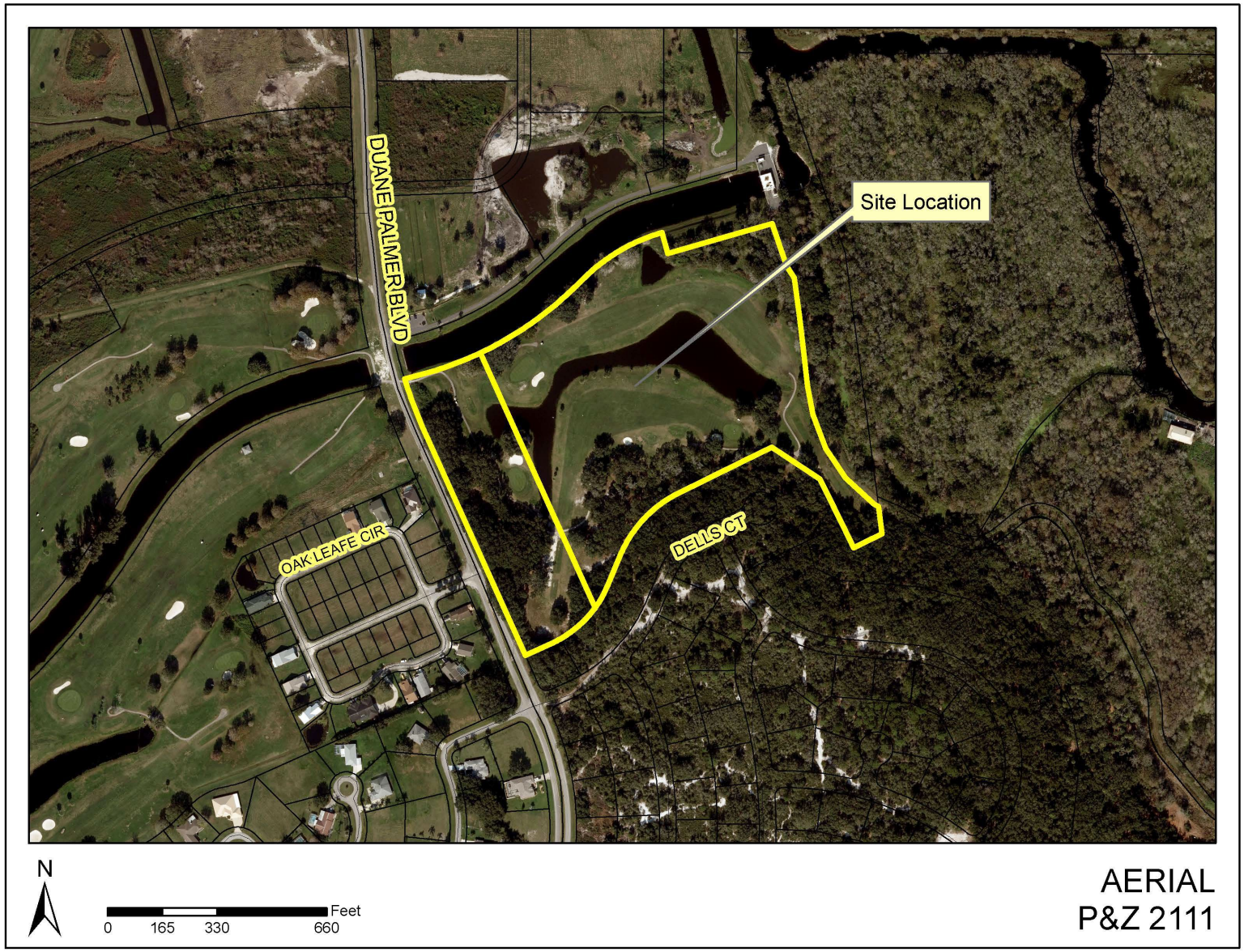

DUANE PALMER BLVD
Site Location
OAK LEAFE CIR
DELLS CT
N
0
165
330
660
Feet
AERIAL
P&Z 2111

Exhibit 3:

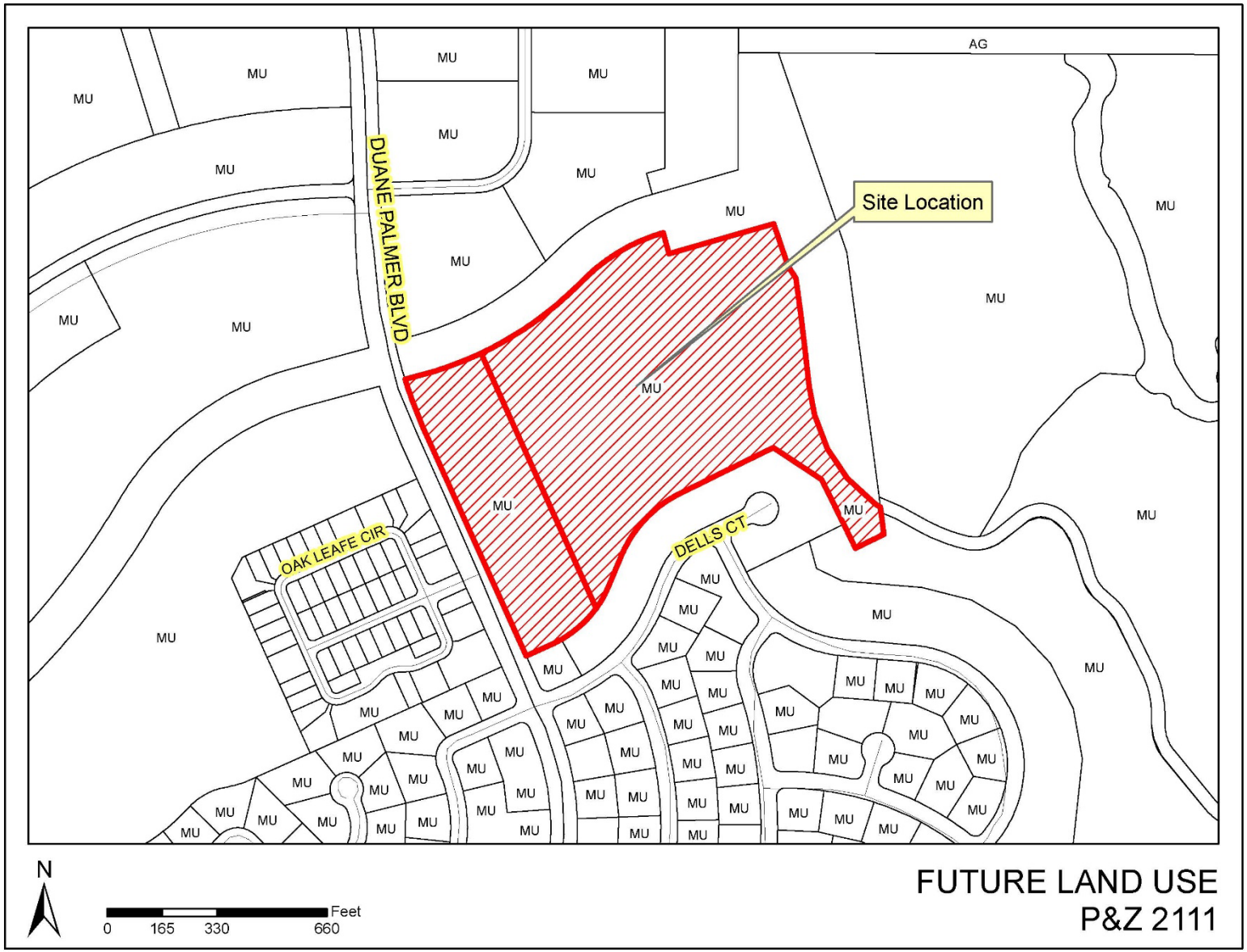

Site Location
DUANE PALMER BLVD
OAK LEAFE CIR
DELLS CT
MU
AG
N
0
165
330
660
Feet
FUTURE LAND USE
P&Z 2111

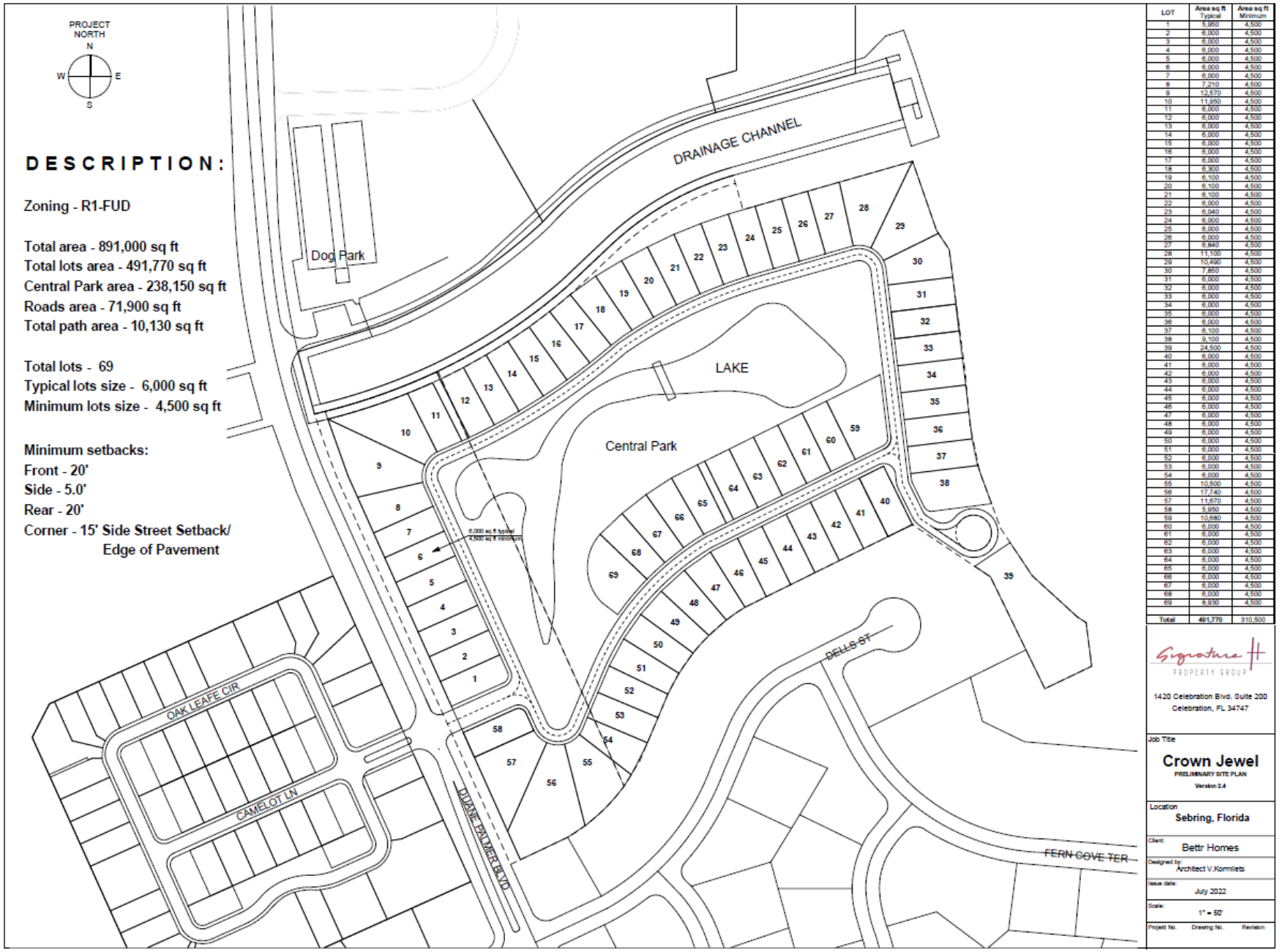
Exhibit 4:


AU
R3PD
EU
EU
EU
R3PD
I2CU
AU
Site Location
AU
R3PD
AU
AU
AU
R3FUD
AU
AU
OAK LEAFE CIR
DELLS CT
R1
AUPD
DUANE PALMER BLVD
N
0
165
330
660
Feet
ZONING
P&Z 2111

Exhibit 5:


AU
R3PD
EU
EU
AU
R3PD
EU
I2CU
DUANE PALMER BLVD
AU
Site Location
AU
R3PD
AU
EU
AU
R1FUD
R1FUD
R1FUD
OAK LEAFE CIR
DELLS CT
AU
AU
R1
R1
R1

Exhibit 6:



LOT	Area sq ft Typical	Area sq ft Minimum
1	5,950	4,500
2	6,000	4,500
3	6,000	4,500
4	6,000	4,500
5	6,000	4,500
6	6,000	4,500
7	6,000	4,500
8	7,210	4,500
9	12,570	4,500
10	11,950	4,500
11	6,000	4,500
12	6,000	4,500
13	6,000	4,500
14	6,000	4,500
15	6,000	4,500
16	6,000	4,500
17	6,000	4,500
18	6,300	4,500
19	6,100	4,500
20	6,100	4,500
21	6,100	4,500
22	6,000	4,500
23	6,040	4,500
24	6,000	4,500
25	6,000	4,500
26	6,000	4,500
27	6,840	4,500
28	11,100	4,500
29	10,490	4,500
30	7,850	4,500
31	6,000	4,500
32	6,000	4,500
33	6,000	4,500
34	6,000	4,500
35	6,000	4,500
36	6,000	4,500
37	6,100	4,500
38	9,100	4,500
39	24,500	4,500
40	6,000	4,500
41	6,000	4,500
42	6,000	4,500
43	6,000	4,500
44	6,000	4,500
45	6,000	4,500
46	6,000	4,500
47	6,000	4,500
48	6,000	4,500
49	6,000	4,500
50	6,000	4,500
51	6,000	4,500
52	6,000	4,500
53	6,000	4,500
54	6,000	4,500
55	10,500	4,500
56	17,740	4,500
57	11,870	4,500
58	5,950	4,500
59	10,680	4,500
60	6,000	4,500
61	6,000	4,500
62	6,000	4,500
63	6,000	4,500
64	6,000	4,500
65	6,000	4,500
66	6,000	4,500
67	6,000	4,500
68	6,000	4,500
69	8,930	4,500
Total	491,770	310,500

Highlands County, Florida
Zoning Change Application

Zoning change from: AU/R3-FUD
Zoning change to: R1-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 # 2207 0008

P&Z Hearing Number: 2111 **Date of Application:** 7/20/2022
Amount of Fee: $ 1,950.00 **Receipt No.:** 45000001291 **Tax Map No.:** 154-D
Hearing Dates: LP: _____ **P&Z:** 9/13/2022 **BCC:** 10/18/2022

****

This application has been reviewed for completeness and determined sufficient:

Rachel Hoy — **Zoning Supervisor** — **Date** 7.22.2022 RD

****

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: New Spring Lake Partners, LLC c/o Helmut Wyzisk III
   Mailing Address: 100 Clubhouse Lane, Sebring, FL 33876
   Telephone No.: 863-655-5555 **E-Mail Address:** h3@signatureh.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: _____
   Mailing Address: _____
   Telephone No.: _____ **E-Mail Address:** _____

NOTARIZED AUTHORIZATION:

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

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

4. **Strap No.(s) of Property Covered by Application:**
   STRAP #:C-15-35-30-070-P0D0-0010 **STRAP #:**C-_____
   STRAP #:C-15-35-30-070-P0D0-0000 **STRAP #:**C-_____

5. **Street Address(es) of Property Covered by the Application:** S1 = 2522 DUANE PALMER BLVD SEBRING, FL 3387
   S2 = 2524 DUANE PALMER BLVD SEBRING, FL 33876

****

SECTION III: INFORMATION ABOUT EXISTING USES:

6. **Existing Zoning District**: S1 = AU // S2 = R3-FUD **Existing Land Use Classification**: MU
Are the Zoning and Comprehensive Plan Consistent? ■Consistent ☐Not Consistent

7. **Existing Property Information:** Size of Property (width) Varies feet, (depth) Varies feet, street frontage Varies feet, water frontage Varies feet, **Total acres** S1 = 15.50 // S2 = 5.05
If different from the total acreage, the upland, or developable portion is _____ +/- acres.

8. **Are there existing structures on the property?** ☐Yes ■No **If Yes**, what type (CBS, Frame, Stucco, Other Multiple Units, Number of Dwellings per Building), and what are they used for? _____

If multiple units, the number of dwellings per building/number of buildings: _____

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

10. **Vesting:** Is the property vested for specific property rights? ■Yes ☐No **If Yes,** list the Vesting Action or Order Number or the method used to grant vested rights (state binding letter, legal lot of record, etc).: 778-015

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	Dog Park/Park	MU	EU
South	Vacant Plats	MU	R1
East	Vacant Land	MU	AU
West	Single Family Lots	MU	R3-FUD

****

SECTION IV: INFORMATION ABOUT THE PROPOSED CHANGE:

14. **Reason for Proposed Change(s) (DO NOT INCLUDE SPECIFIC USES):** Development of Single Family Housing

15. **Proposed Number of Dwelling Units Desired or Number of Square Feet of Commercial Space (if applicable):** 69 Units

16. **Proposed Development Standards (if applicable):**

A. Proposed parcel size (if increasing area with this application) 20.56 Acres square feet/acre
B. Proposed Floor Area Ratio (FAR): Gross floor area of existing building No Existing B divided by Parcel size N/A = FAR N/A %

****

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 Spring Lake Improvement Distric water system.

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

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

a. The facility has the designed capacity for pumping and treating 999,999 gpcd.
b. The facility has a permitted capacity for 999,999 gpcd.
c. The facility has an average demand or committed capacity for 212,729 gpcd.
d. The facility has an excess capacity of 787,270 gpcd.
e. This proposed development will require approximately 19,044 gpcd.

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

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

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

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

If Yes, the wastewater treatment system requirements will be accommodated by the Spring Lake Improvement Dist system.

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

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

a. The facility has the designed capacity for pumping and treating 80,000 gpcd.
b. The facility has a permitted capacity for 80,000 gpcd.
c. The facility has an average demand or committed capacity for 22,200 gpcd.
d. The facility has an excess capacity of 59,100 gpcd.
e. This proposed development will require approximately 19,044 gpcd.

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

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

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

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

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

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

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

20. **Solid Waste Disposal:** The proposed development will be served by the Highlands County 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: The subject property is adjacent to a Golf Course and dog park. Additionally, the site plans include space for park.

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

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

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

****

SECTION VI: ADDITIONAL ZONING AMENDMENT INFORMATION:

23. **Owner's Affidavit:** Owner's Affidavit(s) must be completed and submitted as part of **all** applications.

24. **Agent's Affidavit:** Agent's Affidavit(s), if applicable, must be completed and submitted as part of **all** applications.

25. **Map Properties within 500 Feet:** Submit a map which delineates the boundary of the proposed development site and its location on the map. Include each parcel of land within **500 feet** of the property being considered in the application.

26. **List of Property Owners:** List all current property owners within a 500-foot radius of the property being considered for a rezone, including names, mailing and site addresses, and STRAP numbers of their properties. **If** the property being considered for a rezone is an area currently zoned Agriculture, the list must contain a minimum of 6 different property owners adjacent to or in the vicinity of the rezoning being requested (Attach separate sheets to this application).

27. **Land Survey:** A copy of the survey, showing all dedications or easements within the property that is the subject of the application, prepared by a Florida registered land surveyor may be required and attached to the application.

28. **Proposed Flexible Unit Development (FUD) or Planned Development (PD) – Site Plan, Resolution, and Letter of Intent:** A site plan, a draft resolution, and a letter of intent are required which indicate uses, density, building locations, streets, site access, off-street parking, water courses or bodies, buffers, setbacks (dimensions), and environmentally sensitive areas. (See Section 12.05.291 of the Code of Ordinances for FUD requirements and Section 12.05.290 for PD requirements.)

29. **Surrounding Property Owners:** Have you discussed this rezoning request with the surrounding property owners? **■Yes ☐No**

30. **Contract to Sell:** Is this property under contract to sell contingent on the rezoning? **☐Yes ■No**

****

END OF APPLICATION

ATTACHMENTS:

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

July 17, 2022

New Spring Lake Partners, LLC
Helmut Wyzisk
100 Clubhouse Lane
Sebring, FL 33876
(863) 655 5555
owner@siresort.com

Highlands County
Planning Department
501 S. Commerce Ave.
Sebring, FL 33870

Letter of Intent: Sebring International Golf Resort (Spring Lake)

To Whom It May Concern:

The proposed development is located in the east side of the Spring Lake community. The subject property was formerly a 3-hole portion of the golf course at Sebring International Golf Resort. These 3 holes have since been discontinued as a result of the newest renovation and re-routing of the 27-hole golf course. The subject property is located adjacent to vacant land to the east and south, single family homes to the west, and a dog park to the north.

The development plan consists of 69 single family houses with a central park and pond. We have selected Bettr Homes as our building partner for this project for their quality, reputation, and strict adherence to environment and social governance. The proposed houses will be built with innovative building methods and materials that are environmentally friendly. Bettr Homes are known for building solar-powered, net zero housing, which we believe will be a welcomed addition to the Spring Lake community.

If you have any questions about this project, you can contact Helmut Wyzisk III at Signature H Property Group.

Sincerely,
Helmut Wyzisk III
New Spring Lake Partners, LLC

SpringLake IMPROVEMENT DISTRICT
115 Spring Lake Boulevard • Sebring, Florida 33876-6143
Phone (863) 655-1715 • Fax (863) 655-4430
www.springlakefl.com

July 18, 2022

Helmut Wyzisk Jr.
1420 Celebration Blvd. Suite 200
Celebration, FL. 34747

Email: h2@signatureh.com

RE: WATER/SEWER SERVICE- CAPACITY REQUEST FOR:
Crown Jewel Development
2524 Duane Palmer Blvd.
Sebring, Fl. 33876

Dear Mr. Wyzisk Jr.,

We are in receipt of your request for potable water and sewer service to accommodate the impacts of the Crown Jewel Development. The proposed impacts include 69-single family residential units located 2524 Duane Palmer Blvd. Sebring, Fl. 33876.

Potable Water: Based on the total number of unites (69 residential dwelling units) at 2.3 persons per unit, the estimated total persons to be served is 158 persons. At an estimated usage of 120 g/p/d the total impact to the SLID water system is 19,044 gpd ADF. The SLID water treatment capacity is sufficient to supply the required requested flows from this facility.

Wastewater Treatment: Based on the total number of unites (69 residential dwelling units) at 2.3 persons per unit, the estimated total persons to be served is 158 persons. At an estimated usage of 120 g/p/d the total impact to the SLID water system is 19,044 gpd ADF. The current WWTP capacity - 80,000 GPD; Average Daily Flow – 22,200 GPD. Capacity Available – 59,100 GPD as of 7/18/2022 allocations on an as needed basis as available. The SLID wastewater treatment capacity is sufficient to treat the required requested flows from this facility.

SLID requires that, prior to any connection to the district's distribution system, the proposed utility construction plans be reviewed and approved by SLID and all required permits are secured prior to connection. We also request that all connection and capacity fees be paid prior to CO.

We look forward to serving you.

Sincerely
Clay Shrum
SLID
Director of Operations

Cc: Gene Schriner, District Engineer

SECTION III: INFORMATION ABOUT EXISTING USES:

6. **Existing Zoning District:** _____ **Existing Land Use Classification:** _____
Are the Zoning and Comprehensive Plan Consistent? ☐Consistent ☐Not Consistent

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

8. **Are there existing structures on the property?** ☐Yes ☐No **If Yes**, what type (CBS, Frame, Stucco, Other Multiple Units, Number of Dwellings per Building), and what are they used for? _____
_____
_____
_____
_____
If multiple units, the number of dwellings per building/number of buildings: _____

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

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

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

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

13. **Information on the Adjacent Properties:**

	Existing Uses	FLUM Designations	Zoning Districts
North			
South			
East			
West			

****

SECTION IV: INFORMATION ABOUT THE PROPOSED CHANGE:

14. **Reason for Proposed Change(s) (DO NOT INCLUDE SPECIFIC USES):** _____
_____

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

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

****

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

17. **Potable Water:** The proposed development will be served by an off-site central potable water system. ☑Yes ☐No
If Yes, the potable water system requirements will be accommodated by the Spring Lake Improvement District water system.

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

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

a. The facility has the designed capacity for pumping and treating 999,999 gpcd. GPD
b. The facility has a permitted capacity for 999,999 gpcd.
c. The facility has an average demand or committed capacity for 212,729 gpcd. GPD
d. The facility has an excess capacity of 787,270 gpcd. GPD
e. This proposed development will require approximately 19,044 gpcd. GPD

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

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

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

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

If Yes, the wastewater treatment system requirements will be accommodated by the Spring Lake Improvement District system.

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

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

a. The facility has the designed capacity for pumping and treating 80,000 gpcd. GPD
b. The facility has a permitted capacity for 80,000 gpcd. GPD
c. The facility has an average demand or committed capacity for 22,200 gpcd. GPD
d. The facility has an excess capacity of 57,800 gpcd. GPD
e. This proposed development will require approximately 19,044 gpcd. GPD

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

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

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

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

Note: The required LOS for the County is premised upon the applicable water management district standards.
SFWMD:25-year/24-hour storm event (peak discharge, 25-year/36-hour)
SWFWMD:25-year/24-hour storm event (peak discharge, 25-year/24-hour)

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

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

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

RESOLUTION NUMBER 22-23-06

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE ZONING CHANGE FOR THAT PROPERTY IDENTIFIED BY THE HIGHLANDS COUNTY PROPERTY APPRAISER THROUGH PARCEL ID# C-15-35-30-070-P0D0-0000 AND PARCEL ID# C-15-35-30-070-P0D0-0010; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF ZONING CHANGE AND ZONING ATLAS AMENDMENT; PROVIDING FOR GENERAL CONDITIONS, RESTRICTIONS, AND LIMITATIONS; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Highlands County Code of Ordinances, Section 12.03.401, the Property Owner of that property identified by the Highlands County Property Appraiser through Parcel ID# C-15-35-30-070-P0D0-0000 and C-15-35-30-070-P0D0-0010 (Property), has requested a change to the existing zoning classification on the Property for the specific purposes of furthering residential objectives; and

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

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

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

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

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

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

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

SECTION 2. Approval of Zoning Change and Zoning Atlas Amendment.

A. The zoning designation for that Property identified by Highlands County Property Appraiser through Parcel ID #s C-15-35-30-070-P0D0-0000 and C-15-35-30-070-P0D0-0010 ("Property"), and more particularly and collectively described as:

> All of Parcel D, and portion of a Drainage and Maintenance Area of Spring Lake Village VII, according to the Plat thereof as recorded in Plat Book 11, Page 7, of the Public Records of Highlands County, Florida; with that portion of said Drainage and Maintenance Area, being more particularly described as follows: Commence at the Northeasterly corner of Parcel D; thence run South 19°03'46" East and along the Easterly line of Parcel D a distance of 134.39 feet for Point of Beginning; Thence South 07°37'16" East a distance of 601.57 feet; thence South 26°22'00" East a distance of 279.04 feet; thence North 63°38'00 East a distance of 95.39 feet; thence North 07°37'16" West a distance of 81.43 feet; thence North 58°26'10" West a distance of 17.45 feet; thence North 47°47'40" West a distance of 114.79 feet; thence North 33°43'40" West a distance of 107.43 feet; thence North 20°41'50" West a distance of 107.91 feet; thence North 11°04'25" West a distance of 88.26 feet; thence North 06°19'31" West a distance of 104.39 feet; thence North 07°00'41" West a distance of 109.26 feet; thence North 07°43'21" West a distance of 112.96 feet; thence North 33°26'55" West a distance of 43.14 feet to Point of Beginning.

is hereby changed from from Agricultural District, AU, and Multiple Family Dwelling including Motel and Hotel District with a Flexible Unit Development, R-3 FUD, to Residential District with a Flexible Unit Development, R-1 FUD.

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

C. At the time of development on the Property, the Property Owner, or a representative thereof shall submit a traffic study and such other requirements imposed during the development review process.

SECTION 3. General Condition, Restrictions and Limitations. This R-1 FUD shall be subject to the conditions, restrictions, and limitations stated in Sections 12.05.211 and 12.05.291 of the Code of Ordinances, Highlands County, Florida (hereinafter referred to as the "Code") except as expressly modified as follows:

1. The underlying or base zoning regulations for this FUD District shall be the R-1 District and any use or allowance not specified herein will be as defined

in the R-1 District as provided in Section 12.05.211 of the Code;

2. The property shall be used for residential use;
3. There shall be a maximum of 75 single-family dwellings;
4. Minimum Lot area shall be no less than 4,500 square feet;
5. Minimum road frontage shall be no less than 30 feet for each Lot;
6. Minimum living area shall be no less than 1,000 square feet for each dwelling unit, and shall not exceed a maximum floor area of 3,500 square feet;
7. The maximum Lot coverage or Floor Area Ratio (FAR) shall not exceed 65 percent;
8. Minimum yard requirements shall be as follows:
    a. Front: 20 feet;
    b. Rear: 20 feet;
    c. Side: 5 feet;
    d. Corner: 15 feet, measured from the edge of pavement;
9. The development shall include a park and recreational walking path(s) as depicted on the Conceptual Site Plan; and
10. The site plan for this R-1 FUD, pursuant to the requirements set forth in Section 12.05.291 of the Code, is attached hereto as **"Exhibit A"** and incorporated herein by this reference. The property shall be subject to the County Code for final site plan approval.

SECTION 4. Implementation of Administrative Actions. The County Administrator is hereby authorized and directed to take such action as may be deemed necessary and appropriate in order to implement the provisions of this Resolution. The County Administrator may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such County employees as deemed effectual and prudent.

SECTION 5. Savings Clause. All prior actions of Highlands County pertaining to P&Z 2111, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

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

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

SECTION 9. Effective Date. This Resolution shall take effect immediately after adoption.

DONE AND ADOPTED, this 18th day of October 2022.

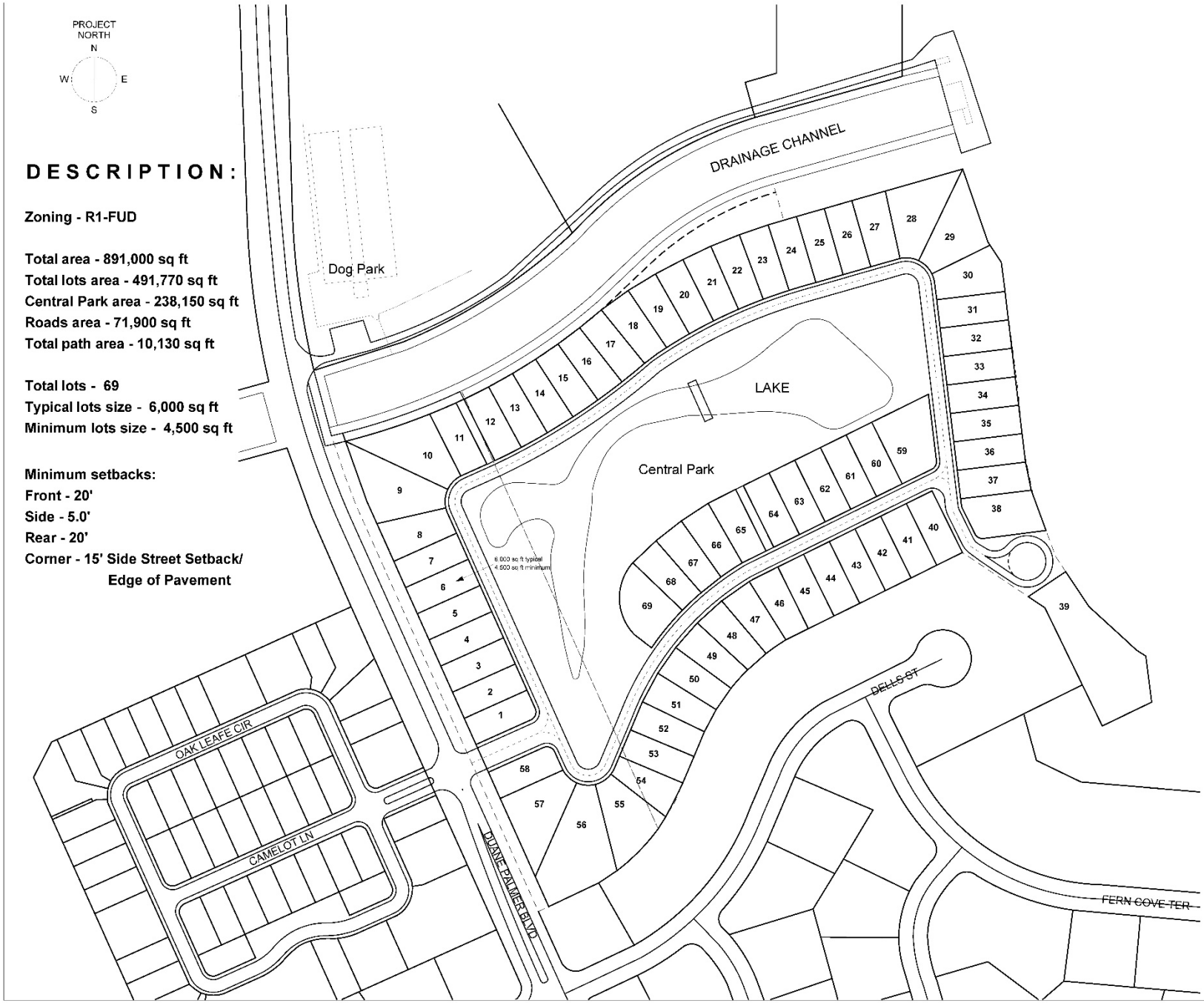
BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA

By: _____
Kathleen G. Rapp, Chairperson

(SEAL)

ATTEST: _____
Jerome Kaszubowski, Clerk

“Exhibit A” – Conceptual Site Plan



LOT	Area sq ft Typical	Area sq ft Minimum
1	5,950	4,500
2	6,000	4,500
3	6,000	4,500
4	6,000	4,500
5	6,000	4,500
6	6,000	4,500
7	6,000	4,500
8	7,210	4,500
9	12,570	4,500
10	11,950	4,500
11	6,000	4,500
12	6,000	4,500
13	6,000	4,500
14	6,000	4,500
15	6,000	4,500
16	6,000	4,500
17	6,000	4,500
18	6,300	4,500
19	6,100	4,500
20	6,100	4,500
21	6,100	4,500
22	6,000	4,500
23	6,040	4,500
24	6,000	4,500
25	6,000	4,500
26	6,000	4,500
27	6,840	4,500
28	11,100	4,500
29	10,490	4,500
30	7,850	4,500
31	6,000	4,500
32	6,000	4,500
33	6,000	4,500
34	6,000	4,500
35	6,000	4,500
36	6,000	4,500
37	6,100	4,500
38	9,100	4,500
39	24,500	4,500
40	6,000	4,500
41	6,000	4,500
42	6,000	4,500
43	6,000	4,500
44	6,000	4,500
45	6,000	4,500
46	6,000	4,500
47	6,000	4,500
48	6,000	4,500
49	6,000	4,500
50	6,000	4,500
51	6,000	4,500
52	6,000	4,500
53	6,000	4,500
54	6,000	4,500
55	10,500	4,500
56	17,740	4,500
57	11,670	4,500
58	5,950	4,500
59	10,680	4,500
60	6,000	4,500
61	6,000	4,500
62	6,000	4,500
63	6,000	4,500
64	6,000	4,500
65	6,000	4,500
66	6,000	4,500
67	6,000	4,500
68	6,000	4,500
69	8,930	4,500
Total	491,770	310,500

Signature Homes
1420 Celebration Blvd. Suite 200
Celebration, FL 34747

Job Title

Crown Jewel

PRELIMINARY SITE PLAN

Version 2.4

Location: **Sebring, Florida**

Client: Bettr Homes

Designed by: Architect V.Kormilets

Issue date: July 2022

Scale: 1" = 50'

Project No. | Drawing No. | Revision

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: October 18, 2022

PRESENTER:	**Melony Culpepper, Assistant Development Services Director/Planning and Zoning Manager**
SUBJECT/TITLE:	**Public Hearing to consider text amendments to Articles 1 and 3 of the Highlands County Land Development Regulations, pertaining to job titles and special exception time limits.**

STATEMENT OF ISSUE

Staff continuously reviews the Highlands County Land Development Regulations (LDRs) for required updates and corrections, including new laws that are passed down from the Florida Legislature. There are several updates that are currently needed.

These proposed updates clarify job titles, by adding the newly created Planning and Zoning Manager and changing the Zoning Clerk to the Zoning Supervisor and clarify that the Zoning Board of Adjustment may set a time limit on special exception but is not required to do so.

The Planning and Zoning Commission recommended approval of the text amendments on September 13, 2022.

RECOMMENDED ACTION

Move to approve and adopt Ordinance 22-23-02, proposed text amendments to the Land Development Regulations.

Attachments: LDR Amendments Summary by Section Article 1 & 3.pdf
Ordinance Amend Article 1 & 3.pdf

Summary of Amendments to Chapter 12, Land Development Regulations, of the Highlands County Code of Ordinances Article 1 – Legislative Provisions, Authority, Purpose and Intent & Article 3 – Administration and Enforcement

Referenced Sections 2 through 4 correspond to the section in the ordinance

SECTION 2: **LDR Section 12.01.106 – Delegation of authority for enforcement and interpretation.**

12.01.106.G. Added newly created Planning and Zoning Manager position

SECTION 3: **LDR Section 12.03.106 – Zoning clerk.**

12.03.106 Updated Zoning Clerk to Zoning Supervisor, or designee.

SECTION 4: **LDR Section 12.03.205 – Powers and duties**

12.03.205.F. Replaced “shall” with “may” to clarify that the BOA may prescribe a time limit for a special exception but is not required to do so.

ORDINANCE NO. 22-23-02

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO AMENDMENTS TO THE HIGHLANDS COUNTY CODE OF ORDINANCES, CHAPTER 12, LAND DEVELOPMENT REGULATIONS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AMENDMENTS TO ARTICLE 1, LEGISLATIVE PROVISIONS, AUTHORITY, PURPOSE AND INTENT, SECTION 12.01.106; PROVIDING FOR AMENDMENTS TO ARTICLE 3, ADMINISTRATION AND ENFORCEMENT, SECTIONS 12.03.106; PROVIDING FOR AMENDMENTS TO ARTICLE 3, SECTION 12.03.205; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on April 26, 2006, the County combined the Land Development Regulations and the Comprehensive Planning, Zoning, and Building Regulations into one publication titled the Highlands County Land Development Regulations for the purpose of making such regulations easier to understand and enforce; and

WHEREAS, Florida Statutes, Chapter 125, confers upon a local government, the authority to adopt ordinances and regulations which are designed to promote the public health, safety and general welfare of its citizens; and

WHEREAS, from time to time it is necessary for Highlands County to update and/or amend its codes and regulations; and

WHEREAS, amendments to the Land Development Regulations of a local government are authorized by Florida Statutes, Chapter 163; and

WHEREAS, the County hereby deems it necessary, appropriate and in the best interest of the public health, safety, comfort, good order, appearance, convenience and general welfare to amend the regulations as set forth in this Ordinance.

NOW THEREFORE, BE IT ORDAINED BY HIGHLANDS COUNTY, FLORIDA, after due notice and public hearing, that:

SECTION 1. <u>LEGISLATIVE FINDINGS AND INTENT.</u> Highlands County has complied with all requirements and procedures of the Florida law in processing this Ordinance. The above recitals are hereby adopted.

SECTION 2. AMENDING CHAPTER 12, LAND DEVELOPMENT REGULATIONS, ARTICLE 1, LEGISLATIVE PROVISIONS, AUTHORITY, PURPOSE AND INTENT, SECTION 12.01.106. Highlands County Code of Ordinances, Chapter 12, Land Development Regulations, Article 1, Legislative Provisions, Authority, Purpose and Intent, Section 12.01.106, Delegation of authority for enforcement and interpretation, is hereby amended as follows:

Note: Underlined words constitute additions to existing text, ~~strikethrough~~ words constitute deletions to existing text, and asterisks (***) indicate omitted parts which are intended to remain unchanged.

Section 12.01.106. – Delegation of authority for enforcement and interpretation.

The county administrator may appoint the following persons to act as his designee with respect to the provisions of these regulations as cited hereinafter and pursuant to section 12.18.103 of this Code for the enforcement and interpretation of these regulations:

A. County engineer;

B. Building official;

C. Fire marshal;

D. Development services director;

E. Planning supervisor;

F. Zoning supervisor;

G. Planning and Zoning Manager

***

SECTION 3. AMENDING CHAPTER 12, LAND DEVELOPMENT REGULATIONS, ARTICLE 3, ADMINISTRATION AND ENFORCEMENT, DIVISION 1, GENERAL, SECTION 12.03.106. Highlands County Code of Ordinances, Chapter 12, Land Development Regulations, Article 3, Administration and Enforcement, Division 1, General, Section 12.03.106, Zoning clerk, is amended as follows:

Note: Underlined words constitute additions to existing text, ~~strikethrough~~ words constitute deletions to existing text, and asterisks (***) indicate omitted parts which are intended to remain unchanged.

Section 12.03.106. Zoning ~~clerk~~ supervisor.

The zoning ~~clerk~~ supervisor, or designee, shall maintain the files and records of the P&Z and the BOA. The zoning ~~clerk~~ supervisor, or designee, shall attend all meetings of the P&Z and the BOA and those meetings of the BCC where matters of planning and zoning are under discussion. The zoning ~~clerk~~ supervisor shall further:

***

SECTION 4. AMENDING CHAPTER 12, LAND DEVELOPMENT REGULATIONS, ARTICLE 3, ADMINISTRATION AND ENFORCEMENT, DIVISION 2, BOARD OF ADJUSTMENT, SECTION 12.03.205. Highlands County Code of Ordinances, Chapter 12, Land Development Regulations, Article 3, Administration and Enforcement, Division 2, Board of Adjustment, Section 12.03.205, Powers and duties, is hereby amended as follows:

Note: Underlined words constitute additions to existing text, ~~strikethrough~~ words constitute deletions to existing text, and asterisks (***) indicate omitted parts which are intended to remain unchanged.

Section 12.03.205. – Powers and duties.

The BOA shall have the following powers and duties:

***

F. The BOA shall make a finding that it is empowered to act under the section of this chapter described in the application for special exception, and that the granting of the special exception will not adversely affect the public interest.

In granting any special exception, the BOA may prescribe any appropriate conditions and safeguards in conformity with this chapter. Violation of such conditions and safeguards when made a part of the terms under which the special exception is granted shall be deemed a violation of this chapter and punishable under section 12.03.109. of this chapter. The BOA ~~shall~~ may prescribe a time limit within which the action for which the special exception is required shall be begun or completed or both. Failure to begin or complete, or both, such action within the time limit set shall void the special exception.

***

SECTION 5. IMPLEMENTING ADMINISTRATIVE ACTIONS. The County Administrator is hereby authorized and directed to take such actions as are deemed necessary and appropriate in order to implement the provisions of this Ordinance. The County Administrator may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such County employees as deemed effectual and prudent.

SECTION 6. SAVINGS CLAUSE. All prior actions of the Board of County Commissioners of Highlands County pertaining to the revisions to Highlands County Code of Ordinances, Chapter 12, Land Development Regulations, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 7. SEVERABILITY. The divisions, sections, subsections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph, subsection, section, or divisions of this ordinance shall be declared invalid, unconstitutional or unenforceable by the valid judgment or decree of a court of competent jurisdiction, such invalidity, unconstitutionality or unenforceability shall not affect any of the remaining phrases, clauses, sentences, paragraphs, subsections, sections, and divisions of this ordinance.

SECTION 8. CODIFICATION AND SCRIVENER'S ERRORS.

A. Sections 2 through 4 of this Ordinance shall be codified in the Highlands County Code of Ordinances and the sections, divisions and provisions of this Ordinance may be renumbered or re-lettered as deemed appropriate by the codifier of the Highlands County Code of Ordinances.

B. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the County Administrator and County Attorney, may be corrected with the endorsement of the County Manager, or designee, without the need for a public hearing.

SECTION 9. CONFLICTS. Any ordinance or part thereof in conflict with this Ordinance or any part hereof is hereby repealed to the extent of the conflict.

SECTION 10. EFFECTIVE DATE.

This Ordinance shall take effect immediately upon filing with the Department of State.

DONE AND ADOPTED this 18th day of October 2022.

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA

(SEAL)

By: _____
Kathleen G. Rapp, Chairperson

ATTEST:

By: _____
Jerome Kaszubowski, Clerk

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: October 18, 2022

PRESENTER:	**Melony Culpepper, Assistant Development Services Director/Planning and Zoning Manager**
SUBJECT/TITLE:	**Public Hearing to consider text amendments to Article 2 of the Highlands County Land Development Regulations, pertaining to duplicate abbreviations, outdated terminology, and clarifying the definition of front yard.**

STATEMENT OF ISSUE

Staff continuously reviews the Highlands County Land Development Regulations (LDRs) for required updates and corrections, including new laws that are passed down from the Florida Legislature. There are several updates that are currently needed.

These proposed updates remove a duplicate abbreviation, remove outdated terminology, and clarify the definition of front yard.

The Planning and Zoning Commission recommended approval of the text amendments on September 13, 2022.

RECOMMENDED ACTION

Move to approve and adopt Ordinance 22-23-03, proposed text amendments to the Land Development Regulations.

Attachments: LDR Amendments Summary by Section Article 2.pdf
Ordinance Amend Article 2.pdf

Summary of Amendments to Chapter 12, Land Development Regulations, of the Highlands County Code of Ordinances Article 2 – Definitions and Abbreviations

Referenced Section 2 corresponds to the section in the ordinance

SECTION 2: LDR Sections 12.02.103 – Abbreviations and 12.02.104 – Definitions and interpretations.

12.02.103.67. Removed duplicate abbreviation.

12.02.104.117. Updated outdated terminology; replaced “servants” with “employees.”

12.02.104.328. Added the missing word “front” in the definition for front yard.

ORDINANCE NO. 22-23-03

AN ORDINANCE OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO AMENDMENTS TO THE HIGHLANDS COUNTY CODE OF ORDINANCES, CHAPTER 12, LAND DEVELOPMENT REGULATIONS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AMENDMENTS TO CHAPTER 12, LAND DEVELOPMENT REGULATIONS, ARTICLE 2, DEFINITIONS AND ABBREVIATIONS, SECTIONS 12.02.103 AND 12.02.104; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on April 26, 2006, the County combined the Land Development Regulations and the Comprehensive Planning, Zoning, and Building Regulations into one publication titled the Highlands County Land Development Regulations for the purpose of making such regulations easier to understand and enforce; and

WHEREAS, Florida Statutes, Chapter 125, confers upon a local government, the authority to adopt ordinances and regulations which are designed to promote the public health, safety and general welfare of its citizens; and

WHEREAS, from time to time it is necessary for Highlands County to update and/or amend its codes and regulations; and

WHEREAS, amendments to the Land Development Regulations of a local government are authorized by Florida Statutes, Chapter 163; and

WHEREAS, the County hereby deems it necessary, appropriate and in the best interest of the public health, safety, comfort, good order, appearance, convenience and general welfare to amend the regulations as set forth in this Ordinance.

NOW THEREFORE, BE IT ORDAINED BY HIGHLANDS COUNTY, FLORIDA, after due notice and public hearing, that:

SECTION 1. LEGISLATIVE FINDINGS AND INTENT. Highlands County has complied with all requirements and procedures of the Florida law in processing this Ordinance. The above recitals are hereby adopted.

SECTION 2. AMENDING CHAPTER 12, LAND DEVELOPMENT REGULATIONS, ARTICLE 2, DEFINITIONS AND ABBREVIATIONS. Highlands County Code of Ordinances, Chapter 12, Land Development Regulations, Article 2, Definitions and Abbreviations, is hereby amended as follows:

Note: Underlined words constitute additions to existing text, ~~strikethrough~~ words constitute deletions to existing text, and asterisks (***) indicate omitted parts which are intended to remain unchanged.

A. Section 12.02.103. – Abbreviations.

As used in this Code, certain abbreviations shall be taken to mean:

***

67. **~~LDTA(s)~~**: ~~Local Development Traffic Analysis~~ Reserved

***

B. Section 12.02.104, Definitions and interpretations.

***

117. **Family**. One or more persons occupying a single dwelling unit, provided that unless all members are related by blood, marriage or adoption, no such family shall contain over four persons. Domestic ~~servants~~ employees employed on the premises may be housed on the premises without being counted as a separate family or families. In addition, a related family may have up to two unrelated individuals living with them. The term "family" does not include any organization or institutional group.

***

328. **Yard, front**. A yard extending across the full width of the lot between the front lot line and the nearest line of the main building on the lot.

***

SECTION 3. IMPLEMENTING ADMINISTRATIVE ACTIONS. The County Administrator is hereby authorized and directed to take such actions as are deemed necessary and appropriate in order to implement the provisions of this Ordinance. The County Administrator may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such County employees as deemed effectual and prudent.

SECTION 4. SAVINGS CLAUSE. All prior actions of the Board of County Commissioners of Highlands County pertaining to the revisions to Highlands County Code of Ordinances, Chapter 12, Land Development Regulations, as set forth herein are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 5. SEVERABILITY. The divisions, sections, subsections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph, subsection, section, or divisions of this ordinance shall be declared invalid, unconstitutional or unenforceable by the valid judgment or decree of a court of competent jurisdiction, such invalidity, unconstitutionality or unenforceability shall not affect any of the remaining phrases, clauses, sentences, paragraphs, subsections, sections, and divisions of this ordinance.

SECTION 6. CODIFICATION AND SCRIVENER'S ERRORS.

A. Section 2 of this Ordinance shall be codified in the Highlands County Code of Ordinances and the sections, divisions and provisions of this Ordinance may be renumbered or re-lettered as deemed appropriate by the codifier of the Highlands County Code of Ordinances.

B. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the County Administrator and County Attorney, may be corrected with the endorsement of the County Manager, or designee, without the need for a public hearing.

SECTION 7. CONFLICT. Any ordinance or part thereof in conflict with this Ordinance or any part hereof is hereby repealed to the extent of the conflict.

SECTION 8. EFFECTIVE DATE. This Ordinance shall take effect immediately upon filing with the Department of State.

DONE AND ADOPTED this 18th day of October 2022.

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA

(SEAL)

By: _____
Kathleen G. Rapp, Chairperson

ATTEST:

By: _____
Jerome Kaszubowski, Clerk

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: October 18, 2022

PRESENTER:	**Melony Culpepper, Assistant Development Services Director/Planning and Zoning Manager**
SUBJECT/TITLE:	**Public Hearing to consider text amendments to Article 6 of the Highlands County Land Development Regulations, pertaining to non-conforming uses and structures.**

STATEMENT OF ISSUE

Staff continuously reviews the Highlands County Land Development Regulations (LDRs) for required updates and corrections, including new laws that are passed down from the Florida Legislature. There are several updates that are currently needed.

These proposed updates add regulations to allow non-conforming uses and structures to apply for a conditional use exception.

The Planning and Zoning Commission recommended approval of the text amendments on September 13, 2022.

RECOMMENDED ACTION

Move to approve and adopt Ordinance 22-23-04, proposed text amendments to the Land Development Regulations.

Attachments: LDR Amendments Summary by Section Article 6.pdf
Ordinance Amend Article 6.pdf

Summary of Amendments to Chapter 12, Land Development Regulations, of the Highlands County Code of Ordinances Article 6 – Nonconforming Lots, Uses of Land, Structures, and Uses of Structures and Premises

Referenced Section 2 corresponds to the section in the ordinance

SECTION 2: Division 6 – Nonconforming lots, uses of land, structures and premises.

12.06.103 Nonconforming uses of land and elimination of such uses.

12.06.103.A. Added the ability for non-conforming uses to apply for a conditional use exception through the Board of Adjustment.

12.06.103.C. Added the ability to have a shed on skids as an accessory structure without a special exception for a non-conforming use.

12.06.104 Nonconforming structures; amortization of structures designed for certain uses; <u>conditional use exception</u>

12.06.104 Added “conditional use exception” in the title.

12.06.104 Added “or such other date that an amendment to this chapter caused the non-conformity,” and replaced “that” with “and said structure” for clarification purposes.

12.06.104.D. Add the ability for non-conforming structures to apply for a conditional use exception through the Board of Adjustment.

12.06.105 Nonconforming uses of structures.

12.06.105.B. Added the ability for non-conforming uses of structures to apply for a conditional use exception through the Board of Adjustment.

12.06.108 Uses under exception provisions not nonconforming uses.

12.06.108 Deleted this paragraph as it was deemed redundant.

ORDINANCE NO. 22-23-04

AN ORDINANCE OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO AMENDMENTS TO THE HIGHLANDS COUNTY CODE OF ORDINANCES, CHAPTER 12, LAND DEVELOPMENT REGULATIONS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AMENDMENTS TO CHAPTER 12, LAND DEVELOPMENT REGULATIONS, ARTICLE 6, NONCONFORMING LOTS, USES OF LAND, STRUCTURES, AND USES OF STRUCTURES AND PREMISES, SECTIONS 12.06.103, 12.06.104, 12.06.105, AND 12.06.108; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on April 26, 2006, the County combined the Land Development Regulations and the Comprehensive Planning, Zoning, and Building Regulations into one publication titled the Highlands County Land Development Regulations for the purpose of making such regulations easier to understand and enforce; and

WHEREAS, Florida Statutes, Chapter 125, confers upon a local government, the authority to adopt ordinances and regulations which are designed to promote the public health, safety and general welfare of its citizens; and

WHEREAS, from time to time it is necessary for Highlands County to update and/or amend its codes and regulations; and

WHEREAS, amendments to the Land Development Regulations of a local government are authorized by Florida Statutes, Chapter 163; and

WHEREAS, the County hereby deems it necessary, appropriate and in the best interest of the public health, safety, comfort, good order, appearance, convenience and general welfare to amend the regulations as set forth in this Ordinance.

NOW THEREFORE, BE IT ORDAINED BY HIGHLANDS COUNTY, FLORIDA, after due notice and public hearing, that:

SECTION 1. <u>LEGISLATIVE FINDINGS AND INTENT.</u> Highlands County has complied with all requirements and procedures of the Florida law in processing this Ordinance. The above recitals are hereby adopted.

SECTION 2. AMENDING CHAPTER 12, LAND DEVELOPMENT REGULATIONS, ARTICLE 6, NONCONFORMING LOTS, USES OF LAND, STRUCTURES AND PREMISES. Highlands County Code of Ordinances, Chapter 12, Land Development Regulations, Article 6, Nonconforming lots, uses of land, structures, and premises, is hereby amended as follows:

Note: Underlined words constitute additions to existing text, ~~strikethrough~~ words constitute deletions to existing text, and asterisks (***) indicate omitted parts which are intended to remain unchanged.

Section 12.06.103. - Nonconforming uses of land and elimination of such uses.

Where, as of January 1, 1971, lawful use of land exists that is no longer permissible under the terms of this Code as enacted or amended, and nonconforming uses created by the consistency rezones of the Highlands County Comprehensive Land Use Plan, adopted January 16, 1991, such use may be continued, so long as it remains otherwise lawful, subject to the following provisions:

A. No such nonconforming use shall be enlarged or increased nor extended to occupy a greater area of land than was occupied on such date, unless approved through a conditional use exception by the Board of Adjustment.

B. No such nonconforming use shall be moved in whole or in part or extended to include any other portion of the lot or parcel occupied by such use as of such date, except to reduce a nonconforming characteristic of such developed lot.

C. Non-temporary ~~A~~accessory structures and uses incidental to the care and maintenance of nonconforming uses ~~created by consistency rezones of the comprehensive plan adopted January 16, 1991,~~ may be established or enlarged upon approval of a special exception by the Board of Adjustment. Temporary accessory structures and uses incidental to the care and maintenance of nonconforming uses may be established without a special exception. For the purpose of this Subsection, “temporary” structures shall have no concrete floor or foundation, or any other similar type of material floor or foundation and shall be installed on skids and/or anchored directly to the ground pursuant to applicable Florida Building Code requirements.

***

Section 12.06.104. - Nonconforming structures; amortization of structures designed for certain uses; conditional use exception.

***

Where a lawful structure exists as of January 1, 1971, or such other date that an amendment to this chapter caused the non-conformity, ~~that~~ and said structure could not be built under the terms of this Code by reason of restrictions on area, lot coverage, height, yards or other characteristics of the structure or its location on the lot, such

structure may be continued so long as it remains otherwise lawful, subject to the following provisions:

***

D. A conditional use exception may be applied for in any zoning district to grant conforming status for a non-conforming structure. Upon approval of a conditional use exception, the structure shall be deemed conforming, subject to the special conditions set forth in the conditional use exception approval. For the purposes of this Section, a conditional use exception shall be secured through the submission of an application in a form approved by Highlands County with a public hearing process and final decision by the Zoning Board of Adjustment, following all notice requirements for a special exception application as set forth in this Code.

Section 12.06.105. - Nonconforming uses of structures.

***

B. No existing structure devoted to a use not permitted by this Code in the district in which it is located shall be enlarged, extended, constructed, reconstructed, moved or structurally altered, except in changing the use of the structure to a use permitted in the district in which it is located, unless approved through a special exception by the Board of Adjustment.

***

Section 12.06.108. - Uses under exception provisions not nonconforming uses, is hereby deleted in its entirety**.**

~~**Section 12.06.108. - Uses under exception provisions not nonconforming uses.**~~

~~Any use for which a special exception is permitted as provided in this chapter shall not be deemed a nonconforming use, but shall without further action be deemed a conforming use in such district~~

SECTION 3. IMPLEMENTING ADMINISTRATIVE ACTIONS. The County Administrator is hereby authorized and directed to take such actions as are deemed necessary and appropriate in order to implement the provisions of this Ordinance. The County Administrator may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such County employees as deemed effectual and prudent.

SECTION 4. SAVINGS CLAUSE. All prior actions of the Board of County Commissioners of Highlands County pertaining to the revisions to Highlands County Code of Ordinances, Chapter 12, Land Development Regulations, as set forth herein are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 5. SEVERABILITY. The divisions, sections, subsections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph, subsection, section, or divisions of this ordinance shall be declared invalid, unconstitutional or unenforceable by the valid judgment or decree of a court of competent jurisdiction, such invalidity, unconstitutionality or unenforceability shall not affect any of the remaining phrases, clauses, sentences, paragraphs, subsections, sections, and divisions of this ordinance.

SECTION 6. CODIFICATION AND SCRIVENER'S ERRORS.

A. Section 2 of this Ordinance shall be codified in the Highlands County Code of Ordinances and the sections, divisions and provisions of this Ordinance may be renumbered or re-lettered as deemed appropriate by the codifier of the Highlands County Code of Ordinances.

B. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the County Administrator and County Attorney, may be corrected with the endorsement of the County Manager, or designee, without the need for a public hearing.

SECTION 7. CONFLICT. Any ordinance or part thereof in conflict with this Ordinance or any part hereof is hereby repealed to the extent of the conflict.

SECTION 8. EFFECTIVE DATE. This Ordinance shall take effect immediately upon filing with the Department of State.

DONE AND ADOPTED this 18th day of October 2022.

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA

(SEAL)

By: _____
Kathleen G. Rapp, Chairperson

ATTEST:

By: _____
Jerome Kaszubowski, Clerk

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: October 18, 2022

PRESENTER:	**Melony Culpepper, Assistant Development Services Director/Planning and Zoning Manager**
SUBJECT/TITLE:	**Public Hearing to consider text amendments to Article 8 of the Highlands County Land Development Regulations, pertaining to wind ratings of disaster shelters, removal of water facility permitting, and a scrivener's error.**

STATEMENT OF ISSUE

Staff continuously reviews the Highlands County Land Development Regulations (LDRs) for required updates and corrections, including new laws that are passed down from the Florida Legislature. There are several updates that are currently needed.

These proposed updates correct the required wind rating for disaster shelter buildings, remove over-regulations on permitting for central potable water facilities, and correcting the abbreviation for the Office Zoning District reference in Table 1 – Non-Residential Height Requirements for wireless communication facilities.

The Planning and Zoning Commission recommended approval of the text amendments on September 13, 2022.

RECOMMENDED ACTION

Move to approve and adopt Ordinance 22-23-05, proposed text amendments to the Land Development Regulations.

Attachments: LDR Amendments Summary by Section Article 8.pdf
Ordinance Amend Article 8.pdf

Summary of Amendments to Chapter 12, Land Development Regulations, of the Highlands County Code of Ordinances Article 8 – Special Land Uses

Referenced Section 2 corresponds to the section in the ordinance

SECTION 2: Article 8 – Special Land Uses.
12.08.120 Required recreation/disaster shelter building.

12.08.120.B.5. Updated the wind risk category to match the Florida Building Code for disaster shelter building.

12.08.129 Water facilities (central potable water facilities) covered or included by Florida Administrative Code 40 D-2 or 40 E-2

12.08.129 Deleted this paragraph to be consistent with prior amendments that removed over-regulation of permitting for central potable water facilities.

12.08.135 Wireless communications facilities (WCF).

12.08.135.E.6. The table shown in Subsection E., Height limitations, Paragraph 6, is updated to remove “-1” in the “O-1” zoning district to accurately reflect “O” for the Office District.

ORDINANCE NO. 22-23-05

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS HIGHLANDS COUNTY, FLORIDA, PERTAINING TO AMENDMENTS TO THE HIGHLANDS COUNTY CODE OF ORDINANCES, CHAPTER 12, LAND DEVELOPMENT REGULATIONS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AMENDMENTS TO CHAPTER 12, LAND DEVELOPMENT REGULATIONS, ARTICLE 8, SPECIAL LAND USES, SECTIONS 12.08.120, 12.08.129, AND 12.08.135; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on April 26, 2006, the County combined the Land Development Regulations and the Comprehensive Planning, Zoning, and Building Regulations into one publication titled the Highlands County Land Development Regulations for the purpose of making such regulations easier to understand and enforce; and

WHEREAS, Florida Statutes, Chapter 125, confers upon a local government, the authority to adopt ordinances and regulations which are designed to promote the public health, safety and general welfare of its citizens; and

WHEREAS, from time to time it is necessary for Highlands County to update and/or amend its codes and regulations; and

WHEREAS, amendments to the Land Development Regulations of a local government are authorized by Florida Statutes, Chapter 163; and

WHEREAS, the County hereby deems it necessary, appropriate and in the best interest of the public health, safety, comfort, good order, appearance, convenience and general welfare to amend the regulations as set forth in this Ordinance.

NOW THEREFORE, BE IT ORDAINED BY HIGHLANDS COUNTY, FLORIDA, after due notice and public hearing, that:

SECTION 1. LEGISLATIVE FINDINGS AND INTENT. Highlands County has complied with all requirements and procedures of the Florida law in processing this Ordinance. The above recitals are hereby adopted.

SECTION 2. AMENDING CHAPTER 12, LAND DEVELOPMENT REGULATIONS, ARTICLE 8, SPECIAL LAND USES. Highlands County Code of Ordinances, Chapter 12, Land Development Regulations, Article 8, Special Land Uses, is hereby amended as follows:

Note: Underlined words constitute additions to existing text, ~~strikethrough~~ words constitute deletions to existing text, and asterisks (***) indicate omitted parts which are intended to remain unchanged.

Section 12.08.120. - Required recreation/disaster shelter building.

***

B. Additional standards for approval. A required recreational/disaster shelter building shall ~~have~~ be:

***

5. Designed and constructed to ~~maintain structural integrity during a 120 miles-per-hour wind~~ no less than Risk Category IV Construction standards in compliance with the Florida Building Code, current addition. Construction plans signed and sealed by a registered engineer and/or architect, certifying that the structure meets the requirements of this paragraph, shall be submitted to the building official and approved before final development orders are issued for new manufactured home parks, manufactured home subdivisions, mobile home parks, mobile home subdivisions (on central potable water and central wastewater), RV parks, campgrounds, and seasonal parks developed after November 14, 1994, containing more than 25 lots, rental spaces or campsites and before issuing more than 25 building permits for placement of RVs, park models, mobile homes, manufactured homes or combination thereof, in any existing RV park, campground or mobile home park after November 14, 1994.

***

Section 12.08.129. - Water facilities (central potable water facilities) covered or included by Florida Administrative Code 40 D-2 or 40 E-2, is hereby deleted in its entirety.

~~**Section 12.08.129. - Water facilities (central potable water facilities) covered or included by Florida Administrative Code 40 D-2 or 40 E-2.**~~

~~A. Applicability. Permitted in the PW, public water supply district (section 12.05.281).~~

~~B. Additional application requirements. All additional application requirements are pursuant to section 12.05.281 of this chapter.~~

~~C. Additional standards for approval. A special use permit pursuant to section 12.05.281 is required. A special use permit may be granted by the BCC after public hearing and subject to appropriate conditions and safeguards for a public water facility covered or included by Florida Administrative Code 40D-2 or 40E-2. Proof and specific evidence shall be provided that the requirements and the standards contained in section 12.05.281.F. are met.~~

Section 12.08.135. - Wireless communications facilities (WCF).

***

E. **Height limitations.** The height of antennas and towers shall be determined pursuant to this section.

***

6. The permitted, prohibited, and special exception heights for ground-mounted towers and alternative tower structures are set forth in Table 1 in this subsection as follows:

   (Table 1 is deleted in its entirety and replaced with the following revised Table 1)

TABLE 1 - NON RESIDENTIAL HEIGHT REQUIREMENTS

Zoning District	Maximum Height for Permitted Accessory Use	Maximum Height for Zoning District	Maximum Height for Special Exceptions Without Co-Location	Maximum Height for Special Exceptions for Co-Locations	Camouflage Required (Alternative Tower Structures)
AU	50 ft.	350 ft.	150 ft.	350 ft.	NO
PU	100 ft.	350 ft.	150 ft.	350 ft.	NO
P	100 ft.	350 ft.	150 ft.	350 ft.	NO
O	30 ft.	50 ft.	50 ft.	NA	YES
B-1	50 ft.	100 ft.	100 ft.	NA	YES

B-2	**50 ft.**	**100 ft.**	**100 ft.**	**NA**	**YES**
B-3	**90 ft.**	**300 ft.**	**150 ft.**	**250 ft.**	**NO**
B-4	**90 ft.**	**300 ft.**	**150 ft.**	**250 ft.**	**NO**
I-1	**90 ft.**	**300 ft.**	**150 ft.**	**300 ft.**	**NO**
I-2	**150 ft.**	**350 ft.**	**250 ft.**	**350 ft.**	**NO**
A-1	**Refer to Section 12.05.283.G.**				

***

SECTION 3. IMPLEMENTING ADMINISTRATIVE ACTIONS. The County Administrator is hereby authorized and directed to take such actions as are deemed necessary and appropriate in order to implement the provisions of this Ordinance. The County Administrator may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such County employees as deemed effectual and prudent.

SECTION 4. SAVINGS CLAUSE. All prior actions of the Board of County Commissioners of Highlands County pertaining to the revisions to Highlands County Code of Ordinances, Chapter 12, Land Development Regulations, as set forth herein are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 5. SEVERABILITY. The divisions, sections, subsections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph, subsection, section, or divisions of this ordinance shall be declared invalid, unconstitutional or unenforceable by the valid judgment or decree of a court of competent jurisdiction, such invalidity, unconstitutionality or unenforceability shall not affect any of the remaining phrases, clauses, sentences, paragraphs, subsections, sections, and divisions of this ordinance.

SECTION 6. CODIFICATION AND SCRIVENER'S ERRORS.

A. Section 2 of this Ordinance shall be codified in the Highlands County Code of Ordinances and the sections, divisions and provisions of this Ordinance may be renumbered or re-lettered as deemed appropriate by the codifier of the Highlands County Code of Ordinances.

B. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the County Administrator and County Attorney, may be corrected with the endorsement of the County Manager, or designee, without the need for a public hearing.

SECTION 7. CONFLICT. Any ordinance or part thereof in conflict with this Ordinance or any part hereof is hereby repealed to the extent of the conflict.

SECTION 8. EFFECTIVE DATE. This Ordinance shall take effect immediately upon filing with the Department of State.

DONE AND ADOPTED this 18th day of October 2022.

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA

(SEAL)

By: _____
Kathleen G. Rapp, Chairperson

ATTEST:

By: _____
Jerome Kaszubowski, Clerk

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: October 18, 2022

PRESENTER:	**Melony Culpepper, Assistant Development Services Director/Planning and Zoning Manager**
SUBJECT/TITLE:	**Public Hearing to consider text amendments to Article 9 of the Highlands County Land Development Regulations, pertaining to the cost of upgrading unpaved County maintained roads and exemption for existing driveways.**

STATEMENT OF ISSUE

Staff continuously reviews the Highlands County Land Development Regulations (LDRs) for required updates and corrections, including new laws that are passed down from the Florida Legislature. There are several updates that are currently needed.

These proposed updates replace "complete purchase price of materials" with "cost of construction" to clarify that the cost of labor and equipment will be included as part of the overall cost when upgrading unpaved County maintained roads even though the county will have the labor done and provide the equipment and add exemptions for certain existing driveways.

The Planning and Zoning Commission recommended approval of the text amendments on September 13, 2022.

RECOMMENDED ACTION

Move to approve and adopt Ordinance 22-23-06, proposed text amendments to the Land Development Regulations.

Attachments: LDR Amendments Summary by Section Article 9.pdf
Ordinance Amend Article 9.pdf

Summary of Amendments to Chapter 12, Land Development Regulations, of the Highlands County Code of Ordinances Article 9 – Transportation System Standards and Permits

Referenced Section 2 corresponds to the section in the ordinance

SECTION 2: Article 9 – Transportation system standards and permits.
12.09.102 Roadway management and maintenance standards.

12.09.102.C. Replaced “complete purchase price of materials” with “cost of construction” to clarify that the cost of labor and equipment will be included as part of the overall cost even though the county will have the labor done and provide the equipment.

12.09.113 Existing driveways.

12.09.113.B. Added exemptions for requiring driveway permits when obtaining building permits, to include residential additions and accessory structures, maintenance or repairs of an existing structure, and residential fences or retaining walls.

ORDINANCE NO. 22-23-06

AN ORDINANCE OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO AMENDMENTS TO THE HIGHLANDS COUNTY CODE OF ORDINANCES, CHAPTER 12, LAND DEVELOPMENT REGULATIONS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AMENDMENTS TO CHAPTER 12, LAND DEVELOPMENT REGULATIONS, ARTICLE 9, TRANSPORTATION SYSTEM STANDARDS AND PERMITS, SECTIONS 12.09.102 AND 12.09.113; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on April 26, 2006, the County combined the Land Development Regulations and the Comprehensive Planning, Zoning, and Building Regulations into one publication titled the Highlands County Land Development Regulations for the purpose of making such regulations easier to understand and enforce; and

WHEREAS, Florida Statutes, Chapter 125, confers upon a local government, the authority to adopt ordinances and regulations which are designed to promote the public health, safety and general welfare of its citizens; and

WHEREAS, from time to time it is necessary for Highlands County to update and/or amend its codes and regulations; and

WHEREAS, amendments to the Land Development Regulations of a local government are authorized by Florida Statutes, Chapter 163; and

WHEREAS, the County hereby deems it necessary, appropriate and in the best interest of the public health, safety, comfort, good order, appearance, convenience and general welfare to amend the regulations as set forth in this Ordinance; and

NOW THEREFORE, BE IT ORDAINED BY HIGHLANDS COUNTY, FLORIDA, after due notice and public hearing, that:

SECTION 1. <u>LEGISLATIVE FINDINGS AND INTENT.</u> Highlands County has complied with all requirements and procedures of the Florida law in processing this Ordinance. The above recitals are hereby adopted.

SECTION 2. AMENDING CHAPTER 12, LAND DEVELOPMENT REGULATIONS, ARTICLE 9, TRANSPORTATION SYSTEM STANDARDS AND PERMITS, SECTION 12.09.102 AND 12.09.113. Highlands County Code of Ordinances, Chapter 12, Land Development Regulations, Article 9, Transportation System Standards and Permits, Section 12.09.102, Roadway management and maintenance standards and Section 12.09.113, Existing Driveways are hereby amended as follows:

Note: Underlined words constitute additions to existing text, ~~strikethrough~~ words constitute deletions to existing text, and asterisks (***) indicate omitted parts which are intended to remain unchanged.

A. Section 12.09.102. – Roadway management and maintenance standards.

***

C. **Assistance in upgrading unpaved county maintained roads.** The county may assist affected property owners, on county maintained unpaved roads, in achieving the goal of a paved road if funds are contributed toward the ~~complete purchase price of materials~~ cost of construction. The county will provide labor and equipment.

B. Section 12.09.113. - Existing driveways.

***

Exemptions: The following shall be exempted from requirement of an existing driveway inspection:

1. Residential development that is adding 750 square feet or less to an existing permitted structure or adding an accessory structure which is less than 500 square feet.

2. Maintenance or repairs of an existing structure (such as roofs, plumbing, electrical or internal remodeling that does not change overall use).

3. Permits for residential fences or retaining walls.

SECTION 3. IMPLEMENTING ADMINISTRATIVE ACTIONS. The County Administrator is hereby authorized and directed to take such actions as are deemed necessary and appropriate in order to implement the provisions of this Ordinance. The County Administrator may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such County employees as deemed effectual and prudent.

SECTION 4. SAVINGS CLAUSE. All prior actions of the Board of County Commissioners of Highlands County pertaining to the revisions to Highlands County Code of Ordinances, Chapter 12, Land Development Regulations, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 5. SEVERABILITY. The divisions, sections, subsections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph, subsection, section, or divisions of this ordinance shall be declared invalid, unconstitutional or unenforceable by the valid judgment or decree of a court of competent jurisdiction, such invalidity, unconstitutionality or unenforceability shall not affect any of the remaining phrases, clauses, sentences, paragraphs, subsections, sections, and divisions of this ordinance.

SECTION 6. CODIFICATION AND SCRIVENER'S ERRORS.

A. Section 2 of this Ordinance shall be codified in the Highlands County Code of Ordinances and the sections, divisions and provisions of this Ordinance may be renumbered or re-lettered as deemed appropriate by the codifier of the Highlands County Code of Ordinances.

B. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the County Administrator and County Attorney, may be corrected with the endorsement of the County Manager, or designee, without the need for a public hearing.

SECTION 7. CONFLICTS. Any ordinance or part thereof in conflict with this Ordinance or any part hereof is hereby repealed to the extent of the conflict.

SECTION 8. EFFECTIVE DATE. This Ordinance shall take effect immediately upon filing with the Department of State.

DONE AND ADOPTED this 18th day of October 2022.

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA

(SEAL)

By: _____
Kathleen G. Rapp, Chairperson

ATTEST:

By: _____
Jerome Kaszubowski, Clerk

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: October 18, 2022

PRESENTER:	**Melony Culpepper, Assistant Development Services Director/Planning and Zoning Manager**
SUBJECT/TITLE:	**Public Hearing to consider text amendments to Article 10 of the Highlands County Land Development Regulations, pertaining to the cost of upgrading unpaved County maintained roads and exemption for existing driveways.**

STATEMENT OF ISSUE

Staff continuously reviews the Highlands County Land Development Regulations (LDRs) for required updates and corrections, including new laws that are passed down from the Florida Legislature. There are several updates that are currently needed.

These proposed updates delete zoning district parking regulations as these regulations are not included in each zoning district, added the ability to have an emergency vehicle parked in a residential district, and replaced "waterfront" with "lakefront" to clarify this section does not apply to waterways that are not lakes, such as canals.

The Planning and Zoning Commission recommended approval of the text amendments on September 13, 2022.

RECOMMENDED ACTION

Move to approve and adopt Ordinance 22-23-07, proposed text amendments to the Land Development Regulations.

Attachments: LDR Amendments Summary by Section Article 10.pdf
Ordinance Amend Article 10.pdf

Summary of Amendments to Chapter 12, Land Development Regulations, of the Highlands County Code of Ordinances Article 10 – Off-Street Parking and Storage

Referenced Section 2 corresponds to the section in the ordinance

SECTION 2: Division 2 – Parking lots and spaces.
12.10.216 Zoning district parking regulations.

12.10.216 Deleted this paragraph in its entirety because parking regulations are not included in each zoning district.

12.10.217 Parking of commercial vehicles in residential districts.

12.10.217.A. Added numbering.

12.10.217.B. Added paragraph to clarify that one emergency vehicle, for a company authorized by the County to provide said emergency service, can be parked in residential districts without violating this section.

12.10.218 Storage and parking of recreational vehicles, travel trailers, and camping trailers.

12.10.218.B.1. Replaced “waterfront” with “lakefront” to clarify this section does not apply to waterways that are not lakes, such as canals.

ORDINANCE NO. 22-23-07

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO AMENDMENTS TO THE HIGHLANDS COUNTY CODE OF ORDINANCES, CHAPTER 12, LAND DEVELOPMENT REGULATIONS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AMENDMENTS TO CHAPTER 12, LAND DEVELOPMENT REGULATIONS, ARTICLE 10, OFF-STREET PARKING AND STORAGE, SECTIONS 12.10.216, 12.10.217, AND 12.10.218; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on April 26, 2006, the County combined the Land Development Regulations and the Comprehensive Planning, Zoning, and Building Regulations into one publication titled the Highlands County Land Development Regulations for the purpose of making such regulations easier to understand and enforce; and

WHEREAS, Florida Statutes, Chapter 125, confers upon a local government, the authority to adopt ordinances and regulations which are designed to promote the public health, safety and general welfare of its citizens; and

WHEREAS, from time to time it is necessary for Highlands County to update and/or amend its codes and regulations; and

WHEREAS, amendments to the Land Development Regulations of a local government are authorized by Florida Statutes, Chapter 163; and

WHEREAS, the County hereby deems it necessary, appropriate and in the best interest of the public health, safety, comfort, good order, appearance, convenience and general welfare to amend the regulations as set forth in this Ordinance.

NOW THEREFORE, BE IT ORDAINED BY HIGHLANDS COUNTY, FLORIDA, after due notice and public hearing, that:

SECTION 1. LEGISLATIVE FINDINGS AND INTENT. Highlands County has complied with all requirements and procedures of the Florida law in processing this Ordinance. The above recitals are hereby adopted.

SECTION 2. AMENDING CHAPTER 12, LAND DEVELOPMENT REGULATIONS, ARTICLE 10, OFF-STREET PARKING AND STORAGE, DIVISION 2, PARKING LOTS AND SPACES. Highlands County Code of Ordinances, Chapter 12, Land Development Regulations, Article 10, Off-Street Parking and Storage, Division 2, Parking Lots and Spaces is hereby amended as follows:

Note: Underlined words constitute additions to existing text, ~~strikethrough~~ words constitute deletions to existing text, and asterisks (***) indicate omitted parts which are intended to remain unchanged.

Section 12.10.216. - Zoning district parking regulations, is hereby deleted in its entirety.

~~Section 12.10.216. - Zoning district parking regulations.~~

~~Parking regulations are contained in the zoning district regulations, pursuant to Division 2 of Article 5 of this chapter.~~

~~Code Section~~	**~~Zoning District~~**	**~~Applicable Parking District Regulations~~**
~~12.05.200~~	~~AU Agricultural~~	~~12.05.200~~
~~12.05.201~~	~~Estate District~~	~~12.05.201~~
~~12.05.210~~	~~R-1A Residential District~~	~~12.05.210~~
~~12.05.211~~	~~R-1 Residential District~~	~~12.05.211~~
~~12.05.212~~	~~R-2 Two Family Dwelling District~~	~~12.05.212~~
~~12.05.213~~	~~R-3 Multiple Dwelling including Motel and Hotel District~~	~~12.05.213~~
~~12.05.214~~	~~R-3 NC Non-Commercial Multiple Dwelling~~	~~12.05.214~~
~~12.05.220~~	~~M-1 Mobile Home Subdivision District~~	~~12.05.220~~
~~12.05.221~~	~~M-1-S Mobile Home and Residential Subdivision District~~	~~12.05.221~~
~~12.05.222~~	~~M-2 Mobile Home Park District~~	~~12.05.222~~
~~12.05.223~~	~~RV Park (FUD)~~	~~12.05.223~~
~~12.05.224~~	~~CG-1 Campground District~~	~~12.05.224~~
~~12.05.225~~	~~CG-2 Campground District~~	~~12.05.225~~
~~12.05.226~~	~~CG-3 Campground District~~	~~12.05.226~~
~~12.05.227~~	~~Nonconforming Campground Uses~~	~~NA~~
~~12.05.240~~	~~B-1 Neighborhood Business District~~	~~12.05.240~~
~~12.05.241~~	~~B-2 Limited Business District~~	~~12.05.241~~
~~12.05.242~~	~~B-3 Business District~~	~~12.05.242~~
~~12.05.243~~	~~B-4 Business District~~	~~12.05.243~~
~~12.05.244~~	~~O Office District~~	~~12.05.244~~
~~12.05.251~~	~~I-1 Industrial District~~	~~12.05.251~~
~~12.05.252~~	~~I-2 Industrial District~~	~~12.05.252~~
~~12.05.280~~	~~P Public and Quasi-Public Lands District~~	~~12.05.280~~

Section 12.10.217. Parking of commercial vehicles in residential districts.

A. A commercial vehicle of not over one ton rated capacity may be parked on a lot whose principal use is residential and where the commercial vehicle is used by a resident of the premises. A commercial vehicle of not over two tons rated capacity

may be parked in an enclosed garage on a lot whose principal use is residential and where the commercial vehicle is used by a resident of the premises. Permitted nonresidential uses may utilize and park on their premises such commercial or other vehicles as may be necessary and customary for such uses, but this provision shall not be construed to permit the parking of school buses utilized by public, private or parochial schools.

B. This Section shall not apply to a private entity which provides emergency services to the County, and which have been placed on a list of entities authorized to provide such emergency services to the County. Such approved entities may park one vehicle related to such emergency services on its property, so long as such vehicle is parked in a location which meets accessory structure setbacks for the zoning district in which the property is located.

Section 12.10.218. - Storage and parking of recreational vehicles, travel trailers, and camping trailers.

***

B. Parking, storage of recreational vehicles in residential districts. The parking and storage of recreational vehicles in residential zoning districts, and agricultural districts where the primary use of the district is for residential purposes, shall be permitted subject to the following conditions:

1. Recreational vehicles shall not be located in any front yard or nearer than seven and one-half feet to any side or rear lot line, except that one boat 18 feet or less in length and no more than six feet in average height and one utility trailer eight feet or less in length and no more than six feet in average height may be parked in a driveway not nearer than seven and one-half feet to any property line. On property where the rear lot line is questionable, i.e. corner lots, ~~waterfront~~ lakefront lots and nonconforming lots platted prior to January 1, 1971, the recreational vehicle shall be parked a minimum of 25 feet from all lot lines abutting a street and seven and one-half feet from all other lot lines.

***

SECTION 3. IMPLEMENTING ADMINISTRATIVE ACTIONS. The County Administrator is hereby authorized and directed to take such actions as are deemed necessary and appropriate in order to implement the provisions of this Ordinance. The County Administrator may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such County employees as deemed effectual and prudent.

SECTION 4. SAVINGS CLAUSE. All prior actions of the Board of County Commissioners of Highlands County pertaining to the revisions to Highlands County Code of Ordinances, Chapter 12, Land Development Regulations, as set forth herein are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 5. SEVERABILITY. The divisions, sections, subsections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph, subsection, section, or divisions of this ordinance shall be declared invalid, unconstitutional or unenforceable by the valid judgment or decree of a court of competent jurisdiction, such invalidity, unconstitutionality or unenforceability shall not affect any of the remaining phrases, clauses, sentences, paragraphs, subsections, sections, and divisions of this ordinance.

SECTION 6. CODIFICATION AND SCRIVENER'S ERRORS.

A. Section 2 of this Ordinance shall be codified in the Highlands County Code of Ordinances and the sections, divisions and provisions of this Ordinance may be renumbered or re-lettered as deemed appropriate by the codifier of the Highlands County Code of Ordinances.

B. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the County Administrator and County Attorney, may be corrected with the endorsement of the County Manager, or designee, without the need for a public hearing.

SECTION 7. CONFLICT. Any ordinance or part thereof in conflict with this Ordinance or any part hereof is hereby repealed to the extent of the conflict.

SECTION 8. EFFECTIVE DATE. This Ordinance shall take effect immediately upon filing with the Department of State.

(Signatures on next page)

DONE AND ADOPTED this 18th day of October 2022.

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA

(SEAL)

By: _____
Kathleen G. Rapp, Chairperson

ATTEST:

By: _____
Jerome Kaszubowski, Clerk

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: October 18, 2022

PRESENTER:	**Melony Culpepper, Assistant Development Services Director/Planning and Zoning Manager**
SUBJECT/TITLE:	**Public Hearing to consider text amendments to Article 5 of the Highlands County Land Development Regulations, pertaining to multiple sections.**

STATEMENT OF ISSUE

Staff continuously reviews the Highlands County Land Development Regulations (LDRs) for required updates and corrections, including new laws that are passed down from the Florida Legislature. There are several updates that are currently needed.

These proposed updates include the following: remove an administrative waiver that allowed a detached garage to be placed across the street from a lakefront home and realigning this use as a special exception in residential districts, changing the process from an administrative approval to a public hearing with requirements of public notice; add an administrative waiver to allow an accessory structure to be taller than the principal structure; add a special exception for chickens in most residential districts; clarify the setback and density requirements in the R-3 zoning district; add a minor modification to the access points of Planned Developments; and update base building line setback requirements.

The Planning and Zoning Commission recommended approval of the text amendments on September 13, 2022, with the following changes: on the proposed special exceptions for detached garages on a vacant lot as an accessory to a principal residential structure which is located on a lakefront lot of record, replace “lakefront lot” with “legal lot” and delete references to lakefront lots. Staff recommends that the special exceptions for detached garages apply to lakefront lots only for aesthetic purposes and because lakefront lots are typically more narrow than non-lakefront lots.

RECOMMENDED ACTION

Move to approve on first reading Ordinance 22-23-08, proposed text amendments to the Land Development Regulations and schedule the second hearing for November 15, 2022, at 9:00 a.m. or soon thereafter as possible.

FISCAL IMPACT

There is no fiscal impact.

Attachments: LDR Amendments Summary by Section Article 5.pdf
Ordinance Amend Article 5.pdf

Summary of Amendments to Chapter 12, Land Development Regulations, of the Highlands County Code of Ordinances Article 5 – Districts and Supplementary District Regulations

Referenced Sections 2 through 4 correspond to the section in the ordinance

SECTION 2: Division 2 – District Regulations
12.05.200 AU Agricultural District

12.05.200.C.2. Removed “The raising of” and capitalized “hogs” to clarify that the actual hogs or poultry, not just the structure that they are kept in, shall meet certain separation requirements.

12.05.200.F.9. Removed “yard, boat” from boat yard, boat storage, to simplify the sentence.

12.05.200.F.39. Added a special exception for detached garages on a vacant lot as an accessory to a principal residential structure which is located on a lakefront lot of record. This was an Administrative Waiver that the Development Services Director could approve; however, staff feels it is more prudent for the Zoning Board of Adjustment to review these requests. This is repeated throughout the zoning districts.

12.05.201 EU Estate District

12.05.201.D.7. Added a special exception for detached garages on a vacant lot as an accessory to a principal residential structure which is located on a lakefront lot of record. This was an Administrative Waiver that the Development Services Director could approve; however, staff feels it is more prudent for the Zoning Board of Adjustment to review these requests.

12.05.210 R-1A Residential District

12.05.210.D.1. Removed “central wastewater and water treatment facilities serving more than one development” from the special exceptions that were not allowed.

12.05.210.D.3. Added a special exception for chickens in residential areas. R-1, R-2, and R-3 all follow the special exceptions in this section.

12.05.210.D.4. Added a special exception for detached garages on a vacant lot as an accessory to a principal residential structure which is located on a lakefront lot of record. This was an Administrative Waiver that the Development Services Director could approve; however, staff feels it is more prudent for the Zoning Board of Adjustment to review these requests.

12.05.213 R-3 Multiple-Family Dwelling including Motel and Hotel District.

12.05.213.F.2. Clarified that the setbacks for single family dwellings are the same as a two-family dwelling.

12.05.213.G.1. Clarified that a single-family dwelling or a duplex is permitted on a legal lot of record and removed density information as this is included in the Comprehensive Plan.

12.05.214 R-3 NC Non-commercial Multiple-Family Dwelling District.

12.05.214.D.7. Added a special exception for chickens in residential areas.

12.05.214.D.8. Added a special exception for detached garages on a vacant lot as an accessory to a principal residential structure which is located on a lakefront lot of record. This was an Administrative Waiver that the Development Services Director could approve; however, staff feels it is more prudent for the Zoning Board of Adjustment to review these requests.

12.05.220 M-1 Mobile Home Subdivisions District.

12.05.220.D.3. Added a special exception for chickens in residential areas.

12.05.220.D.4. Added a special exception for detached garages on a vacant lot as an accessory to a principal residential structure which is located on a lakefront lot of record. This was an Administrative Waiver that the Development Services Director could approve; however, staff feels it is more prudent for the Zoning Board of Adjustment to review these requests.

12.05.221 M-1-S Mobile Home and Residential Subdivisions District.

12.05.220.D.1. Deleted this paragraph to allow the same special exceptions as R-1, including guesthouses.

12.05.222 M-2 Mobile Home Parks District.

12.05.222.P.6. Deleted “and” for grammatical purposes.

12.05.223 RV Park (FUD).

12.05.223.Y. Deleted duplicate paragraph of Section 12.05.223.E.5.

12.05.224 CG-1 Campground District.

12.05.224.J. Deleted paragraph due to the County not having occupational licenses and occupational licenses being prohibited by the Florida Legislature.

12.05.226 CG-3 Campground District.

12.05.226.D. Replaced “and firmly attached to a travel trailer, park model or recreation unit and to the ground so as” with “designed and installed” to clarify that these additions must be designed and installed to withstand winds as required by the Florida Building Code but may not have to be attached.

12.05.242 B-3 Business District.

12.05.242.B.13. Deleted duplicate paragraph, specifically listed in the B-2 District and incorporated as permitted in B-3 through Subsection B.1., which states “Any use permitted in B-1 or B-2 district.

12.05.242.B.14. Deleted duplicate paragraph, specifically listed in the B-2 District and incorporated as permitted in B-3 through Subsection B.1., which states “Any use permitted in B-1 or B-2 district.

12.05.242.B.15. Deleted duplicate paragraph, specifically listed in the B-2 District and incorporated as permitted in B-3 through Subsection B.1., which states “Any use permitted in B-1 or B-2 district.

12.05.242.B.16. Deleted duplicate paragraph, specifically listed in the B-2 District and incorporated as permitted in B-3 through Subsection B.1., which states “Any use permitted in B-1 or B-2 district.

12.05.242.B.17. Deleted duplicate paragraph, specifically listed in the B-2 District and incorporated as permitted in B-3 through Subsection B.1., which states “Any use permitted in B-1 or B-2 district.

12.05.242.B.18. Deleted duplicate paragraph, specifically listed in the B-2 District and incorporated as permitted in B-3 through Subsection B.1., which states “Any use permitted in B-1 or B-2 district.

12.05.242.B.19. Deleted duplicate paragraph, specifically listed in the B-2 District and incorporated as permitted in B-3 through Subsection B.1., which states “Any use permitted in B-1 or B-2 district.

12.05.252 I-2 Industrial District.

12.05.252.B.20. Deleted paragraph to clarify that storage is first permitted in B-3 and if the use is for self-storage, they will need a special exception; however, storage of I-2 uses are covered in other permitted uses of this zoning district.

12.05.280 P Public and Quasi-Public Lands District.

12.05.280.F. Added “not” and deleted “accessory to a permitted use” for living quarters because these uses are allowed by special exception.

12.05.290 PD Planned Development District.

12.05.290.G.1.h. Updated requirements for traffic impact analysis as required by the County Engineer.

12.05.290.G.7.b. Updated minor modifications to allow relocation of access points.

12.05.290.G.8.c. Updated minor modifications to allow relocation of access points when deemed necessary by the County Engineer or other government agency responsible for determining driveway locations and on the same property line and/or roadway.

SECTION 3: Division 3 – Supplementary District Regulations.

12.05.300 Accessory uses and detached accessory structures in residential districts and in the AU district on lots that are one acre or less in size.

12.05.300.A.3. Clarified how we measure height of accessory structures in relation to the principal structure.

12.05.307 Base building lines established.

12.05.307 Updated to allow a reduced base building line when the right-of-way is an alley that is less than 15 feet in width and not used as frontage.

12.05.310 Boats, boathouses, and docks.

12.05.310.M. Removed citation to section of Florida Statutes to avoid citing the incorrect section.

12.05.316 Keeping and maintaining animals including exotic and wild animals.

12.05.316.E. Added this paragraph to clarify that a person is not allowed to keep their pets on vacant property.

12.05.316.F. Replaced “This section” with “Subsections A-D of this Section” to clarify the 12.05.316.E. applies to all.

12.05.317 Unity of title agreement.

12.05.317 Replaced “zoning” with “these” regulations and added “or development” to clarify that a unity of title may be required for development purposes as well as zoning purposes.

12.05.318 Waivers.

12.05.318.A.5. Moved detached garages on vacant lots to special exceptions in residential zoning districts and replaced this section with accessory structures that are taller than a principal structure may apply for an administrative waiver for approval by the Development Services Director.

SECTION 4: Division 4 – Yards.
12.05.401 Encroachments into yards.

12.05.401.M. Adding encroachment allowances for propane tanks.

12.05.401.N. Adding an allowance for the Development Services Director (DSD) to approve a 10% reduction to setback or yard requirements, so that if the required setback is not met by less than 10%, the owner will not have to apply for a variance through the Zoning Board of Adjustment. For example, if the required setback is 7.5 feet, the DSD could approve a setback of 6.75 feet.

12.05.403 Provision of yards for residential uses in nonresidential districts.

12.05.403.A. Simplifying this section.

12.05.403.B. Deleted paragraph to simplify these requirements.

12.05.403.C. Deleted paragraph to simplify these requirements.

12.05.403.D. Renumbered to 12.05.403.B.

ORDINANCE NO. 22-23-08

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO AMENDMENTS TO THE HIGHLANDS COUNTY CODE OF ORDINANCES, CHAPTER 12, LAND DEVELOPMENT REGULATIONS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AMENDMENTS TO CHAPTER 12, LAND DEVELOPMENT REGULATIONS, ARTICLE 5, DISTRICTS AND SUPPLEMENTARY DISTRICT REGULATIONS, DIVISION 2; PROVIDING FOR AMENDMENTS TO CHAPTER 12, LAND DEVELOPMENT REGULATIONS, ARTICLE 5, DISTRICTS AND SUPPLEMENTARY DISTRICT REGULATIONS, DIVISION 3; PROVIDING FOR AMENDMENTS TO CHAPTER 12, LAND DEVELOPMENT REGULATIONS, ARTICLE 5, DISTRICTS AND SUPPLEMENTARY DISTRICT REGULATIONS, DIVISION 4; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on April 26, 2006, the County combined the Land Development Regulations and the Comprehensive Planning, Zoning, and Building Regulations into one publication titled the Highlands County Land Development Regulations for the purpose of making such regulations easier to understand and enforce; and

WHEREAS, Florida Statutes, Chapter 125, confers upon a local government, the authority to adopt ordinances and regulations which are designed to promote the public health, safety and general welfare of its citizens; and

WHEREAS, from time to time it is necessary for Highlands County to update and/or amend its codes and regulations; and

WHEREAS, amendments to the Land Development Regulations of a local government are authorized by Florida Statutes, Chapter 163; and

WHEREAS, the County hereby deems it necessary, appropriate and in the best interest of the public health, safety, comfort, good order, appearance, convenience and general welfare to amend the regulations as set forth in this Ordinance.

NOW THEREFORE, BE IT ORDAINED BY HIGHLANDS COUNTY, FLORIDA, after due notice and public hearing, that:

SECTION 1. LEGISLATIVE FINDINGS AND INTENT. Highlands County has complied with all requirements and procedures of the Florida law in processing this Ordinance. The above recitals are hereby adopted.

SECTION 2. AMENDING CHAPTER 12, LAND DEVELOPMENT REGULATIONS, ARTICLE 5, DISTRICTS AND SUPPLEMENTARY DISTRICT REGULATIONS, DIVISION 2, DISTRICT REGULATIONS. Highlands County Code of Ordinances, Chapter 12, Land Development Regulations, Article 5, Districts and Supplementary District Regulations, Division 2, District regulations, is hereby amended as follows:

Note: Underlined words constitute additions to existing text, ~~strikethrough~~ words constitute deletions to existing text, and asterisks (***) indicate omitted parts which are intended to remain unchanged.

Section 12.05.200. - AU Agricultural District.

***

C. **Limitations on uses**. The following limitations n uses in this district shall apply:

***

2. ~~The raising of h~~ Hogs or poultry shall not be placed, kept or permitted within 100 feet of any dwelling under separate ownership or within 50 feet of residentially zoned property or within 50 feet of any lot line.

***

F. **Special exceptions**. Permissible in this district by the BOA after public hearing and subject to appropriate conditions and safeguards are:

***

9. Boat ~~yard, boat~~ storage, service, repair or building~~,~~; marine railway marina~~,~~; mooring and operations incidental thereto;

***

39. Placement of a fully enclosed, detached garage on a vacant lot as an accessory to a principal residential structure which is located on a lakefront lot of record. The principal residential structure lot and the detached garage lot shall have the same owner(s) and shall be located directly across the street from one another, as measured by extending one or both of the side lot lines across the street. The detached garage shall meet the minimum yard requirements for this zoning district, and shall be designed, constructed and at all times maintained architecturally similar to the principal residential structure, including similar roof style, material, paint

color(s), and/or siding, regardless of whether or not one of the structures is taller than the other. Further, in consideration for the granting of the special exception, the owner(s) shall record a covenant encumbering the title to the properties which states the owner(s) and any successors in ownership shall not allow the detached garage lot to be sold, leased, or conveyed separately from the lakefront lot upon which the principal residential structure is located. For the purposes of this Section, the term "lakefront" shall exclude streams, rivers, and manmade ponds and canals.

Section 12.05.201. - EU Estate District.

***

D. **Special exceptions.** Permissible in this district by the BOA after public hearing and subject to the appropriate conditions and safeguards are:

***

7. ~~Reserved.~~ Placement of a fully enclosed, detached garage on a vacant lot as an accessory to a principal residential structure which is located on a lakefront lot of record. The principal residential structure lot and the detached garage lot shall have the same owner(s) and shall be located directly across the street from one another, as measured by extending one or both of the side lot lines across the street. The detached garage shall meet the minimum yard requirements for this zoning district, and shall be designed, constructed and at all times maintained architecturally similar to the principal residential structure, including similar roof style, material, paint color(s), and/or siding, regardless of whether or not one of the structures is taller than the other. Further, in consideration for the granting of the special exception, the owner(s) shall record a covenant encumbering the title to the properties which states the owner(s) and any successors in ownership shall not allow the detached garage lot to be sold, leased, or conveyed separately from the lakefront lot upon which the principal residential structure is located. For the purposes of this Section, the term "lakefront" shall exclude streams, rivers, and manmade ponds and canals.

***

Section 12.05.210. - R-1A Residential District.

***

D. **Special exceptions.** Permissible in this district by the BOA after public hearing and subject to appropriate conditions and safeguards are:

1. Any special exception in EU district except the keeping or pasturing of livestock or animals ~~the following:~~

~~a. The keeping or pasturing of livestock or animals, and~~

~~b. Central wastewater and water treatment facilities serving more than one development.~~

2. Unattached guesthouse as an accessory to a principal dwelling, provided that the owner shall sign an agreement that such guesthouse will not be used for rental purposes.

3. Raising, keeping, or maintaining up to two (2) caged female chickens (hens) or other domesticated fowl, but not including roosters, so long as the raising, keeping or maintenance does not create a nuisance. The structure housing the animals shall be no less than 25 feet from all property lines, unless a reduced setback is approved at the public hearing and shall under no circumstance shall such structure be located in any front yard.

4. Placement of a fully enclosed, detached garage on a vacant lot as an accessory to a principal residential structure which is located on a lakefront lot of record. The principal residential structure lot and the detached garage lot shall have the same owner(s) and shall be located directly across the street from one another, as measured by extending one or both of the side lot lines across the street. The detached garage shall meet the minimum yard requirements for this zoning district, and shall be designed, constructed and at all times maintained architecturally similar to the principal residential structure, including similar roof style, material, paint color(s), and/or siding, regardless of whether or not one of the structures is taller than the other. Further, in consideration for the granting of the special exception, the owner(s) shall record a covenant encumbering the title to the properties which states the owner(s) and any successors in ownership shall not allow the detached garage lot to be sold, leased, or conveyed separately from the lakefront lot upon which the principal residential structure is located. For the purposes of this Section, the term “lakefront” shall exclude streams, rivers, and manmade ponds and canals.

***

Section 12.05.213. - R-3 Multiple-Family Dwelling including Motel and Hotel District.

***

F. **Minimum yard requirements.** The minimum depth of front and rear yards, width of side yards in this district shall be as follows:

***

2. Side: One or Two-family, seven and one-half feet; all other permitted uses, ten feet, plus three feet for each ten feet or major fraction thereof by which height of building exceeds 22 feet.

***

G. **Maximum density and height of structures.**

1. A one or two-family dwelling shall be permitted on a legal lot of record in this zoning district, and any additional units shall be subject to density regulations as set forth in the Highlands County Comprehensive Plan, ~~The maximum density without central potable water and central wastewater is four dwelling units per acre up to nine dwelling units per acre, pursuant to the requirements of F.S. § 381.0065 and approval of the county health department and the maximum density is 12 units per acre with central potable water and central wastewater,~~ except that assisted living facilities shall be allowed with central potable water and central wastewater not to exceed 30 units per acre.

***

Section 12.05.214. - R-3 NC Non-commercial Multiple-Family Dwelling District.

***

D. **R-3 NC special exceptions.** Permissible by the BO after public hearing and subject to appropriate conditions and safeguards are:

***

7. Raising, keeping, or maintaining up to two (2) caged female chickens (hens) or other domesticated fowl, but not including roosters, so long as the raising, keeping or maintenance does not create a nuisance. The structure housing the animals shall be no less than 25 feet from all property lines, unless a reduced setback is approved at the public hearing, and under no circumstance shall such structure be located in any front yard.

8. Placement of a fully enclosed, detached garage on a vacant lot as an accessory to a principal residential structure which is located on a lakefront lot of record. The principal residential structure lot and the detached garage lot shall have the same owner(s) and shall be located directly across the street from one another, as measured by extending one or both of the side lot lines across the street. The detached garage shall meet the minimum yard requirements for this zoning district, and shall be designed, constructed and at all times maintained architecturally similar to the principal residential structure, including similar roof style, material, paint color(s), and/or siding, regardless of whether or not one of the structures is taller than the other. Further, in consideration for the granting of the special exception, the owner(s) shall record a covenant encumbering the title to the properties which states the owner(s) and any successors in ownership shall not allow the detached garage lot to be sold, leased, or conveyed separately

from the lakefront lot upon which the principal residential structure is located. For the purposes of this Section, the term “lakefront” shall exclude streams, rivers, and manmade ponds and canals.

***

Section 12.05.220. - M-1 Mobile Home Subdivisions District.

***

D. **Special exceptions.** Permissible in this district by the BOA after public hearing and subject to appropriate conditions and safeguards are:

***

3. Raising, keeping, or maintaining up to two (2) caged female chickens (hens) or other domesticated fowl, but not including roosters, so long as the raising, keeping or maintenance does not create a nuisance. The structure to house the animals shall be no less than 25 feet from all property lines, unless a reduced setback is approved at the public hearing, and under no circumstance shall such structure be located in any front yard.
4. Placement of a fully enclosed, detached garage on a vacant lot as an accessory to a principal residential structure which is located on a lakefront lot of record. The principal residential structure lot and the detached garage lot shall have the same owner(s) and shall be located directly across the street from one another, as measured by extending one or both of the side lot lines across the street. The detached garage shall meet the minimum yard requirements for this zoning district, and shall be designed, constructed and at all times maintained architecturally similar to the principal residential structure, including similar roof style, material, paint color(s), and/or siding, regardless of whether or not one of the structures is taller than the other. Further, in consideration for the granting of the special exception, the owner(s) shall record a covenant encumbering the title to the properties which states the owner(s) and any successors in ownership shall not allow the detached garage lot to be sold, leased, or conveyed separately from the lakefront lot upon which the principal residential structure is located. For the purposes of this Section, the term “lakefront” shall exclude streams, rivers, and manmade ponds and canals.

***

Section 12.05.221. - M-1-S Mobile Home and Residential Subdivisions District.

***

D. **Special exceptions.** Permissible in this district by the BOA after public hearing and subject to appropriate conditions and safeguards are the same as R-1~~:~~

~~1. Same as for R-1, except that a guesthouse shall not be a permitted special exception~~.

***

Section 12.05.222. – M-2 Mobile Home Parks District.

***

P. **Additional requirements.**

***

6. A mobile home park shall have a central wastewater disposal system ~~and~~ approved by the Highlands County Health Department and the Florida Department of Environmental Protection.

***

Section 12.05.223. - RV Park (FUD).

***

~~Y. **Required recreation/disaster shelter building** shall be provided if required by section 12.08.120.~~

Section 12.05.224. - CG-1 Campground District.

***

~~J. **License revocation.** In addition to the penalties imposed pursuant to this Code, violation of this section shall constitute grounds for revocation of the county occupational license for the campground.~~

***

Section 12.05.226. - CG-3 Campground District.

***

D. A screen room, vinyl room, cabana room or rigid awning consisting of no more than 500 square feet, without plumbing, ~~and firmly attached to a travel trailer, park model or recreation unit and to the ground so as~~ designed and installed to withstand winds as required by the Florida Building Code and the requirements of Article 16 (Building Code) will be allowed. If the travel trailer, park model, or recreation unit has an exterior area of more than 800 square feet inclusive of the appurtenances listed in subsections 12.05.226.C and 12.05.226.D. then the campsite must have a minimum area of 2,400 square feet;

***

Section 12.05.242. - B-3 Business District.

***

B. **Permitted principal uses and structures in this district are:**

***

~~13. Central wastewater treatment and water treatment facilities serving a single development.~~

~~14. Community residences for the developmentally disabled (see definition 55A).~~

~~15. Continuing care retirement community (see definition 67A).~~

~~16. Convalescent home (see definition 70).~~

~~17. Extended care facility (see definition 114A).~~

~~18. Intermediate care facility (see definition 157A).~~

~~19. Residential health care facility (see definition 250A).~~

***

Section 12.05.252. - I-2 Industrial District.

***

B. **Permitted principal uses and structures in this district are:**

***

~~20. Storage.~~

***

Section 12.05.280. - P Public and Quasi-Public Lands District.

***

F. **Permitted accessory uses and structures** in this district are uses and structures accessory to the permitted principal use, not including living quarters ~~accessory to a permitted use~~.

***

Section 12.05.290. - PD Planned Development District.

***

G. **PD development plan**. Any petition for planned development district zoning shall be accompanied by a professionally prepared master development plan of the development that will convey the general extent and character of the proposed improvements and which shall comply with one of the three following options:

1. **Information required in a PD development plan**. A PD development plan, drawn to acceptable scale, which shall include:

***

h. Traffic analysis: A traffic impact analysis (TIA) study ~~prepared pursuant to Article 13 of this Code~~ as required by the County Engineer.

***

7. Amendments to approved planned development plan: Whenever any application is made to substantially modify the approved PD plan or to undertake a new development on part or all of the property, the application shall be made under the terms and procedures of the PD district. Major amendments to an existing planned development must be approved by the BCC. An individual or cumulative increase in density or intensity of less than one percent does not require an amendment. Minor amendments to an existing planned development may be approved by the development services director. Minor changes include the following:

***

b. Internal realignment of rights-of-way, other than a relocation of access points to the PD itself, except as provided for in this Section, where there is no net reduction of the size of conservation/preservation areas or required easements;

c. Relocation of access point(s) when the new location is on the same property line and/or roadway as approved in the original PD, and only if

deemed necessary by the County Engineer or other government agency responsible for determining driveway location(s) or issuing driveway permit(s). A letter from the County Engineer or other government agency indicating the necessity of the relocation shall be provided by the Applicant to the Development Services Director;

~~c~~d. Relocation of building envelopes where there is no encroachment upon required conservation or preservation areas and no reduction in the setbacks between the buildings and perimeter boundary lines;

~~d~~e. Relocation of swimming pools, clubhouses, or other recreation or other common facilities when such relocation will have no net impact on adjacent properties or land uses; and

~~e~~f. Relocation, reduction, or reconfiguration of lakes, ponds, or other water facilities subject to the submittal and approval of revised water management plans.

***

SECTION 3. AMENDING CHAPTER 12, LAND DEVELOPMENT REGULATIONS, ARTICLE 5, DISTRICTS AND SUPPLEMENTARY DISTRICT REGULATIONS, DIVISION 3, SUPPLEMENTARY DISTRICT REGULATIONS. Highlands County Code of Ordinances, Chapter 12, Land Development Regulations, Article 5, Districts and Supplementary District Regulations, Division 3, Supplementary District Regulations, is hereby amended as follows:

Note: Underlined words constitute additions to existing text, ~~strikethrough~~ words constitute deletions to existing text, and asterisks (***) indicate omitted parts which are intended to remain unchanged.

Section 12.05.300. – Accessory uses and detached accessory structures in residential districts and in the AU district on lots that are one acre or less in size.

A. **All customary accessory uses and detached buildings will be incidental and shall:**

***

3. Accessory structures shall not be taller than the principal structure, unless it is architecturally similar to the principal structure, including similar roof style and material, and shall not exceed twenty-four feet (24 ft.) in height. For the purposes of this section, height shall be measured from the established grade at the center of the front of the building to the peak of the roof.

***

Section 12.05.307. Base building lines established.

Base building lines are hereby established for all districts whereby no building or structure shall be constructed or erected closer than 15 feet from the street or road right-of-way line, unless said right-of-way line is a platted alleyway less than 15 feet in width and is not used for frontage, in which case no structure shall be constructed or erected closer than 7.5 feet from the street or right-of-way line. If a future right-of-way has been established and recorded, the recorded and proposed right-of-way shall be used for establishment of setbacks and base building lines.

Section 12.05.310. - Boats, boathouses, and docks.

***

M. These rules apply to the construction of docks, for which a permit from the Florida Department of Environmental Protection is not required ~~by reason of Section 403.813(2)(b), Florida Statutes~~, which have five hundred (500) square feet or less of over-water surface area and are located in an area designated as Outstanding Florida Waters or one thousand (1,000) square feet or less of over-water surface area and are located in an area which is not designated as Outstanding Florida Waters. No building permit shall be issued for a dock for which a permit or letter of consent from the Florida Department of Environmental Protection is required until that permit or letter of consent has been issued.

Section 12.05.316. - Keeping and maintaining animals including exotic and wild animals.

***

E. ~~Reserved.~~ It shall be unlawful for any person to keep or maintain any household pet(s) on an otherwise vacant property, unless they are the occupant of a dwelling on an abutting or adjoining property.

F. ~~This section~~ Subsections A-D of this Section shall not apply to:

***

Section 12.05.317. - Unity of title agreement.

In order to meet minimum area requirements and in other instances when it is deemed necessary for compliance with ~~zoning~~ these regulations for the owner of adjacent lots or parcels to execute an agreement whereby such lots or parcels shall be considered an undivided parcel for zoning or development purposes, a "unity of title agreement" shall be required to be executed by the owner and recorded in the public records of Highlands County. This agreement shall be considered to be a restriction running with the land and

shall bind the heirs, successors and assigns of the owner, and shall not be dissolved unless done so by the County Administrator or his or her designee.

Section 12.05.318. - Waivers.

***

A. **Purpose and intent**. The intent of this section is to establish a fair procedure by which the development services director may provide relief to owners of land by granting an administrative waiver of certain restrictions of this chapter when doing so does not endanger or cause detriment to the health, safety, or welfare of the adjacent property owners, neighborhood or general public. The development services director may authorize waivers for the following:

***

5. ~~Placement of a fully enclosed, detached garage on a vacant lot as an accessory to a residence located on a lakefront lot of record. For the purposes of this Section, the term "lakefront" shall exclude streams, rivers, and manmade ponds and canals. Said lots shall have the same owner(s), and be located directly across the street from each other, as measured by extending one or both of the side lot lines across the street. The detached garage shall meet the minimum yard requirements for the zoning district in which it is located, and shall be constructed and designed architecturally similar to the principal structure, including similar roof style, material, paint color(s), and siding, regardless of whether or not it is taller than the principal structure. Further, the owner shall be required to execute and record an agreement in consideration for the granting of the waiver, which states the owner(s) and any successors in ownership of that vacant lot on which the detached garage is constructed shall not allow the lot to be sold, leased, or conveyed separately from the lakefront property.~~ Placement of an accessory structure taller than the principal structure, without being architecturally similar to the principal structure, and shall not exceed twenty-four feet (24 ft.) in height.

SECTION 4. AMENDING CHAPTER 12, LAND DEVELOPMENT REGULATIONS, ARTICLE 5, DISTRICTS AND SUPPLEMENTARY DISTRICT REGULATIONS, DIVISION 4, YARDS. Highlands County Code of Ordinances, Chapter 12, Land Development Regulations, Article 5, Districts and Supplementary District Regulations, Division 4, Yards, is hereby amended as follows:

Note: Underlined words constitute additions to existing text, ~~strikethrough~~ words constitute deletions to existing text, and asterisks (***) indicate omitted parts which are intended to remain unchanged.

Section 12.05.401. – Encroachments into yards.

***

M. Propane tanks which are not regulated by State or Federal agencies may be located within any required side or rear yard if completely underground or otherwise may be located no closer than five (5) feet to the side or rear lot line. Propane tanks shall not be located in or encroach into any easement.

N. The Development Services Director may approve a minor reduction to minimum setbacks or yard requirements, not to exceed 10% of the required setback or yard. The request shall be made on a form provided by the County and shall be accompanied by a site plan and boundary survey, if required, showing all existing structures and any proposed structures related to the request. If approved, the approval shall only apply to the specific structure(s) listed on the request form and indicated on the site plan.

Section 12.05.403. Provision of yards for residential uses in nonresidential districts.

Where a lot or a portion of a lot in a nonresidential district is utilized for a permitted residential use, yards shall be required as follows:

A. ~~Residential use only principal use on lot, f~~Front, side and rear yards for particular residential use involved as specified for lots in R-3 districts.

~~B. Residential use on first or ground floor along with a principal nonresidential use on same floor, rear yard and side yards extending to rear yard for portion of lot occupied by residential use.~~

~~C. Residential use located above principal nonresidential use, rear yard and side yards, provided side yards may begin at level of lowest floor used for residential purposes and a side yard is not required on street side of lot.~~

~~D~~B. Lots used for hotels and motels are not required to provide any more or greater yards than would be required for a nonresidential use on the particular lot involved.

SECTION 5. IMPLEMENTING ADMINISTRATIVE ACTIONS. The County Administrator is hereby authorized and directed to take such actions as are deemed necessary and appropriate in order to implement the provisions of this Ordinance. The County Administrator may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such County employees as deemed effectual and prudent.

SECTION 6. SAVINGS CLAUSE. All prior actions of the Board of County Commissioners of Highlands County pertaining to the revisions to Highlands County Code of Ordinances, Chapter 12, Land Development Regulations, as set forth herein are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 7. SEVERABILITY. The divisions, sections, subsections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph, subsection, section, or divisions of this ordinance shall be declared invalid, unconstitutional or unenforceable by the valid judgment or decree of a court of competent jurisdiction, such invalidity, unconstitutionality or unenforceability shall not affect any of the remaining phrases, clauses, sentences, paragraphs, subsections, sections, and divisions of this ordinance.

SECTION 8. CODIFICATION AND SCRIVENER'S ERRORS.

A. Sections 2 through 4 of this Ordinance shall be codified in the Highlands County Code of Ordinances and the sections, divisions and provisions of this Ordinance may be renumbered or re-lettered as deemed appropriate by the codifier of the Highlands County Code of Ordinances.

B. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the County Administrator and County Attorney, may be corrected with the endorsement of the County Manager, or designee, without the need for a public hearing.

SECTION 9. CONFLICT. Any ordinance or part thereof in conflict with this Ordinance or any part hereof is hereby repealed to the extent of the conflict.

SECTION 10. EFFECTIVE DATE. This Ordinance shall take effect immediately upon filing with the Department of State.

DONE AND ADOPTED this 15th day of November 2022.

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA

(SEAL)

By: _____
_____, Chairperson

ATTEST:

By: _____
Jerome Kaszubowski, Clerk

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: October 18, 2022

PRESENTER:	**Ingra Gardner, Community Programs Director** **Liz Barber, Legislative Affairs & Grants Coordinator** **Lori DeLoach, Purchasing Manager**
SUBJECT/TITLE:	**Employee Recruitment and Retention Committee presentation of Employee Satisfaction Survey.**

STATEMENT OF ISSUE

This item will update the Board of County Commissioners on the work of the Employee Recruitment and Retention Committee that is making recommendations to the County Administrator.

RECOMMENDED ACTION

This presentation will update the Board of County Commissioners on the results of the Employee Satisfaction Survey and request Director authority to implement Flexible Work Schedules which meet public needs.

Attachments: PRESENTATION Employee Satisfaction Survey II.pptx
PRESENTATION Work Schedule.pptx

Employee Recuitment and Retention Committee

EMPLOYEE SATISFACTION
SURVEY RESULTS

Employee Satisfaction Survey

- Anonymous Likert-Type Scale



Method

Online and Paper Copies

* Spanish and English

Responses

N= 204

199 complete; 5 partial

83% response rate

GIA2

Surveys

Scale of 0 to 5 with “0” being Unacceptable and “5” being Excellent

16 rating questions comprised of two parts:

- How is the County doing?
- How important is it to the employee/respondent

Open-Ended Questions

* 4 Sections
    * Supervisor, Morale, Benefits, and ‘Other’

GIA2 Gardner, Ingrasherese A., 4/21/2022

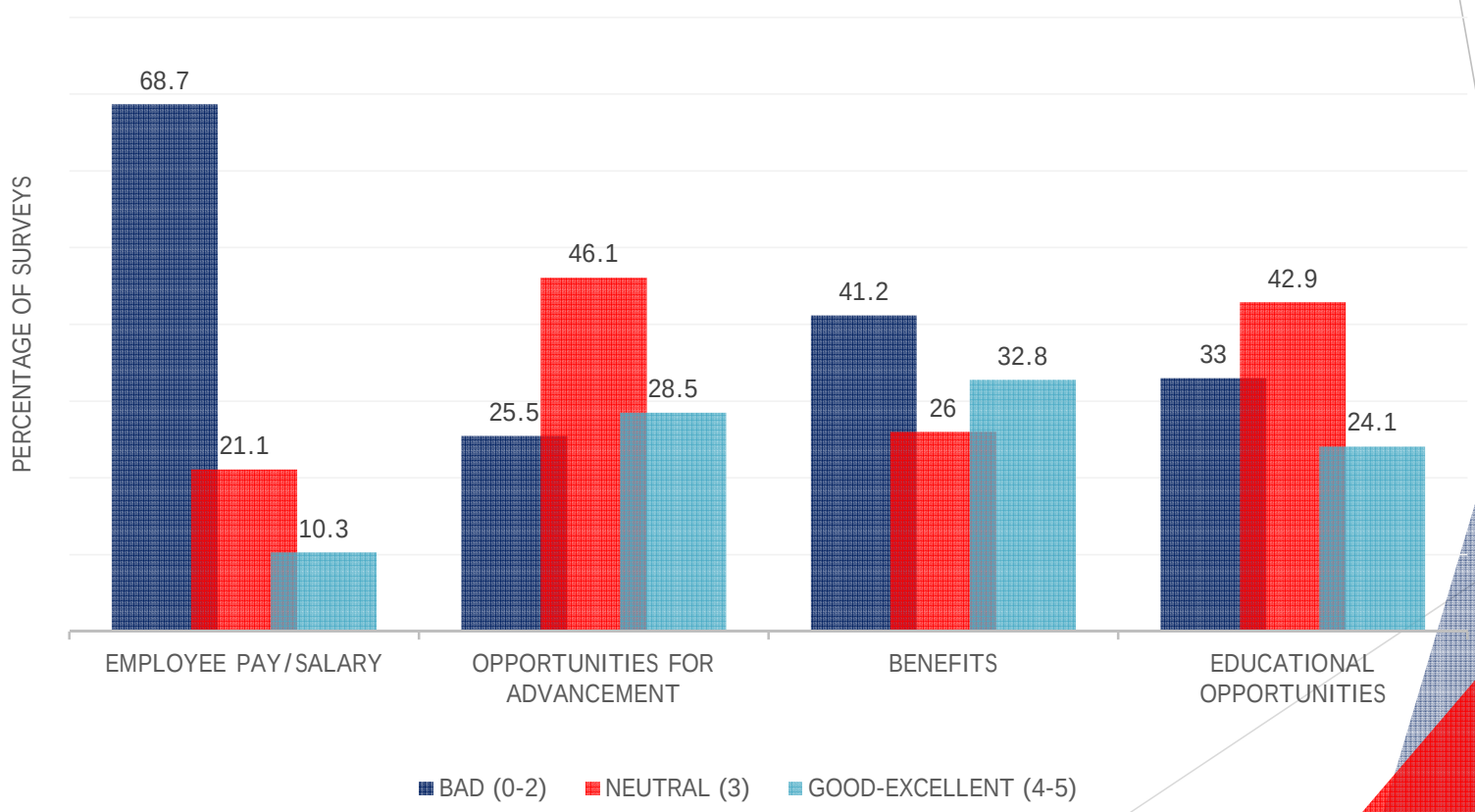
How is the County Doing?

16 key areas

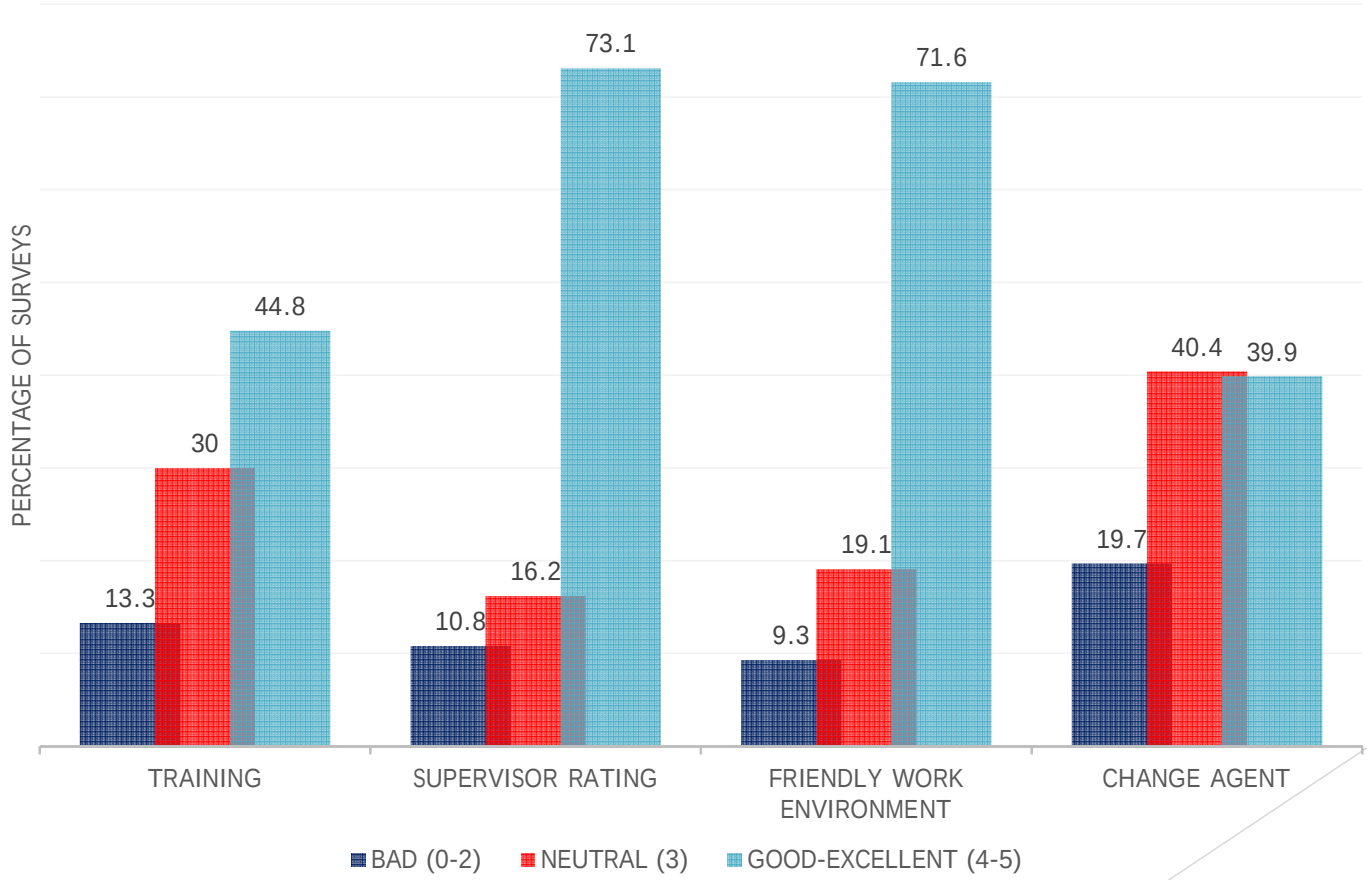
Employee Salary
Opportunities for Advancement
Benefits
Educational Opportunities
Training
Supervisor Rating
Friendly Work Environment
Change Agent
Employee Morale
Performance Evaluations
Job Security
Flexibility in Work Schedule
Job Fulfillment
Receiving Praise
Amount of Leave
Overall Job Satisfaction



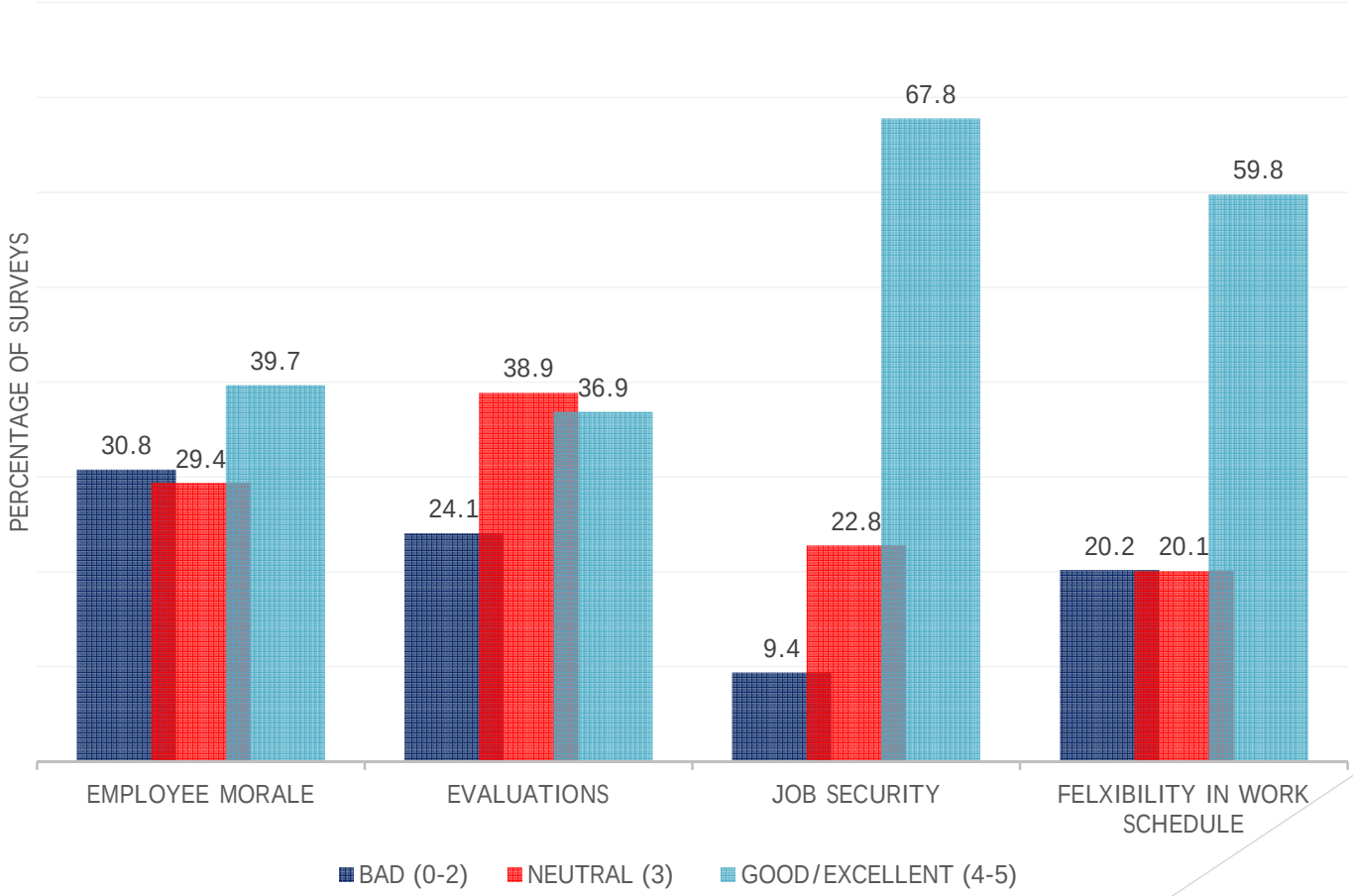
How is the County Doing?



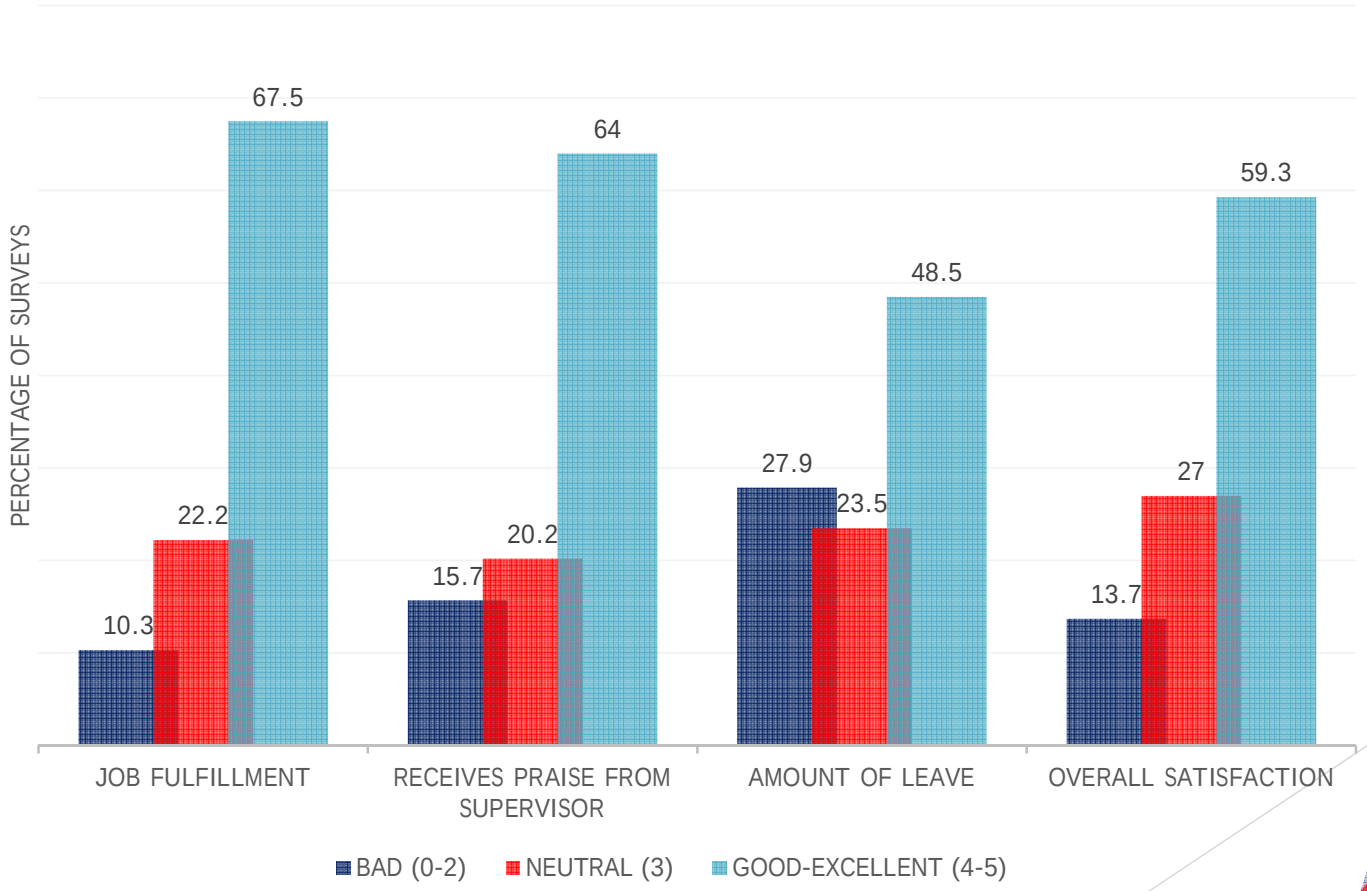
How is the County Doing?



How is the County Doing?



How is the County Doing?

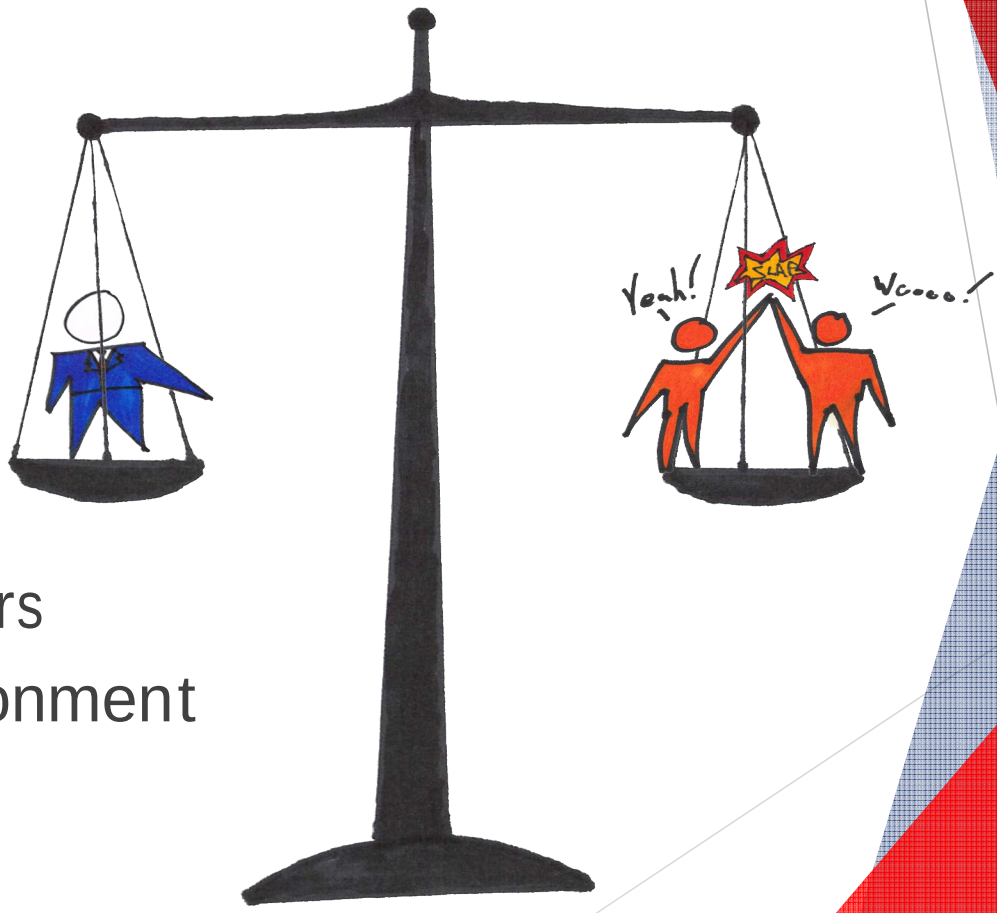


Employee Satisfaction Survey

Key Findings

Opportunities

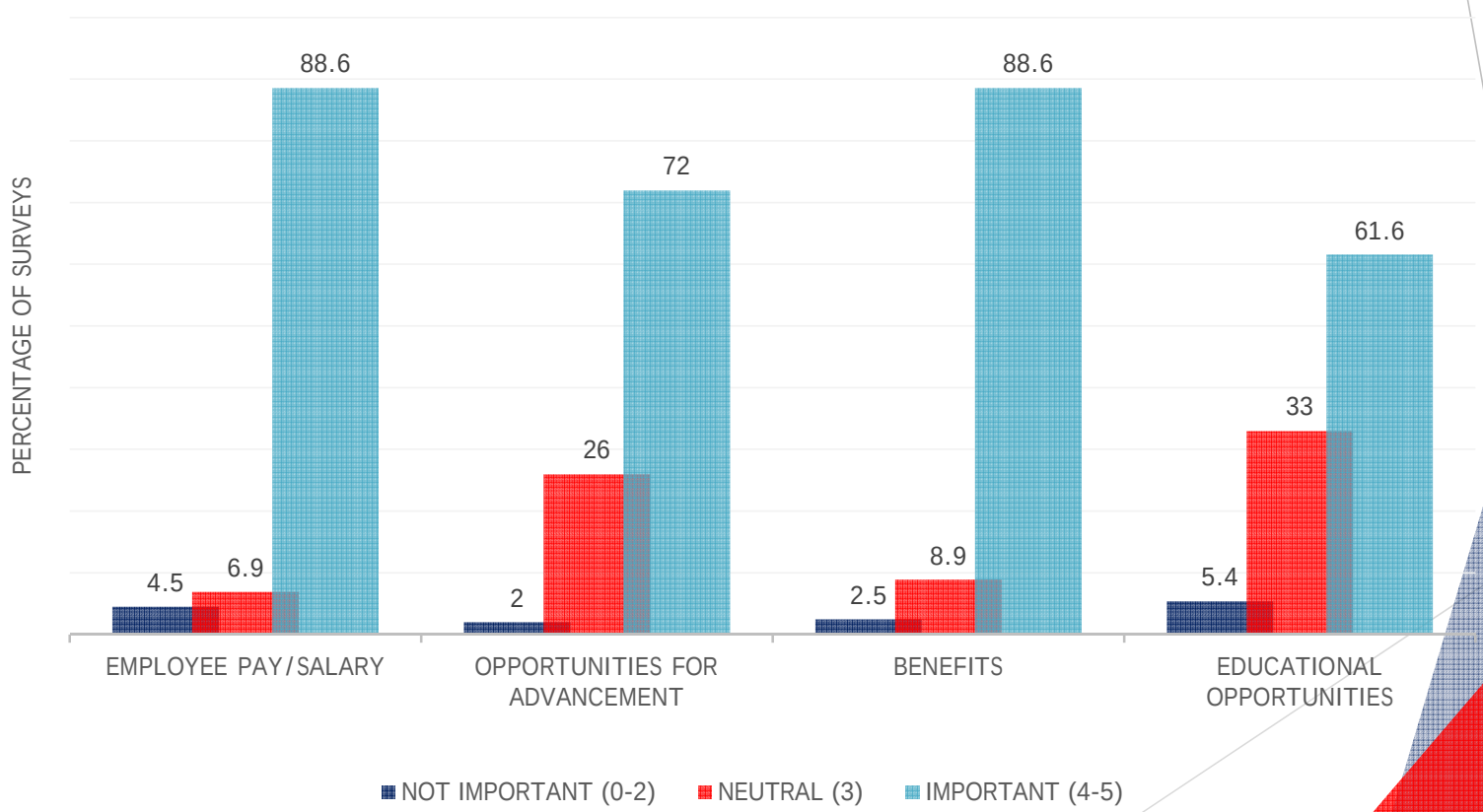
- Salary
- Benefits



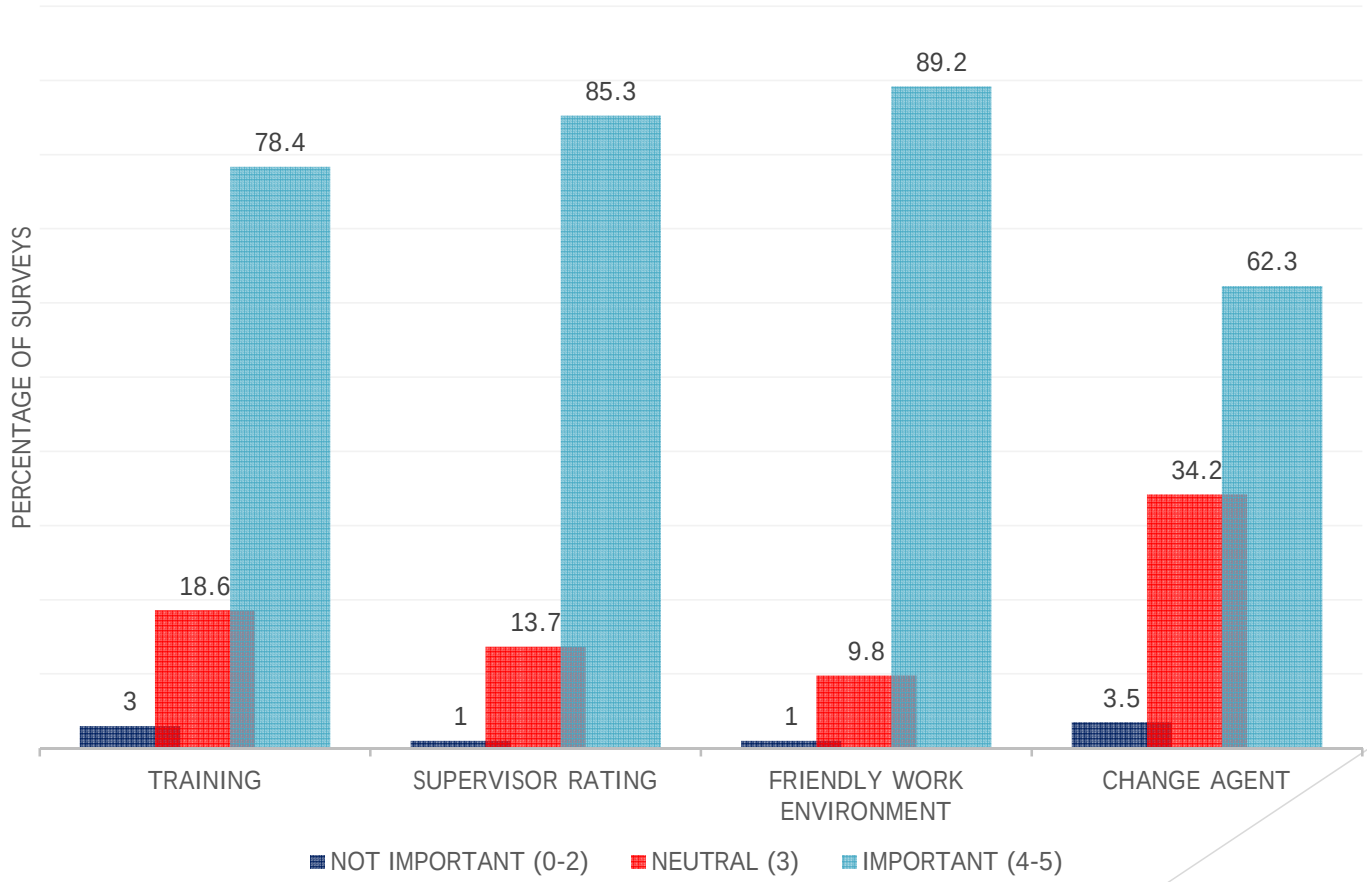
Strengths

- Quality of Supervisors
- Friendly Work Environment
- Job Satisfaction

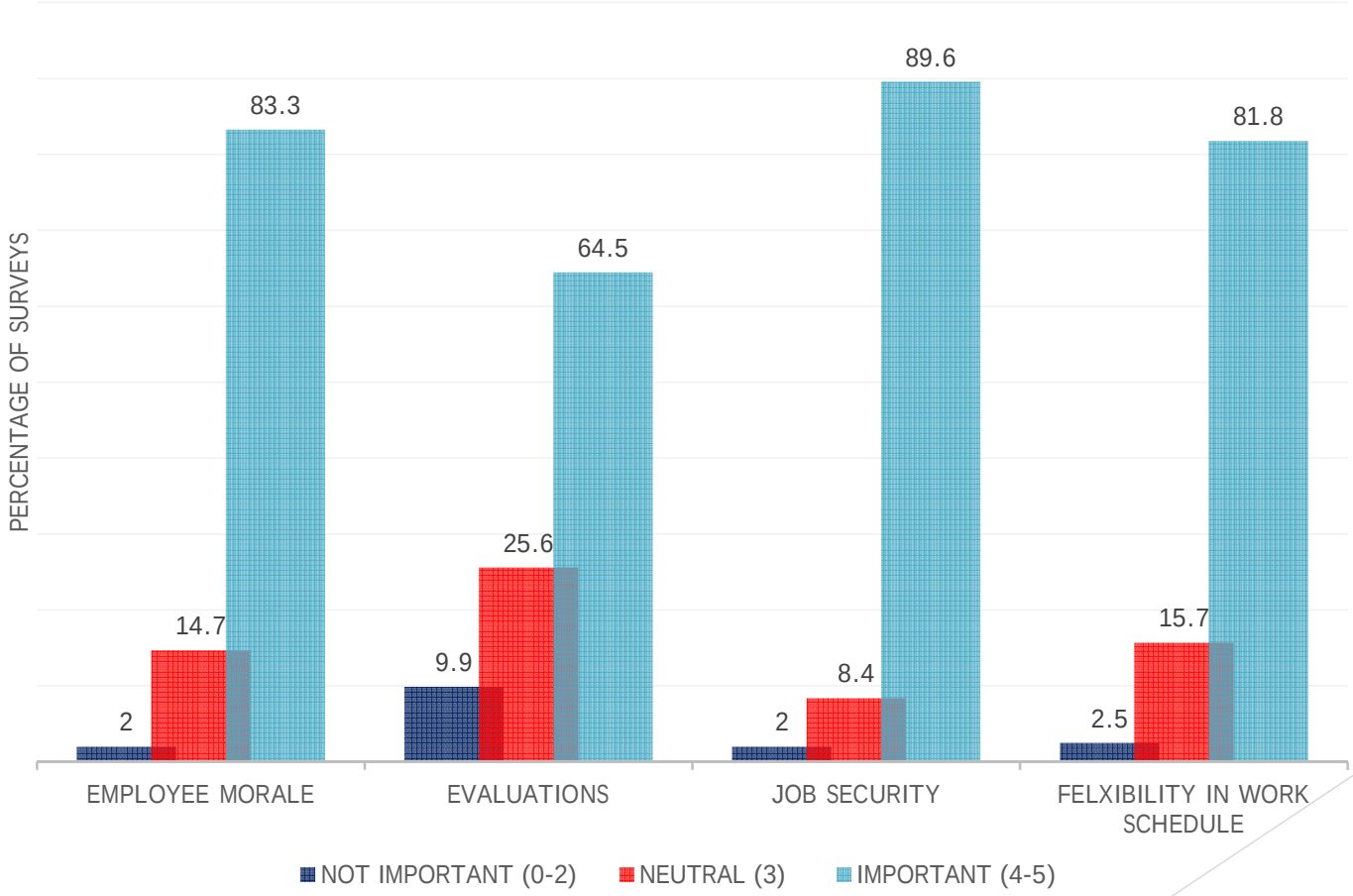
How Important is This?



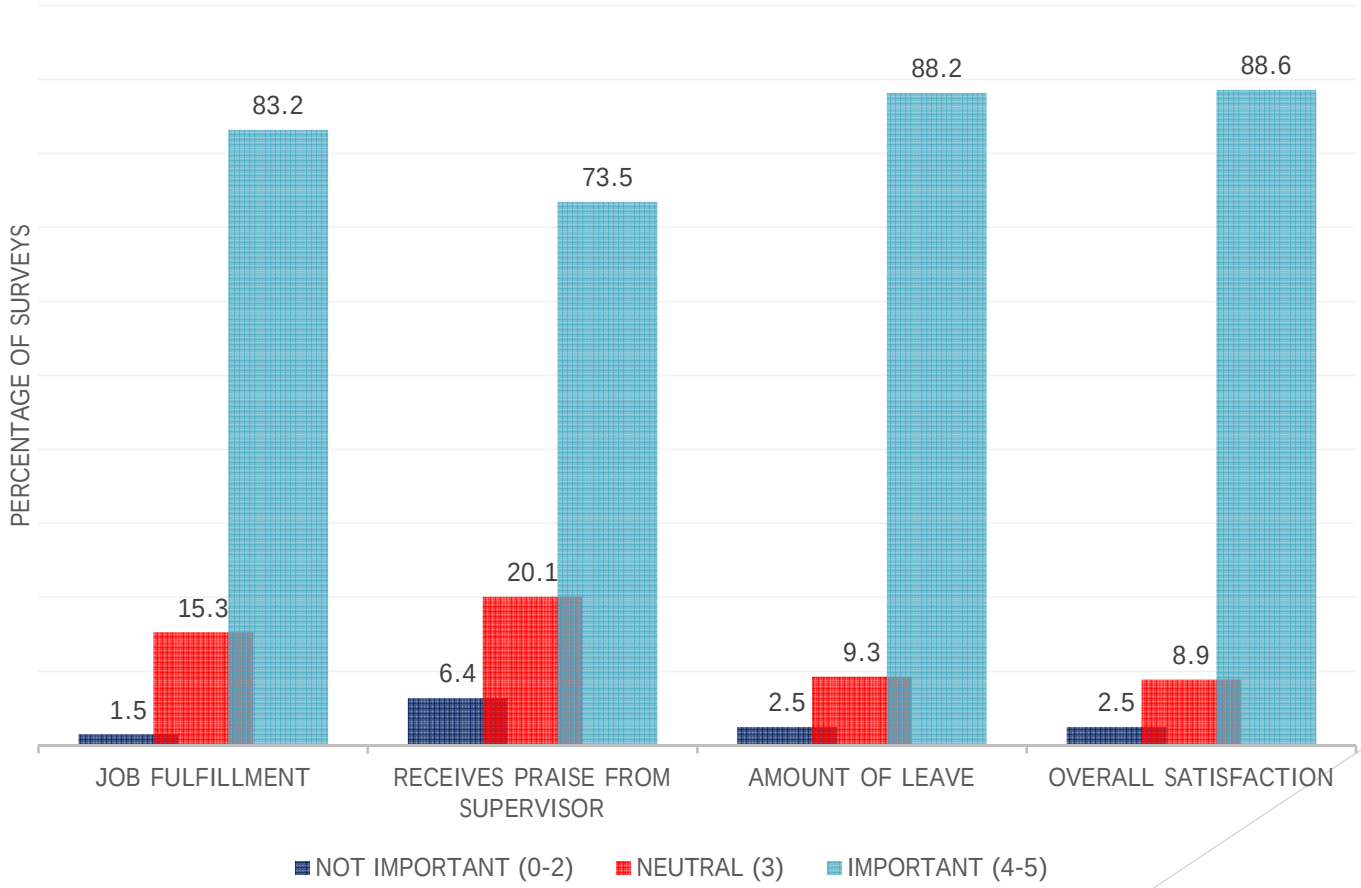
How Important is This?



How Important is This?



How Important is This?



Employee Satisfaction Survey

Key Findings

Job Security is the most important factor for employees (89.6%)

followed by:

- a friendly-work environment (89.2%)
- and salary and benefits (88.6%)

QUESTIONS??



Feasibility Study

Work Schedule Survey Summary

Retention Survey Findings

STRATEGY	RANK	TOTAL POINTS	TYPE*
Flexibility of work schedule (Four 10-hr. days; alternate start/end time; work from home schedules/remote)	1	61	Operational
COLA increases to reflect inflation rates	1	61	Policy
Adding floating holiday(s) (in exchange for those holidays lost)	2	59	Policy
Longevity bonuses or incentives for milestones	2	59	Policy
Review of benefits package	2	59	Operational
Increased opportunities and accessibility of training	3	56	Operational
Creation of parental leave policy	3	56	Policy
Reestablish/funding of employee education assistance program	4	54	Operational
Implement one-time incentives or bonuses paid from cost-savings or lapse funds	5	53	Policy
Reevaluate merit eligibility for non-probationary employees	6	52	Operational
Establish employee appreciation fund for each department	7	49	Operational

9 County Departments

- Administration
- Agricultural Extension
- Business Services
- Community Programs
- Development Services
- Engineering Operations/ Solid Waste Operations
- Parks & Facilities
- Public Safety
- Road & Bridge

County Departments are comprised of the following divisions

Administration (5 Divisions)

1. Public Information Office (PIO)
2. County Administrators
3. Legal Affairs
4. Legal
5. Records

Agricultural Extension (1 Department)

Business Services (6 Divisions)

1. EMS Billing
2. Human Resources
3. Office of Management & Budget
4. Purchasing
5. Risk Management
6. Non-Ad Valorem Assessment

Community Programs (6 Divisions)

1. Children's Advocacy Center
2. Healthy Families
3. Housing
4. Human Services
5. Libraries
6. Veteran Services

Engineering Operations/Solid Waste (8 Divisions)

1. Production
2. GIS
3. Traffic Operations
4. Survey
5. Admin Team
6. Development
7. Solid Waste Liaison
8. Solid Waste

Divisions (continued)

Development Services (6 Divisions)

1. Building
2. Code Enforcement
3. Planning
4. Zoning
5. Tourism Development
6. Economic Development

Public Safety (Defined by type of workers)

- Office Staff
- Emergency Response Personnel

Parks and Facilities (Defined by type of workers)

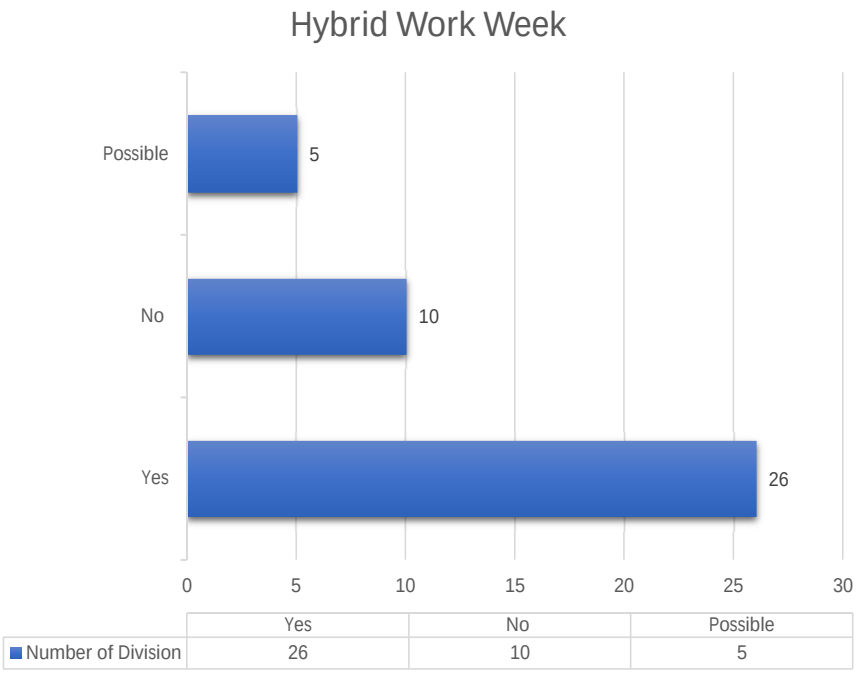
Daily Workers #1
Daily Workers #2
Project Staff
Administrative Assistants

Road & Bridge (3 Divisions)

1. Maintenance
2. Natural Resources
3. Invasive Plant Management

Office (defined as type of workers)

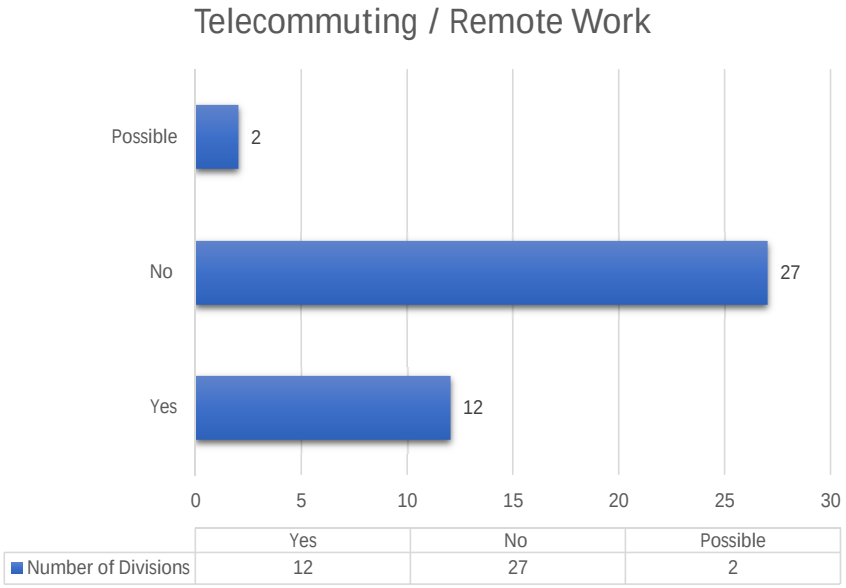
Hybrid Work Week



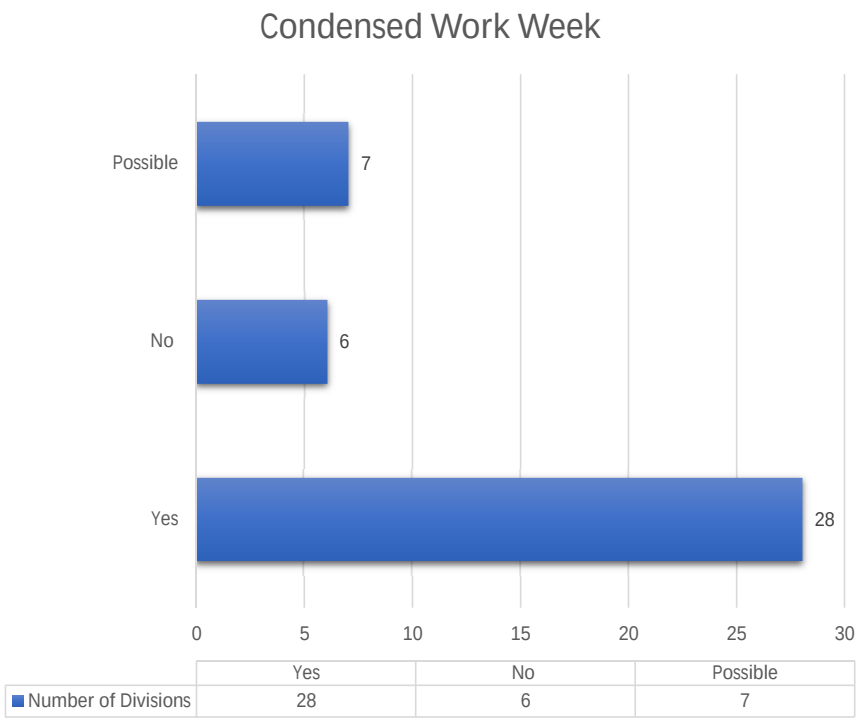
- Have the freedom to work on-site on some days and off-site on others, based on circumstances, objectives, and personal preferences.
  Hybrid work is one of the most flexible work arrangements, completely removing the concept of location by placing the importance on how employees work instead of where they work. Organizations that embrace the hybrid work concept will generally provide a variety of work arrangements for different employees within the same company, with a goal of creating a happier, harder-working workforce through greater autonomy and better well-being.
  Examples: Working onsite a certain number of days a week & Telecommuting for the remaining days of the week; 9 hour days onsite with ½ day remote.

Telecommuting/Remote Work

- Telecommuting is the practice of working from outside of the employer's office or physical workplace. Often it will mean working from home, but it could equally mean working from a public library, co-working space, coffee shop, or anywhere else with public wi-fi, depending on the devices available and the individual company policy.
- One important thing to note is that, according to many definitions, while someone telecommuting will not be working from the physical workplace, they may still need to attend the workplace on occasions, such as for meetings or catch-up sessions. For this reason, telecommuting typically describes off-site work for people who live nearby.
- Example: Working offsite for telework most days, but coming into the office for select onsite meetings.



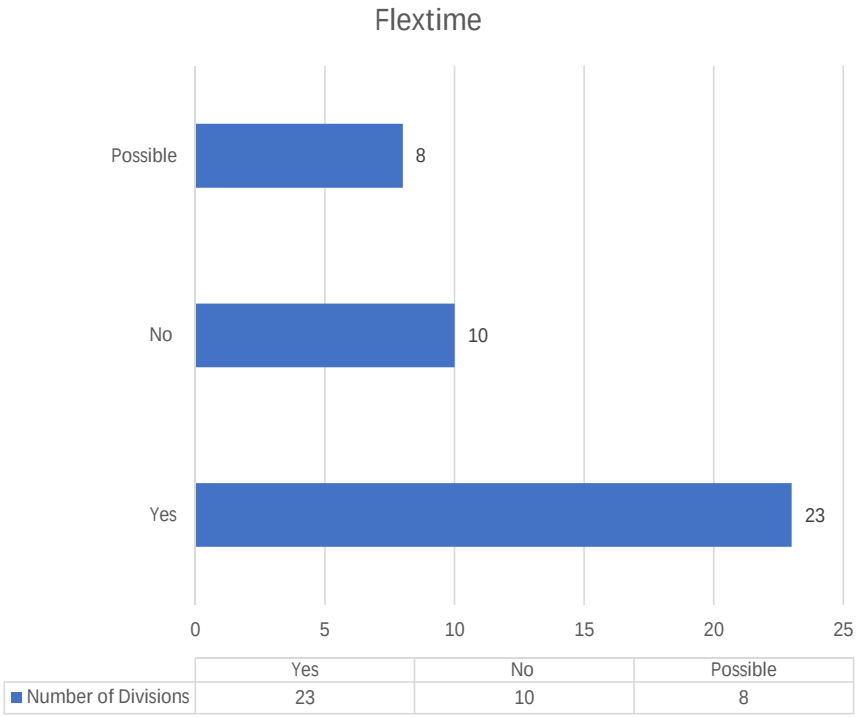
Condensed Work Week



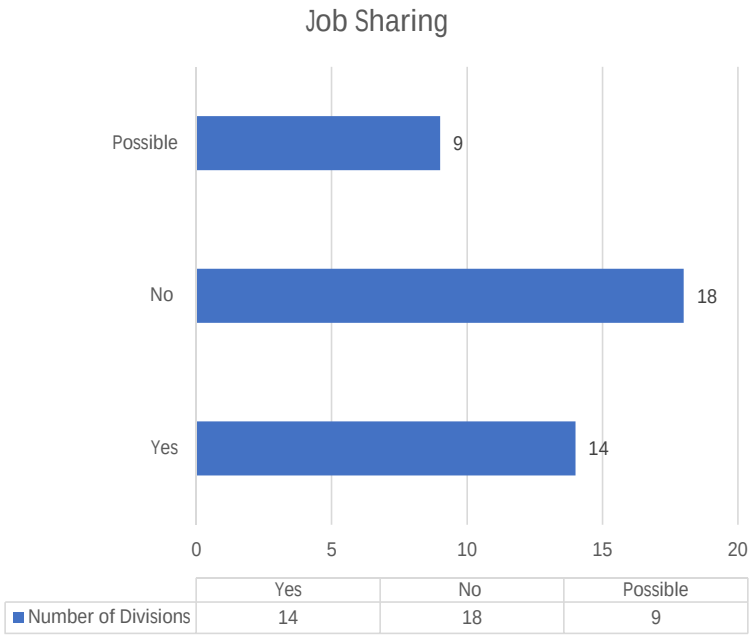
- A condensed workweek, also known as a compressed workweek, is an arrangement where the standard full-time working hours are still worked, but they are condensed down into fewer days than normal. Most often, this will result in a four-day working week rather than a five-day working week, although the exact arrangement may vary.
- One common reason why employees might prefer this arrangement is because it allows for an extended three-day weekend rather than simply having two days off. Nevertheless, some employees might instead opt to have a day off in the middle of the week, allowing them to break the working week up or fit in other tasks.
- Example: Four 10 hour shifts per week

Flextime

- As a basic definition, flextime – also known as flextime – refers to flexible working arrangements where employees are given the freedom to select when their working day begins and ends, as long as they work their contracted number of hours. Most commonly, this means simply adjusting precisely when their daily working hours take place.
- So, for example, rather than working from 9 am to 5 pm each day, an employee may opt to work from 11 am to 7 pm on one day, and from 8 am to 4 pm on another. In some arrangements, workers may also extend their hours on one day to reduce their hours on another, as long as their weekly or monthly contracted hours are met.
- Flextime can be especially useful for employees who might need to fit work around other commitments, such as dropping kids off at school or studying a college course. In some cases, the ability to adjust start and finish times can also assist with their commute, making it easier to access public transport, or avoid rush hour traffic.



Job Sharing



- Finally, job sharing is another flexible work arrangement, where two people are employed on a part-time basis, combining to carry out the work that would otherwise be done by one person employed on a full-time basis.
- For employees, the appeal of job sharing is similar to the appeal of a part-time job, allowing greater flexibility to work alongside other commitments. For employers, it may sometimes be easier to find two people willing to work part-time hours, and theoretically, the amount of work done is the same as if a full-time employee were hired. It can also be beneficial in instances where one employee takes leave, meaning the role can still be fulfilled in some capacity.
- Successful job-sharing arrangements rely on work being divided up cleanly so that everyone knows what they are doing at all times. Good communication between the employees sharing the role – and between the employees and the employer – is also necessary. Aside from greater flexibility, the reduced hours can have benefits in terms of reducing absences and improving well-being, especially in stressful roles.

Questions

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: October 18, 2022

PRESENTER: **David "Matthew" Raulerson, Assistant County Attorney.**

SUBJECT/TITLE: **Request authorization to file and prosecute foreclosure action against property owner of 5801 Granada Blvd., Sebring, Florida 33872.**

STATEMENT OF ISSUE

On May 4, 2022, there was a duly noticed Code Enforcement Special Magistrate hearing held which resulted in a lien being recorded against the property located at 5801 Granada Blvd., Sebring, Florida, owned by 4 J's Group Corp. The lien pertains to Highlands County Code Enforcement Findings of Fact, Conclusions of Law, and Order entered by the Special Magistrate against all real and personal property owned by 4 J's Group Corp., pursuant to Highlands County Code, Article XII, Section 2-351(b). Pursuant to Florida Statutes, Section 162.09, a lien which remains unpaid for after 3 months of its filing may be foreclosed upon, provided the property is not homestead property. Review of the online records of the Highlands County Property Appraiser indicates that the property is not homesteaded.

As such, on September 13, 2022, the County Attorney sent notice to the property owner by regular mail demanding that the property be brought into compliance and the fines associated with the violation on the property be paid in full within 30 days and that failure to do so would result in a request for authorization to initiate foreclosure proceedings.

RECOMMENDED ACTION

Move to authorize the County Attorney to file and prosecute foreclosure action against property owner of 5801 Granada Blvd., Sebring, Florida 33872.

FISCAL IMPACT

The fiscal impact will be $485.00 for filing and processing fees from cost center 6306 (Code Enforcement) and account numbers 53100/53900.

Attachments: 5801 Granada Blvd. Lien.pdf
4 J's Group. Ltr.pdf
5801 Granada.Photos.pdf
5801 Granada Aerial.pdf

OFFICIAL RECORDS FILE#: 2092709 OR BK 2903 PG 1807 PAGES: 2
5/9/2022 2:25:03 PM REC FEES: $0.00
D.C. PGAMEZ JEROME KASZUBOWSKI CLERK OF COURTS, HIGHLANDS CO.

Return this Instrument to:
Petitioner's Name and Address:
Highlands County Code Enforcement
501 South Commerce Avenue
Sebring, Florida 33870

Code Enforcement Special Magistrate for Highlands County, Florida

HIGHLANDS COUNTY,

Petitioner,

v.

4J'S GROUP CORP.,

Respondent(s).

_____/

Case No. CE21080128

Property Address:
5801 GRANADA BOULEVARD
SEBRING, FLORIDA 33870

I certify that this is a true and correct copy of a document maintained by the Highlands County Code Enforcement Division.

Respondent Address:
18739 WEST DIXIE HWY
AVENTURA, FLORIDA 33180

___Respondent Present
__/__Respondent NOT Present
___Represented by Counsel or Other
Name of Representative _____
Written Authorization Received _____
Relationship _____

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER

THIS CAUSE having come before the undersigned Magistrate for Highlands County on the 4th day of May, 2022, and said Magistrate having heard testimony, accepted evidence and being otherwise fully advised in the premises here of finds as a matter of fact that the above named Respondent(s) were properly noticed of the subject proceeding and has found to have violated of the following Highlands County Code of Ordinance(s):

(1) 12.19.305 (general requirements for exterior and interior of structures)

Said violation(s) involve that property located at: (5801 Granada Boulevard, Sebring, Florida 33870, Tax Parcel: C-04-34-28-130-2780-0050) Lot 5, Block 278, Sun 'N Lakes Estates of Sebring Unit 13, according to the map or plat thereof as recorded in Plat Book 9, Page 71, Public Records of Highlands County, Florida.

Case No. CE21080128 -2-
Property Address:
5801 GRANADA BOULEVARD
SEBRING, FLORIDA 33870

The undersigned hereby imposes a fine in the amount of $150.00, to include reimbursement to Highlands County for associated costs in the amount of $185.47. Respondent is hereby ordered to bring the Property into compliance with the aforementioned County Code(s) no later than 5 p.m. on the 3rd day of June, 2022. Failure to comply by the date specified herein will result in the assessment of a civil penalty in the amount of $150.00, for each and every day thereafter that the violation remains.

I certify that this is a true and correct copy of a document maintained by the Highlands County Code Enforcement Division

RESPONDENT MUST CONTACT THE CODE ENFORCEMENT OFFICER LISTED BELOW TO ARRANGE A DATE AND TIME FOR INSPECTION IN ORDER TO VERIFY COMPLIANCE. COMPLIANCE MUST BE VERIFIED IN PERSON AND WILL NOT BE VERIFIED UNTIL REPSONDENT CONTACTS:

Code Enforcement Official
501 South Commerce Avenue
Sebring, Florida 33870
Phone: (863) 402-6641

A certified copy of this Order shall be recorded and once recorded shall constitute a lien against all real and personal property owned by the Respondent(s) and shall bear interest at the maximum rate allowed by law as set forth in Section 687.03, Florida Statutes, as amended from time to time, from the date of its filing pursuant to the Code. Building permits for substantial improvements, other than necessary improvements needed to bring the property into compliance with the Code of Ordinances or to protect the property from further violations, shall not be approved until such time as this Code Enforcement lien, and any other Code Enforcement liens on the subject property or other real and personal property under the same ownership, has(have) been cured.

ANY FUTURE VIOLATION, OF THE SAME CODE OR ORDINANCE AS SET FORTH HEREIN, BY THE ABOVE-NAMED RESPONDENT REGARDLESS OF THE PROPERTY LOCATION IN THE COUNTY'S JURSIDICTION AND WHICH OCCURS WITHIN A PERIOD OF 5 YEARS FROM THE DATE HEREOF MAY BE CHARGED AS A REPEAT VIOLATOR SUBJECT TO A PENALTY OF UP TO $550.00 PER DAY PER, PER VIOLATION.

ORDERED this 4th day of May, 2022, at Highlands County, Florida.

Highlands County, Florida

By: _____
Thomas S. Dolney,
Code Enforcement Magistrate

Copies To:
Code Enforcement Division
Respondent Received Copy _____
Respondent Mailed Copy ____

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
Office of the County Attorney
600 S. Commerce Ave., Sebring, Florida 33870
Office (863) 402-6501 www.highlandsfl.gov

September 13, 2022

SENT BY:

REGULAR U.S. MAIL DELIVERY DATE MAILED SEPTEMBER 13, 2022

4 J'S Group Corp
Attn: Mr. Javier E. Aristizabal
18747 W. Dixie Hwy
Miami, FL 33180

CASE NO: CE21080128

Dear Mr. Aristizabal:

Please be advised that on May 4, 2022, there was a duly noticed Special Magistrate Hearing held which resulted in the attached Findings of Fact, Conclusions of Law, and Order . This Order created the lien recorded against your property by our Highlands County Code Enforcement Special Magistrate, a copy of the lien is enclosed for your review. The Findings of Fact, Conclusions of Law, and Order constitute a lien against all real and personal property owned by you, pursuant to Highlands County Code, Article XII, Section 2-351 (b). The lien accrues daily in the amount of One Hundred Fifty Dollars ($150.00) plus interest. The total amount owed on this lien as of September 13, 2022, is Fifteen Thousand, Four Hundred, Eighty-Five and 47/100 dollars ($15,485.47).

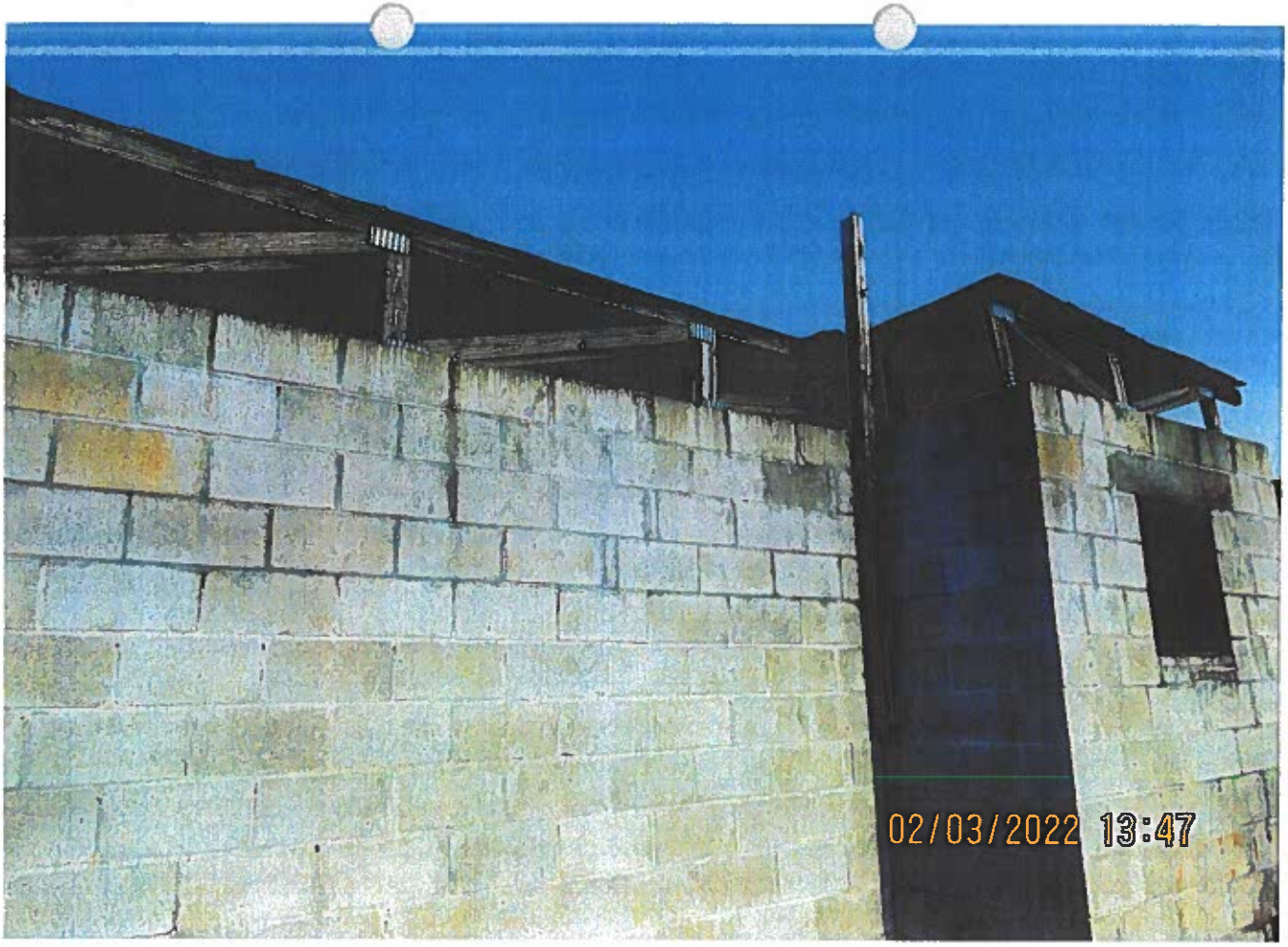
The purpose of this letter is to demand that the fines associated with this property be paid in full and that the property be brought fully into compliance within thirty (30) days from the date of this letter. The failure to bring the property into compliance in the prescribed time, will result in foreclosure proceedings being brought by the County.

Sincerely,

D. Matthew Raulerson
Assistant County Attorney


02/03/2022 13:47

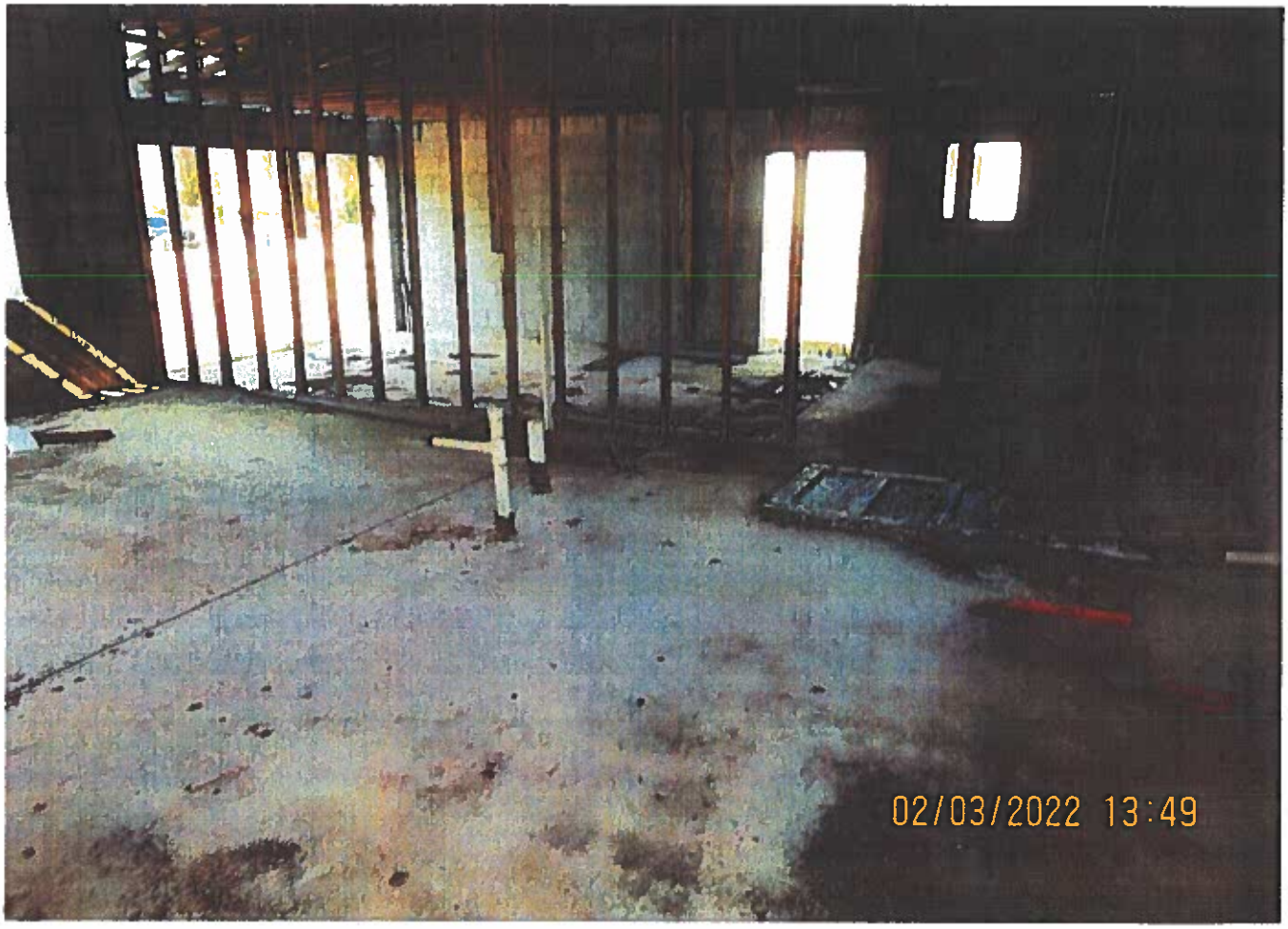

02/03/2022 13:47


02/03/2022 13:47

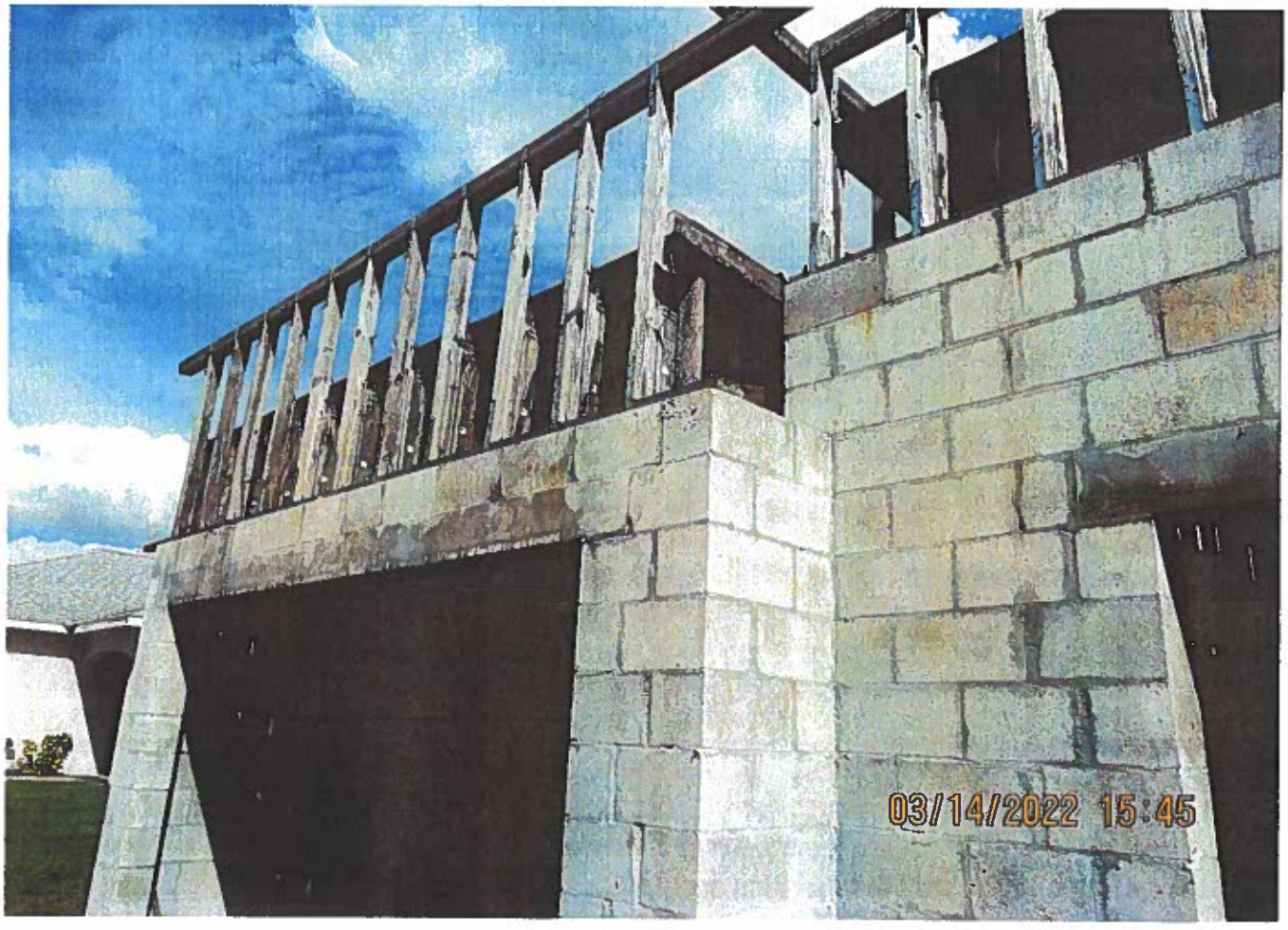

02/03/2022 13:48


02/03/2022 13:49


02/03/2022 13:49

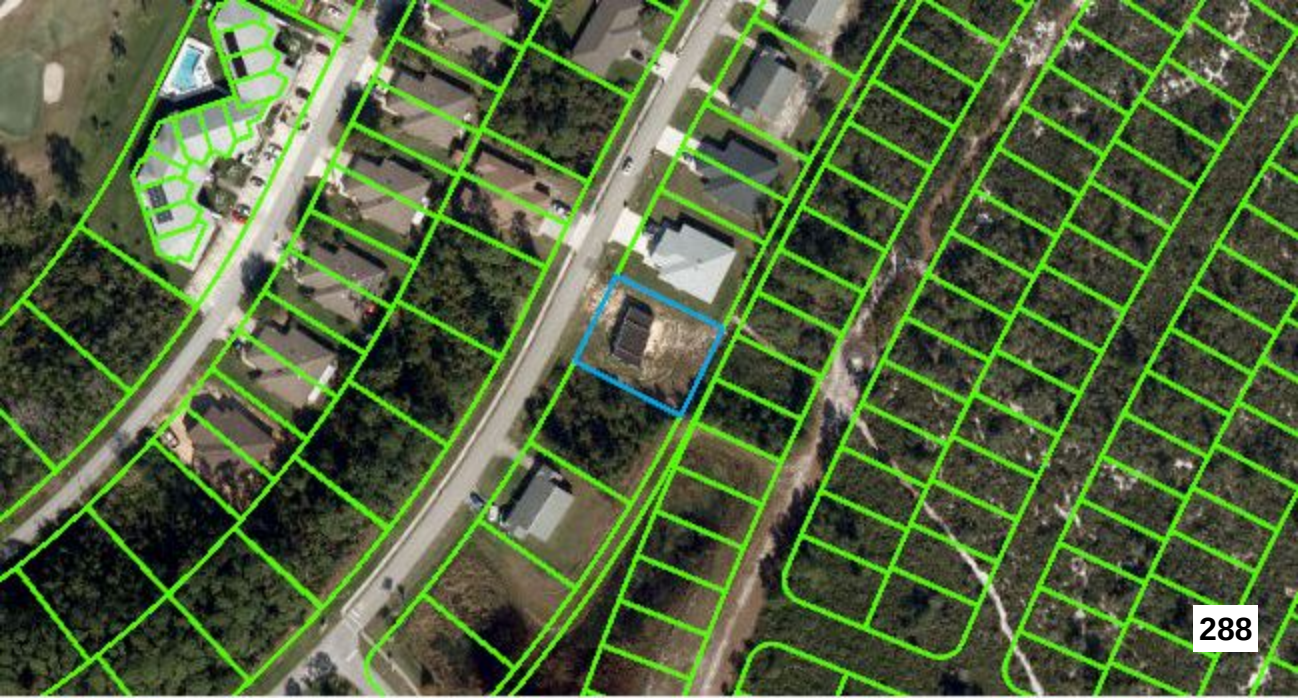

02/03/2022 13:49





Bego Granada


03/14/2022 15:45


288

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: October 18, 2022

PRESENTER:	**Julie Richardson, Children's Advocacy Center Manager**
SUBJECT/TITLE:	**Request approval of The Children's Advocacy Center of Highlands County's National Children's Alliance reaccreditation application due on October 28, 2022 including the Accreditation Agreement, and License Agreement, which need to be authorized by signature by the Chairperson of the Board of Couty Commissioners.**

STATEMENT OF ISSUE

The National Children's Alliance (NCA) Standards for Accredited Members are reviewed through a process coordinated by the Accreditation Department every five years, consistent with the five-year period after which reaccreditation is required. NCA conducts regular reviews of the current Standards to ensure that they reflect relevant advances in evidence- based practices and are clear, concise and set an appropriate threshold.
The application process consisted of gathering data and evidence to ensure that the CAC adheres to all standards in its daily operations.

RECOMMENDED ACTION

Move to approve The Children's Advocacy Center of Highlands County's National Children's Alliance reaccreditation application due on October 28, 2022 including the Accreditation Agreement, and License Agreement, which need to be authorized by signature by the Chairperson of the Board of Couty Commissioners.

FISCAL IMPACT

The Fiscal Impact of the reaccreditation application is $3,000.00 from the general fund (005) of cost center 3995 (Children's Advocacy Center).

Attachments: 2022_Accreditation_Application.pdf

Application: Sebring, Florida

Sarah Rogers - srogers@highlandsfl.gov
2023 CAC Center Application (Accreditation & Reaccreditation)

Summary

ID: 0000000032

Organization Information Page

In Progress - Last edited: Oct 5 2022

Organizational Information

State Abbreviation, City (example: MD, Annapolis)

Please enter this field, following the exact format above, as a way for NCA to identify your application internally.

FL, Sebring

Agency Name:

Highlands County, a Political Subdivision of the State of Florida

Authorized Agency Representative:

Laurie Hurner

Title:

Deputy County Administrator

Physical Address:

1968 Sebring Parkway, Sebring, FL 33870

Mailing Address (if different than above):

(No response)

Phone:

863-402-6845

Email:

cacmanager@highlandsfl.gov

Fax:

863-402-6869

Web Address:

highlandsfl.gov

Board President:

(if the organization is under an Umbrella/Government Agency, please enter the authorized individual/supervisor affiliated with the Umbrella or Government Agency)

Kathleen Rapp

Role/affiliation with CAC:

(i.e. Board President/supervisor of CAC Director on behalf of the Umbrella organization):

Chair, Highlands County Board of County Commissioenrs

If under an Umbrella/Government Agency, please provide the name of the agency:

(No response)

If your agency is part of an Umbrella Program with multiple centers, please explain the relationship for your agency with the other centers and provide the names, addresses and NCA membership status of all the centers:

(No response)

Does your Accredited Member Agency have multiple sites?

No

Are there other CAC/MDTs that have a common service coverage as yours?

No

Applying for:

Re accreditation

Current Membership Status:

Accredited

If your Center is applying for Accreditation for the first time, or is currently at any level of membership other than Accredited member, a letter of support from your state chapter is required. Please upload the letter of support here. New accreditation applications will not be processed, and site reviews will not be scheduled, until this letter of support is received.

Population of Area Served:

106,000

SITE REVIEW PLANNING INFORMATION

Help us prepare for the on-site review of your CAC:

What is your CAC's organizational structure?

Other Government Based CAC

What is your typical case review schedule (i.e. every Wednesday at 2:00, 2nd and 4th Thursdays of the month at 10:00, etc.)?

4th Tuesday of every month at 9:00am

When traveling to your community, which airports are the most convenient and how far away are they?

Orlando International Airport (MCO) is 85 miles away.
Tampa International Airport (TPA) is 99 miles away.

Do you know of any nearby hotels offering the government per diem lodging rate? If so, please provide their names and phone numbers?

Two local hotels, Seven Sebring Raceway Hotel (888-385-6111) and the Inn on the Lakes (800-531-5253), typically offer rates that are lower than the per diem rates.
There is also a Residence Inn Marriott (863-314-9100) that may offer those rates.

Our CAC annual budget is:

Note: If you are part of an umbrella organization such as hospital, county, etc. please, enter the budget specific to your CAC only.

(No response) $647,426.37

Required Signatures

<u>Instructions:</u> to sign in the fields below, click your mouse over the line in the field and drag to write your signature. If you don't see a field, click the "clear" button on the right.

To allow the secondary signatory to sign below, please either share your login information with them, so they may navigate to this page and sign the document, or have them sign from your computer. This will allow them to edit the application and sign the corresponding portion of this signature page below.

Authorized Agency Representative

I certify that the information provided in this application, including the narrative and all other attachments, is accurate:

Board President/Supervisor

I certify that the information provided in this application, including the narrative and all other attachments, is accurate:

Application: Sebring, Florida

Sarah Rogers - srogers@highlandsfl.gov
2023 CAC Center Application (Accreditation & Reaccreditation)

Summary

ID: 0000000032

Multidisciplinary Team Standard

Completed - Oct 5 2022

Standard 1

Standard 1: Multidisciplinary Team- A Multidisciplinary team response to child abuse allegations includes representation from the following:

- **Law enforcement**
- **Child protective services**
- **Prosecution**
- **Medical**
- **Mental health**
- **Victim advocacy**
- **Children's Advocacy Center**

Component 1A:

Does the CAC have a designated CAC staff member who coordinates and facilitates the day-to-day information sharing and activities of the MDT?

Yes

Does the designated CAC staff member who facilitates the MDT have 8 hours of training in team facilitation?

Yes

Required Attachments: Attach documentation of training completion for MDT facilitator.

Facilitator Training.pdf

Filename: Facilitator Training.pdf **Size:** 1.1 MB

Component 1B:

Does the designated CAC staff member who facilitates the MDT have 8 hours of on-going training in child maltreatment and/or facilitation?

Yes

Required Attachments: Attach documentation of on-going training completion for MDT facilitator.

Continuing Education Certificates.pdf

Filename: Continuing Education Certificates.pdf **Size:** 306.7 kB

Component 1C:

Does the CAC/MDT have a written interagency agreement that includes the signatures of authorized representatives of all listed MDT components that clearly commits the signed parties to the collaborative CAC model for its multidisciplinary child abuse intervention response?

Law Enforcement	Yes
Child Protective Services	Yes
Prosecution	Yes
Mental Health	Yes
Medical	Yes
Victim Advocacy	Yes
Child Advocacy Center	Yes

How does the written agreement clearly commit the signed parties to the CAC model for its collaborative multidisciplinary child abuse intervention response? Please briefly explain.

The Interagency Agreement states that all parties of the MDT agrees to adopt the multidisciplinary model put forth in the MDT Protocol for the purposes of child protection. The Interagency Agreement is periodically updated to reflect compliance with current standards and protocols.

Please upload the Signed Interagency Agreement

Fully Executed IA 2019.pdf

Filename: Fully Executed IA 2019.pdf **Size:** 161.8 kB

Component 1D:

Do the CAC/MDT Written Protocols and/or Guidelines Address:

1. The functioning of the MDT.	Yes

Please cite the document and page number where this information can be found.

CAC Protocols; Pages 2-16

2. The roles and responsibilities of each discipline, and their interaction in the CAC, including the MDT facilitator/coordinator.	Yes

Please cite the document and page number where this information can be found.

CAC Protocols; Pages 3-16

3. Developed with input from the MDT, updated and signed by all MDT partner agencies minimally every 3 years.	Yes

Please briefly describe the process.

The CAC Advisory Board, consisting of agency heads or representatives, meets and is asked for input on protocols/guidelines. Upon executing the Interagency Agreement, agency heads are asked to review and sign in agreement to the protocols and guidelines.

4. Reviewed annually, and updated as needed to reflect current practice.	Yes

Please list the date of the most recent signatures.

September 17, 2019

Please upload the CAC/MDT Written protocols and/or guidelines

CAC Protocols 2022.pdf

Filename: CAC Protocols 2022.pdf **Size:** 550.4 kB

If this information is already included in a previously uploaded attachment please list the attachment name and page number.

CAC Protocols; Page 3

Component 1E:

Are all members of the MDT including appropriate CAC staff, as defined by the needs of the case routinely and actively involved in investigations and/or MDT interventions throughout the life of the case?

Yes

Component 1F:

How do CAC/MDT's members participate in effective information sharing that ensures the timely exchange of case information within the MDT, including CAC personnel and consistent with legal, ethical and professional standards of practice?

Members of the CAC/MDT are involved in round table discussions where information regarding cases is shared. Additionally, monthly case reviews are conducted with all participating agencies. All CAC and MDT members adhere to confidentiality policies as required.

Component 1G:

How does the CAC written documentation describe how information sharing is communicated among MDT members and how confidential information is protected?

The MDT protocol dictates MDT information sharing and confidentiality practices. Members of the MDT share information related to each case. The MDT freely and routinely shares information among team members, but does so to the greatest extent during case staffings and case reviews. Additionally, each member of the MDT is required to sign the CAC's Conflict of Interest Disclosure and Confidentiality Agreement, and members attending case reviews acknowledge the confidentiality agreement confirming the protection of information.

Please upload the CAC/MDT policy/procedure for information sharing for all members.

If this information is already included in a previously uploaded attachment please list the attachment name and page number.

CAC Protocols; Page 50

Component 1H:

How does the CAC provide routine opportunities for MDT members to provide feedback and suggestions regarding procedures/operations of the CAC/MDT?

Regularly scheduled case reviews provide an opportunity for team members to provide feedback and suggestions regarding the operations at the CAC. In addition, the CAC conducts bi-annual surveys distributed via QR code or link to assure confidentiality. However, the CAC manager usually does not have to wait for formal meetings or surveys for suggested improvements as agencies are quick to give feedback. The CAC manager maintains an open mind that operations always have room for improvement and will schedule a leadership meeting to facilitate, if the idea is plausible, how it will be implemented, and the impacts to changed protocol.

If yes, please upload your most recent MDT Survey Results.

MDT Survey Results.pdf

Filename: MDT Survey Results.pdf **Size:** 320.7 kB

If yes, how have the findings been used? Please briefly explain.

Feedback is vital to improving the function of the CAC to ensure that all children and families are being served well. Therefore, the findings are used to drive improvement within the center.

How does the CAC review and assess the information provided?

Once the survey closes, the CAC reviews the findings and assesses the areas where improvement is needed and works to address those areas. Additionally, it assesses what areas are working well and seeks practices to ensure that those protocols continue working as such.

Component 1I:

Does the CAC/MDT annually provide or facilitate, relevant training or other educational opportunity focused on issues relevant to investigation, prosecution, and service provision for children and their non-offending caregivers?

Yes

Please briefly explain.

Our CAC provides several opportunities a year for members to have training. Our CAC also sends MDT members to several conferences, including the Krimes Against Kids Conference and the International Symposium on Child Abuse.

Please upload demonstration that the CAC has provided training or other educational opportunities to MDT members focused on issues relevant to investigation, prosecution, and service provision for children and their non-offending caregivers.

SANE x LE training.pdf

Filename: SANE x LE training.pdf **Size:** 78.8 kB

TFCBT_Agenda.pdf

Filename: TFCBT_Agenda.pdf **Size:** 143.2 kB

MDT Partner KAK Letter.pdf

Filename: MDT Partner KAK Letter.pdf **Size:** 339.2 kB

ACEs Webinar sign in sheet 3.6.2020.pdf

Filename: ACEs Webinar sign in sheet 3.6.2020.pdf **Size:** 18.9 kB

If this information is already included in a previously uploaded attachment please list the attachment name and page number.

(No response)

Component 1J:

Does the CAC/MDT provide formal orientation for new MDT members regarding CAC/MDT process, policies and procedures, and code of conduct?

Yes

Please upload demonstration that the CAC has provided formal orientation for new MDT members regarding CAC/MDT process, policies and procedures, and code of conduct.

Sign in Sheet.pdf

Filename: Sign in Sheet.pdf **Size:** 44.1 kB

MDT Orientation.pptx

Filename: MDT Orientation.pptx **Size:** 6.6 MB

Conflict of Interest and Confidentiality Disclosure Agreement.docx

Filename: Conflict of Interest and Confidentiality Disclosure Agreement.docx **Size:** 23.3 kB

Information and Confidentiality Policies and Procedures.docx

Filename: Information and Confidentiality Policies and Procedures.docx **Size:** 24.2 kB

Code of Conduct 2022.pdf

Filename: Code of Conduct 2022.pdf **Size:** 72.6 kB

If this information is already included in a previously uploaded attachment please list the attachment name and page number.

(No response)

Midwest Regional
CHILDREN'S ADVOCACY CENTER

Certificate of Completion

This is to certify that

Mercedes McNew

participated in the Midwest Regional Children's Advocacy Center activity titled

Core Concepts for Team Facilitation

on

07/29/2022

Project Director
www.mrcac.org

OJJDP

SOUTHERN REGIONAL
Children's Advocacy Center

Certificate of Completion

is awarded to

Mercedes McNew

for successfully completing

Cultivating the Role of Team Facilitator

5.75 hour training

09/01/2021

Karen Hangartner, Project Director
Southern Regional Children's Advocacy Center

Chris Newlin, Executive Director
National Children's Advocacy Center

The Ruth Handley's Children's Advocacy Center of Highlands County

Presents: Law Enforcement and SANEs Join Forces

Date: January 12,2022

Location: CAC LG Conf Rm

Facilitator: Sherry Britton-Susino, MSN, RN, SANE-A, SANE-P

Name	Organization	Phone	Email	Title
1. SarahBeth Rogers	CAC	x8 3 68558	srogers@highlandfl.gov	Manager
2. ARIANNA DEARCE	HCSO	863 402 7353	adearce@highlandssheriff.org	DETECTIVE
3. Meghan Williams	HCSO	863 402-7341	mewilliams@highlandssheriff.org	Detective
4. ALEXANDRA BROCK	HCSO	(863) 402-7354	abrock@highlandssheriff.org	DETECTIVE
5. JAMIE DAVIDSON	HCSO	8634027322	JDAVIDSON "	LT
6.				
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17.				
18.				

Page Subtotal:_____

Total Participants: 5

Date: 1/12/22

1hr of training

TF-CBT Training Agenda

Trauma-Focused Cognitive Behavioral Therapy is a short term, evidence-based treatment for children, ages 3-18, who have experienced trauma and their caregivers.

Training Dates: May 27-29, 2020 (8am-12pm each day; virtual training)

National Trainer: Alison Salloum, PhD

Learning objectives:
Learn about TF-CBT as an evidence-based treatment for childhood trauma
Identify appropriate cases for TF-CBT using screening and assessment tools
Understand the rationale of each TF-CBT component
Learn how to implement the TF-CBT treatment components

Agenda

Day 1
What are types of trauma
Understand the impact of trauma
Utilizing standardized instruments to assess for trauma
Engaging families in treatment
Identify appropriate cases for TF-CBT
Evidence on TF-CBT
Overview of TF-CBT values and components
Safety
TF-CBT Pacing/Structure
Treatment fidelity
Psychoeducation

Day 2
Parenting Skills
Relaxation
Affect Modulation
Cognitive Processing

Day 3
Trauma Narrative
Multiple Traumas
Cognitive Processing
In vivo mastery of trauma reminders
Conjoint parent-child session
Safety skills
Self-care

Reference
Cohen, J. A., Mannarino, A.P., Deblinger, E. (2017). Treating trauma and traumatic grief in children and adolescents (2nd edition). New York, NY: Guilford Press.

This training is hosted by the Ruth E. Handley Children's Advocacy Center of Highlands County; supported by Agreement No. K04798 awarded by the State of Florida, Office of the Attorney General and the Florida Network of CACs.



MDT Partner:

Thank you for joining us at this year's Krimes Against Kids Conference. Below is all the information you will need for the conference- August 7th- 9th.

The conference will be held on location at the Disney's Coronado Springs Resort.

Disney's Coronado Springs Resort

1000 West Buena Vista Drive

Lake Buena Vista, FL, 32830
(407)939-1000

Your room confirmation number is:

The Conference begins at 10:30 am, the FNCAC registration desk will open at 8:30am Wednesday. The CAC has made your hotel reservation. At check-in, you will be asked to present the County's Tax Exemption Form and a credit card for any incidentals. Please ensure that Luzed or I receive a copy of your folio upon check-out. Parking at the resort is included in our registration and hotel rate.

If you have any questions or need help, Luzed Cruz will be on site, her cell phone number is (813)442-1522.

CAC of Highlands County_ Multidisciplinary Team Training

Title: Adverse Childhood Experiences (FADAA)	Type: Webinar	Date: 03/06/2020

Name	Agency	E-mail	Initials
Dr. Nawal Aboul-Hosn	School Board of Highlands County	aboulhon1@highlands.k12.fl.us	
Tina Harmon	CARD	tgharmon@usf.edu	
Luzed Cruz	CAC of HC	lcruz@highlandsfl.gov	
Bernadette Hansen	CAC of HC	bhansen@highlandsfl.gov	
Megan Renz	TCHS	mrenz@tchsonline.org	
Aisha Alayande	DFH	aalayande@drugfreehighlands.org	
Jamie Davidson	HCSO-SVU	jdavidson@highlandssheriff.org	
Marisa Stam	CSC/SFP	marisa@selamtafamilyproject.org	
Mostyn Mullins	CSC/LPPD	Lppd.mm@gmail.com	
Sadie McNew	CAC of HC	Mmcnew@highlandsfl.gov	
Jean Saul S	BOCC		

Max occupancy: 25

Mercedes McNew, you have earned the following credits as part of 2022 Leadership Conference

Product	Component	Date	Credits Number
Session 6A: Salaries, Workloads, and Beyond: Takeaways from NCA's New CAC Staffing & Salary Survey	CEU Credit	06/08/2022	**1.00**
Session 2H: Addressing Anti-Blackness, Anti-Racism and Accountability in Child Abuse Prevention and Intervention	CEU Credit	06/06/2022	**1.00**
Session 3D: Operationalizing Equity: Creating an Inclusive Culture & Interrupting Bias	CEU Credit	06/07/2022	**1.00**
Session 4D: Assessing Problematic Sexual Behavior Using a Comprehensive, Trauma-Informed Approach	CEU Credit	06/07/2022	**1.00**
Session 5E: Boots on the Ground: The CAC Response to Incidents of Mass Violence	CEU Credit	06/07/2022	**1.00**
Session 5H: Made of Marble: The Intersection of Media & #MeToo in Adolescent Trauma Therapy	CEU Credit	06/07/2022	**1.00**
Leadership Conference 2022: Membership Meeting & Luncheon	CEU Credit	06/06/2022	**1.00**
Bonus Session: The People in Your Neighborhood: Working with Sexual & Gender Minority Youth Victims	CEU Credit	06/07/2022	**1.00**
Session 6B: Thriving Leadership in the CAC World	CEU Credit	06/08/2022	**1.00**
Session 6C: CAC Grant Funding: Expanding Services for Children and Families	CEU Credit	06/08/2022	**1.00**
Session 6D: Healing as a Right of All Victims	CEU Credit	06/08/2022	**1.00**
Bonus Session: Navigating Geographic, Cultural and Social Barriers to Expand Services in Frontier and Rural Communities	CEU Credit	06/07/2022	**1.00**
Opening Keynote: Dr. Jessica Pryce- Strengthening Families Using a Racial Equity Lens	CEU Credit	06/06/2022	**1.00**
Plenary Session: The Limits of ACEs	CEU Credit	06/07/2022	**1.00**
Closing Plenary Session: The Science of Happiness	CEU Credit	06/08/2022	**1.00**
Bonus Session: Finding Justice For Child Victims	CEU Credit	06/07/2022	**1.00**

THE FUTURE OF POSSIBLE

NCA 2022 LEADERSHIP CONFERENCE

CERTIFICATE OF ATTENDANCE

This certificate is presented to

MERCEDES MCNEW

for attending and participating in the

NCA 2022 Leadership Conference

Credits Earned: 16.00

Teresa Huizar, Executive Director

June 16, 2022

Date

National Children's Alliance®

The Force Behind Children's Advocacy Centers

The Ruth Handley's Children's Advocacy Center of Highlands County

Presents: **MDT Orientation and CAC Model Training**

Date: September 24,2021

Location: CAC LG Conf Rm

Facilitator: Sarah Beth Rogers, CAC Manager

Name	Organization	Phone	Email	Title
1. Victor	CAC	402-6879	vmgarcia@highlandsfl.gov	(Family Advocate)
2. Mercedes McClew	CAC	407-68160	mmcnew@highlandsfl.gov	(Admin)
3. Annette Figueroa	DCF	863-797-6271	annette.figueroa1@myflfamilies	CPI
4. Melanie Ramos	DCF	863-860-5760	melanie.ramos1@myflfamilies	CPI
5. JaKayla Mosley	DCF	863-838-6688	JaKayla.Mosley@myflfamilies	CPI
6. Lori Hollerich	DCF	863.956.6106	Lori.Hollerich@MyFLFamilies.com	CPI
7. Tori Gomez	DCF	8635293123	brandy.queen2 " "	CPIS
8. Brandy Queen	DCF	863-214-2625	victoria.gomez@myflfamilies.com	PA
9. Linda Barrett	DCF	863-797-8860	linda.barrett@myflfamilies.com	CPIS
10. Deborah Stubbs	DCF	863-838-1422	Deborah.Stubbs@myflfamilies.com	CPI
11. Samantha Moorbosammy	DCF	863-993-6744	samantha.moorbosammy@myflfamilies.com	FSW
12. Dorothy Marrero	HCSO	863-402-7357	dMarrero@highlandssheriff.org	
13. Elizabeth Fischer	HCSO	863-402-6855	Efischer@highlandssheriff.org	
14. Darian Dumont	DCF	863-402-7716	darian.dumont@myflfamilies.com	CPI
15. Ashanti Wilson	DCF	863-245-8606	ashanti.wilson@myflfamilies.com	CPS
16. Sarah Beth Rogers	CAC	863-402-6858	srogers@highlandsfl.gov	manager
17. Arianna DeAlva	HCSO	863-402-7357	adealva@highlandssheriff.org	Detective
18.				

Page Subtotal: 17

Total Participants: 17

Date: September 24, 2021

CHILDREN'S ADVOCACY CENTER OF HIGHLANDS COUNTY

CODE OF CONDUCT

REQUIREMENT

The CAC will implement a code of conduct for staff and MDT members ensuring the safety of children and families. Staff members must have received and agreed to the code of conduct.

PROCEDURE

The Code of Conduct for employees at the Children's Advocacy Center of Highlands County is as follows:

All staff, MDT partners, and volunteers are responsible for the safety and wellbeing of children and families. All staff are expected to act in accordance with this Code of Conduct in their interactions with the children and families that the CAC serves.	
I will:	• Act in accordance with child safety and wellbeing protocols at all times and identify and mitigate risks • Behave respectfully, courteously, and ethically towards children and their families, towards other staff, and MDT members • Treat safety concerns and allegations seriously and in accordance with the law and agency policy, including contacting authorities as appropriate, as I have a duty to report • Actively listen to, believe, and support children who are disclosing abuse • Consider and respect the diverse backgrounds and needs of children • Treat all children and families equally with respect and consideration regardless of race, religion, color, sex, gender, age, national origin, disability, sexual orientation, sexual expression, or culture • Demonstrate appropriate personal and professional boundaries including not having contact with children and families outside of the professional duties outlined in my employee specific job description • Strive to understand the concerns of the families from their perspective at the CAC regardless of my personal opinions or values • Never leave a child unsupervised • Conduct and supervise private activities in pairs, or when not feasible, will be positioned so that I am visible to others • Comply with all relevant laws for record keeping and information sharing • Keep all physical contact between child/client and staff/MDT members consistent with the safety and wellbeing of the child/client

I will not:	• Conduct meetings alone with children in a setting at the CAC unless the meeting is observable or interruptible • Disclose personal or sensitive information about a child, including images of a child, unless the child/client and their parent/caregiver consent or unless I am required to do so by law • Use, possess, or be under the influence of alcohol or illegal drugs during working hours • Smoke or use tobacco in the presence of children and families during working hours • Use inappropriate language in the presence of children/clients and their families • Have private interactions through social media, computer or handheld devices with any children seen at the CAC • Transport children in my own vehicle • Ignore or disregard any suspected or disclosed child/client harm or abuse
If I think this Code of Conduct has been breached by another person within the CAC, I will:	• Act to prioritize the best interest of children • Take actions promptly to ensure that children are safe • Promptly report concerns to my manager/supervisor • Follow policies and procedures for receiving and responding to concerns and complaints
I agree to abide by this Code of Conduct during my employment with the CAC.	Printed Name _____ Signature _____ Date _____

7C

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: September 17, 2019

PRESENTER: **Luzed Cruz, CAC Manager**

SUBJECT/TITLE: **Request to adopt the Children's Advocacy Center's Interagency Agreement.**

STATEMENT OF ISSUE

The Children's Advocacy Center is an accredited member of the National Children's Alliance and receives state funding by way of the Florida Network of Children's Advocacy Centers. Per our contract with the FNCAC, the multidisciplinary team's Interagency Agreement is to be renewed every two (2) years and protocols reviewed and revised as needed in order to demonstrate the community's continuous support and commitment to the CAC and MDT process. The CAC is seeking the Board of County Commissioners signature to finalize the updated and newly signed Interagency Agreement for 2019, last reviewed in October 2016 during the CAC's last accreditation process.

RECOMMENDED ACTION

Move to approve the Children's Advocacy Center's Multidisciplinary Team Interagency Agreement.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Interagency Agreement 2019 w Signatures.pdf

CHILDREN'S ADVOCACY CENTER OF HIGHLANDS COUNTY

INTERAGENCY AGREEMENT

MISSION STATEMENT

The mission of the Children's Advocacy Center is to provide a child-friendly, culturally competent multi-disciplinary response to child victims of abuse and their families, while advocating for the wellbeing of all children in Highlands County through prevention and education.

MEMORANDUM OF UNDERSTANDING

This agreement is made by and between the Children's Advocacy Center of Highlands County and the undersigned agencies, to take effect on September 17, 2019 and will remain in effect until notification of partner agencies to void this agreement.

This agreement is a revised version of the previously signed Interagency Agreement in October 2016.

While each of the undersigned agencies seeks to carry out its own mission, each also agrees to adopt the multidisciplinary model put forth in the Multidisciplinary Team Protocol for the purposes of child protection. The CAC will be tasked with leading the MDT with the below listed common goals:

A. Sharing of information and resources to enhance the investigation and prosecution of child sexual and physical abuse, and to facilitate treatment of child victims and their families.
B. Bringing the training, experience and resources of all agencies to bear on the fundamental problem of child abuse.
C. Promoting training opportunities for all agencies involved in the child abuse system, as well as the community at large.
D. Participating actively in the prevention of child abuse through education, outreach and programs.

AGREEMENT OF PURPOSE

Each of the undersigned agencies recognizes their role in the child welfare system, and the unique role the CAC facilitates to serve child sexual and physical abuse victims who typically have few provisions and concessions for their specific needs and fragile states of being. As participants in this system, we recognize that many children remain at risk for re-victimization by excessive interviews, lack of communication among agencies, incomplete investigations, and the unavailability of immediate and long-term medical and mental health treatment.

We therefore specifically agree to the following:

A. All agencies will participate in a case management and multidisciplinary team approach to child sexual and physical abuse cases, to include comprehensive information sharing timely and consistently with the CAC for the purposes of case tracking and team coordination.
B. All reasonable efforts will be made by each undersigned agency to coordinate each step of the investigation/assessment process in order to minimize the number of interviews and interviewers the child is subjected to, thus reducing additional trauma to the child.
C. All agencies participating in current investigations/assessment and treatment will ensure the appropriate staff member attends the Multidisciplinary Case Review meetings as scheduled.
D. All agencies will be invited and encouraged to attend training sponsored by the CAC, and when possible the CAC will provide financial support for professionals and volunteers to attend specialized training.
E. All agencies will do their best to limit the trauma associated with the investigative process for child victims and ensure proper treatment is provided as early as possible. All agencies will serve as a source of information, education and referral for the community on issues related to child abuse.
F. Each agency will assign one member of their leadership team to serve on the Children's Services Council Subcommittee, "CAC Advisory Board", and attend quarterly meetings.

CONFIDENTIALITY

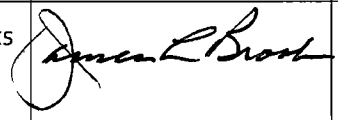
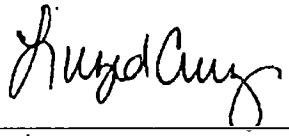
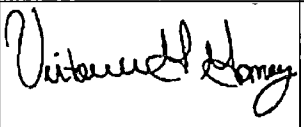
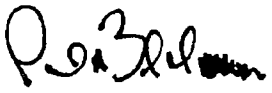
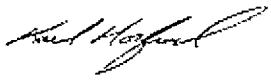
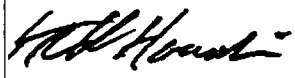
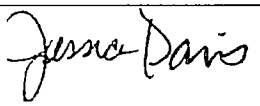
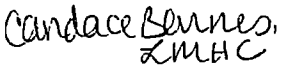
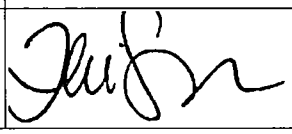
All agencies will adhere to their individual confidentiality requirements and understand that information pertaining to children and their families will be held in the strictest confidence by the remainder of the multidisciplinary team. Information shared outside of the designated team will be for the specific purposes of properly investigating, developing a case plan, or carrying out treatment or dispositional recommendations.

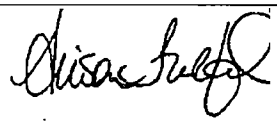
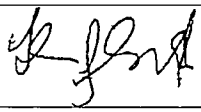
DISCLAIMER

It is expressly understood that each of the undersigned agencies has specific responsibilities imposed by law and will continue to perform those functions designated to them. Nothing contained herein supersedes the statutes, rules and regulations governing each agency. In the event that any provision of this agreement is inconsistent with any statute, rule or regulation, those governing statutes, rules and regulations shall prevail.

SIGNATURES

This Interagency Agreement is mutually agreed upon by all parties however is not a binding contract. It is an expression of cooperation for the purposes of providing services to clients and coordination activities to the maximum extent possible. No contract rights attach to this Agreement for the parties or for any third party beneficiaries. This agreement can be revised by any party with 30-days' notice, including a party's termination of their participation in accordance with the Agreement, and will require all parties' signatures to enact the modified Agreement.

Agency	Title	Printed Name	Signature	Designee to Advisory Board ,Title (if not self)
Highlands County BOCC	Chairman	James L. Brooks		Leah Sauls, Community Programs Director
HCBOCC_ Children's Advocacy Center	CAC Manager & MDT Facilitator	Luzed L. Cruz		Self
Department of Children & Families	Program Administrator	Victoria Gamez		
Highlands County Sheriff's Office	Sheriff	Paul Blackman		
Highlands County Sheriff's Office	Lt. Special Victims Unit	Anthony McGann		Self
Sebring Police Dept	Chief of Police	Karl Hoglund		
Lake Placid Police Dept	Chief of Police	James Fansler		
State Attorney's Office	Highlands County Prosecutor	Steve Houchin		
Children's Home Society	CEO	Jessica Davis		David Acevedo, CPT & CAC Manager
Peace River Center	Chief Operating Officer	Candace Barnes, LMHC		Self
School District Highlands County	Assistant Superintendent of Student Support Services	Melissa Blackman		self
Heartland For Children	CEO	Teri Saunders		Tracy Grey, Chief Community Relations Officer

Department of Juvenile Justice	Chief Probation Officer	Alison Fulford		Self
Guardian Ad Litem	Supervisor	Tom Selander		
Champion for Children Foundation	CEO	Carissa Marine		

CHILDREN'S ADVOCACY CENTER OF HIGHLANDS COUNTY

PROTOCOLS

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
CHILDREN'S ADVOCACY CENTER
1968 Sebring Pkwy, Sebring, Florida 33870
P (863) 402-6845 F (863) 402-6869
www.highlandsfl.gov

TABLE OF CONTENTS

MULTIDISIPINARY TEAM PROTOCOL FOR INVESTIGATION	PAGES 2-16
REFERAL AND INTAKE POLICIES AND PROCEDURES	PAGES 17-20
FORENSIC INTERVIEW PROTOCOL	PAGES 21-27
VICTIM SUPPORT AND ADVOCACY PROTOCOL	PAGES 28-31
MEDICAL EVALUATION PROTOCOL	PAGES 32-36
MENTAL HEALTH PROTOCOL	PAGES 37-39
CASE REVIEW PROTOCOL	PAGES 40-43
CASE TRACKING PROTOCOL	PAGES 44-45
CHILD FOCUSED SETTING AND FACILITY POLICIES	PAGES 46-49
INFORMATION AND CONFIDENTIALITY POLICIES AND PROCEDURES	PAGE 50
CONFLICT OF INTEREST DISCLOSURE AND CONFIDENTIALITY AGREEMENT	PAGES 51-52

CHILDREN'S ADVOCACY CENTER OF HIGHLANDS COUNTY

MULTIDISCIPLINARY TEAM PROTOCOL FOR INVESTIGATIONS

PURPOSE AND FUNCTION

The following information details the role and responsibilities of the Children's Advocacy Center as a Multi-Disciplinary Team approach to the investigation, treatment, prosecution and prevention of child abuse and neglect in Highlands County Florida.

A. The Children's Advocacy Center of Highlands County (CAC) is part of a collaboration of agencies in Highlands County concerned with the investigation, prosecution, and resolution of child abuse and neglect. These cases include but are not limited to:

- Serious Physical Injury cases including but not limited to unexplained or suspicious bruises, burns and fractures involving a child less than 18 years of age.
- Sexual abuse of a child; whether by allegation of vaginal, anal or oral penetration or by some other allegation of sexual contact including exposure, grooming, production of pornographic material, and sexually transmitted infections.
- Reported Human Trafficking cases involving a child under the age of 18 as either the victim or as a family member of a victim.
- Any family in which a child has died as a result of suspected abuse or neglect when a sibling or other child remains in the home.

See Referral and Intake Protocol, which details case eligibility for full CAC services and procedures.

B. The CAC and all partner agencies shall ensure client confidentiality is maintained pursuant to Florida Statute and in consideration of all children and families involved with the investigative services of the agency. The extent that disclosures are required to be made shall be in accordance with Florida Statutes, Federal Statutes, and the Children's Advocacy Center of Highlands County Information Sharing and Confidentiality Policy and Procedure.

C. The CAC and all partner agencies will ensure that services are provided to each victim and family in a manner that is culturally sensitive and competent. Interpretation services will be offered throughout the investigation of allegations of abuse and neglect to all families whose primary language is not English and those who are deaf or hard of hearing. Additionally, the MDT will work to provide culturally appropriate services, and will not discriminate on the basis of ethnicity or race, gender identity, sexual orientation, physical capability, age or generational issues, spiritual or religious beliefs and practices, and/or regional perspectives on language. The CAC will also facilitate agency cross training through the Multi-Disciplinary Case Review and during monthly Town Hall Meetings on the topic of cultural diversity and competency. See the Cultural Competency Plan.

D. As a CAC member agency, each agency head has reviewed the Protocol, Policies and Procedures, Application Attachments and NCA Standards and has signed the Interagency Agreement to establish the following minimum requirements. This agreement does not change any statutorily mandated responsibilities or internal operating procedures.

LAW ENFORCEMENT RESPONSIBILITIES

PATROL OFFICER COMPONENT

When Law Enforcement receives any child abuse or neglect allegation involving a victim under the age of 18, standard protocol should include:

1. Assessing the need for immediate medical attention:
    a. If a child is in need of immediate medical attention:
        i. Request Emergency Medical Services (EMS) if transport is required.
        ii. Contact SVU during regular business hours. After 4:30pm, contact the on-call investigation supervisor to coordinate with the Child Protection Team to assist in treatment and forensic medical examination.

2. Referral to the Florida Abuse Hotline if not already responding to the call at the request of the Department of Children and Families.

While assessing the case for probable cause and the ability to make an arrest or initiate a report for follow up, the Law Enforcement Patrol Officer will assist the Department of Children and Families Investigator by:

1. Providing support while a determination regarding child safety is made.

2. In the event there is need for an immediate removal, preliminary background information shall be provided for non-custodial adult relatives.

SPECIAL VICTIMS UNIT COMPONENT (DETECTIVES & VICTIM ADVOCATES)

When a case has been referred to the Special Victims Unit for additional investigation, the SVU per agency policy and procedure shall:

1. Provide thorough and consistent investigations of criminal acts against or involving children.

2. Refer cases as defined by the Referral and Intake Protocol to the CAC Family Advocate or CAC Manager to initiate the MDT response to ensure:
    a. Forensic interview and medical examinations take place in a child-focused environment;
    b. Investigation does not cause additional, and unnecessary, trauma for the child victim or their family;
    c. Provide all available and necessary services in collaboration with the HCSO Victim Advocates, CAC Family Advocates, and the Department of Children and Families;
    d. Appropriate consideration is given to all factors of a case by the Multi-Disciplinary Team; and

e. On-going review of the cases as necessary to improve prosecution of offenders against children.

3. Provide a complete packet including evidence to the State Attorney's Office at the conclusion of the investigation.

4. Provide police report and final report to the HCSO Victim Advocates and/or CAC Advocates for Victims of Crime Compensation information, follow-up and case management services.

5. Ensure a Victim Advocate is available 24-7 to respond to all cases involving a minor child victim in compliance with HCSO protocol.
    a. HCSO VA to work in tangent with the CAC Family Advocate, at the start of the MDT response, to ensure all components of advocacy are met and that child victims and their non-offending caregivers' needs are met. *Please refer to the Victim Support and Advocacy Protocol.*

LAW ENFORCEMENT AGENCY COMPONENT

Law Enforcement agencies of Highlands County agree to:

1. Establish and maintain internal policies and points of contact for the provision of information related to local records checks for any CAC member agency in a timely manner.

2. Attend Multi-Disciplinary Team Case Review meetings minimally when the MDT will be reviewing a criminal case within your jurisdiction. When attending the Case Review, information shall be shared to promote reduction of trauma, prosecution and accurate case tracking. (Refer to the CAC Case Tracking Standard and Procedure.)

3. Attend cross training provided to the Multi-Disciplinary Team by the CAC and will partner to make recommendations and assist in establishing additional training based on needs identified in Case Reviews or through the MDT Advisory Board.

DEPARTMENT OF CHILDREN AND FAMILIES RESPONSIBILITIES

CHILD PROTECTIVE INVESTIGATOR COMPONENT

The Department of Children and Families Child Protective Investigators (CPI) investigate reports of child abuse, neglect and/or abandonment involving victims under the age of 18 when the person responsible is a parent, household member, or another person considered to be the caretaker of the child, i.e.: institutional investigations involving a teacher or placement for services, etc. Additionally, the Department responds when there are allegations of child on child sexual abuse and parent in need of assistance referrals. The Child Protective Investigators will respond to these reports as defined by agency protocol and procedure, and agrees to additionally:

1. Consult with the Law Enforcement agency who maintains jurisdiction to determine the interview and investigative strategy for those cases meeting the criteria for a joint response.

2. Refer all cases to the Child Protection Team (CPT) at the CAC immediately according to Subsection 39.303 (4), Florida Statutes which specifies the types of cases that much be referred by the CPIs to the CPT for assessment. Mandatory referral cases include allegations of:
    - Injuries to the head, bruises to the neck or head, burns or fractures in a child of any age.
    - Bruises anywhere on a child five years of age or younger.
    - Any report of sexual abuse of a child.
    - Sexually transmitted infections in a prepubescent child.
    - Reported malnutrition of a child and failure to thrive of a child.
    - Reported medical neglect of a child.
    - Any family in which one or more children have been pronounced dead on arrival at a hospital or other health care facility, or have been injured and later died as a result of suspected abuse, abandonment, or neglect when any sibling or other child remains in the home.
    - Symptoms of serious emotional problems in a child when emotional or other abuse, abandonment or neglect is suspected.

    a. Exceptions to the mandatory referral criteria included are specified in 39.303 (6) F.S. A face to face medical evaluation by a CPT is not necessary when:
        1. The child was examined by a physician who is not a member of the CPT, and a consultation between the CPT medical director and the examining physician concluded that further medical evaluation was unnecessary.
        2. The CPI, with supervisory approval, determined after conducting a child safety assessment that there were no indications of injuries meeting the criteria in paragraphs (4) (a)-(h).
        3. The CPT board-certified pediatrician determined that a medical evaluation was not required.

    b. Notwithstanding the above, a CPT pediatrician may determine that a face to face medical evaluation is necessary. Exceptions to the criteria for mandatory referral for medical evaluation do not preclude the acceptance of a referral if other assessment services offered by the team are appropriate.

3. Following the referral or exception, CPI will also notify the CAC Case Coordinator of cases meeting the CAC Case Criteria of the CPT services being provided and date of appointment, or exception and date excepted from CPT services (See Referral and Intake Protocol).

4. For those cases requiring CPT services, the CPI will participate in CAC MDT Case Staffing and Case Review meetings on a regular basis, as defined by needs in the community with consideration to the number of cases meeting the CAC Case Criteria. When attending the staffing, information shall be shared to promote reduction of trauma, prosecution and accurate case tracking. (Refer to the CAC Case Tracking Standard and Procedure.)

5. The DCF CPI will request that CPT coordinate and schedule CPT assessments with the child victims at the CAC when possible and practical to do so, and will refer to CAC Family Advocate for services for all children meeting criteria for services (See Referral and Intake Protocol).

6. The DCF CPI will apply sound principles of investigation and interviewing to ensure the information gathered is not contaminated and agrees to share information with the other members of the MDT to promote victim services and prosecution when applicable (See Referral and Intake Protocol).

DEPARTMENT OF CHILDREN AND FAMILIES AGENCY COMPONENT

1. Establish and maintain internal policies and points of contact for the provision of information related to local records checks for any CAC member agency in a timely manner.

2. DCF will provide LE (initial responding agency and/or investigative agency) notice of case closure by mail or email. Additional records can be requested by the LE agency following closure.

3. DCF will participate in cross training provided to the Multi-Disciplinary Team by the CAC and will partner to make recommendations and assist in establishing additional training based on needs identified in Staffing/Review process.

CHILDREN'S HOME SOCIETY CHILD PROTECTION TEAM RESPONSIBILITIES

CASE COORDINATOR COMPONENT

1. The Children's Home Society Child Protection Team (CPT) will provide forensic and specialized interview services (See the Forensic Interview Protocol).

2. The CPT Case Coordinator (forensic interviewer) will only utilize approved forensic interview aids. Approved forensic interview aids will be maintained and an updated list shall be attached to this protocol, and provided by the CPT Program Director.

3. The CPT will provide appropriate documentation and expert court testimony.

4. The CPT Case Coordinator (forensic interviewer) will confer with law enforcement (or Department of Children and Families if primarily assigned to investigation) as to what action is to be taken, what services are to be coordinated or offered, and what assistance will be necessary to request from CPT at the CAC.

5. The CPT Case Coordinator will ensure notification and coordination of services including medical exams, and interviews with Department of Children and Families Child Protective Investigator, and or law enforcement, State Attorney's Office, CAC Case Coordinator, Dependency Case Manager, or their CPT supervisor as required.

6. The CPT will coordinate MDT Staffing's requested by any agency investigating an abuse or neglect case to include CAC Case Coordinator. When attending the staffing, information shall be shared to promote reduction of trauma, prosecution and accurate case tracking. (Refer to the CAC Case Tracking Standard and Procedure.)

7. The CPT Case Coordinator will coordinate any follow-up services with law enforcement, the DCF Child Protective Investigator and the State Attorney's Office.

8. The CPT will document in a final closure report findings and recommendations from all services provided to the DCF CPI, Law Enforcement, and the CAC.

9. The CPT will provide comprehensive risk assessments and service recommendations.

10. The CPT will participate in CAC Case Review, and provide information to support case tracking at Children's Advocacy Center.

MEDICAL COMPONENT

1. The CPT medical provider will provide forensic medical examinations and diagnostic testing in all cases where the assessment of injury or harm is needed.

2. The CPT medical provider will provide medical consultations for all allegations of medical neglect. Their consultations will include a review of medical records, as well as interviews and medical examinations when requested by the CPT medical provider.

3. The CPT medical provider will generate a final report rendering an opinion where allegations of child abuse and neglect are not verified. If additional information is needed to formulate an opinion, additional information will be requested.

4. The CPT medical provider will participate in the CAC Case Review meetings on a regular basis, as defined by needs in the community with consideration to the number of cases meeting the CAC Case Criteria. When attending the staffing, information shall be shared to promote reduction of trauma, prosecution and accurate case tracking. (Refer to the CAC Case Review Protocol)

5. The CPT medical provider will provide expert witness testimony in dependency and criminal proceedings as requested.

6. The CPT medical provider and Director will support the CAC of Highlands County in acquiring medical services to be provided in Highlands County by providing training and supervision to an adequately qualified and trained physician, as well as support through the approval process of becoming a CPT network provider if all requirements outlined by CPT can be met.

After hours on-call medical services are available for joint responses to the Highlands County CAC by the investigative entities, the Case Coordinator on-call and the CPT network provider. After hours on-call medical services are also available for joint responses to the CPT in Bartow, Florida if circumstances dictate. After hours on-call medical services are also available to provide acute sexual assault examinations, to include the collection of forensic evidence as well as testing for sexually transmissible infections and pregnancy with a priority on the services being provided to the victim in the county maintaining jurisdiction.

CHILDREN'S HOME SOCIETY CHILD PROTECTION TEAM AGENCY COMPONENT

1. The CPT will participate in cross training provided to the Multi-Disciplinary Team by the CAC and will partner to make recommendations and assist in establishing additional training based on needs identified in the Staffing/Review process.

2. The Child Protection Team will provide joint responses at area hospitals with Law Enforcement, Protective Investigators and Child Advocates on suspected, acute physical and sexual abuse cases.

3. The Child Protection Team will provide psycho-social evaluations as requested.

4. The Child Protection Team will refer all cases meeting the CAC Case Criteria to the CAC Case Coordinator and will coordinate appointments with the CAC Family Advocate as a protective measure and as part of the service provision at the CAC.

STATE ATTORNEY'S OFFICE RESPONSIBILITIES

STATE ATTORNEY COMPONENT

1. The State Attorney's Office will provide an on-call list of attorneys to each Law Enforcement agency to consult or respond when needed throughout the investigative process, and will establish the means to make available via internal policy requirements.

2. The State Attorney's Office will provide follow up victim advocate services to include:
    a. Assignment of Victim Advocate and Assistant State Attorney to coordinate the investigation and prosecution.
    b. Intake interview with assigned Victim Advocate, Assistance State Attorney, victim and family to discuss case, establish rapport and determine which charges may be pursued.
    c. Victim guidance and information regarding the legal process.
    d. Notification of hearings.
    e. Assistance with Victims of Crime compensation.
    f. Additional victim services on an as-needed basis.

3. The State Attorney's Office will maintain communication with the victim, family and investigative agencies to inform about the case and facilitate a successful prosecution.

4. The State Attorney's Office will participate in Case Review meetings on a regular basis, as defined by needs in the community with consideration to the number of cases meeting the CAC Case Criteria. When attending the staffing, information shall be shared to promote reduction of trauma, prosecution and accurate case tracking. (Refer to the CAC Case Tracking Standard and Procedure.)

5. The State Attorney's Office will participate in cross training provided to the Multi-Disciplinary Team by the CAC and will partner to make recommendations and assist in establishing additional training based on needs identified in Staffing/Review process.

CHILDREN'S ADVOCACY CENTER RESPONSIBILITIES

CHILDREN'S ADVOCACY CENTER FAMILY ADVOCATE COMPONENT

Victim support and advocacy services will be provided by the CAC through the CAC Family Advocate. Services will include but are not limited to:

1. Crisis intervention, assessment and voluntary support to cases that present at the CAC for forensic interview or medical exams, and cases that are referred directly by local law enforcement agencies or child protective services related to allegations of child abuse, abandonment or neglect. Services may also be offered to the community for residents who are dealing with child abuse.

2. Victims of Crime Compensation Assistance.

3. Information and referrals to community agencies that best meet the needs of the family. These may include but are not limited to: therapy, pregnancy support, outreach services, support groups, parenting classes, domestic violence information and substance abuse information and services.

The CAC will ensure the Family Advocates are trained to respond to victims and families in crisis and will be available to the investigative entities and to the family throughout the investigation. This includes:

1. The CAC Family Advocate will notify the MDT of the cases that have been assigned on a weekly basis or per request.

2. The CAC Family Advocate will provide any information relating to direct or indirect services or the status of the case per request of any MDT member.

3. The CAC Family Advocate will be available to provide services and education during all of the forensic interviews, specialized interviews and medical examinations performed by the CPT as part of a joint response.

4. The CAC Family Advocate will work to address all physical and emotional needs of the primary and secondary victims of trauma, and will additionally provide educational information to families regarding abuse, effects of abuse, and prevention of re-abuse.

5. The CAC Family Advocate will work with the family and victim to prepare for what they may expect in the future from the investigation and prosecution process in an effort to reduce stress and re-victimization.

6. The CAC Family Advocate will participate in all Children's Advocacy Center and Child Protection Team Multi-Disciplinary Staffing's and Case Reviews.

CHILDREN'S ADVOCACY CENTER COMPONENT

1. Children's Advocacy Center of Highlands County will maintain the "CAC" facility in a manner that is physically safe and childproof for children of all ages. The design of the facility will be structured to provide complete separation of victims and alleged sexual offenders to the maximum extent possible.

2. CAC will provide a child-focused environment to conduct interviews with videotaping and monitoring capabilities.

3. CAC will provide a child-focused environment to conduct sexual and physical abuse exams.

4. CAC will provide a child-focused environment for abuse / trauma therapy for children.

5. CAC will maintain written agreements, protocols, and/or guidelines signed by authorized representatives of all team components.

6. CAC will continue to meet the Florida Network of CAC's organizational capacity requirements to develop funding and ensure the continuation and growth of the program and its services.

7. CAC will ensure the staffing of the facility to meet the needs of the programs.

8. CAC will provide written confidentiality policies and procedures for the Multi-Disciplinary Team that insures client privacy but allows the sharing and disclosure of relevant information consistent with legal, ethical, and professional standards of practice.

9. CAC will provide cross training and technical assistance to collaborating agencies and the community.

10. CAC will provide access to observe the forensic interviews which are conducted within the facility by those authorized to do so.

11. Children's Advocacy Center's Manager will serve as the MDT Coordinator and will facilitate monthly Multi-Disciplinary team case reviews. The CAC Advocates may also participate in the Heartland for Children Early Services Intervention (ESI) and Family Services Team staffing's for those cases in which they are providing services to the family and/or the child.

12. CAC will provide a mechanism to track and retrieve case information routinely while the case is pending in the child protective and criminal justice system.

CASE TRACKING COMPONENT

1. Information collected within the case tracking system on clients referred to the CAC and/or programs affiliated with the CAC:
    a. Demographics
    b. Allegations
    c. History
    d. Offender

e. Medical exams including consults and follow up exams
f. Interviews
g. Child Advocate documentation and services referred
h. Mental Health Program Therapy Sessions
i. Child Protection Team Services
j. All member agencies initial and closure status of cases

2. The data is used to provide all member agencies with an accurate history of a case through all the components of the abuse process.

3. Data is collected to better serve clients and for research and analysis of case movement through the system.

4. All member agencies will provide initial, updates, and closure information upon the request of CAC staff.

5. CAC staff cleared to have access to the database will complete input of information.

6. All data collected will be maintained in a secure database that is password protected.

7. CAC will maintain the security of the database.

8. Partner agencies will be provided information from the database upon request.

MULTI-DISCIPLINARY TEAM CASE REVIEW COMPONENT

1. The CAC will facilitate Multi-Disciplinary Team Case Review the fourth Tuesday of each month at a minimum, and the second Tuesday of the month as needed based on other agency requirements. The Case Review will include the following agencies:
    a. Law Enforcement
    b. Child protective services
    c. Family Advocates & Victim Advocates
    d. Child Protection Team (forensic interview and medical provider as necessary)
    e. Mental health
    f. State Attorney's Office
    g. Children's Advocacy Center Staff

Other agencies who may be invited to participate in case review include, but are not limited to:

a. Children's Legal Services
b. One Hope United
c. Guardian Ad Litem
d. Highlands County School Board
e. Heartland for Children
f. Direct service providers
g. Other Victim Service Providers
h. Department of Juvenile Justice

2. Cases referred for the MDT Case Review will include at a minimum, cases involving serious physical injury and sexual abuse where there have been some indicators of the allegations as discussed during a CAC Intake Staffing or during service provision by a member of the MDT.

3. Any MDT member can add additional cases to the Case Review agenda as needed by submitting a "Case Review Request" Form or by e-mailing CAC Staff.

4. The agenda will be sent out via email and calendar invite prior to the staffing with case numbers from CAC Carenet, LE, DCF, and SAO. If e-mail correspondence is to be sent with victim names, the documents will be password protected. Coordination and organization of the meetings is the responsibility of the CAC Case Coordinator.

5. Case Review meetings will be held at the CAC and provisions for participation will be made on a regular basis, however first-person appearance is the preferred method when feasible.

6. All core MDT members and persons with first party information will be expected to have representation at the MDT Case Review with information to share.

7. A summary of the MDT Case Review will be kept by the CAC and made available to MDT members upon request.

8. Follow-up MDT Case Reviews can be recommended by MDT members.

TRAINING COMPONENT

The CAC is committed to providing ongoing training and education for all disciplines of the MDT. The CAC Large Conference Room will be available for core disciplines to perform trainings as needed. Town Hall meetings will be conducted quarterly, and MDT members will be invited to present or make suggestions as to presentation that would benefit the team. Additionally, the CAC will share with MDT partners via email any training opportunities that would be beneficial to the team. When available, the CAC will also recommend members of the team to attend trainings such as the Krimes Against Kids Conference, Child Abuse Summit, etc with the permission of their agency heads and will seek funding to support team development opportunities.

The CAC will coordinate with the MDT to provide training and education regarding current trends in Child Abuse & Neglect to all MDT partners and the community at large.

MENTAL HEALTH COMPONENT

The Children's Advocacy Center agrees to provide mental health services to child abuse victims either through direct staff or via linkage agreements. All mental health providers will have clinical supervision in addition to supervision relevant to employment. All mental health providers treating child victims will have training in a Trauma-Focused Cognitive Behavioral Therapy or EMDR certification program and will participate in on going trainings. In addition, the direct provider will be required to attend Case Review Staffing's in order to contribute to the quality of the investigations.

MENTAL HEALTH COMPONENT RESPONSIBILITIES

CHILDREN'S HOME SOCIETY MENTAL HEALTH COMPONENT

Children's Home Society (CHS), a non-profit organization, via Mental Health Consulting Services Agreement agrees to:

1. Provide TF-CBT or other appropriate evidence-based mental health treatment, based on referrals from the CAC on the CAC premises

2. Provide the CAC Manager with written monthly updates specifying the number of direct services provided by CHS Therapist.

3. CHS agrees to ensure all providers performing therapy services via CAC referral meet the minimum training requirements of the CAC and will provide on-going training and certification as required by the NCA Standards.

4. CHS will share information regarding clients with the CAC for the purposes of case tracking and reporting and will ensure clients have the appropriate release of information on file designating the CAC with the ability to receive and give information to support appropriate service provision and investigation.

5. CHS Therapist assigned to the Highlands County CAC agrees to participate in Case Review Staffing's to represent both the clinical and mental health disciplines, but also to share client specific information when necessary to support the investigation, prosecution, and recommendations of the MDT.

PEACE RIVER CENTER MENTAL HEALTH COMPONENT

1. Peace River Center agrees to provide Licensed Mental Health Counselors to provide services for CAC clients.

2. Peace River Center agrees to ensure all providers performing therapy services via CAC referral meet the minimum training requirements of the CAC and will provide on-going training and certification as required by the NCA Standards.

3. Peace River Center will share information regarding clients with the CAC for the purposes of case tracking and reporting and will ensure clients have the appropriate release of information on file designating the CAC with the ability to receive and give information to support appropriate service provision and investigation.

4. Peace River Center agrees to participate in Case Review Staffing's to represent both the clinical and mental health disciplines, but also to share client specific information when necessary to support the investigation, prosecution, and recommendations of the MDT.

5. Peace River Center Clinical Director will assist the CAC by providing clinical supervision of the mental health provider on staff, as available.

PEACE RIVER CASE MANAGEMENT COMPONENT

1. Peace River Center will provide Case Management and Targeted Case Management as needed for MDT clients.

2. Peace River Center will share information regarding clients with the CAC for the purposes of case tracking and reporting and will ensure clients have the appropriate release of information on file designating the CAC with the ability to receive and give information to support appropriate service provision and investigation.

3. Peace River Center Case Management and Targeted Case Management Providers agree to participate in Case Review Staffing's to share information to support the investigation, prosecution and recommendations of the MDT.

PEACE RIVER VICTIM SERVICES COMPONENT

1. Peace River Center 's Victim Services Department will work with the MDT and provide service to clients as needed or requested by the team.

2. Peace River Center will share information regarding clients with the CAC for the purposes of case tracking and reporting and will ensure clients have the appropriate release of information on file designating the CAC with the ability to receive and give information to support appropriate service provision and investigation.

3. Peace River Center Victim Services Providers agree to participate, as needed, in Case Review Staffing's to share information to support the investigation, prosecution and recommendations of the MDT.

HEARTLAND FOR CHILDREN RESPONSIBILITIES

CHILD-BASED CARE AGENCY COMPONENT

Heartland for Children has been established as the lead agency by the Department of Children and Families for the provision of services to abused, neglected or abandoned children in Highlands County as part of a larger service area. In that role, Heartland for Children and its contracted providers are responsible for the full array of child protective services for those children referred from the DCF Child Protective Investigations. Heartland for children is responsible for:

1. Assessing the family to clarify the issues that brought the family into the dependency system.

2. Developing, coordinating and monitoring case plans that will achieve permanency for the child(ren).

3. Providing out of home placement for child victims if necessary.

4. Providing adoption services if determined to be appropriate in the case plan.

5. Monitoring the child(ren)'s well-being while in the care of the system.

Additionally, Heartland for Children agrees to:

1. Participate in both Child Advocacy Center and Child Protection Team Multi-Disciplinary Staffing's and Case Reviews.

2. Ensure information relevant to an open investigation is shared timely with the investigator and/or case manager assigned.

3. Ensure that Children's Advocacy Center advocates are invited to Early Services Intervention Staffing's and Family Team Meetings.

4. Ensure that information relevant to an open investigation is shared with the Children's Advocacy Center advocates.

GUARDIAN AD LITEM RESPONSIBILITIES

GUARDIAN AD LITEM AGENCY COMPONENT

Highlands County Guardian Ad Litem Program (GAL) is part of the statewide Guardian Ad Litem Program and serves the 10th Judicial Circuit. The program is appointed at the shelter hearing or earliest possible hearing for non-shelter cases, GAL staff represent the child in any child abuse, abandonment or neglect judicial proceeding. The mission of the GAL is to advocate for the child's best interest and functions as a model with staff including Best Interest Attorney, Child Advocate Coordinator and Volunteer Advocate. The GAL is responsible for visiting with the child to build a relationship and gather information, gather and assess information related to compliance with the case plan, provide court advocacy through written documents and testimony, and provide Best Interest Advocacy at critical decision points regarding placement, permanency, medical care, education, mental and behavioral health, adoption, and independent living. The GAL agrees to:

1. Collaborate and share information with the CPI's, CPT, and the Children's Advocacy Center Advocates.
2. Participate in Children's Advocacy Center and Child Protection Team Multi-Disciplinary Staffing's and Case Reviews.
3. Provide contact information to the Children's Advocacy Center Advocates and the Mental Health providers to enhance information sharing with all parties.

SCHOOL DISTRICT OF HIGHLANDS COUNTY RESPONSIBILITIES

SCHOOL DISTRICT COMPONENT

The School District of Highlands County recognizes the Children's Advocacy Center and acknowledges the center's role in serving Highlands County children identified as being victims of child abuse. The School District pledges to support the CAC in its activities as the designated Child Protection Team pursuant to §39.303 Florida Statute. The School District through the Superintendent of Schools and its administrative and

instructional staff will cooperate with the CAC and other agencies involved in the investigation of child abuse and related services.

The School District assures continued training for employees regarding their obligation to report suspected child abuse to the Command Center (1-800-962-2873) and law enforcement as appropriate. Additionally, the School District will ensure employees participate in child abuse training.

The School District designates the District Superintendent or designee as the official point of contact with the CAC, as a representative on the CAC Advisory Board and to the MDT.

CHAMPION FOR CHILDREN FOUNDATION

PREVENTION & EARLY INTERVENTION SERVICES

The Champion for Children Foundation of Highlands County, Inc. (CCF), is a 501(c)3 nonprofit organization with the mission to provide child abuse and neglect prevention programs, and early-intervention services, to children and families in Highlands County. CCF partners and supports the MDT through:

1. Providing prevention classes, at no cost to individuals, to anyone interested in strengthening themselves and their families.

2. Its established programs that promote safe & nurturing family environments and address the needs surrounding situations such as: domestic violence, prior traumas, & medical needs.

3. Accepting referrals for financial assistance for the needs of child victims and their non-offending caregivers pending availability of funds and client eligibility.

4. Hosting training opportunities at the Circle Theater.

CHILDREN'S ADVOCACY CENTER OF HIGHLANDS COUNTY

REFERRAL AND INTAKE POLICIES AND PROCEDURES

INITIAL ABUSE REPORT PROCESS

Suspected child abuse shall be referred to the Florida Abuse Command Center by calling 1-800-962-2873 (1-800-96ABUSE) and/or the law enforcement agency having jurisdiction. Any information related to, or disclosure of, abuse at the Children's Advocacy Center of Highlands County will be reported immediately to the Florida Abuse Hotline. At no time will the Children's Advocacy Center's staff state that they will assume responsibility for investigating any allegation.

CASE ACCEPTANCE CRITERIA

The initiation of the CAC/Multi-Disciplinary Team (MDT) response to an allegation of child abuse and neglect is based on factors including, but not limited to:

1) Age of the alleged victim
2) Alleged Maltreatment
3) Disclosure/Pre-Screening Results
4) Law Enforcement or Department of Children & Families referral

The Forensic Interview service provided at the CAC will be requested by DCF and/or LE & deemed necessary by the Child Protective Team, CHS Case Coordinator/Forensic Interviewer, or CAC Forensic Interviewer pursuant on the information gathered by DCF or LE officials after a screening & safety check and in accordance with Chapter 39 Florida Statute.

SCREENING PROCEDURE

A screening is a limited, information-gathering process intended to facilitate investigation. Ideally, all screenings will be conducted by Law Enforcement or a Child Protective Investigator. The screening process should be conducted with consideration of child safety, accuracy of intake report, the child's developmental history, prior abuse and neglect history, and potential investigative strategies. Cases that have been screened provide investigators with more reliable information with which to plan their investigative activities.

CHILD SAFETY

The primary function of case screening (or initial case response) by the Child Protective Investigator or Law Enforcement is to ensure the immediate safety of the child. Safety concerns often dictate the timing of the interview. If the suspect/AP is in current contact with the child, the child remains at risk until an investigation begins and therefore an immediate response would be provided by the appropriate MDT partner. Conversely, if the suspect/AP is not currently in contact with the child victim they may not be deemed 'at risk' and therefore CAC Referral will be made with priority assigned. Other child safety concerns include the

emotional state of the child or caretakers, pressure to recant, child and family fears of retaliation, and where the child has:

a) Displayed new sexual behaviors of knowledge
b) Resided in a home where sexual abuse is known or suspected
c) Ever been in the care of a registered or known sexual offender
d) Displayed difficulty in walking or sitting
e) Had torn, stained or bloody underwear
f) Been exposed to pornography
g) Been pregnant or had an STI
h) Experienced genital pain, inching or bleeding
i) Suffered a serious injury
j) Has a history of unexplained injuries

REFERRALS- AGENCY SPECIFIC GUIDELINES

All referrals for services to the CAC should be submitted utilizing the CAC Services Referral Form and be submitted via e-mail (hand delivery is acceptable) to the CAC Manager or CAC Family Advocate. Listed below is the minimum criteria by which the investigative agencies will refer to the CAC/MDT. Should DCF, LE, or the SAO wish to refer child-victims outside of this criterion they may do so by submitting a referral. The CAC Manager will evaluate each case and determine if the MDT has the resources to accept the case and will let partners know within a 7-day period. Priority will be given to substantial or extreme cases of child abuse.

DEPARTMENT OF CHILDREN AND FAMILIES – CHILD PROTECTIVE INVESTIGATORS

1) Child sexual abuse allegations by a caregiver where the child victim is between the ages of 4-16.

2) Child sexual abuse allegation where child victim or non-offending caregiver has disclosed/indicated abuse at the DCF Pre-Screening/Safety Check

3) Any allegation associated with sexual abuse referred to CPT in accordance with Chapter 39 of Florida Law.

LAW ENFORCEMENT

1) All sexual abuse cases rising to the level of arrest or investigation due to information gathered through a pre-screening/safety check where the child victim is between the ages of 4-16.

2) All child on child sexual abuse allegations where either participant is under 16 years old & has risen to the level of arrest or investigation due to information gathered through a pre-screening/safety check.

FOLLOWING THE REFERRAL:

Information in the following sections will be gathered and shared with the Child Protection Team and CAC Manager in order for an assessment for services to be made. It is imperative that the information received following the referral is gathered in a timely manner and in accordance with agency standards and with

respect to Florida Statute. The timely and accurate information sharing for intake and assessment creates the most opportunity for the children who qualify for these evidence-based services to receive them, and in turn provides the most qualitative information to the whole Multi-Disciplinary Team. All members understand the importance of the availability of these services and uphold best practices in order to reduce the number of interviews with the child and the trauma experienced by both the child and family members related to an allegation.

INTAKE ACCURACY

The investigator assigned should try to verify the preliminary report by reviewing the information with the person to whom the child disclosed or the person who reported the offense. The investigator should verify:

a) Name(s) of suspect(s), if known
b) Age(s) of suspect(s), if known
c) Site of abuse to establish jurisdiction
d) Nature of the allegation(s)
e) Relationship between the child(ren) and the suspect(s)
f) History of prior interviews
g) Current location of the child(ren) and suspect(s)
h) Documentation of any cultural or language considerations so that barriers can be reduced appropriately

This information is crucial in determining the appropriate agency response and is dependent on the nature of the allegations and determined on a case by case basis. All appropriate agencies must be notified of the intake information verified during commencement to formulate the immediate investigative plan.

CHILD DEVELOPMENTAL HISTORY

Child developmental history shall be assessed during the initial screening process. This information can be elicited from either a non-offending caregiver, or other person familiar with the child, and will assist in the team's determination of how and when the child should be interviewed. The forensic interviewer actively seeks information regarding the developmental history from the referring agencies and assesses the following considerations:

a) Language capabilities, including the need for interpretation services
b) Medical needs (medications, hospitalizations, etc.)
c) Accessibility (wheelchair access, other accommodations)
d) Mental health history
e) Behavioral history

FOLLOWING INITIAL INFORMATION GATHERING:

A referral to the Child Protection Team and CAC with all the above information (to the best of the investigators ability) will be completed in compliance with agency protocols. If the case meets criteria, notification of any services scheduled will be shared with all investigative entities by the Child Protection Team Case Coordinator or CAC Manager, depending on case-specific needs. All new client referrals will be assigned a Victim Advocate; therefore, the availability of the advocate will be taken into consideration when

scheduling initial appointments. The CAC Manager will provide the advocate's information to the CPT Case Coordinator, LE, and CPI within 24hrs of a referral. The investigators, CPT, and the CAC Victim Advocate will coordinate a joint response for all children and families coming to the CAC for services provided by the Child Protection Team. Investigators assigned are expected to attend forensic interviews and medical appointments for both purposes of observation and to facilitate immediate information sharing in post-services meetings. The CAC Family Advocate will not observe any forensic interviews or medical examinations to preserve objectivity with the family but will participate in any follow-up meetings to immediately initiate core service referrals for the families as deemed appropriate.

All investigators should additionally be cognoscente of the times of appointments to dually ensure the alleged perpetrator is not at the facility as part of a criminal or child abuse investigation during any part of the child and non-offending caregiver's visit. Additional protections for the child are accounted for by separate entrances for the CAC and the investigative agencies, and investigators are responsible for providing accurate directions for parties accessing the facility. *Please reference the Child Focused Setting and Facility Policies Protocol.*

FOLLOWING CASE ACCEPTANCE TO THE CAC:

Cases will be selected for the CAC Multi-Disciplinary Team Case Review on a case-by-case basis. Cases can be selected based on a number of criteria, including but not limited to:

1) Request from one of the MDT Member agencies

2) Needs assessed by the CAC Family Advocate

3) Risk level to the child victim(s)

4) Factors contributing to the nature of the case, including but not limited to:
    a. Prior removal(s)
    b. Extensive criminal history
    c. Other alleged victims for the same alleged perpetrator, or unknown alleged perpetrator
    d. Family attitudes related to the allegation(s)
    e. Number of agencies involved in the investigation, or number of jurisdictions

5) High profile cases

CHILDREN'S ADVOCACY CENTER OF HIGHLANDS COUNTY

FORENSIC INTERVIEW PROTOCOL

FORENSIC INTERVIEW DEFINITION AND PURPOSE

A forensic interview is a structured interview conducted to elicit a complete and accurate narrative from the alleged child victim in a manner that is legally sound, neutral and fact finding in nature to determine whether the child has been abused, if they are at risk of abuse, and if so who the person(s) responsible are. Forensic interviews must be completed only by persons with the appropriate training, and can initiate the collaborative process of sharing the information with the rest of the Multi-Disciplinary Team for the purposes of discovery, review and evaluation of all information related to the investigation.

CASE ACCEPTANCE CRITERIA

Cases accepted and referred for a forensic interview are outlined in the Multi-Disciplinary Team Protocol and the process is described in depth in the Referral and Intake Policies and Procedures. The CAC contracts for the provision of the majority of the forensic interviews with the Child Protection Team and coordinates the intake with the Child Protection Team Case Coordinator and CAC Victim Advocate. The CAC maintains the rights to contract independently or hire a CAC Forensic Interviewer to provide any additional services deemed necessary for the function of the CAC and the Multi-Disciplinary Team. All services are completed at no cost to the family/child. Additionally, all forensic interviews shall be conducted and recorded in the child-focused setting of the CAC unless circumstances dictate otherwise.

MDT COORDINATION OF THE FORENSIC INTERVIEW

MINIMUM TRAINING AND EDUCATION REQUIREMENTS

All interviewers performing this service, either contractually or on behalf of the CAC, will have completed at a minimum a training curriculum that is included on the National Children's Alliance approved training list and will include the following elements:

1) Minimum of 32 hours of instruction and practice
2) Evidence- supported interview protocol
3) Pre- and post-testing reflecting an understanding of the principles of legally sound interviewing
4) Content that includes: child development, question design, implementation of protocol, dynamics of abuse, disclosure process, cultural competency, suggestibility
5) Practice component with a standardized review process
6) Required reading of current articles specific to the practice of forensic interviewing

Additionally, all interviewers utilized by the CAC will complete continuing education at a minimum of 8 contact hours every two years.

INTERVIEWER SELECTION

Recorded forensic interviews will be conducted by a designated, trained individual who meets at a minimum the training requirements outlined in this policy. Consideration on the following criteria may help to determine the most appropriate person to conduct the interview:

1) Ability to establish rapport with the child
2) Prior contact with the child
3) Objectivity
4) Knowledge of forensic interviewing techniques
5) Knowledge of child development
6) Knowledge of child abuse dynamics
7) Experience in interviewing child witnesses or victims
8) Knowledge of the effects of abuse on children
9) The child's comfort level concerning gender, ethnicity, age, etc.
10) The child's native language

PRE-INTERVIEW MEETING

A Pre-Interview Team meeting shall take place between the CPI, Law Enforcement and the Forensic Interviewer. The purpose of this meeting is to make key decisions about the manner in which the forensic interview will be conducted and to assure coordination to avoid duplicative interviewing. Decisions which shall be made and tasks to complete include, but are not limited to the following:

1) Who shall be permitted to attend or observe the forensic interview
2) Discussion of entire case history, including any updated information received since referral
3) How and when the team will communicate with the interviewer during the interview
4) Discussion regarding the method of taping by which the interview will be documented
5) Verification that the audio and visual equipment to be used is set up and working
6) In special circumstances, consultation with a mental health practitioner to determine the need for crisis intervention and/or mental health screening

CASE COORDINATION AND INTERVIEW OBSERVATION

To ensure total team participation and collaboration, the Forensic Interviewer will notify the involved MDT members of the dates of scheduled services. Although notification of the interview will be provided, only investigative entities will be permitted to observe. These parties are: Department of Children and Families, Law Enforcement and the State's Attorney's Office. The confidentiality of the interview is vital to the investigation and the function of the MDT at the CAC. It should be noted that all parties who witness the interview become witnesses and could be called to trial for criminal or civil court proceedings. It is not recommended that caretakers, lawyers representing caretakers, therapists, social workers (School Board, Law Enforcement, etc.), advocates, or other significant others be present in the interview room or waiting area during a forensic interview however determinations can be made by the team on a case by case basis. Parties who may be considered are: advocates, service providers, interns*, consultants*, researchers*, other approved personnel*.

(* indicates those who would need to sign an additional confidentiality agreement on a case by case basis as they are not regulated by the same professional requirements and ethics to maintain confidentiality.)

POTENTIAL COMPLICATIONS

SCHEDULING

It is in the best interest of the child and investigation that the interview take place as soon as possible after the report of maltreatment. However, scheduling poses some challenges including team member absence, time conflicts, or jurisdiction changes. In the event one of these challenges arises, rescheduling may become necessary. Regardless of the reason, a determination should be made by the team regarding rescheduling with consideration given to the child's age, immediate safety and the spontaneity of the disclosure.

INTERPRETERS

The CAC will provide an interpreter for those interviews where one is needed. In most cases, advanced notice will be needed in order to make this provision. Scheduling will depend on the availability of an interpreter, and may require the interview to be conducted during normal business hours. The CAC will maintain a list of certified interpreters available in Highlands County and will provide basic Forensic Interview training to the interpreters to ensure the information being translated meets the requirements for the forensic, fact-finding nature of the interview.

TEAM MEMBER ABSENCE

If a team member is unable to attend the interview, he or she should notify the interviewer immediately and determine an appropriate replacement. Viewing the recorded interview is not an equal substitution for the active participation provided during a live observation. If rescheduling becomes necessary, the family's point of contact with either the Department of Children and Families or Law Enforcement shall be responsible in notifying the family and the Forensic Interviewer will be responsible for notifying the MDT of the amended schedule.

FAMILY ABSENCE

If the family is unable to attend the interview, the point of contact for the family shall attempt to determine the reason (transportation, illness, etc.). Assistance can be requested from the CAC through the CAC Family Advocate, however the CAC cannot transport the child or family to the appointment. If resources are available, they can be offered through the family's point of contact. If there are no resources available, or if the family is unable to make the appointment for other reasons, the interview may need to be rescheduled. The family's point of contact will be responsible for informing the Forensic Interviewer of the family's unavailability, and the forensic interviewer will notify the MDT of the new appointment time or cancellation of services.

JURISDICTION CHANGE

Unless child safety dictates that an interview must happen immediately, the interview should not be conducted before the agency or department with the actual criminal jurisdiction has been notified. The forensic interviewer does not interview in segments to correlate events to jurisdiction, and instead will cover any and all abuse while clearly stating during the interview the jurisdiction related to each disclosure, if

known, so that one recorded interview can be used regardless of the jurisdiction. The investigative entities and the rest of the MDT should be aware that some jurisdictions have distinct legal or investigative requirements, and that those may differ from their own. Law Enforcement should immediately notify the entity with jurisdiction, advise the authorities of the nature of the case and determine appropriate actions in proceeding. The decision to continue an interview should be based on the proper investigative authority as well as the need to assess the child's safety. If the interview must be rescheduled, either the CAC Family Advocate and/or the family contact should talk to the child and family, explaining the need to avoid repetitive interviewing and thus the need to wait until all investigative entities are able to be present.

PRIOR INVESTIGATIONS

Occasionally it is learned that prior investigative activities have occurred without all the parties being present, notified or involved. For example, Law Enforcement may have investigated an allegation where the Department of Children and Families was not present or vice versa. In other cases, another agency or department may have conducted its own investigation prior to determining that the case was not within its jurisdiction. In such circumstances notes, recordings, reports, etc., generated from the earlier investigative activities should be reviewed by the MDT before questioning the child or any other witnesses.

PERFORMING THE INTERVIEW

ARRIVAL

The child and his or her non-offending caregiver or caretaker should be asked to arrive at the CAC 15-minutes prior to their scheduled interview. If accompanied by the family contact with one of the investigative entities, the professional can determine if the family would like them to remain until the interview starts or can introduce the family to the CAC Family Advocate and excuse themselves to the observation room. The CAC Family Advocate will greet them, explain the CAC and MDT response, give an overview of services available and provide a written caregiver resource to the family. Specific information related to the case shall not be discussed at this time.

Following the introduction to the CAC Family Advocate, the Forensic Interviewer explains the forensic interview process and collects demographic information from the caretaker. If applicable, the family will also receive information regarding the medical examination.

All parties present to observe the interview shall remain in the observation room so as to not disturb the child and family. Due to close quarters, all parties need to be on time for the services so that confidentiality and comfort can be provided to the child and family by the advocates.

PREPARING THE NON-OFFENDING PARENT OR CAREGIVER FOR THE INTERVIEW

At the time of referral for the interview, non-offending caregivers should be advised by the family contact to refrain from interrogating, rehearsing, tutoring or otherwise preparing the child for the forensic interview. When notifying a caretaker of the appointment, the appointment time and information to reach their family contact will be provided. Caretakers can be encouraged to reassure their child by explaining the child will speak to someone who "talks to children a lot" and to encourage the child to be truthful in the interview. If a caregiver does not believe a child's disclosure, the concerns should be documented and the MDT should be aware. Additionally, caregivers should be encouraged to not discuss specific disclosures with the child prior to

the interview, however discussions between children and caregivers are normal and healthy especially regarding the emotional impact of a traumatic event.

The following guidelines should be shared with all team members and the caregiver prior to the interview:

DO:

- Tell the child about the interview and its purpose
- Tell the child to be truthful
- Describe where the child will be going, highlighting the safety of the facility and staff

DON'T:

- Discuss the investigation with others in the child's presence
- Tell the child he or she is coming to play
- Misrepresent any information to the child
- Rehearse the child's statement
- Scare the child in any way, including mentioning repercussions to the alleged perpetrator

COMMUNICATION BETWEEN THE MDT AND THE INTERVIEWER

It is important to establish a means of communication between the team and the interviewer during the interview. At the CAC, the interviewer will take a break during the interview and leave the room to briefly consult with the team of observers (located in the observation room). A break can also occur just before ending the interview to ensure there are no additional questions or information needed.

INTERVIEW ROOM AND EQUIPMENT

1) There shall be training and adequate practice provided to all Forensic Interviewers on electronic and visual equipment.
2) Detailed, systematic instructions and "troubleshooting guides" will be provided to all MDT team members and a copy will remain posted near the equipment.
3) A large clock will be prominently displayed in the interview room and periodically included in the camera's view during the recording. The clock shall be checked prior to each interview for accuracy, at a minimum.
4) Only one child's interview shall be recording per DVD.
5) All DVD's must be labeled with the child's name, child's date of birth, interviewing agency, interviewer's name, case number, date and time of interview.
6) Before the interview begins, assurances will be made that all equipment is working properly.
7) The recording should be started before the child enters the room and should not be turned off until the conclusion of the interview. The camera shall not be turned off at any time when the child is in the interview room, even when the interviewer leaves the room for team consultation.

THE INTERVIEW: REQUIREMENTS OVERVIEW

1) All forensic interviews of children conducted at the CAC shall be recorded and observed by involved members of the MDT from the designated observation area. During the forensic interview, observing team members shall listen attentively and notice verbal and non-verbal behaviors. Observing team

members can formulate and write questions to discuss with the interviewer during the break in the interview.

2) If there is more than one interview with a child, all sessions should be recorded. Each recording subsequent to the first should begin with a clear statement indicating that it is not the first interview.

3) A summary is produced from the recording and the interviewer reviews it for accuracy.

4) Confidentiality of the recorded forensic interview is of utmost importance. Original recordings should be kept in the custody of the agency performing the interview, CPT or CAC, in a locked and secure place. Viewing and reproduction of recording will be limited in accordance with rules set forth by the Florida Statutes, Department of Children and Families legal counsel and the State Attorney's Office.

5) If an original video and/or audio recording must be transported, it shall be hand delivered and not entrusted to commercial couriers. Copies or recorded forensic interview shall be hand delivered unless impractical.

6) No recorded forensic interview should ever be destroyed, even if damaged or suffering from technical issues before a case is completely closed and appeals are exhausted.

FORENSIC INTERVIEW: GUIDELINES

1) The successful investigation of child abuse often hinges on obtaining reliable information from the child. In many cases, knowledge of what has occurred comes solely from information the child provides during the forensic interview. Interviewing children is a task that requires an open perspective, which is also analytical and critical. This perspective is necessary to avoid reaching inaccurate conclusions: concluding that abuse has occurred when it has not or concluding that abuse has not occurred when it has.

2) There is consensus among researchers and practitioners on the underlying principles that should guide forensic interview with children who may have been abused. The most important premise is that reports about events are most likely to be accurate when the child freely generates them. Thus, every effort should be made by the interviewer to create a questioning environment that enhances free recall and minimizes interviewer influence. The Child Protection Team teaches a flexible structure, with best practices from the American Professional Society on the Abuse of Children (APSAC) guidelines and Recognizing Abuse Disclosure Types and Responding (RADAR) protocol, a modified National Institute of Child Health and Human Development (NICHD) protocol for forensic interviewing. (attachment CPT Handbook Appendix H)

3) The principles of the forensic interview include:
    a. Minimizing potential stress from the investigation
    b. Obtaining accurate information
    c. Recognizing all the purposes of the investigation
    d. Accommodating development and/or cultural differences
    e. Protecting against improper influences on memory and reports
    f. Conducting a thorough, open-minded and sound interview

g. Maximizing the use of techniques that will elicit reliable information
h. Minimizing the use of leading or coercive questions that could change or contaminate the child's memory of the event(s)

4) In the event a child is not disclosing during the interview, and Law Enforcement or the Department of Children and Families has evidence to support the maltreatment allegation, the interviewer can be advised to introduce a small amount of the evidence as part of the conversation in the interview. No concrete or tangible evidence is permitted.

5) If a subsequent interview on the same allegations is needed, the request must come from either Law Enforcement or the Department of Children and Families and be pre-approved by the State Attorney's Office. A multi-session interview is discouraged, but if anticipated would also need prior approval.

EMERGENCY COORDINATION AND MDT RESPONSE

An emergency coordinated response is initiated when Law Enforcement or Department of Children and Families investigators requests the forensic interview take place within a short period of time after an initial report is made. The CAC should be as flexible as possible to accommodate such cases. If the CAC cannot accommodate a request for an emergency coordinated response, services can be requested of the CAC and Child Protection Team in Bartow. If services still cannot be accommodated, additional care should be given to avoid repetitive and duplicative questioning. In many cases, first priority will be for the child to receive a medical examination and the coordination of these services is at the ultimate discretion and direction of the Child Protection Team network providers.

Cases that should be considered high priority and subject to an emergency coordinated response may include any or all of the following situations:

1) The suspect is in the home or remains in a caretaker role with the child or other children
2) The child is being pressured or persuaded to recant
3) There are risks to the child and their families' emotional or physical well-being
4) The suspect has been arrested and a preliminary hearing is imminent
5) The suspect is a flight risk
6) There is a potential for numerous children or suspects

Some cases should be considered high priority and subject to a coordinated response at the earliest opportunity, but not necessarily immediately. These may include cases in which children:

1) Make immediate disclosures, in which case a medical evaluation may be conducted prior to a forensic interview
2) Are likely to receive diminishing support for their disclosures in the subsequent two-three days
3) Are at risk for suicide or other significant mental health crises and may require an assessment to determine stability prior to or immediately after the interview.

CHILDREN'S ADVOCACY CENTER OF HIGHLANDS COUNTY

VICTIM SUPPORT AND ADVOCACY PROTOCOL

OVERVIEW AND PURPOSE

Victim Support and Advocacy services, as primary functions of the Children's Advocacy Center (CAC), are provided to all children and families served through the Children's Advocacy Center's Multi-Disciplinary Team (MDT) Protocol for Investigations and requires the collaboration of the full MDT to be successful. The responsibilities and services provided by the Victim Advocates/Family Advocates include, but are not limited to:

1. Crisis assessment and intervention, risk assessment and safety planning and support for children and families throughout the MDT process.

2. Assessment of individual needs and cultural considerations for the child and family to ensure those needs are addressed.

3. Presence at the CAC during the Forensic Interview in order to participate in information sharing with other MDT members, inform and support the family about the coordinated, MDT response, and assess needs of child and non-offending caregiver.

4. Provision of education and access to victim's rights and crime victim's compensation.

5. Assistance in procuring concrete services (housing, protective orders, domestic violence intervention, food, transportation, public assistance, civil legal services, etc.)

6. Provision of referrals for specialized, trauma focused, evidence-supported mental health and medical treatment, if not provided at the CAC.

7. Facilitate 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 victims' rights.

9. Participation in case review in order to discuss the unique needs of the child and family and plan associated support services, ensure the seamless coordination of services and ensure the child and family's concerns are heard and addressed.

10. Provision of updates to the family on case status, 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.

13. Active participation in MDT Case Reviews.

TRAINING AND CERTIFICATIONS

All advocates performing services at or on behalf of the CAC must have completed a minimum of 24 hours of instruction including: dynamics of child abuse; trauma informed services; crisis assessment and intervention; risk assessment and safety planning; professional ethics and boundaries; understanding the coordinated Multi-Disciplinary Team response; understanding, explaining, and affording of victim's legal rights; court education, support, accompaniment; knowledge of available community and legal resources, referral methods and assistance with access to treatment and other services (Including protective orders, housing, public assistance, domestic violence interventions, transportation, financial assistance, interpreters, and any other needs determined on a client by client basis); cultural responsiveness and addressing implicit bias in service delivery; caregiver resilience; and domestic violence/family violence/ children's exposure to domestic violence and poly-victimization. All advocates must also complete an additional 8 hours of training and education every two years. All certifications and training agendas must be provided to the CAC on an on-going basis as documentation of the advocates' eligibility to provide services to the CAC clients and inclusion in the protocols put forth by the MDT.

PROVISION OF VICTIM SUPPORT AND ADVOCACY SERVICES

INITIAL CONTACT NOTIFICATIONS

During the referral and intake process, detailed in the Referral and Intake Protocol, the children referred to the Child Protection Team (CPT) for Forensic Interviews or Medical Examinations will also receive Victim Support and Advocacy Services as part of the coordinated MDT Response. The initiation of victim support services is the responsibility of all MDT partners; however, notification of appointments shall be provided to the CAC Family Advocate by the either the CAC Manager or the CPT Case Coordinator as services are scheduled. The CAC Family Advocate will then make arrangements for the child's arrival at the CAC based on information gathered from the CPT Case Coordinator, including any cultural, developmental or other accommodations. Notification of an appointment shall be emailed from the CPT Case Coordinator to the CAC Manager and Family Advocate to include the case number(s) of the investigative entities, if known, for the purposes of case tracking. The email will not include any client identifying information, but will indicate the service(s) scheduled to ensure appropriate resources are allocated and the team can be prepared for the arrival of the child and family or caregiver(s) to the CAC.

PREVENTING DUPLICATION OF SERVICES

The Highlands County MDT is fortunate to have multiple resources for Victim Support and Advocacy and will provide comprehensive services without duplicating efforts of the various agencies. The team of advocates includes:

1. CAC Family Advocate (specializing in the trauma-focused services provided to children at the CAC, service referrals, assistance with victim's compensation benefits, court orientation/support/accompaniment)

2. Highlands County Sheriff's Office (HCSO) Victim Advocates (specializing in crisis assessment and intervention, risk assessment and safety planning, assistance with victim's compensation benefits, court support/accompaniment, and service referrals)

3. Peace River Center (PRC) Domestic Violence and Sexual Assault Victim Advocates (specializing in all of the services outlined in the Overview and Purpose section of this protocol).

In an effort to reduce any duplication of effort and to ensure the victim and their support system are not unnecessarily overwhelmed by any part of the investigation, notification of assignment will be sent on a daily basis to include any and all case numbers known to the various advocates. Additionally, during the intake process, the CAC Victim Advocate will verify if another advocate has already had contact with the family and make arrangements for the initial visit to the CAC accordingly. The preferred method will be for a determination to be made for the victim advocate best suited to serve the child long term to take the lead, including any orientation to the CAC for the purposes of CPT services. If it is determined the CAC Family Advocate will be the most appropriate following initial contact by one or more of the other advocates, an introduction to the family is requested from the advocate who has had prior contact to best serve the victim and family or caregiver(s). If it is determined that the advocate who has made contact remains the most appropriate, the advocate will be asked to assist the CAC with case tracking by providing information indicating services and contacts, and may also be asked to complete the initial and follow up Caregiver OMS Surveys.

ADVOCACY AND SUPPORT DURING FORENSIC SERVICE PROVISION

During the scheduled appointment time, the primary assigned advocate will be present to assist the CPT Case Coordinator with the provision of the forensic services and to assist in the supervision of the child and family/caregiver(s) while at the facility. The advocate will greet the family and escort them to a private and secure area of the building. The advocate will give a brief orientation to the CAC including the mission and function of the MDT and the CAC. During this time, the advocate will be available to answer any questions as long as they are not regarding investigation-specific details.

FOLLOWING FORENSIC SERVICE PROVISION

Following the initial services, the investigative entities, either observing the forensic interview and/or awaiting the completion of the medical examination, will confer with the CPT Case Coordinator and the advocate during a post-services meeting to share initial recommendations and initiate the service referrals to support the child and family or caregiver(s). It is imperative that during this follow up meeting the advocate receive all information needed to refer the family to specialized services (as needed), or that another MDT member has been designated responsible to do so. Prior to the family leaving the CAC, they will be provided with a personalized Caregiver Handbook, minimally including all contact information for the parties, as well as recommendations from the team with written instructions regarding any follow up items needed including a safety plan. All information indicated in the Caregiver Handbook will also be verbalized to the appropriate caregiver with an advocate present to assist with support and encouraging any questions that may be raised.

The caregiver with the child will also be asked to complete the initial OMS Caregiver Survey to conclude the initial visit to the CAC.

ON-GOING SUPPORT AND ADVOCACY

The advocate will be available to the family and/or caregiver(s) as often as needed to answer any questions, provide any additional information, clarify any information received including general information regarding the investigative process throughout the life of the case. The advocate will not discuss investigation specific information with the family so as to support the other MDT members, and additionally to not compromise an investigation or complicate specific instructions given. If investigation specific questions are raised, the advocate will provide the investigator with a detailed message and request for follow up if appropriate. All activities of the CAC Family Advocate will be documented in CAC CareNet as "Encounters", and all information received from the other advocates will be scanned into the CAC CareNet system and documented for case tracking and grant reporting. The CAC will provide information to the child and family or caregiver(s) during their initial contact with the center, included in the Caregiver Handbook which contains useful information related to the investigative process, symptoms of trauma, additional resources, and contact information for the specific investigators assigned in their case, including representation from all MDT agencies.

CHILDREN'S ADVOCACY CENTER OF HIGHLANDS COUNTY

MEDICAL EVALUATION PROTOCOL

OVERVIEW

All children who are suspected victims of child sexual abuse are entitled to a medical evaluation by a provider with specialized training. The collection and documentation of possible forensically significant findings are vital, however the expectation of findings should not in any way inhibit the referral process of a child to the medical provider. In Florida, the Children's Advocacy Centers work either as or in collaboration with the Child Protection Team to provide the medical evaluations for children (F.S. 39.3035).

TRAINING AND CERTIFICATIONS

Medical Evaluations are provided by health care providers with a minimum of clinical pediatric experience and child abuse expertise. Medical providers meet at least one of the following training requirements:

1. Child Abuse Pediatrics Sub-board eligibility or certification

2. Physicians without board certification or board eligibility in the field of Child Abuse Pediatrics, Advanced Practice Nurses, and Physician Assistants should have a minimum of 16 hours of formal didactic training in the medical evaluation of child sexual abuse

3. SANEs without advanced practitioner training should have a minimum of 40 hours of coursework specific to the medical evaluation of child sexual abuse followed by a competency based clinical preceptorship. This means a preceptorship with an experienced provider in a clinical setting where the SANE can demonstrate competency in performing exams.

Per the requirements of the Child Protection Team, all medical evaluations on behalf of the CAC will be completed by a health provider with the following training standards:

1. Child Abuse Pediatrics Sub-board eligibility (Medical Director)

2. Child Abuse Fellowship training or child abuse Certificate of Added Qualification

3. Documentation of satisfactory completion of competency-based training in the performance of child abuse evaluations (Nurse Practitioners)

4. Documentation of 16 hours of formal medical training in child sexual abuse evaluation (Nurse Practitioners)

Medical personnel are experienced pediatric providers, and have received specialty training in the areas of child abuse and neglect. Nurse practitioners have regular, on-going supervision and collaboration with the medical director as well as 24-hour access via telephone/telemedicine for emergency consultation.

All health care providers will complete a minimum of 8 additional continuing education credits in the field of child abuse every two years. Teaching experience can also qualify for continuing education credits.

PROVISION OF MEDICAL EVALUATIONS

LOCATION OF MEDICAL EVALUATIONS

Medical Evaluations are completed either on-site through a linkage agreement with local health care providers who have been approved through the Child Protection Team Network, or at the Children's Home Society Children's Advocacy Center in Bartow, Florida where the Child Protection Team has a co-located office and qualified providers on staff. In both of these circumstances, the medical evaluation is completed in a child-focused setting within a Child Advocacy Center. There are rare circumstances where the emergent medical needs supersede an abuse related exam and the child will be seen at a local hospital emergency room. All hospital staff are openly discouraged from completing any medical exam for which they are not specifically trained and to utilize the on-call Child Protection Team professionals to request services once the medical emergency has been handled or for scheduling an appointment at the earliest possible time. The CAC's reinforce these mandates with medical personnel and the investigative entities during MDT Case Review and the CAC Advisory Board meetings, or as needed.

CRITERIA FOR MEDICAL EVALUATIONS

The criteria for the Children's Advocacy Center in partnership with the Child Protection Team for medical evaluations include the following: All physical and sexual abuse allegations meeting the following criteria:

1. Injuries to the head, bruises to the neck or head, burns or fractures in a child of any age.
2. Bruises anywhere on a child five years of age or younger.
3. Any report of sexual abuse of a child.
4. Sexually transmitted infections in a prepubescent child.
5. Any family in which one or more children have been pronounced dead on arrival at a hospital or other health care facility or have been injured and later died as a result of suspected abuse, abandonment, or neglect when any sibling or other child remains in the home.

RECOMMENDED CASES FOR MEDICAL EVALUATIONS

Cases recommended for the medical evaluation include all children who meet any of the criteria outlined in this protocol and the Referral and Intake Protocol. If the child's history is not clear to the Child Protection Team Case Coordinator at the time of intake, the CPT Case Coordinator will consult with one of the medical providers prior to scheduling an appointment.

PURPOSE OF THE MEDICAL EVALUATION

The purpose of the CAC Medical Evaluation is first and foremost to ensure the safety, health and well-being of the child. Secondary purposes include, but are not limited to:

1. Evaluate, document, diagnose and address medical conditions resulting from abuse;

2. Differentiate medical findings that are indicative of abuse from those which may be explained by other medical conditions;

3. Diagnose, document and address medical conditions unrelated to abuse;

4. Assess the child for any developmental, emotional, or behavioral problems needing further evaluation and treatment;

5. Educate the child and family regarding all aspects of the medical examination and outcomes;

6. Provide support relative to any recommended next steps and reassurance regarding child's overall health and well-being

7. Make recommendations regarding mental health and other services to address trauma related to the abuse/assault in coordination with other members of the MDT/CAC.

SCHEDULING THE MEDICAL EVALUATION

Scheduling the medical evaluation will be completed by a referral from either the Department of Children and Families, Law Enforcement or the State Attorney's Office to the Child Protection Team as described in the Referral and Intake Protocol, Florida Statute and the Child Protection Team Handbook. All agency protocols will be upheld through the screening and referral process, and will include consideration of child safety, accuracy of intake report, child's developmental history, prior abuse and neglect history, and potential investigative strategies. If a forensic interview is also needed, the medical evaluation will typically be scheduled to follow the initial interview.

The Case Coordinator schedules medical evaluations according to acuity, which is determined by medical staff. Priority 1 exams are scheduled immediately, priority 2 exams are scheduled within 72 hours, and priority 3 exams (e.g. downgraded based on delay) are scheduled within 1 week or first available appointment.

Notification of scheduled services to the investigative entities and the CAC Family Advocate will be provided by the CPT Case Coordinator or the CAC Case Manager, depending on the case.

EMERGENCY MEDICAL EVALUATIONS

Emergency Forensic Medical Evaluations are different in protocol and procedure than emergency medical treatment and should be clearly defined and differentiated by all investigative entities and the MDT. A child who is in need of immediate medical attention should not be asked to postpone seeking treatment for the purposes of providing a forensic medical exam. However, if emergency medical attention is not necessary, investigative entities should consult with the Child Protection Team to arrange for the most appropriate services to forensically assess for child abuse and neglect. A plan should then be developed between the CPT Case Coordinator, the investigator, the Victim or Family Advocate and the family to seek the necessary services in a manner that specifically focuses on reducing any additional trauma to the child and allowing for child-friendly services to be administered at the first available appointment time. In honor of the investigative

entities' responsibilities, the Child Protection Team and Children's Advocacy Centers will make accommodations to prioritize appointments for children who may be asked to preserve evidence or be placed in a safe environment until they can be treated.

CPT Case Coordinators are training to perform basic triage and determine if acute or a scheduled medical evaluation is necessary. Medical staff are available 24 hours a day, 7 days a week for both telephone triage and emergency services if necessary, through the CPT On-Call Protocols.

If a child is having a medical emergency, they should be transported immediately to an Emergency Room or Primary Care Provider and not brought to the CAC for medical treatment. Emergency medical conditions are classified as, but are not limited to:

1. Acute trauma with possible bone fracture, head trauma, abdominal injury, or other injury necessitating emergency care
2. Vaginal bleeding, discharge or significant pain
3. Pregnancy
4. Impairment from drugs or alcohol
5. Loss of consciousness

Emergency Forensic Medical referrals are other cases received, most likely on call, where a medical exam is required or requested. CAC Medical Providers can provide most acute sexual abuse/assault examinations within the normal business hours. After-hours examinations for cases in which forensic evidence must be collected will be provided by the on-call CAC Medical Provider, or local emergency room staff depending on the circumstances and the age of the child. CPT Case Coordinators are available to respond on-call, and should consult with the on call medical provider to advise whether a specific case requires an emergent examination or whether the child and agencies interests would best be served by an exam as soon as possible at the CAC.

LIMITING MULTIPLE EVALUATIONS

If a child has already been examined by an emergency room or physician's office, and the child has received a well-documented evaluation and treatment, the child will not be re-examined by the CAC medical provider except for any recommended follow-up examinations or determinations. A review of the records by a CAC Medical Provider and/or medical consultation between the two providers is often appropriate and utilized to avoid duplication of services.

LIMITING DUPLICATIVE HISTORY TAKING

Prior to the medical evaluation, the CPT Case Coordinator will inform the CAC Medical Provider verbally or in writing, or the Department of Children and Families report, Law Enforcement report, forensic interview disclosures and any other relevant information. Medical history is limited to gathering information that is pertinent to the formulation of a medical diagnosis. If the medical evaluation is scheduled to immediately follow a forensic interview, the CAC Medical Provider may participate in the post-interview meeting between the investigative entities, the CPT Case Coordinator and the CAC Family Advocate.

DOCUMENTATION AND STORAGE

1. The medical history and physical examination will be recorded on CPT forms for physical or sexual abuse as appropriate to the case, with attached diagrams as needed to illustrate findings. The medical examination forms/reports are stored in a secure computer database.

2. Any laboratory specimen will be labeled with the child's name, date of collection, site and test.

3. Digital photographs will be taken of the child's face and any injuries noted on the exam. Photos will be stored in the medical computer, password protected, in locked medical exam room. Files will be labeled with the child's name, case number, date of birth, and date of examination. Physical abuse photos will be printed and made a part of the medical record. Because of the sensitive nature of sexual abuse photographs, and because specialized training is required to interpret these photos, all sexual abuse photos will remain in the computer and will not be printed.

4. Acute sexual abuse examinations will be conducted in accordance with the current Child Sexual Assault Protocols published by the Office of the Attorney General of the state of Florida. Chain of custody will be maintained on all forensic collections. Any forensic evidence collected will be turned over to law enforcement immediately after the examination is completed. If law enforcement personnel are not on site, the evidence collection kit will be stored in the medical refrigerator in the locked medical examination room until claimed by the law enforcement officer.

AVAILABILITY OF MEDICAL EVALUATIONS

Specialized medical evaluations are available and accessible to all CAC clients regardless of ability to pay. There is no charge to families for medical evaluations conducted at the CAC. Exams are conducted only upon referral by the Department of Children and Families, Law Enforcement or the State Attorney's Office. The cost of medical examinations and related laboratory cultures is included in the contract with these agencies.

The forensic examination may reveal the need for additional testing (such as X-Rays) or for treatment at a primary care office or emergency room. The Case Coordinator and/or medical staff may assist family with accessing these services through Medicaid or private insurance. Case Coordinators will assist families with completing applicable forms such as Sexual Battery Claim Form and Victims of Criminal Activity forms to obtain reimbursement.

CHILDREN'S ADVOCACY CENTER OF HIGHLANDS COUNTY

MENTAL HEALTH PROTOCOL

OVERVIEW AND PURPOSE

Mental Health is a critical discipline represented on the Multi-Disciplinary Team (MDT) of the Children's Advocacy Center (CAC) of Highlands County, and serves the specific purpose of treating trauma through evidenced-based programs. A mental health perspective is also useful supporting the MDT in reducing trauma to the child victim and their family throughout the investigative process. Treatment begins with the very first contact between the child and the CAC and continues as long as the individual child's needs dictate. Additionally, therapy is not part of the forensic process and instead focuses on healing. Providers (either on-site or through partnership agreements with the CAC) provide specialized services in addition to support for families in recognizing and addressing trauma-symptoms, services to family members who frequently have their own trauma histories, and siblings to the child victims to discuss their own feelings and reactions following a disclosure.

TRAINING AND CERTIFICATIONS

All mental health providers serving CAC clients must have completed a minimum of 40 contact hour CEUs in accordance with the provider's mental health related license requirements, CEUs from specific evidence-based treatment of trauma training and clinical supervision hours by a licensed clinical supervisor. In addition, the CAC provider must have at least one (1) of the following academic training standards:

1) Master's degree, licensed, certified, or supervised by a licensed mental health professional
2) Master's degree or license-eligible in a related mental health field
3) Student intern in an accredited mental health related graduate program, when supervised by a licensed/certified mental health professional (both the student and the supervisor must meet the previous 40-hour training requirement)

All mental health providers must complete an additional 8 hours of continuing education training in the field of child abuse every two years.

Additionally, ongoing clinical supervision is a required element of the training and certifications of the mental health providers who serve the CAC. Clinical supervision is required as a means to maintain licensure, and also to ensure the appropriate ongoing trainings and supports are available to the provider. Due to the varied needs of CAC clients, comprehensive interventions will need to be addressed throughout ongoing clinical supervision and the CAC will negotiate terms for supervision to best meet the needs of the clients and providers.

PROVISION OF MENTAL HEALTH SERVICES

REFERRAL PROCESS

The CAC has one mental health provider on staff and maintains a partnership with Peace River Center and Children's Home Society to provide additional mental health services in Highlands County. For all clients meeting the CAC's Case Acceptance Criteria, referral to the mental health providers will be initiated by the CAC Victim Advocate (see the Victim Support and Advocacy Protocol, pg. 3) and documented in the CAC CareNet system. The referral will be made after the initial encounter at the CAC whereby the child-victim and non-offending caregiver participated in CPT services to include FI, Medical Evaluation, Specialized Interview. Discussion with the investigative team regarding specific needs of the child and information regarding any disclosure by the child-victim will be taken into consideration when determining the scope of service. Additional recommendations may arise from the MDT Case Review and will also be documented by the Victim Advocate in the CAC CareNet process.

MDT Partners may refer clients outside of the CACs Case Acceptance Criteria by completing the *CAC Services Referral* Form and submitting to the CAC Manager. Every referral by an MDT Partner will be evaluated for consideration within a 7-day time period by CAC Staff. CAC Advocates, in partnership with the CAC Therapist will determine if the client's presenting needs would be best met at the CAC or by referral to a community partner agency. Communication to the referring agency will be provided.

At the time of referral, any releases of information needed for the parties to share information related to mental health records as part of the MDT Protocol will be collected from the appropriate caregiver in accordance with the policies set forth in this protocol, Florida Statutes, and Federal Statutes. It should be noted that information and records pertaining directly to an investigation of child abuse do not require a caregiver's consent for release.

PROVISION OF SERVICES

All clients of the CAC will be eligible for evidence-supported, trauma-focused mental health on a consistent basis, regardless of a family's ability to pay. The services made available will include the following elements:

1. Trauma-specific assessments including traumatic events and abuse-related trauma symptoms
2. Use of standardized assessment measures initially to inform treatment, and periodically to assess progress and outcomes
3. Individualized treatment plans based on assessments that are periodically reassessed
4. Individualized, evidence-supported treatment appropriate for the child client and other family members
5. Child and caregiver engagement in treatment
6. Monitoring of trauma symptom reduction
7. Referral to other community services as needed

Additionally, services will be provided to caregivers and siblings as needed. The services provided can include mental health therapy services and/or support services to include: safety and well-being of the child(ren), caregiver involvement in their child's treatment (when appropriate), emotional impact of abuse allegations, risk of future abuse, issues of distress that allegations may trigger. These services can be provided either at the CAC or through linkage agreements with other providers.

ADDITIONAL RESPONSIBILITIES OF THE MENTAL HEALTH PROVIDER

Due to the importance of the trauma-informed approach of the MDT, the provider who is working with the family directly will be required to attend and actively participate in the MDT Case Review and case management, share relevant information with the MDT while protecting the clients' right to confidentiality and the mental health professional's legal and ethical requirements; serve as a clinical consultant to the MDT regarding child trauma and evidence-based treatment; and monitor and share with the MDT the child's and caregiver's engagement in, and completion of, treatment. If there is no current provider at the time of the MDT Case Review, the CAC Therapist will be asked to attend to share the perspective, insight, and make recommendations consistent with trauma-focused mental health interventions.

CHILDREN'S ADVOCACY CENTER OF HIGHLANDS COUNTY

CASE REVIEW AND COORDINATION PROTOCOL

OVERVIEW AND PURPOSE

Case Review is the formal process by which the Highlands County Multi-Disciplinary Team will monitor and assess its independent and collective effectiveness to ensure the safety and well-being of children, families, and residents of the county. The purposes of Case Review include, but are not limited to:

1. Experience and expertise of MDT members is shared and discussed
2. Collaborative efforts are fostered
3. Formal and informal communications are promoted
4. Mutual support is provided
5. Protocols and procedures are reviewed
6. Informed, collective decisions are made

The purpose of Case Review is to support all team members and uphold the CAC's primary mission to provide child-friendly, culturally competent multi-disciplinary response to child victims of abuse and their families, while advocating for all children in Highlands County.

Case review will not preempt on-going discussions, and on-going discussions do not replace the formal Case Review.

SCHEDULING CASE REVIEW

The Children's Advocacy Center Multi-Disciplinary Team shall convene on the fourth Tuesday of the month at 9 AM, minimally, to conduct formal Case Review of the cases received by the investigative entities and recommended for review by one of the partners due to the complexities of the investigation. Meetings shall take place in the Conference Room at the Children's Advocacy Center, unless otherwise noted. Efforts will be made to provide for virtual attendance should the need arise.

Additional Case Review staffing's can be scheduled as needed to meet the requirements outlined by any of the partner agency policies and procedures (i.e.: Human Trafficking, Institutional investigations with the Department of Children and Families) or as requested and approved by any partner agency supervisor (see the Case Review Request Form).

CASE REVIEW PARTICIPATION

During the case review, representatives from the following agencies will be present at a minimum:

1) State Attorney's Prosecutor

2) Victim Advocate(s)
3) Child Protective Investigator
4) Law Enforcement Officer and/or Detective
5) Mental Health provider
6) Forensic Interviewer
7) Forensic Medical provider
8) Children's Advocacy Center personnel

Attendance of the full team and assignment to the Case Review is outlined in the Information and Confidentiality Policy and Procedure, and absences are strongly discouraged for the preservation of the quality of information available during the Case Review. Additional members may be invited to participate in a Case Review based on assignment or ability to share information with the team. These members may include, but are not limited to:

1) Law Enforcement
2) Department of Children and Families staff
3) Medical providers
4) Therapists
5) School personnel
6) Advocates
7) Service Providers/Contracted Providers
8) Heartland for Children

CASE REVIEW SCHEDULING AND NOTIFICATIONS

Case Review is a formal, recurring monthly event that primarily takes place in the conference room at the Children's Advocacy Center. Additionally, attendees may participate virtually as needed. Cases are selected during the referral and intake process, or at the request of any of the Multi-Disciplinary Team Members. Requests can be made by utilizing the Case Review Request Form and sending by secure email or delivery to the CAC in person.

Factors considered in the selection of the cases include, but are not limited to:

1) CAC Case Criteria (see the MDT Protocol)
2) Full Multi-Disciplinary Team assignment
3) Dissenting opinions regarding findings among the investigative entities
4) Inability for a determination to be made regarding the cause or validity of findings
5) High profile cases
6) High risk cases (typically those with 10 or more documented priors, or a prior removal from the person responsible)

Scheduling information is documented in the CAC CareNet Case Tracking System, and notifications will be generated by the system and sent to the work email of the persons assigned. If notifications through the system are unavailable for any reason, an additional notification will be sent using a password protected file and attached to a calendar invite. The email notification will also be utilized in the event there are participants who do not utilize the CAC CareNet system to ensure notification is received. The CAC will

conduct a survey, at a minimum quarterly, of the Multi-Disciplinary Team to assess their experiences, and provide comment sections that can include feedback regarding the effectiveness of the notification systems in place (see Case Tracking Protocol and OMS MDT Survey). Results will be provided during quarterly Case Reviews, and recommendations can be made during these meetings or at any time directed to the CAC Manager.

If a participant is unable to attend, notification is required with reasonable time to consult with agencies regarding alternatives prior to the staffing. Generally, staffing agendas will be generated with at least one-week notice, however the date is recurring and consistent and all agency personnel shall have recurring calendar invites continually.

CASE REVIEW PROCEDURE

Case Review will be facilitated by either the CAC Manager, the Child Protection Team Case Coordinator, or by partner agency staff who have completed the MDT Facilitator Training offered by the Southern Regional Children's Advocacy Centers (See Training Certifications). Co-facilitation of a Case Review is also possible, and in complex cases encouraged.

Before each staffing, the Case Review Staffing sign-in sheet will be distributed which includes the confidentiality and conflict of interest statements, as well as a statement regarding protected health information. Each participant is expected to sign in at each Case Review. The sign in sheet (see MDT Sign In) with the attached agenda becomes a permanent record of the Children's Advocacy Center and can be requested by any MDT member or partner agency at any time.

Discussion during Case Review will minimally include the following topics:

1) Review interview outcomes
2) Discuss, plan and monitor the progress of the investigation
3) Review medical evaluations
4) Discuss child protection and other safety issues
5) Provide input for prosecution and sentencing decisions
6) Discuss emotional support and treatment needs of the child and family members and strategies for meeting those needs
7) Assess the family's reactions and response to the child's disclosure and involvement in the criminal justice/child protection systems
8) Review criminal and civil (dependency) case updates, ongoing involvement of the child and family, and disposition
9) Make provisions for court education and court support and accompaniment
10) Discuss ongoing cultural relevance and needs unique to individual children and families, including issues pertaining to access to services
11) Ensure that all children and families are afforded the legal rights and comprehensive services to which they are entitled
12) Discuss how the CAC and MDT intervention is impacting the child and their family, including positive changes and challenges
13) Provide child well-being and outcomes, as available

(Note: The topics above are included in a Case Review Checklist issued to each new participant, and made available to all members at each Case Review. The document is considered to support the Multi-Disciplinary Case Review orientation that welcomes new members, explains the NCA Standard and provides the checklist of topics to be covered minimally at each Case Review Staffing.)

CASE REVIEW FOLLOW UP

Following the staffing, a summary of the discussion will be entered in the CAC CareNet system by a member of the CAC staff, primarily the staffing facilitator. All members assigned to the case will have access to this documentation using their own log in information and can be utilized for the purposes of case documentation by the participant assigned. If a staffing participant is not a registered user of the CAC CareNet System, the documentation can be requested from the CAC using the MDT Case Review Summary Request Form. This information received from other agencies shall not be subject to a public records request and all requests will be processed through the County to redact any case sensitive or protected information. The confidentiality policies of the other agencies and Florida Statute will supersede any request for information received by the Children's Advocacy Center, and use of the information documented shall become the responsibility of each team member and their agency.

The responsibility for each action shall be determined as part of the discussion and documented as part of the staffing record. If the CAC Staff has contact with the family prior to the Case Review Staffing through coordinating direct services or otherwise, responsibility of offering any additional services to the family and engaging in follow up shall default to the CAC. All contact with the family will be documented in CAC CareNet and can be shared with the MDT, including reactions to recommendations, referrals completed and any declinations to engage with a provider. However, there are instances where the CAC will not have prior involvement, contact information or rapport with the family, and the determination of who becomes responsible will be made by the team. In these instances, the staffing facilitator will communicate those recommendations to the parties who were deemed responsible by the team, and if the CAC has staff primarily facilitating the staffing, communication with the MDT partner will be documented as part of the case record.

CHILDREN'S ADVOCACY CENTER OF HIGHLANDS COUNTY

CASE TRACKING PROTOCOL

CASE TRACKING PROCEDURES

OVERVIEW AND PURPOSE

The Case Tracking system (CAC CareNet) will be maintained by the Children's Advocacy Center of Highlands County. All information contained in the system is the property of the CAC. All cases referred to the Children's Advocacy Center of Highlands County according to the criteria outlined in the Multidisciplinary Team Protocol and following the process outlined in the Referral and Intake Protocol will be entered into the Children's Advocacy Center secure database, CAC CareNet for the purposes of:

1. Monitoring cases throughout the multidisciplinary interagency response through final civil and/or criminal disposition;
2. Providing essential demographic information, case information, and investigation and intervention outcomes;
3. Providing for program evaluation, quality assurance and improvement;
4. Providing effective case management and family advocacy;
5. Providing grant reporting, data evaluation, data for funding sources, and information for research purposes.

DATA ENTRY

Information regarding cases meeting the criteria outlined in the Multidisciplinary Team Protocol will be provided immediately to the CAC at the time of intake to each of the partner agencies. All agencies are equally responsible for providing information to the CAC, and each agency is encouraged to independently notify the CAC of cases meeting the criteria to ensure effective information sharing by all agencies. Immediate notification to the CAC will also provide ample time for coordination of services to the CAC to include Family Advocacy and any other special accommodation to include translation services, etc. Agencies will also be required to submit monthly documentation of all cases received for review and screening by CAC staff, in the event notification of assignment was missed. The forms by which reporting will be received can be developed individually with each agency to account for their specific reporting codes and requirements, or a standard form issued by the CAC can be utilized. All information sent for purposes of reporting and case tracking should be directed to the CAC Manager.

The CAC is equipped to document and track information from all agencies in a central location, and utilizes the CAC CareNet for this purpose. CareNet is a database that allows for the tracking of cases; it provides for both case-specific and aggregate data. The CAC manager or their designee will generate and disseminate aggregate data reports to all MDT members. MDT partner agencies may obtain case-specific and/or aggregate data by contacting the CAC's designated individual responsible for the tracking system.

Information may additionally be used for quality assurance, quality improvement, funding, or research purposes.

Data and information collected by the CAC will be primarily entered by the CAC's Human Services Specialist to create the case and enter initial information, as well as continually update the system as needed. Additionally, all CAC staff will have permissions to update information as it is received, enter services provided, and view sections from other agencies to identify gaps in data and collection. In an effort to provide the best information to the MDT, information will be reviewed bi-weekly during CAC Staff Meetings to ensure all cases entered have all applicable information to meet the purposes outlaid in this protocol. The information collected will include all information up to the final civil and/or criminal dispositions of each agency involved. Information may be requested from partner agencies at any time for the purposes of data entry, information collection, however if all information is being provided as outlined, this should be the exception.

At no point will volunteers have access to the CAC CareNet system, regardless of background screening status.

INFORMATION COLLECTED

The information collected by the CAC will minimally include:

1. Demographic information for the child(ren) and family members
2. Demographic information for the alleged offender
3. Type(s) of abuse
4. Relationships between all parties
5. MDT members' involvement with children and families and relevant outcomes
6. Charges filed and case disposition in criminal court
7. Child protection outcomes
8. Status and follow through of medical and mental health referrals

CLIENT AND MULTIDISCIPLINARY TEAM FEEDBACK

The CAC will also be responsible for collecting and monitoring client feedback through surveys issued during the initial visit and at a 60 day follow up. The CAC will utilize the National Children's Alliance Outcome Measurement System (OMS) for these purposes and will track the information in the online system. Data collected from clients will be made available to the Multi-Disciplinary Team for review bi-annually during the January and June Case Reviews.

Additionally, the MDT will also be surveyed using the OMS System quarterly and information received from these surveys will be reviewed during the January, April, July, and October Case Reviews, and compiled for an annual meeting and review of all protocols. If there is an issue that requires more immediate response, an additional meeting may be set outside of the case review with the members of the MDT.

Data entry in the online OMS system will be the primary responsibility of the CAC Family Advocate.

CHILDREN'S ADVOCACY CENTER OF HIGHLANDS COUNTY

CHILD SAFETY AND PROTECTION PROTOCOL

OVERVIEW

Nationally, there are over 800 Children's Advocacy Centers who provide services to child abuse victims and their non-offending families, and do so in an individual and community-centered way. While every center may look and operate differently, the environment of a CAC provides for physical and psychological safety of the child and family. Below are the general rules put forth by the Children's Advocacy Center of Highlands County, with respect to the co-location of the MDT followed by the specific criteria set out by the NCA and the strategies used by the Children's Advocacy Center and the Multi-Disciplinary Team in Highlands County.

GENERAL RULES AND FACILITY POLICIES

A. Alleged Perpetrators or offenders are not permitted to access the CAC facility through the designated CAC entrance on the SOUTH side of the building. It is understood, however, that Law Enforcement and the Department of Children and Families departments may likely need to have interaction with a variety of offenders on the NORTH side of the building; therefore, it is imperative that all child victims and their non-offending caregivers who will come to the CAC for appointments, services, or general consultation, be given SPECIFIC instructions that they utilize the entrance on the SOUTH side of the building. As part of this edict, the staff of all agencies and professional are to use the large parking lot on the CAC side of the building. This ensures there be ample space for clients of the investigative agencies on the North parking lot.

B. In the event of a removal by the Department of Children and Families, there is a requirement for the Department to provide supervised visitation. Although the CAC facility is child friendly, the agencies understand the use of CAC space cannot be used for supervising a visit with a parent who has offended to the extent that a removal is warranted. The CAC may have recently served the child, or may serve the child in the future, and protecting the space for all children as safe and comfortable is not consistent with supervised visitation and removals. The Department may choose to use the conference room on the South side of the building for one-time visitation (if needed). There is clear separation, by way of a locked door between the CAC service providing space and the conference room.

C. The CAC provides mental health counseling for child abuse victims in the facility. During treatment, the family is often included in the process. The CAC requests that any parent(s) or caregiver who have been identified as the offender for one of the cases meeting the case criteria are not brought through the facility where other children and CAC services are provided. Should an agency need to meet with an AP, they are to use the conference room on the NORTH side of the building. It is noted that the parent may have been named an offender on a different maltreatment, and the CAC views this as a prevention effort in re-abuse to the child by strengthening the parent and child through therapeutic

interventions. As part of the information sharing, the CAC would also request notification to the providers if a new intake is received that would present any concern for a parent at the facility.

D. The Conference Rooms on the "CAC SIDE" of the building are available to partners for meetings and trainings with prior approval from the CAC Manager. Any agency representative visiting for a training should enter the building through the CAC Main Lobby and sign in/out.

ESSENTIAL COMPONENTS OF THE NCA STANDARD: CHILD SAFETY AND PROTECTION

THE CAC IS A DESIGNATED, TASK-APPROPRIATE FACILITY

The facility which aligns with the following criteria:

1. Maintained in a manner that is physically and psychologically safe for children and families – the CAC of Highlands County is located near the downtown area of Sebring, FL which is the county seat and is within reasonable walking distance of 4 public schools

2. Provides observation or supervision of clients within sight or hearing distance by CAC staff, MDT members or volunteers at all times - all MDT members are co-located, aside from the State Attorney's Office, however that office is located within two blocks of the CAC

3. Is convenient and accessible to clients and MDT members – the CAC provides a joint response with the investigative team for clients of the CAC to supervise children and families at all times during their visit. Clients at the facility for appointments with other agencies are supervised during those times by MDT members. Additional family members may wait in the waiting area with the CAC Receptionist or volunteer

4. Is appropriate for the delivery of CAC services – the CAC is child friendly in decoration and has agencies responsible for investigations separated from the CAC staff and advocates to provide safety for both the clients and the agency staff, and to support confidentiality and information protection

5. Provides age-appropriate and culturally diverse toys and other resources that are childproofed, cleaned, and sanitized to be as safe as possible

SEPARATION OF VICTIMS AND ALLEGED OFFENDERS

A. Victims, their non-offending care givers, and families enter the facility through the designated CAC side (south side) of the building.

B. Alleged offenders are not permitted to access the CAC portion of the facility, whether through the designated CAC entrance (on the south side of the building), or through any other entrance.

C. In the event that services are provided to youth with problematic sexual behaviors, every attempt to schedule appointments when no other children are in the building will be made. Additionally, the child will be supervised at all times, and will be escorted to and from locations within the building.

PHYSICALLY ACCESSIBLE FACILITY

The CAC is a County maintained facility that is ADA Compliant* and has wheelchair accessibility. The facility is child friendly with a waiting area where they can play, color, and read books. Bathrooms located in the facility offer handrails, changing stations for infants and stepstools to ensure children can reach where necessary.

*The ADA Coordinator is Pamela Rogers, Human Resources Manager for Highlands County Board of County Commissioners.

CONFIDENTIAL CASE CONSTULATION AND DISCUSSION

Confidentiality and respect for each CAC client is of utmost importance. The CAC facility is setup in such a way that there are specific areas for each part of the investigative process. The facility includes:

- Conference Rooms (3) – All are accessible to MDT members for use
- Private Offices – CAC Family Advocates, Forensic Interviewer, Observation, Medical, Therapist, and CAC Manager
- Dedicated Interview Room – Not utilized under any other circumstance
- Waiting Area – Dedicated for clients receiving CAC services
- Waiting Area – Dedicated for clients receiving Child Protection Team (CPT) services, such as Forensic Interviews or Medical Evaluations

Each room of the facility is equipped with soundproofing material on the walls. Members of the MDT are encouraged to go into a vacant room or office to discuss aspects of the case where members related to the case or others are not able to overhear conversations.

CODE OF CONDUCT

The CAC has implemented a Code of Conduct for all staff and MDT members that ensures the safety of children and families. The following is included in the Code of Conduct:

- Child safety and well-being is a primary priority and value in the CAC and one that guides policy and practice decisions
- Contact not related to CAC service provision between staff and child/client is prohibited
- Physical contact between child/client and staff/MDT members must be consistent with the safety and well-being of the child/client
- Staff interaction with child clients should be interruptible and/or observable
- Duty of staff to report suspected child abuse

Each staff must receive and agree to the Code of Conduct as written. Likewise, MDT members will also be informed of the CAC's Code of Conduct and the expectation that it guides work within the CAC.

CHILD SAFETY ASSESSMENT

The CAC conducts an annual safety assessment ensuring that the facility is both physically and psychologically safe for the children and families it serves, as well as for the CAC staff and MDT.

MANDATORY REPORTER

According to Florida law, it is the duty of every person residing in the state to report the suspicion of child abuse. CAC staff members are mandated reporters. Training is provided to ensure that all updates to state statutes and mandated reporter laws are communicated to staff members and volunteers. Suspected child abuse calls can be made to the Florida Abuse Registry hotline at: 1-800-96-ABUSE or 1-800-962-2873 or via online report at: https://www.myfamilies.com/service-programs/abuse-hotlint/report-online.

CHILDREN'SADVOCACY CENTER OF HIGHLANDS COUNTY INFORMATION AND CONFIDENTIALITY POLICIES AND PROCEDURES

INFORMATION SHARING

Pursuant to the CAC Multidisciplinary Team's (MDT) protocol, agencies may share information and records pertaining to specific child abuse investigations. However, all statutes, rules and regulations regarding confidentiality still apply outside the above setting and circumstances.

Data contained in the CAC case tracking system (CAC CareNet) and the case tracking system files is the property of the Children's Advocacy Center of Highlands County.

State statute provides for all members of the MDT the ability to exchange case information. However, information sharing is limited to the purposes of investigation, services and advocacy and should never be shared outside of the professional responsibilities of each MDT member.

During Case Review, MDT members meet to discuss case status, investigative findings, child safety, family supports, relevant party's reactions to allegations, court proceedings, case planning, service referrals, and opportunities for advocacy and support.

If an agency representative of the multidisciplinary team cannot present at a staffing due to unavoidable circumstances, follow up by a designated attendee is asked to inform them of the staffing's outcomes. Information sharing is essential to the formal Case Review process with respect to state laws and client confidentiality requirements. Non-attendance is specifically discouraged due to the value of each MDT representative with case specific information in collaborative Case Review, however in the event of an emergency, if a direct service member is unavailable a supervisor will be asked to report on behalf of the agency during the Case Review.

CONFIDENTIALITY

Regulated laws of the State of Florida dealing with child abuse case sensitive materials supersede any agency policy and procedure. Maintaining the confidentiality of a client's victimization from any individual not directly involved in investigation and/or services for the client is of primary importance to the MDT and the CAC. During case staffings and reviews, all present are asked to sign a confidentiality statement which states that any information shared during Case Review is specific to the staff assigned to the case and for the purposes of best serving the victim and family.

Case summaries distributed by the Child Protection Team (CPT) at a staffing remain the property of CPT and are not to leave with any member of the MDT.

CHILDREN'S ADVOCACY CENTER OF HIGHLANDS COUNTY

CONFLICT OF INTEREST DISCLOSURE AND CONFIDENTIALITY AGREEMENT

ACKNOWLEDGEMENT OF CONFLICT OF INTEREST AND CONFIDENTIALITY

During the time that I serve as a professional or volunteer within the Children's Advocacy Center, I realize that I will gain access to information that is considered to be confidential and/or proprietary. Such information relates to families, donors, strategic planning, initiatives, proposals, criteria, or decisions made with regard to the business of the Children's Advocacy Center.

Since confidential and proprietary information is crucial to the operation of the organization, and because the Children's Advocacy Center has an obligation to protect such information, I agree that I will not use, publish, or disclose information during or subsequent to my time at the Children's Advocacy Center, and that I will preserve the restricted nature of this information except to the extent that it becomes publicly available, or is otherwise lawfully obtained outside the scope of this agreement from third parties.

Confidential information includes but is not limited to:

1) Case information about the children and families served by the Multi-Disciplinary Team
2) Client records and team decisions made relative to specific cases
3) Donor information
4) Staff or volunteer information, including background checks

By signing this acknowledgement, you confirm that:

1) Confidential information will be held in the strictest confidence and will not be disclosed to any person or in any manner which is inconsistent with applicable policies and procedures with the Children's Advocacy Center or agency of employment (if applicable).
2) The obligation to uphold confidentiality shall continue indefinitely, including all times after your association with the Children's Advocacy Center.
3) Impermissible disclosure of confidential information may result in legal action, by or on behalf of the individual(s) impacted.
4) Materials will not be duplicated without express written permission by the Children's Advocacy Center or the author of the materials.
5) Information will not be removed from the Children's Advocacy Center without the express permission of the Manager.
6) Information related to personal or prior relationships to any person working or being served by the Children's Advocacy Center MDT requires immediate notification to the Children's Advocacy Center Manager and agency supervisor (if applicable).

SIGNATURES

(NAME) (DATE)

(SUPERVISOR) (DATE)

(DATE FILED WITH THE CHAMPION FOR CHILDREN ADVOCACY CENTER)

3. OMS - Multidisciplinary Team (MDT)

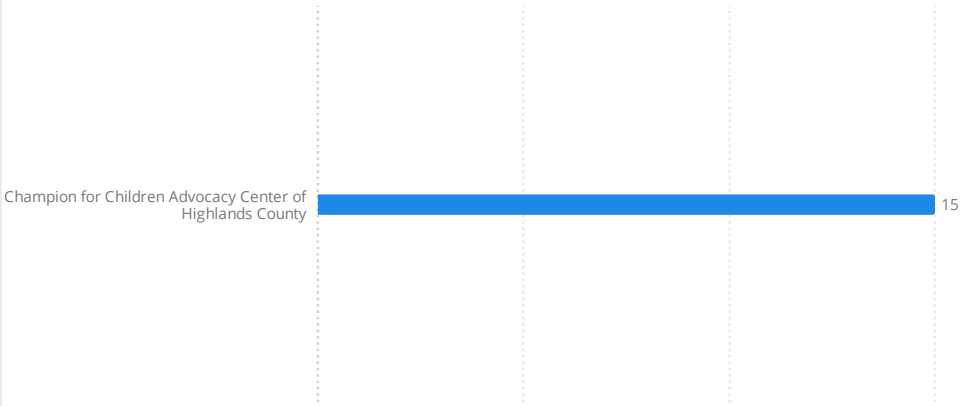
Full Report

Filters

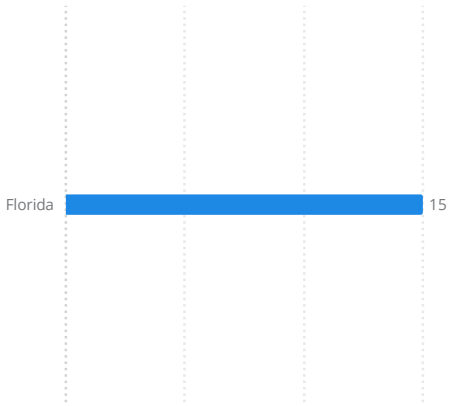
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Collection Method: All

Center/Location



State

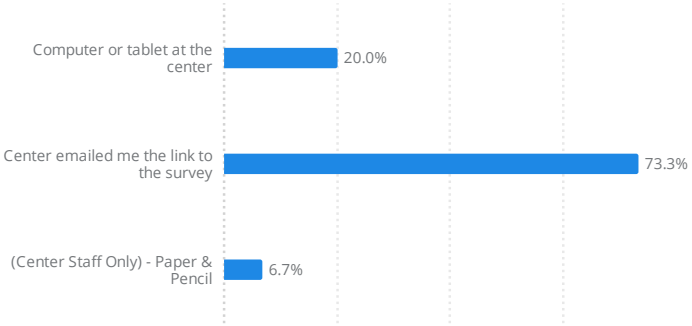


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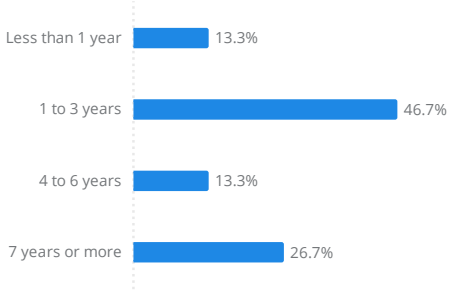
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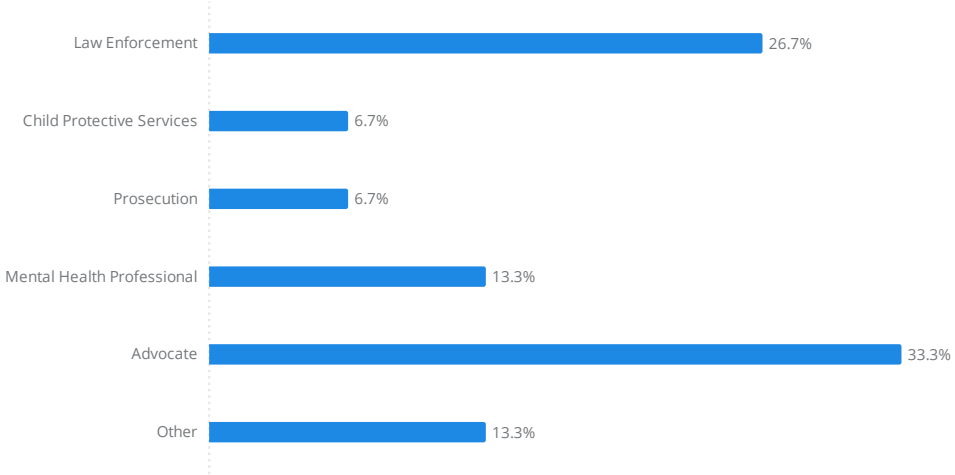
Survey Completion Method 15



How long have you worked with the CAC Model at this center? 15



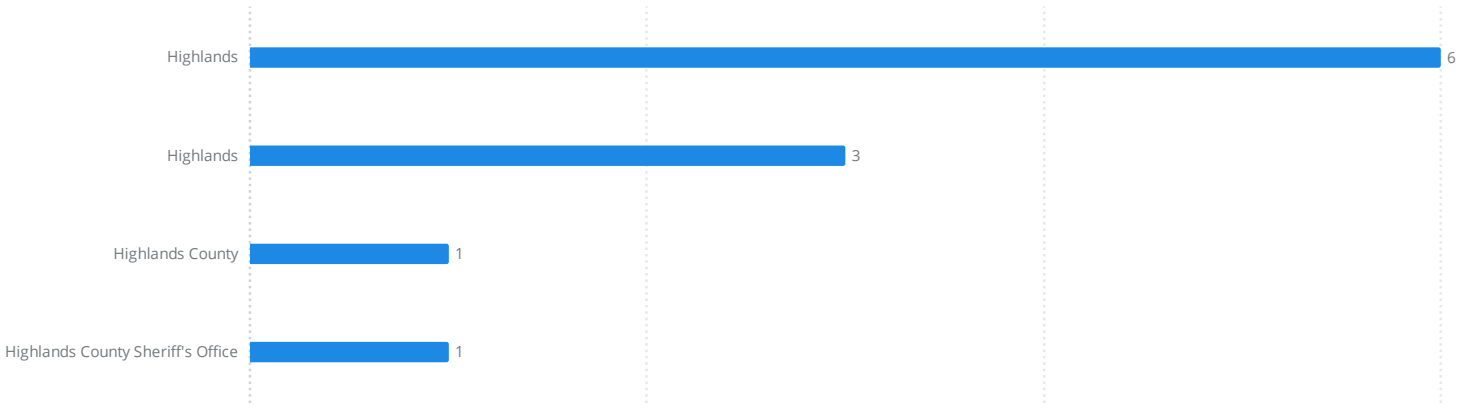
Professional Discipline 15



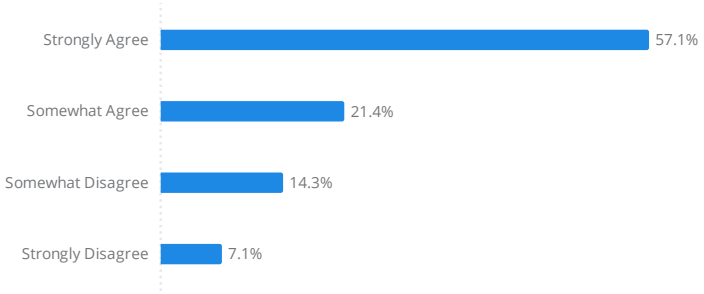
Other Professional Discipline

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County (Fill-In)



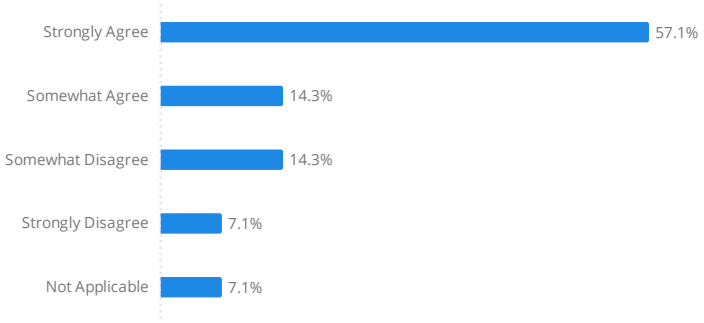
1. Team members willingly share information relevant to our cases. 14



Question 1 - Optional Comments

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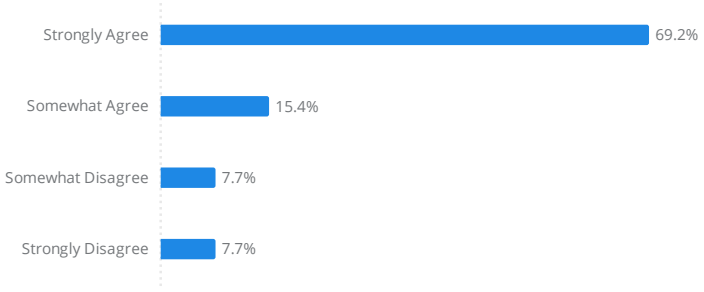
2. I can provide input during the forensic interview process. 14



Question 2 - Optional Comments

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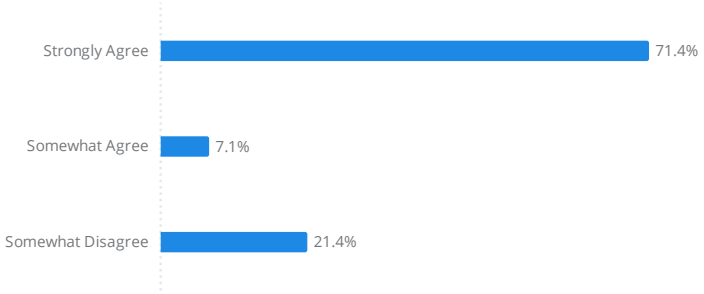
3. Members of the multidisciplinary team demonstrate respect for the perspectives and informational needs of other team members. 13



Question 3 - Optional Comments

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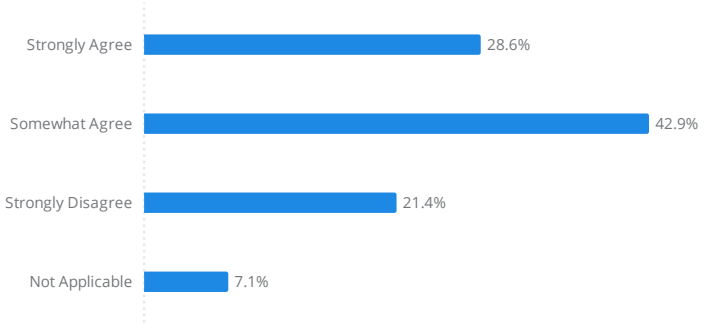
4. The children's advocacy center model fosters collaboration on the multidisciplinary team. 14



Question 4 - Optional Comments

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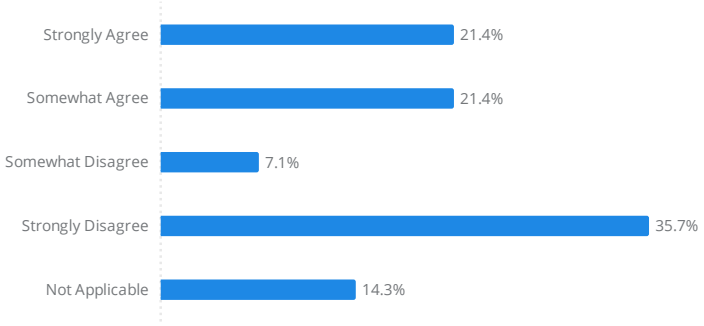
5. Team meetings are a productive use of my time. 14



Question 5 - Optional Comments

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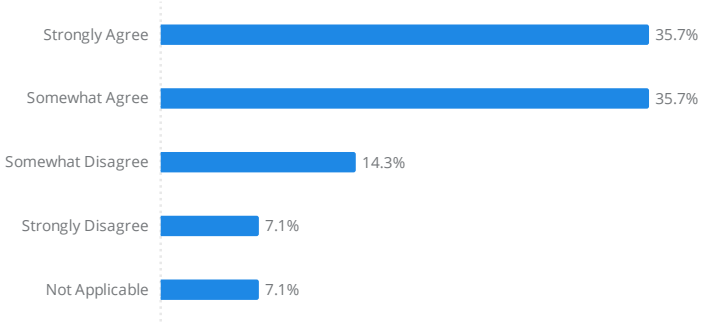
6. Case review team meetings help me with my work on cases. 14



Question 6 - Optional Comments

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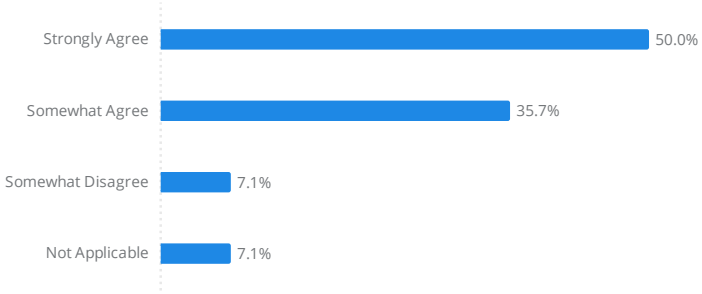
7. Other team members understand my role on the team. 14



Question 7 - Optional Comments

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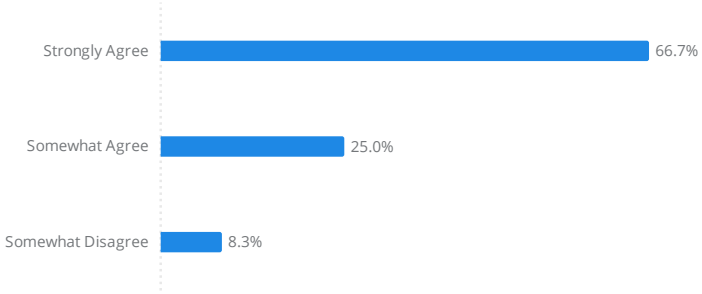
8. I believe the clients served through the Center benefit from the collaborative approach of our multidisciplinary team. 14



Question 8 - Optional Comments

No data found - your filters may be too exclusive!

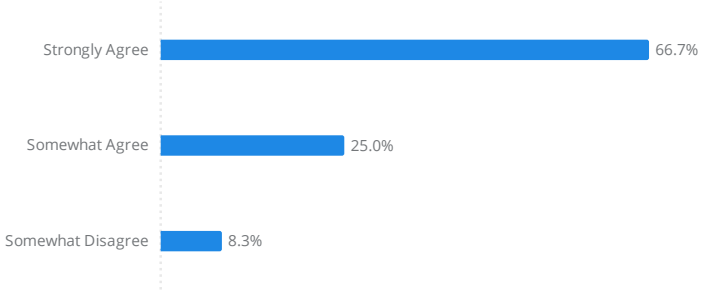
9. My supervisor/agency is supportive of the work of the multidisciplinary team. 12



Question 9 - Optional Comments

No data found - your filters may be too exclusive!

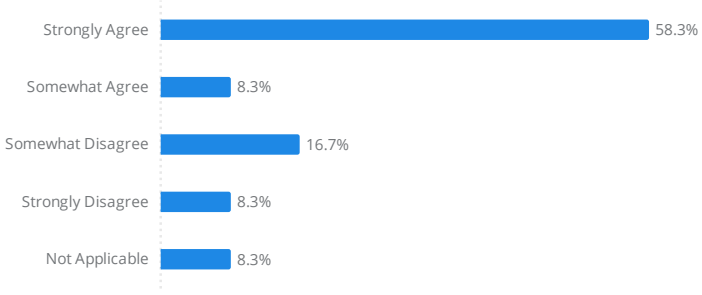
10. All members of the multidisciplinary team are actively involved in cases relevant to their role. 12



Question 10 - Optional Comments

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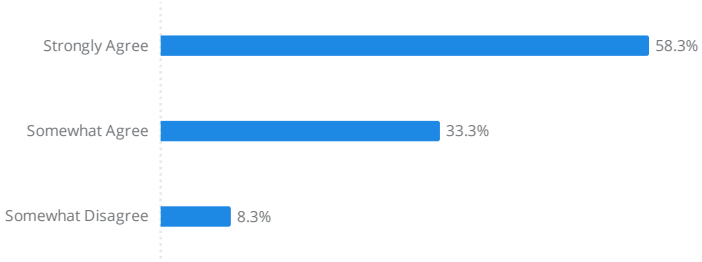
11. Resources provided by the Center help improve work on our team's cases. 12



Question 11 - Optional Comments

No data found - your filters may be too exclusive!

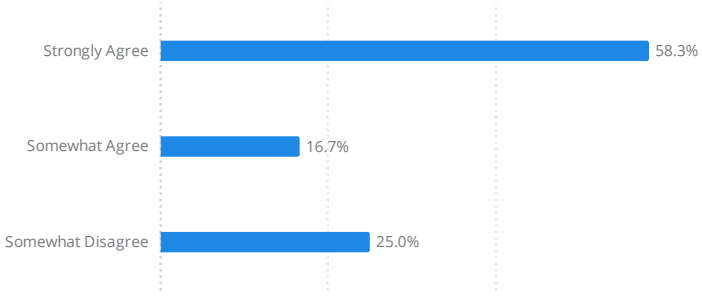
12. The Center provides an environment where I feel safe expressing my concerns or making suggestions about the functioning of the multidisciplinary team. 12



Question 12 - Optional Comments

No data found - your filters may be too exclusive!

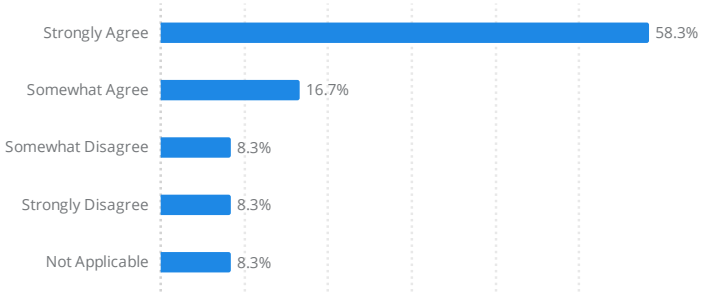
13. I can get the information I need to fulfill my areas of responsibility on cases. 12



Question 13 - Optional Comments

No data found - your filters may be too exclusive!

14. Other team members turn to my agency for information, expertise and direction. 12



Question 14 - Optional Comments

No data found - your filters may be too exclusive!

Please share any additional observations, opinions, concerns and/or recommendations.

MDT reviews could be shorter and straight to the point. Less rambling from others in a different field with suggestions or new information that could have been communicated prior to MDT review.

No more results to show

Application: Sebring, Florida

Sarah Rogers - srogers@highlandsfl.gov
2023 CAC Center Application (Accreditation & Reaccreditation)

Summary

ID: 0000000032

Diversity, Equity, and Access

Completed - Oct 5 2022

Standard 2

Standard 2: Diversity, Equity, and Access: The Children's Advocacy Center provides culturally responsive services for all CAC clients throughout the duration of the case.

Component 2A:

Does the CAC in partnership with the MDT conduct a community assessment at a minimum of every 3 years, which includes? Check all that apply

Community demographics	Yes
CAC client demographics	Yes
Analysis of disparities between these populations	Yes
Strategies for outreach to unserved or underserved communities, in alignment with identified disparities	Yes
Strategies for outreach to un- or underserved communities	Yes
A method to monitor the effectiveness of outreach and intervention strategies	Yes

Please upload your Community Assessment

Highlands County CAC Community Assessment 2022.pdf

Filename: Highlands County CAC Community Assessment 2022.pdf **Size:** 21.5 MB

Component 2B:

How does the CAC ensure that provisions are made for non-English speaking and deaf or hard of hearing children and their family members throughout the investigation, intervention, and case management process?

The CAC has bilingual members on staff that serve most of the needs for non-English speaking children and their families. The CAC also has a contract with an agency that provides translation services. Those services are available 24/7.

Component 2C:

How are the CAC services accessible and tailored to meet the various individualized and unique needs of children and families regarding culture, development and special needs throughout the investigation, intervention, and case management process?

The specialized interview that takes place prior to the forensic interview addresses any issues of culture or beliefs which might impede the investigation and/or testimony of the child. The assessment of the non-offending caregiver/family member investigates any cultural issues or impairments which need to be addressed.

Component 2D:

Describe the CACs ongoing efforts to recruit, hire, and retain staff, volunteers, and board members that reflect the demographics of the community.

The Highlands County Board of County Commissioners is tasked with the responsibility of recruiting, hiring, and retaining staff, volunteers, and board members. The hiring practices are located in the Personnel Rules and Regulations.

Please upload the CAC's policies and procedures regarding efforts to recruit, hire, and retain staff, volunteers, and board members who reflect the demographics of the community.

If this information is already included in a previously uploaded attachment please list the attachment name and page number.

Personnel Rules Regulations revised 12.15.2020 (ADA no Forms); Pages 51-55

Component 2E:

Can all CAC staff demonstrate participation in DEI training a minimum of eight hours every two years?

Yes

Required Attachment: Please upload documentation demonstrating completion of required 8 hours of DEI training every 2 years for all CAC staff.

DEI CAC Training.pdf

Filename: DEI CAC Training.pdf **Size:** 992.9 kB

Component 2F:

Does the CAC provide MDT members access to DEI training and information on an annual basis?

Yes

Required Attachment: Please upload documentation demonstrating that the CAC has offered DEI training to the MDT on an annual basis.

MDT Training Information.pdf

Filename: MDT Training Information.pdf **Size:** 522.3 kB

Certificate of Training Completion

Presented to:

Julie Richardson

In recognition of completion of the online training:

Are We Judging or Serving?

Trainer(s): Crystal Morris, Jeffrey Shearer

Date: September 9, 2022

Signed:

Pam Menendez

Director

Florida's Center for Child Welfare

University of South Florida

UNIVERSITY OF SOUTH FLORIDA

5158-A

Valid for Child Welfare Professional In-service Training Hours in the State of Florida Only: 1.5

Certificate of Completion

Julie Richardson, Masters

has participated in the online activity titled

Improving Cultural Competency for Behavioral Health Professionals

9/1/2022 Online

This program is approved for 5 *Contact hours for statement of participation.*

Activity Title	Credit Hours	Date Completed
An introduction to cultural and linguistic competency	**1**	**8/25/2022**
Know thyself - Increasing self-awareness	**1**	**8/31/2022**
Knowing others - Increasing awareness of your client's cultural identity	**1.5**	**9/1/2022**
Culturally and linguistically appropriate interventions and services	**1.5**	**9/1/2022**

Brian Mozelak 9/1/2022
Director, Continuing Medical Education
Ciné-Med Inc.

CONTINUING MEDICAL EDUCATION
Ciné-Med
127 Main Street North
Woodbury, CT 06798

Certificate of Training Completion

Presented to:

Julie Richardson

In recognition of completion of the online training:

Wh am I Bias?

Trainer(s): Omar M. Bohler, ACPO MPA CPM

Date: September 12, 2022

Signed:

Pam Menendez

Director

Florida's Center for Child Welfare

University of South Florida

UNIVERSITY OF SOUTH FLORIDA

5158-A

Valid for Child Welfare Professional In-service Training Hours in the State of Florida Only: 1.5

National Children's Advocacy Center

Local Service. Global Leadership.

VERIFICATION OF ATTENDANCE FOR CONTINUING EDUCATION CONTACT HOURS AWARDED

This is to certify that the individual listed below attended the continuing education activity specified.

Victor Garcia-herreros
1968 Sebring Parkway,
Sebring, FL
License State:
License No.:

Event Title: 38th International Symposium on Child Abuse
Date: March 21, 2022 - March 24, 2022
Location: Virtual
Event Format: Live

Activity	Contact Hours	NBCC Credits
Adolescents and Today's Multi-Media World: A Practical Approach to Balancing Its Reality	1.50	1.50
Avoiding Vicarious Trauma and Burnout: Advice from Trauma Professionals	1.50	1.50
Digital Safety: What Breadcrumbs Are You Broadcasting?	1.00	0.00
Female Genital Mutilation/Cutting: Cultural Rite of Passage or Crime?	1.50	0.00
Interdisciplinary Cooperation Around Children and Youth with Problematic or Harmful Sexual Behavior	1.50	0.00
Minimizing Miscommunication with Who, What, Where, When, and How Questions in Child Interviews	1.50	1.50
New Approaches to Address Sexting and Other Types of Self-Produced Explicit Content	1.50	1.50
Preventing Child Sexual Abuse (CSA) in Youth-Serving Organizations (YSOs)	1.50	0.00
Self-Harm and Suicidal Ideations Disclosed in the Forensic Interview	1.50	0.00
Sextortion	1.50	0.00
Strategies to Nurture Hope During Adversity and Trauma, Part II	1.50	1.50
The People in Your Neighborhood: Working with Sexual and Gender Minority Youth Victims	1.50	1.50
Truths About Youth and Technology	1.50	1.50
You Can't go Forward Looking in the Rearview Mirror! How Victim Advocates Foster Routes to Recovery	1.50	0.00
Total	20.50	10.50



Chris Newlin, Executive Director
National Children's Advocacy Center
Virtual,



Karen Hangartner, Director of Professional Services
National Children's Advocacy Center
Virtual,

PROVIDER STATEMENTS:

Counseling:
National Children's Advocacy Center has been approved by NBCC as an Approved Continuing Education Provider, ACEP No. 6923. Programs that do not qualify for NBCC credit are clearly identified. National Children's Advocacy Center is solely responsible for all aspects of the programs.

Law Enforcement:
This training is eligible for continuing education credit from the Alabama Peace Officers' Standards and Training Commission (APOSTC).

Legal:
This course or a portion thereof has been approved by the Mandatory Continuing Legal Education Commission of Alabama for a maximum of 22.5 hours credit, including 0 hours of ethics.

Marriage & Family Therapy:
National Children's Advocacy Center has been approved by NBCC as an Approved Continuing Education Provider, ACEP No. 6923. Programs that do not qualify for NBCC credit are clearly identified. National Children's Advocacy Center is solely responsible for all aspects of the programs.

Social Work
This program is Approved by the National Association of Social Workers (Approval # 886746741-5794) for 22.5 continuing education contact hours.

VectorSolutions™

Training Certificate of Achievement

Hereby Acknowledges that

John Anthony

has completed the in-service training on 7/7/2022 for

Diversity, Equity and Inclusion: Skills for Employees JAM-00004

Congratulations on your completion of this 0.60 hour online course.

Michael Schreiner

Michael Schreiner, VP of Content

As an IACET Accredited Provider, Vector Solutions offers CEUs for its programs that qualify under the ANSI/IACET Standard.

ACCREDITED IACET PROVIDER

Vector Solutions | Two Urban Centre | 4890 West Kennedy Boulevard | Suite 300, Tampa, FL 33609 | 866.546.1212

Ce4Less.com
Certificate of Completion

Bernadette C Hansen

License Number: MH8651

Is awarded 2 CEs
for successful completion of

Practice with Diverse Populations: Tools for Cultural Competence

This is a Clinical Course

This is a Cultural Competency course

On: 4/15/2020

William A. Cook, Ph.D.
Director, Ce4Less.com, Inc.

P.O. Box 17707
Missoula, MT
59808-7707

Ce4Less.com Is approved by the Florida Board Of Clinical Social Work, Marriage And Family Therapy And Mental Health Counseling (CE Provider #50-10860).

NCC
8/6/20

CERTIFICATE of ACHIEVEMENT

This is to certify that

Bernadette Hansen

has completed the course

Understanding Culturally and Linguistically Appropriate Services Standards

April 24, 2020

Florida Certification Board Provider
#5033-A, Exp. Date 12/31/2020

Florida Board of Social Work, Marriage & Family Therapy & Mental Health Counseling Provider #
50-1836, Exp. Date 3/31/2021

Florida Board of Nursing Provider
#50-1836, Exp. Date 10/30/2021

Florida Board of Psychology Provder
#50-1836, Exp. Date 5/31/2020

Credit Hours: 1.5

Pamela Waters

Director of Operations

Certificate of Completion

Bernadette Hansen, Masters

has participated in the home study program

Improving Cultural Competency for Behavioral Health Professionals

8/25/2022 *Online*

This program is approved for 5.5 *Contact hours for Counselors.*

Activity	Contact Hours	Date Completed
An introduction to cultural and linguistic competency	**1**	**8/25/2022**

Juliet Bui, MSW, MPA
Project Director, Think Cultural Health
Office of Minority Health, U.S. Department of Health and Human Services
1101 Wootton Parkway
Rockville, MD 20852
Email: Contact@thinkCulturalHealth.hhs.gov
1-833-485-1664

NBCC Approval #6999

Mercedes McNew, you have earned the following credits as part of 2022 Leadership Conference

Product	Component	Date	Credits Number
Session 6A: Salaries, Workloads, and Beyond: Takeaways from NCA's New CAC Staffing & Salary Survey	CEU Credit	06/08/2022	**1.00**
Session 2H: Addressing Anti-Blackness, Anti-Racism and Accountability in Child Abuse Prevention and Intervention	CEU Credit	06/06/2022	**1.00**
Session 3D: Operationalizing Equity: Creating an Inclusive Culture & Interrupting Bias	CEU Credit	06/07/2022	**1.00**
Session 4D: Assessing Problematic Sexual Behavior Using a Comprehensive, Trauma-Informed Approach	CEU Credit	06/07/2022	**1.00**
Session 5E: Boots on the Ground: The CAC Response to Incidents of Mass Violence	CEU Credit	06/07/2022	**1.00**
Session 5H: Made of Marble: The Intersection of Media & #MeToo in Adolescent Trauma Therapy	CEU Credit	06/07/2022	**1.00**
Leadership Conference 2022: Membership Meeting & Luncheon	CEU Credit	06/06/2022	**1.00**
Bonus Session: The People in Your Neighborhood: Working with Sexual & Gender Minority Youth Victims	CEU Credit	06/07/2022	**1.00**
Session 6B: Thriving Leadership in the CAC World	CEU Credit	06/08/2022	**1.00**
Session 6C: CAC Grant Funding: Expanding Services for Children and Families	CEU Credit	06/08/2022	**1.00**
Session 6D: Healing as a Right of All Victims	CEU Credit	06/08/2022	**1.00**
Bonus Session: Navigating Geographic, Cultural and Social Barriers to Expand Services in Frontier and Rural Communities	CEU Credit	06/07/2022	**1.00**
Opening Keynote: Dr. Jessica Pryce- Strengthening Families Using a Racial Equity Lens	CEU Credit	06/06/2022	**1.00**
Plenary Session: The Limits of ACEs	CEU Credit	06/07/2022	**1.00**
Closing Plenary Session: The Science of Happiness	CEU Credit	06/08/2022	**1.00**
Bonus Session: Finding Justice For Child Victims	CEU Credit	06/07/2022	**1.00**

THE FUTURE OF POSSIBLE

NCA 2022 LEADERSHIP CONFERENCE

CERTIFICATE OF ATTENDANCE

This certificate is presented to

MERCEDES MCNEW

for attending and participating in the

NCA 2022 Leadership Conference

Credits Earned: 16.00

Teresa Huizar, Executive Director

June 16, 2022

Date

National Children's Alliance®

The Force Behind Children's Advocacy Centers

VectorSolutions™



Training Certificate of Achievement

Hereby Acknowledges that

Mercedes Mcnew

has completed the in-service training on **5/19/2022** for

Diversity, Equity and Inclusion: Skills for Employees JAM-00004

Congratulations on your completion of this **0.60** hour online course.

Michael Schreiner, VP of Content

As an IACET Accredited Provider, Vector Solutions offers CEUs for its programs that qualify under the ANSI/IACET Standard.

ACCREDITED IACET PROVIDER

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CHILDREN'S ADVOCACY CENTER OF HIGHLANDS COUNTY

DIVERSITY, EQUITY, AND ACCESS: GUIDELINES AND PLAN

TABLE OF CONTENTS	PAGE #
OVERVIEW	**2**
Rationale	
National Children's Alliance Standard	
Relevance of Cultural Competency and Diversity	
CAC Responsibilities	
ASSESSMENT AND EVALUATION	**4**
Assessment of Diversity and the Larger Community	
Factors to Be Assessed	
Analyzing the Data	
Broadening the CAC's Public Awareness	
Taking the Next Steps	
DEVELOPING THE CULTURAL COMPETENCY AND DIVERSITY PLAN	**6**
Identifying the Needs of the Community, Clients, and Organization	
Identifying CAC/MDT Values	
Training and MDT Development	
Incorporating the Plan into the MDT Response	
Plan for Success	
Outcome Evaluation	
DIVERSITY, EQUITY, AND ACCESS PLAN	**8**
Overview	
Assessment	
Goals and Strategies	
Evaluation	
ATTACHMENTS	
POLICIES AND PROCEDURES	**12**
Highlands County Board of County Commissioners Human Resources Manual	
Highlands County Board of County Commissioners Policies on Committee Appointments	
Children's Services Council By-Laws	
DATA SOURCES	
A. Trading Economics	
B. CountyOffice.org	
C. Florida Health – Highlands County	
D. US Census Bureau 2020	
E. Y Charts	
F. Niche	
G. Highlands County	

OVERVIEW

RATIONALE

Cultural responsiveness is the ability to understand and consider different cultural backgrounds of the clients to whom [we] offer services. It also demonstrates the capacity to learn from and relate respectfully with people from both similar and different cultural backgrounds, requiring the ability to appreciate, understand and interact with members of diverse populations within the local community. Cultural responsiveness is a fundamental component of the CAC philosophy and is as central to operations as developmentally appropriate, child-focused, and trauma-informed practice. Like developmental considerations, cultural norms influence nearly every aspect of working with children and families, such as welcoming a child and family to the child advocacy center, employing effective forensic interviewing techniques, assessing the likelihood of abuse, selecting appropriate mental health providers, and securing services that are relevant and accessible to a child and family. To effectively meet clients' needs, the CAC and MDT must be willing and able to understand the clients' worldviews, adapt practices as needed, and offer assistance in a manner in which it can be utilized. Striving toward culturally responsive services is an important and ongoing endeavor and an integral part of a CAC's operations and service delivery.

Proactive, culturally relevant planning and outreach should focus on culture, experience of acculturation, ethnicity, religion, socioeconomic status, disability, gender, gender identity and expression, and sexual orientation. These factors contribute to a client's lived experiences and perspectives, and they must be considered and accommodated throughout the investigation, intervention, and case management processes. Addressing these factors in a culturally sensitive environment helps children and families of all backgrounds and experiences feel welcomed, valued, and respected by staff, MDT members and volunteers.

The CAC and its partners develop policies, procedures and practices that are designed to reduce disparities in access to services and outcomes from services provided. The CAC and MDT actively express values and understanding of equity and inclusion and those values are evident in practice

(Reference: National Standards of Accreditation for Children's Advocacy Centers 2023 Edition)

NATIONAL CHILDREN'S ALLIANCE STANDARD FOR DIVERSITY, EQUITY, AND ACCESS

Definition

The Children's Advocacy Center provides culturally responsive services for all CAC clients throughout the duration of the case.

Criteria - Essential Components

A. The CAC conducts a community assessment at a minimum of every three years, which includes:
    a. Community demographics
    b. CAC client demographics
    c. Analysis of disparities between these populations
    d. Methods the CAC utilizes to identify and address gaps, disparities and/or inequities in services
    e. Strategies for outreach to unserved or underserved communities, in alignment with identified disparities
    f. A method to monitor the effectiveness of outreach and intervention strategies

B. The CAC must ensure that provisions are made for non-English speaking and deaf or hard of hearing children and their family members throughout the investigation, intervention, and case management processes.
C. CAC services are accessible and tailors to meet the various individualized and unique needs of children and families regarding culture, development, and special needs throughout the investigation, intervention, and case management processes.
D. The CAC demonstrates ongoing efforts through formal policies, procedures, and practices to recruit, hire, and retain staff, volunteers and board members that reflect the demographics of the community.
E. The CAC values Diversity, Equity, and Inclusion (DEI) and requires CAC staff to participate in DEI training a minimum of eight hours every two years.
F. The CAC values Diversity, Equity, and Inclusion (DEI) and annually provides MDT members access to DEI training opportunities (whether provided directly or through access to other organizations) and MDT participation.

RELEVANCE OF DIVERSITY, EQUITY AND ACCESS

It is an organizational goal of the National Children's Alliance to develop culturally responsiveness in our organizations attitudes, practices, policies and structures at all levels: national, regional, state and local. It is necessary for staff members of Children's Advocacy Centers, governing/advisory boards, committees, and volunteers to appreciate the relevance of cultural responsiveness and diversity in our work.

The concept of culture is vast, and can be considered the shared knowledge, values, traditions, languages, beliefs, rules, and worldview of a social group. According to the Child Welfare Information Gateway, cultural responsiveness enables an individual or organization to respond respectfully and effectively to people of all cultures, languages, classes, races, ethnic backgrounds, disabilities, religions, genders, sexual orientations, and other diverse factors in a manner that recognizes, affirms, and values their worth.* This requires an ability to appreciate, understand, interact and work with members of diverse populations within the local community and in cross-cultural situations.

Why is this important?

- Appreciation of diversity and continuing efforts to achieve cultural responsiveness are consistent with the philosophical foundations of CACs
- Acknowledging and learning about cultural differences strengthens the Multi-Disciplinary response to abuse investigations
- Appreciation of diversity strengthens the effectiveness of Multi-Disciplinary Teams (MDTs) and other teams as they learn to respect the diversity of their community and to respect and value their individual differences
- Awareness of diversity enriches the options for alternate hypotheses
- Appreciation of diversity increases the number and kids of solutions teams can consider
- Appreciation of diversity and practicing inclusiveness opens channels of communication and favors endorsement of the MDT process by the diverse communities we serve
- Gaining diverse perspectives presents an opportunity for expression of new ideas and sharing of individual experiences

(*Reference: Child Welfare Information Gateway @ www.childwelfare.gov)

RESPONSIBILITIES OF THE CHILDREN'S ADVOCACY CENTER

*NOTE: THESE RESPONSIBILITIES ARE WITHIN THE SCOPE OF DIVERSITY, EQUITY, AND ACCESS AND ARE IN ADDITION TO THOSE OUTLINED IN THE MDT PROTOCOL AND OTHER DOCUMENTATION ON FILE.

- Provide professional services in a technically and culturally responsive manner.
- Continually seek to increase value to service population, embracing diversity of the community.
- Increase the probability that the CAC will be utilized by families and agencies and that the services are provided with a focus on preferences, needs and requirements.
- Strive to deliver services to Highlands County residents within their own communities.
- Provide information continually to CAC leadership, governing/advisory board, staff and administration that informs to the highest level possible regarding cultures, beliefs, values, life experiences, societal norms, language and other practices and preferences reflective of the diverse communities served.
- Demonstrate cultural responsiveness and sensitivity daily, at every level of CAC functioning.

ASSESSMENT AND EVALUATION

ASSESSMENT OF DIVERSITY AND THE LARGER COMMUNITY

Diversity is an important part of a CAC's cultural responsiveness efforts. Diversity assessments are an ongoing process, and information gathered can be used as benchmarks against which all future progress can be measured.

Good assessments may take several forms; however, they work best when comprehensive methods are used to identify key factors such as strengths, weaknesses, and needs.

Diversity of the populations assessed by the Children's Advocacy Center will include both clients served by the CAC and for the larger community. Part of the assessment will include identifying groups that the CAC is not serving, and identifying contributing factors, which may include but are not limited to:

- Variations in what is viewed as abuse, determined by such factors as religious beliefs, values, societal norms, life experiences and customs
- Variations in the prevalence of abuse within the diverse groups, as a reflection of differences in factors influencing the prevalence of abuse in all populations (poverty, stress, etc.)
- Tradition within a group that may not permit interacting with others outside their own community

The information gathered for these assessments will be obtained from a variety of sources, including:

1. CAC CareNet
2. Census Data
3. OMS Survey Information
4. Child Abuse Prevention and Permanency Task Force
5. Children's Services Council
6. Children's Advocacy Center Advisory Board
7. Community Outreach and Education
8. Community Presentations

9. Community Assessments (CHIP, Drug Free Highlands, Advent Health, Health Department, CAC)

FACTORS TO BE ASSESSED

Each CAC may choose to evaluate Diversity, Equity, and Access differently, however for the purposes of serving the community as outlined in the responsibilities section and to maintain funding and reporting requirements, the Children's Advocacy Center of Highlands County will seek to measure and assess the following factors (for both clients of the CAC and the community as a whole):

1. Age
2. Gender
3. Race
4. Ethnicity
5. Socio-economic status
6. Languages spoken/barriers to services
7. Religion
8. Disability (mental and physical)
9. Sexual orientation
10. Military status
11. Geographic location
12. Immigration status/reasons for immigrating
13. Employment status
14. Physical health
15. Benefits (free and reduced lunch, income, disability, food assistance, etc.)

ANALYZING THE DATA

The data collected will be analyzed to ensure that there are no gaps or barriers to the community and agencies in utilizing the CAC. Questions that will be helpful in assessing the significance of the information collected include:

- Does the client population reasonably represent the overall diversity within the wider community service area? If not, why?
- In evaluating the demographic data from the CAC CareNet, can trends or changes in the client population be identified? If so, what accounts for the changes?
- Did the information gathering turn up hidden populations or those with special needs that the CAC has not previously served or been aware of?
- What resources were identified within the community to learn more about these hidden populations?
- What opportunities for outreach were identified?

BROADENING THE CAC'S PUBLIC AWARENESS

Regular involvement from diverse community agencies and organizations can assist in ensuring a broader public awareness of the CAC's services, diversity and cultural responsiveness within the CAC and opportunities for:

1. Collaborations with diverse agencies and organizations
2. Participation in cultural events which provides a means to increase community awareness
3. Participation in cultural events also allows for learning about other cultures from a social perspective
4. Assistance in identifying valuable resources, such as interpreters and advocates

TAKING THE NEXT STEPS

Information regarding the assessment will be shared with leadership, governing/advisory board members, staff, the MDT, and during community meetings, specifically with communities or groups where the assessment has indicated improvement is needed to improve the CAC's response to child abuse with regard to cultural responsiveness. In addition to these assessments, the analyzation process will include larger questions including:

- Why is the CAC interested in cultural responsiveness and diversity?
- Why does the CAC want recommendation on how to improve?
- How will the CAC process and respond to these recommendations for improvement?
- What was indicated about the overall response of your CAC to its culturally diverse client population?
- What was indicated about the manner in which the CAC manages organizational issues related to diversity?
- What specific strengths were identified?
- What specific weaknesses were identified?
- What subjects and issues surfaced during your assessment and were not addressed in questionnaires, interviews and group discussions?

DEVELOPING THE DIVERSITY, EQUITY, AND ACCESS PLAN

IDENTIFYING THE NEEDS OF THE COMMUNITY, CLIENTS, AND ORGANIZATION

On an annual basis the Children's Advocacy Center will update the Diversity, Equity, and Access Plan based on information gathered during the assessment and evaluation. There may only be minor changes in the community level goals, but the plan will be updated to reflect staff and governing/advisory board changes, and to ensure there are no un- or underserved clients.

IDENTIFYING CAC/MDT VALUES

It is understood by the CAC and the MDT that in order to achieve true cultural responsiveness, the pursuit of information and understanding is never complete. Therefore, diversity, equity, and inclusion will be a continual topic of on-going education and training for all members of the MDT and efforts to engage diverse communities are integral to the MDT responsibilities. Diversity, Equity, and Inclusion will also be included in any CAC On-Boarding training, for CAC Staff, board members, MDT members, and community partners.

TRAINING AND MDT DEVELOPMENT

The CAC and MDT will continually seek training opportunities related to the topic of Diversity, Equity, and Inclusion. In the event a conference or seminar cannot be located, the CAC will provide information from

research articles, reach out to local leaders with diverse backgrounds, schedule faith leaders to share information, encourage participation in cultural events to engage communities and learn about social norms and customs, and engage community members to share experiences or perceptions related to the CAC or MDT. Information can be provided in many ways, including during a Town Hall Meeting, through the CAC Newsletter, during a scheduled training, using public displays in the building, or partnering with an agency who is providing information.

INCORPORATING THE PLAN INTO THE MDT RESPONSE

As part of the annual evaluation of the assessment data and community assessment, the Diversity, Equity, and Access Plan will be updated to include facility needs, training goals, expectations, additional resources needed, and alternatives if the resources are not readily available.

PLAN FOR SUCCESS

After identifying resources needed, the plan will include an explanation of related costs to ensure the success of the plan. In addition to costs, the plan needs to include means to measure outcomes of items included in the plan and a timeline by which to report activities and measure success. Although the plan will be updated annually, the timeline should be reviewed at a minimum of quarterly but may increase in frequency depending on the needs being addressed.

OUTCOME EVALUATION

The final component of the plan is a comprehensive evaluation of outcomes from the plan. The outcomes should be reported and re-worked if needed in order to address the items in the plan in a manner that best fits the community, organization, and client needs.

DIVERSITY, EQUITY, AND ACCESS PLAN

OVERVIEW AND PURPOSE

The Children's Advocacy Center of Highlands County will strive to provide a child friendly environment which is welcoming and inviting to all cultures, races, religions, sexual orientations, and physical and emotional needs of clients and families. Highlands County has varied populations, and our mission seeks to include all, as we know that child abuse does not discriminate. The National Children's Alliance Standard on Diversity, Equity, and Access states that culturally responsive services are made available to all CAC clients and coordinated with the Multi-Disciplinary Team response. A component of the standard is to develop a plan that includes a community assessment, goals and strategies that is reviewed and updated minimally every three years.

COMMUNITY ASSESSMENT

POPULATION

The 2020 U.S. Census Bureau data reports that Highlands County had 101,235 full-time residents, which reflects a growth in population of over 2,400 in the previous 10 years. The median age is currently up at 54 compared to the 2010 Census. Highlands County sees a large influx of residents during the winter months and has the largest percentage of the population in the under 65 age group representing 43.2% of the total population.

The population in the under 5 group is 4.1% (4,151) and the under 18 age group is 17% (17,210). Both of these percentages reflect a decrease when compared to the 2010 census data.

According to the 2020 Census, 64.8% of the population is reported as Caucasian only. African Americans reportedly represent 10.8% of the population, Latino (only) 22.1%, Asian 1.6%, Native American .7%, and other at .1%. The percentage of the population that were foreign-born was 11.3% in 2020, reflecting a slight increase from the previous year.

Gender is fairly even between the sexes with 49.1% male and 50.9% female.

In regards to special needs, 13.9% (14,072) of the population under the age of 65 are reported as having some type of disability. It was also reported that 18.8% (19,032) of the population under the age of 65 had no medical insurance.

There are a reported total of 42,721 households, and 18.2% (7,775) of the household report having children in the home. Single parent households totaled 42.1% (3,273) of the total of households with children.

The CAC of Highlands County saw 124 clients in 2020. Females accounted for 75% of the clients and males 25%. Of the 124 clients seen, 25% were 0 to 6 years of age, 38.7% were 7 to 12 years of age, and 36.3% were 13 to 18 years of age. Race was divided as follows: Caucasian – 47.9%; African American – 16%; Hispanic – 31%; Asian – 0.8; and Other (Bi-racial, others, and unknown) – 13.7%.

SERVICE AREA

The Children's Advocacy Center of Highlands County provides services to residents of Highlands County, which is located in the Florida Heartland region of Florida. The county is 1,106 square miles and is considered the 14th largest of Florida's 67 counties. There are three main municipalities including Sebring, which is the county seat,

Avon Park and Lake Placid, as well as 13 unincorporated communities. Highlands County continues to be considered a rural community with 97.2 persons per square mile.

Highlands County comprises the Sebring, FL, Metropolitan Statistical Area, meaning it is a geographical region with a relatively high population density at its core and close economic ties throughout the area.

On occasion, due to the satellite location of the Child Protection Team within the facility, there will be services provided for children from Hardee County. The Highlands County MDT is not part of the cases for children outside of Highlands County, and the CAC does not track those services.

EDUCATION AND INCOME

Educational attainment for Highlands County residents is reported as 85.3% complete high school or higher, and 17.5% complete a Bachelor's degree or higher – an increase of 7.4% over the previous 5 years. The largest university in Highlands County is South Florida State College. They awarded 611 degrees in 2020. UR Beauty & Barber Academy is also located in the county and awarded 14 degrees.

Additionally, in the 2021-2022 school year there were 17 public schools with a total enrollment of 12,363 students, 8 nonpublic schools with a total enrollment of 1,254 students, and several families who chose to homeschool their children.

Students currently enrolled in Highlands County Public Schools are 46% proficient in reading and 52% proficient in math. Of the over 12,000 students served, 76.2% qualify for free or reduced lunch. Students in Highlands County represent more than 55 countries and speak 32 languages.

According to the 2020 Census, the median household income for Highlands County was $43,708, compared to the US average of $64,994. The poverty rate was at 16.1% for the county and 11.6% for the country.

The number of households reported was 42,721. Out of the 42,721 households, 7,808 were households with children and 41.2% of those are single parent homes.

Poverty levels for the total population and children were reported as follows:

All Families:	16.1%
Children under 18:	27.7%
People 18-64	17.4%
People over 65	8.7%

ECONOMIC DEVELOPMENT AND EMPLOYMENT

Highlands County population has continued to grow over the last five years and is projected to continue to do so. The county offers an advantageous business climate with leaders committed to streamlined services, support programs, and low business costs. Business operating costs within the area are roughly 10 to 15 percent lower than metropolitan areas.

The top private places of employment include: AdventHealth (1,639), Walmart (935), Publix (522), Alan Jay Automotive Network (400), and Costa Farms (388). The top public employers in the county are currently:

Highlands County School Board (1,599), South Florida State College (421), Avon Park Correctional Institute (391), Highlands County Board of County Commissioners (381), and Highlands County Sheriff's Office (371).

The unemployment rate for the county currently stands at 4.40%, as of August 2022.

GOALS AND STRATEGIES

GOAL 1: THE CAC AND MDT MUST ENSURE THAT PROVISIONS ARE MADE FOR NON-ENGLISH SPEAKING AND DEAF OR HARD OF HEARING CHILDREN AND THEIR NON-OFFENDING FAMILY MEMBERS THROUGHOUT THE INVESTIGATION PROCESS.

Strategy 1: The CAC and MDT will provide interpreter services for children and their non-offending family members as needed at no cost to the family.

Strategy 2: The CAC utilizes court certified translators and will not use children or client family members for translation.

Strategy 3: The CAC and MDT will have written materials available in languages other than English.

GOAL 2: THE CAC AND MDT MEMBERS ENSURE THAT ALL SERVICES ARE PROVIDED IN A MANNER THAT ADDRESSES CULTURE AND DEVELOPMENT THROUGHOUT THE INVESTIGATION, INTERVENTION AND CASE MANAGEMENT PROCESS.

Strategy 1: MDT members who make initial contact with the family will assess any cultural issues that need special consideration, such as cultural background and languages used by the child and family.

Strategy 2: MDT members providing services to the child and non-offending family members will be sensitive to, adapt practices as needed and make appropriate recommendations and referrals based on diversity and client specific demographics.

Strategy 3: The CAC will maintain a culturally responsive environment for children and families of all backgrounds and cultures with materials and facility features that represent a variety of interests, ages, developmental stages, ethnicities, religions and gender identities of children and families served.

GOAL 3: THE CAC AND MDT ENGAGE IN COMMUNITY OUTREACH WITH UNDERSERVED POPULATIONS.

Strategy 1: The CAC staff will participate in community events where diverse communities are represented to raise awareness about child abuse and the services offered at the CAC.

Strategy 2: The CAC and MDT will have available and distribute materials about the CAC, child abuse prevention and intervention and will seek out opportunities to share information in the community.

Strategy 3: The CAC and MDT will actively seek partnerships with agencies and community members who engage different populations within the community, including faith-based organizations, cultural organizations, professional organizations, parent groups, service providers, or others as identified.

GOAL 4: THE CAC AND MDT WILL PARTICIPATE IN ONGOING DIVERSITY, EQUITY, AND INCLUSION TRAINING.

Strategy 1: The CAC and MDT will follow all individual agency requirements regarding cultural responsiveness and service provisions.

Strategy 2: The CAC staff will complete a minimum of eight hours of DEI training every two years. Areas of training may include: implicit bias, microaggressions, organizational learning, building a culture of inclusion, and reducing disparities in services.

Strategy 3: The CAC will seek training opportunities for the MDT related to the topics of diversity, equity, and inclusion.

Strategy 4: The CAC will continually engage all partners, leadership, and clients to provide feedback for areas of improvement or referrals for needed training.

EVALUATION

The Children's Advocacy Center's Diversity, Equity, and Access Plan was originally developed in 2016 with input from the Children's Services Council Advisory Board, and the CAC Advisory Board Subcommittee, and revised in 2022 to reflect current standards and components. The plan will continue to be reviewed quarterly within the CAC Advisory Board Subcommittee and updated annually. Following the review, partner agencies or other groups may be included to address certain topics or increase the capacity of the CAC and MDT related to cultural responsiveness. The strategies will be discussed at the Case Review to include all MDT members, and topics of discussion will be included in the monthly newsletter and Town Hall meetings. The Children's Services Council members are appointed by the Board of County Commissioners or designated by their elected offices or positions within the child welfare system. The Advisory Board includes representation from all MDT agencies, as well as additional agencies outlined in the MDT protocol, including: Department of Children and Families, Highlands County Sheriff's Office, Sebring Police Department, Lake Placid Police Department, State Attorney's Office, Peace River Center, Highlands Regional Medical Center, Child Protection Team, Victim's Services, Heartland for Children and two attorneys who deal with domestic violence and immigration and naturalization cases.

In looking at the numbers and all the factors considered, there is still work to be done in educating the community on child abuse prevention and cultural responsiveness. While the statistics are hard to find regarding the LGBTQ+ population in Highlands County, one thing is for sure – there is a need for more education, awareness, and support. Additionally, with the growing population and growth in diversity, the CAC will need to continue expanding its cultural responsiveness and being prepared to meet the individual needs of the clients served.

Table of Contents

000 – GENERAL PROVISIONS 10
POLICY 001 - FUNCTIONS OF THIS MANUAL 11
001:1 GENERAL PROVISIONS 11
001:2 CONFLICT WITH STATUTES 11
POLICY 002 - EMPLOYMENT AT-WILL 12
002:1 GENERAL PROVISIONS 12
POLICY 003- CODE OF EMPLOYER-EMPLOYEE RELATIONS 13
003:1 GENERAL PROVISIONS 13
POLICY 004 - PERSONNEL RECORDS 14
004:1 EMPLOYMENT RECORDS 14
004:2 INSPECTION OF PERSONNEL RECORDS 14
004:3 REPORTS 15
POLICY 005 - SOLICITATION AND DISTRIBUTION 16
005:1 GENERAL PROVISIONS 16
100 – EMPLOYEE BEHAVIOR 17
POLICY 101 - BEHAVIOR OF EMPLOYEES 18
101:1 GENERAL PROVISIONS 18
POLICY 102 - ATTENDANCE AND PUNCTUALITY 19
102:1 GENERAL PROVISIONS 19
POLICY 103 - PERSONAL APPEARANCE OF EMPLOYEES 20
103:1 GENERAL PROVISIONS 20
POLICY 104 -TOBACCO-FREE WORKPLACE 21
104:1 DEFINITIONS 21
104:2 GENERAL PROVISIONS 21
104:3 VIOLATIONS 21
104:4 TOBACCO USE CESSATION PROGRAMS 22
POLICY 105 - DRUG–FREE WORKPLACE 23
105:1 SCOPE 23
105:2 DEFINITIONS 23
105:3 POLICY OBJECTIVES 24
105:4 ADMINISTRATION 24
105:5 TYPES OF TESTS 24
105:6 DRUG-FREE AWARENESS PROGRAM 25

105:7 ASSISTANCE IN OVERCOMING ILLEGAL DRUG USE OR CONTROLLED SUBSTANCE ABUSE 25
105:8 AUTHORIZED USE OF PRESCRIBED MEDICINE 26
105:9 LIST OF DRUGS 26
105:10 CONSULT THE LABORATORY 26
105:11 RIGHT TO APPEAL 26
105:12 CONFIDENTIALITY 26
105:13 WORKERS' COMPENSATION 26
105:14 ALCOHOL USE OR POSSESSION ON COUNTY PREMISE 26
105:15 ALCOHOL OR DRUG ASSISTANCE PROGRAMS 26
105:16 PROHIBITIONS 27
105:17 GROUNDS FOR TERMINATION OR DISCIPLINE 27
200 – SAFETY AND ETHICS 28
POLICY 201 - WORKPLACE SAFETY 29
201:1 SAFETY 29
POLICY 202 - WORKPLACE VIOLENCE 31
202:1 VIOLENCE DEFINED 31
202:2 RESPONSIBILITIES 31
202:3 INVESTIGATION OF ALLEGATIONS 31
202:3(a) INVESTIGATION ASSIGNMENT AND PROCEDURE 31
202:3(b) COOPERATION AND CONFIDENTIALITY 32
202:3(c) RETALIATION PROHIBITED 32
POLICY 203 - HARASSMENT POLICY 33
203:1 POLICY 33
203:2 DEFINITION 33
203:3 SEXUAL HARASSMENT 33
203:4 EXAMPLES OF OTHER INAPPROPRIATE BEHAVIOR 33
203:5 INTERNAL COMPLAINT PROCEDURES 34
203:5(a) REPORTING COMPLAINTS 34
203:5(b) INVESTIGATION OF ALLEGATIONS 34
203:5(c) COOPERATION & CONFIDENTIALITY 35
203:5(d) RETALIATION PROHIBITED 35
203:5(e) KNOWINGLY FALSE COMPLAINTS/ACCUSATIONS 35
203:6 HARASSMENT AVOIDANCE TRAINING 35
POLICY 204 - CODE OF ETHICS 36
204:1 GENERAL PROVISIONS 36

204:2 GIFTS TO COUNTY EMPLOYEES 36
204:3 CONFLICTS OF INTEREST 36
204:4 POLITICAL ACTIVITIES AND UNLAWFUL ACTS 37
204:5 ADMINISTRATION OF THE CODE OF ETHICS 37
POLICY 205 - EQUAL EMPLOYMENT OPPORTUNITY 38
205:1 GENERAL PROVISIONS 38
205:2 EMPLOYMENT 38
205:3 REASONABLE ACCOMMODATIONS FOR PERSONS WITH DISABILITIES 39
205:4 AGE DISCRIMINATION 39
205:5 COMPLAINTS 40
POLICY 206 - AMERICANS WITH DISABILITIES NON-DISCRIMINATION POLICY 41
206:1 GENERAL PROVISIONS 41
206:2 COMPLAINTS 41
POLICY 207 - DISCRIMINATION COMPLAINT 42
207:1 PROCEDURES 42
207:2 RECORDS 42
300 - ELECTRONIC SYSTEMS, TECHNOLOGY, AND COMMUNICATIONS 43
POLICY 301 - USE OF COMMUNICATION SYSTEMS AND TECHNOLOGY 44
301:1 GENERAL PROVISIONS 44
301:2 PERSONAL USE OF COUNTY TECHNOLOGY 44
POLICY 302 - ELECTRONIC MESSAGES 46
302:1 SCOPE 46
302:2 ELECTRONIC MESSAGES 46
302:2(a) FOR THOSE HAVING AN ASSIGNED COUNTY E-MAIL ADDRESS 46
302:2(b) FOR THOSE NOT HAVING AN ASSIGNED COUNTY E-MAIL ADDRESS 46
POLICY 303 - SOCIAL MEDIA POLICY 48
303:1 SCOPE 48
303:2 COUNTY-SPONSORED SOCIAL MEDIA 48
303:3 COVERED PERSON'S PERSONAL SOCIAL MEDIA 48
400 - EMPLOYMENT 50
POLICY 401 - HIRING 51
401:1 GENERAL PROVISIONS 51
401:2 PERSONNEL REQUISITIONS 52
401:3 VETERAN PREFERENCE 52
401:4 RECRUITING 53
401:5 PRIVATE EMPLOYMENT AGENCIES 54

401:6 JOB POSTING 54
401:7 ADVERTISING 55
POLICY 402 - APPLICANTS FOR EMPLOYMENT 56
402:1 GENERAL PROVISIONS 56
402:2 PROCEDURES 56
402:3 INTERVIEW 57
402:4 OTHER PERSONNEL SERVICES (OPS) 57
402:5 CONDITIONAL OFFER OF EMPLOYMENT AND PROCESSING 58
402:6 PHYSICAL EXAMINATION 58
402:7 E-VERIFY 59
POLICY 403 - APPOINTMENT 60
403:1 APPOINTMENT TYPES 60
403:2 ORIGINAL APPOINTMENTS 60
403:3 REINSTATEMENT 61
403:4 PROMOTION 61
403:5 DEMOTION 62
403:6 POSITION OVERLAP 62
POLICY 404 - NEPOTISM & FRATERNIZATION 63
404:1 NEPOTISM 63
404:2 FRATERNIZATION 63
POLICY 405 - JOB CLASSIFICATIONS 64
405:1 GENERAL PROVISIONS 64
405:2 PAY GRADES 64
405:3 JOB DESCRIPTIONS 65
405:4 RECLASSIFICATION 65
405:5 LEAD WORKERS 66
405:6 HAZMAT AND TECHNICAL RESCUE PAY 66
405:7 FIRE RESCUE 66
POLICY 406 - WHITE COLLAR EXEMPTION 68
406:1 GENERAL PROVISIONS 68
406:2 PERMISSIBLE EXEMPT SALARY DEDUCTIONS 68
406:3 COMPLAINT PROCEDURE 69
POLICY 407 - LATERAL TRANSFER 70
407:1 GENERAL PROVISIONS 70
POLICY 408 - REASSIGNMENT 71
408:1 GENERAL PROVISIONS 71

POLICY 409 - SECONDARY EMPLOYMENT 72
409:1 GENERAL PROVISIONS 72
409:2 PROCEDURE 72
409:3 APPROVAL AND CANCELLATION 72
409:4 ADDITIONAL CONDITIONS 72
POLICY 410 - SUPPLEMENTAL WORKFORCE 74
410:1 GENERAL PROVISIONS 74
410:2 PART-TIME EMPLOYEES (NON-OPS) 74
POLICY 411 - VOLUNTEER 75
411:1 GENERAL PROVISIONS 75
411:2 DEFINITION 75
411:3 PROCEDURES 75
411:4 TRAINING 75
411:5 SUPERVISION 76
411:6 REPORTING REQUIREMENTS 76
411:7 PERSONAL INJURY 76
411:8 DAMAGE TO VOLUNTEER PROPERTY 76
411:9 DRIVING 76
411:10 DAMAGE TO PRIVATE PROPERTY 76
POLICY 412 - LAYOFF POLICY 77
412:1 GENERAL PROVISIONS 77
POLICY 413 - SEPARATION OF EMPLOYMENT 78
413:1 GENERAL PROVISIONS 78
413:2 ADMINISTRATIVE SEPARATION 78
413:3 RUNNING FOR PUBLIC OFFICE 79
POLICY 414 - RETIREMENT 80
414:1 GENERAL PROVISIONS 80
500 – THE WORKPLACE 81
POLICY 501 - ORIENTATION AND TRAINING 82
501:1 GENERAL PROVISIONS 82
POLICY 502 - PROBATIONARY PERIOD 83
502:1 GENERAL PROVISIONS 83
POLICY 503 - HOURS OF WORK 84
503:1 GENERAL PROVISIONS 84
503:2 WORK SCHEDULES 84
503:3 MEAL AND BREAK PERIODS 84

503:4 HOURS NOT WORKED 85
503:5 TRAINING AND OFFSITE WORK 85
POLICY 504 - OVERTIME, COMPENSATORY TIME, AND SHIFT DIFFERENTIAL 86
504:1 OVERTIME 86
504:2 COMPENSATORY TIME 86
POLICY 505 - ALTERNATIVE WORK ARRANGEMENTS 88
505:1 GENERAL PROVISIONS 88
505:2 REMOTE WORK PROGRAM 89
POLICY 506 - TIMESHEETS AND RECORD KEEPING 93
506:1 GENERAL PROVISIONS 93
POLICY 507 - EDUCATIONAL ASSISTANCE 94
POLICY 508 - EMPLOYEE AWARDS 95
508:1 YEARS OF SERVICE AWARDS 95
508:2 EMPLOYEE OF THE QUARTER AWARDS 95
POLICY 509 - EMPLOYEE REFERRAL PROGRAM POLICY 97
509:1 ELIGIBILITY AND PARTICIPATION 97
509:2 REFERRAL AMOUNT 97
509:3 ADMINISTRATION OF REFERRAL BONUS PROGRAM 97
600 - LEAVE 99
POLICY 601 - SICK LEAVE 100
601:1 GENERAL PROVISIONS 100
601:2 SICK LEAVE ACCRUAL GENERAL 100
601:3(a) SICK LEAVE ACCRUAL 101
601:3(b) SICK LEAVE ACCRUAL 101
601:4 AUTHORIZED USES OF SICK LEAVE 101
601:5 WHEN SICK LEAVE IS EXHAUSTED 101
601:6 SICK LEAVE REIMBURSEMENT 102
601:7 TRANSFER OF SICK LEAVE UPON SEPARATION 102
POLICY 602 - SICK LEAVE POOL 104
602:1 REQUIREMENTS 104
602:2 JOINING THE SICK LEAVE POOL 104
602:3 CONDITIONS 104
602:4 SICK LEAVE POOL COMMITTEE 105
POLICY 603 - ANNUAL LEAVE 106
603:1 GENERAL PROVISIONS 106
603:2(a) EARNING ANNUAL LEAVE 107

603:2(b) EARNING ANNUAL LEAVE 107
603:3 ANNUAL LEAVE PAYOUT 108
POLICY 604 - HOLIDAYS 109
604:1 GENERAL PROVISIONS 109
604:2 FLOATING HOLIDAY 110
POLICY 605 - LEAVE OF ABSENCE 111
605:1 GENERAL PROVISIONS 111
605:2 BENEFITS COVERAGE DURING LEAVE 111
POLICY 606 - FAMILY MEDICAL LEAVE 112
606:1 GENERAL PROVISIONS 112
606:2 REASONS FOR LEAVE AND CONDITIONS/RESTRICTIONS 112
606:3 TRACKING AND AVAILABILITY OF LEAVE 113
606:4 REQUESTS FOR LEAVE 113
606:5 NOTICE OF LEAVE 114
606:6 MEDICAL CERTIFICATION OF LEAVE 115
606:7 BENEFITS COVERAGE DURING LEAVE 115
606:8 RESTORATION OF EMPLOYMENT 116
606:9 CONTACT AND COMMUNICATION GUIDELINES 116
606:10 RETURN FROM LEAVE 116
606:11 FAILURE TO RETURN FROM LEAVE 117
606:12 RELATIONSHIP TO THE AMERICANS WITH DISABILITIES ACT 117
POLICY 607 - MILITARY FAMILY MEDICAL LEAVE 118
607:1 GENERAL PROVISIONS 118
607:2 MILITARY CAREGIVER LEAVE 118
607:3 MILITARY EXIGENCY LEAVE 118
POLICY 608 - DOMESTIC VIOLENCE LEAVE 121
608:1 QUALIFYING FOR DOMESTIC VIOLENCE LEAVE 121
POLICY 609 - ADMINISTRATIVE LEAVES 122
609:1 BEREAVEMENT 122
609:2 COURT APPEARANCES 122
609:3 VOTING 123
609:4 EXAMINATIONS 123
609:5 MILITARY DUTY LEAVE 123
POLICY 610 - WORKERS' COMPENSATION LEAVE 124
610:1 GENERAL PROVISIONS 124
610:2 RETURN AFTER WORKERS COMPENSATION LEAVE 125

610:3 FAILURE TO RETURN AFTER WORKERS COMPENSATION LEAVE 125
700 – PAY PRACTICES 126
POLICY 701 - SALARY ADMINISTRATION 127
701:1 GENERAL PROVISIONS 127
701:2 OUT-OF-CLASS STATUS 127
701:3 DESIGNEE PAY 128
POLICY 702 - PERFORMANCE EVALUATIONS 129
POLICY 703 - PAY PROCEDURES 131
703:1 GENERAL PROVISIONS 131
703:2 CALLBACK AND STANDBY PAY 131
703:3 PROCESSING PAYROLL DURING A STATE OF LOCAL EMERGENCY AND DECLARED DISASTER 132
POLICY 704 - PAY FOR WORK DURING EMERGENCIES OR DISASTERS 133
704:1 GENERAL PROVISIONS 133
POLICY 705 - PAY RAISES 134
705:1 GENERAL PROVISIONS 134
705:2 COST OF LIVING ADJUSTMENT 134
705:3 PERFORMANCE-BASED MERIT INCREASE 134
705:4 INCENTIVE INCREASE 136
705:5 MERIT LEAVE 136
705:6 SPECIAL SALARY ADJUSTMENT 137
705:7 PAY ON PROMOTION 137
705:8 MAXIMUM RATE OF PAY 137
705:9 LESS THAN SATISFACTORY PERFORMANCE 137
705:10 LONGEVITY PAY 137
800 – CORRECTIVE ACTION PROCESS 138
POLICY 801 - EMPLOYEE BEHAVIOR AND STANDARDS OF CONDUCT 139
801:1 GENERAL PROVISIONS 139
801:2 GROUP 1 OFFENSES 139
801:3 GROUP 2 OFFENSES 140
POLICY 802 - CORRECTIVE ACTION AND DISCIPLINARY PROCEDURE 142
802:1 GENERAL PROVISIONS 142
802:2 DISCIPLINARY PROCEDURES 142
802:3 AUTHORIZATION OF DISCIPLINARY ACTIONS 143
POLICY 803 – GRIEVANCE 144
803:1 GENERAL PROVISIONS 144

803:2 INITIAL GRIEVANCE/COMPLAINT 144
803:3 GRIEVANCE MEETING 144
803:4 TIME LIMITS 145
900 – ACCESS TO COUNTY PROGRAMS CITIZENS RELATIONS 146
POLICY 901 – CITIZEN RELATIONS 147
901:1 GENERAL PROVISIONS 147
POLICY 902 - TITLE VI / NONDISCRIMINATION 148
902:1 COMPLAINT PROCEDURES 148
POLICY 903 - LIMITED ENGLISH PROFICIENCY 149
903:1 LIMITED ENGLISH PROFICIENCY PLAN 149
903:2 DATA COLLECTION 150
903:3 ASSURANCES 151
903:4 COMPLAINTS 151
POLICY 904 - AMERICANS WITH DISABILITIES (ADA) 152
904:1 GRIEVANCE PROCEDURES UNDER THE AMERICAN WITH DISABILITIES ACT 152
904:2 NOTICE UNDER THE AMERICAN WITH DISABILITIES ACT 153
1000 – FIRE RESCUE POLICIES 155
POLICY 1001 – FIRE RESCUE SHIFT TRADE/SUBSTITUTION 156
1001:1 GENERAL PROVISIONS 156
1001:2 REQUIREMENTS FOR AUTHORIZATION 157
Secondary Employment Form 159
Performance Evaluation Forms 160
Employee Warning Report Form 161
Annual Leave Payout Form 162
Employee Bid Form 163
Educational Assistance Form 164
Grievance Form 165
Employee Referral Form 166
Employee Referral Form 168
Special Annual Leave Payout Form 169
Temporary Remote Work Agreement 170
DEFINITIONS 171
INDEX 174

000 – GENERAL PROVISIONS

POLICY 001 - FUNCTIONS OF THIS MANUAL

It is the policy of the Highlands County Board of County Commissioners (Board), that this manual is designed and intended to be used as a working outline of the basic personnel policies, practices, and procedures for the organization. This manual is not intended, nor shall it be construed, to alter the employment at-will relationship in any way. For further details on employment at-will, refer to Policy 002, Employment At-Will. The primary purpose of this manual is to ensure that employees of Highlands County are dealt with in a consistent and fair manner, and that all personnel policies and practices are applied evenly.

001:1 GENERAL PROVISIONS

1. This manual contains general statements of Board policy designed to serve as a framework. It should not be read as including the fine details of each procedure or as forming an express or implied contract or promise that the policies discussed in it will be applied in all cases. The Board may add, revoke or modify policies in this manual as needed; with or without notice.
2. Employees are encouraged to submit suggestions to Human Resources when policies need to be amended or changed to reflect the current working conditions and/or practices.
3. Human Resources is responsible for recommending, developing, revising, and implementing personnel policies, subject to the approval of the County Administrator and adoption by the Board of County Commissioners. The County Administrator may approve changes to Florida Statute references and the Appendices. All policy changes require Board approval.
4. Department Directors, Supervisors, and employees should refer to this manual whenever questions of policy interpretation or implementation arise. Issues needing clarification should be referred to Human Resources.
5. Departments may develop and implement specific standard operating procedures on a departmental basis as needed to meet specific operational needs, provided they are consistent with the general framework provided by this manual. All such departmental practices should be submitted to Human Resources prior to implementation to assure consistency with Board practices and policies.

001:2 CONFLICT WITH STATUTES

In the event any provision of this manual is or becomes in conflict with any federal, state, or local law, such provision is, to the extent that it is in conflict, hereby automatically amended to conform to such law. The remainder of this manual shall remain in full force and effect, unless and until modified by the Board.

POLICY 002 - EMPLOYMENT AT-WILL

It is the policy of the Highlands County Board of County Commissioners (Board), that all employees who do not have a written employment contract with the Board for a specific, fixed term of employment are employed at-will, for an indefinite period.

002:1 GENERAL PROVISIONS

1. At-Will Employment. All employment in Florida is considered to be "at-will" for all employees who do not have a formal written employment contract for a specified, fixed term. "At-will" means that employees are free to terminate their employment with an employer for any reason or no reason at all. Likewise, employers have the same rights and are free to hire and discharge employees at any time, providing the reason for the discharge or hire is not discriminatory for a legally prohibited reason.
2. No Board representative is authorized to modify this policy for any employee or to enter into any agreement, oral or written, contrary to this policy. Supervisory and management personnel are not to make any representations to employees or applicants concerning the terms or conditions of employment with the Board which are not consistent with Board policies. No statements made in pre-hire interviews or discussions, or in recruiting materials of any kind, are meant to alter the at-will nature of employment or imply that discharge will occur only for cause, and should not be interpreted that way.
3. This policy may not be modified by any statements contained in this manual or any other employee handbooks, employment applications, recruiting materials, memoranda, or other materials provided to applicants and employees in connection with their employment. None of these documents, whether singly or combined, are to create an expressed or implied contract of employment for a definite period, nor an expressed or implied contract concerning any terms or conditions of employment. Similarly, Board policies and practices with respect to any matter are not to be considered as creating any contractual obligation on the Board's part, or as stating in any way that termination will occur only for "just cause." Statements of specific grounds for termination set forth in this manual or in any other Board documents are illustrative examples only, not all-inclusive lists, and are not intended to restrict or modify the right to terminate at-will.
4. Completion of a probationary period or conferral of regular status does not change an employee's status as an employee at-will or in any way restrict the County Administrator's right to terminate such an employee or change the terms or conditions of employment.

POLICY 003- CODE OF EMPLOYER-EMPLOYEE RELATIONS

It is the policy of the Highlands County Board of County Commissioners (Board), to implement fair and effective personnel policies and require all employees to serve the County's best interests.

003:1 GENERAL PROVISIONS

1. The Board's goals for employees include the following:
    a. To provide equal employment opportunity and treatment regardless of race, religion, color, sex, gender, age, national origin, disability, or veteran status.
    b. To provide compensation commensurate with the level of work to be performed.
    c. To establish reasonable hours of work.
    d. To monitor and comply with applicable federal, state, and local laws and regulations concerning employee safety.
    e. To offer training opportunities for those whose capabilities and responsibilities warrant such training.
    f. To be receptive to constructive suggestions which relate to the job, working conditions, or personnel policies.
    g. To establish appropriate means for employees to discuss matters of interest or concern with their immediate Supervisor or Department Director.
2. The Board expects all employees:
    a. To deal with citizens in a professional manner.
    b. To perform assigned tasks in an efficient manner.
    c. To be punctual and presentable.
    d. To demonstrate a considerate, friendly, and constructive attitude toward fellow employees.
    e. To adhere to the polices adopted by the Board.

POLICY 004 - PERSONNEL RECORDS

It is the policy of the Highlands County Board of County Commissioners (Board), that Human Resources is responsible for administering all personnel programs required by this manual. Human Resources will establish records required by these rules and regulations, and any other records which are necessary to substantiate compliance with the laws relating to personnel matters.

004:1 EMPLOYMENT RECORDS

1. Human Resources shall maintain an individual personnel file for each employee which will include, but not be limited to, the following:
   a. Original signed Employment Application.
   b. Original Personnel Requisition, signed by appointing authority.
   c. A copy of the Certificate of Eligible from which appointment was made.
   d. Examination or interview score sheets for each position to which appointed.
   e. Original Oath of Loyalty, signed by the employee and properly notarized.
   f. Original background investigation reports.
   g. Reports of personnel actions reflecting original appointment, reinstatement, promotion, demotion, reassignment, termination, lay-off, suspension, reduction in pay, change in status, change in pay rate, change in position or title, and any other personnel actions pertinent to the employee's record.
   h. Copies of correspondence directly related to the employee's work record.
   i. Original, signed Performance Evaluations.
   j. A copy of all correspondence pertaining to Workers' Compensation.
2. An original Payroll Action Form (PAF) affecting the employee's compensation shall be furnished to the individual responsible for preparing payroll. Such form is the only authority for making payroll changes.
3. Employees are responsible for ensuring that their records are up to date. Human Resources shall be notified in writing of any changes to the employee's contact information (name, address, telephone number, emergency contact). Employees are responsible for providing proper notification to Human Resources for changes to benefits and tax withholding. These changes may include marital status, name changes, and dependent information.
4. Employee personnel files shall only be maintained by Human Resources. Individual departments shall not maintain any type of employee personnel file. Any violation of this policy may result in disciplinary action, up to and including termination.
5. Human Resources will coordinate with Fire Rescue for the maintenance of personnel files for volunteers of Fire Rescue.

004:2 INSPECTION OF PERSONNEL RECORDS

1. Personnel files will be made available for inspection pursuant to the requirements set forth in Chapter 119, Florida Statutes; and pursuant to any relevant privacy laws and statutes governing public records, especially the Health Insurance Portability & Accountability Act of 1996 (HIPAA).
2. Items contained within the file which are exempted from disclosure by statute or guarded by the Uniform Privacy Act will be removed prior to inspection by outside sources. These items include protected health information, designations of

beneficiary and/or next of kin information, information regarding bank accounts, and participation in deferred compensation and retirement investment enrollment elections.

3. Normal documents generated as a result of Board employment, such as Performance Evaluations, disciplinary actions, payroll actions, etc., will not be removed prior to inspection and review by outside sources.
4. Review of the personnel file must be accomplished in the presence of Human Resources or an authorized representative.
5. Employees may request one copy of their personnel file at no cost, while employed. All additional copies are subject to the standard fee schedule for public records.

004:3 REPORTS

In addition to specific personnel reports required by other provisions of these rules and regulations, Human Resources shall also complete and submit other personnel reports as required by local, state, and federal law.

POLICY 005 - SOLICITATION AND DISTRIBUTION

It is the policy of the Highlands County Board of County Commissioners (Board), to prohibit solicitation and distribution on its premises by employees and non-employees, unless they have prior approval to do so. Solicitation is defined as any activity conducted for the purpose of advertising, promoting, or selling any product or service. Solicitation and distribution by employees is only permitted as outlined below.

005:1 GENERAL PROVISIONS

1. The Board limits solicitation and distribution on its premises because, when left unrestricted, such activities can interfere with the normal operations, can be detrimental to employee efficiency, and can pose a threat to security. This includes the use of any form of written or electronic communication to solicit/distribute to employees.
2. Employees of the Board are prohibited from engaging in solicitation of fellow employees during working time. Working time shall not be construed to apply to break periods and mealtimes, whether paid or unpaid, or other specified periods during the workday when employees are not engaged in performing their work tasks.
3. The County Administrator may authorize a limited number of Board-sponsored fund drives on behalf of charitable organizations or special causes. Employee contributions are voluntary, and employees are not to be discriminated against because of their willingness or unwillingness to participate. Coercion of an employee to make contributions will not be tolerated.
4. Distribution of literature by employees during working hours, in areas where the actual work of employees is performed, is prohibited. This shall not be construed to prohibit the distribution of literature in such areas not specifically devoted to the performance of employees' official duties, during rest break and meal periods, or while off-duty.
5. Board technology (computers, telephones, email, tablets, etc.) may not be used to distribute literature at any time.
6. The Board maintains bulletin boards in designated work areas to communicate information to employees and to post notices required by law. These bulletin boards are for the posting of Board information and notices only, and only persons designated by the County Administrator, Department Director, Human Resources, or their designee, may place notices on or take down material from the bulletin board. Departments may maintain an internal bulletin board, not visible to the public. The materials posted on departmental bulletin boards will be at the discretion of the Department Director or County Administrator.
7. Florida Statutes govern political activity of all Board employees. All Board employees are encouraged to be politically aware and active, and to exercise their right to vote. However, active political campaigning or solicitation for political contributions while on duty is prohibited.
8. Employees shall not use County property, equipment, or vehicles except in the performance of official duty, nor permit their use by an unauthorized person, either on or off duty. Employees may be allowed to use vehicles to and from work with permission of the County Administrator and per de minimus functions as outlined in Section 11 - Motor Vehicle Operation of the Highlands County Safety Handbook.

100 – EMPLOYEE BEHAVIOR

POLICY 101 - BEHAVIOR OF EMPLOYEES

It is the policy of the Highlands County Board of County Commissioners (Board), that certain rules and regulations regarding employee behavior are necessary for the efficient operations of the County and for the benefit and safety of all employees. Employees are expected at all times to conduct themselves in a positive manner so as to promote the best interests of the County. Conduct that interferes with operations that discredit the Board, or that is offensive to citizens, customers, or coworkers, will not be tolerated, and may be subject to appropriate disciplinary action.

101:1 GENERAL PROVISIONS

1. Employees are expected at all times to conduct themselves in a positive manner so as to promote the best interests of the County. The following general guidelines may be further specified by the Department Director:
    a. Reporting to work on time, as scheduled, ready to begin work at the proper workstation, at the assigned starting time.
    b. Giving adequate and proper advance notice whenever unable to work or to report on time.
    c. Complying with all Board safety and security procedures.
    d. Wearing clothing appropriate for the work being performed, as determined by the County Administrator, the Department Director, or the employee's Supervisor.
    e. Eating meals only during meal periods and only in the designated eating areas.
    f. Maintaining work place and work area cleanliness and orderliness.
    g. Treating all citizens, visitors, and fellow employees in a courteous manner.
    h. Refraining from behavior or conduct that could be deemed offensive or undesirable, or which is contrary to the County's best interests (including conduct outside of work while in clothing or vehicles that identify or imply the individual is or may be a Board employee and may be on duty).
    i. Performing assigned tasks efficiently and in accordance with established quality standards.
    j. Following any proper and appropriately given instruction or assignment.
    k. Reporting to management suspicious, unethical, unsafe or illegal conduct, by fellow employees or citizens.
    l. Following all federal, state, and local laws and ordinances.
2. The examples above are simply illustrative of the type of behavior expected, and are not intended to be an all-inclusive listing. Any questions of the purpose, content, or application of this policy should be directed to Human Resources.

POLICY 102 - ATTENDANCE AND PUNCTUALITY

It is the policy of the Highlands County Board of County Commissioners (Board), to require employees to report for work punctually as scheduled and to work as required, including regular hours and any required overtime.

102:1 GENERAL PROVISIONS

1. Tardiness and poor attendance disrupt workflow and customer service, and will not be tolerated. Unauthorized and/or excessive absences or tardiness will result in disciplinary action, up to and including termination.
2. Supervisors shall notify employees of the normal work schedule including starting, ending, and break times through direct communication and/or posting of schedules. Employees are expected to be engaged in carrying out their duties during all scheduled work time.
3. Employees are compensated during approved absences in accordance with the appropriate leave policies. Failure to notify the Supervisor properly of any absence may result in loss of compensation during the absence and may be grounds for disciplinary action.
4. Employees should notify their Supervisor as far in advance as possible, but no less than one (1) hour before their scheduled start time whenever they are unable to report for work. Such notification should include when the employee can be expected to report for work.
5. Employees who are delayed more than 15 minutes in reporting for work and who have not notified their Supervisor of their expected tardiness may not be allowed to work the balance of the workday at the discretion of the Supervisor. Such time for hourly employees will be classified as Leave Without Pay.
6. Employees must report to their Supervisor after being late or absent and may be required to certify that they are fit to return to work. Employees who have been absent three (3) or more scheduled workdays within a 30-day period may be required to provide a doctor's note before returning to work.
7. Employees who report for work without proper equipment or in improper attire may not be permitted to work at the discretion of the Supervisor. Such time for hourly employees will be unpaid pending the employee's return with the proper equipment or attire.
8. Employees who report for work in a condition deemed unfit for work, will not be allowed to work. Such time may be classified as Leave Without Pay.
9. Employees who are absent from work without giving proper notice may be considered as having voluntarily separated. At that time, Human Resources will formally note the voluntary separation as job abandonment and advise the employee of the action by certified mail.
10. Employees are expected to report for work during inclement weather conditions if the County Administrator does not declare an emergency closing. Certain specified employees may be required to report to work even in the event of a declared emergency closing.
11. Employees on workers' compensation leave are required to provide the same proper notice as other employees. Doctor's notes must be definite in date to constitute proper notice.

POLICY 103 - PERSONAL APPEARANCE OF EMPLOYEES

It is the policy of the Highlands County Board of County Commissioners (Board), that each employee's dress, grooming, and personal hygiene should be appropriate to the work situation.

103:1 GENERAL PROVISIONS

1. Employees are expected at all times to present an image appropriate to the work being performed. Appropriate personal appearance, like proper maintenance of work areas, is an ongoing requirement of employment with the Board.
2. The personal appearance of employees who do not regularly meet the public is to be governed by the requirements of safety and comfort, but should still be as neat and business-like as working conditions permit.
3. Certain employees may be required to meet special dress, grooming, and/or hygiene standards depending on the nature of their job.
4. Any employee who does not meet the standards of this policy will be required to take remedial action to correct the problem, which may include leaving the premises. Any work time missed because of failure to comply with this policy will be classified as Leave Without Pay for hourly employees. Repeated violations of this policy will be cause for disciplinary action, up to and including termination.
5. Any employee who is issued or provided a uniform, will be required to wear such items during normal business hours. If the employee name is to be displayed on the uniform, only the legal name shall be displayed; no nicknames.

POLICY 104 -TOBACCO-FREE WORKPLACE

It is the policy of the Highlands County Board of County Commissioners (Board), to promote the healthiest environment possible for employees and visitors while providing proactive leadership in tobacco avoidance. Reducing tobacco use increases productivity in the workplace, decreases absenteeism, and may reduce medical expenditures and costs associated with tobacco use. The Board adheres to the requirements of the Florida Indoor Clean Air Act as set forth in Chapter 386, Florida Statutes. Accordingly, the use of tobacco products is expressly prohibited in or on County owned property.

104:1 DEFINITIONS

1. County owned property. Real property and tangible personal property including, but not limited to, buildings, portions of buildings, land, equipment, machinery, and motor vehicles that are operated by, owned by, leased to, or rented to the County, other than road rights-of-way, parks, and boat ramps.
2. Tobacco. Any lighted or unlighted cigarette, cigar, pipe, hookah, bidi cigarette, clove cigarette, or any other smoking product; any smokeless tobacco product such as spit tobacco, dip, chew or snuff in any form; and any e-cigarette or vaping device.
3. Tobacco Use. The consumption, ignition, inhalation or other use of tobacco in any manner; however, mere possession without additional use shall not constitute tobacco use under this policy.

104:2 GENERAL PROVISIONS

1. Tobacco use is prohibited on County owned property.
2. Tobacco products may not be sold or dispensed on County owned property,
3. This policy applies to each and every person on County owned property.
4. Signs will be prominently and visibly posted at the entrance to each County building and other facility that advise employees, visitors, and other persons of this policy.
5. Human Resources shall:
    a. Inform all applicants for employment of this policy.
    b. Provide a copy of this policy to those applicants.
    c. Obtain a signed acknowledgment of receipt of that information and a copy of this policy from all applicants upon employment.
6. Human Resources shall inform all new employees of this tobacco-free policy during employee orientation. However, any failure to inform a candidate or employee of the tobacco-free policy shall not be deemed a waiver of the employee's obligation to follow the tobacco-free policy.
7. The enforcement of the tobacco-free policy is the responsibility of all Board employees. Employees are required to exercise common courtesy and to respect the needs and sensitivities of coworkers and other persons with respect to the application and enforcement of this policy.

104:3 VIOLATIONS

1. A violation of this tobacco-free policy shall constitute grounds for discipline in the same manner as other employee policy violations.

2. Any other complaints regarding tobacco use on County owned property should be directed to the Department Director of the affected facility.

104:4 TOBACCO USE CESSATION PROGRAMS

The Board shall provide resource information on tobacco use cessation programs to the employees who request it. If possible, these materials should be available in display areas. Employees may contact Human Resources regarding the availability of tobacco use cessation programs.

POLICY 105 - DRUG–FREE WORKPLACE

It is the policy of the Highlands County Board of County Commissioners (Board), to institute and maintain a drug-free work force and to provide a drug-free work place through fair and reasonable drug testing methods.

105:1 SCOPE

This document describes the current policy and practices, and will be interpreted and administered by the County Administrator. This policy applies to all applicants (including rehires) and current employees.

105:2 DEFINITIONS

In accordance with Chapter 112.0455, Florida Statutes, the Drug-Free Workplace Act, the following definitions shall be applied in interpreting this policy:

1. "Drug" means alcohol, including distilled spirits, wine, malt beverages, and intoxicating liquors; amphetamines; cannabinoids; cocaine, phencyclidine (PCP); hallucinogens; methaqualone; opiates; barbiturates; benzodiazepines; synthetic narcotics; designer drugs; or a metabolite of any of the substance listed herein.
2. "Drug test" or "test" means any chemical, biological, or physical instrumental analysis administered for the purpose of determining the presence or absence of a drug or its metabolites.
3. "Confirmation test," "confirmed test," or "confirmed drug test" means a second analytical procedure used to identify the presence of a specific drug or metabolite in a specimen. The confirmation test must be different in scientific principle from that of the initial test procedure. This confirmation method must be capable of providing requisite specificity, sensitivity, and quantitative accuracy.
4. "Reasonable suspicion drug testing" means drug testing based on a belief that an employee is using or has used drugs in violation of the County's policy drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. Among other things, such facts and inferences may be based upon:
    a. Observable phenomena while at work, such as direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug.
    b. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
    c. A report of drug use, provided by a reliable and credible source, which has been independently corroborated.
    d. Evidence that an individual has tampered with a drug test during his employment with the County.
    e. Information that an employee has caused, or contributed to, an accident while at work.
    f. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the County's premises or while operating the County's vehicles, machinery, or equipment.
5. "Specimen" means tissue, hair, or product of the human body capable of revealing the presence of drugs or their metabolites.

6. "Controlled substance" means a drug which has been declared by federal or state law to be illegal for sale or use, but may be dispensed under a physician's prescription. Such drugs include those classified as narcotics, stimulants, depressants, hallucinogens and cannabis.

105:3 POLICY OBJECTIVES

The Board values its employees and recognizes their need for a safe and healthy work environment. Establishment of a drug-free policy is consistent with the Board's objective of providing a safe and healthy work environment, and is in the County's best interests. Drug use and controlled substance abuse is inconsistent with the law-abiding behavior expected of all citizens, especially those employed by a government agency. In addition, drug use and controlled substance abuse inflict a terrible toll on productive resources and the health and well-being of our workers. Employees who use drugs and engage in controlled substance abuse tend to be less productive, less reliable, and prone to greater absenteeism, resulting in the potential for increased cost, delay, and risk to other Board employees and to citizens. For these reasons, the County will not tolerate drug use, sale or possession, or controlled substance abuse by its employees.

105:4 ADMINISTRATION

To achieve a drug-free work force and to provide a workplace free from drug use and controlled substance abuse, the Board will conduct the following drug testing and will take action accordingly as provided below. In addition, the Board categorically prohibits the manufacture, distribution, dispensation, possession, or the unlawful sale of drugs by Board employees, on or off County property. This prohibition shall not apply to the possession or consumption of alcohol off County property while the employee is off duty, or to the possession or consumption of alcohol while the employee is off duty at an event in a County building where alcohol may be dispensed according to building use policies adopted by the Board.

The County Administrator reserves the right, at his or her sole discretion, to terminate any employee whose confirmed drug test results are positive, or to refer such employee to a program in accordance with Section 105:6 Drug-Free Awareness Program.

105:5 TYPES OF TESTS

The Board may require drug testing in the following circumstances:

1. For all job applicants that will fill a safety-sensitive position, at any time before they are employed by the Board.
2. For Board employees:
   a. From time to time, as part of a fitness-for-duty medical examination, or as part of a test for all employees of the job title or group.
   b. For a particular Board employee who holds a safety-sensitive position, upon reasonable suspicion (as defined above) of drug use by such employee.
   c. As a follow-up to an employee assistance program or an alcohol and drug rehabilitation program when the employee has entered such program in the course of employment with the Board.

ANY JOB APPLICANT (FILLING A SAFETY-SENSITIVE POSITION) WHO REFUSES TO TAKE A DRUG TEST AS REQUIRED BY THIS POLICY WILL BE DENIED EMPLOYMENT WITH THE BOARD. SIMILARLY, ANY EMPLOYEE WHO REFUSES TO TAKE A TEST REQUIRED AS PROVIDED ABOVE SHALL BE SUBJECT TO DISCIPLINE UP TO, AND INCLUDING, TERMINATION.

105:6 DRUG-FREE AWARENESS PROGRAM

To assist employees in understanding and avoiding the perils of drug use and controlled substance abuse, the Board will provide a drug-free awareness program. The Board will use this program in an ongoing educational effort to prevent and discourage drug use and controlled substance abuse. The drug-free awareness program will inform employees about:

1. The dangers of drug use and controlled substance abuse.
2. The Board's Drug-Free Policy.
3. The availability of treatment and counseling for employees who voluntarily seek such assistance.
4. The sanctions the Board will impose for violations of its Drug-Free Policy.

Supervisors and other appropriate personnel will be aware of the Board's procedures for handling and assisting employees who are subject to the effects of drug use.

105:7 ASSISTANCE IN OVERCOMING ILLEGAL DRUG USE OR CONTROLLED SUBSTANCE ABUSE

Early recognition and treatment of drug use is important for successful rehabilitation, return to productive work, and reduced personal, family, and social disruption. The Board encourages the earliest possible diagnosis and treatment for drug use, and supports sound treatment efforts. Whenever feasible, and subject to the limitations described here, the Board will assist employees in overcoming drug use. However, the decision to seek diagnosis and accept treatment for drug use is primarily the individual employee's responsibility.

Self-Referral: Employees with personal drug use or controlled substance abuse problems should request assistance through Human Resources or the Board's Employee Assistance Program. Assistance will be provided on a confidential basis, and each employee will be referred to the appropriate treatment and counseling services. Employees who voluntarily request assistance, through Human Resources or the Employee Assistance Program, in dealing with drug or controlled substance abuse problems may do so without jeopardizing their continued employment with the Board.

Employer Referral: Employees who test positive for drug use and who are referred, at the County Administrator's request, for counseling or treatment will be limited to one opportunity for a counseling or treatment program to cease the use of drugs. A second positive test for the use of drugs will result in immediate termination. Employees terminated for this reason may be ineligible for rehire.

Employees who are referred for any other reason, at the County Administrator's request, for a counseling or treatment program will be limited to one opportunity for counseling or treatment to cease the use of drugs. Any positive test for the use of drugs following treatment and counseling will result in immediate termination. Employees terminated for this reason may be ineligible for rehire.

Special Considerations: All self-referrals or employer referrals for employee treatment and counseling will require, at a minimum, that the employee immediately cease any drug use, and that the employee be subject to quarterly testing for two (2) years. The County Administrator is required in certain situations to report an employee's involvement with drug use or controlled substance abuse to agencies concerned with public security, health, and safety. In all these situations, the County Administrator may terminate the employee.

Human Resources will maintain a list of Employee Assistance Programs available to Board employees, at their own or at their health insurer's expense.

105:8 AUTHORIZED USE OF PRESCRIBED MEDICINE

Any employee using prescription or nonprescription medications may report such use in a form provided for such purpose by the County at the time the employee's specimen is collected. The employee may also disclose this use to his or her Supervisor, the Risk Management Coordinator, or Human Resources after taking the test. Such disclosure will be kept confidential by the County and will be used only in connection with the drug test. For a detailed listing of medications, refer to Chapter 112.0455, Florida Statutes.

105:9 LIST OF DRUGS

The laboratory may test for any drugs listed in Chapter 112.0455, Florida Statutes.

105:10 CONSULT THE LABORATORY

Job applicants and active employees have the right to consult the testing laboratory for technical information regarding prescription and non-prescription medication.

105:11 RIGHT TO APPEAL

An employee or job applicant who receives a positive confirmed drug test may explain or contest the result to the Medical Review Officer (MRO) employed by the drug-testing laboratory within five (5) business days after written notification of the positive test result by the MRO. If an employee or job applicant's explanation or challenge is unsatisfactory to the MRO, the person may contest the drug test result, as provided by 112.0455 (14), (15) Florida Statutes; Chapter 440, Florida Statutes; and applicable regulations, including Florida Administration Code 38F-9.009.

A job applicant or active employee has the responsibility of notifying the drug testing laboratory of any administrative or civil action brought pursuant to Chapter 112 or 440, Florida Statutes. The laboratory will maintain the sample until the case or administrative appeal is settled.

105:12 CONFIDENTIALITY

Absent written consent, all information, interviews, reports, statements, memoranda, and drug test results, written or otherwise, received by the Board as part of this drug testing program are confidential communications. Unless authorized by state laws, rules or regulations, or by court order, the County will not release such information without a written consent signed voluntarily by the person tested.

105:13 WORKERS' COMPENSATION

An active employee who is injured on the job and who refuses to submit to a drug test, or whose confirmed drug test is positive, will be denied workers' compensation medical and indemnity benefits, in accordance with Chapter 440, Florida Statutes, and applicable regulations.

105:14 ALCOHOL USE OR POSSESSION ON COUNTY PREMISE

The use, possession, sale, or distribution of alcohol on or in County owned property is prohibited and constitutes a violation of County policy subject to disciplinary action up to and including termination.

105:15 ALCOHOL OR DRUG ASSISTANCE PROGRAMS

Employees who desire help with an alcohol-related problem may request assistance through Human Resources or the Employee Assistance Program. Assistance will be provided on a

confidential basis, and each employee will be referred to the appropriate treatment and counseling services.

Employees who voluntarily request assistance through Human Resources or Employee Assistance Program may do so without jeopardizing their continued employment with the Board.

105:16 PROHIBITIONS

The Board prohibits the following, and any employee violating these rules is subject to discipline including termination:

1. Unlawful use, possession, manufacture, distribution, dispensation or sale of illegal drugs, alcohol or controlled substances, whether on or off County premises and whether during working hours or nonworking hours, or in County vehicles.
2. Unlawful use, possession, manufacture, distribution, dispensation or sale of alcohol, whether on or off County premises during working hours, in County vehicles during working or non-working hours, and on County premises during non-working hours.
3. Storing any drug in a locker, desk, automobile, or other repository on County premises.
4. Testing positive for drugs or controlled substance without a legal basis for use.
5. Switching or adulterating any urine sample submitted for testing, or submitting a false sample for testing.
6. Failing, when requested by the County Administrator, to enroll in any alcohol or drug treatment or counseling program, or failing to adhere to the requirements of the program.
7. Being convicted under any criminal drug statute for a violation occurring in the workplace or outside the workplace.
8. Failing to notify Human Resources of any conviction under any criminal drug statute within five (5) business days of the event.
9. Failing to comply with rules and regulations promulgated under any testing programs maintained by the Board.
10. Consumption of any alcoholic beverages, controlled substances, or illegal drugs during duty hours including breaks, lunches, and extended periods of duty.
11. Reporting to work while under the influence of alcoholic beverages, controlled substances, or illegal drugs.

105:17 GROUNDS FOR TERMINATION OR DISCIPLINE

Employees who violate this policy in any manner, who refuse to submit to a drug test or alcohol test after being requested to test, or who tamper with a drug or alcohol test, shall be subject to disciplinary action, up to and including termination.

200 – SAFETY AND ETHICS

POLICY 201 - WORKPLACE SAFETY

It is the policy of the Highlands County Board of County Commissioners (Board), to comply with all applicable federal, state, and local health and safety regulations, and to provide a work environment as free as feasible from recognized hazards. Employees are expected to comply with all safety and health requirements, whether established by management or by federal, state, or local law.

201:1 SAFETY

1. All Board employees are encouraged to incorporate safety and loss prevention in their daily activities.
2. Supervisors' safety responsibilities include:
    a. Familiarizing themselves with all safety and health procedures relevant to the operations under their supervision.
    b. Inspecting their work areas and equipment periodically.
    c. Training their employees in safety matters or arranging for such training where appropriate and keeping logs of such training activities.
    d. Identifying conditions that are recognized in the County as being unsafe.
    e. Completing accident reports and submitting them to Risk Management within 24 hours.
3. Employees should immediately report to their Supervisor all observed safety and health violations, potentially unsafe conditions, and any accidents resulting in injuries or property damage to Board employees or others.
    a. The Workers' Compensation Supervisor and Employee First Report of Injury form must be completed and returned to Risk Management within 24 hours after the occurrence of any injury to a Board employee.
    b. For motor vehicle accidents involving County Vehicles, the Loss/Accident Report shall be completed and returned to Risk Management within 24 hours after the occurrence of the accident.
    c. Failure to report an injury or motor vehicle accident within 24 hours may result in disciplinary action, up to and including termination.
4. The Board will provide special clothing or equipment, or may reimburse for it, when such clothing or equipment is required by regulation or by Board policy. Such clothing and equipment, if provided, must be used. Employees are responsible for the proper use and maintenance of such clothing and equipment and will be subject to disciplinary action for failure to comply with this obligation.
5. An employee may be required to pay up to the full replacement cost for any Highlands County equipment or property that is lost or damaged due to misconduct, misuse, or neglect on the part of the employee.
6. Supervisors must not discharge or discriminate in any manner against an employee because the employee has in good-faith, initiated a safety-related proceeding, has testified in such a proceeding, or has otherwise exercised any right afforded by law.
7. Each department must meet state and federal rules and standards and be responsible for developing a set of safety rules, policies, and regulations that pertain to their own particular operations. It is the responsibility of every employee to know and adhere to the safety rules and regulations which apply to the area in which he or she is working or may be visiting.

8. All Board employees required to drive a vehicle for work-related business, whether a County vehicle or their own vehicle, must possess a valid Florida operator's or commercial license, as appropriate, and maintain a safe driving record. The Supervisor must certify that the employee is capable of operating all motor-powered and self-propelled equipment required in the performance of the employee's work.
9. To protect the public, employees shall cultivate the habit of being cautious when doing work on public streets or private property. Every precaution must be taken to warn and protect the public from harm, which would result from construction or working repairs of job site conditions. Dangerous areas must be protected by barricades, warning signs, or persons designated to watch the area.

POLICY 202 - WORKPLACE VIOLENCE

It is the policy of Highlands County Board of County Commissioners (Board), to provide a safe environment for working and conducting business. The County Administrator will not ignore, condone, or tolerate acts of violence committed by or against employees, or members of the public, while on County property or while performing work-related business at other locations. Board employees determined to be in violation of this policy will be subject to appropriate disciplinary action, up to and including termination.

202:1 VIOLENCE DEFINED

1. The term "violence" has been defined as: An unjust or unwarranted exertion of force, action, power, or vehement rough language against a person, property, rights, or laws of an injurious or destructive nature.
2. The word violence in this policy shall include, but is not limited to, any act or behavior that:
    a. Constitutes a physical assault.
    b. Consists of a communicated or reasonably perceived threat to harm another individual or in any way endanger the safety of an individual.
    c. Carries the potential for physical harm to another individual (as would be interpreted by a reasonable person).
    d. Involves carrying or displaying weapons, destroying property, or throwing objects in a manner reasonably perceived to be threatening.
    e. Menaces another (as would be interpreted or perceived by a reasonable person).
    f. Consists of a communicated or reasonably perceived threat to destroy property; or a reasonable person would perceive as obsessively directed, e.g. intensely focused on a grudge, grievance, or romantic interest in another person, and reasonably likely to result in harm or threats of harm to persons or property.
3. Violent acts and behavior can take any one of many forms. Such conduct might be physical or nonphysical, verbal or nonverbal, direct or indirect, and explicit or implicit.

202:2 RESPONSIBILITIES

The County Administrator takes every workplace violence issue seriously. As a means for prevention, Board employees are strongly urged to take appropriate action immediately upon knowledge of violent behavior taking place either on County property, or regarding any legitimate interest of the Board. All employees are empowered to call 911 in an emergency situation, i.e. assault, direct threat of immediate violence, suicide attempt, or any crime in progress.

202:3 INVESTIGATION OF ALLEGATIONS

The County Administrator recognizes that workplace violence investigations require discretion and sensitivity to protect the rights of all persons involved, and shall proceed in a manner that demonstrates objectivity, fairness, and a concern for confidentiality.

202:3(a) INVESTIGATION ASSIGNMENT AND PROCEDURE

Who Shall Conduct Investigations:

1. Incidents involving an emergency situation and/or criminal activity will be referred to the Highlands County Sheriff's Office or the appropriate jurisdiction for investigation.

An internal investigation may occur simultaneously if it does not interfere with the efforts of the outside investigator.

2. For incidents that do not involve an emergency situation and/or criminal activity, Human Resources, in consultation with the County Administrator, will determine the appropriate course of investigation.

Investigation Process:

Due to the varying nature of violence in the workplace, the County Administrator reserves the right to conform the investigative process as appropriate to handle the sensitive and subtle considerations presented by workplace violence issues on a case-by-case basis.

202:3(b) COOPERATION AND CONFIDENTIALITY

1. Employees are required to fully cooperate in any internal investigations that may be conducted. This includes, but is not limited to, answering all questions honestly and fully.
2. Employees interviewed at any time during an investigation shall keep any and all information that is shared during the investigation strictly confidential and shall not, under any circumstance, discuss the information or the investigation with anyone other than authorized persons.
3. Failure to cooperate with an investigation, or failure to abide by the rule of confidentiality, will be grounds for disciplinary action.
4. All reasonable and lawful efforts to keep the information provided in the complaint and investigation process as confidential as practically possible to provide for a thorough investigation, and to the extent permitted by Florida law.
5. Nothing in this section will apply to compromise an accused individual's rights protecting against self-incrimination in a criminal investigation.

202:3(c) RETALIATION PROHIBITED

1. Retaliation against employees for reporting workplace violence or assisting in the investigation of a complaint is prohibited and will not be tolerated.
2. Retaliation includes, but is not limited to, such acts as refusing to recommend an employee for a benefit for which he or she qualifies, spreading rumors about the employee, encouraging hostility from coworkers, or escalating the violent situation.
3. Employees who wish to bring complaints of retaliation should follow the procedures set forth in Section 203:5(a)Reporting Complaints.

POLICY 203 - HARASSMENT POLICY

Employees are entitled to work in an environment that is productive but not coercive; friendly, yet at the same time professional. The Board's policy concerning unlawful harassment is in keeping with this philosophy, viewing such behavior as unproductive, coercive in nature, unfriendly, and decidedly unprofessional.

203:1 POLICY

Harassment that is unlawful negatively affects morale, motivation, and work performance, as well as absenteeism and turnover. The Board does not tolerate any form of discrimination or harassment on the basis of age, race, sex, religious belief, color, national origin, disability/handicap, gender, genetics, or any other category of protected persons as prohibited by law.

203:2 DEFINITION

Harassment on the basis of age, race, sex, religious belief, color, national origin, disability/handicap, gender, genetics, or any other category of protected persons, or other status as prohibited by law, is illegal. Verbal or physical conduct may constitute unlawful harassment when:

1. Submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment.
2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting that person, i.e. pay increases, promotions, job assignments, etc.
3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance, or creating an intimidating, hostile, or offensive work environment.

203:3 SEXUAL HARASSMENT

Sexual harassment may consist of:

1. Making sexual advances or seeking sexual favors or actions from an employee in exchange for better working conditions, a promotion, raise, or other improvement of job condition.
2. Asking for sexual favors.
3. Making sexual comments or jokes.
4. Unwanted physical contact.

This is not a complete list of sexual harassment behaviors. If any employee feels that they are put in an uncomfortable position because of their sex, this could be considered harassment.

203:4 EXAMPLES OF OTHER INAPPROPRIATE BEHAVIOR

Specific examples of inappropriate or illegal behavior include, but are not limited to:

1. Negative or offensive comments, jokes, or suggestions about another employee's gender or sexuality.
2. Obscene or lewd sexual comments, jokes, suggestions, or innuendos.
3. Slang names or labels that others find offensive, i.e. honey, sweetie, boy, girl, etc.

4. Making negative comments about or calling attention to an employee's body or sexual characteristics.
5. Laughing at, ignoring, or minimizing the complaints of an employee who experiences sexual harassment.
6. Continuing certain behavior after a coworker has objected to that behavior.
7. Displaying nude or sexual pictures, cartoons, etc. on County property.

203:5 INTERNAL COMPLAINT PROCEDURES

Employees having reason to believe they have been subject to harassment are urged to bring their concerns to the attention of their immediate Supervisor, Department Director, Human Resources, or to the County Administrator, as appropriate.

203:5(a) REPORTING COMPLAINTS

1. Employees who bring complaints of harassment from anyone in current employment of the Board, including any Supervisors, co-workers, or visitors, are urged to report such conduct within seven (7) business days of the occurrence of the incident(s) in question to their Supervisors, so that the complaint may be investigated and resolved. Prompt reporting of incident(s) allows for timely investigation of the incident(s) while witnesses have immediate recollection of the facts and for quick resolution of complaints.
2. If the complaint involves the employee's Supervisor or someone in the direct line of supervision, or if the employee is for any reason uncomfortable in bringing the complaint to his or her immediate Supervisor, the employee may bring the complaint his or her Department Director, Human Resources, or to the County Administrator, as appropriate.
3. If the accusation of a violation of the policy is made to a Supervisor, it shall be forwarded immediately by the Supervisor to Human Resources in person or by telephone, and reported to the Department Director. Failure to follow this procedure subjects the Supervisor to disciplinary action.

203:5(b) INVESTIGATION OF ALLEGATIONS

1. All complaints will be investigated as expeditiously and as professionally as possible. To provide consistency and objective third party determination, Human Resources shall be the department afforded the responsibility to investigate allegations of harassment, to determine probable cause, and to be available to recommend appropriate corrective action; unless special circumstances require that Human Resources assign a specific investigation to another party or agency.
2. During the investigation, the accused party may be placed on administrative leave with pay.
3. Regardless of the outcome of the investigation, resolution of the complaint will be communicated to all parties involved. Such communication shall include what actions have been taken and reference the appeals process if the parties are not satisfied with the final resolution of the issue.
4. If the investigation confirms the allegations in the complaint, prompt and appropriate corrective and disciplinary action, up to and including termination may be taken.
5. Human Resources shall maintain a log of recommended disciplines, disciplinary actions taken, and associated circumstances for all incidents of harassment, in order

to provide a framework for reasonably uniform and consistent application of such disciplinary actions.

203:5(c) COOPERATION & CONFIDENTIALITY

1. Employees are required to fully cooperate in any internal investigations that may be conducted. This includes, but is not limited to, answering all questions honestly and completely.
2. Employees interviewed at any time during an investigation shall keep any and all information that is shared during the investigation strictly confidential and shall not, under any circumstances, discuss the information or the investigation with anyone other than authorized individuals.
3. Failure to cooperate with an investigation, or failure to abide by the rule of confidentiality, may be grounds for disciplinary action.
4. All reasonable and lawful efforts will be made to keep the information provided to Human Resources or designee in the complaint and investigation process as confidential as practically possible to provide for a thorough investigation, and to the extent permitted by Florida and/or Federal law.

203:5(d) RETALIATION PROHIBITED

1. Retaliation against employees for reporting harassment or assisting the designated personnel in the investigation of a complaint is illegal and will not be tolerated.
2. Retaliation includes, but is not limited to, such acts as refusing to recommend an employee for a benefit for which he or she qualifies, spreading rumors about the employee, encouraging hostility from coworkers, or escalating the harassment.
3. Employees who wish to bring complaints of retaliation should follow the procedures set forth in Section 203:5(a) Reporting Complaints.

203:5(e) KNOWINGLY FALSE COMPLAINTS/ACCUSATIONS

1. No disciplinary or other personnel actions will be taken against any employee who makes a good faith complaint of sexual harassment, workplace harassment, or provides information in good faith in any investigation, whether the investigation proves or disproves the claim.
2. The County Administrator recognizes that false accusations of harassment have a serious effect on morale in the workplace. If after investigating a harassment complaint, the County Administrator concludes that an employee has made a complaint in bad faith or knowingly provided false information regarding a complaint, disciplinary action will be taken against the individual.

203:6 HARASSMENT AVOIDANCE TRAINING

Upon orientation, all new employees will be informed of the Board's policies on equal opportunity, discrimination, and harassment, including the procedure for reporting a complaint.

POLICY 204 - CODE OF ETHICS

It is the policy of the Highlands County Board of County Commissioners (Board), that all employees are expected to conduct their professional lives in a completely ethical, truthful, and honorable manner in all dealings with the public and other Board employees.

All employees, including the Board's contract employees (i.e. County Administrator, County Attorney), will conduct themselves in a professional manner so as to maintain public confidence in their profession, their county government, and the public trust.

The Board recognizes that it is essential to the proper conduct and operation of government that public officials and employees be independent and impartial and that their public office not be used for private gain other than for the compensation as provided by law. The public interest requires this code protect against any conflict of interest and establish standards for the conduct of government employees in situations where conflicts may exist.

All Board employees will conduct their official affairs in such a manner so as to not be improperly influenced by anyone in the performance of their official duties.

The Board further recognizes that it is also essential that government attract those citizens best qualified to serve. Thus, policies against conflict of interest must be designed as not to impede unreasonably or unnecessarily on the recruitment and retention of those best qualified to serve.

To this end, the Board remains committed to upholding the high standard of ethics for all public officers and employees as set forth in Part III of Chapter 112, Florida Statutes.

204:1 GENERAL PROVISIONS

1. No Local Officer as defined by Florida Statutes or employee of the Board, including contract employees, shall have any interest, financial or otherwise, direct or indirect, or engage in any business transaction or professional activity, or incur any obligation of any nature which is in conflict with the proper discharge of his or her duties in the public interest.
2. The Local Officers and employees of the Board, including contract employees, are agents of the people and hold their positions for the benefit of the public. Such Officers and employees are bound to observe, in their official acts, the highest standards of ethics regardless of personal considerations, recognizing that promoting the public interest and maintaining the respect of the people in their government is of foremost concern.

204:2 GIFTS TO COUNTY EMPLOYEES

Employee acceptance of loans, advances, gifts, gratuities, favors, or entertainment from a supplier, bidder, or other party doing business with or desiring to do business with the Board is improper. Detailed procedures concerning gifts is specified in the Purchasing Manual.

204:3 CONFLICTS OF INTEREST

1. The Board adheres to the principles and precepts contained in the Code of Ethics for Public Officers and Employees, Chapter 112 (Part III), Florida Statutes. If an employee is in doubt as to whether a conflict of interest exists, it is that employee's responsibility to seek clarification via this process.
2. Employees in a position to influence actions and decisions regarding the Board's administration shall refrain from relationships which may adversely affect the exercise of their independent judgment in dealing with suppliers and bidders.

3. An outside personal economic relationship which affords present or future financial benefits to an employee, their family, or individuals with whom they have business or financial ties may be a conflict of interest requiring evaluation by the County Administrator.
4. An employee having an outside personal economic relationship under the conditions specified above shall file a sworn statement to this effect with Human Resources.
5. It is improper for employees to use their position with the Board to obtain or attempt to obtain any special preferences, privileges, or exemptions for themselves or for others.
6. No employee shall disclose confidential information gained by reason of their official position, nor shall the employee use such information for personal gain or benefit.

204:4 POLITICAL ACTIVITIES AND UNLAWFUL ACTS

Board employees are governed by the provisions of Section 99.012, Florida Statutes, relating to political activities and unlawful acts. Employees filling positions in Board departments receiving federal funds are also subject to the provisions of the Federal Hatch Act regarding political activities.

204:5 ADMINISTRATION OF THE CODE OF ETHICS

1. Where a question arises concerning whether or not any activity conforms to the Code of Ethics, the County Administrator, with advice from the County Attorney and Human Resources as needed, shall decide the question.
2. Any employee wishing to determine whether a proposed activity would be prohibited may document the circumstances of the proposed activity and request an opinion from Human Resources. Copies of the request and the resulting opinions shall be provided to the Department Director prior to engaging in the activity.
3. Employees who violate the Code of Ethics as defined herein, or in Chapter 112, Florida Statutes, and in addition to any other criminal or civil penalty that may be imposed, shall be subject to disciplinary action, consisting of one or more of the following:
    a. Restitution of any pecuniary benefit from the violation.
    b. Civil penalties pursuant to Section 112.317(b) 6, Florida Statutes.
    c. Reduction in salary level.
    d. Demotion.
    e. Suspension from employment for not more than ninety (90) calendar days without pay.
    f. Dismissal from County employment.
4. Violations of this Code of Ethics by contract employees may be grounds for termination of the contract employee for "just cause" as that term may be applied in the individual employment contract(s).
5. When approved by the County Administrator as involving no conflict of interest or activity which interferes with their employment, an employee may be a candidate for or hold local public office, unless otherwise prohibited by law.

POLICY 205 - EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of the Highlands County Board of County Commissioners (Board), to provide equal opportunity in employment to all employees and applicants for employment. No person is to be discriminated against based upon age, race, sex, religious belief, color, national origin, disability/handicap, gender, genetics or any other legally protected group/class.

205:1 GENERAL PROVISIONS

1. The Board may, consistent with applicable laws, choose to establish programs to achieve prompt and full utilization of minorities, the disabled, veterans, and women at all levels and in all segments of the work force. The results of these program(s) are to be reviewed periodically and modified as necessary to achieve their stated objectives.
2. The Board, as a matter of policy and practice, shall not:
    a. Fail or refuse to hire or to discharge any individual, or otherwise discriminate against any individual with respect to compensation, terms, conditions, or privileges of employment because of such individual's age, race, sex, religious belief, color, national origin, disability/handicap, gender, genetics, or any other legally protected group/class.
    b. Limit, segregate, or classify employees in any way which would deprive or tend to deprive any individual of employment opportunities, or otherwise adversely affect the status as an employee, because of such individual's age, race, sex, religious belief, color, national origin, disability/handicap, gender, genetics, or any other legally protected group/class.

205:2 EMPLOYMENT

1. Human Resources is responsible for formulating, implementing, coordinating, and monitoring all efforts in the area of equal employment opportunity. These may include, but are not limited to:
    a. Assisting management in collecting and analyzing employment data.
    b. Developing policy statements and programs emphasizing recruitment and retention techniques designed to comply with the equal employment policies of the Board.
    c. Complying with various statutory record-keeping and notice requirements in order to ensure full compliance with all employment-related statutes and regulations.
    d. Keeping employees informed of the latest developments in equal employment opportunity laws and regulations.
2. Any communication from an employee or applicant for employment, an external agency, or an attorney concerning any equal employment opportunity matter is to be referred to Human Resources.
3. While overall authority for implementing this policy is assigned to Human Resources, an effective equal employment opportunity program cannot be achieved without the support of supervisory personnel and employees at all levels. Any employee or applicant who feels they may have been subjected to any form of employment discrimination has a responsibility to report this fact to their Supervisor and/or Human Resources.

205:3 REASONABLE ACCOMMODATIONS FOR PERSONS WITH DISABILITIES

Human Resources will assist departments in the reasonable accommodation process for those employees with a qualifying disability, in order to enable them to perform the essential functions of their job.

1. Employees who are diagnosed by a health care provider as having a qualifying disability and who want a reasonable accommodation should inform Human Resources of their need as soon as possible. The employee's medical condition should be kept confidential, as required by law.
2. Employees who have a qualifying disability and who want an accommodation should provide Human Resources with any pertinent medical records needed to make decisions regarding job assignments, ability to continue working, or ability to return to work. The medical record must reflect the limitation(s) for the accommodation(s) that the employee is seeking. Employees are encouraged to suggest possible accommodations.
3. Human Resources may also require a doctor's certification of an employee's ability to perform duties safely or to assist in determining appropriate accommodations. Additionally, Human Resources may request that an employee submit to a medical examination if it believes the employee is a health or safety threat to themselves or others.
4. In attempting to reach a reasonable accommodation with a person with a qualifying disability, Human Resources will consult with the person with the disability to reach an accommodation to perform the essential functions of the job.

205:4 AGE DISCRIMINATION

1. The Board acknowledges the value in the skills and experience possessed by older workers. These workers are not only an asset to the community; they are a valuable resource of knowledge and experience. The Board bases its employment decisions solely on abilities and qualifications.
2. It is the policy of the Board to not discriminate against a worker or applicant on the basis of age, and to uphold the principles set forth in the federal Age Discrimination in Employment Act (ADEA) and the Florida Civil Rights Act.
3. The Board, as a matter of policy and practice, shall not:
    a. Fail or refuse to hire or to discharge any individual or otherwise discriminate against any individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's age.
    b. Limit, segregate, or classify employees in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect the status as an employee, because of such individual's age.
    c. Discriminate against any of its employees or applicants for employment, because such employee or applicant has opposed any practice made unlawful under ADEA or the Florida Human Rights Act, or because such employee or applicant has made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or litigation under the ADEA or the Florida Civil Rights Act.

205:5 COMPLAINTS

Anyone having reason to believe they may have been subjected to discrimination are urged to bring those concerns to the Human Resources Manager, who serves as the County's EEO and ADA Coordinator. The complaint procedure is detailed in Policy 207, Discrimination Complaint.

POLICY 206 - AMERICANS WITH DISABILITIES NON-DISCRIMINATION POLICY

It is the policy of the Highlands County Board of County Commissioners (Board), to ensure that full consideration is given to individuals with disabilities for employment. The Rehabilitation Act of 1973 was enacted to "promote and expand employment opportunities in the public and private sectors for handicapped individuals and to place such individuals in employment." Section 504 of the Rehabilitation Act of 1973, as amended by 45 CFR, Part 84, however, does not protect all "handicapped persons." In order to be considered as within the protected class/group, an individual must be a "qualified person with a handicap or disability." With respect to employment, the affected individual must be able "with reasonable accommodations (to) perform the essential functions of the job in question." The Americans with Disabilities Act of 1990 and as amended in 2009, Title I, Employment, further outlines the federal law that protects qualified individuals who have disabilities from being discriminated against in all phases of employment.

206:1 GENERAL PROVISIONS

1. In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), the Board will not discriminate against qualified individuals who have a physical or mental impairment which substantially limits one or more major life activities, have record of such impairment, or is regarded as having such impairment.
2. The ADA does not require the Board to take any action that would fundamentally alter the nature of its employment needs, or impose an undue financial or administrative burden.

206:2 COMPLAINTS

Anyone having reason to believe they may have been subjected to discrimination are urged to bring those concerns to the Human Resources Manager, who serves as the County's EEO and ADA Coordinator. The complaint procedure is detailed in Policy 207, Discrimination Complaint.

POLICY 207 - DISCRIMINATION COMPLAINT

It is the policy of the Highlands County Board of County Commissioners (Board), that anyone having reason to believe they have been subjected to discrimination are urged to bring those concerns to the attention of their immediate supervisor or Human Resources.

207:1 PROCEDURES

1. The complaint should be in writing using the Discrimination Complaint Form and contain information about the alleged discrimination, including the name, address, phone number of complainant, location, date, and description of the alleged discrimination. Alternative means of filing complaints, such as personal interviews or a tape recording of the complaint, will be made available for persons with disabilities, upon request.
2. The complaint should be submitted by the grievant or his or her designee as soon as possible, but no later than fourteen (14) business days after the alleged violation to:

   Human Resources Manager, EEO/ADA Coordinator
   600 South Commerce Avenue
   Sebring, FL 33870

3. Within fourteen (14) business days after receipt of the complaint, the Human Resources Manager or his/her designee will meet with the complainant to discuss the complaint and the possible resolution.
4. Within fourteen (14) business days of the meeting, the Human Resources Manager or his/her designee will respond in writing explaining the position of the Board.
5. If the response by the Human Resources Manager or his/her designee does not satisfactorily resolve the issue, the complainant or his or her designee may appeal the decision, within fourteen (14) business days after receipt of the response, to the County Administrator.
6. Within fourteen (14) business days after receipt of the appeal, the County will meet with the complainant to discuss the complaint and possible resolution.
7. Within fourteen (14) business days after the meeting, the County Administrator will respond in writing with a final resolution of the complaint.

207:2 RECORDS

1. All written complaints received by the Human Resources Manager, appeals to the County Administrator, and responses will be retained by the Board for at least three (3) years.
2. Records generated as a result of action taken under the provisions of this policy are exempt from public examination per Section 119.07(3) (p), Florida Statutes, until a finding is made relating to probable cause, the investigation of the complaint becomes inactive, or the complaint or other record is made part of the official record of any hearing or court proceeding.

300 - ELECTRONIC SYSTEMS, TECHNOLOGY, AND COMMUNICATIONS

POLICY 301 - USE OF COMMUNICATION SYSTEMS AND TECHNOLOGY

It is the policy of the Highlands County Board of County Commissioners (Board), to provide or contract for the communication systems and equipment necessary for the conduct of its business.

301:1 GENERAL PROVISIONS

1. Employees should familiarize themselves with the communication systems and equipment used by the Board. Most of these systems and equipment have usage charges or other related expenses. Employees should be aware of these charges and expenses and should exercise care in choosing the proper technology for each business communication. Employees should consult their Supervisor if there is a question about the proper technology to use.
2. Employees may not use the Board's address for receiving personal packages, and may not use Board stationery or postage for personal letters. Employees should exercise care so that no personal correspondence appears to be an official communication of the County.

301:2 PERSONAL USE OF COUNTY TECHNOLOGY

1. The computer and telecommunication systems are a vital part of Board operations and every effort shall be taken to ensure their availability and proper use. This usage policy is established to ensure users are aware of the proper use of these systems.
2. Users should understand that all information generated on Board equipment is the sole property of the Board, and that employees and private parties hold no ownership of any such information or equipment. Moreover, any such work products will, in most cases, be considered public record. This includes but is not limited to reports, letters, email, etc. This information is subject to monitoring at any time, with or without notice, at the sole discretion of the Board. Users of these systems are specifically informed that there is no expectation of privacy between the user and the Board for any data created or stored in the systems described.
3. Prohibitions. All users are prohibited from:
    a. Theft, damage, or destruction of computing equipment, facilities, programs, or data.
    b. Accessing, copying, or modifying computers, programs, or data without proper authorization.
    c. Reproducing or allowing others to reproduce copyrighted software material in any form without proper authorization.
    d. Accessing or using computers, programs, or data which are not authorized to the user's account.
    e. Sharing personal access codes.
    f. Sharing any security related procedures, files, or accounts with unauthorized persons.
    g. Interfering with computer systems, telecommunications facilities, networks, or other resources including e-mail systems, such that the activities of other users are inhibited or disrupted (e.g. introducing computer viruses, worms.).
    h. Intentionally rendering computer systems, telecommunications facilities, networks, or other resources inoperative (e.g. "crashing" the system or network).

i. Using computer systems, telecommunications facilities, networks, or other resources including e-mail systems, for private commercial purposes including, but not limited to, the promotion of "for profit" and or privately owned businesses or sale of private property.
j. Using computer systems, telecommunications facilities, networks, or other resources including e-mail systems to abuse, defame, harass, or threaten another individual or group, commit fraud, or distribute other unlawful messages.
k. Use of computer systems, telecommunications facilities, networks, or other resources for frivolous or non-productive purposes as defined by the Board.
l. Users shall not change computer settings that could be considered security related (such as network settings, screen saver password protection and timeout, etc.).
m. Users shall not move or relocate networked computer systems (such as the G or O drive). Users are required to receive prior written or electronic authorization by the administrators of the network prior to moving telecommunication equipment. Desktop, Notebook, Laptop, and Hand Held computers may be excluded from this requirement.
n. Users shall not setup any type of automatic forwarding of outside e-mail to any County e-mail from a home or remote computer.
o. All other unauthorized acts or uses of computing facilities or resources, or any other actions not in accordance with the policies of the Board may result in disciplinary action, up to and including termination.

POLICY 302 - ELECTRONIC MESSAGES

The Highlands County Board of County Commissioners (Board) reaffirms its commitment to government in the sunshine and public records laws with the following policy concerning the receipt of, response to, and retention of e-mail, text messages, instant messages, multimedia messages, chat messages, and other electronic messages regardless of the means of transmittal (collectively "Electronic Message").

302:1 SCOPE

In accordance with the Chapter 119, Florida Statutes, this policy applies to any Electronic Message sent to or by any County Commissioner, employee, contract employee, volunteer, agent, contractor, advisory board, committee, or task force, or member thereof, or other person or private entity subject to record retention pursuant to Florida Sunshine Law (collectively "Covered Sunshine Person or Entity").

302:2 ELECTRONIC MESSAGES

For purposes of this policy, the term "County-related" means related to the County board, commission, committee or work group of which the Sunshine Person is a member or the work being performed by the Sunshine Person or Entity for the County.

302:2(a) FOR THOSE HAVING AN ASSIGNED COUNTY E-MAIL ADDRESS

1. The County has developed methods of storing e-mail sent from and received by County e-mail addresses assigned by the Clerk of Courts Information Technology Department in compliance with Florida law. Therefore, a Covered Sunshine Person or Entity having an assigned County e-mail address need not take any action to comply with Florida law regarding retention of e-mail sent from or received by those assigned e-mail addresses unless the retention period for that public record is longer than the e-mail system archival period. For additional information on e-mail system archival periods and procedures for records retention, please refer to the Board's E-mail Categories/Disposition Policy and related procedures for retention and disposal of e-mail.
2. The Board and Board employees shall not conduct County business through Electronic Messages other than through County e-mail addresses assigned by the Clerk of Courts Information Technology Department and other platforms supported by the Information Technology Department.
3. In the event that any Covered Sunshine Person or Entity having an assigned County e-mail address receives an Electronic Message with content subject to Florida Sunshine Law by way of a system other than the County e-mail address assigned to them, that Covered Sunshine Person or Entity shall, for purposes of retention of public records, forward that Electronic Message or a screenshot of that Electronic Message to his or her assigned County e-mail address with an appropriate subject heading that clearly identifies the message content so that the resulting County e-mail message may be retrieved by keyword search if a public records request is later made for documents regarding that content. The Covered Sunshine Person or Entity shall immediately notify the sender of the Electronic Message, by telephone call or by use of his or her assigned County e-mail address, to send Electronic Messages only to the recipient's assigned County e-mail address.

302:2(b) FOR THOSE NOT HAVING AN ASSIGNED COUNTY E-MAIL ADDRESS

1. Sending - A covered Sunshine Person or Entity that does not have an assigned County e-mail address shall, for purposes of retention of public records, include the

assigned County e-mail address of the County employee who is the assigned County contact for that Covered Sunshine Person or Entity and a subject heading that clearly identifies the message content on all County related e-mail sent by that Covered Sunshine Person or Entity so that the resulting County e-mail message may be retrieved by keyword search if a public records request is later made for documents regarding that content.

2. Receiving - In the event that any Covered Sunshine Person or Entity that does not have an assigned County e-mail address receives a County-related Electronic Message, that Covered Sunshine Person or Entity shall, for purposes of retention of public records, forward that Electronic Message or a screenshot of that Electronic Message to the assigned County e-mail address of the County employee who is the assigned County contact for that Covered Sunshine Person or Entity with an appropriate subject heading that clearly identifies the message content so that the resulting County e-mail message may be retrieved by keyword search if a public records request is later made for documents regarding that content. The Covered Sunshine Person or Entity that does not have an assigned County e-mail address shall also immediately notify the sender of the Electronic Message, by telephone call or by use of e-mail sent also to the assigned County e-mail address of his or her assigned County contact, to send messages to the Covered Sunshine Person or Entity only by e-mail that is also sent to the assigned County e-mail address of the assigned County contact for the Covered Sunshine Person or Entity.

POLICY 303 - SOCIAL MEDIA POLICY

The Highlands County Board of County Commissioners (Board), reaffirms its commitment to government in the sunshine and public records law by adopting this Social Media Policy concerning the receipt, retention, and display of social media. This policy and procedures govern the use of social media by County personnel and officials.

303:1 SCOPE

This Social Media Policy shall apply to all County Commissioners, employees, contract employees, volunteers, and members of advisory boards, committees, and task forces appointed by the Board of County Commissioners (individually and collectively referred to herein as a Covered Person).

For purposes of this policy, Social Media is defined broadly to encompass any form of online interaction in virtual communities, networks, logs, microblogs, etc., as well as use of related internet-based applications including, but not limited to, Facebook, Myspace, LinkedIn, Twitter, YouTube, Pinterest, Tumblr, Snapchat, Instagram, Flickr, and similar sites, as well as those not in existence at the time of the adoption of this Social Media Policy (collectively Social Media).

303:2 COUNTY-SPONSORED SOCIAL MEDIA

1. All County-Sponsored Social Media Sites and accounts must be approved by the County Administrator and created using a County e-mail address prior to being used for County business or operations. The County employs a third-party entity to capture all Social Media interactions or communications sent to or from County-Sponsored Social Media Sites and no further action is needed for a Covered Person to comply with Florida Law.
2. Unless approved by the County Administrator, no County website or County-Sponsored Social Media Site or account shall have the capability of allowing public comment or posting. Any posting or public comment or posting features shall be disabled on County-Sponsored Social Media Sites and accounts.
3. County personnel administering County-Sponsored Social Media shall comply with copyright and intellectual property laws.
4. The County reserves the right to use Social Media and networking sites to screen job applications to the extent permitted by applicable law.
5. County-Sponsored Social Media Sites and accounts shall not be used for private purposes or to solicit for any purpose not in connection with County business or operations or to disseminate confidential information or HIPAA information.

303:3 COVERED PERSON'S PERSONAL SOCIAL MEDIA

1. County Employees are prohibited from engaging in personal Social Media activities during working hours (except during meal or other approved breaks).
2. County equipment, accounts, and resources shall not be used to engage in personal Social Media activities. Covered Persons have no expectation of privacy with respect to the use of any County equipment, accounts, or resources, and the County reserves the right to monitor, review, and search all County equipment, accounts, and resources at any time for any reason.
3. Covered Persons are not permitted to post any pictures or other depictions of themselves or others wearing a County uniform, using County equipment or vehicles,

or otherwise displaying the County's image on any Social Media sites or web sites without the express prior approval from the County Administrator.

4. When publishing content to a personal Social Media site or account, Covered Persons must not state, imply or create the impression that they are speaking in an official capacity or on behalf of the County or that their activity is endorsed by the County. County-maintained websites and County-Sponsored Social Media activities shall be the officially approved means of disseminating information to the public.
5. Covered Persons shall not post information concerning County operations or County employment that is defamatory on Social Media.
6. Covered Persons must be sensitive to the fact that their conduct, online and offline, is often subjected to greater scrutiny in the community and the media. Accordingly, Covered Persons are expected to exercise good judgment in their Social Media activities. If the County Employee's Social Media activities fail to comply with this expectation, the County Employee may be subject to disciplinary action.
7. Covered Persons are prohibited from engaging in any conduct on their personal Social Media sites and accounts that would be constitute unlawful workplace harassment, discrimination or retaliation.
8. Nothing in this Social Media Policy is intended to restrict County Employees, while off-duty or during meal or other approved breaks, in the exercise of their right to speak freely on matters of public concern and to engage in other lawful activities for the purpose of collective bargaining or other mutual aid or protection as defined and interpreted by applicable law
9. Covered Person's Personal Social Media Shall Not Be Used for County-Related Business.
10. Covered Persons are prohibited from using any Social Media other than County-Sponsored Social Media Sites and accounts to interact or communicate any County-related business through Social Media.
11. In the event a Social Media interaction or communication is sent or received by a Covered Person on Social Media that is not a County-Sponsored Social Media Site relating to County-related business, the Covered Person or Entity shall take a screen-shot picture of the Social Media interaction or communication and send it to a County e-mail account for retention. The e-mail shall include a subject heading identifying the subject matter so that the County e-mail may be retrieved if a public records request is later made for documents regarding that subject matter.

400 - EMPLOYMENT

POLICY 401 - HIRING

It is the policy of the Highlands County Board of County Commissioners (Board), to be an equal opportunity employer and to hire individuals upon the basis of their qualifications, suitability, and ability to successfully complete assigned work.

401:1 GENERAL PROVISIONS

1. Supervisors and Department Directors who need to fill a regular full or part-time job vacancy should submit a Position Fill Request to Human Resources to request that the position be advertised and filled. All requisitions will be reviewed by Human Resources and the Office of Management and Budget before the vacancy is posted. County Administrator approval is required for all postings that require job description changes, internal only posting, and during any period deemed as a Hiring Freeze.
2. During the recruitment, hiring, and orientation process, no statement is to be made promising permanent or guaranteed employment and no document should be called a contract unless, in fact, a written employment agreement is to be used. All employees of the Board should be made aware in writing that employment with the County is at-will and should exercise great care not to make any representations otherwise.
3. Any candidate for employment must complete a Board Application for At-Will Employment and submit it to Human Resources. All applications must be received no later than 5:00 P.M. on the closing date of the job announcement. Any applications received after this date and time will not be accepted.
4. The hiring department will work closely with Human Resources to determine whether an applicant meets the minimum qualifications for the open vacancy. The interview panel will select the candidate(s) for hire and make a recommendation to the County Administrator for final approval.
5. An application may be rejected by Human Resources if the applicant:
    a. Has made false statements or omissions of any fact or practical deception in the Application for At-Will Employment form or process, regardless of when discovered.
    b. Does not meet the minimum training, education, or experience requirements established for the position.
    c. Has falsified the application through either commission or omission.
    d. Has failed to complete the application and/or sign it.
6. Whether or not an applicant will be rejected depends on the specific facts, including the nature of the offense, relevance to employment, passage of time since the incident occurred, evidence of rehabilitation, or other mitigating factors.
7. Human Resources is responsible for New Employee Orientation and for the processing of employment forms. The Supervisor is responsible for any necessary job training. Further information is available in Policy 501, Orientation and Training.
8. All employees may bid for any posted job by submitting an Employee Bid Form (Appendix 5) and an updated Application for At-Will Employment. Temporary employees may apply for posted jobs by completing an Application for At-Will Employment. If there is a qualified internal candidate available for the position, the vacancy is not required to be advertised in accordance with Policy 403:4, Promotion.

9. Applicants offered employment in safety-sensitive positions with the Board may be required to successfully pass a pre-employment drug screening. A qualified laboratory chosen by the Board will perform the test. Any applicant who refuses to take the test, or whose test results are positive, will be denied employment at that time. Refer to Policy 105, Drug-Free Workplace, for additional information.
10. All applicants offered employment with the Board will have a criminal background check and a review of motor vehicle records.
11. Former employees of the Board who left in good standing may be considered for re-employment. A former employee who is re-employed will be considered a new employee from the date of re-employment. Further information is available in Policy 403:3, Reinstatement.

401:2 PERSONNEL REQUISITIONS

This section sets forth the rules and regulations for the members of the interview panel in accordance with recommending qualified candidates for hire to the County Administrator.

1. Each listing of persons from a Certificate of Eligibles for appointment shall be entitled a "Personnel Requisition."
2. Additions and deletions from the Personnel Requisition listings may be made by Human Resources and approved by the County Administrator. Justification for such changes must accompany the requisition.
3. Procedure:
    a. Order of Qualification. When issuing the Personnel Requisition, applicants should be listed in order of hiring preference.
    b. Geographic Location Tie-Breaker. When qualifications are equal, geographical location of the applicant's home in relationship to the job site may be used as a consideration for breaking the tie. Geographical location will not serve to eliminate an applicant who is more qualified than others being certified.
    c. Exception. When proximity to work location is essential due to required response time for reporting to the work site on an unscheduled basis, the names of eligible candidates may be certified on the basis of area residency.
    d. County Residency Policy. It is not the policy of the Board to exclude employment opportunities from qualified applicants who reside outside the geographical limits of Highlands County or who are unwilling to relocate to the Highlands County area. It is, however, the policy of the Board to present an offer of employment to qualified applicants who reside within the geographical limits of Highlands County or are willing to relocate therein, prior to other applicants of equal qualification.

401:3 VETERAN PREFERENCE

Veterans' Preference for eligibility in employment will be extended to certain Veterans and spouses of Veterans in accordance with Section 295.07, Florida Statutes.

1. The state and its political subdivisions shall give preference in appointment and retention in positions of employment to:
    a. Those disabled veterans:
        i. Who have served on active duty in any branch of the United States Armed Forces, have received an honorable discharge, and have established the present existence of a service connected disability that is compensable under

public laws administered by the United States Department of Veterans Affairs; or

ii. Who are receiving compensation, disability retirement benefits, or pension by reason of public laws administered by the United States Department of Veterans Affairs and the United States Department of Defense.

b. The spouse of a person who has a total disability, permanent in nature, resulting from a service connected disability and who, because of this disability, cannot qualify for employment, and the spouse of a person missing in action, captured in line of duty by a hostile force, or forcibly detained or interned in line of duty by a foreign government or power.

c. A wartime veteran as defined in Section 1.01(14), Florida Statutes, who has served at least one (1) day during a wartime period. Active duty for training may not be allowed for eligibility under this paragraph.

d. The unremarried widow or widower of a veteran who died of a service-connected disability.

e. The mother, father, legal guardian, or unremarried widow or widower of a member of the United States Armed Forces who died in the line of duty under combat-related conditions, as verified by the United States Department of Defense.

f. A veteran as defined in s. 1.01(14). Active duty for training may not be allowed for eligibility under this paragraph.

g. A current member of any reserve component of the United States Armed Forces or the Florida National Guard.

401:4 RECRUITING

This section sets forth rules and regulations for recruiting applicants for vacancies and newly established positions.

1. Recruiting Action. Active recruitment for all authorized regular positions, available or anticipated available will be conducted by Human Resources in cooperation with other departments and agencies.

2. Vacancies. Anticipated vacancies are those authorized regular positions being vacated within no more than 90 calendar days. Anticipated vacancies may not be forecast or advertised based on pending disciplinary action or requested changes in the manning level. A vacancy may be anticipated when the employee occupying the position has submitted a written resignation, been approved for transfer to another position within the organization, or has applied for and been approved for retirement within 30 calendar days.

3. New Position Recruitment. A new position may only be recruited after it has been approved by the Board and funded. Recruitment action shall not occur more than 90 calendar days before the established effective hire date.

4. Recruitment Scope. Recruitment actions and/or announcements shall be designed to reach all segments of the County population. Announcements will be displayed in the reception area and will be made available by Human Resources upon request. All job postings will be posted electronically on the Board website. They may also be provided to each department, to public and private employment agencies, and/or to automated employment services.

5. Basis for Recruitment. Applicants for all positions shall be recruited on the basis of the minimum training and experience requirements established for that position without regard to age, race, sex, religious belief, color, national origin, disability/handicap, gender, genetics or any other legally protected group/class.
6. Recruiting Language. All recruitment literature shall contain the title of the employer "Highlands County Board of Commissioners" and the phrase "An Equal Opportunity, Veterans Preference, and Drug-Free Workplace Employer."

401:5 PRIVATE EMPLOYMENT AGENCIES

The use of private employment agencies is permissible provided:

1. Human Resources direct recruitment cannot produce personnel for hire in sufficient time to serve the need for the personnel.
2. Use of the private employment agency may provide a competitive business advantage over direct hire of personnel.
3. The private employment agency must provide Human Resources written certification of compliance with Federal Civil Rights Act, Americans with Disabilities Act, Age Discrimination in Employment Act, pertinent guidelines of the Equal Employment Opportunity Commission, and Florida law.
4. Fees or charges for services rendered shall be reasonable per the market.

401:6 JOB POSTING

Posting shall be dated per the date issued by Human Resources. All postings may be placed on department bulletin boards for the information of Board employees. Announcements may be posted electronically.

1. Employee Bids:
   a. All employees may bid for any posted job by submitting an Employee Bid Form (Appendix 5) and an updated Application for At-Will Employment. Temporary employees may apply for posted jobs by completing an Application for At-Will Employment.
   b. Employee Bid Forms must be submitted in sufficient time to allow processing through the proper chain of command to arrive in Human Resources no later than 5:00 P.M. on the closing date of the job announcement. Employee Bid Forms received after this date and time will not be accepted.
   c. Employee Bids which would result in a lateral move to a position with the same job title will not be considered. Refer to Policy 407, Later Transfer. Employee Bids which would result in a demotion must be approved by Human Resources.
   d. All employees who successfully bid on a job posting may forfeit the option to return to the position they vacated.
2. Job openings filled by transfers, reassignment, or internal promotions may not be subject to job postings.
3. Reclassifications due to changes in job requirements are not subject to job postings.
4. In order to reach all segments of the population, paper, or electronic copies of each job posting may be sent to the local State of Florida employment agency, local organizations, or any other applicable agency.

401:7 ADVERTISING

To ensure a supply of qualified applicants and promote community relations with all segments of the County's population, job postings may be advertised in local media and posted electronically as a general rule, under the following conditions:

1. All regular and temporary vacancies, without regard to pay grade, to afford a high-quality pool of applicants for consideration.
2. New regular positions without regard to pay grade (if not filled by reassignment, reclassification or internal promotion).
3. Advertisements may be placed outside the County when local advertising fails to produce sufficient applicants that meet the minimum qualifications for the job or when directed by the County Administrator to fulfill special recruiting requirements.

The following situations do not require job posting:

1. Vacancies for which a posting was published for the same or lower pay grade within 90 calendar days of the effective date of the vacancy, and for which well-qualified current applicants exist.
    a. Applicants may be selected for positions of the same job title; or
    b. Applicants may be selected for positions in the same or lower pay grade for which they interviewed.
    c. This excludes positions that require Board appointment.
2. Part-time and/or temporary postings, when there are sufficient applications on-hand to support a quality hiring decision.
3. When disciplinary action results in reassigning an employee from a higher position to a vacancy in a lower pay grade.
4. When a vacancy is being filled by an existing employee through lateral transfer, reassignment, reclassification, or internal promotion.
5. When a vacancy is filled by a former employee returning from workers' compensation absence.

POLICY 402 - APPLICANTS FOR EMPLOYMENT

It is the policy of the Highlands County Board of County Commissioners (Board), that applications for employment shall be accepted for open positions. All applicants will be accorded uniform and equal treatment in all phases of the examination procedure. Applicants may not be accepted or rejected because of age, race, sex, religious belief, color, national origin, disability/handicap, gender, genetics or any other legally protected group/class. Reasonable accommodations may be made for disabled applicants to ensure equal access to the examination and evaluation process.

402:1 GENERAL PROVISIONS

1. Application Assembly. It is the sole responsibility of the applicant, whether a current or former employee or applying from outside the organization, to assemble and deliver any and all materials that comprise their application for employment. Human Resources staff is not required to perform word processing, copying services, procure or update materials or transcripts, etc. in order to assemble applications.
2. Compliance with Laws, Rules, and Regulations. Staff shall ensure that all positions are filled in a manner consistent with the intent and purpose of this section and other applicable state and federal rules, regulations, and law.

402:2 PROCEDURES

1. Receipt. Human Resources is responsible for accepting applications for employment.
2. Forms. Applications will be submitted on the Highlands County Board of County Commissioners Application for At-Will Employment. Applicants requesting special assistance due to disability will receive equal consideration and be afforded reasonable accommodation throughout the application and examination process.
3. Signature Required. Applications must be signed by the applicant, attesting to the truth of all statements contained on the application. Falsification of an application may be cause for disqualification of an applicant or the dismissal of the employee. Applications received without the applicant's signature, whether intentional or accidental, may be rejected.
4. Qualifying. Applicants may be individually reviewed and ranked based on a numeric grading scale. Veterans' preference will be awarded per Chapter 295, Florida Statutes.
5. Application Rejection. An application may be rejected by Human Resources if the applicant:
    a. Has been convicted of a felony or first-degree misdemeanor which directly relates to the position sought, regardless of when discovered.
    b. Has made false statements or omissions of any fact or practical deception in the Application for At-Will Employment or process, regardless of when discovered.
    c. Whether or not an applicant will be rejected under items (a) and (b) above depends on the specific facts, including the nature of the offense, relevance to employment, passage of time since the incident occurred, evidence of rehabilitation, or other mitigating factors.
    d. Does not meet the minimum training, education, or experience requirements established for the position.
    e. In consultation with hiring department, if an unsatisfactory employment record as shown by written factual evidence, i.e. employment application or references. In

such cases, former employers and references may be contacted to gain additional information.

f. Employee is ineligible for rehire due to an involuntary resignation.

6. Application Status. Applicants not selected for an interview will be advised by mail or telephone. Applicants examined or interviewed will be advised by mail or telephone of their status following the interview.
7. Not Hired. Applicants not hired may request to use the application on file for up to six (6) months after submission. After six (6) months a new application will be required.
8. File. Human Resources shall maintain the original application as part of the personnel file for all persons hired.

402:3 INTERVIEW

All appointments will be made on the basis of merit and fitness to be determined as far as practical and possible by a competitive examination process, which may include, but not be restricted to, any or all of the following: oral interview, written test, oral test, performance test, physical or fitness test, evaluation of training and experience, length of time in present position, and any other applicable criteria which will fairly measure the relative abilities of individuals competing in examinations.

Candidates may be required to attain at least a minimum performance on each part of the examination process in order to be considered for employment.

Reasonable accommodations will be provided in the examination process when requested by disabled job applicants.

Interviews for the position of Department Director and above require public notice.

Applicants may be examined by one or more of the following methods:

1. Personal Interview. An in-person or web-based interview to determine abilities and qualification, which may include any or all of the following: oral interview, written test, oral test, performance test, physical or fitness test. Personal interviews shall be conducted by an interview panel. Applicants may be scored or ranked using a numeric grading scale.
2. A second or third interview may be required at the request of the interview panel, Department Director, Human Resources, or County Administrator.
3. Interview Panel. The interview panel should be comprised of three (3) or more members to include the Supervisor, Department Director or department designee, and a member of Human Resources. Prior approval through Human Resources is required for all non-Board panel members. The County Administrator may participate in a two (2) person panel of his or her choosing for which Human Resources does not have to participate.

Public Information and Records Retention. Following an interview, Human Resources will make available, upon request, the results in accordance with Chapter 119, Florida Statutes.

402:4 OTHER PERSONNEL SERVICES (OPS)

Other Personnel Services (OPS) positions are intended to fulfill short-term or sporadic needs of the Board, except professionals, who are to be used on a fill-in status only. Employment of personnel in the OPS category in the same position for a period longer than six (6)

months requires prior approval by the Board of County Commissioners. Refer to Policy 410, Supplemental Workforce.

402:5 CONDITIONAL OFFER OF EMPLOYMENT AND PROCESSING

After tentative selection and before final processing, an applicant shall be required to:

1. Take a physical examination performed and evaluated by a designated physician, if required by the position.
2. Take a physical agility test, if required by the position.
3. Present:
    a. Authorization to work in the United States. Highlands County participates in E-Verify.
    b. Proof of identification.
4. Sign a waiver and authorization to conduct a criminal, work, and personal reference background investigation.
5. Complete drug and/or alcohol test, if required by the position (safety sensitive).
6. Present a valid Florida Driver's License, if required by the position.
7. Sign a loyalty oath.
8. Complete bonding and fingerprinting requirements for the positions, if any.

402:6 PHYSICAL EXAMINATION

When physical examination is required for specified positions, the applicant shall present to the designated physician and undergo a physical examination by a physician. Using the job description, the physician shall conduct the examination and identify all medical conditions which may have an effect on the prospective employee's ability to perform the essential job functions of the identified position.

If medical restrictions/limitations are identified, Human Resources shall review the report and determine:

1. If reasonable accommodations can be made available for the selected candidate.
2. If the prospective employee shall be required to submit additional medical information from their personal physician.
3. If the offer of employment must be withdrawn.

An applicant who fails to pass the physical examination may request reconsideration by submitting additional medical information per the following:

1. Written request for reconsideration must be made to Human Resources within ten (10) calendar days of notice of examination failure.
2. Upon receipt of a request for reconsideration, Human Resources shall review it with the authorized physician who made the initial assessment. If necessary, additional medical examinations may be authorized at the expense of the Board.

The applicant shall not be considered a Board employee until completion of the medical examination process and acceptance of an unqualified offer of employment. Final appointment to the position is contingent on successful completion of all required elements of the pre-employment physical, physical agility test, drug screen (if safety sensitive), and

background investigation. Rejection of a candidate at this step will be based on a reason that is job-related and consistent with business necessity.

402:7 E-VERIFY

To comply with federal regulations of the Immigration Reform and Control Act (IRCA), all employees are required to complete an Employment Eligibility Verification form (I-9 form). This law applies to all individuals hired, including full-time, part-time, and OPS employees. E- Verify is a web-based program administered by the U.S. Department of Homeland Security, U.S. Citizenship and Immigration Services (USCIS) Verification Division, and the Social Security Administration that supplements the current I-9 employment eligibility verification process. The program determines whether the information provided by the new hire matches government records and whether the new hire is authorized to work in the United States.

1. All employees must complete Section 1 of the I-9 form on day one of their employment. All employees must complete the I-9 form within three (3) business days of the date employment begins by providing appropriate documentation. Any employee who fails to complete the I-9 within the three (3) business day time period cannot continue to work.
2. To maintain compliance, the appropriate Human Resources designee must also certify Section 2 of the I-9 form AND prepare the E-Verify report within three (3) business days of the date of employment.
3. Re-verifications & Re-hires. Federal regulations require an update and/or re-verify the I-9 form when one of the following occurs:
    a. An employee is terminated and then re-hired - The original I-9 is valid only when the employee is re-hired within three (3) years of the original hire date. Otherwise, a new I-9 form and E-Verify report must be completed. A new E-Verify report must be completed for all rehires.
    b. An employee's work authorization is about to expire and a new or extended status has been approved, or, the employee’s status has changed to another non-immigrant or to immigrant status. No new E-Verify report is required for work authorization re-verifications.
4. I-9 Retention. The Board shall retain all valid I-9 forms in accordance with the State of Florida General Records Schedule GS1-SL.
5. Final appointment to the position is contingent on successful completion of all required elements of the investigation. Rejection of a candidate at this step will be based on a reason that is job-related and consistent with business necessity.

POLICY 403 - APPOINTMENT

It is the policy of the Highlands County Board of County Commissioners (Board), that all new employees (fulltime and part-time regular employees in Board-approved positions; does not include temporary employees) are to be carefully monitored and evaluated during original appointment, reinstatement, promotion, demotion, reassignment or trainee status.

403:1 APPOINTMENT TYPES

1. An established position must be filled by one of the following types of appointments:
   a. Original
   b. Trainee
   c. Reinstatement
   d. Promotion
   e. Demotion
   f. Reassignment (Policy 408)
2. Regular Status. An employee does not attain regular status until successful completion of the six (6) month probationary status. Upon accepting a new position, regardless of the appointment type, all employees will be placed into probationary status.
3. Minimum Training and Experience Requirements. Any person appointed to a position under the Board must meet the minimum training and experience requirements established on the job description for the position to which appointed, unless:
   a. Designee Pay. The employee is appointed with Designee Pay per Section 701:3.
   b. Trainee Status. Human Resources and the Department Director shall determine if the individual does not yet meet the minimum training requirements and appointment to trainee status is appropriate. In this case, the employee should be able to complete the training requirement within six (6) months of appointment.

403:2 ORIGINAL APPOINTMENTS

No original appointment shall be made without the approval of the County Administrator. Except for reinstatement, promotion, demotion, or reassignment appointments, appointments made in accordance with the provisions of this chapter to established positions shall be considered original appointments.

Upon original appointment to a position, an employee shall be given status in that position in accordance with the following:

1. Probationary Status. An employee appointed to fill an established position on a regular full-time or part-time basis shall be given probationary status. As an incentive for new employees to complete probation and matriculate as a regular employee with an evaluation of 3.1 or higher, up to a five percent (5%) end of probation pay raise may be authorized on a case by case basis by the County Administrator.
   a. When an employee who has not attained regular status is granted a leave of absence without pay in excess of three (3) workdays, the time spent on such leave may not count toward the completion of the employee's probationary status.

2. Trainee Status. An employee appointed to fill an established position on a regular full-time or part-time basis shall be given trainee status when:
    a. The employee does not meet the minimum training and experience requirements for that position; and
    b. The employee is participating in accordance with an established training schedule or program approved by Human Resources.
    c. Upon the completion of the training, or six (6) months of continuous employment, whichever comes later, the employee may be given regular status. Training shall last no longer than six (6) months.
    d. The salary shall be five percent (5%) below the salary range minimum of the assigned position.

A new employee without regular status may be terminated at any time without the right to appeal.

403:3 REINSTATEMENT

1. A Board employee who held regular status prior to separation may be given a reinstatement appointment, provided:
    a. The employee was separated from employment in good standing.
    b. Reinstatement is made within one (1) month from the date the employee separated.
    c. The appointment is made to a position in the same pay grade or to a position in a lower pay grade within a similar position.
2. Limitations. If an employee who held regular status is not given a reinstatement appointment within one (1) month from the date separated, the employee shall be given an original appointment if re-employed by the Board. Refer to Policy 403:2, Original Appointments.
3. Laid-Off Employees. Whenever possible, vacancies shall be filled by reinstatement of former employees who have been laid-off, in accordance with Policy 412, Layoff Policy.

403:4 PROMOTION

An employee shall be given a promotion appointment when moved from a position in one pay grade to a position in another pay grade having a greater degree of responsibility and a higher maximum salary. All promotions are subject to approval by the County Administrator.

1. Eligibility. Employees with or without regular status may be promoted to a position for which the employee meets the minimum training and experience requirements.
2. Probation. A promoted employee who has previously attained regular status, shall serve a probationary period of three (3) months in the higher pay grade. This period may be extended for a maximum of three (3) months by the Department Director with concurrence of Human Resources, for a maximum of six (6) months total.
3. Leave Accrual After Promotion. Employees with regular status prior to promotion continue to accrue annual and sick leave in the same manner in effect prior to promotion. Employees without regular status prior to promotion shall be awarded sick leave three (3) months after the date of original hire and annual leave after six

(6) months so long as progress is satisfactory. Refer to Policy 601, Sick Leave, and Policy 603, Annual Leave, for details on how leave is computed.

4. Demotion During Probation. A promoted employee may be demoted to a position within the same pay grade from which they were promoted any time prior to attaining regular status in the higher pay grade, without having the right to appeal the demotion.
5. Internal. The County Administrator may authorize an internal promotion for any vacancy. No external or internal job posting is required. Salary shall not be approved at more than ten percent (10%) above the employee's current salary or to the minimum of the new pay grade.

403:5 DEMOTION

An employee shall be given a demotion appointment when moved from a position in one pay grade to a position in another pay grade having a lesser degree of responsibility and a lower maximum salary.

1. Voluntary Demotion. With the approval of the County Administrator, an employee with regular status may be demoted, to a position for which the employee meets the minimum training and experience requirements providing the demotion is voluntary and the employee signs a statement to that effect. Salary will be reduced by five percent (5%) or to the mid-point of the new pay grade. Salary may not exceed the mid-point of the new pay grade.
2. Involuntary Demotion. Involuntary demotions of regular employees require the approval of the County Administrator. An employee with regular status shall be given a demotion appointment to a position in a lower pay grade in the same manner prescribed for original appointments and may appeal the action through the Grievance Procedure (Policy 803). Salary will be reduced by ten percent (10%) or to the midpoint of the new pay grade. Salary may not exceed the mid-point of the new pay grade.
3. Status. Demoted employees shall be placed on a six (6) month probationary status.
4. Demotion of Non-Regular Employees. An employee who has not attained regular status and is given a demotion appointment to a position in a lower pay grade shall not have the right to appeal the demotion.

403:6 POSITION OVERLAP

No position shall be filled by more than the equivalent of one (1) full-time employee, except as provided for in this section. Overlap is defined as a condition in which two (2) employees are placed in the same position for any of the following reasons:

1. For the purpose of training one employee to take-over the duties of another employee.
2. For the purpose of performing duties of an employee placed on leave with or without pay due to the employee's personal illness, injury, disability or other absence.
3. Overlap shall not occur in any position without County Administrator approval and may not exceed 90 calendar days unless a longer period is authorized by the Board.

POLICY 404 - NEPOTISM & FRATERNIZATION

It is the policy of the Highlands County Board of County Commissioners (Board), to be an equal opportunity employer and to hire individuals upon the basis of their qualifications, suitability, and ability to successfully complete assigned work.

404:1 NEPOTISM

1. A relative of an employee will be considered for employment by the Board, provided the applicant possesses all the qualifications for employment. A relative will not be hired, however, if such employment would:
   a. Create either a direct supervisor/subordinate relationship with a relative; or
   b. Create either an actual conflict of interest or the appearance of a conflict of interest.
2. These criteria will also be considered when assigning, transferring, or promoting an employee. For the purposes of this policy "relative" shall be defined, in accordance with Chapter 112.3135, Florida Statutes, as an individual who is related to the public official as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister half-brother, or half-sister.
3. Employees who marry or become members of the same household may continue employment as long as there is not:
   a. A direct supervisor/subordinate relationship between such employees; or
   b. An actual conflict of interest or the appearance of a conflict of interest.
4. Should one of the above situations occur, Human Resources will attempt to find a suitable position within another department to which one of the affected employees may transfer. If accommodations of this nature are not feasible, the employees will be permitted to determine which of them will resign.

404:2 FRATERNIZATION

The Board recognizes the need to establish a work place free of relationships that could create liability for the County and a perception of favoritism and/or conflict among County employees; therefore, interfering with the proper conduct of County business.

1. The Board does not feel that a prohibition against a consensual romantic relationship is necessary, provided:
   a. Both parties mutually and voluntarily consent to the relationship.
   b. The relationship does not affect judgment or performance of duties of involved employees.
   c. The relationship does not negatively impact the work environment.
   d. The relationship is not between a direct supervisor and subordinate.
2. Employees are strictly prohibited from engaging in any form of intimate contact that would in any way be deemed inappropriate by a reasonable person serving anywhere on County premises, whether during working hours or not.

POLICY 405 - JOB CLASSIFICATIONS

It is the policy of the Highlands County Board of County Commissioners (Board), to evaluate all jobs in order to establish a consistent basis for measuring and ranking the relative worth of each job. Further, it is the intent of the Board to maintain salary ranges, current job titles, and job descriptions in accordance with sound compensation practices.

405:1 GENERAL PROVISIONS

1. Human Resources is responsible for coordinating the continuing internal review of the Board's compensation structure and for making sure that each job is evaluated and assigned a salary range which accurately and fairly reflects each job's responsibilities and performance.
2. The Pay Plan contains salary ranges with a minimum and a maximum rate for each job title. Changes in salary range assignments may only be made by the County Administrator, and are subject to approval by the Board of County Commissioners.
3. Human Resources should evaluate all new positions and review, on a periodic basis, all job descriptions to ensure that they accurately reflect current duties. If a suitable job title does not exist, Human Resources may recommend the establishment of a new job title and salary range for approval by the County Administrator.
4. Only the Board may authorize establishing new regular or temporary positions with benefits. To the extent feasible, actions that may result in new positions will be processed as part of the normal budget cycle. Classification of new positions or reclassification of existing positions which require immediate action and which significantly impact either the County organization or individual employees may be considered as an exception to policy.
5. Human Resources is responsible for developing and administering daily activities of the job evaluation program. This includes taking responsibility for revising and/or updating job descriptions, deleting job titles that are no longer needed, and position reclassifications. Human Resources may require the assistance of Supervisors, Managers, or Department Directors to ensure the accuracy of the duties listed within the job description.
6. Human Resources is responsible for reassigning job titles to the Exempt and Hourly pay plans based on changes in organizational needs, in compliance with the Fair Labor Standards Act.

405:2 PAY GRADES

1. The Board has adopted three (3) pay grades to serve the needs of its employees:
    - 100 Series – Includes regular 40-hour employees working eight (8) hour and ten (10) hour shifts. Overtime is earned after 40 hours worked in the seven (7) day work period. This series includes exempt Fire Rescue positions, 40-hour Fire Rescue positions (identified in Policy 406:1 – General Provisions) and OPS positions.
    - 200 Series – Fire Rescue single certificated employees (EMS only) working 24 hours on and 48 hours off. Overtime is earned after 40 hours worked in the seven (7) day period.
    - 300 Series – Fire Rescue dual certificated employees working 24 hours on and 48 hours off. Overtime is earned after 106 hours worked in the 14-day period.

405:3 JOB DESCRIPTIONS

1. Job descriptions define the kind of work and level of responsibility normally assigned to employees performing a job. While exact duties and responsibilities of positions under a specific job title may differ, all positions so designated shall be sufficiently similar as to kind of work, level of difficulty or responsibility, and qualification requirements to warrant like treatment for personnel purposes.
2. Job descriptions shall contain the parts listed below. Each part must contain the minimum amount of information required to distinguish each characteristic.
    a. Position Information. The position title given will best describe the job specification. This section will include the job title, job code, FLSA classification, type of position, division, department, cost center, pay grade, pay range, special risk (if applicable), and if the position is full or part-time.
    b. Position Duties & Responsibilities.
        i. General Description. The specific reason the position is established, and the overall objectives to be achieved by the employee that holds the position.
        ii. Essential Job Functions. Specific statements as to the kind of work and level of responsibility the job specification encompasses, but not restrictive to the duties that may be required. A statement of the number of personnel supervised by the holder of the position, if any.
        iii. Knowledge, Skills, and Abilities. Statements specifying the knowledge level, special abilities, and skills necessary to do the job. This section will also contain a description of the physical abilities required of the position, based on the normal and recurring physical demands of the job.
        iv. Physical Skills. Physical ability requirements must be based on the essential functions performed by the job. A description of the usual and occasional location and environment in which the holder of the position is required to operate.
    c. Minimum Qualifications. Statements of the kind and amounts of training, education, experience, and/or other qualifications that is normally required of applicants for the job specification. This section will also include working hours and disaster assignment.
3. The County Administrator is authorized to make minor changes to job descriptions, excluding pay grades. All major changes, including the creation of new positions, require Board approval.

405:4 RECLASSIFICATION

1. A position may be reclassified from either a higher or lower pay grade as a result of significant changes in assigned duties and responsibilities.
2. Reclassifications cannot be created for situations involving the assignment of new duties and responsibilities which in effect create a new position.
3. Reclassifications will not be approved for artificial changes in duties and responsibilities solely for the purpose of gaining a change in the current authorized pay grade.
4. All reclassifications must be reviewed by the County Administrator and Human Resources, and approved by the Board, prior to implementation.

405:5 LEAD WORKERS

1. When two (2) or more positions in the same position or pay grade are located in the same work unit, one position may be assigned lead worker duties, provided:
   a. The position is assigned duties and responsibilities of a limited supervisory nature in addition to normal assignments of the position.
   b. The supervisory responsibilities do not justify reclassification of the position.
2. Lead worker duties may not be assigned to a position unless the position has been reviewed by the County Administrator and Human Resources, and approved as a lead worker position by the Board.
3. Employees assigned lead worker responsibilities will not receive more than a pay increase of ten percent (10%) above the employee's current biweekly salary as approved by the County Administrator. Such salary increases may not exceed the maximum of the current pay grade.

405:6 HAZMAT AND TECHNICAL RESCUE PAY

1. Up to 20 qualified employees may be recommended by the Public Safety Director and approved by the County Administrator as members of the Hazmat team.
2. Approved members of the Hazmat team will be compensated for their participation, as follows:
   a. One (1) employee may be designated as the Hazmat team leader and will receive a pay increase of ten percent (10%).
   b. Up to 19 employees may be designated as a Hazmat team member and will receive a pay increase of two percent (2%).
   c. Such salary increases may not exceed the maximum of the employee's current pay grade.
   d. Hazmat pay will only be granted during the employee's designation as a Hazmat team member. The pay increase will be removed if the employee no longer participates on the Hazmat team or does not meet the training requirements as set forth.
3. One (1) qualified employee may be recommend by the Public Safety Director and approved by the County Administrator as the Technical Rescue lead.
   a. This employee will receive a pay increase of ten percent (10%).
   b. Such salary increase may not exceed the maximum of the employee's current pay grade.
   c. Technical Rescue lead pay will only be granted while the employee is designated as the Technical Rescue lead. The pay increase will be removed if the employee no longer performs the function as Technical Rescue lead.

405:7 FIRE RESCUE

1. Provisional Paramedic Positions. A maximum of seven (7) EMTs may be elevated to Provisional Paramedic positions at the minimum starting salary for a Paramedic, providing:
   a. Paramedic training has been completed and the proper state certification obtained while an employee of the Highlands County Fire Rescue.

b. Current duty performance is considered to be above average by the Battalion Chief or Captain.
c. The employee is not serving a period of employment probation, as outlined in Policy 502, Probationary Period.
d. A current position vacancy for Paramedic does not exist within Fire Rescue.

If approved, Provisional Paramedics will be promoted to an open regular Paramedic position based on total time in grade as a Provisional Paramedic. Provisional Paramedics who refuse to accept a regular Paramedic position will be returned to the position of EMT at the salary rate he or she received as an EMT immediately prior to becoming a Provisional Paramedic.

An employee may be appointed to a Provisional Paramedic position at a salary five percent (5%) below the salary range minimum of the Paramedic position, for a training period not to exceed three (3) months.

Salaries for employees granted an increase per this section will be effective from the first day of the pay period following notification of eligibility.

2. Paramedic Field Training Officer (FTO). A total of three (3) Paramedic qualified personnel may be selected for the position of Field Training Officer. The position of FTO will receive five percent (5%) salary increase on the date of appointment, providing the salary increase does not exceed the established salary maximum for the pay grade. Selections must be approved by the County Administrator. Upon vacation of a FTO position, either voluntarily or involuntarily, the current salary level of the employee will be reduced by five percent (5%), effective from the date the FTO position was vacated.

3. OPS Positions. In order to provide qualified and competent reliefs for Fire Rescue personnel for vacation, off-site training, illness, injury, and other contingencies, persons meeting all the qualifications of the regular position may be placed on a call-up roster. A current Medical Emergency First Responder certification may be substituted for the EMT requirement. Persons employed as OPS will be paid at a rate to be determined by the Department and approved by the County Administrator. OPS employees will not accrue paid leaves, be eligible for health or life insurance benefits, or receive Florida Retirement Service credit unless approved by the Board.

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POLICY 406 - WHITE COLLAR EXEMPTION

It is the policy of the Highlands County Board of County Commissioners (Board), to evaluate positions and remain in compliance with local, State, and Federal Labor Laws. Certain employees classified as executive, administrative, professional, or computer professional are exempt from the provisions of the Fair Labor Standards Act (FLSA), provided they meet the following criteria.

406:1 GENERAL PROVISIONS

1. The employee is paid on a salary basis or as otherwise required by the FLSA. To qualify as salary basis, the employee must be paid a predetermined amount on a weekly or less frequent but regular basis, and generally will be paid a full salary regardless of the number of days or hours worked in a work week. An employee need not be paid for any work week in which they perform no work.
2. Compensation cannot be reduced because of variations in the quality or quantity of work performed.
3. The employee must be paid the full salary for any week in which the employee performs any work, except where a deduction is authorized as set forth below.
4. Accrued annual and sick leave credits will be used for absences of one or more full days. Deductions will not be made from accrued benefits for less than a full day of absence.
5. Deductions will not be made for absences occasional by the employer or by the operating requirements of the County.
6. For Fire Rescue, overtime hours and overtime compensation shall be defined and implemented as prescribed by the Fair Labor Standards Act and the United States Department of Labor. The County will treat the following positions assigned to a 40-hour week under Section 7(a) of the FLSA:

    - Public Safety Director
    - Deputy Chief
    - Single EMS certification Fire Rescue positions
    - Quartermaster
    - Administrative Assistant
    - Secretary II
    - Billing Specialist
    - Billing Technician
    - Clerical Assistant

    All other Fire Rescue positions will fall under Section 7(k) of the FLSA.

406:2 PERMISSIBLE EXEMPT SALARY DEDUCTIONS

There are seven (7) exemptions to the "no-pay docking" rule. Deductions from an exempt employee's salary may be made in the following circumstances:

1. Absences from work for one (1) or more full days for personal reason, other than sickness or disability. Use of accrued annual and sick leave credits may be required for these absences. Refer to Policy 601, Sick Leave, or Policy 603, Annual Leave, for information on the use of sick or annual leave.
2. Absence from work for one (1) or more full days due to sickness; or, if the employee has accrued sick leave, such absences will be charged against the employee's

accrued leave. If sick leave has been exhausted, a deduction in salary in full day increments will be made. Refer to Policy 601, Sick Leave.

3. To offset any amount received as payment for jury fees, witness fees, or military pay.
4. Penalties imposed in good faith for violating safety rules of major significance. Prior to imposing a salary deduction under this subsection, Supervisors are required to seek the approval of Human Resources.
5. Unpaid disciplinary suspension of one (1) or more full days imposed in good faith for violations of workplace conduct rules.
6. A proportionate part of an employee's full salary may be paid for time actually worked in the first and last weeks of employment.
7. Unpaid leave taken pursuant to the Family and Medical Leave Act (FMLA). Refer to Policy 606, Family Medical Leave.

406:3 COMPLAINT PROCEDURE

It is the intent of the Board, as employer, to never make improper deductions from exempt pay. However, in the event any exempt employee believes a deduction to their salary has been made improperly, the following steps may be taken:

1. The employee may report such complaint, either verbally or in writing, directly to Human Resources or to the County Administrator.
2. Human Resources may provide a verbal or written response to the complainant within five (5) business days of receipt of such complaint, either agreeing with the complaint and issuing corrective pay action, or showing disagreement with the complaint and the basis upon which the deduction is considered proper.

POLICY 407 - LATERAL TRANSFER

It is the policy of the Highlands County Board of County Commissioners (Board), that it may, at its discretion, initiate or approve employee job transfers from one position to another or from one location to another. Lateral transfers only allow employees to transfer into a position with the same job title and pay grade.

407:1 GENERAL PROVISIONS

1. The Board may require employees to make either a temporary or long-term job transfer in order to accommodate the Board's business needs.
2. Employees may request a voluntary lateral transfer. To be eligible for a voluntary lateral transfer, employees must have held their current position for at least six (6) months if the position sought is outside their current department. Approval is required from the Supervisors and Directors in both departments.
3. Employees transferring will do so at their existing rate of pay with no salary increase.
4. An employee with regular status who is given a lateral transfer shall retain regular status upon appointment to the new position.

POLICY 408 - REASSIGNMENT

It is the policy of the Highlands County Board of County Commissioners (Board), that it may, at its discretion, initiate or approve reassignment appointments to move an employee from one position to another.

408:1 GENERAL PROVISIONS

1. An employee shall be given a reassignment appointment when moved from a position within the same pay grade, but which has a different job title.
2. Employees given a voluntary reassignment will not receive more than a three percent (3%) pay increase above the employee's current salary as approved by the County Administrator. Such salary increases may not exceed the maximum of the pay grade.
3. An employee with regular status who is given a reassignment appointment to a different position shall be given probationary status after Human Resources has determined that the employee meets the minimum training and experience requirements for that position. Human Resources may require a qualifying examination, such as a drug test or a fit-for-duty medical exam, if the employee has not previously passed an appropriate examination. The employee will be placed on a three (3) month probationary status.
4. An employee involuntarily reassigned, for which the individual is qualified, shall not have the right to appeal such action.
5. All reassignments require approval of the County Administrator prior to implementation.

POLICY 409 - SECONDARY EMPLOYMENT

It is the policy of the Highlands County Board of County Commissioners (Board), that it shall be considered the primary employer for all regular employees paid by the Board. As primary employer, the Board is entitled to and should receive 100% of each employee's efforts and energy while on the job.

409:1 GENERAL PROVISIONS

1. Secondary employment determined to be the cause of substandard or unsafe performance of duty could result in discharge.
2. No employee may engage in outside employment which would interfere with the interests of the Board. Moreover, secondary employment may violate the Code of Ethics for Public Officers and Employees, Chapter 112, Florida Statutes. Employees of the Board shall not engage in any employment activity or enterprise which has been or may be determined to be inconsistent, incompatible, or in conflict with the duties, functions or responsibilities of their job or department.
3. No employee shall hold any other position in governmental or private employment or as an independent contractor when such other position may have the effect of reducing the efficiency of service to the Board. Employees holding other positions cannot solicit or advertise or take calls concerning their other employment during working hours at the Board.
4. Employees should ensure that the Secondary Employment Request has been approved, prior to performing any outside duties to ensure compliance with this policy.

409:2 PROCEDURE

Requests for outside employment authorization shall be submitted in writing using the Secondary Employment Form (Appendix 1) and shall contain the following information:

1. Name and address of secondary employer.
2. Position and/or nature of work to be performed.
3. Anticipated hours of employment.
4. Sworn statement attesting that the requested employment is in total compliance with this chapter.

409:3 APPROVAL AND CANCELLATION

Approval for outside employment may be granted by the County Administrator. Approval may be canceled at any time by the Department Director or the County Administrator, upon ten (10) business days' written notice to the employee. Approval of one application cancels any other application previously approved.

409:4 ADDITIONAL CONDITIONS

1. Eight-Hour Rule. Persons employed in safety-sensitive positions shall not engage in secondary employment within eight (8) hours immediately prior to a normally scheduled period of work for the Board. It is the responsibility of the employee, to notify the immediate Supervisor of any potential schedule conflicts. For purposes of this rule, safety sensitive positions are:
    a. Paramedics.

b. EMTs.
c. Firefighter/EMTs.
d. Operators of heavy equipment and dump trucks.

There are no acceptable circumstances or hardship conditions that warrant exception to this policy. Violation of this requirement may be cause for disciplinary action including termination.

2. Secondary Employment Caused Illness or Injury. The Board assumes no liability for injury or illness caused by outside employment. Accumulated sick leave credits may be used to cover outside employment caused illness or injury with the prior approval of the employee's immediate Supervisor.
3. Annual Leave Use. Annual leave credits may be used to cover outside employment caused illness or injury with the prior approval of the employee's immediate Supervisor.
4. Disposition. Secondary employment authorization requests, whether approved or disapproved, must be delivered to Human Resources for review and filing.

NOTE: Secondary employment of the Board's contract employees (County Administrator, County Attorney) is governed by contract with the Board.

POLICY 410 - SUPPLEMENTAL WORKFORCE

It is the policy of the Board of County Commissioners (Board), to supplement the regular workforce with temporary, seasonal employees, student interns, or other forms of flexible staffing when needed, because of periods of peak workload or employee absences.

410:1 GENERAL PROVISIONS

1. All vacancies in positions covered by this policy need not be advertised.
2. The Board may utilize students, volunteers, and other similar applicants for flexible staffing purposes, if not prohibited by law. When deemed necessary, such applicants will be required to provide a certificate of age.
3. Employees covered by this policy are not eligible for paid absences, vacations and holidays, except OPS employees approved by the Board for longer than six (6) months with approval of the County Administrator.
4. All employees covered by this policy are to be paid within the pay range of their job title.
5. Other Personnel Services (OPS) is a temporary employer/employee relationship used solely for accomplishing short-term or intermittent tasks. Human Resources will review all requests and submit to the County Administrator for approval prior to extending temporary employment.
6. A temporary/OPS employee is hired to work part-time or full-time hours for a limited/finite period. Temporary employees may be hired to work on special projects or periods of peak workload, not to exceed six (6) months in duration with approval of the County Administrator. Temporary employees may be hired to work for periods greater than six (6) months with approval of the Board of County Commissioners.
7. Temporary/OPS employees may also be used to cover employee absences due to FMLA, workers' compensation, or other leaves of absence for the duration of the regular employee's absence.
8. A temporary/OPS employee normally works regularly scheduled hours during the term of their temporary assignment.

410:2 PART-TIME EMPLOYEES (NON-OPS)

1. Board approved positions that are scheduled for less than 30 hours. Full-time employment is considered 30 hours or more.
2. Part-time positions are not eligible for Board health insurance (health, dental, supplemental).
3. Part-time positions are eligible for the Florida Retirement System (FRS).
4. Salary and appointment are obtained in the same manner as regular full-time positions.

POLICY 411 - VOLUNTEER

It is the policy of the Board of County Commissioners (Board), to recognize and strongly support volunteer services to assist County government in providing services and programs in which citizens are encouraged to volunteer their time and talents in the provision of County services.

411:1 GENERAL PROVISIONS

In order to maximize the effectiveness of volunteers, while limiting the risk of exposure to both volunteers and the Board, this policy will apply to all volunteers and departments, except advisory committees, boards, and commissions (refer to Policy 403, Board Appointments).

411:2 DEFINITION

Volunteer is defined as an individual who performs hours of voluntary service to the Board for civic, charitable, humanitarian, recreational, health, public safety or general welfare reasons, without promise, expectation or receipt of compensation for services rendered.

411:3 PROCEDURES

1. The requesting department shall submit a request to Human Resources outlining its volunteer needs and desired applicant qualifications.
2. All applicants interested in volunteering must complete a Volunteer Application that will be forwarded to Human Resources for review. Applicants for Volunteer Fire Rescue shall complete a Volunteer Firefighter Application that will be forwarded to and processed by FireRescue personnel.
3. The requesting department will review the Volunteer Application(s) and inform Human Resources of those whose qualifications meet the needs of the department.
4. Once tentatively selected, Human Resources will complete the application process. Volunteers will need to submit to and successfully complete the following:
    a. Background check.
    b. Motor Vehicle Record check, if applicable.
    c. Any other applicable standards, as required.
5. If the results of any required items reveal information or conduct that the Board determines to be disqualifying, the applicant will not be eligible for placement with any department of the Board.
6. Human Resources shall complete the volunteer application process and any costs associated therein will be the responsibility of, and charged to the requesting department.
7. Each Department Director, or his or her designee, shall coordinate the department's volunteer program and shall serve as its contact person. Each department shall also provide updated volunteer services and contact information regularly to Human Resources.

411:4 TRAINING

Volunteers will receive a summary of Board policies and procedures, an overview of their volunteer assignment and, as appropriate, a written list of duties and expectations, hours of service, supervision, necessary forms, accident reporting procedures, confidentiality, call-in, etc. Volunteers shall be directed to serve within their assigned duty assignment.

411:5 SUPERVISION

Volunteers will be supervised as to assignments, work performance, activity, use of equipment, etc. Performance problems will be corrected or the volunteer service terminated.

411:6 REPORTING REQUIREMENTS

The department to which volunteers are assigned will assure that each volunteer maintains an individual Volunteer Sign-In Log. This log is to be maintained by the department for reference purposes.

411:7 PERSONAL INJURY

Volunteers are considered employees pursuant to Chapter 440, Florida Statutes, Workers' Compensation Law. Worker's compensation medical-only coverage will be provided. Worker's Compensation is administered through the Board's Risk Coordinator.

411:8 DAMAGE TO VOLUNTEER PROPERTY

When volunteer's personal property is damaged while the volunteer is serving in an authorized volunteer status, the Board will not be responsible to reimburse for the damage.

411:9 DRIVING

All operators of a motor vehicle while on County business must be qualified to drive and drive safely. Operators must be at least 18 years of age and have sufficient knowledge about vehicle handling, demonstrated by a safe driving record, so as to protect employees, volunteers, the Board, clients, and the public from an unsafe driver. This provision applies to both County-owned and volunteer-owned vehicles. Volunteers operating County equipment will receive instruction from the supervisor regarding County vehicles before being authorized to operate them.

411:10 DAMAGE TO PRIVATE PROPERTY

When a volunteer serving in an authorized volunteer status damages private property, provisions of the Board's insurance policies will prevail.

POLICY 412 - LAYOFF POLICY

It is the policy of the Highlands County Board of County Commissioners (Board), that reductions in workforce and elimination of regular positions may be necessary from time to time for various reasons.

412:1 GENERAL PROVISIONS

A layoff is defined as a separation of employment due to the abolishment of positions due to shortage of funds or work, or a material change in the duties or organization of a department.

1. Authority. The Department Director shall recommend the positions to be abolished in his or her department. All recommendations must be reviewed by the County Administrator and Human Resources, and approved by the Board, before taking action.
2. Considerations. The Department Director, in determining the priority of layoff for individual employees, may be guided by a variety of considerations including job performance, relative skill levels, versatility, and attendance. Seniority may be a factor in the Supervisor's consideration, but the principle of "last hired, first fired" will not always govern in instances of layoff. Rather, the Department Director should determine layoff priority based upon the best interest of the Board.
3. Layoff Notification. After Board approval, the Department Director shall notify Human Resources of intended actions. The Director will notify the affected employees in person with the presence of Human Resources. A written notification from Human Resources will be supplied to each affected employee.
4. Regular Employees. No regular status employee in an affected position shall be laid off while a probationary employee continues to serve in a position with the same job title in the affected department.
5. Reassignment, Lateral, or Demotion Request. Within seven (7) business days after receiving written notice of layoff, regular status employees shall have the right to request reassignment, lateral transfer, or demotion to another in lieu of layoff provided:
    a. The petitioner meets the minimum qualifications for the requested position.
    b. Such reassignment, lateral transfer, or demotion shall not cause layoff of another employee.
    c. All requests are subject to review and approval by the County Administrator.
6. Priority Consideration of Laid-off Employees. Human Resources shall notify the hiring department if a laid-off employee meets the minimum qualifications for the vacancy. Laid-off employees must complete an application to be considered for any position. Supervisors and Department Directors are encouraged to consult with Human Resources when selecting applicants for interview.
7. Layoff Not Disciplinary. A layoff shall not be considered a disciplinary action.

POLICY 413 - SEPARATION OF EMPLOYMENT

It is the policy of the Board of County Commissioners (Board) to separate employment because of an employee's resignation, termination, or retirement; the expiration of an employment contract; or a reduction in the work force. Termination can be for any reason not prohibited by law. In the absence of a specific written agreement, employees are free to resign at any time and for any reason.

413:1 GENERAL PROVISIONS

1. Employees are requested to give a minimum of two (2) weeks written notice of their intent to resign and to remain in good standing. Written resignations may not be rescinded. The County Administrator may reserve the right to waive the notice.
2. Employees who are absent from their normally scheduled work shift for three (3) consecutive days without being excused or giving proper notice will be considered as having voluntarily resigned.
3. For policies and procedures leading up to termination for disciplinary reasons, please refer to Policy 802, Corrective Action and Disciplinary Procedure.
4. For policies and procedures governing retirement, refer to Policy 414, Retirement.
5. For policies and procedures governing the payment of sick leave and vacation leave at the separation of employment, refer to Policy 601, Sick Leave, and Policy 603, Annual Leave.
6. Supervisors should send notices of resignation or recommendations for termination to Human Resources for processing. These notices should be accompanied by any needed supporting documents, such as notices of corrective action, disciplinary reports, and letters of resignation. All terminations should be reviewed by Human Resources and approved by the County Administrator before any final action is taken. Failure to do so may lead to disciplinary action, up to and including termination.
7. Supervisors should ensure that the employee returns all Board property prior to separating employment. This can be accomplished by using a checklist that itemizes what must be relinquished by the employee. Should an employee fail to return any or all equipment issued, Human Resources will assess the value with the assistance of the department, and deduct from the employee's final paycheck. If the employee returns the equipment at a later time, a refund may be issued.
8. COBRA**.** Employees terminating employment with the Board may elect to continue health care coverage by paying the established rates.
9. Requests for employment verifications should be directed to Human Resources.

413:2 ADMINISTRATIVE SEPARATION

When circumstances warrant, employees may be administratively separated from service by Human Resources with the approval of the County Administrator. An administrative separation is non-disciplinary in nature. Such separation may occur in the following situations:

1. Upon notice that an employee has exhausted FMLA leave entitlement and expressed intent not to return to work.
2. The employee is unable to perform the essential functions of their job duties with or without reasonable accommodation.

413:3 RUNNING FOR PUBLIC OFFICE

1. An employee contemplating running for public office shall comply with the requirements of Chapter 99.012, Florida Statutes. An employee shall be considered to be running for public office upon payment of the required qualifying fee, signing the oath of candidacy, or making the required financial disclosure before the appropriate qualifying officer. Persons in this situation may:
   a. Take an unpaid leave of absence upon becoming a candidate; or
   b. Submit an irrevocable resignation with a future effective date, so long as it conforms to the requirements of the Statute.

POLICY 414 - RETIREMENT

It is the policy of the Highlands County Board of County Commissioners (Board), to provide employees assigned to established positions membership in the Florida Retirement System (FRS), in accordance with Florida Retirement System rules.

414:1 GENERAL PROVISIONS

1. The Florida Retirement System is a compulsory, State administered retirement plan. The provisions of Chapter 121, Florida Statutes, will be adhered to in administration of the retirement program.
2. Retirement ages will be determined according to Chapter 121.021(29), Florida Statutes.
3. Employees who choose to take normal retirement are requested to give Human Resources as much advance notice of their intent as possible.
4. Employees who qualify for retirement under this policy become eligible to receive retirement, health, and various other benefits in accordance with the provisions of the State of Florida and the Board's employee plans. Retiring employees are eligible to receive pay for accrued but unused vacation and sick leave in accordance with Board policies (refer to Policy 601, Sick Leave, and Policy 603, Annual Leave, for further information). All employee benefit plans and programs are subject to amendment or termination, even after retirement, at the Board's sole discretion.
5. It is recommended that all employees approaching retirement age or becoming vested consult with FRS representatives regarding the proper procedures. It is the employee's responsibility to initiate, follow up, and complete the FRS retirement process if choosing to retire.
6. Under current FRS rules, retired employees may be eligible to reapply for employment with an FRS employer:
    a. Within six (6) calendar months, your retirement will be voided and you will be required to repay all the Pension Plan benefits you have received, including any DROP payout.
    b. During calendar months seven (7) to 12, your Pension Plan benefits will be suspended for each month you are employed during this period (you must notify the Division of Retirement of your employment). If your benefits are not suspended timely, the employee and the Board will be required to repay benefits you should not have received.
    c. After 12 months, you will not be required to repay any prior benefits and you will continue receiving benefits from the Pension Plan without interruption.

500 – THE WORKPLACE

POLICY 501 - ORIENTATION AND TRAINING

It is the policy of the Highlands County Board of County Commissioners (Board), to provide New Employee Orientation programs and to conduct or support training programs as deemed appropriate.

501:1 GENERAL PROVISIONS

1. Human Resources is responsible for the overall development and coordination of New Employee Orientation and for implementing the portions that cover policies, procedures, services, facilities, benefits, and new employee documentation. Each Supervisor is responsible for orientation as it applies to introducing the new employee to the specific job and department.
2. Supervisors are responsible for recommending employees for special training programs, for providing on-the-job training, or for arranging on-the-job trainers. Such training will normally be conducted during regular working hours.
3. The Board will provide special training programs for safety and health matters when deemed necessary, or as required by government regulation.

POLICY 502 - PROBATIONARY PERIOD

It is the policy of the Highlands County Board of County Commissioners (Board), that all new employees are to be carefully monitored and evaluated for an initial on-the-job probationary period of six (6) months. The probationary period applies to new hires, reassigned, and promoted employees. After satisfactory completion of the probationary evaluation, such employees will be formally evaluated on an annual basis.

502:1 GENERAL PROVISIONS

1. Supervisors are responsible for department orientation of new employees, including establishment of performance standards, work schedules, and expected employee behavior.
2. Supervisors are to observe carefully the performance of each employee in a new position. Strengths and weaknesses in performance, attendance, conduct or attitude are to be brought to the employee's attention.
3. After six (6) months, a written evaluation of the employee's performance (Appendix 2) must be completed. The evaluation is to include a recommendation as to whether the employee should continue in the position. The evaluation should be completed by the Supervisor, forwarded to the Department Director for review and signature, and then reviewed with the employee. The signed evaluation is then provided to Human Resources for inclusion in the employee's personnel file. A copy should be provided to the employee.
4. The probationary period may be extended up to three (3) additional months when requested by the Department Director and approved by Human Resources. Initial probation shall not exceed nine (9) months from the date of hire of any new employee.
5. During the probationary period, an employee may be disciplined, laid off, suspended, or terminated, and such action shall not be subject to the grievance procedure set forth in this manual.
6. The probation period may be reduced to less than six (6) months for an employee performing in a satisfactory manner with the approval of the County Administrator.
7. Annual leave may be taken only after the employee has successfully completed their initial probationary period and been recommended for continued employment. Sick leave may be taken after three (3) months of employment; refer to Policy 601, Sick Leave.

POLICY 503 - HOURS OF WORK

It is the policy of the Highlands County Board of County Commissioners (Board), to establish the time and duration of working hours as required by workload, productivity, customer service needs, the efficient management of human resources, and any applicable law.

503:1 GENERAL PROVISIONS

1. Departments are to perform work during the time of day and week that will provide the best level of service to the people of Highlands County. When the operational and service needs of the Board require a schedule different from the normal workweek, departments are authorized to change or adjust any work schedule with the Department Director and County Administrator's approval.
2. No department shall operate on less than a 40-hour workweek, except for holidays and other situations; refer to Policy 604, Holidays.
3. The workday for each full-time hourly employee shall be 8, 10, or 24 hours, as prescribed by the department.
4. Employees exempt from the Fair Labor Standards Act (FLSA) may be required to work in excess of the department's scheduled hours without additional compensation. Accordingly, Supervisors and Department Directors shall use good judgment when requiring exempt employees to work beyond scheduled hours.

503:2 WORK SCHEDULES

1. The Department Director shall establish the scheduled hours of work for employees within their department. To be full-time positions, such hours shall not be less than the minimum hours of a normal workweek, and shall, as far as practical, be uniform for employees in the same unit assigned the same duties. Employee work schedules that deviate from normal business hours require County Administrator approval.
2. Human Resources shall maintain a copy of each department's work schedule.
3. Employees are expected to be ready to start work at their designated start time.
4. Full-time employees are required to be present on their assigned jobs for the total hours in the established workday and workweek.
5. Part-time employees are required to be present on their assigned jobs for the total number of hours scheduled for them during the established workday and workweek.

503:3 MEAL AND BREAK PERIODS

1. One (1) hour is the normal time allotted for meal periods. The Department Director or designee may authorize 30-minute meal periods, at their discretion. No meal period shall be for less than 30 minutes.
    a. Meal periods are to be scheduled in a manner to best serve the public.
    b. Meal period time cannot accumulate or be saved for the purpose of leaving work early.
2. Rest breaks are not a right, but a privilege provided when time and circumstances permit. Breaks must be arranged so as not to interfere with Board business. Each Department Director or designee may allow employees two (2) rest breaks per shift:
    a. No work break shall exceed 15 minutes absence from the employee's work station.

b. Unused work breaks may not be accumulated.
c. Break time shall not cover late arrival for duty or early departure from duty.
d. Break time may not be used in conjunction with regular meal breaks.
e. No work break shall cause unsafe or hazardous conditions to exist solely for the purpose of taking a break at a pre-designated time during the workday.

3. Employees working for Fire Resuce are required to observe a minimum rest period of eight (8) hours immediately prior to the commencement of a scheduled regular work shift. Specifically, employees are required to refrain from working for pay or as a volunteer in the eight (8) hours immediately prior to a scheduled regular or overtime work shift.

503:4 HOURS NOT WORKED

1. Supervisors, Managers, and Department Directors may, at their discretion, allow employees to make up time off during a given workweek (refer to Policy 505, Alternative Work Arrangements).
2. All hourly employees may be required to make up time if scheduled hours are not worked during the workweek, if paid or unpaid leave is not used.
3. Exempt employees may make limited alterations to their schedule during a given workweek, with supervisor approval.

503:5 TRAINING AND OFFSITE WORK

Employee attendance at lectures, meetings, and training programs will be considered hours of work, if such attendance is requested and approved by management.

POLICY 504 - OVERTIME, COMPENSATORY TIME, AND SHIFT DIFFERENTIAL

It is the policy of the Highlands County Board of County Commissioners (Board), that work in excess of a normal work week shall be kept to a minimum and avoided whenever possible. Except for emergencies, all overtime and compensatory time must be approved in advance by the Department Director.

504:1 OVERTIME

1. Department Directors shall strive to arrange work schedules in such a way that overtime is not required or permitted, except as follows:
    a. Emergency. Unusual situations which require emergency or immediate action, usually near the end of the workday, which may not be postponed to the following workday.
    b. Public/Property Danger. When danger to the health and safety or well-being of the general public, employees, or other persons could occur if an employee is not required to be on duty, or where danger to property is imminent.
    c. Miscellaneous. When management determines that the responsibilities of the department cannot be accomplished unless overtime work is authorized.
2. Employees are required to work overtime when directed, unless excused by their Supervisor. The refusal to work overtime as directed is grounds for disciplinary action, up to and including termination. Supervisors will assign overtime to employees in the particular job for which overtime is required.
3. Hourly employees are not permitted to work overtime without the prior approval of their Supervisor or Department Director. For the purposes of overtime compensation, only hours worked in excess of 40 during a workweek will be counted.
    a. Fire Rescue. For qualifying Fire Rescue positions, as defined in Policy 406:1 General Provisions, overtime pay at the rate of time and one-half (1.5 times the normal hourly rate) will be paid for each hour worked in excess of 106 hours during a 14-day work period.
4. Hourly employees are entitled to receive pay or may be offered compensatory time for hours worked in excess of 40 during the workweek; refer to Policy 504:2, Compensatory Time and Policy 703, Pay Procedures. Those employees in administrative, executive, and professional positions as defined by the Fair Labor Standards Act (FLSA) are exempt from the overtime and compensation provisions of this policy; refer to Policy 406, White Collar Exemption.
5. Overtime Exclusions. Administrative leave (except for line of duty court appearance), annual leave, sick leave and/or holiday pay will not be considered in the computation for overtime pay. Should an hourly employee be required to work on a holiday that falls on the normally scheduled day off and such work exceeds the 40-hour work week for included employees, they will be paid overtime at the rate equal to time and one-half (1.5 times the normal hourly rate) plus eight (8) hours holiday pay. When such work does not place the employee in an overtime situation for the work week, the normal hourly rate will be paid plus eight (8) hours holiday pay.

504:2 COMPENSATORY TIME

1. Compensatory time off is an adjustment to the regular work schedule in order to limit the amount of overtime pay necessary. Department Directors may elect to grant compensatory leave in lieu of overtime pay for hours worked in excess of 40

during the workweek. Compensatory time will be granted as time off at the rate of one and one-half (1.5) times the hours worked in excess of 40 during the workweek.

2. Compensatory time off must be scheduled with supervisory approval and at a time mutually convenient to the employee and the department. The time may be taken on dates and times as directed by the Board. Refer to Policy 703, Pay Procedures, for further clarification.
3. In no case will compensatory time off be accumulated in excess of 80 hours (160 hours for Fire Rescue personnel on a 24/48 shifts). When an employee exceeds this cap, they may be paid the hours in excess of the cap at the overtime rate. Effective January 1, 2019, hourly Fire Rescue employees may request compensatory time in lieu of overtime.
4. Exempt employees are ineligible for compensatory time.
5. Compensatory time should be exhausted before annual, sick, or leave without pay is used.

POLICY 505 - ALTERNATIVE WORK ARRANGEMENTS

It is the policy of the Highlands County Board of County Commissioners (Board), to allow for flexibility in work arrangements where possible, providing there will be no adverse effect on the operation of the government, or create an undue business burden on the Board or its operations, as a way to attract and retain the best employees. The Board recognizes that our diverse work force may, at times, have needs that require creative approaches to helping employees balance work and life demands. This policy is provided as one tool for management and employees to use to work as partners to ensure we meet our commitments to citizens while recognizing and addressing the demands of life outside of work.

505:1 GENERAL PROVISIONS

1. Flexible work schedules and other arrangements are only available in instances where there is no adverse effect on the work to be performed. Certain work, by its very nature does not allow for flexible work arrangements.
2. Department Directors should assess the impact of alternative work arrangements on the functions of their work unit and consider alternative work schedules or patterns that would maintain or enhance service quality.
3. In all cases, the Board retains all of its prerogatives regarding an alternative work arrangement. A Supervisor may deny a request based on business reasons. An alternative work arrangement may also be terminated at any time by a Supervisor if business needs so dictate.
4. The following work arrangements may be available options to employees, subject to the Department Director and County Administrator's approval:
    a. Compressed workweek. A full-time (40 hour) work schedule compressed into a four-day workweek (e.g. four 10-hour days).
    b. Flextime. A work schedule that permits flexibility in starting and quitting times without altering the required number of work hours in a given period (e.g. in a work week) and usually specifies a core period of the day during which all employees must be scheduled. Such scheduling is not available to counter and customer service staff members that have established working hours for contact with our customers. May also be offered to employees to alleviate the need of overtime.
    c. Part-time. A regular employee working less than a full-time work schedule. (Note: A reduction in hours which results in an employee working less than 30 hours per week may have consequences on their benefits package.)
    d. Fire Rescue. Will normally consist of three (3) shifts designed to work 24 hours on and 48 hours off.
5. County employees may be allowed a temporary schedule change not to exceed one (1) pay cycle, subject to Department Director approval.
6. For purposes of appropriateness and consistency of alternate arrangements, a brief description of specific alternate work arrangements should be sent to Human Resources for review.
7. All alternative work arrangements are subject to the discretion of the County Administrator and may be terminated at any time.

505:2 REMOTE WORK PROGRAM

To promote a healthy workplace and to control the possible transmission of Coronavirus, for a discrete period of time beginning March 18, 2020, managers have the option of allowing employees, who are able, to temporarily work in an alternative arrangement through working flexible shifts, working from home or another approved arrangement (referred to in this Policy and in the attached Application as "Remote Work Program" or "RWP"). The Remote Work Program Policy allows an employee to perform the responsibilities of a job away from a traditional Highlands County office or other worksite. Remote Work Programs provide for work in a remote location on a full-time, part-time, or occasional basis. A Remote Work Program is a voluntary work alternative that may be appropriate for some employees and some jobs based on business needs. Alternative work arrangements are not an entitlement and do not change the terms and conditions of employment with the Board.

Remote Work Programs approved in accordance with this Policy will be re-evaluated every thirty (30) days and are subject to revocation. Remote Work Programs are not intended to be permanent.

Procedure for Employees Who Request an Alternative Work Arrangement:

1. Either an employee or a supervisor may suggest a Remote Work Program. The employee must complete the Remote Work Program Application (Appendix 11) and submit the Application to the employee's Division Manager or Department Head.

2. Remote Work Programs are made on a case-by-case basis, focusing on the business needs of the organization first. To qualify for Remote Work, the employee must be able to effectively perform the employee's work-related duties remotely. Due to the nature of some job responsibilities, Remote Work may not be an option for every position.

4. Remote Work Programs will be approved at the sole discretion of the County Administrator. Any Remote Work arrangement may be discontinued, for any reason and at any time, at the request of either the employee or the employee's Division Manager or Department Head.

5. The County Administrator will determine, with information supplied by the employee and the employee's supervisor, the appropriate equipment needs (including hardware, software, and services) for each Remote Work Program on a case-by-case basis. Equipment supplied by the Board, if any, will be maintained by the Board. Equipment supplied by the employee, if deemed appropriate by the employee's Division Manager or Department Head, will be maintained by the employee. The Board accepts no responsibility for damage or repairs to employee-owned equipment. The Board reserves the right to make determinations as to appropriate equipment, subject to change at any time. Equipment supplied by the Board is to be used for business purposes only. The

Employee will sign an inventory release form listing all property owned by the Board and agrees to take appropriate action to protect the items from damage or theft. Upon termination of the Remote Work Program or termination of employment, all property owned by the Board will be returned to the Board unless other arrangements have been made. The County Administrator will use his/her sole discretion when making determinations about providing equipment.

6. Consistent with the Board's policies and expectations for employees working in traditional Board offices and worksites to maintain the security of work-related assets and information, Remote Work employees shall establish a work environment that provides for the privacy and confidentiality of verbal and written communications in connection with the employee's work to ensure the protection of work-related information accessible and produced from their alternative worksite. Steps include, but are not limited to, limiting physical access of work-related devices to the Board employee only, use of locked file cabinets and desks, regular password maintenance, not connecting any removable storage devices to the computer at any time, shielding computer, monitor, and other electronic screens from view of others, and any other steps appropriate for the job. Employees should not under any circumstances access the Board network from any public place or network and should limit remote access to their established Remote Work location.

7. Documents created and devices on which those documents are stored while an employee works remotely are subject to Public Records regulations. Employees should perform their work by exclusively utilizing Board-provided networks, services, and tools (such as email and other collaboration applications).

8. The employee will establish an appropriate work environment for working remotely. The Board will not be responsible for costs associated with establishment of the employee's remote location (e.g. remodeling, furniture lighting, repairs or modifications).

9. Injuries sustained by the employee while at the employee's remote work location and in conjunction with the employee's regular work duties may be covered by the Board's Workers' Compensation Policy. Employees are responsible for notifying the employer of such injuries in accordance with the Board's workers' compensation procedures. The employee is liable for any injuries sustained by visitors to the employee's Remote Work location.

10. The Board will supply the employee with appropriate office supplies (e.g. pens, paper, etc.) for the successful completion of job responsibilities. With appropriate pre-approval, the Board may reimburse the Remote Work employee for other business-related expenses that are reasonably incurred in accordance with job responsibilities (e.g. phone calls, shipping costs, etc.), on a pre-approval basis.

11. The employee and Division Manager or Department Head will agree in writing on the number of days that Remote Work is permitted each week; the work schedule the employee will customarily maintain; and the manner and frequency of communication. The employee must agree to be available to those the employee serves and other employees by telephone, email, and any other mode of communications upon which the employee's Division Manager and Department Director agree during the established hours for the employee's Remote Work schedule.

12. Remote Work employees who are not exempt from the overtime requirements of the Fair Labor Standards Act will be required to legibly record all hours worked and matters handled in a manner designated by the County Administrator. Hours worked in excess of those specified per day and per work week, in accordance with state and federal requirements, will require the advance approval of the employee's supervisor. Failure to comply with that requirement can result in the immediate cessation of the Remote Work agreement.

13. Before entering into any Remote Work agreement, the supervisor will evaluate the suitability of such an arrangement, paying particular attention to the following areas:

    a. Employee Suitability - the employee and direct supervisor will assess the needs and work habits of the employee, as well as the suitability of the position for Remote Work.

    b. Job Responsibilities - the employee and direct supervisor will discuss the job responsibilities and the employee will submit a written work plan for completion of job responsibilities at the alternate location, and the employee and direct supervisor will determine if the job is appropriate for a Remote Work Program.

    c. Operational Logistics - Equipment needs, workspace design considerations, and scheduling issues.

    d. Final Approval - The County Administrator has final approval for Remote Work Programs.

14. Evaluation of Remote Work performance during the Remote Work Program period will include review of daily interactions through the communication modes upon which the employee and their direct supervisor agreed as part of the Remote Work Program, and weekly meetings to discuss work progress and problems, preferably conducted by video conference. The employee and direct supervisor will each evaluate the arrangement and make recommendations for continuance or modifications to the Remote Work Program.

15. Remote Work is not designed to be a replacement for appropriate childcare. Although an individual employee's schedule may be modified to accommodate childcare needs, the focus of the arrangement must remain on job performance and meeting business

demands. Prospective Remote Work employees are encouraged to discuss expectations of Remote Work with family members and to make arrangements for childcare, or, if necessary and practicable, establish a schedule to work during hours that would limit the employee's responsibility to care for children.

16. The overall administration of this policy rests with the Human Resources Department.

POLICY 506 - TIMESHEETS AND RECORD KEEPING

It is the policy of the Highlands County Board of County Commissioners (Board), that each employee shall maintain an accurate timesheet. Timesheets must be signed or otherwise certified by the employee and his or her Supervisor, and must be submitted to the appropriate persons by the designated dates and times.

506:1 GENERAL PROVISIONS

1. Departments are required to complete an individual timesheet, on paper or in electronic format, showing the daily hours worked for all employees. The timesheet must show the date and time an employee's work week starts, the number of hours worked each day, and the total hours worked during the week.
2. The following points should be considered in filling out timesheets:
    a. Hourly employees are not permitted to commence work before their normal starting time or to continue work after their normal quitting time without the prior approval of their Supervisor.
    b. Employee timesheets are to be verified and approved by the Supervisor involved.
    c. Falsifying timesheets is prohibited and may be grounds for disciplinary action, up to and including termination.
    d. Hourly employees are required to take scheduled meal breaks.
    e. Annual and sick leave approvals, on paper or in electronic formal, must be submitted with the timesheet.
    f. To amend a timesheet already submitted, employees should contact Human Resources. Pay correction may not take place until the pay cycle following the pay cycle in which the error occurred.
    g. Timesheets must be signed by each individual employee. Should an employee be unavailable for signature, the timesheet shall be annotated, "Not available for signature" and signed by the immediate Supervisor.
    h. Supervisors will not sign timesheets that they know to be inaccurate and shall under no circumstances encourage employees to submit signed timesheets that are inaccurate, doing so is grounds for disciplinary action, up to and including termination.

POLICY 507 - EDUCATIONAL ASSISTANCE

It is the policy of the Highlands County Board of County Commissioners (Board), to provide educational assistance to its employees to allow them to enhance their ability to serve the public interest of the citizens of Highlands County.

1. The County Administrator may authorize, within available funds, up to 100% reimbursement of tuition and laboratory fees incurred by an employee who satisfactorily completes a job-related course or training at an approved educational institution. Courses must be related to the employee's principal duty assignment, and must be approved prior to the start of the course.
2. Employees who have received educational assistance are required to agree to remain in the employment of the Board of County Commissioners for the amount of time specified on the Education Reimbursement Form after the certification, degree, or training is completed. In the event that the employee leaves Board employment prior to this time, the employee may be required to reimburse the County for the total number of funds expended, including but not limited to tuition, meals, mileage, lodging, and/or certificate fees.
3. Employee should submit all requests for approval by using the Educational Assistance Form (Appendix 6).

POLICY 508 - EMPLOYEE AWARDS

It is the policy of the Highlands County Board of County Commissioners (Board), to recognize extended service to the organization, acknowledge employee accomplishments and contributions, and to improve County government through an awards program. In addition to the awards specified in this section, the County Administrator may approve other recognition awards for presentation by the Board.

508:1 YEARS OF SERVICE AWARDS

Presented to employees who have been continuously employed by Highlands County for designated periods of time. Awards are presented at least quarterly at regular meetings of the Board of County Commissioners for 5, 10, 15, 20, 25, 30, and 35 years of service. Awards consist of a certificate and pin. The first award is given upon the fifth anniversary.

508:2 EMPLOYEE OF THE QUARTER AWARDS

Employees may be recognized for their service above and beyond the call of duty to Highlands County and its citizens.

1. Regular employees of Highlands County up to and including supervisory employees.
2. Recognition will take place at Board meetings, generally at the first meeting of each quarter based on the nominee selected by the Employee Awareness Committee and screened by Human Resources and County Administration.
3. Eligible employees must meet the following minimum criteria:
    a. The nominated employee must not have received any documented disciplinary action during the previous 12 months.
    b. The employee must not have adverse disciplinary action pending.
    c. The employee's last Performance Evaluation must have a minimum overall rating of satisfactory or higher.
    d. The employee must not have been found negligent in a safety accident/incident during the previous 12 months or be involved in a pending safety accident/incident in which negligence appears to be a factor.
4. Ineligible employees include:
    a. Other Personnel Services (OPS), Temporary Staffing, Interns, and all other temporary employees.
    b. Employees who have not completed the initial probationary period. This does not include probationary periods due to promotion.
5. Employees may be nominated by peers, Supervisors, Department Directors, or the public. Nominations must clearly identify and describe a specific incident, action, completed project, or extended period in which the employee's involvement, while in the performance of his/her duties as a County employee, exceeded the job description in a manner warranting recognition, deserving honor or esteem. Nominations are to be submitted directly to Human Resources. The qualifying behaviors may include but are not limited to:
    a. Cost saving suggestions
    b. Process improvement changes that improve efficiency or effectiveness
    c. Safety enhancement in the workplace
    d. Customer service that exceeds expectations

e. Solving reoccurring problems
f. Morale improvement

6. Upon a submission of a nomination, Human Resources along with the employee's Director will verify the employee meets the minimum requirements and has represented the County in the following manner:
   a. Completed all regular and special duties as required, including adhering to the County's Rules and Regulations.
   b. Maintained a positive attitude and overall excellent spirit of cooperation toward County goals and objectives.
   c. Displayed courteous service when dealing with the public, fellow employees, and outside agencies.
7. After verification as specified above, the nominations will be presented by Human Resources to the Employee Awareness Committee (EAC). The EAC will discuss and recommend a list of names of employees as nominees for the Employee of the Quarter or will prepare a list of nominees for and will submit the names of those nominees to the general employee population for a vote. Human Resources will submit the recommendation to the County Administrator for final approval. In case of a tie, the County Administrator will cast the deciding vote.
8. Nominations will be active for four (4) quarters.
9. No employee shall be awarded Employee of the Quarter more than once per calendar year.
10. The Employee of the Quarter will be awarded the following:
    a. A certificate of appreciation signed by the Chairperson of the Board, generally presented at the first Board meeting of each quarter.
    b. Eight (8) hours of personal leave and a gift certificate.
    c. The recipient's name will be displayed on a plaque in the lobby of the Government Center.
    d. A news article may be submitted to the local newspapers, including a picture of the award recipient.
    e. A picture of each quarter's recipient may be placed on the County's website in the Employee Recognition section.

POLICY 509 - EMPLOYEE REFERRAL PROGRAM POLICY

It is the policy of the Highlands County Board of County Commissioners (Board) to encourage and recognize those employees who refer successful candidates to the Board for full time hard to fill positions.

509:1 ELIGIBILITY AND PARTICIPATION

1. The referring employee must be in a regular full-time position in a paid status or on an approved leave of absence from the Board to be eligible to participate.
2. The referring employee must not be on any form of written correction action six (6) months prior and up to the time of payment.
3. The referral cannot be submitted before the position is posted. The referred candidate must be hired within 180 days, (6) months, of the initial referral date.
4. All referrals must be submitted to Human Resources on a candidate referral form. The first employee to refer a candidate will be the only referring employee eligible for payment.
5. An eligible candidate is one who is interviewed and hired, not just presented for consideration.
6. The candidate must be a new employee, and not currently or previously employed with the County.
7. All referrals expire six (6) months from submission date. You may refer the same person again once the referral expires.
8. There is no limit to the number of times an employee can qualify for an award if they refer more than one person who is hired. However, only one employee will be awarded per candidate hire.
9. Positions eligible for this program must be determined to be "hard-to-fill" positions. The following factors should be considered when designating a position to be "hard-to-fill":
    - How critical the position is to the Board's operations and mission.
    - Lack of success of recent efforts to recruit candidates and retain employees in like positions.
    - Employment trends and labor-market factors that may affect the Board's ability to recruit candidates for similar positions.
    - Recent turnover in similar positions.
    - Special or unique competencies required for the position.

509:2 REFERRAL AMOUNT

1. Once the candidate is hired as a result of a referral and has completed a successful probationary period of six (6) months, Human Resources will process the referral on file with an amount as follows:
    - Personal leave equivalent to $500 or;
    - One (1) time payment of $500.

509:3 ADMINISTRATION OF REFERRAL BONUS PROGRAM

The referral program operates in accordance with the following program requirements:

- Administration may designate a position as "hard-to-fill": (1) before the position is posted;(2) after 30 days of unqualified applicants of an already posted position or; (3) after unsuccessful interviews of posted position.
- Both the referring employee and the referred candidate must be employed by the County when any referral is paid to receive the referral amount.
- The hiring process will be fair and consistent with County policy and procedures, with no bias for or against candidates whose selection might make another employee eligible for a referral amount.
- The Board reserves the right to amend or discontinue the Employee Referral Program without notice.
- Personal time off must be scheduled with supervisory approval and at a time mutually convenient to the employee and the department. • Unused personal hours may carry-over.
- Compensation for unused personal hours shall not be paid when an employee separates employment whether administratively, voluntarily, or involuntarily.

600 - LEAVE

POLICY 601 - SICK LEAVE

It is the policy of the Highlands County Board of County Commissioners (Board), to provide employees with appropriate time off due to illness under certain conditions. Eligible employees accrue paid sick leave and may take time off as necessary due to illness.

601:1 GENERAL PROVISIONS

1. Employees must give prior notice to their Supervisor or Department Director that they must be absent due to illness, injury, or exposure to a contagious disease or to care for dependents. This notice must be before the scheduled start time of the employee's work shift.
2. Employees may be required to furnish doctor's note for absences claimed due to sickness when the Supervisor or Department Director deem such request proper.
3. Employees who have been absent three (3) or more scheduled workdays within a 30-day period may be required to provide a doctor's note before returning to work, prior to the start of the next shift.
4. Employees who, upon request by their Supervisor or Department Director, fail to comply with the procedures in this section shall not be eligible to use accrued sick leave credits and may be subject to disciplinary action, up to and including termination.
5. Employees whose sick leave records indicate unwarranted use of sick leave may be required to submit medical certification for all absences claimed due to illness. Furthermore, if attendance is not improved within 30 calendar days of such notice and an acceptable record maintained thereafter, the employee may be subject to disciplinary action, up to and including termination. Human Resources shall conduct an analysis of employee sick leave per Supervisor request.
6. Increments. Sick leave should be granted in increments of not less than ¼ hour.
7. Special Computation for Ten (10) Hour Employees. Leave shall be approved in ten (10) hour increments for each scheduled workday in which sick leave has been approved; provide their individual leave account is sufficient to cover the period.
8. Special Computation for 24 Hour Employees. Leave shall be approved in 24-hour increments for each scheduled workday in which sick leave has been approved; provide their individual leave account is sufficient to cover the period.

601:2 SICK LEAVE ACCRUAL GENERAL

1. Sick leave benefits shall accrue during the initial period of employment probation; however, are not available for use. After three (3) months employees will be credited with the appropriate number of sick leave hours, which may be used at any time thereafter. Employees will continue to accrue sick leave at the standard rate thereafter.
2. Sick leave accrued during a pay period shall be credited to the employee on the last day of that pay period; or, in the case of separation, on the last day the employee is on payroll.
3. Employees shall not earn sick leave during breaks of service. An employee who has officially separated from Board employment will start with a balance of zero (0) sick leave hours if rehired.
4. Contract Employees (i.e. County Administrator, County Attorney) will accrue per the terms of their contract.

5. Part-time and OPS employees will not accrue sick leave.

601:3(a) SICK LEAVE ACCRUAL

Sick leave benefits will accrue for 40-hour personnel in regular positions under the Board as follows:

Table 1: Sick Leave Accrual in regular positions

Continuous Service	Accrued Sick Leave
Less than 5 years	52.00 hours
5 or more but less than 10 years	78.00 hours
10 or more years	104.00 hours

601:3(b) SICK LEAVE ACCRUAL

Fire Rescue personnel scheduled to work 24 hours on and 48 hours off work shift will accrue sick leave benefits in compliance with the following schedule:

Table 2: Sick Leave Accrual for personnel scheduled to work 24 hours on and 48 hours off

Continuous Service	Accrued Sick Leave
Less than 5 years	70.55 hours
5 or more but less than 10 years	105.91 hours
10 or more years	141.27 hours

601:4 AUTHORIZED USES OF SICK LEAVE

Sick leave shall be authorized only for the following:

1. Personal Illness. The employee's personal illness, injury, or exposure to a contagious disease that could endanger others. Personal illness shall also include disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom.
2. Medical Appointment. The employee's personal appointment with a doctor, dentist, or other recognized practitioner when it is not possible to arrange such appointments when off-duty.
3. Family Member Illness or Medical Appointment. Illness or injury of a member of the employee's immediate family, which may require the personal care and attention of the employee. Immediate family is defined as the spouse or the grandparents, parents, brothers, sisters, and children of either the employee or spouse. Additionally, eligible employees may use FMLA.
4. Workers' Compensation Supplementation. An employee is allowed to use one (1) hour per workday of paid sick leave to supplement the tax-free benefit. The net wages received should be nearly equivalent to the net wages received prior to the covered injury. Retroactive payment of sick credits is not authorized.

601:5 WHEN SICK LEAVE IS EXHAUSTED

1. Employees unable to work after all sick leave credits have been used may use accrued annual leave before being placed on leave without pay.
2. Family and Medical Leave Act of 1993. Persons employed by the Board for at least 12 months, and who have worked a minimum of 1,250 hours for the Board in the 12 months preceding a request for FMLA leave, are eligible to use leave as provided for

in the law. Procedures for requesting FMLA leave are contained in Policy 606, Family Medical Leave. FMLA leave, when authorized, shall be on a rolling 12 month period counting from the first day of leave granted under the request.

601:6 SICK LEAVE REIMBURSEMENT

1. In order to encourage employees to properly use sick leave and recognize those who have demonstrated a high degree of physical fitness and safety by accruing large amounts of unused sick leave credits, the following lump-sum reimbursements shall be authorized:
   a. Ten (10) years of continuous County service and accrual of 450 or more sick leave hours-lump-sum payment, upon separation, of 25% of the accrued sick leave hours based on current hourly wages.
   b. 15 years of continuous County service and accrual of 750 or more sick leave hours-lumpsum payment, upon separation of 35% of the accrued sick leave hours based on current hourly wages.
   c. 20 years of continuous County services and accrual of 1,000 or more sick leave hours lump-sum payment, upon separation, of 50% of the accrued sick leave hours based on current hourly wages.

As of October 1, 1996, the payment of Sick Leave Reimbursement Pay upon cessation of employment is limited to not more than 2,080 hours. All regular employees with sick leave balances in excess of this limit as of the date will retain their sick leave balances and may continue to earn additional sick leave hours; however, the maximum hours that may be reimbursed shall be limited to 2,080 hours. Creditable service as an elected official, even when continuous, will not be used to compute continuous service for this payment.

2. To be eligible for lump-sum payment of accrued Sick Leave Incentive benefits, employees must separate employment in good standing. The following requirements shall be met in order to separate employment in good standing.
   a. Notice of separation of at least two (2) weeks.
   b. No disciplinary action 30 calendar days prior to separation
3. Any employee that is involuntarily terminated will not be eligible for lump-sum payment of accrued Sick Leave.
4. Death. In case of death, payment for unused sick leave at the time of death shall be made to the employee's designated beneficiary in the amount payable to the employee upon separation pursuant to Policy 601:6 or as otherwise provided by law.

601:7 TRANSFER OF SICK LEAVE UPON SEPARATION

An employee leaving the Board to work for another FRS employer that allows limited transfer of sick leave may elect not to have up to 40 hours of sick leave bought back upon separation of employment with the Board.

It is the responsibility of the employee to inform Human Resources in writing of any intent to have sick leave transferred to another FRS employer prior to separation of employment with the Board. The employee is also responsible for obtaining and filling out any paperwork needed for such transfers.

Failure to notify Human Resources and/or failure to have completed the necessary paperwork in sufficient time prior to leaving employment with the Board may result in all sick leave being paid out at the appropriate rate and no accrued sick leave being transferred to the new FRS employer.

It is solely the responsibility of the employee to find out if another FRS employer allows for sick leave transfer and the amount that may be transferred. This practice varies widely among FRS employers and the Board will not make inquiries for employees regarding the transfer of leave to another FRS employer.

The Board will accept up to 40 hours of accrued sick leave transferred from another FRS employer. Sick leave transferred will be available after three (3) months of employment, per Policy 601:2, Sick Leave.

POLICY 602 - SICK LEAVE POOL

On a purely voluntary basis, eligible employees may join a Sick Leave Pool (SLP) with other employees. The SLP is established to provide additional paid sick leave protection to eligible employees. Participation in the SLP shall be on a voluntary basis and is available only to eligible employees.

602:1 REQUIREMENTS

To join the SLP, an employee must:

1. Have at least one (1) year of full-time employment with the County.
2. Have a minimum of 30 hours of unused sick leave remaining after contributing eight (8) hours to the pool.
3. Participating employees will make equal contributions to the SLP.

602:2 JOINING THE SICK LEAVE POOL

1. After the initial contribution of sick leave hours, further contributions will only be required as may be necessary to replenish the pool. Any such contributions will be equally required of all employees participating in the pool.
2. A participating employee using sick leave from the pool will not be required to re-contribute sick leave to the pool, except as otherwise provided herein.
3. A participating employee who chooses to no longer participate in the SLP will not be eligible to withdraw any sick leave already contributed to it.
4. Joining the pool is prohibited at any time other than the initial enrollment and periodic replenishment periods.
5. Pool replenishment will be accomplished annually as needed, during an open enrollment period in the fall. New members will be required to contribute at the same rate as original (charter) members or the current rate, whichever is higher.

602:3 CONDITIONS

1. A participating employee will not be eligible to use sick leave from the pool until all personal sick and annual leave has been depleted.
2. An employee must have been approved for FMLA before drawing time from the pool.
3. SLP time drawn from the pool must only be used for FMLA qualified events.
4. Leave withdrawal from the SLP will require, in all cases, a statement from a physician attesting to the disability, to the estimated period of disability, and a statement that the employee is unable to work.
5. A maximum of 240 hours may be withdrawn from the pool per member in a calendar year (January 1 through December 31).
6. Sick leave not yet earned may not be advanced for the purpose of contributing to the pool.
7. Alleged abuse of SLP time will be investigated. On a finding of wrongdoing, the employee will be required to repay all of the sick leave credit drawn from the pool and will be subject to such other disciplinary action as determined appropriate by Human Resources and the County Administrator.
8. An employee using SLP leave for the majority of the month will not earn sick leave.

602:4 SICK LEAVE POOL COMMITTEE

Operation of the pool will be monitored by a committee acting in an advisory capacity to the County Administrator.

1. The committee shall be composed of the Assistant County Administrator, Human Resources Representative, one (1) hourly employee, one (1) salary employee both members of the SLP, and a director of a department other than that to which the applying employee belongs. The committee shall be chaired by the Assistant County Administrator.
2. The committee shall not grant sick leave in excess of the balance in the pool.

POLICY 603 - ANNUAL LEAVE

It is the policy of the Highlands County Board of County Commissioners (Board), to afford the opportunity for all regular full-time employees to take annual vacations with pay in accordance with established guidelines. The purpose of annual leave is to provide employees time away from normal work activities without loss of pay or benefits. Approved vacations are beneficial to the operation of the Board and beneficial to its employees. Therefore, each eligible employee is encouraged to take annual vacation leave. Annual leave may also be used to supplement sick leave, or to perform personal activities, etc.

603:1 GENERAL PROVISIONS

1. Authority. Employees shall request use of annual leave electronically or in writing by using authorized forms. The Supervisor's approval is required prior to use. Leave use may not be authorized prior to the time it is earned.
2. Opportunity to Use. Each Department Director and Supervisor must provide opportunities to use accrued annual leave credits required for proper rest and relaxation. Individual employees are responsible for monitoring their own leave balance and for using them for the intended purpose. The maximum allowable carry-over of annual leave shall be 240 hours. All accrued annual leave hours in excess of 240 hours at the end of each calendar year will be deleted from accrued benefits without reimbursement. It is an employee's personal responsibility to request and schedule leave taking in order to avoid losing hours at the end of the calendar year.
3. Compulsory Use. A Department Director may require an employee to use all or part of the employee's accrued annual leave for vacation purposes at any time deemed advisable for the smooth functioning of the department, or to comply with above.
4. Special Computation for Ten (10) Hour Employees. Leave shall be approved in ten (10) hour increments for each scheduled workday in which annual leave has been approved; provide their individual leave account is sufficient to cover the period.
5. Special Computation for 24 Hour Employees. Leave shall be approved in 24-hour increments for each scheduled workday in which annual leave has been approved; provide their individual leave account is sufficient to cover the period.
6. Crediting Date. Annual leave earned during any pay period shall be credited to the employee on the last day of that pay period or, in the case of separation, on the last day the employee is in payroll.
7. Increments. Annual leave should be granted in increments of not less than ¼ hour.
8. Payment. Compensation for unused annual leave shall be paid when an employee separates employment, whether administratively, voluntarily, or involuntarily.
    a. Computation. Annual leave value at separation shall be computed by multiplying the employee's current hourly rate times the number of hours of accrued annual leave.
    b. Final Pay. Payment shall be included in the employee's final paycheck, provided:
        i. All Board property and materials in the employee's possession are properly returned or accounted for.
        ii. Sufficient notification is given prior to separation.
        iii. All insurance premiums, educational, and training obligations have been fulfilled.

c. Death. In case of death, payment for unused annual leave at the time of death shall be made to the employee's designated beneficiary or as otherwise provided by law.

9. DROP**.** Payment for unused annual leave may also be made to employees entering the Deferred Retirement Option Program (DROP) per Chapter 121.091(13), Florida Statutes not to exceed the amount of the employee's annual leave on account or 240 hours, whichever is less.
10. Part-time and OPS employees will not accrue annual leave.
11. Annual leave benefits shall accrue during the initial period of employment probation; however, are not available for use. New employees satisfactorily completing initial probation and attaining regular status shall be credited with the accrued leave on the last day of the pay period in which probation is completed. Probation is initially set at six (6) months but may be shortened or lengthened at the discretion of the Department Director; County Administrator approval is required. If the employee is released from probation prior to six (6) months, the annual leave will be credited at a pro-rated amount based on the amount of time the employee has been employed. If after the initial six (6) months of employment, the employee is on probationary status, the County Administrator may authorize the release of the appropriate leave balance.
12. Promotions, training, reinstatements, reclassifications, lateral transfers, and disciplinary periods of probation are not considered initial probation provided the minimum probationary service has previously been satisfactorily completed.
13. Employees shall not earn annual leave during breaks of service. An employee who has officially separated from Board employment will start from a balance of zero (0) annual leave hours if rehired. Service in the elected official category shall not be used in computing continued service.

603:2(a) EARNING ANNUAL LEAVE

Full-time regular 40-hour employees filling authorized Board positions shall earn annual leave hours as follows:

Table 3: Annual Leave Accrual for regular positions

Continuous Service	Accrued Annual Leave
Less than 10 years	104.00 hours
10 or more years	130.00 hours

603:2(b) EARNING ANNUAL LEAVE

Fire Rescue personnel scheduled to work 24 hours on and 48 hours off will accrue annual leave benefits in compliance with the following schedule:

Table 4: Annual Leave Accrual for personnel scheduled to work 24 hours on and 48 hours off

Continuous Service	Accrued Annual Leave
Less than 10 years	141.27 hours
10 or more years	166.77 hours

603:3 ANNUAL LEAVE PAYOUT

1. Annual Leave payouts may be paid to employees requesting payment for unused annual leave between November 1st and December 15th of each calendar year.
2. Employees may request payout for a maximum of 80 hours annual leave. Payment for unused annual leave will not exceed the amount of the employee's annual leave on account.
3. The payout may be split into multiple pay periods.
4. It is the responsibility of the employee to fill out the Annual Leave Payout Form (Appendix 4) and ensure that it is submitted to Human Resources in a timely manner. Failure to do so, may result in a delay in the payout.
5. In the event of a Disaster or Declared Emergency (Federal, State or Local) the County Administrator may authorize a Special Payout of Annual Leave with dates to be determined at the time of the sale and subject to sections 2, 3, and 4 of this policy.

POLICY 604 - HOLIDAYS

It is the policy of the Highlands County Board of County Commissioners (Board), to designate and observe certain days each year as holidays. The holiday schedule is adopted annually by the Board.

604:1 GENERAL PROVISIONS

1. The Board reserves the right to schedule work on an observed holiday.
2. When an approved holiday falls on a Saturday, the preceding Friday shall be observed as the official holiday. When an approved holiday falls on a Sunday, the following Monday shall be observed as the official holiday.
    a. Fire Rescue employees working 24-hour shifts will observe holidays on the regularly scheduled calendar day without regard to Saturday or Sunday.
3. If a listed holiday is observed on a day which is a regularly scheduled day off for an employee, the employee will not be compensated, nor may the employee take another day in lieu of the scheduled holiday. Refer to Policy 604:5 – Floating Holiday
4. Holiday pay for less than full-time employees shall be awarded at the rate of one (1) hour of holiday pay for each ten (10) hours worked during the pay period in which the holiday falls. For example, if a part-time employee is scheduled to work 20 hours during the pay period of the holiday, they would receive two (2) hours holiday pay, 30 hours scheduled, three (3) hours, 40 hours scheduled, four (4) hours, etc. to a maximum of 60 hours scheduled, six (6) hours holiday pay would be paid. Employees who work 70 hours or more would receive the full holiday benefit.
5. If an employee takes sick leave (including annual leave substituted for sick leave) on the day prior to or the day after an observed holiday, they may be required to provide written proof of illness in the form of a physician's statement of treatment. Failure to provide such proof of illness when requested shall result in the employee not being paid for such sick leave and/or loss of holiday pay for the observed holiday, and may result in disciplinary action, up to and including termination.
6. Employees on unpaid leaves of absence shall not be entitled to holiday pay for any holiday that falls during any period of unpaid leave.
7. The Board recognizes that some employees may wish to observe, as periods of worship or commemoration, certain days which are not included in the Board's list of observed holidays. Employees requesting to take a day off for such reasons may be permitted to do so if the employee's absence from work will not result in an undue hardship on the ability of the department to conduct business, providing prior approval has been obtained from the employee's Supervisor. Employees may use accumulated paid annual leave on such occasions, or they may take such time off as an unpaid, excused absence.
8. Mandatory Holiday Duty. Exempt employees that are required to work on a scheduled holiday for the convenience and necessity of the Board may be granted administrative leave at straight time for the period worked if the total hours for the work week exceeds the standard work week hours. Prior approval by the County Administrator is required.
    a. Fire Rescue employees that are required to work on a scheduled holiday will be paid holiday pay.
9. Other Agency Holidays. Board personnel with shared employment with the University of Florida Extension Service, Courthouse, and other employees in similar situations,

may observe holidays of that organization, or of the Board. The total number of holidays for Board employees with shared employment may exceed the total number of days provided to Board employees annually.

604:2 FLOATING HOLIDAY

1. Two (2) floating holidays per calendar year are provided for those employees working in a division whose mandatory work schedule prohibits them from participating in the regularly observed holidays. This policy applies to:
   a. Library staff whose offices normal operating hours are Tuesday thru Saturday and therefore are unable to benefit from holidays observed on Mondays.
   b. Solid Waste staff whose normal operating hours are set based on the operating schedule of the Solid Waste hauler and who therefore are unable to benefit from holidays observed by the Board.
   c. This policy does not apply to employees within the Library system or Solid Waste who work a Monday through Friday work schedule.
2. Where an employee's work schedule is established to accommodate the needs of the Board, the County Administrator may grant an employee up to two (2) floating holidays on a case-by-case basis. Approval will be documented in the employees personal file.
3. Floating holidays will be applied to an applicable employee's available leave balances on the first business day in January of each year. To be eligible for receipt of a Floating Holiday, employees in positions approved for Floating Holidays must be employed in the position at the time of application of that Floating Holiday to that Employee's leave balance.
4. Floating Holidays must be scheduled in advance and approved in accordance with the County's leave policy.
5. Floating Holidays must be used during the calendar year which they are granted.
6. Floating Holidays are not compensable upon separation of employment.

POLICY 605 - LEAVE OF ABSENCE

It is the policy of the Highlands County Board of County Commissioners (Board), to grant employees leave(s) of absence under certain circumstances.

605:1 GENERAL PROVISIONS

1. Medical certification may be required for a serious health condition, as described in the Family & Medical Leave Act (FMLA), although employee may not qualify for protection under FMLA. Refer to Policy 606, Family Medical Leave.
2. The Board requires that all accumulated annual, sick, and compensatory leave first be exhausted and counted towards the maximum amount of approved leave. The remainder of the leave period, if any, is unpaid.
3. Should an employee exhaust all FMLA and/or approved Workers Compensation leave, the Director may grant a one-time, 30 calendar day Leave of Absence. Should the employee need additional leave, the County Administrator may grant additional time in 30 calendar day increments on a case by case basis.
4. Employees who are on an approved leave of absence are expected to report any change of status in the need for a leave, as soon as such a change takes place, to the immediate Supervisor, Department Director or Human Resources.
5. Employees intending to return to work from an approved leave of absence shall notify the immediate Supervisor and Human Resources in advance of returning to work. Employees are encouraged to provide as much advance notice as possible. Failure to notify the Supervisor may result in a delay in the return to work. Proper medical documentation may be required before employee is able to return to work.
6. An employee who fails to return to work at the conclusion of an approved leave will be considered to have voluntarily abandoned their position. In such instances involving leave of absence without pay, the Board will recover from the employee the Board's share of any insurance premiums paid by the Board on behalf of the employee and their dependents.
7. Benefits that accrue according to length of service, such as paid vacation, sick leave, and retirement credit, do not accrue during periods of unpaid leave of absence. Likewise, holidays will not be granted during periods of unpaid leave.
8. An employee returning to work from a leave of absence, including military leave, must comply with reinstatement requirements specified by federal and state law. If the same job or one of equivalent status is not available as a result of a reduction in force, the employee will be treated in the same manner as though they were not on leave at the time of the reduction in force.

605:2 BENEFITS COVERAGE DURING LEAVE

1. If the leave of absence is unpaid, the employee will be required to pay the cost of health, dental, and life insurance premiums and any employee elected coverages (i.e. Aflac, TA, Vision, etc.) during the leave of absence. The employee will be billed monthly for their portion of the coverage. Failure of the employee to pay their portion of the premiums may result in loss of coverage.
2. If the leave of absence is paid, the Board will continue to pay the normal cost of insurance premiums for the employee and the employee's dependents as if the employee were otherwise working during the leave of absence. The employee will likewise continue to pay their portion of any premiums during this period. Failure of the employee to pay their portion of the premiums may result in loss of coverage.

POLICY 606 - FAMILY MEDICAL LEAVE

It is the policy of the Highlands County Board of County Commissioners (Board), to grant its employees up to 12 weeks leave of absence using a rolling 12-month period, to be used in accordance with the provisions of the Family & Medical Leave Act (FMLA).

606:1 GENERAL PROVISIONS

1. Employees who have been employed for at least one (1) year, 52 weeks, which need not be consecutive, and have worked at least 1,250 hours during the preceding 12-month period are eligible for leave under the FMLA.
2. For employees who are not eligible for FMLA leave, the Board will review business considerations and the individual circumstances involved. Any leave granted under these special conditions and circumstances is non-FMLA leave, and does not afford the protections granted to eligible employees by the Family & Medical Leave Act.
3. The Family & Medical Leave Act requires that a total of 12 weeks of unpaid leave be made available during a rolling 12-month period. The Board requires that all applicable annual, sick, and compensatory leave first be exhausted and counted towards the maximum amount of leave required under the law. The remainder of the leave period, if any, is unpaid.
4. Exempt Employees. During a period in which intermittent or reduced schedule FMLA leave is to be taken, the employee will be compensated on an hourly basis and paid only for the hours worked. The employee may elect to use annual or sick leave to offset the un-worked hours. Refer to 29 CFR 825.206 for additional details.

606:2 REASONS FOR LEAVE AND CONDITIONS/RESTRICTIONS

1. All employees who meet the applicable time-of-service requirements may be granted a combined total of 12 weeks of leave, whether paid or unpaid, during the designated rolling 12-month period for the following reasons:
   a. The birth of the employee's child, and in order to care for the child.
   b. The placement of a child with the employee for adoption or foster care.
   c. To care for the employee's spouse, child, or parent who has a serious health condition. The care of grandparents or in-laws is not covered under FMLA.
   d. A serious health condition that renders the employee incapable of performing the functions of his/her job.
   e. To care for the employee's spouse, parent, child, or next-of-kin who is a covered service member with a serious injury or illness sustained while on active duty. Refer to Policy 607, Military Family Medical Leave.
   f. For a qualifying exigency when an employee's spouse, child, or parent is called to active duty. Refer to Policy 607, Military Family Medical Leave.

Note: Employees who have no biological or legal relationship with a child may nonetheless stand in loco parentis to the child and be entitled to FMLA leave. Human Resources, in consultation with the legal counsel, shall make determinations regarding in loco parentis conditions and qualifications on a case-by-case basis. Reasonable documentation may be required.

2. Leave to be used for the birth or placement of a child for adoption or foster care must be taken within 12 months from the date of the birth or placement. If the Board employs both parents, they will be permitted to take a combined total of 12 weeks of leave for the birth or placement of the child.

3. Family or medical leave may be taken as intermittent leave or leave on a reduced-schedule only if there is a medical need for such leave (as distinguished from voluntary treatments and procedures), and that such medical need can be best accommodated through an intermittent or reduced leave schedule.
    a. An employee needing intermittent FMLA leave or leave on a reduced leave schedule must make a reasonable effort to schedule the leave so as not to disrupt department operations.
    b. In addition, provisions of the Family & Medical Leave Act allow the employer to assign an employee to an alternate position with equivalent pay and benefits that better accommodates the employee's planned intermittent or reduced leave schedule. The employee will be returned to their original or similar position following this application of leave.
    c. When leave is taken after the birth or placement of a child for adoption or foster care, an employee may take leave intermittently or on a reduced leave schedule only if the employer agrees. The employer's agreement is not required, however, for leave during which the mother has a serious health condition or if the newborn child has a serious health condition.

606:3 TRACKING AND AVAILABILITY OF LEAVE

1. Effective September 1, 2009, the Board uses a 12-month rolling leave period measured forward from the date the employee first takes FMLA leave. The first day FMLA is taken is the day that the rolling leave period begins. After completion of 12 months from that date, the next 12 month rolling period begins the next time the FMLA leave is used.
2. For ease of tracking intermittent leave, the 12-week entitlement may be equivalently defined in hours. If an employee's schedule varies from week to week, a weekly average of the hours worked over the 12 weeks prior to the beginning of the leave period would be used for calculating the employee's normal workweek.
3. If an employee is not eligible to take FMLA leave, Human Resources will notify the employee why he or she is not eligible.
4. FMLA leave will be tracked and notated on the employee's timesheet by the department. It shall be the responsibility of the department to inform an employee of the amount of FMLA leave available at the time leave is requested. Human Resources shall inform the employee when the end of the 12-week entitlement is nearing.
5. An error by Human Resources as to the amount of time due to an employee under FMLA will not reduce or increase the amount of time the employee is legally owed.
6. To the extent allowed by law, in the event an absence is for any reason covered by the FMLA, the Board reserves the right to count it as FMLA leave, whether the employee has applied for it or not. When this occurs, the employee will be promptly notified as required by law.

606:4 REQUESTS FOR LEAVE

1. An employee requesting leave when the need for the leave is foreseeable should complete the appropriate FMLA certification paperwork and return it to Human Resources for further processing. If approved, the employee shall follow standard policy for requesting leave.

2. All fields should be completed on the FMLA certification paperwork including whether the request for leave is a new or existing one, the type of leave being requested, the estimated duration of the leave, and the starting and approximate ending dates of the leave (if known).
3. Confidentiality. Medical information is confidential and is only retained by Human Resources and/or Risk Management in confidential files. If the information is not specific to a diagnosis or is simply stating the reasons listed above, that information is not considered confidential medical information. Human Resources, Risk Management, and the HIPAA Privacy Officer are available to advise what information constitutes confidential medical information.

606:5 NOTICE OF LEAVE

1. An employee intending to take family or medical leave due to an expected birth or placement of a child, or because of a planned medical treatment, must submit a leave request form at least 30 calendar days before the leave is to begin. Failure to provide this notice may postpone the leave.
2. If leave is to begin within 30 calendar days, an employee must give notice to their immediate Supervisor and Human Resources as soon as the necessity for leave arises.
3. If the leave is not foreseeable, the employee may provide notice to their immediate Supervisor or Department Director by phone, fax, or email. Medical details need not be given. The employee should provide enough information for Human Resources to understand that a serious health condition will create incapacity from the employee's job. If leave is to care for a family member, information must be provided that the condition will render the family member unable to perform daily activities. The employee should include at least an estimate of how long they will be absent. Failure by the employee to provide sufficient information to determine whether FMLA is applicable may result in delay or denial of protected leave.
4. If the current absence relates to an already approved FMLA condition, the employee must advise the immediate Supervisor or Department Director at the time the leave is requested. Calling in sick without providing more information is not considered sufficient notice for that leave to be protected.
5. Normal department call-in procedures for unscheduled absences should be observed unless an emergency situation is indicated.
6. If a Supervisor learns of an event which can be reasonably foreseen to qualify as FMLA leave, the employee should be provided a Notice of Eligibility and Rights and Responsibilities and certification paperwork within five (5) business days of learning of the employee's potential need for the leave or the employee's request for leave. Following receipt of the completed and approved certification paperwork, a Designation Notice will be prepared by the department and sent to the employee. The Designation Notice informs the employee that the Board has designated the leave as FMLA leave.
7. In general, FMLA leave is not counted retroactively. However, if the Board learns that leave is for an FMLA-qualifying purpose after leave has begun, the entire portion or some portion of the paid leave period may be retroactively counted as FMLA leave, to the extent that the leave period qualified as FMLA leave. Such determinations will be made in consultation with Human Resources.

8. An employee may be absent from work due to an on-the-job illness or injury that also qualifies as a serious health condition under FMLA and still receive workers' compensation. In such cases, workers' compensation leave and FMLA leave will run concurrently. Human Resources, when necessary, shall make such determinations as to whether workers' compensation leave should be counted as FMLA leave
    a. If the workers' compensation leave is longer than the 12-week entitlement under FMLA, such leave will revert to the rules provided by workers' compensation laws and regulations.

606:6 MEDICAL CERTIFICATION OF LEAVE

1. A request for leave based on the serious health condition of the employee or employee's spouse, child, or parent will require a Medical Certification completed by the applicable health care provider. This certification must be submitted to Human Resources. Failure to complete and submit necessary FMLA paperwork will result in the denial of FMLA leave until such time as proper paperwork has been completed, received, and reviewed. The Board may also request re-certifications periodically during the course of any FMLA leave, according to guidelines in the regulations. Certification information will be kept confidential and filed in the employee medical file, to be kept in Human Resources.
    a. The Board may request the employee to provide a recertification no more often than every 30 calendar days and only in connection with an absence by the employee. The Board is not responsible for any expense associated with a recertification.
2. The certification forms provided by Human Resources should be completed by the employee's/ family member's healthcare provider and must be returned to Human Resources within 15 calendar days from the date that the request is made on the Notice of Eligibility and Rights and Responsibilities, unless the employee notifies Human Resources of extenuating circumstances. Failure to use the Board's designated certification form may result in delay in approving protected leave, even if other information is submitted. If incomplete or insufficient information is received by Human Resources, the employee will be asked to obtain the missing information from the healthcare provider. Failure to provide certification as requested will result in denial of protected leave.
3. Medical certification is needed for a female employee (mother) in the case of FMLA leave being taken for the birth of a child. For adoption, foster placement, or for leave being taken by the male employee (father), proof of birth, adoption, foster placement should be provided as certification.
4. The Board may request, at its own expense, second, or third medical opinions regarding FMLA determination. The department will pay the cost of such opinions.

606:7 BENEFITS COVERAGE DURING LEAVE

1. During a period of FMLA leave, an employee will be retained by the Board health plan under the same conditions that applied before the leave commenced.
2. To continue health coverage, the employee must continue to make any contributions that they made to the plan prior to taking leave. Failure of the employee to pay their portion of the health insurance premium may result in the loss of coverage.

3. If the employee fails to return to work after the expiration of the leave, the employee may be required to reimburse the Board for payment of health insurance premiums during any unpaid leave
4. An employee is not entitled to the accrual of employment benefits that would have accrued if not for the taking of leave. However, an employee who takes FMLA leave will not lose any employment benefits that accrued before the date the leave began.

606:8 RESTORATION OF EMPLOYMENT

1. An employee eligible for FMLA leave, will be restored to their old position or to a position with equivalent pay, benefits, and other terms and conditions of employment. The Board cannot guarantee that an employee will be returned to their original position. The County Administrator will make a determination as to whether a position is an equivalent position. Employees who wish to challenge this determination should contact Human Resources.
2. Pursuant to the FMLA, an employee may be denied restoration rights if:
   a. The individual cannot perform the essential functions of the job, with or without accommodation.
   b. The individual would pose a significant risk to the safety of other employees.
   c. The employee's job was eliminated or they were laid off because of business conditions.

606:9 CONTACT AND COMMUNICATION GUIDELINES

1. During FMLA leave, employees must periodically report on their medical status and intent to return to work. An employee must contact the immediate Supervisor or Human Resources no less often than once every 30 calendar days, and at any time that the need for FMLA has changed.
2. The Director, Human Resources, or the Risk Coordinator are allowed to initiate communication with employees who are on an FMLA leave as needed.

606:10 RETURN FROM LEAVE

1. An employee must notify the immediate Supervisor and Human Resources of their intent to return from FMLA leave before they can be returned to active status.
2. If an employee wishes to return to work prior to the scheduled expiration of an FMLA leave of absence, notification and medical certification releasing the employee to return to work must be given to Human Resources prior to the employee's planned return.
3. Medical Clearance. Except during the course of approved intermittent leave, all employees of the Board whose FMLA leave was taken due to the employee's own serious health condition must obtain from the employee’s health care provider a medical certification releasing the employee to return to work. This certification must be obtained and provided to Human Resources before the employee will be allowed to return to work. The Board will consider any employee request for reasonable accommodations to an ongoing condition as required by law.
4. The Board reserves the right to request medical clearance from intermittent medical absences if reasonable safety concerns exist due to the approved FMLA condition. This request will be made only in consultation with Human Resources.

5. If at any point an employee gives notice that they will not be returning from FMLA leave, the Supervisor should request a written resignation; however, the receipt of written resignation is not required for the employee to be considered terminated.

606:11 FAILURE TO RETURN FROM LEAVE

The failure of an employee to return to work upon the expiration of a qualifying FMLA leave will subject the employee to immediate termination unless a leave of absence is granted. Refer to Policy 605, Leave of Absence.

606:12 RELATIONSHIP TO THE AMERICANS WITH DISABILITIES ACT

1. The Family & Medical Leave Act provides certain job protections and entitlements as they relate to the "serious health condition" of the employee and/or the employee's immediate family. The Americans with Disabilities Act requires employers to make "reasonable accommodations" for individuals with qualifying disabling conditions. While the FMLA and the ADA seem to cover separate situations, and operate exclusively from each other, Supervisors must be aware that in practice there may be circumstances that present themselves in a way that may create difficulty in separating the two Acts.
2. The American with Disabilities Act requires that each case be handled on a case-by-case basis. If an employee requests a modified work schedule following a leave, as a result of an FMLA leave condition, or at any other time, the request must be evaluated to determine if it is a "reasonable accommodation" request falling under the ADA, or simply an FMLA leave request.

POLICY 607 - MILITARY FAMILY MEDICAL LEAVE

It is the policy of the Highlands County Board of County Commissioners (Board), that employees who are otherwise eligible to take leave under the Family & Medical Leave Act (FMLA) may qualify for military family leave.

607:1 GENERAL PROVISIONS

1. To be eligible, an employee must meet the same requirements as for regular FMLA.
2. Employees using Military FMLA are also subject to all other provisions and requirements of FMLA including notice of the need for leave, certification, communications with employer, use of accruals during the leave, and scheduling of intermittent time. (Refer to Policy 606, Family Medical Leave) The employee must contact Human Resources to discuss details of certifications and other authentications required to protect leave taken under Military FMLA.
3. Two types of Military FMLA are available, Military Caregiver Leave and Military Exigency Leave

607:2 MILITARY CAREGIVER LEAVE

1. An employee who is the spouse, son, daughter, parent, or next-of-kin of a covered service member who is recovering from a serious illness or injury sustained in the line of duty on active duty may be granted up to 26 weeks in a single 12-month period in order to care for the service member.
   a. Serious illness or injury. One that renders the service member medically unfit to perform the duties of the member's military position.
   b. Covered service member. One who is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list due to the injury or illness.
   c. Next of kin. Nearest blood relative.
2. Military Caregiver Leave may be taken intermittently, on a reduced schedule, or continuously, but only during a single 12-month period. The single 12-month period is measured forward from the date an employee first takes leave to care for the service member and ends 12 months later. Caregiver Leave is granted for a single injury/illness. An aggravation or complication of an earlier injury/illness is still considered to be the same. Any unused amount is forfeited.
3. During the single 12-month period, Caregiver Leave is combined with regular FMLA leave and the total cannot exceed 26 weeks. Only 12 of the 26 weeks total may be for an FMLA-qualifying reason other than to care for a covered service member.
4. If leave qualifies as both military caregiver leave and FMLA medical leave to care for a family member with a serious health condition, it must be counted as Caregiver Leave.

607:3 MILITARY EXIGENCY LEAVE

An employee who has a spouse, son, daughter, or parent in the National Guard or Reserves may be granted up to 12 weeks of leave during the rolling 12-month period established by the employer for FMLA leave for qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on federal active duty or is called (or has been notified of an impending call) to federal active duty in support of a contingency operation. Family members of members of the regular Armed Forces and members of the

National Guard called to active duty by the governor in response to a state emergency are not eligible for this type of leave.

Qualifying Exigency Leave may be taken continuously, intermittently, or on a reduced schedule. The employee may not be transferred to an alternative job while on leave.

Qualifying Exigency Leave is part of regular FMLA leave. The maximum amount of leave is 12 weeks within the rolling 12-month period, including all other types of regular FMLA leave except Military Caregiver Leave.

Any one or more of the following non-medical, non-routine activities, and no others are included in the definition of "Qualifying Exigency":

1. Short-term deployment activities. If a military member receives seven (7) or less calendar days' notice prior to the date of employment, an employee may take FMLA leave to address any issues arising from the short notice. An employee may take FMLA leave for up to seven (7) calendar days beginning on the date the military order is received, even if the seven (7) day period ends after the military member has been deployed.
2. Military events and related activities. To attend official events sponsored by the military that are related to the active duty call or status, and to attend family support or assistance programs and informational briefings sponsored by the military, military service organizations, or American Red Cross that are related to the active duty call or status of the military member.
3. Childcare and school activities. Certain childcare and related activities arising from the call to active duty or active duty status, such as arranging for alternative childcare, providing childcare on a nonroutine, urgent, immediate need basis, enrolling or transferring a child to a new school or daycare facility, and attending certain meetings at a school or daycare facility.
4. Financial and legal arrangements. To make or update arrangements to address the military member's absence, such as obtaining power of attorney, transferring bank account authority, enrolling in the Defense Enrollment Eligibility Reporting System (DEERS), obtaining military identification cards, or preparing or updating a will or living trust; and/or to act as the military member's representative before a federal, state, or local agency for certain purposes relating to military service benefits while the military member is on active duty or call to active duty, and up to a period of 90 calendar days following the termination of the military member's active duty status.
5. Counseling activities. To attend counseling, provided the need for counseling arises from the military member's active duty call or status, and that such counseling is provided by someone other than a health care provider, such as a chaplain or pastor. The counseling must be for the employee, the military member, and/or the military member's child.
6. Rest and recuperation activities. Leave may be taken to spend time with the military member that has been granted short-term, temporary, rest and recuperation leave during the deployment period. This leave is limited to a maximum of five (5) calendar days for each instance of rest and recuperation.
7. Post-deployment activities. To attend certain post-deployment activities sponsored by the military for a period of approximately 90 calendar days following termination or the military member's active duty status, or to address issues that arise from the death of a military member on active duty status.

8. Additional activities. Leave for other exigencies may be granted, provided it arises out of the military member's call to active duty or status and the employee and employer mutually agree on both the timing and the duration of the leave.

POLICY 608 - DOMESTIC VIOLENCE LEAVE

It is the policy of the Highlands County Board of County Commissioners (Board), to permit all qualifying employees to request and take up to three (3) paid or unpaid working days of leave in any 12- month period to undertake activities resulting from an act of domestic violence if the employee, or a family or household member of the employee, is the victim of domestic violence. For further detail, see 741.313, Florida Statutes.

Highlands County, in accordance with Florida Statutes, will keep confidential and exempt from public disclosure all such requests, substantiating documentation, and leave.

608:1 QUALIFYING FOR DOMESTIC VIOLENCE LEAVE

To qualify for leave under this policy, an employee must:

1. Be employed by the Board for three (3) or more months.
2. Provide to their immediate Supervisor as much advance notice as possible of the need to take leave, except in cases of imminent danger to the health or safety of the employee or the family or household member.
3. Provide to Human Resources sufficient documentation of the act of domestic violence, specific documentation to be determined on a case-by-case basis.
4. Exhaust first all annual, sick, or compensatory leave. If employee does not have any available leave, they may use leave without pay.
5. Leave may be used for one or more of the following reasons:
    a. Seeking an injunction for protection against domestic violence or an injunction for protection in cases of repeat violence, dating violence, or sexual violence.
    b. Obtaining medical care or mental health counseling, or both, for the employee or a family or household member to address physical or psychological injuries resulting from the act of domestic violence.
    c. Obtaining services from a victim services organization, including, but not limited to, a domestic violence shelter, program, or a rape crisis center as a result of the act of domestic violence.
    d. Making the employee's or victim’s home secure from the perpetrator of the domestic violence or to seek new housing to escape the perpetrator.
    e. Seeking legal assistance in addressing issues arising from the act of domestic violence or to attend and prepare for court related proceedings arising from the act of domestic violence.

POLICY 609 - ADMINISTRATIVE LEAVES

It is the policy of the Highlands County Board of County Commissioners (Board), to provide time off to employees to attend funerals or memorial services and for civic duty (jury duty, witness duty, and military duty). Abuse or falsification of bereavement or civic duty leaves shall be subject to disciplinary action, up to and including termination.

The County Administrator may grant administrative leave with or without pay when it is determined that it is in the best interest of the Board not to have the employee in the work area.

609:1 BEREAVEMENT

1. An employee shall be granted up to 32 hours of administrative leave with pay for the death of any member of the employee's immediate family. Immediate family is defined as the spouse or the grandparents, parents, brothers, sisters, children, and grandchildren of either the employee or the spouse. An employee may also be granted this leave for the death of a person with loco parentis standing with the employee; i.e., a person who has been the position or place of a parent to the employee. Employees may use annual, sick, compensatory, or leave without pay if they wish to take any additional time off.
2. An employee may be requested to provide a statement in writing to their immediate Supervisor giving the name of the deceased and their relationship to the employee. This information shall be retained in the employee's personnel file.

609:2 COURT APPEARANCES

1. Jury Duty. An employee summoned as a member of a jury panel shall be granted administrative leave with pay for up to 8 regular hours worked per day. A copy of the jury summons will be provided to Human Resources and will be retained in the employee's personnel file. Payment received by the employee for jury duty, except for meals, travel, and lodging expenses, shall be endorsed to the Board. The Board shall not reimburse the employee for meals, lodging, and travel expenses incurred while serving as a juror.
2. Witness Duty. An employee subpoenaed as a witness, not involving personal litigation, shall be granted administrative leave with for up to 8 regular hours worked per day. A copy of the subpoena will be provided to Human Resources and will be retained in the employee's personnel file. Payment received by the employee for witness duty, except for meals, travel, and lodging expenses, shall be endorsed to the Board. The Board shall not reimburse the employee for meals, lodging, and travel expenses incurred while serving as a witness.
3. Line of Duty Court Appearance. An employee subpoenaed in the line of duty to represent the Board as a witness or defendant shall be granted administrative leave. Appearances in such cases shall be considered part of the employee's job assignment. The employee shall be paid per diem and travel expenses, and shall be required to turn over to the Board any fees received from the agency making such payments.
4. Personal Litigation. In no case shall administrative leave with pay be granted for court attendance when an employee is engaged in personal litigation. The employee may use annual leave, compensatory leave, or leave without pay in such cases, per Policy 603, Annual Leave.

609:3 VOTING

An employee who lives such distance from assigned work location as to preclude voting outside of working hours may be authorized a maximum of one (1) hour of administrative leave with pay for this purpose. An employee shall not be granted administrative leave with pay to work at the polls during elections. The employee must request and receive approval from the Director prior to using.

609:4 EXAMINATIONS

An employee may be granted a maximum of eight (8) hours of administrative leave with pay to take examinations before a state or federal agency, provided such examinations are pertinent to the Board employment and not pursuant to tuition assistance provided courses.

609:5 MILITARY DUTY LEAVE

1. An employee who is a member of the Armed Forces of the United States shall, upon presentation of a copy of the employee's official orders to the employee's Supervisor, be granted leave with full pay and without loss of benefits (including retirement) during periods in which the employee is ordered to active service or military training. This time will be considered continuous service.
    a. Requests for military leave under this subsection shall be submitted in writing with proper documentation at least one (1) month prior to the commencement date of the orders.
2. Chapter 115, Florida Statutes, recognizes two (2) types of duties within the military for a leave of absence: active service and military training.
    a. Active service. Active duty in the Florida defense force or civil service in training or on active duty with any branch of the Armed Forces or Reservists of the Armed Forces, the Florida National Guard, the Coast Guard of the United States, and service of all officers of the United States Public Health Service detailed by proper authority for duty with the Armed Forces.
    b. Military training. Armed forces reserve or guard training for inactive service members.
3. Any Board employee who is also a member of the National Guard or a Reserve component of the Armed Forces of the United States may be granted leave of absence from their respective duties to enter active duty status, the first 30-calendar days of any such leave will be with full pay. During such leave of absence, the employee shall be entitled to preserve all benefits and retirement privileges, and such time will be treated as continuous service.
4. After the 30-calendar day period described above, the Board may supplement the military pay to bring the employee's pay to the level earned at the time they were ordered to active service. The supplement will be based on the calculated difference of the military base pay and the employee's gross pay with the Board while on active service. It is the responsibility of the employee to provide a copy of their military earning statement to Human Resources so they can determine if a supplement is due.

POLICY 610 - WORKERS' COMPENSATION LEAVE

It is the policy of the Highlands County Board of County Commissioners (Board), to ensure the availability of all reasonable and necessary authorized medical care and payment of all related medical costs to employees who are injured or develop an occupational disease as a result of the conditions of their job. Additionally, employees may be entitled to receive partial compensation for lost wages due to a qualified job-related injury or illness. For additional information, refer to Chapter 440, Florida Statutes.

610:1 GENERAL PROVISIONS

1. Employees who sustain an on-the-job work-related injury or illness shall immediately inform their supervisor. Failure to notify the supervisor immediately may impact benefits under the Workers' Compensation Law, and shall constitute the employee's refusal to submit to drug testing per Section 440.09(7)(c), Florida Statutes. After the employee is absent three (3) consecutive workdays, Human Resources will send the employee Family Medical Leave Act (FMLA) paperwork.
2. The Supervisor is responsible for reporting all Workers' Compensation injuries to Risk Management within 24-hours of the injury. Failure to do so may lead to disciplinary action, up to and including termination.
3. In non-emergency situations, prior to medical attention being sought for any work-related injury or illness, employees shall consult with Risk Management for treatment or referral to an authorized health care provider. Failure to follow this procedure may jeopardize the employee's benefits under the Workers' Compensation Law and lead to disciplinary action, up to and including termination.
    a. This provision does not apply to life-threatening emergencies when immediate care must be sought through "9-1-1" dispatch. However, Risk Management must be informed as soon as possible of the injury.
4. If an authorized health care provider certifies the inability of an employee to perform work due to a work-related injury or illness, the employee must elect to use accrued sick leave (or vacation leave once all sick leave is exhausted) for the first seven (7) calendar days. On the eighth (8th) calendar day off work, the employee will revert to workers' compensation indemnity benefits for partial or total indemnity benefits under Florida Workers Compensation Law. Employees will be paid workers' compensation indemnity benefits for the first seven (7) calendar days only if they are disabled for more than 21 calendar days (these days do not have to be consecutive calendar days).
5. Indemnity benefits will be based upon the employee's average weekly wage for the 13-week period immediately preceding the work-related injury or illness.
6. While receiving indemnity benefits, annual and sick leave will still be accrued. Holiday pay is not available to an employee receiving total temporary indemnity benefits. Holiday pay may be available to an injured employee if the Holiday falls within the first seven (7) calendar days of the injury.
7. Workers compensation wage indemnity benefits are paid at the rate of 66 $^{2}/_{3}$% of gross wages and are tax-free. An employee is allowed to use one (1) hour per workday of paid leave to supplement the tax-free benefit. The net wages received should be nearly equivalent to the net wages received prior to the covered injury.
8. Workers compensation shall not be payable if the injury was occasioned primarily by the intoxication of the employee; by the influence of any drugs, barbiturates, or

other stimulants not prescribed by a physician; or by the willful intention of the employee to injure or kill himself, herself, or another.

9. If injury is caused by the knowing refusal of the employee to use a safety appliance or observe a safety rule required by statute or lawfully adopted by the Board, or if injury is caused by the employee's refusal to use safety equipment provided by the Board, workers' compensation indemnity benefits shall be reduced by 25% and the employee will not be allowed to use accrued annual or sick leave to supplement workers' compensation indemnity.
10. If the employee is unable to perform an essential job function and has a qualifying condition that may substantially limit one or more life function(s), the employee should contact Human Resources for referral to the Board Americans with Disabilities Act (ADA) Coordinator. If the employee cannot perform the essential functions of the position after Maximum Medical Improvement (MMI) and proper certification is received for a qualifying condition under ADA, the Board will consider all requests for reasonable accommodations.
11. Return to Alternate/Light Duty. When Risk Management has been advised that the employee is entitled to receive a temporary partial disability benefit or a temporary total disability benefit, and there is medical certification that the employee cannot perform the duties of the employee's regular position, but the employee can perform some work beneficial to the Board, the Risk Coordinator or Human Resources, may return the employee to alternate duty at his/her regular rate of pay to perform any duties the employee is capable of carrying out, subject to the following conditions:
    a. Light duty work, whether part-time or full-time, is solely at the discretion of the employer.
    b. Light duty work is not permanent.
    c. No light duty position will be created in the absence of an operational need or requirement.
    d. Light duty employment may be extended at the sole discretion of the employer.

610:2 RETURN AFTER WORKERS COMPENSATION LEAVE

1. Worker's compensation disability leave shall run concurrent with leave under the FMLA.
2. The employee must return to the essential duties of the employee's position after light duty work terminates or the expiration of leave under FMLA, if applicable.
3. The ability to perform the essential duties of a position shall be determined by the Board on the basis of factors including medical information provided by the employee's treating physician.

610:3 FAILURE TO RETURN AFTER WORKERS COMPENSATION LEAVE

The failure of an employee to return to work at the expiration of light duty work or leave under FMLA, whichever is later, shall subject the employee to termination unless leave without pay has been granted with proper medical certification, consistent with the Personnel Rules and Regulations.

700 – PAY PRACTICES

POLICY 701 - SALARY ADMINISTRATION

It is the policy of the Highlands County Board of County Commissioners (Board), to pay employees on a regular basis and in a manner so that the amount, method, and timing of such payments comply with applicable laws or regulations.

701:1 GENERAL PROVISIONS

1. New employees generally will be hired at the minimum rate assigned to their job title's pay grade. Supervisors may recommend higher starting rate depending on an applicant's experience, skill level, or on other competitive considerations. These recommendations should be reviewed and approved by the appropriate Department Director.
2. Employees promoted into a new position will generally receive a promotional increase at least to the minimum of the new salary range. No increase will be granted which brings an employee's base salary above the maximum of the new pay grade. Promotional increase recommendations must be approved by the County Administrator.
3. Employees who perform a lateral transfer will not receive an increase. Refer to Policy 407, Lateral Transfer, for additional information.
4. The Department Director and Human Resources will handle considerations for reclassifications to lower level positions or involuntary demotions prior to any discussion with the employee. The salary of an employee reclassified to a lower level position or involuntarily demoted should not exceed the maximum of the new salary range. Reclassification and demotion recommendations must be approved by the County Administrator. Refer to Policy 405:3, Reclassification, for additional information.
5. When a position is reclassified to a higher pay grade as a result of a significant change in job duties, an employee's salary will be increased at least to the minimum of the pay grade.
6. Human Resources will review job titles and pay grades for reclassifications. All changes must be approved by the Board.
7. Adjustments to salary may be granted to correct an internal or external equity problem reviewed by the Department Director and Human Resources and approved by the County Administrator.
8. An employee may be appointed to a trainee position at a salary five percent (5%) below the salary range minimum of the assigned position, for a training period. Refer to Policy 403, Appointment.

701:2 OUT-OF-CLASS STATUS

1. An employee appointed or assigned to fill an established position on a full-time or part-time basis for a specified period, not to exceed 12 months, shall be given out-of-class status when:
   a. Qualified applicants are not available for the position.
   b. The County Administrator approves a department request to temporarily fill the position with a person from a lower pay grade or different job title.
      i. If the individual meets the minimum training and experience requirements for the position; they may receive up to a ten percent (10%) temporary increase.

ii. If the individual does not meet the minimum training and experience requirements for the position; they may receive up to a five percent (5%) temporary increase.

c. Pay for employees in out-of-class status may exceed the maximum limit for their original pay grade while assigned this status.

701:3 DESIGNEE PAY

When an employee performs duties not part of the normal duties of their position for a period of not more than 30 calendar days, the employee may receive a temporary increase of up to ten percent (10%). This type of out-of-class assignment is usually designated for the purpose of filling in for the absence of a lead worker or Supervisor.

POLICY 702 - PERFORMANCE EVALUATIONS

It is the policy of the Highlands County Board of County Commissioners (Board), that the job performance of each employee should be evaluated periodically by the employee's Supervisor.

1. Performance evaluation upon the following occasions:
   a. By the end of the first six (6) months of employment.
   b. Annually. Rating periods end December 31st of each year.
   c. At any other time deemed appropriate to recognize improved or deteriorated performance.
2. Disagreement with the results of the evaluation is not subject to the grievance procedure set forth in these policies and procedures.
3. Supervisors, in completing evaluations, should prepare a written evaluation of each employee's job performance. Such an evaluation should include the Supervisor's comments and recommendations, and, if needed, an action plan for both the employee and Supervisor and performance goals for the next evaluation period. All performance evaluations that require an Action Plan shall be reviewed and approved with the Department Director and Human Resources prior to discussing with the employee.
4. Department Directors should review and approve each Supervisor's written evaluation to help assure that the evaluation process has been properly completed in a fair and objective manner. This review should occur prior to discussing with the employee.
5. After the written evaluation has been reviewed and approved by the Department Director, the Supervisor and employee should meet and discuss the evaluation, assess the employee's strengths and weaknesses in a constructive manner and set objectives and goals for the period ahead. The employee should be given the opportunity to examine the evaluation and make written comments about any aspect of it. The employee and Supervisor should then sign and date the evaluation and forward it to Human Resources for review.
6. Employees may request an additional meeting with their Supervisor, Director, or Human Resources to further discuss the evaluation.
7. Upon review, should Human Resources find any omissions or un-supported ratings, the Supervisor will be asked to review with the employee. If additional documentation is necessary, the original evaluation and the additional documentation will be provided to the County Administrator for approval and inclusion in the employee's personnel file.
8. Information derived from the performance evaluation may be considered when making decisions affecting an employee including, but not limited to, decisions concerning training needs and opportunities, pay, promotion, transfer, or continued employment.
9. All provisions of this section relating to the payment of salaries are contingent upon funds being available. Any deviation from paying employees in accordance with these rules and regulations because of budgetary limitations must be approved by the Board.

10. Special Probation Limitation. An employee may be placed on a 30-calendar day special probation at the discretion of the Department Director and County Administrator.

POLICY 703 - PAY PROCEDURES

It is the policy of the Highlands County Board of County Commissioners (Board), to pay employees on a regular basis and in a manner so that the amount, method and timing of such payments comply with any applicable laws or regulations.

703:1 GENERAL PROVISIONS

1. Payroll 1 and Payroll 3 employees normally will be paid biweekly on a 14 day pay period cycle. Payroll 2 (EMS only) employees will be paid every three (3) weeks on a 21 day pay period cycle. If the regular payday occurs on a holiday, employees will be paid on the last working day prior to the holiday.
2. Employees on each payday will receive, in addition to their pay, an electronic or paper statement showing gross pay, deductions and net pay. Federal and Social Security taxes will be deducted automatically. No other deductions will be made unless required or allowed by law, contract or employee obligation. Employees may elect to have additional voluntary deductions taken from their pay only if they authorize the deductions in writing and if the additional deductions are approved by the Board.
3. Employees who discover a mistake in their pay should notify Human Resources immediately. In the case of a mistake, the error will be remedied the next pay cycle.
4. Employees shall be paid by electronic transfer or check in accordance with the schedule established by the Board and the Finance Office of the Clerk of Courts. Electronic direct deposit pay method is mandatory for all regular employees hired after April 1, 2000.
5. Hourly rates of pay are computed on the basis of 2,080 work hours annually for all regular full-time employees not exempted by the provisions of the Fair Labor Standards Act.
    a. Annual Salary / 2080 hours = Hourly Rate
6. Annual Salary for Fire Rescue personnel working a "24 hours on/48 hours off" schedule is based on the following:
    a. Single certification (EMS only) positions – 2,080 regular hours and an average of 832 scheduled overtime hours. Overtime shall be calculated after 40 hours of work have been completed in a 7-day work period
    b. Dual certification positions – An average of 2,669 regular hours and an average of 243 scheduled overtime hours. Overtime shall be calculated after 106 hours of work have been completed in a 14-day work period

703:2 CALLBACK AND STANDBY PAY

1. Callback Pay. Employees who have completed their regular day's work period and who are called back to work shall receive two (2) hours call back pay at the applicable straight time rate if they are not assigned a minimum of two (2) hours work. All hours worked over the 40-hour work week will be compensated at time and one-half rate.
2. Standby Pay. Employees placed on 24-hour standby after normal duty hours shall earn two (2) hours pay at straight time for every day that they are on standby, plus pay for all hours actually worked.
3. Overtime Exclusions. Refer to Policy 504, Overtime.

703:3 PROCESSING PAYROLL DURING A STATE OF LOCAL EMERGENCY AND DECLARED DISASTER

In case of a declared disaster and/or local state of emergency, where there is a concern that the daily operations will be impacted for more than one (1) week, and in order to ensure our employees continue to receive their wages during the local state of emergency, the Board authorizes the Clerk's Office to:

1. Prepare and issue payroll for the Board using base hours only for regular full-time and part-time employees. On-call personnel would not be paid unless there is a reasonable mechanism to timely report actual hours worked to Human Resources.
2. Budget review of payroll costs prior to the release of payments for this payroll will be suspended and resolved, if necessary, when the Board returns to normal operations.
3. The payments to individual employees generated by this payroll processing will be released upon authorization by fax, e-mail, or verbal authorization, which will be followed up with written authorization once the Board returns to normal operations.
4. Normal operations are defined as being when the Board and Clerk's financial and timekeeping software has been restored and is available to fiscal personnel.

POLICY 704 - PAY FOR WORK DURING EMERGENCIES OR DISASTERS

It is the policy of the Highlands County Board of County Commissioners (Board), that the following pay procedures apply when any natural, technological, human caused emergency, or disaster requires a State of Local Emergency Declaration by either the Board.

704:1 GENERAL PROVISIONS

The following procedures apply during any state of local emergency declared by the Board pursuant to Section 252.38, Florida Statutes.

1. Disaster Essential Employees
    a. Board personnel in either the exempt or non-exempt pay plans who are designated as disaster essential employees and who are assigned to work during emergencies will be compensated for time worked.
    b. It is the department's responsibility to verify any emergency hours worked and approve all payments.
    c. For non-exempt personnel, overtime pay for hours worked during the emergency should be calculated in the same manner as overtime pay is calculated during non-emergency work weeks where the employee works more than 40 hours.
    d. For exempt personnel not entitled to overtime compensation, employees will be paid emergency pay at their straight time hourly rate for all hours worked in excess of 50 hours in any work week during the emergency, in addition to their normal salary.

POLICY 705 - PAY RAISES

It is the policy of the Highlands County Board of County Commissioners (Board), to ensure the County Administrator is committed to compensating all employees in a fair and consistent manner within budget constraints. Contracted employees (i.e. County Administrator, County Attorney) are paid in accordance to their contract.

705:1 GENERAL PROVISIONS

Cost of Living (COLA) adjustments and Performance-Based Merit increases may be awarded except where an employee's increase brings his/her pay above the maximum for their pay grade, in which cases Incentive Pay may be granted. Other Personnel Services (OPS), employees of private employment agencies, and some positions that are not fully funded by the Board of County Commissioners will not be eligible to receive COLA, Performance-Based Merit, or Incentive Pay increases. COLA, Performance Based-Merit or Incentive Pay increases may be given to employees who are shared with another entity based upon the terms of the agreement between the entity and the Board.

705:2 COST OF LIVING ADJUSTMENT

A cost of living adjustment (COLA) may be approved by the Board during the annual budget process and will typically be effective with the first full pay period in October, unless approved otherwise. This increase will be granted to all employees at a percentage or fixed amount approved by the Board and within the guidelines established by this policy. Employees within their initial six (6) month probationary period will receive this increase at a pro-rated distribution based on the number of days employed. If an employee has reached the top of his or her pay grade, the COLA will not increase the employee's base pay and will only be effective for a 12-month period.

Table 5: Pro-rated Cost of Living Adjustment

Number of Days Employed	Percentage of COLA
More than 180 days	100%
121 – 180 days	75%
91 – 120 days	50%
61 – 90 days	25%
1-60 days	0%

The pro-rated distribution of the COLA will become effective for employees hired on or after October 1, 2016. Employees hired prior to October 1, 2016 will receive the COLA at 100%.

705:3 PERFORMANCE-BASED MERIT INCREASE

All regular employees are eligible for a performance-based merit increase on an annual basis, subject to approval of funding by the Board. Performance-based merit increases will typically be effective with the first full pay period in April, unless approved otherwise, and will be based upon the employee's performance evaluation for the prior period of January 1st through December 31st.

Upon completion of 12 months of continuous employment (January 1st through December 31st) in a full-time regular position, an employee may be considered for a performance-based merit increase. Performance-based merit increases are not automatic and shall only be granted when both of the following are met

a. Employee received a rating of satisfactory or better on each rating factor during the 12-month period under evaluation, and
b. Employee received an overall rating above a 3.0.

All employee evaluations are due annually, in January, for the prior 12-month period (January 1st – December 31st). Human Resources shall review all employee evaluations and will work with departments to ensure that the evaluation process is administered in a fair and consistent manner.

In addition to being used as a guide in determining performance-based pay increases, the purpose of performance evaluations is to give employees a better understanding of what is expected on the job. Supervisors have an obligation to provide ongoing feedback and counseling to employees in an effort to provide the means for improvement on the job. All written performance reviews will be based on an employee's overall performance in relation to his/her job responsibilities and will also take into account conduct, demeanor, and record of attendance and tardiness. Any Supervisor or Director who fails to address employee performance may be subject to disciplinary action, up to and including termination.

Performance-Based Merit increases will not be awarded to:

a. Employees who have not completed 12 months of continuous employment.
b. Employees who have been involuntary demoted or suspended during the period under evaluation.
c. Employees who are on special probation of any kind.
d. Employees that failed to complete the annual mandatory training requirements during the period under evaluation.
e. Employees who have not achieved a rating of satisfactory or better on each rating factor AND an overall rating above a 3.0.
f. Employees who have shared employment or are temporary (OPS).

Employees who have received disciplinary action of a Written Warning or greater, within the period under evaluation will not qualify for a performance-based merit increase even if all other conditions are met.

Performance-Based Merit increases will be granted to eligible employees as shown below based on their overall performance rating.

Table 6: Performance-Based Merit Increase Table

Overall Rating	Percentage of Performance-Based Merit Increase
4.51 – 5.00	Tier 4
4.01 – 4.50	Tier 3
3.51 – 4.00	Tier 2
3.01 – 3.50	Tier 1
0.00 – 3.00	0%

Tiers are dependent on the level of funding approved by the Board. Tiers will be established by Administration, in coordination with Human Resources on an annual basis.

705:4 INCENTIVE INCREASE

In order to retain qualified employees, incentive pay may be granted, subject to approval of funding by the Board. Incentive pay will typically be effective with the first full pay period in April, unless approved otherwise, and will be based upon the employee's performance evaluation for the prior period of January through December.

To be eligible for incentive pay, an employee must have reached the top of his/her pay grade and served more than five (5) years in a position covered by this policy. Incentive pay will not increase an employee's base pay and will only be effective for a 12-month period. Incentive increases are not automatic and shall only be granted when both of the following are met:

a. Employee received a rating of satisfactory or better on each rating factor during the 12-month period under evaluation, and
b. Employee received an overall rating above a 3.0.

Incentive increases will not be awarded to:

a. Employees who have been involuntary demoted or suspended during the period under evaluation.
b. Employees who are on special probation of any kind.
c. Employees that failed to complete the annual mandatory training requirements during the period under evaluation.
d. Employees who have not achieved a rating of satisfactory or better on each rating factor AND an overall rating above a 3.0.
e. Employees who have shared employment or are temporary (OPS).

Employees who have received disciplinary action of a Written Warning or greater within the period under evaluation will not qualify for an Incentive increase even if all other conditions are met.

Incentive increases will be granted to eligible employees as shown below based on their overall performance rating.

Table 7: Incentive Increase Table

Overall Rating	Percentage of Incentive Increase
4.51 – 5.00	Tier 4
4.01 – 4.50	Tier 3
3.51 – 4.00	Tier 2
3.01 – 3.50	Tier 1
0.00 – 3.00	0%

Tiers are dependent on the level of funding approved by the Board. Tiers will be established by Administration, in coordination with Human Resources on an annual basis.

705:5 MERIT LEAVE

If, due to funding constraints, the Board is unable to approve funding for Performance-Based Merit or Incentive Increases the Board may choose to grant Merit leave. Merit Leave

may be granted in one (1) day increments and must be used during the calendar year. Unused merit leave will lapse at the end of each calendar year. Merit leave usage will follow the same approval process as annual leave.

705:6 SPECIAL SALARY ADJUSTMENT

The County Administrator may approve a special salary adjustment of no more than ten percent (10%) for any employee, if unusual or special conditions exist which justify such adjustment.

705:7 PAY ON PROMOTION

1. When promoted, an employee's salary shall be increased to at least the minimum rate of the pay grade for the position to which the employee is being promoted, unless the employee is to undergo a training period for a specified amount of time. In this case, the employee shall be paid five percent (5%) less than the minimum rate for the duration of the training period, provided this is not less than the rate the employee was previously earning.
2. Employees promoted to a higher pay grade who are currently receiving pay equal to or greater than the minimum rate for the new pay grade may be advanced in salary by up to ten percent (10%) or the mid-point of the new paygrade, whichever is greater, as recommended by the Interview Panel and as authorized by the County Administrator.

705:8 MAXIMUM RATE OF PAY

1. A Performance-Based Merit increase or special salary adjustment may not place the employee's salary above the maximum rate of pay authorized for the assigned pay grade, unless approved by the Board.
2. An employee whose base pay exceeded the maximum of their assigned pay grade at September 30, 2016 will be grandfathered in and may continue to receive cost of living adjustments and Performance Based Merit increases until they reach the max of their original pay grade. If the employee changes pay grades, either voluntarily or involuntary, they are no longer granted this exception.

705:9 LESS THAN SATISFACTORY PERFORMANCE

An employee whose annual performance evaluation is considered to be less than required (below satisfactory) shall not be eligible to receive a merit salary increase.

705:10 LONGEVITY PAY

1. Applies only to persons hired prior to October 1, 1985 and who have had no subsequent break in service of 24 hours or longer.
2. Employees in "good standing" prior to October 1, 1985, will receive a two percent (2%) increase in salary effective the first day following the anniversary date of completion of 5, 10, 15, 20, and 25 years' continuous service as an employee of the Board. The total longevity salary increase will not exceed two percent (2%) of the employee's current salary for five (5) years of service, four percent (4%) for ten (10) years, six percent (6%) for 15) years, eight percent (8%) for over 20 years and ten percent (10%) for 25 years of continuous service. Longevity increases will be automatic and not require individual approval by the Board.

800 – CORRECTIVE ACTION PROCESS

POLICY 801 - EMPLOYEE BEHAVIOR AND STANDARDS OF CONDUCT

It is the policy of the Highlands County Board of County Commissioners (Board), that all employees are expected to comply with the Board's standards of behavior and performance and that any noncompliance with these standards must be remedied.

801:1 GENERAL PROVISIONS

1. It is the policy of the Board that certain rules and regulations regarding employee behavior are necessary for the efficient operations of the Board and for the benefits and safety of all employees. Employees are expected at all times to conduct themselves in a positive manner so as to promote the best interests of the Board. Conduct that interferes with operations that discredit the Board or that is offensive to citizens, customers, or coworkers will not be tolerated.
2. Any violation of the Board's policy or any conduct considered inappropriate or unsatisfactory may, at the Board's discretion, subject the employee to disciplinary action, up to and including termination. Generally, there are two groups of sample offenses for which employees may be disciplined. The guidelines for recommended penalties for those examples of unacceptable conduct are set forth below. However, the principles concerning application of discipline to these sample offenses or others as set forth in Policy 802, Corrective Action and Disciplinary Procedure, shall apply. Nothing herein shall be construed to require the Board to have just cause for any form of disciplinary action, including termination, or to limit disciplinary action to the sample offenses enumerated below.
3. This section provides recommended, but not mandatory, penalties to apply to the specific examples offenses listed here. However, the penalty utilized shall be at the discretion of the Department Director and/or Administration in all matters of discipline, and nothing herein shall require that a particular form of discipline be utilized in any case prior to the utilization of another form of discipline.
4. An employee may be placed on administrative leave with or without pay pending an investigation by the County Administrator pending consideration of potential disciplinary action.
5. Policies 801:2, Group 1 Offenses, and 801:3, Group 2 Offenses, are illustrative examples of some of the prohibited conduct that is subject to disciplinary action, up to and including termination.

801:2 GROUP 1 OFFENSES

First Offense: Documented Counseling. Second Offense: Written Reprimand, up to five (5) workdays suspension without pay and/or demotion. Third Offense: Up to Termination.

1. Quitting work, loitering, or leaving assigned work area during working hours without permission.
2. Wasting time, dawdling, or repeated instances of poor time management.
3. Taking more than allowable time for meal or rest periods.
4. Unacceptable productivity or competency.
5. Sleeping on the job, unless authorized to do so.
6. Reporting to work or working while unfit for duty, either mentally or physically, unless the condition is a legally recognized disability, in which case the matter will be dealt with in accordance with applicable law.

7. Violating a safety rule or practice.
8. Engaging in horse play, scuffling, wrestling, throwing things, malicious mischief, distracting the work of others, cat calls, or other disorderly conduct.
9. Failure to report loss of or damage to any County piece of equipment or other County property entrusted to the employee's custody.
10. Failure to keep the department and Human Resources notified of the employee's current proper address and telephone number.
11. Gambling, loitering, or engaging in any other game of chance while on duty or in any fashion that brings disrepute upon the Board.
12. Violation of published Board or departmental policies, rules, standard orders, operating procedures, or regulations, unless included as a Group 2 offense.
13. Unexcused tardiness or absence.
14. Failure to possess and maintain a current and valid state motor vehicle operator's license, if driving a vehicle is required by the Board as an essential part of the employee's job.
15. Failure to report an on-the-job accident or injury.
16. The use of abusive language.
17. Failure to wear appropriate safety equipment or failure to abide by safety rules and practices.
18. Improper attire or inappropriate personal appearance.
19. Engaging in any form of workplace harassment, excluding sexual harassment, which is a Group 2 offense.
20. Solicitation or distribution (except as provided by Board policy).

801:3 GROUP 2 OFFENSES

First Offense: Up to Termination

1. Conviction of a crime, other than minor traffic offenses.
2. Excessive tardiness and/or absenteeism, regardless of the reason.
3. Abuse of leave privileges.
4. Use of official position for personal advantage.
5. Deliberately or negligently misusing, destroying, losing, or damaging any County property or property of another employee.
6. Falsification of personnel, Board or departmental records, including employment applications, accident records, work records, purchase orders, timesheets, or any other report, record, or document.
7. Making false claims or intentional misrepresentation in an attempt to obtain sickness or accident benefits, worker's compensation, or any other benefits.
8. Insubordination or the refusal to perform work assigned, or to comply with written or verbal instructions of a Supervisor.
9. Unlawful use of, possession, or display of explosives or weapons under Florida Law, as amended from time to time, on or in County property unless authorized.

10. Removal of County property or any other employee's property from County locations without proper authorization, theft of County property, or theft of any employee's property.
11. Failure to return at the end of authorized leave of absence.
12. Concerted curtailment, restriction of production, or interference with work in or about the department's work stations including, but not limited to, instigating, leading, or participating in any walkout, strike, sit down, stand-in, slowdown, or refusal to return to work at the scheduled time for the scheduled shift.
13. Absent without permission (AWOL).
14. Sexual harassment consisting of unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature. The victim may be of either sex, and need not be of the opposite sex.
15. Assault or battery of a fellow employee or citizen.
16. Use, sale, dispensing, or possession of alcoholic beverages or illegal drugs on County premises, while in uniform, or in County vehicles.

POLICY 802 - CORRECTIVE ACTION AND DISCIPLINARY PROCEDURE

It is the policy of the Highlands County Board of County Commissioners (Board), that all employees are expected to comply with the County's standards of behavior and performance, and that any noncompliance with these standards must be remedied.

802:1 GENERAL PROVISIONS

1. Under normal circumstances, the Board endorses a policy of progressive discipline in which it attempts to provide employees with notice of deficiencies and an opportunity to improve. The Board does, however, retain the right to administer discipline in any manner it sees fit, and to modify or waive these procedures at its sole discretion.
2. Corrective action is typically warranted when an employee is not meeting Board standards of attendance, performance, or conduct (attitude or human relations).
3. The normal application of progressive discipline is:
    a. Documented Counseling.
    b. Written Warning.
    c. Suspension and/or Involuntary Demotion.
    d. Termination.

802:2 DISCIPLINARY PROCEDURES

Facts and circumstances surrounding the incident or violation shall be carefully considered before taking any formal disciplinary steps. In all cases of formal corrective action and/or discipline, Human Resources should be contacted to ensure appropriate steps are taken.

1. Documented Counseling. The intention of a documented counseling is to reestablish expectations, goals, and/or objectives. Supervisors who identify that an employee is not meeting expectations shall discuss the situation with the employee to include the action necessary to correct the problem. Supervisors will use an Employee Warning Report (Appendix 3). Memoranda and additional documentation may be attached. A copy shall be given to the employee and another copy forwarded to Human Resources for inclusion in the employee’s file.
2. Written Warning. A written warning is formal documentation of an incident or violation of expected performance and/or behaviors, usually taking place after a documented counseling has been given. Supervisors will use an Employee Warning Report (Appendix 3). Memoranda and additional documentation may be attached. A copy shall be given to the employee and another copy forwarded to Human Resources for inclusion in the employee’s file.
3. Suspension and/or Involuntary Demotion. Prior to any suspension being initiated, Human Resources shall be contacted. Human Resources will assist the department in determining whether a suspension is appropriate, and aid in determining the duration of the suspension. The employee's immediate Supervisor, with the approval of the Department Director, shall notify the employee in writing of the proposed corrective action the reasons and circumstances relevant to the proposed corrective action. All actions requesting Involuntary Demotion are subject to County Administrator approval. Supervisors will use an Employee Warning Report (Appendix 3). Memoranda and additional documentation may be attached. A copy shall be given to the employee and another copy forwarded to Human Resources for inclusion in the employee’s file. Suspension without pay longer than five (5) workdays requires the approval of the County Administrator.

4. Termination. Prior to a termination being initiated, Human Resources shall be contacted. All terminations require the approval of the County Administrator. The employee shall be notified in writing by the Supervisor or Department Director using the Employee Warning Report (Appendix 3).

In situations where the employee's presence creates, in the County Administrator's opinion, a hazard to property, employees, the public, or otherwise interrupts the operations of the Board, the employee may be placed immediately on administrative leave with pay. The immediate Supervisor and/or Department Director shall then contact Human Resources to determine future action to be taken.

802:3 AUTHORIZATION OF DISCIPLINARY ACTIONS

1. In all cases in which discipline is administered, the Department Director or Supervisor shall notify the employee of the action taken, and a copy of such notice will be included in the employee's personnel file. The documentation of disciplinary action should include a statement referencing any applicable Personnel Rules and Regulations or department policies violated and, unless the discipline being imposed is dismissal, a statement indicating what will happen if the employee commits further offenses.
2. Supervisors are authorized to counsel and reprimand subordinate employees where appropriate.
3. Department Directors are authorized to suspend any subordinate employee without pay for up to five (5) workdays where appropriate.
4. Department Directors are authorized to discharge any subordinate employee. All terminations should be reviewed by Human Resources and approved by the County Administrator before any final action is taken. Failure to do so may lead to disciplinary action, up to and including termination.
5. Regular employees who believe that they may have been disciplined too severely or who question the reason for discipline are encouraged to utilize the employee complaint procedure set forth in Policy 803, Grievance Procedure.

POLICY 803 – GRIEVANCE

It is the policy of the Highlands County Board of County Commissioners (Board), that employees should have the opportunity to participate in an objective process to settle disputes regarding certain corrective actions. Employees will have an opportunity to grieve corrective actions for disciplinary reasons of suspension, demotion, or termination – no other actions or issues are subject to the grievance procedure. All grievances will be resolved definitively through this process.

803:1 GENERAL PROVISIONS

1. The provisions of this policy apply to all employees who have been suspended, demoted, or terminated resulting from disciplinary corrective actions.
2. Exclusions to this policy are:
   a. Employees in their initial probationary period.
   b. Contracted employees.
   c. Employees covered under the Supplemental Workforce Policy Number 410.

803:2 INITIAL GRIEVANCE/COMPLAINT

1. The employee shall present the grievance in writing using the Grievance Form (Appendix 7), to the employee's Department Director or Human Resources within three (3) business days of the notice of the disciplinary action. In circumstances where the grievant reports directly to the Department Director, the initial grievance shall be presented to the County Administrator. Failure to file a written grievance within this established time will nullify the employee's right to use the grievance process for the event in question.
2. For purposes of corrective actions, the term "event" as used in this section shall mean the date on which the employee is notified of the disciplinary action.
3. The Department Director may meet with the employee and other involved parties to discuss the matter following the receipt of the written grievance. If a meeting is held, it shall be within five (5) business days of the receipt of the grievance. The Department Director shall answer the grievance in writing within seven (7) business days following the meeting. If no meeting is held, the Department Director shall answer the grievance within five (5) business days after receipt of the written grievance. If the employee is not satisfied with the response of the Department Director or if no response is given, the employee may request a Grievance Meeting.

803:3 GRIEVANCE MEETING

1. The employee may file a written request for a Grievance Meeting within three (3) business days of receipt of the Department Director's response, if dissatisfied with the result or failure of the Department Director to supply a timely answer. The written appeal shall be submitted to Human Resources and shall include the final outcome being requested from the Grievance Meeting.
2. The County Administrator will oversee the Meeting and shall be notified by Human Resources of the receipt of the request for review. If the employee reports directly to the County Administrator, an outside mediator may be used.
3. The Meeting shall consist of the following parts:
   a. Pre-Grievance Meeting. Held within five (5) business days from the receipt of the written request.

i. Meeting called to order by the County Administrator.
ii. Brief overview of the event by the employee and the Supervisor or Director.
iii. Names of witnesses that will be called upon.
iv. Schedule Grievance Meeting date within five (5) business days from the date of the Pre-Grievance Meeting.

b. Grievance Meeting.
i. Meeting called to order by the County Administrator.
ii. Opening statements by the employee and the Supervisor or Director.
iii. Witness statements. Each party involved can request witnesses to provide written or verbal statements. A witness may decline the request. The County Administrator may request information and interview witnesses prior to the Meeting from any of the parties involved. Human Resources will facilitate information retrieval and witness interviews.
iv. Closing remarks by the employee and the Supervisor or Director.
v. Meeting concluded by the County Administrator.

c. The County Administrator shall provide written response to the employee within fourteen (14) business days of the Meeting.

d. The decision of the County Administrator is final.

4. Liberty Interest (Name Clearing) Hearings. In cases involving suspensions without pay, demotion, and dismissal where the employee misconduct at issue is considered stigmatizing or would substantially interfere with the employee's future employability (such as in cases alleging theft, drug violations, and/or criminal conduct) the employee is entitled to a liberty interest hearing.

a. Whenever a liberty interest hearing is implicated, the employee should be provided written notice of his/her right to request a hearing. The employee must contact Human Resources to request a liberty interest hearing within three (3) business days.

b. The liberty interest hearing is a noticed public hearing held solely for the purposes of permitting the employee to publicly present their side to the allegations of misconduct which have been raised. The liberty interest hearing is not an appropriate avenue to seek to overturn the disciplinary decision at issue.

803:4 TIME LIMITS

1. The failure of any County representative to respond or take other action within the time limits set forth herein shall not nullify the employee's right to use the grievance process for the event in question.

2. No grievance shall be entertained or processed unless it is commenced in a timely manner as defined by this policy. If a grievance is not initiated or appealed in a timely manner in accordance with the provisions of this policy within the time frames set forth above, any further privileges shall be waived. The time limits may be extended by mutual agreement of the parties in writing only.

900 – ACCESS TO COUNTY PROGRAMS CITIZENS RELATIONS

POLICY 901 – CITIZEN RELATIONS

It is the policy of the Highlands County Board of County Commissioners (Board), to be citizen and service oriented, and to require employees to treat citizens in a courteous, helpful, and respectful manner at all times. As an employee of the Board, employees are expected to treat all members of the community with the highest degree of professionalism and customer service.

901:1 GENERAL PROVISIONS

1. Employees must understand that the citizen comes first. All employees have an obligation to represent the Board in a positive fashion and to make citizens feel as comfortable as possible in dealing with employees of the Board.
2. Employees with citizen contact are expected to know the programs and services offered by the Board, and to learn the wants and needs of citizens. Such employees should attempt to educate citizens about the use of the Board provided services and should seek new ways to serve the citizen.
3. Employees are encouraged to report recurring citizen-related problems to their Supervisor and/or make suggestions for changes in Board policies or operating procedures to solve problems.
4. Employees should be prepared to listen carefully to citizen inquiries and complaints and then deal with them in a responsive, professional manner. If a controversy arises, the employee should attempt to explain the Board policy in a clear, yet polite, manner. If a citizen becomes unreasonable or abusive and the employee cannot resolve the problem, the citizen should be referred to the employee's Supervisor.

POLICY 902 - TITLE VI / NONDISCRIMINATION

The Highlands County Board of County Commissioners (Board) values diversity and welcomes input from all interested parties, regardless of cultural identity, background or income level. The County believes that the best programs and services result from careful consideration of the needs of all of its communities and having all of those communities involved in the transportation decision-making process. Thus, the County does not tolerate discrimination in any of its programs, services or activities. Pursuant to Title VI of the Civil Rights Act of 1964 and other federal and state authorities, the County will not exclude from participation in, deny the benefits of, or subject anyone to discrimination on the grounds of race, color, national origin, sex, age, disability, religion, income or family status.

902:1 COMPLAINT PROCEDURES

1. The County has established discrimination complaint procedures and will take prompt and reasonable action to investigate and eliminate discrimination when found. Any person who believes that he or she has been subjected to discrimination based upon race, color, national origin, sex, age, disability, religion, income or family status in any of the County's programs, services or activities may file a complaint with the County Title VI/Nondiscrimination Coordinator:

   Human Resources Manager
   600 South Commerce Avenue Sebring, Florida 33870
   HRManager@highlandsfl.gov863-402-6509 (phone) / 863-402-6508 (fax) / Florida Relay Services 711

2. If possible, the complaint should be submitted in writing and contain the identity of the complainant; the basis for the allegations (i.e. of race, color, national origin, sex, age, disability, religion, income or family status); and a description of the alleged discrimination with the date of the occurrence. If the complaint cannot be submitted in writing, the complainant should contact the Title VI/Nondiscrimination Coordinator for assistance.

3. The Title VI/Nondiscrimination Coordinator will respond to the complaint within 30 calendar days and will take reasonable steps to resolve the matter. Should the County be unable to satisfactorily resolve a complaint, the County will forward the complaint, along with a record of its disposition to the appropriate District of the Florida Department of Transportation (FDOT).

4. The Title VI/Nondiscrimination Coordinator has easy access to the County Administrator and is not required to obtain approval to discuss discrimination issues with the County Administrator. However, should the complainant be unable or unwilling to complain to the County, the written complaint may be submitted directly to the Florida Department of Transportation (FDOT). FDOT will serve as a clearing house, forwarding the complaint to the appropriate state or federal agency:

   Florida Department of Transportation
   Equal Opportunity Office
   ATTN: Title VI Complaint Processing
   605 Suwannee Street MS 65
   Tallahassee, Florida 32399

POLICY 903 - LIMITED ENGLISH PROFICIENCY

It is the policy of the Highlands County Board of County Commissioners (Board), to take reasonable steps to ensure that persons with Limited English Proficiency have meaningful access and an equal opportunity to participate in its services, activities, programs and other benefits. The policy also provides for communication of information contained in vital documents, including but not limited to, waivers of rights, consent documents, and any other applicable forms. All interpreters, translators and other aids needed to comply with this policy shall be provided without cost to the person being served, and clients and their families will be informed of the availability of such assistance free of charge.

903:1 LIMITED ENGLISH PROFICIENCY PLAN

The Board has developed this Limited English Proficiency Plan to help identify reasonable steps for providing language assistance to persons with limited English proficiency (LEP) who wish to access services provided. As identified by Executive Order 13166, LEP persons are those who do not speak English as their primary language and have limited ability to read, speak, write or understand English. This plan outlines how to identify a person who may need language assistance, the ways in which assistance may be provided, staff training that may be required, and notification to LEP persons regarding the availability of assistance.

To determine the extent to which LEP services are required and in which languages, the law requires the analysis of four factors:

- The number of proportions of LEP persons eligible to be served or likely to be encountered by the County's programs, services or activities.
- The frequency with which LEP individuals come in contact with these programs, services or activities.
- The nature and importance of the program, service or activity to people's lives.
- The resources available to the County and the likely costs of the LEP.

1. Using data from the American Community Survey 5-Year Estimates for Highlands County, we have determined that the estimated population is 98,603 of which 18.8% speak a language other than English. Additionally, 7,228 individuals or 7.6% of the population speak English less than well. Of those persons with limited English proficiency: 16.2% speak Spanish, 1.3% speak Indo-European, 1.2% speak Asian and Pacific Island, and .1% other languages.
2. The Board reviewed the frequency with which staff have contact with LEP persons. This includes phone inquiries and office visits, most of which are undocumented as departments have bilingual staff who assist on a daily basis, during the normal course of business. Contact with LEP persons was determined to be minimal, with approximately two percent (2%) of contacts requiring translation services. All translation services have been in Spanish. We had zero (0) documented request for interpretation services.
3. There is no large geographic concentration of any type of LEP individuals in the service area for Highlands County. The broad majority of population, 81.2%, speaks only English. Thus, there are few social, service, professional or leadership organizations within the service area of Highlands County that focuses on outreach to LEP individuals.
4. Community Program staff are most likely to encounter LEP individuals through office visits, phone conversations, and requests for assistance. Additional, the Non Ad

Valorem Assessment staff and the Public Information Office encounter LEP individuals on occasion,

The analyses of these factors suggest that LEP services, above the level already provided, are not required at this time. Board staff provide LEP assistance for translation, as the need arises.

Highlands County Board will be able to identify and provide voluntary language translation and interpretation services if needed within a reasonable time period. Other language translation options could be provided by bilingual staff or by telephone from a professional interpretation service for which Highlands County Board would pay a fee.

Highlands County commits to the following actions:

1. Language assistance will be provided through use of competent bilingual staff, staff interpreters, contracts or formal arrangements with local organizations providing interpretation or translation services, or technology and telephonic interpretation services. All staff will be provided notice of this policy and procedure, and staff that may have direct contact with LEP individuals will be trained in effective communication techniques, including the effective use of an interpreter.
2. Human Resources will be responsible for maintaining an accurate and current list showing the name, language, phone number, and hours of availability of bilingual staff.
3. Some LEP persons may prefer or request to use a family member or friend as an interpreter. However, family members or friends of the LEP person will not be used as interpreters unless specifically requested by the LEP person after the LEP person confirms that he or she understands that an offer of an interpreter at no charge to the LEP person has been made by the County. That offer and the response will be documented in the person's file. If the LEP person chooses to use a family member or friend as an interpreter, issues of competency of interpretation, confidentiality, privacy, and conflict of interest will be considered. If the family member or friend is not competent or appropriate for any of these reasons, competent interpreter services will be provided to the LEP person.
4. In order to ensure confidentiality of information and accurate communication, minors and other clients will not be used to interpret
5. County staff will inform LEP persons of the availability of language assistance, free of charge, by providing written notice in languages LEP persons will understand. At a minimum, notices and signs will be posted and provided in common areas. Documentation will also be available on the County website.
6. The Board understands that its community profile may change and the four-factor analysis may reveal the need for more or varied LEP services in the futures. As such, it will annually examine its LEP plan to ensure that it remains reflective of the community's needs.

903:2 DATA COLLECTION

Various regulations may require federal-aid recipients to collect racial, ethnical, and other similar demographic data on beneficiaries of, or those affected by, federally funded programs, services, and activities. The Board may find it necessary to request voluntary identification of certain racial, ethnic or other data from those who participate it its public involvement events. This information assists the Board with improving its targeted outreach and measures of effectiveness. Self-identification of personal data to the Board will always

be voluntary and anonymous. The Board will not release or otherwise use this data in any manner inconsistent with federal regulations.

903:3 ASSURANCES

As required, the Board will certify to appropriate agencies that its programs, services, and activities are being conducted in a nondiscriminatory manner. The public may view these assurances upon request.

903:4 COMPLAINTS

Anyone having reason to believe they may have been subjected to discrimination are urged to bring those concerns to the Human Resource Manager, who also serves as the EEO Coordinator and ADA Coordinator. The complaint procedure is detailed in Policy 207, Discrimination Complaint.

POLICY 904 - AMERICANS WITH DISABILITIES (ADA)

Section 504 of the Rehabilitation Act of 1973 (Section 504), the Americans with Disabilities Act of 1990 (ADA) and related federal and state laws and regulations forbid discrimination against those who have disabilities. Furthermore, these laws require federal aid recipients and other government entities to take affirmative steps to reasonably accommodate the disabled and ensure that their needs are equitably represented in transportation programs, services, and activities.

1. The County will make every effort to ensure that its facilities, programs, services, and activities are accessible to those with disabilities. The County will make every effort to ensure that its advisory committees, public involvement activities and all other programs, services, and activities include representation by the disabled community and disabled service groups.
2. The County encourages the public to report any facility, program, service or activity that appears inaccessible to those who are disabled. Furthermore, the County will provide reasonable accommodation to disabled individuals who wish to participate in public involvement events or who require special assistance to access facilities, programs, services or activities. Because providing reasonable accommodation may require outside assistance, organization or resources, the County asks that a request be made at least 20 calendar days prior to the need for accommodation.
3. Questions, concerns, comments or requests for accommodations should be made to the County ADA Coordinator:

   Human Resources Manager
   600 South Commerce Avenue Sebring, Florida 33870
   HRManager@highlandsfl.gov863-402-6509 (phone) / 863-402-6508 (fax) / Florida Relay Services 711

904:1 GRIEVANCE PROCEDURES UNDER THE AMERICAN WITH DISABILITIES ACT

This Grievance Procedure is established to meet the requirements of the Americans with Disabilities Act of 1990 ("ADA"). It may be used by anyone who wishes to file a complaint alleging discrimination on the basis of disability in the provision of services, activities, programs, or benefits by the Highlands County BCC. The Highlands County's Personnel Manual governs employment-related complaints of disability discrimination.

The complaint should be in writing and contain information about the alleged discrimination such as name, address, phone number of complainant and location, date, and description of the problem. Alternative means of filing complaints, such as personal interviews or a tape recording of the complaint, will be made available for persons with disabilities upon request.

1. The complaint should be submitted by the grievant and/or his/her designee as soon as possible but no later than sixty (60) calendar days after the alleged violation to:

   Human Resources Manager, ADA/EEO Coordinator
   600 South Commerce Avenue, Sebring, FL 33870

2. HRManager@highlandsfl.govWithin fourteen (14) calendar days after receipt of the complaint, the Human Resources Manager or his/her designee will meet with the complainant to discuss the complaint and the possible resolutions. Within fourteen (14) calendar days of the meeting, the Human Resources Manager or his/her designee will respond in writing, and where appropriate, in a format accessible to the complainant. The response will explain the position of the Highlands County BCC and offer options for substantive resolution of the complaint.

3. If the response by the Human Resources Manager or his/her designee does not satisfactorily resolve the issue, the complainant and/or his/her designee may appeal the decision within fourteen (14) calendar days after receipt of the response to the County Administrator or his/her designee.
4. Within fourteen (14) calendar days after receipt of the appeal, the County Administrator or his/her designee will meet with the complainant to discuss the complaint and possible resolutions. Within fourteen (14) calendar days after the meeting, the County Administrator or his/her designee will respond in writing, and, where appropriate, in a format accessible to the complainant, with a final resolution of the complaint.
5. All written complaints received by the Human Resources Manager or his/her designee, appeals to the County Administrator or his/her designee, and responses from these two offices will be retained by the Highlands County BCC for at least three years.

904:2 NOTICE UNDER THE AMERICAN WITH DISABILITIES ACT

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), the Highlands County BCC will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities.

Employment: Highlands County BCC does not discriminate on the basis of disability in its hiring or employment practices and complies with all regulations promulgated by the U.S. Equal Employment Opportunity Commission under Title I of the ADA.

Effective Communication: Highlands County BCC will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in Highlands County BCC programs, services, and activities, including qualified sign language interpreters, documents in Braille, and other ways of making information and communications accessible to people who have speech, hearing, or vision impairments.

Modifications to Policies and Procedures: Highlands County BCC will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all its programs, services, and activities. For example, individuals with service animals are welcomed in Highlands County offices, even where pets are generally prohibited.

Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of the Highlands County BCC, should contact the Human Resources Manager/ADA/EEO Coordinator, at 863-402-6509, or via Florida Relay Services 711, by email HRManager@hcbcc.org or by regular mail at 600 S. Commerce Ave Sebring, FL 33870 as soon as possible but no later than 48 hours before the scheduled event.

The ADA does not require the Highlands County BCC to take any action that would fundamentally alter the nature of its programs or services, or impose an undue financial or administrative burden.

Complaints that a program, service, or activity of the Highlands County BCC is not accessible to persons with disabilities should be directed to the Human Resources Manager/ADA/EEO Coordinator, at 863-4026509, HRManager@highlandsfl.gov.

Highlands County BCC will not place a surcharge on a particular individual with a disability or any group of individuals with disabilities to cover the cost of providing auxiliary

aids/services or reasonable modifications of policy, such as retrieving items from locations that are open to the public but are not accessible to persons who use wheelchairs.

1000 – FIRE RESCUE POLICIES

POLICY 1001 – FIRE RESCUE SHIFT TRADE/SUBSTITUTION

It is the policy of the Highlands County Board of County Commissioners (Board) to allow flexibility in work arrangements where possible to help employees balance work and life demands. This policy is provided as a tool for management and employees to use to work as partners to ensure we meet our commitments to citizens while recognizing and addressing the demands of life outside of work.

1001:1 GENERAL PROVISIONS

1. The substitution of one employee to work hours (partial or full shifts) scheduled for another of the same rank or position is often referred to as "shift swapping" or "time trading," and is a common practice in many public safety departments.
2. If an individual who is employed in any capacity by a public agency which is a State, political subdivision of a State, or an interstate governmental agency, agrees, with the approval of the public agency and solely at the option of such individual, to substitute during scheduled work hours for another individual who is employed by such agency in the same capacity, the hours such employee worked as a substitute shall be excluded by the public agency in the calculation of the hours for which the employee is entitled to overtime compensation under this section.
3. The Fair Labor Standards Act (FLSA) under certain circumstances, permits two employees of a public agency, with that agency's approval, to substitute for one another during scheduled work hours in the same capacity without those hours being subject to overtime. Even though a substitution has occurred, each employee will be considered to have worked his or her normal schedule, and the traded time will not be considered in calculating hours for overtime for the substituting employee. The arrangement for trading time and payback is left to the two employees involved. Key points of a shift swap/time trade for hours that would not be overtime for the substituting employee include:
    a. The employee's decision to substitute must be freely made, and without coercion, direct or implied, so the request is exclusively for the scheduled employee's convenience. The regulations note, an employer may suggest an employee substitutes or "trades time" with another employee working in the same capacity during regularly scheduled hours, but each employee must be free to refuse to perform such work without sanction and without being required to explain or justify the decision.
    b. The employer must be aware and approve of the substitution beforehand, thus the county must know what work is being done, by whom it is being done, and where and when it is being done.
4. The statutory exception to the FLSA's general overtime requirement does not exempt the employer from minimum wage requirements of the FLSA, and the employer is required to pay additional compensation to the substitute employee if his or her total weekly earnings divided by the total hours worked (both scheduled and as a substitute employee for one or more scheduled employees) fall below the FLSA required minimum wage. The employer can remain in compliance with the FLSA minimum wage requirements without paying any additional wages by denying any shift substitution requests that might drop the substitute employee's hourly wages below the minimum wage.

1001:2 REQUIREMENTS FOR AUTHORIZATION

1. The Battalion Chief or Captain will approve shift substitution request that satisfy the requirements of the policy.
2. No shift substitution shall be allowed that might drop the substitute employee's hourly wages below the minimum wage.
3. All requests by an employee to substitute for another employee on a scheduled shift must be approved by the Battalion Chief or Captain of the shift of the scheduled employee.
4. The request must be submitted electronically through the current County timekeeping program. The substitute employee must accept the request and the Supervisor must approve the request.
5. Except in the case of an unforeseen emergency, requests must be submitted at least 72 hours prior to the start time of the substitution.
6. A shift substitution due to an unforeseen emergency may be approved by the Battalion Chief or Captain for the shift of the scheduled employee less than 72 hours prior to the start time of the substitution approval and prior to that start time if the other provisions of this authorization are satisfied.
7. The Battalion Chief or Captain shall approve or deny the request within 24 hours of receipt and promptly inform the employees.
8. Dates of an approved shift substitution may only be changed with written approval of both employees and the Battalion Chief or Captain for the shift of the scheduled employee.
9. Emergency Medical Technicians (EMTs) are only allowed to substitute for EMTs. Paramedics are only allowed to substitute for Paramedics or Provisional Paramedics. Provisional Paramedics are only allowed to substitute for Paramedics or Provisional Paramedics Firefighter/EMTs are only allowed to substitute for Firefighter/EMTs. Firefighter/Paramedics are only allowed to substitute for Firefighter/Paramedics.
10. Only full-time positions are permitted to substitute for a full-time scheduled employee. At no time will an OPS employee be allowed to participate in a shift substitution as either a scheduled employee or as a substitute employee or otherwise for a full-time employee or another OPS employee.
11. Employees are prohibited from paying another employee to work any portion of their shift.
12. There is no FLSA or County requirement that the scheduled employee pay back the substitute employee for the substitution, by reciprocal substitution or otherwise. That is a matter left to the scheduled employee and the substitute employee to resolve.
13. For all shift substitutions, a maximum of six (6) scheduled employees (EMTs, Paramedics, Provisional Paramedics, FF/EMT, FF/Paramedic) can be replaced by substitute employees on any given shift day.These numbers may be adjusted at the sole discretion of the Deputy Chief for large in-county events (i.e. 12 Hours of Sebring race).
14. Shift substitutions will be approved on a first come, first served basis through the chain of command approval process. Off-duty Supervisors and Public Safety Administration shall not be contacted to obtain approval for any shift substitution request.

15. No employee shall work more than 48 consecutive hours during any 72-hour period due to a shift substitution.
16. A shift substitution for an employee reporting late to work shall not be allowed.
17. The substitute employee must contact any other employee who may be affected by late arrival of the substitute employee. Contact shall be made in each and every case and shall be prior to or as early in the shift as possible. If the employee being relieved is unable or unwilling to stay over and cover for the substitute employee on the substitute shift or his or her next scheduled shift, the substitute employee shall bear the sole responsibility to contact another employee to report early for him or her as to allow the substitute employee to arrive on time for the substitute shift or his or her next scheduled shift (including scheduled overtime shifts).
18. In the event a substitute employee becomes sick or injured while on a substitute shift, the substitute employee will be shown as on duty at the time of the sickness or injury and will be paid as a scheduled employee for those hours from the time of occurrence. The scheduled employee will be contacted and given the option of reporting to duty, providing another substitute employee or being charged annual leave or sick leave, if applicable.
19. For the purpose of this authorization, an emergency is an unexpected incapacitating illness, injury or hospitalization. Documented proof of such occurrence will be required.

Secondary Employment Form

Form is available at this time by contacting Human Resources

Performance Evaluation Forms

Form is available at this time by contacting Human Resources

Employee Warning Report Form

Form is available at this time by contacting Human Resources

Annual Leave Payout Form

Form is available at this time by contacting Human Resources

Employee Bid Form

Form is available at this time by contacting Human Resources

Educational Assistance Form

Form is available at this time by contacting Human Resources

Grievance Form

Form is available at this time by contacting Human Resources

Employee Referral Form

Form Guidelines

1. The referring employee must be in a regular full-time position in a paid status or on an approved leave of absence from the Board to be eligible to participate
2. The referring employee must not be on any form of written correction action six (6) months prior and up to the time of payment.
3. The referral cannot be submitted before the position is posted. The referred candidate must be hired within 180 days, (6) months, of the initial referral date.
4. All referrals must be submitted to Human Resources on a candidate referral form. The first employee to refer a candidate will be the only referring employee eligible for payment.
5. An eligible candidate is one who is interviewed and hired, not just presented for consideration.
6. The candidate must be a new employee, and not currently or previously employed with the County.
7. All referrals expire six (6) months from submission date. You may refer the same person again once the referral expires.
8. There is no limit to the number of times an employee can qualify for an award if they refer more than one person who is hired. However, only one employee will be awarded per candidate hire.
9. Positions eligible for this program must be determined to be "hard-to-fill" positions. The following factors should be considered when designating a position to be "hard-to-fill":
    - How critical the position is to the Board's operations and mission.
    - Lack of success of recent efforts to recruit candidates and retain employees in like positions.
    - Employment trends and labor-market factors that may affect the Board's ability to recruit candidates for similar positions.
    - Recent turnover in similar positions.
    - Special or unique competencies required for the position.
10. Once the candidate is hired as a result of a referral and has completed a successful probationary period of six (6) months, Human Resources will process the referral on file with the amount as follows:
    - Personal leave equivalent to $500 or;
    - One (1) time payment of $500.
11. The referral program operates in accordance with the following program requirements:
    - Administration may designate a position as "hard-to-fill": (1) before the position is posted; (2) after 30 days of unqualified applicants of an already posted position or; (3) after unsuccessful interviews of posted position.
    - Both the referring employee and the referred candidate must be employed by the County when any referral is paid to receive the referral amount.

- The hiring process will be fair and consistent with County policy and procedures, with no bias for or against candidates whose selection might make another employee eligible for a referral amount.
- The Board reserves the right to amend or discontinue the Employee Referral Program without notice.
- Personal time off must be scheduled with supervisory approval and at a time mutually convenient to the employee and the department. ☐ Unused personal hours may carry-over.
- Compensation for unused personal hours shall not be paid when an employee separates employment whether administratively, voluntarily, or involuntarily.

Employee Referral Form

Form is available at this time by contacting Human Resources

Special Annual Leave Payout Form

Form is available at this time by contacting Human Resources

Temporary Remote Work Agreement

Form is available at this time by contacting Human Resources

DEFINITIONS

Alternate Duty - Allows eligible employees to perform some work which is beneficial to the County when they are unable to perform the duties of their regular position; only for those employees covered by Workers' Compensation Leave.

Compensatory Time - Permits eligible hourly employees to take time off at the overtime rate (1.5) for each hour of work in excess of 40 hours during one workweek (in lieu of overtime pay).

Compressed Workweek - A full-time (40 hour) work schedule condensed into a 4-day workweek (e.g. four 10-hour days)

Corrective Action/Disciplinary Procedure - May include any or all of the following in an attempt to provide employees with notice of deficiency and an opportunity to improve: verbal warning, documented counseling, written warning, suspension, involuntary demotion, and/or termination.

County Administrator – The chief executive officer who reports to the elected governing Board of County Commissioners. The Assistant County Administrator will act as the County Administrator's Designee unless otherwise stated. County Administrator may be substituted with County Administrator or Designee throughout this manual.

Designee Pay - When an employee performs duties not part of the normal duties of their classification, the employee may receive a temporary increase. Usually designated for the purpose of filling in for the absence of a lead worker or Supervisor.

Educational Assistance - To provide reimbursement of tuition, books, lab fees, and registration fees of qualified courses to eligible employees, allowing them to enhance their ability to serve the public interest of the citizens of Highlands County.

Exempt Employee - An employee in this classification is not subject to the minimum wage and overtime requirements of the US Fair Labor Standards Act; and as such, is not required to fill out hourly time records and must be paid on a salary basis.

Flextime - A work schedule that permits flexibility in starting and quitting times without altering the required number of work hours in a given period (e.g. in a workweek) and usually specifies a core period of the day during which all employees must be scheduled.

Full-time Employee – Typically an employee working 40 or more hours per workweek.

Grievance Procedure - The opportunity to participate in an objective process to settle disputes regarding corrective actions.

Harassment - Verbal, nonverbal, or physical conduct that denigrates or shows hostility or aversion toward an individual because of his or her race, color, religion, gender, sex, national origin, age or disability, or that of his or her relatives, friends or associates, and that (1) has the purpose or effect of creating an intimidating, hostile, or offensive working environment; (2) has the purpose or effect of unreasonably interfering with an individual's work performance; or (3) otherwise adversely affects an individual's employment opportunities.

Hourly Employee - An employee in this classification is subject to the minimum wage and overtime compensation requirements of the US Fair Labor Standards Act; and as such, is required to fill out hourly time records.

Immediate Family – Bereavement. Defined as the spouse or the grandparents, parents, brothers, sisters, children, and grandchildren of either the employee or the spouse. An employee may also be granted this leave for the death of a person with loco parentis standing with the employee, i.e., a person who has been in the position or place of a parent.

Immediate Family - Family & Medical Leave Policy - Spouse, child under age 18 or incapable of self-care due to a mental or physical disability (biological, adopted, and/or foster), and parent (biological and/or 'in loco parentis').

Immediate Family - Sick Leave Policy - Defined as the spouse or the grandparents, parents, brothers, sisters, and children of either the employee or spouse.

Incentive Pay - Incentive pay will not increase an employee's base pay and will only be effective for a 12 month period.

Overtime Pay – Non-emergency personnel. Pay for eligible hourly employees at an overtime rate (1.0 or 1.5) of pay for all hours worked in excess of 40 hours during one workweek. If an employee uses any form of leave during a workweek (sick, vacation, etc.), their rate of pay will be one times their regular rate of pay, up to 40 hours.

Overtime Pay – Fire Rescue (single certification / EMS only) - All hours worked in excess of 40 hours in a work week will be paid at time-and-one-half (1.5 X normal hourly rate). Annual leave, sick leave, administrative leave (except for line of duty court appearances) and holiday hours paid are not considered to be hours worked for computation of overtime pay.

Overtime Pay – Fire Rescue (dual certification) – Pay at the rate of one and one-half (1.5) times the normal hourly rate will be paid for each hour worked in excess of 106 hours during a 14-day work period (applied as 53 hours in each 7-day period). Annual leave, sick leave, administrative leave (except for line of duty court appearances) and holiday hours paid are not considered hours worked for computation of overtime pay.

Part-time Employee - Typically, an employee working less than 40 hours per week.

Performance Evaluation - An appraisal written by a Supervisor about an employee's work performance, which includes praise for accomplishments, recommendations for improvement, and an action plan of goals for both the employee and Supervisor for the next assessment period.

Probationary Employee - An individual who has not completed initial probation.

Reduction in Workforce - The abolishment of Board-approved full and/or part-time positions due to operational needs, re-organization, lack of work, outsourcing of functions, shortage of funds, or other reasons deemed appropriate by the Board; not intended to be a short-term adjustment.

Regular Employee - An individual who is employed as a part-time or full-time employee in a Board-approved position.

Relative - Hiring Policy/Nepotism - An individual who is related to the employee as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister.

Salaried Employee - See exempt employee.

Seasonal Employee – An individual who is hired by a department, primarily to work during one season. These employees normally work regularly scheduled hours throughout the season, and may also work sporadically during other special events throughout the year.

Secondary Employment - An employee holding a regular full-time or Board-approved position who also holds another employment position outside the County.

Sexual Harassment - Unwelcome, one-sided attention, sexual advances, requests for sexual favors, or other unwanted verbal or physical conduct of a sexual nature that may come from Supervisors, managers, coworkers, citizens, or other individuals in the workplace or at any County-sponsored activity, program, party or trip whether at the work site or not - regardless of the gender of the parties involved.

Sick Leave Pool - A voluntary fund of donated sick leave which has been established to provide limited additional sick leave benefits to participating members in the case of serious personal illness or injury.

Standby Duty - Assigned to certain hourly employees holding positions which are restricted to a designated location or premises in order to provide coverage for services and to handle emergencies during off-duty hours.

Student Intern – An individual who is provided with the opportunity for practical, real-world work experience to help them transition into a future professional career. These individuals may work either regularly scheduled hours, or unscheduled irregular hours throughout the course of their internship.

Temporary Employee - An individual who is hired either part-time or full-time for a limited period, not to exceed six months of employment. These employees may be hired to work on special projects, during peak workloads, and/or to cover employee absences due to FMLA, workers' compensation, or other leaves of absence. These employees are not eligible for paid absences, vacations and holidays.

Transfer - Moving to another position in the same or lower salary range or from one location to another; may be of a voluntary or involuntary basis.

Uniform - Clothing issued, or required to be worn, by the Board; or any clothing with an affixed County logo and/or wording that indicates, or could be interpreted to indicate, that the individual is or may be a Board employee.

INDEX

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Table 8: Summary of Manual Revisions

Approval Date	Section	Title	Summary	Resolution
09/20/2019	Full Manual	Manual Adopted	Adoption of New Manual	15-16-118
10/18/2016	305:5	Emergency Medical Services	Updates related to number and pay of provisional paramedics and revisions to FTO section	16-17-07
10/18/2016	501:6	Sick Leave Reimbursement	4. Death: annual leave removed and replaced with sick leave	16-17-07
05/16/2017	205	Citizen Relations	Relocated to Policy 901. Remaining policies renumbered.	16-17-77
05/16/2017	206	Use of Communication Systems and Technology	Relocated to Policy 301. Remaining policies renumbered.	16-17-77
05/16/2017	206 (new)	Americans with Disabilities Nondiscrimination Policy	Delineated between ADA and employment and County programs. ADA and County programs is in Policy 904.	16-17-77
05/16/2017	209	Limited English Proficiency	Relocated to Policy 903. Remaining policies renumbered.	16-17-77
05/16/2017	300	Electronic Systems, Technology, and Communications	Incorporated recently adopted Electronic Messages and Social Media Policies into this section of the Manual. Remaining policies renumbered.	16-17-77
05/16/2017	405:5	Hazmat and Technical Rescue Pay	Section added to address Hazmat and Technical Rescue Pay. Policy reflects current practice.	16-17-77
05/16/2017	609:1	Bereavement	Clarified time granted for bereavement leave. Converted days into hours	16-17-77

Approval Date	Section	Title	Summary	Resolution
			to make it equitable for 8, 10 and 24 hour employees.	
05/16/2017	705:8	Maximum Rate of Pay	Provided clarification for employees that exceeded the max rate of pay for their new pay range at the time the Evergreen study was implemented	16-17-77
05/16/2017	900	Access to County Programs	Added new section to address requirements of Federal grant programs.	16-17-77
05/16/2017	902	Title VI / Nondiscrimination	New section to address requirements of Federal grant programs.	16-17-77
05/16/2017	903	Limited English Proficiency	Relocated from Policy 209 and expanded to address requirement of Federal grant programs.	16-17-77
05/16/2017	904	Americans with Disabilities	Added new section to address requirements of Federal grant programs.	16-17-77
01/02/2018	410:1	Supplemental Workforce	Clarified approval level for temporary employees for a period of 6 months or greater.	17-18-33
01/02/2018	604:1	Holidays	Added to mandatory holiday duty for EMS to be paid if they are required to work on a scheduled holiday	17-18-33
01/02/2018	803:3	Grievances	Changed the word hearing to meeting and deleted publicly noticed	17-18-33
01/02/2018	609:2	Court Appearances	Changed pay for regular hours worked to say pay for up to 8 regular hours worked per day to be consistent with bereavement pay	17-18-33

Approval Date	Section	Title	Summary	Resolution
01/02/2018	1001	EMS Shift Trade / Substitution	Added policy on EMS Shift Substitution	17-18-33
04/17/2018	509	Referral Award Program	Added section to policy 500	17-18-59
08/21/2018	904	Americans with Disabilities	Added sections 904:1, grievance procedures & 904:2, notice	17-18-97
08/21/2018	410:1	Supplemental Workforce	Added eligibility of paid absences, vacation and holidays to OPS employees approved by the Board for longer than six (6) months w/approval of the County Administrator	N/A
03/19/2019	903:1	Limited English Proficiency Plan	Changed data in section 1, 2 and 3.	18-19-80
09/17/2019	601:3 603:2	Earning Sick and Annual Leave	Deleted column in table, specified personnel for each table	N/A
12/03/2019	004:1	Employment Records	Clarified maintenance responsibility for volunteer Fire Rescue files	19-20-034
12/03/2019	005:01	General Provisions	Updated reference to Safety Handbook	19-20-034
12/03/2019	302:2(a)	Electronic Messages	Updated paragraph 2 to include other platforms supported by IT	19-20-034
12/03/2019	403:2	Original Appointment	Provided consistence in document pertaining to training status pay	19-20-034
12/03/2019 12/17/2019	405:2	Pay Grades	Added a new section related to pay grades. Section was corrected on 12/17/2019.	19-20-034
12/03/2019	405:6	Hazmat & Technical Rescue Pay	Updated department references	19-20-034

Approval Date	Section	Title	Summary	Resolution
12/03/2019	405:7	EMS Services	Updated to reflect Fire Rescue transition	19-20-034
12/03/2019	405:7	Fire Services	Deleted. Combined with 405:6.	19-20-034
12/03/2019	406:1	General Provisions	Updated to include FLSA for Fire Rescue 7k rule	19-20-034
12/03/2019	503:3	Meal and Break Periods	Updated for Fire Rescue	19-20-034
12/03/2019 12/17/2019	504:1	Overtime	Updated for Fire Rescue. Section was corrected on 12/17/2019.	19-20-034
12/03/2019	504:2	Compensatory Time	Permits Comp Time for Fire Rescue effective 1/1/2019	19-20-034
12/03/2019	504:3	Shift Differential (EMS Only)	Deleted section	19-20-034
12/03/2019	506:1	General Provision	Clarified time period for pay corrections	19-20-034
12/03/2019	508:2	Employee of the Quarter	Clarified process for employee of the quarter	19-20-034
12/03/2019	604:1	General Provisions	Standardized language for Fire Rescue	19-20-034
12/03/2019	604:2	Floating Holiday	Added new policy for floating holiday	19-20-034
12/03/2019 12/17/2019	703:1	General Provisions	Added language pertaining to shift schedules. Section was corrected on 12/17/2019.	19-20-034
12/03/2019	1001:2	Requirements for Authorization	Updated language to reflect new Fire Rescue structure	19-20-034
4/7/2020	505:2	Temporary Remote Work Policy	Added remote work policy for emergency declarations	
4/7/2020	603:3	Special Annual Leave Sale	Added ability for County Administrator to authorize Special Annual Leave Sale	

Approval Date	Section	Title	Summary	Resolution
			during emergency declarations	
12/15/2020	705	Pay Raises	Clean up of language regarding discipline and eligibility for COLA and Merit-based increases.	20-21-55

Policy On Board Appointments

The efficient operation of government is dependent upon the input of citizens on committees, boards and commissions (hereafter known as 'committees"). Our Board of County Commissioners (hereafter known as "Board") structure allows us to receive input from citizens on how we can better serve our community. With that in mind, we strive to look for highly qualified individuals who represent a diverse cross-section of our community to serve as committee members.

This policy shall not apply to membership on boards where membership qualifications and terms are specifically set by State law and/or ordinance except for the procedures outlined for filling vacancies (procedures 1-3)

The Board hereby establishes the following guidelines:

1. When a committee or board includes appointed alternate members, attendance for such alternate members shall consist of an appearance at all duly noticed committee or board meetings.
2. Board members and alternate members shall inform department head/staff liaison as soon as possible before a meeting when he or she has a possible conflict of interest, which would restrict their participation in the board's meeting.
3. When a vacancy occurs, the alternate members shall be given priority consideration for appointment to a board (based on seniority), unless specific requirements for that vacancy (e.g., occupation or district) prohibits that consideration.
4. A member of the public may serve on no more than three (3) committees simultaneously provided only one of the boards shall have final decision making authority. All persons being considered for a committee position will be an elector of Highlands County. Each committee member shall be limited to two (2) consecutive terms of service and must not have served for one (1) year to be eligible for (re)appointment.

The Board hereby establishes the following procedures:

1. Approximately two months before any vacancies occur, the Department Head/staff liaison assigned to the committee shall notify the Board of County Commissioners in writing of the upcoming vacancies. The vacancies shall be advertised to the public.
2. Persons may submit an application to the County Administrator's office for consideration on future appointments. The County Administrator shall keep a current file of all applicants and make such names available to the Board for their consideration. Applications will be kept in an active file for a period of two years.
3. All appointments to committees shall be made by the Board of County Commissioners. If a current committee member wishes to be reappointed, they will be asked to submit an application. When there are a sufficient number of volunteers, all qualified candidates' names will be submitted to the Board of County Commissioners for consideration.
4. After the Board has appointed a member to a committee, the new member shall be notified in writing. The letter shall state the term of office for each appointed member.
5. The Department Head/staff liaison assigned to the committee will be responsible for obtaining the required oath of office and briefing the new member on the requirements of Government in the Sunshine, Public Records laws, the Florida Constitution, Code of Conduct, and requirements on reporting any gifts.
6. The County Administrator or designee shall be responsible for the preparation of a new member package to acquaint each new member with standard operating procedures.

7. With each position that is determined to be an office, a completed “Dual Office Holding Questionnaire” shall be attached to the application to prevent possible appointment of someone to a “Dual Office” who already holds an office. (“Dual Office” as provided for in s.5(a), Art.II of the State Constitution)

8. The County Administrator’s office shall be responsible for notification to the Ethics Commission of all members of the committees. The County Administrator shall also keep and maintain the official list of all members with the dates of term expirations.

9. The Department Head/staff liaison assigned to each committee shall be responsible for the professional input and analysis in addition to administrative functions of the committee, which includes:

a) notices of meetings,
b) minutes of meetings,
c) agendas typing in accordance with directions from the chairman,
d) gathering of materials and copying for the committee.

10. Each Department Head/staff liaison assigned to a committee is responsible for keeping the attendance records of the members. When a member’s attendance drops below the 50% mark in a six-month period, or three absences in a row in a six-month period accrue without reasonable explanation, the Department Head/staff liaison shall notify the member in writing and request notice of the member’s intentions. Upon receipt of the member’s response, the Department Head/ staff liaison will submit a report to the Board of County Commissioners for its consideration and possible removal of the member.

11. Whenever a committee or board feels a need to make a recommendation or report to the Board of County Commissioners, the Department Head/staff liaison assigned to the committee will be responsible for scheduling the meeting on the Board’s agenda and submitting the documents for the Board’s consideration.

12. Changes in any policy or procedure by the Board of County Commissioners shall be submitted to all committee members by the Department Head/staff liaison assigned to the committee.

13. If a committee member finds a need to be removed from an appointed position, a written resignation is requested by the Board for documentation purposes.

Approved by the Highlands County Board of County Commissioners
March 13, 2012

BY LAWS

CHILDREN'S SERVICES COUNCIL

OF HIGHLANDS COUNTY

Updated 11/17/2020

The Children's Services Council (Council) is a **standing advisory committee** appointed by the Highlands County Board of County Commissioners (BOCC) for the purpose of meeting the needs of children in Highlands County.

Its rules of procedure follow the Board of County Commissioners' Policy on Appointments to Boards and Committees, as amended from time to time. These include compliance with the Florida Government in the Sunshine Law, the Public Meetings Procedures and the Public Records Law.

Certain specific By-Laws have been adopted by the Council as listed below.

I Mission

The mission of the Children's Services Council is to identify and advocate for children's needs, recognize gaps in services, and design ways to improve coordination and communication throughout Highlands County to improve the lives of our children and families.

II Goals

1. To identify gaps in programs/services based upon data and to seek out new initiatives based on those gaps.
2. To coordinate the sharing of information among the service community attending to the needs of children in Highlands County
3. To advocate to the BOCC on behalf of children and their families to address issues which impact children

III. Membership

The Council will follow the BOCC Policy on Board Appointments unless otherwise detailed herein.

A. The membership of the Children's Services Council will be comprised of voting and non-voting members as described below.

i. Voting Members: ten (10) members appointed by the Board of County Commissioners. The membership shall include the superintendent of schools; a local school board member; the district administrator from the appropriate district of the Department of Children and Families, or his or her designee who is a

member of the Senior Management Service or of the Selected Exempt Service; one member of the County governing body; and the judge assigned to juvenile cases. The other five members will be representative of all geographic areas, of various groups of citizens, and of varied services available to children and youth.

ii. Non-Voting Members: non-voting members will be encouraged to attend all Council meetings, participate fully in the discussions, and assist the Council in fulfilling its mission.

a. one (1) full time county staff member designated as Executive Director of the Council;

b. public officials, representatives of the Highlands County Sheriff's Office, and representatives of the Highlands County Health Department;

c. any honorary members the Board of County Commissioners chooses to name; and

d. a representative from the Champion for Children Foundation may serve as an ex-officio member of the Children's Services Council.

B. Attendance

When a voting member's attendance drops below 50%, or three consecutive absences accrue without explanation, the Executive Director shall submit a report to the Highlands County Board of County Commissioners to consider removing that member from the Council.

C. Nominations

The Executive Director of the Council will notice any recruitment needs or vacancies to the BOCC. The Council leadership team (Executive Director, Chair and Vice Chair) will review the resumes of citizens interested in serving on the Council and recommend nominee names and credentials to the Children's Services Council Board for approval and submission to the BOCC, pursuant to the Board of County Commissioners' Policy on Appointments to Boards and Committees.

D. Terms

Voting Member appointments will be made for a term of three (3) years. Pursuant to the BOCC Policy on Board Appointments, any current member who wishes to be reappointed to a board, will be asked to submit a new application.

E. Officers

Officers will include a Chair and Vice Chair. If allowed by the Board of County Commissioners, county staff will provide secretarial services and will maintain public records.

The officers will be selected by the Council during each year's fourth (4th) quarter and will assume the duties of their offices in January. The term as an officer will be for one (1) year, but officers may succeed themselves.

IV. Standing Committees

Standing committees of the Children's Services Council include:

- Children's Advocacy Center Advisory Committee
- Healthy Families Advisory Committee

Additional committees can be created/dissolved as needed by recommendation of the Children's Service Council voting members.

V. Meetings

The Council will meet at least quarterly. A quorum will be established when a minimum of 50% of the voting members of the Council are present. No official action shall take place in the absence of a quorum. All actions of the Council shall be by majority vote of the voting members present.

The official year of the Council will extend from January 1 to December 31.

All meetings of the Council and its committees shall be publically noticed and minutes promptly recorded and open to public inspection pursuant to Section 286.011, Florida Statutes.

Adopted by the Children's Services Council on this 16 day of September, 2020.

Adopted by the Highlands County Board of County Commissioners on Tuesday, November 17th, 2020.

Select Year: 2019 Go

The 2019 Florida Statutes

Title XI	Chapter 125	View Entire Chapter
COUNTY ORGANIZATION AND INTERGOVERNMENTAL RELATIONS	COUNTY GOVERNMENT	

125.901 Children's services; independent special district; council; powers, duties, and functions; public records exemption.—

(1) Each county may by ordinance create an independent special district, as defined in ss. 189.012 and 200.001(8)(e), to provide funding for children's services throughout the county in accordance with this section. The boundaries of such district shall be coterminous with the boundaries of the county. The county governing body shall obtain approval, by a majority vote of those electors voting on the question, to annually levy ad valorem taxes which shall not exceed the maximum millage rate authorized by this section. Any district created pursuant to the provisions of this subsection shall be required to levy and fix millage subject to the provisions of s. 200.065. Once such millage is approved by the electorate, the district shall not be required to seek approval of the electorate in future years to levy the previously approved millage.

(a) The governing body of the district shall be a council on children's services, which may also be known as a juvenile welfare board or similar name as established in the ordinance by the county governing body. Such council shall consist of 10 members, including: the superintendent of schools; a local school board member; the district administrator from the appropriate district of the Department of Children and Families, or his or her designee who is a member of the Senior Management Service or of the Selected Exempt Service; one member of the county governing body; and the judge assigned to juvenile cases who shall sit as a voting member of the board, except that said judge shall not vote or participate in the setting of ad valorem taxes under this section. If there is more than one judge assigned to juvenile cases in a county, the chief judge shall designate one of said juvenile judges to serve on the board. The remaining five members shall be appointed by the Governor, and shall, to the extent possible, represent the demographic diversity of the population of the county. After soliciting recommendations from the public, the county governing body shall submit to the Governor the names of at least three persons for each vacancy occurring among the five members appointed by the Governor, and the Governor shall appoint members to the council from the candidates nominated by the county governing body. The Governor shall make a selection within a 45-day period or request a new list of candidates. All members appointed by the Governor shall have been residents of the county for the previous 24-month period. Such members shall be appointed for 4-year terms, except that the length of the terms of the initial appointees shall be adjusted to stagger the terms. The Governor may remove a member for cause or upon the written petition of the county governing body. If any of the members of the council required to be appointed by the Governor under the provisions of this subsection shall resign, die, or be removed from office, the vacancy thereby created shall, as soon as practicable, be filled by appointment by the Governor, using the same method as the original appointment, and such

appointment to fill a vacancy shall be for the unexpired term of the person who resigns, dies, or is removed from office.

(b) However, any county as defined in s. 125.011(1) may instead have a governing body consisting of 33 members, including: the superintendent of schools, or his or her designee; two representatives of public postsecondary education institutions located in the county; the county manager or the equivalent county officer; the district administrator from the appropriate district of the Department of Children and Families, or the administrator's designee who is a member of the Senior Management Service or the Selected Exempt Service; the director of the county health department or the director's designee; the state attorney for the county or the state attorney's designee; the chief judge assigned to juvenile cases, or another juvenile judge who is the chief judge's designee and who shall sit as a voting member of the board, except that the judge may not vote or participate in setting ad valorem taxes under this section; an individual who is selected by the board of the local United Way or its equivalent; a member of a locally recognized faith-based coalition, selected by that coalition; a member of the local chamber of commerce, selected by that chamber or, if more than one chamber exists within the county, a person selected by a coalition of the local chambers; a member of the early learning coalition, selected by that coalition; a representative of a labor organization or union active in the county; a member of a local alliance or coalition engaged in cross-system planning for health and social service delivery in the county, selected by that alliance or coalition; a member of the local Parent-Teachers Association/Parent-Teacher-Student Association, selected by that association; a youth representative selected by the local school system's student government; a local school board member appointed by the chair of the school board; the mayor of the county or the mayor's designee; one member of the county governing body, appointed by the chair of that body; a member of the state Legislature who represents residents of the county, selected by the chair of the local legislative delegation; an elected official representing the residents of a municipality in the county, selected by the county municipal league; and 4 members-at-large, appointed to the council by the majority of sitting council members. The remaining 7 members shall be appointed by the Governor in accordance with procedures set forth in paragraph (a), except that the Governor may remove a member for cause or upon the written petition of the council. Appointments by the Governor must, to the extent reasonably possible, represent the geographic and demographic diversity of the population of the county. Members who are appointed to the council by reason of their position are not subject to the length of terms and limits on consecutive terms as provided in this section. The remaining appointed members of the governing body shall be appointed to serve 2-year terms, except that those members appointed by the Governor shall be appointed to serve 4-year terms, and the youth representative and the legislative delegate shall be appointed to serve 1-year terms. A member may be reappointed; however, a member may not serve for more than three consecutive terms. A member is eligible to be appointed again after a 2-year hiatus from the council.

(c) This subsection does not prohibit a county from exercising such power as is provided by general or special law to provide children's services or to create a special district to provide such services.

(2)(a) Each council on children's services shall have all of the following powers and functions:

1. To provide and maintain in the county such preventive, developmental, treatment, and rehabilitative services for children as the council determines are needed for the general welfare of the county.

2. To provide such other services for all children as the council determines are needed for the general welfare of the county.

3. To allocate and provide funds for other agencies in the county which are operated for the benefit of children, provided they are not under the exclusive jurisdiction of the public school system.

4. To collect information and statistical data and to conduct research which will be helpful to the council and the county in deciding the needs of children in the county.

5. To consult and coordinate with other agencies dedicated to the welfare of children to the end that the overlapping of services will be prevented.

6. To lease or buy such real estate, equipment, and personal property and to construct such buildings as are needed to execute the foregoing powers and functions, provided that no such purchases shall be made or building done unless paid for with cash on hand or secured by funds deposited in financial institutions. Nothing in this subparagraph shall be construed to authorize a district to issue bonds of any nature, nor shall a district have the power to require the imposition of any bond by the governing body of the county.

7. To employ, pay, and provide benefits for any part-time or full-time personnel needed to execute the foregoing powers and functions.

(b) Each council on children's services shall:

1. Immediately after the members are appointed, elect a chair and a vice chair from among its members, and elect other officers as deemed necessary by the council.

2. Immediately after the members are appointed and officers are elected, identify and assess the needs of the children in the county served by the council and submit to the governing body of each county a written description of:

a. The activities, services, and opportunities that will be provided to children.

b. The anticipated schedule for providing those activities, services, and opportunities.

c. The manner in which children will be served, including a description of arrangements and agreements which will be made with community organizations, state and local educational agencies, federal agencies, public assistance agencies, the juvenile courts, foster care agencies, and other applicable public and private agencies and organizations.

d. The special outreach efforts that will be undertaken to provide services to at-risk, abused, or neglected children.

e. The manner in which the council will seek and provide funding for unmet needs.

f. The strategy which will be used for interagency coordination to maximize existing human and fiscal resources.

3. Provide training and orientation to all new members sufficient to allow them to perform their duties.

4. Make and adopt bylaws and rules and regulations for the council's guidance, operation, governance, and maintenance, provided such rules and regulations are not inconsistent with federal or state laws or county ordinances.

5. Provide an annual written report, to be presented no later than January 1, to the governing body of the county. The annual report shall contain, but not be limited to, the following information:

a. Information on the effectiveness of activities, services, and programs offered by the council, including cost-effectiveness.

b. A detailed anticipated budget for continuation of activities, services, and programs offered by the council, and a list of all sources of requested funding, both public and private.

c. Procedures used for early identification of at-risk children who need additional or continued services and methods for ensuring that the additional or continued services are received.

d. A description of the degree to which the council's objectives and activities are consistent with the goals of this section.

e. Detailed information on the various programs, services, and activities available to participants and the degree to which the programs, services, and activities have been successfully used by children.

f. Information on programs, services, and activities that should be eliminated; programs, services, and activities that should be continued; and programs, services, and activities that should be added to the basic format of the children's services council.

(c) The council shall maintain minutes of each meeting, including a record of all votes cast, and shall make such minutes available to any interested person.

(d) Members of the council shall serve without compensation, but shall be entitled to receive reimbursement for per diem and travel expenses consistent with the provisions of s. 112.061.

(3)(a) The fiscal year of the district shall be the same as that of the county.

(b) On or before July 1 of each year, the council on children's services shall prepare a tentative annual written budget of the district's expected income and expenditures, including a contingency fund. The council shall, in addition, compute a proposed millage rate within the voter-approved cap necessary to fund the tentative budget and, prior to adopting a final budget, comply with the provisions of s. 200.065, relating to the method of fixing millage, and shall fix the final millage rate by resolution of the council. The adopted budget and final millage rate shall be certified and delivered to the governing body of the county as soon as possible following the council's adoption of the final budget and millage rate pursuant to chapter 200. Included in each certified budget shall be the millage rate, adopted by resolution of the council, necessary to be applied to raise the funds budgeted for district operations and expenditures. In no circumstances, however, shall any district levy millage to exceed a maximum of 0.5 mills of assessed valuation of all properties within the county which are subject to ad valorem county taxes.

(c) The budget of the district so certified and delivered to the governing body of the county shall not be subject to change or modification by the governing body of the county or any other authority.

(d) All tax money collected under this section, as soon after the collection thereof as is reasonably practicable, shall be paid directly to the council on children's services by the tax collector of the county, or the clerk of the circuit court if the clerk collects delinquent taxes.

(e)1. All moneys received by the council on children's services shall be deposited in qualified public depositories, as defined in s. 280.02, with separate and distinguishable accounts established specifically for the council and shall be withdrawn only by checks signed by the chair of the council and countersigned by either one other member of the council on children's services or by a chief executive officer who shall be so authorized by the council.

2. Upon entering the duties of office, the chair and the other member of the council or chief executive officer who signs its checks shall each give a surety bond in the sum of at least $1,000 for each $1 million or portion thereof of the council's annual budget, which bond shall be conditioned that each shall faithfully discharge the duties of his or her office. The premium on such bond may be paid by the district as part of the expense of the council. No other member of the council shall be required to give bond or other security.

3. No funds of the district shall be expended except by check as aforesaid, except expenditures from a petty cash account which shall not at any time exceed $100. All expenditures from petty cash shall be recorded on the books and records of the council on children's services. No funds of the council on children's services, excepting expenditures from petty cash, shall be expended without prior approval of the council, in addition to the budgeting thereof.

(f) Within 10 days, exclusive of weekends and legal holidays, after the expiration of each quarter annual period, the council on children's services shall cause to be prepared and filed with the governing body of the county a financial report which shall include the following:

1. The total expenditures of the council for the quarter annual period.
2. The total receipts of the council during the quarter annual period.
3. A statement of the funds the council has on hand, has invested, or has deposited with qualified public depositories at the end of the quarter annual period.
4. The total administrative costs of the council for the quarter annual period.

(4)(a) Any district created pursuant to this section may be dissolved by a special act of the Legislature, or the county governing body may by ordinance dissolve the district subject to the approval of the electorate.

(b)1.a. Notwithstanding paragraph (a), the governing body of the county shall submit the question of retention or dissolution of a district with voter-approved taxing authority to the electorate in the general election according to the following schedule:

(I) For a district in existence on July 1, 2010, and serving a county with a population of 400,000 or fewer persons as of that date. . . . . 2014.

(II) For a district in existence on July 1, 2010, and serving a county with a population of 2 million or more persons as of that date, unless the governing body of the county has previously submitted such question voluntarily to the electorate for a second time since 2005,. . . . . 2020.

b. A referendum by the electorate on or after July 1, 2010, creating a new district with taxing authority may specify that the district is not subject to reauthorization or may specify the number of years for which the initial authorization shall remain effective. If the referendum does not prescribe terms of reauthorization, the governing body of the county shall submit the question of retention or dissolution of the district to the electorate in the general election 12 years after the initial authorization.

2. The governing body of the district may specify, and submit to the governing body of the county no later than 9 months before the scheduled election, that the district is not subsequently subject to reauthorization or may specify the number of years for which a reauthorization under this paragraph shall remain effective. If the governing body of the district makes such specification and submission, the governing body of the county shall include that information in the question submitted to the electorate. If the governing body of the district does not specify and submit such information, the governing body of the county shall resubmit the question of reauthorization to the electorate every 12 years after the year prescribed in subparagraph 1. The governing body of the district may recommend to the governing body of the county language for the question submitted to the electorate.

3. Nothing in this paragraph limits the authority to dissolve a district as provided under paragraph (a).

4. Nothing in this paragraph precludes the governing body of a district from requesting that the governing body of the county submit the question of retention or dissolution of a district with voter-approved taxing authority to the electorate at a date earlier than the year prescribed in subparagraph 1. If the governing body of the county accepts the request and submits the question to the electorate, the governing body satisfies the requirement of that subparagraph.

If any district is dissolved pursuant to this subsection, each county must first obligate itself to assume the debts, liabilities, contracts, and outstanding obligations of the district within the total millage

available to the county governing body for all county and municipal purposes as provided for under s. 9, Art. VII of the State Constitution. Any district may also be dissolved pursuant to part VII of chapter 189.

(5) After or during the first year of operation of the council on children's services, the governing body of the county, at its option, may fund in whole or in part the budget of the council on children's services from its own funds.

(6) Any district created pursuant to the provisions of this section shall comply with all other statutory requirements of general application which relate to the filing of any financial reports or compliance reports required under part III of chapter 218, or any other report or documentation required by law, including the requirements of ss. 189.015, 189.016, and 189.08.

(7)(a) Each county may by ordinance create a dependent special district within the boundaries of the county for the purpose of providing preventive, developmental, treatment, and rehabilitative services for children. The district is authorized to seek grants from state, federal, and local agencies and to accept donations from public and private sources, provided that the district complies with the provisions of paragraphs (1)(a) and (2)(b), and provided that the district has a budget that requires approval through an affirmative vote of the governing body of the county or may be vetoed by the governing body of the county.

(b) If the provisions of a county charter relating to the membership of the governing board of a dependent special district conflict with paragraph (1)(a), a county may by ordinance create a dependent special district within the boundaries of the county for the purpose of providing preventive, developmental, treatment, and rehabilitative services for children and the district shall be authorized to seek grants from state, federal, and local agencies and to accept donations from public and private sources, provided that the district complies with the provisions of paragraph (2)(b), and provided that the district has a budget that requires approval through an affirmative vote of the governing body of the county or may be vetoed by the governing body of the county.

(8) It is the intent of the Legislature that the funds collected pursuant to the provisions of this section shall be used to support improvements in children's services and that such funds shall not be used as a substitute for existing resources or for resources that would otherwise be available for children's services.

(9) Two or more councils on children's services may enter into a cooperative agreement to share administrative costs, including, but not limited to, staff and office space, if a more efficient or effective operation will result. The cooperative agreement shall include provisions on apportioning costs between the councils, keeping separate and distinct financial records for each council, and resolving any conflicts that might arise under the cooperative agreement.

(10) Two or more councils on children's services may enter into a cooperative agreement to seek grants, to accept donations, or to jointly fund programs serving multicounty areas. The cooperative agreement shall include provisions for the adequate accounting of separate and joint funds.

(11) Personal identifying information of a child or the parent or guardian of the child, held by a council on children's services, juvenile welfare board, or other similar entity created under this section or by special law, or held by a service provider or researcher under contract with such entity, is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. This exemption applies to such information held before, on, or after the effective date of this exemption.

History.—ss. 1, 2, 3, 4, 5, ch. 86-197; s. 26, ch. 89-379; s. 30, ch. 90-288; s. 825, ch. 95-147; s. 2, ch. 97-255; s. 12, ch. 99-8; s. 141, ch. 2001-266; s. 1, ch. 2002-238; s. 1, ch. 2004-86; s. 5, ch. 2004-484; s. 24, ch. 2008-4; s. 1, ch. 2009-151; s. 33, ch. 2010-210; s. 35, ch. 2014-19; s. 5, ch. 2014-22; s. 3, ch. 2015-79; s. 68, ch. 2017-116; s. 25, ch. 2017-151.

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Public Schools in Highlands County, Florida

Government Offices (/government-offices/) > Public Schools (/public-schools/) > Florida (/fl-public-schools/) > Highlands County (/fl-highlands-county-public-schools/)

There are **23 Public Schools** in Highlands County, Florida, serving a population of **100,177 people** in an area of **1,017 square miles**. There is **1 Public School per 4,355 people**, and **1 Public School per 44 square miles**.

In Florida, Highlands County is ranked **48th of 67 counties** in Public Schools per capita, and **47th of 67 counties** in Public Schools per square mile.

List of Highlands County Public Schools

Find Highlands County, Florida public schools, including charter schools, k-12, elementary, middle, and high schools.

Alternative Unlimited Drop Back In Academy (/alternative-unlimited-drop-back-in-academy-sebring-fl-c9c/)
426 School Street
Sebring, FL

Avon Elementary School (/avon-elementary-school-avon-park-fl-c9d/)
705 West Winthrop Street
Avon Park, FL

Avon Park High School (/avon-park-high-school-avon-park-fl-c9b/)
700 East Main Street
Avon Park, FL

Avon Park Middle School (/avon-park-middle-school-avon-park-fl-c9e/)
401 South Lake Avenue
Avon Park, FL

Avon Primary School (/avon-primary-school-avon-park-fl-c9f/)
242 South Boulevard
Avon Park, FL

Cracker Trail Elementary School (/cracker-trail-elementary-school-sebring-fl-8ad/)
8200 Sparta Road
Sebring, FL

Fred Wild Elementary School (/fred-wild-elementary-school-sebring-fl-8a5/)
3550 Youth Care Lane
Sebring, FL

Highlands Virtual Instruction Program (/highlands-virtual-instruction-program-sebring-fl-77c/)
426 School Street
Sebring, FL

Highlands Youth Academy (/highlands-youth-academy-avon-park-fl-763/)
242 South Boulevard
Avon Park, FL

Hill-Gustat Middle School (/hill-gustat-middle-school-sebring-fl-8a9/)
4700 Schumacher Road
Sebring, FL

Lake Country Elementary School (/lake-country-elementary-school-lake-placid-fl-8ab/)
516 County Road 29
Lake Placid, FL

Lake Placid Elementary School (/lake-placid-elementary-school-lake-placid-fl-8a0/)
101 Green Dragon Drive
Lake Placid, FL

Lake Placid High School (/lake-placid-high-school-lake-placid-fl-8a2/)
202 Green Dragon Drive
Lake Placid, FL

Lake Placid Middle School (/lake-placid-middle-school-lake-placid-fl-8a1/)
201 South Tangerine Drive
Lake Placid, FL

Last Chance Ranch School (/last-chance-ranch-school-venus-fl-a76/)
122 Ranch House Road
Venus, FL

Memorial Elementary School (/memorial-elementary-school-avon-park-fl-8ae/)
867 Memorial Drive
Avon Park, FL

Park Elementary School (/park-elementary-school-avon-park-fl-8a3/)
327 East Palmetto Street
Avon Park, FL

Sebring High School (/sebring-high-school-sebring-fl-8a4/)
3514 Kenilworth Boulevard
Sebring, FL

Sebring Middle School (/sebring-middle-school-sebring-fl-8aa/)
500 East Center Avenue
Sebring, FL

Sun 'N Lake Elementary School (/sun-n-lake-elementary-school-sebring-fl-8a8/)
4515 Ponce De Leon Boulevard
Sebring, FL

The Academy At Youth Care Lane (/the-academy-at-youth-care-lane-sebring-fl-8a7/)
4121 Youth Care Lane
Sebring, FL

The Kindergarten Learning Center (/the-kindergarten-learning-center-sebring-fl-8a6/)
3560 US Highway 27 South
Sebring, FL

Woodlawn Elementary School (/woodlawn-elementary-school-sebring-fl-8ac/)
817 Woodlawn Drive
Sebring, FL

About Highlands County Public Schools

Highlands County Public Schools are tuition-free, publicly funded schools that are legally required to accept and provide an education to all children from Kindergarten age through Grade 12 in Highlands County, FL. Each of the fifty state constitutions includes a requirement for the provision of a Public School system, and each state, including Florida, also has a compulsory education law that requires school-age children to attend school.

You may contact Public Schools for questions about:

- Highlands County Public School calendars
- Admissions policies and enrollment
- Highlands County school district
- Academics and school curriculum
- School buses and transportation

Highlands County Public School Statistics

Find Highlands County Public School Enrollment and Educational Attainment (Age 25+). Data Source: U.S. Census Bureau; American Community Survey, 2018 ACS 5-Year Estimates (https://www.census.gov/programs-surveys/acs).

Highlands County Public School Enrollment

	Highlands County	Florida

	Highlands County	Florida
Nursery & Preschool Enrollment	630 (64.1%)	162,336 (55.4%)
Kindergarten Enrollment	817 (93.7%)	194,401 (84.9%)
Elementary School Enrollment (Grades 1-4)	3,510 (93.4%)	807,900 (87.6%)
Elementary School Enrollment (Grades 5-8)	4,112 (91.0%)	815,801 (87.1%)
High School Enrollment (Grades 9-12)	3,294 (94.6%)	878,530 (89.1%)

Highlands County Educational Attainment (Age 25+)

	Highlands County	Florida
Less than 9th Grade Education	4,634 (5.9%)	723,824 (4.9%)
9-12th Grade (No Diploma)	7,276 (9.3%)	1,045,665 (7.1%)
High School Graduate (Including Equivalency)	29,677 (38.0%)	4,231,678 (28.8%)

Public Schools near Highlands County

Use My Location

Avon Park (/avon-park-fl-public-schools/)

Lake Placid (/lake-placid-fl-public-schools/)

Sebring (/sebring-fl-public-schools/)

Venus (/last-chance-ranch-school-venus-fl-a76/)

Okeechobee County (/fl-okeechobee-county-public-schools/)

Glades County (/fl-glades-county-public-schools/)

DeSoto County (/fl-desoto-county-public-schools/)

Hardee County (/fl-hardee-county-public-schools/)

Polk County (/fl-polk-county-public-schools/)

Other Highlands County Offices

- Army Corps of Engineers (/sebring-army-corps-of-engineers-sebring-fl-fe1/)
- Army Recruiters (/sebring-florida-army-recruiter-sebring-fl-64c/)
- Colleges (/fl-highlands-county-colleges/)
- Departments of Education (/sebring-hendry-county-department-of-education-sebring-fl-227/)
- Private Schools (/fl-highlands-county-private-schools/)
- Public Schools (/fl-highlands-county-public-schools/)
- Unemployment Offices (/heartland-workforce-highlands-one-stop-career-center-sebring-fl-d80/)

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CountyOffice.org (/)

Private Schools in Highlands County, Florida

Government Offices (/government-offices/) > Private Schools (/private-schools/) > Florida (/fl-private-schools/) > Highlands County (/fl-highlands-county-private-schools/)

There are **8 Private Schools** in Highlands County, Florida, serving a population of **100,177 people** in an area of **1,017 square miles**. There is **1 Private School per 12,522 people**, and **1 Private School per 127 square miles**.

In Florida, Highlands County is ranked **25th of 67 counties** in Private Schools per capita, and **37th of 67 counties** in Private Schools per square mile.

List of Highlands County Private Schools

Find Highlands County, Florida private schools, including independent, parochial, religious and non-religious affiliated charter schools, boarding schools, Christian schools, preparatory prep schools, accredited private k-12, middle schools, and high schools.

American Heritage Private School (/american-heritage-private-school-lake-placid-fl-b8f/)
140 Dunty Road
Lake Placid, FL

Central Florida Academy (/central-florida-academy-avon-park-fl-b91/)
111 East Pine Street
Avon Park, FL

Highlands University Preparatory School (/highlands-university-preparatory-school-sebring-fl-b92/)
1160 Persimmon Avenue
Sebring, FL

Lake Placid Christian School (/lake-placid-christian-school-lake-placid-fl-b94/)
148 East Interlake Boulevard
Lake Placid, FL

Lakeview Christian School (/lakeview-christian-school-lake-placid-fl-b95/)
503 Kent Avenue
Lake Placid, FL

Parkview Pre-K (/parkview-pre-k-avon-park-fl-b98/)
507 Rich Street
Avon Park, FL

St Catherine Catholic School (/st-catherine-catholic-school-sebring-fl-b99/)
747 South Franklin Street
Sebring, FL

Walker Memorial Academy (/walker-memorial-academy-avon-park-fl-b9a/)
1525 West Avon Boulevard
Avon Park, FL

About Highlands County Private Schools

Highlands County Private Schools are schools that provide all or some portion of Kindergarten through 12th grade education, but they do not operate as part of a public school district in Highlands County, FL. Private Schools are largely funded through tuition and student fees, though they may also be supported by grants and private contributions. Some Private Schools may receive a small amount of public funding, such as Florida Department of Education grants for school building renovations. Private Schools have selective admissions and can choose who may enroll as a student. Public Schools, in contrast, are subject to compulsory education laws that requires Florida State to provide education to all children.

You may contact Private Schools for questions about:

- Highlands County Private School enrollment and applications
- School tuition, financial aid, and scholarship opportunities
- Highlands County private school curriculum
- College admission rates
- Highlands County private school test scores

Highlands County Private School Statistics

Find Highlands County Private School Enrollment and Educational Attainment (Age 25+). Data Source: U.S. Census Bureau; American Community Survey, 2018 ACS 5-Year Estimates (https://www.census.gov/programs-surveys/acs).

Highlands County Private School Enrollment

	Highlands County	Florida
Nursery & Preschool Enrollment	353	130,857
Kindergarten Enrollment	55 (6.3%)	34,646 (15.1%)
Elementary School Enrollment (Grades 1-4)	250 (6.6%)	113,925 (12.4%)
Elementary School Enrollment (Grades 5-8)	407 (9.0%)	120,499 (12.9%)
High School Enrollment (Grades 9-12)	189 (5.4%)	107,923 (10.9%)

Highlands County Educational Attainment (Age 25+)

	Highlands County	Florida
Less than 9th Grade Education	4,634 (5.9%)	723,824 (4.9%)
9-12th Grade (No Diploma)	7,276 (9.3%)	1,045,665 (7.1%)
High School Graduate (Including Equivalency)	29,677 (38.0%)	4,231,678 (28.8%)

Private Schools near Highlands County

Use My Location

Avon Park (/avon-park-fl-private-schools/)

Lake Placid (/lake-placid-fl-private-schools/)

Sebring (/sebring-fl-private-schools/)

Okeechobee County (/fl-okeechobee-county-private-schools/)

Glades County (/agape-christian-academy-moore-haven-fl-b10/)

DeSoto County (/heritage-baptist-church-arcadia-fl-a20/)

Hardee County (/fl-hardee-county-private-schools/)

Polk County (/fl-polk-county-private-schools/)

Other Highlands County Offices

Army Corps of Engineers (/sebring-army-corps-of-engineers-sebring-fl-fe1/)

Army Recruiters (/sebring-florida-army-recruiter-sebring-fl-64c/)

Colleges (/fl-highlands-county-colleges/)

Departments of Education (/sebring-hendry-county-department-of-education-sebring-fl-227/)

Private Schools (/fl-highlands-county-private-schools/)

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HIGHLANDS COUNTY



Community Health Assessment

December 2020 - December 2025

What is Health Equity?

We want everyone in our community to achieve health equity. “Health equity means that everyone has a fair and just opportunity to be as healthy as possible. This requires removing obstacles to health such as poverty, discrimination, and their consequences, including powerlessness and lack of access to good jobs with fair pay, quality education and housing, safe environments, and health care.”
- *Robert Wood Johnson Foundation*

Florida HEALTH Highlands County

Adopted 12/2020

Table of Contents

A Special Thanks... 3
Who we are... 4
Summary... 5

1. Methodology... 5
2. Community Input... 5
3. Marketing... 5

Demographics & Socioeconomics... 6

1. Population... 6
2. Gender, Race, & Ethnicity... 6
3. Life Expectancy... 7
4. Economic Characteristics... 8

Mortality & Morbidity... 11

1. Health Ranking... 11
2. Causes of Death... 12
3. Behavioral Risk Factors... 12
4. Reportable & Infectious Disease... 14
5. Maternal & Child Health... 15
6. Social & Mental Health... 17

Healthcare Resources... 18

1. Shortage areas... 18
2. Medicaid... 18
3. Uninsured/Underinsured... 18

Health Disparities... 19
Mobilizing for Action through Planning and Partnerships... 20

1. Phase 1: Organize for Success & Partnership Development... 20
2. Phase 2: Visioning... 20
3. Phase 3: Four MAPP Assessments... 20
4. Phase 4: Identify Strategic Issues... 25
5. Phase 5: Goals & Strategies... 26
6. Phase 6: Action Cycle... 26

Implementation & Monitoring... 26

1. Dissemination Plan... 26
2. Roles & Responsibilities... 27
3. Data Sources... 27

Revisions... 28
Appendices... 29

Appendix A – 2019 Community Health Survey... 29
Appendix B – Behavioral Risk Factors Surveillance System Profile... 42
Appendix C – Data Sources... 45

A Special Thanks…

We would like to extend a sincere thank you to our multiple community partners, residents, non-profit organizations, health care professionals, school representatives, and many other community members and organizations who have tirelessly lent their support throughout this process.

Their valuable input and expertise provided not only representative voices from the community, but also credibility to a foundation from which our leaders and the community can continue to collaborate in addressing health care needs in Highlands County. Through these partnerships we can develop and implement community projects; create built environments; and advocate for the implementation of policies to improve local health outcomes.



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Who we are

The Florida Department of Health in Highlands County (Highlands CHD) provides a range of services to the residents of our community – from promoting healthy lifestyles and protecting the health of our residents through disease investigations and immunizations or serving as a local provider for residents. We are committed to the organizational mission of protecting, promoting, and improving the health of all people in Florida through integrated state, county and community efforts.

Public health depends on partnerships, and as a community, Highlands County has demonstrated a commitment to build and maintain a strong public health network. We have many examples of community coalitions that work together to improve health and quality of life for our residents. I am proud of our dedicated, highly trained, and experienced public health workforce who are ready to respond to a range of public health emergencies.

Mary Kay Burns, MBA, BSN, RN
Health Officer DeSoto/Highlands

Summary

The National Public Health Accreditation standards require that the Florida Department of Health (DOH) together with all local health departments complete a Community Health Assessment (CHA) every five years. Regular assessments allow community partners to look for health trends in the community, to set goals, and define plans to meet the needs of the community and special populations. The CHA Steering Committee began a multi-phase plan in March of 2019. The assessment included collection and review of various community data indicators: socioeconomic data, a community health assessment survey, focus groups, stakeholder interviews, data analysis, and community collaboration. The final phase of the CHA includes identification of strategic issues that will guide the Community Health Improvement Plan (CHIP) and will address health related matters identified in multiple areas.

1. Methodology

Generally, the health of a community is measured by the physical, mental, environmental, and social wellbeing of its residents. Due to the complex determinants of health, the Community Health Needs Assessment is driven by both quantitative and qualitative data collecting and analysis from primary and secondary data sources. In March of 2019, the Highlands CHD Senior Leadership Team and core members from AdventHealth met to determine timelines and methodology. Mobilizing for Action through Planning and Partnerships (MAPP) was the method selected to complete the CHA process.

2. Community Input

To determine the community's perspectives on priority community health and quality of life issues related to health care, surveys were used to collect input from community members at large and health care providers. The core of the community's input or perspective into the health needs of Highlands County is represented within the survey data analysis and within the Community Themes & Strengths Assessment. In addition, members of the CHA steering committee, provided input in their field of expertise throughout the process. Members used email, surveys, conference calls, and in-person meetings to communicate monthly throughout this process.

3. Marketing

The group sought to include input from all residents of Highlands County. To ensure that this goal was met, the group used the following tools/techniques:

- Branding: Promotional materials and plan to include logo, QR code, and predetermined color scheme.
- Outreach: To reach various populations throughout the community, the group chose to take a boots-on-the-ground approach. Members from Highlands CHD and AdventHealth took i-pads and hard copy surveys to locations such as retirement communities, food banks, churches, and health fairs. Community partners were also encouraged to share the survey link via Facebook posts.
- Technology: The survey was developed using SurveyMonkey and made available through computer, tablet, and smartphone technology. A QR code was also available on printed materials to link individuals directly to the survey.

Demographics & Socioeconomics

As population dynamics change over time, so do the health and healthcare needs of a community. It is therefore, important to periodically review key demographic and socioeconomic indicators to understand current health issues and anticipate future health needs. These indicators should be a primary consideration when designing and developing any system of care. This section provides a brief overview of some of the characteristics and trends that make Highlands County unique in comparison to the state of Florida.

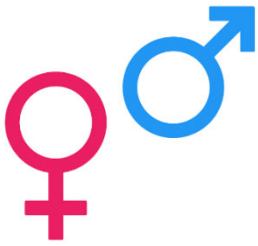
Social and economic factors describe five elements—education, employment, income, family and social support, and community safety—that all contribute to health long before illness occurs. These elements affect a wide range of health, functioning, and quality-of-life outcomes and risks. Public health research has established that many Americans face circumstances that have made them vulnerable to poor health and therefore experience avoidable differences in health and quality of life. It is now understood that "medical care alone cannot adequately improve health overall or reduce health disparities without also addressing social, economic and environmental conditions which exert significant influences on health in the immediate future and over their life course.

1. Population

Highlands County is in south central Florida and is adjacent to the following counties: Charlotte, DeSoto, Glades, Hardee, Okeechobee, and Polk. The county's largest communities are Avon Park, Lake Placid, and Sebring; with Sebring serving at the county seat. Unincorporated communities within the county include Brighton, Cornwell, Fort Basinger, Lorida, Palmdale, Placid Lakes, Spring Lake, Sylvan Shores, and Venus. Highlands County has a far lower population density as compared to the state; 97.2 persons per square mile to the state's 350.6 persons. While still considered rural, the county's population continues to grow. Between 2010 and 2019 the population increased by 7.5 percent. The latest estimate from the US Census Bureau (07/2019) reports the population for Highlands County as 106,221.

2. Gender, Race, & Ethnicity

According to the most recent U. S. Census data, Highlands County has a larger proportion of older residents than the state. In Florida, 20.9 percent of the total population were aged 65 and older whereas in Highlands County that age group constitutes 36.0% percent of the population. This is important to note because the healthcare needs of working and aging residents tend to require a broad spectrum of services, in areas of primary prevention as well as secondary and tertiary care for emerging chronic health conditions.



FEMALE: 51.1%

MALE: 48.9%

AGE %	0 to 4	5 to 17	18 to 24	25 to 34	35 to 44	45 to 54	55 to 64	65 +
	4.56%	13.65%	4.94%	9.67%	8.75%	9.77%	13.35%	35.31%

The U.S. Census Bureau 2019 estimate shows 85.4 percent of the Highlands County population as Caucasian, 10.5 percent African American, with the remainder at fractional percentages representing Asian, American Indian and Alaska Native, Native Hawaiian and Other Pacific Islander, or two or more races. Some 21.1 percent of residents identified themselves as Hispanic or Latino. The estimates of Highlands County's racial and ethnic makeup are shown below.

Percentage of population by race, 2019		
Race	**Highlands Rate**	**Florida Rate**
Caucasian	85.4%	77.3%
African American	10.5%	16.9%
American Indian & Alaska Native	0.7%	0.5%
Asian	1.5%	3.0%
Native Hawaiian & Pacific Islander	0.1%	0.1%
Two or more races	1.8%	2.2%

Ethnicity in Florida is broken out separately from race. For ethnicity, individuals must designate themselves as Hispanic/Latino or Non- Hispanic/Latino; people in both of those groups can identify as white, black, or other non-white. In Highlands County, 20.8 percent of residents identify as Hispanic or Latino. This is a 2.6 percent increase since 2013; however, Highlands County remains well below the state average of 26.1 percent.

3. Life Expectancy

The relationship between socioeconomic levels, living standards, health status, quality of life, and life expectancy have been scientifically proven for centuries. There is a well-established statistical association existing between income level and educational attainment which, consequently, leads to healthier communities and populations.

The 2019 Vital Statistics Annual Report shows that Highlands County residents, without regard for racial classification, have an average life expectancy of 79.8 years, whereas the state average life expectancy is 80.0 years Due to the small amount of data present, no ethnicity data is available and race is only divided into three categories: African American, 77.7 years; Caucasian, 80.1 years; and Hispanic, 83.7 years.

CHART P-1: YEARS OF LIFE EXPECTANCY AT BIRTH, BY RACE, ETHNICITY AND GENDER, FOR FLORIDA RESIDENTS AND UNITED STATES TOTAL, CENSUS YEARS 1970-2000 AND 2009-2019

	FLORIDA							UNITED STATES			
		WHITE[1]		BLACK[1]		HISPANIC[2]					
YEAR	TOTAL	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	TOTAL	WHITE[1]	BLACK[1]	HISPANIC[2]
1970	71.0	68.4	76.8	58.9	68.4	NA	NA	70.9	71.1	NA	NA
1980	74.3	71.2	79.4	63.2	72.8	NA	NA	73.7	74.4	68.0	NA
1990	76.3	73.5	81.1	64.4	73.8	NA	NA	75.4	76.1	69.1	NA
2000	77.8	75.5	81.5	69.6	75.7	NA	NA	76.8	77.3	71.8	NA
2009	80.2	77.6	83.4	73.8	79.7	80.3	86.5	78.6	78.8	74.7	81.1
2010	79.8	77.4	82.9	74.3	79.8	81.1	86.5	78.7	78.9	75.1	81.2
2011	79.8	77.4	82.9	74.2	79.9	80.3	85.8	78.7	79.0	75.3	81.4
2012	80.0	77.7	82.9	74.5	80.5	80.5	85.6	78.8	79.1	75.5	81.6
2013	80.0	77.8	83.0	74.7	80.6	80.9	85.7	78.8	79.1	75.5	81.6
2014	80.0	77.6	83.0	75.1	80.8	80.5	86.1	78.8	79.0	75.6	81.8
2015	79.8	77.4	83.0	74.6	80.8	80.3	86.1	78.8	78.7	75.1	82.0
2016	79.6	77.1	82.7	74.7	80.4	80.1	86.0	78.7	78.9	75.3	81.8
2017	79.6	77.0	82.7	74.5	80.9	80.3	85.9	78.6	78.8	75.3	81.8
2018	79.8	77.4	82.8	74.7	80.7	80.8	86.6	NA	NA	NA	NA
2019	80.1	77.6	83.1	74.7	80.9	81.1	86.9	NA	NA	NA	NA

1. Regardless of ethnicity.
2. Regardless of race

4. Economic Characteristics

a. Income

Many studies have indicated a strong link between income and health. A 2016 study suggests that a dollar increase in minimum wage above the federal level was associated with a 1–2% decrease in low birthweight births and a 4% decrease in infant deaths. Lower income is a strong predictor of poor health, including increased risk for cardiovascular and other chronic diseases, higher rates of preterm or low birthweight infants and increased mortality.

Poor families and individuals are most likely to live in unsafe homes and neighborhoods, often with limited access to healthy foods, employment options and quality schools, thereby exacerbating poor health. In addition, living in poverty that results from lack of income can induce high levels of stress that can lead to physical and mental health issues. The household income for all races in Highlands County is estimated to be $36,374 in comparison to Florida's average of $50,883. There are differences in median household income within racial groups at the county and state levels. The median income for Caucasians is $38,269; for African Americans, $25,800; and for Hispanics, $27,544. Of note, the African American median income is 33.21 percent below the Caucasian median income. These differences are depicted below.

Median household income, by Race				
Year	Caucasian		African American	
	Highlands	Florida	Highlands	Florida
2018	$37,314.00	$53,267.00	$25,426.00	$39,586.00
2017	$38,296.00	$53,357.00	$25,800.00	$37,280.00
2016	$37,253.00	$51,444.00	$26,176.00	$35,722.00
2015	$36,108.00	$50,308.00	$26,045.00	$34,664.00
2014	$36,523.00	$50,002.00	$27,652.00	$34,467.00
2013	$36,014.00	$49,641.00	$27,663.00	$34,282.00

Median household income, by Ethnicity				
Year	Hispanic		Non-Hispanic	
	Highlands	Florida	Highlands	Florida
2018	$26,699.00	$58853.00	$41,374.00	$58,853.00
2017	$27,544.00	$44,196.00	$40,381.00	$56,032.00
2016	$25,781.00	$41,909.00	$39,027.00	$53,904.00
2015	$26,814.00	$40,851.00	$37,369.00	$52,510.00
2014	$27,917.00	$40,712.00	$37,540.00	$52,147.00
2013	$27,434.00	$40,629.00	$37,250.00	$51,783.00

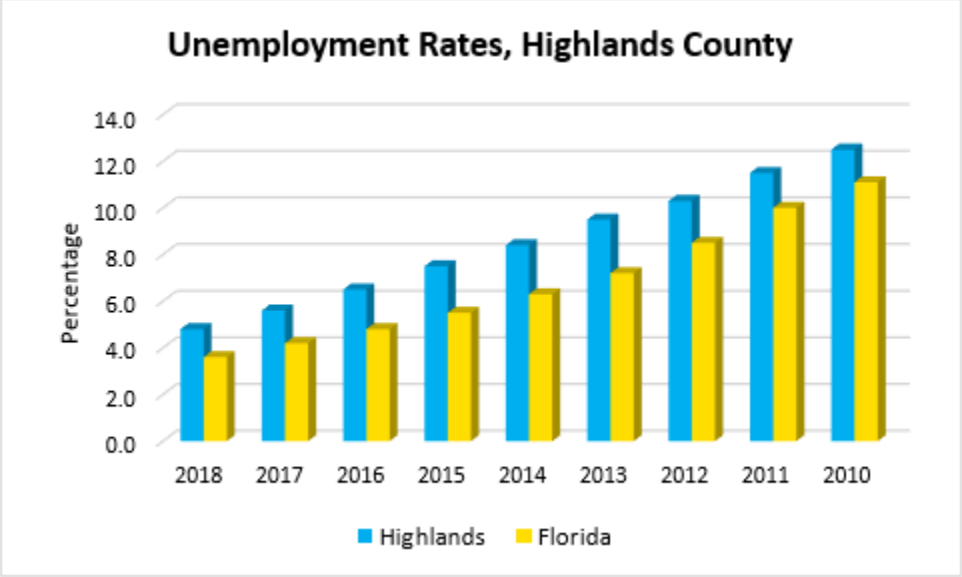
b. Poverty

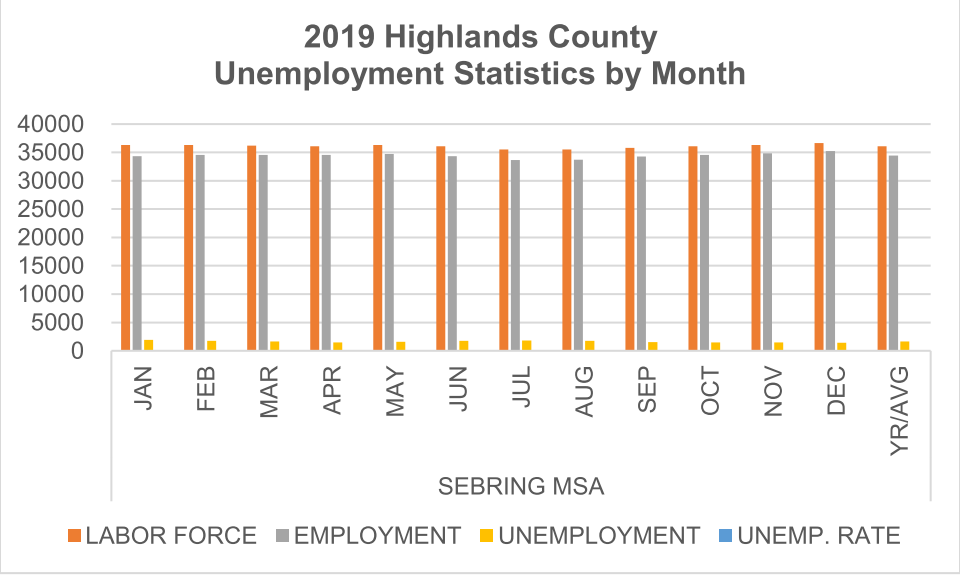
According to data from the U. S. Census Bureau, the poverty rate for all individuals was higher in Highlands County than the state of Florida in 2019. While the state rate was 12.7 percent, the rate in the county was 20.8 percent. Regarding children living in poverty, the rates for Highlands County were higher than the state rate at 34.0 and 20.6 percent. Over one-third of the individuals living in poverty in the county are under the age of 18.

c. *Employment*

The working poor are defined as people who spend 27 weeks or more in a year in the labor force either working or looking for work, but whose incomes fall below the poverty level. Employment, regardless of income, provides benefits that can support healthy lifestyle choices.

Employment is linked to economic stability and a decrease in poverty, as well as an increase in food security, educational opportunities and access to stable and quality housing. Recent data on employment in Highlands County and the state of Florida is derived from the Florida Research and Economic database and FL CHARTS. The unemployment rate in the county continues to decline much like that of the state rate. While recent rates are at a historical low, the Highlands County unemployment rate is consistently higher than the state. As of the most recent data released in 2018, Highlands County (4.8) unemployment is 1.2 percent above the state rate (3.6).





Among working residents in Highlands County, the two most common sectors of employment are Education & Health Services and Trade/Transportation/Utilities. Other major employment sectors are Government, Natural Resources & Mining, and Leisure & Hospitality. The top five Private and Public Employers include:



Private Employers

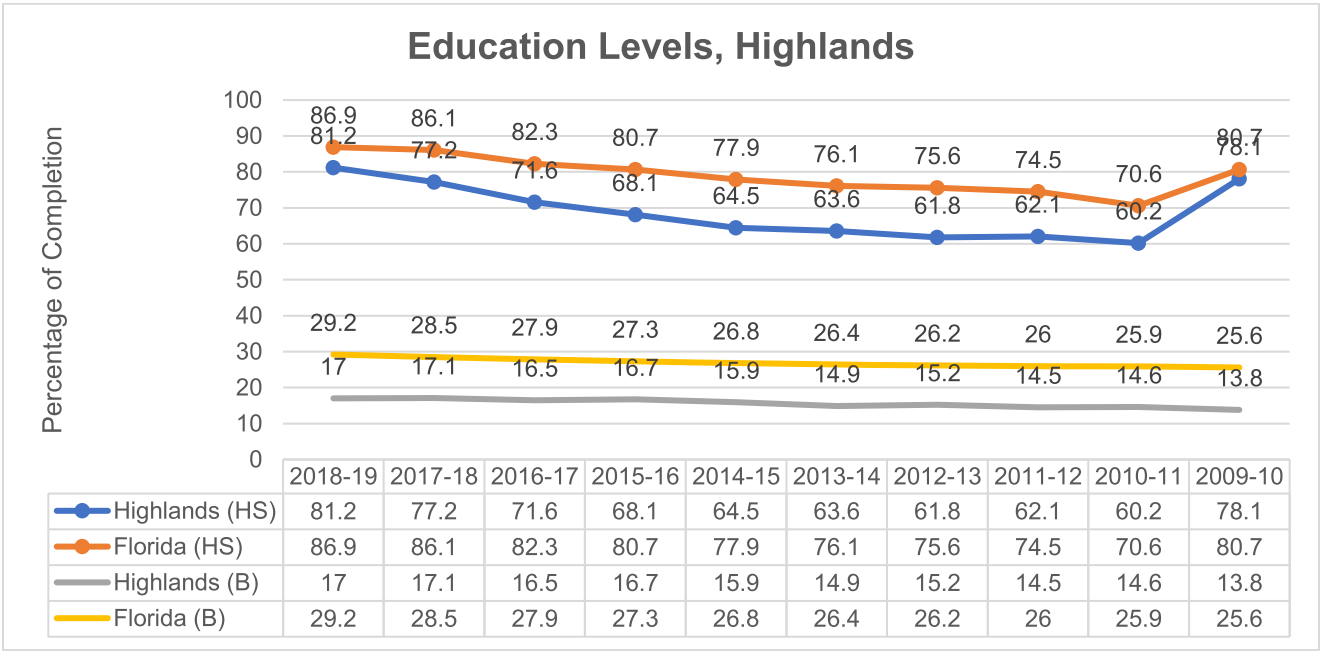
- AdventHealth
- Walmart
- The Results Company
- Publix
- Alan Jay Automotive Network

Public Employers

- Highlands County School Board
- South Florida State College
- Highlands County Sheriff's Office
- Board of County Commissioners

d. Education

Better educated individuals live longer, healthier lives than those with less education, even when controlling for factors such as income. College graduates live an estimated nine years longer than individuals who have not completed high school. They also have fewer chronic conditions, better employment opportunities and higher incomes. Each additional year of schooling leads to about 11% more income annually. Furthermore, higher educational attainment can lead to a greater sense of control over one's life, can improve social standing and social networks, and is linked to better health.



	2018-19	2017-18	2016-17	2015-16	2014-15	2013-14	2012-13	2011-12	2010-11	2009-10
Highlands (HS)	81.2	77.2	71.6	68.1	64.5	63.6	61.8	62.1	60.2	78.1
Florida (HS)	86.9	86.1	82.3	80.7	77.9	76.1	75.6	74.5	70.6	80.7
Highlands (B)	17	17.1	16.5	16.7	15.9	14.9	15.2	14.5	14.6	13.8
Florida (B)	29.2	28.5	27.9	27.3	26.8	26.4	26.2	26	25.9	25.6

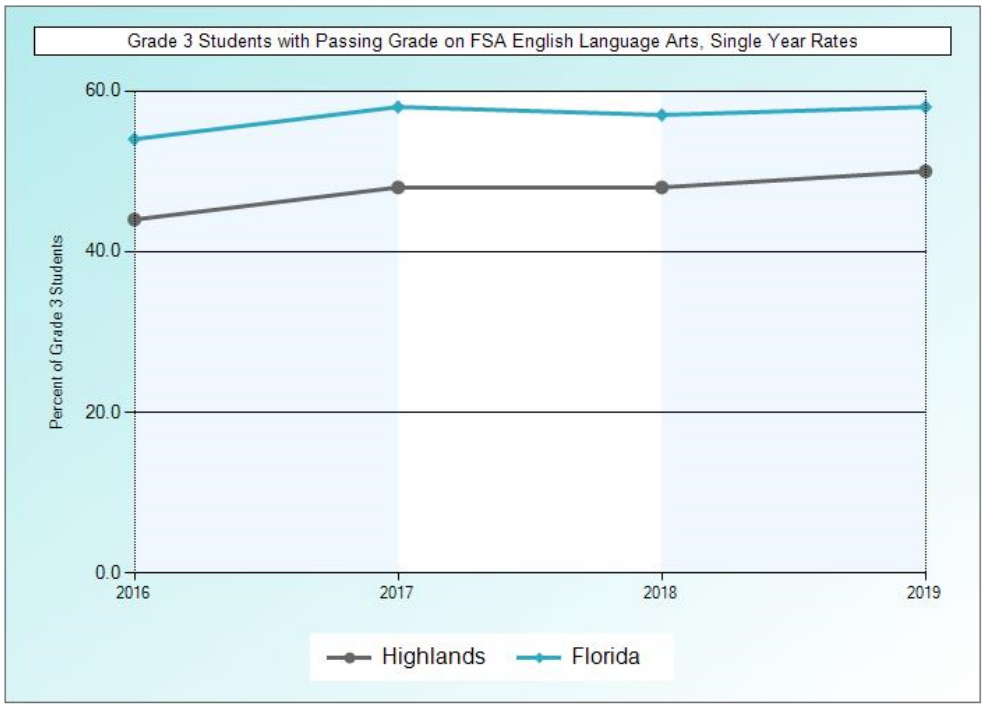
(B) = Bachelor's Degree or higher (HS) = High School graduate or higher

From 2009 – 2016 Highlands County had seen a steady sixty percent range in high school graduation rates. Starting with the 2016 school year, the district moved into the seventy percent range. Highlands experienced an 81.2 percent result for the 2018-2019 year which was 21 percent increase since 2010. Also, the 2018-2019 year ushered in the eighty percent range as well.

Data are for school years (September-June) and Florida's high school graduation rate is the percentage of students who graduated within four years of their initial enrollment in ninth grade, not counting deceased students or students who transferred out to attend another public school outside the system, a private school, a home education program, or an adult education program. Incoming transfer students are included in the appropriate cohort (the group whose progress is tracked) based on their grade level and year of entry.

Highlands County lags in the estimated percentage of the population who hold a bachelor's degree or higher. This would include those with a Bachelor's, Master's, and/or Doctorate. The county rate is 17.1 percent which is over 10.0 percent below that of the state at 28.5 percent.

The Florida Standards Assessments (FSA) in English Language Arts (ELA), Mathematics, and end-of-course (EOC) subjects (Algebra 1 and Geometry) serve Florida students by measuring education gains and progress. The following Table describes the Highlands Grade 3 student data regarding the English Language Arts scores for years 2016 through 2019



Mortality & Morbidity

Disease and death rates are the most direct measures of health and well-being in a community. In Highlands County, as in Florida and the rest of the United States, premature disease and death are primarily attributable to chronic health issues. Certain demographic and socioeconomic indicators can reveal how, why, and to what extent certain chronic health problems affect communities.

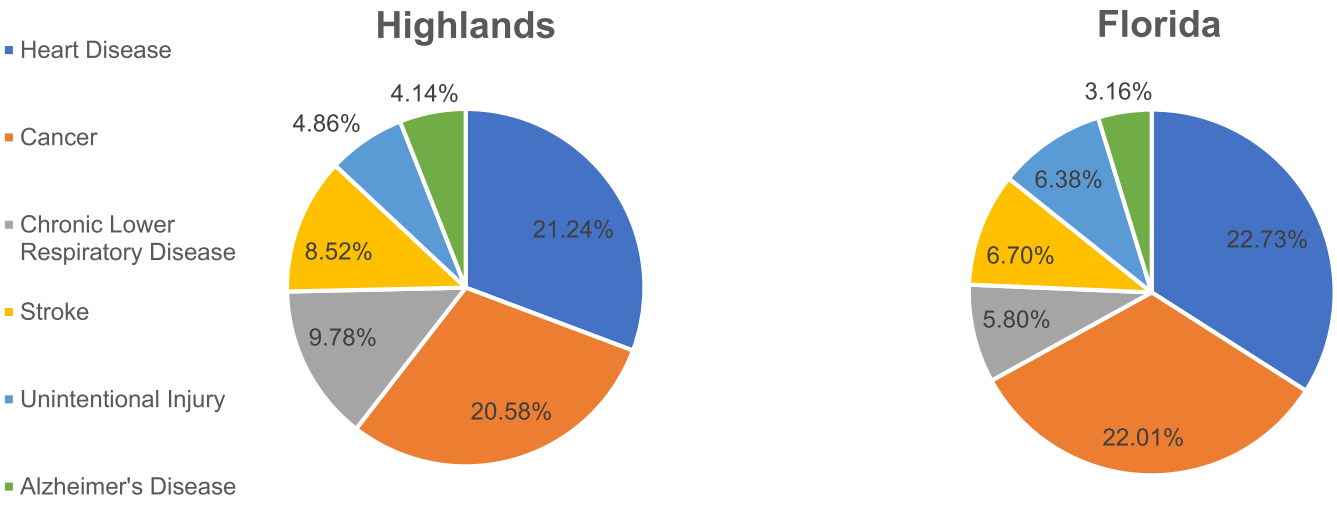
1. Health Ranking

The County Health Rankings & Roadmaps is a collaboration between the Robert Wood Johnson Foundation and the University of Wisconsin Population Health Institute. It currently ranks Highlands County the 38th healthiest (in health factors and health outcomes) out of 67 counties in Florida. These rankings are based on

a variety of factors that affect the health of the county's residents such as unemployment, levels of physical inactivity, and rates of smoking, obesity, and children living in poverty.

1. Causes of Death

According to 2019 FL CHARTS data, the two most frequent causes of death for people in Highlands County are Heart Disease (21.24%), Cancer (20.58%). Together they accounted for slightly under half of all deaths. The remaining top 5 causes of death are represented by (in decreasing order of frequency) Chronic Lower Respiratory Disease (9.78%), Stroke (8.52%), and Unintentional Injury (4.86%). Causes of death in Highlands County are like that of the state.

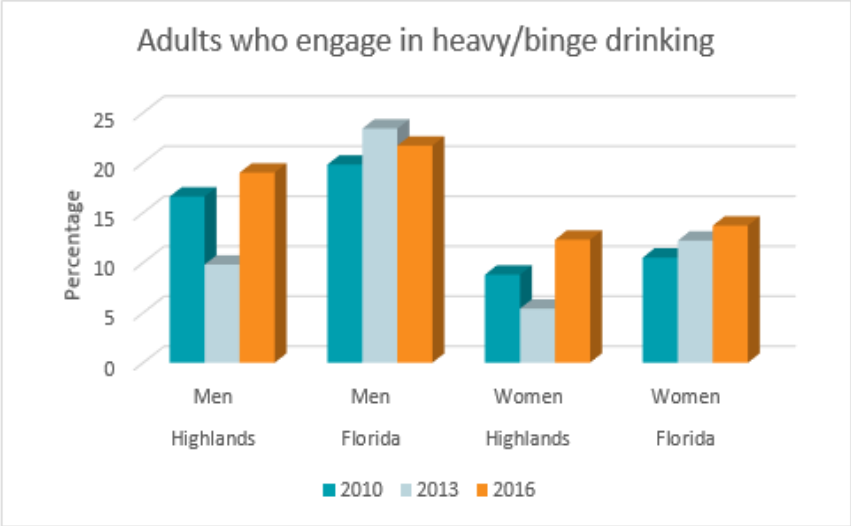


2. Behavioral Risk Factors

The tables below list a wide variety of behavioral health and risk factors, including Alcohol Consumption, Cancer Screenings, Cardiovascular Disease, Diabetes, Immunizations, and Tobacco Use. Florida's population is healthier than that of Highlands County on many of the indicators. Most notably, Highlands County rates are significantly higher in the areas of Cardiovascular Disease, COPD, Dental Care, and Health Care Access & Coverage. A complete list of the BRFSS data can be found in **APPENDIX B**.

a. *Alcohol Consumption*

In 2016, 15.3% of adults in Highlands County reported engaging in heavy or binge drinking. The prevalence of men (21.7 %) engaging in heavy or binge drinking was slightly higher than women (19.0%). Disparities in heavy and binge drinking behaviors are prevalent among gender and race/ethnicity as well. More Hispanic residents (21.5%) reported binge drinking than white (13.6%). Age, income and marital status also had an impact on heavy and binge drinking behaviors.



b. *Cancer*

Preventive health care services, such as screenings, can detect cancer before symptoms start; treatment is most beneficial when cancers are detected early. Overall, cancer prevalence has decreased in Highlands County, but disparity remains in race, ethnicity, age and marital status.

2016 Florida BRFSS Data Report — **Highlands**

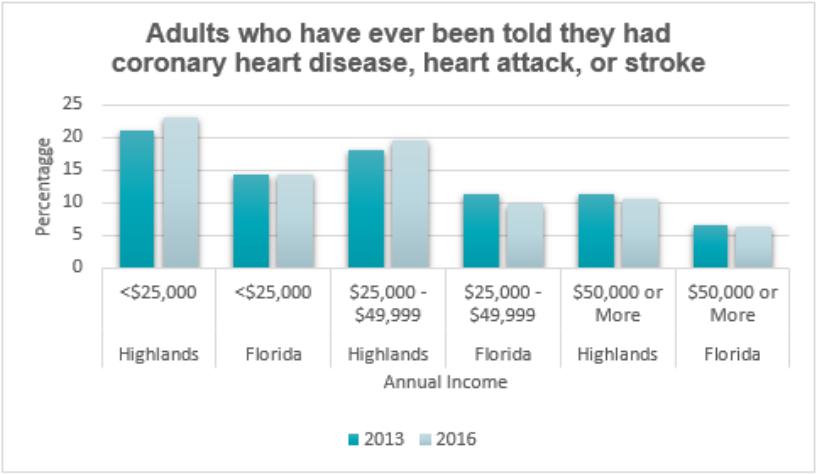
Cancer Prevelence

Percentage of adults who have been told they have had skin cancer

		2016 County Measure		95% CI	2016 State Measure	95% CI		2013 County Measure
ALL	Overall	11.0		8.0 14.1	9.1	8.6	9.6	16.6
SEX	Men	11.1	^	6.6 15.6	9.9	9.1	10.7	22.6
	Women	11.0		6.9 15.1	8.4	7.7	9.0	11.2
RACE/ETHNICITY	Non-Hisp. White	15.1		10.9 19.3	14.4	13.6	15.2	22.0
	Non-Hisp. Black	2.2		0.0 6.4	0.8	0.0	1.7	
	Hispanic	0.8		0.0 2.4	2.3	1.6	3.0	0.6
SEX BY RACE/ETHNICITY	Non-Hisp. White Men	13.8	^	8.0 19.6	15.8	14.5	17.1	32.4
	Non-Hisp. White Women	16.1		10.3 22.0	13.1	12.1	14.1	13.6
	Non-Hisp. Black Men				1.6	0.0	3.4	
	Non-Hisp. Black Women				0.2	0.0	0.4	
	Hispanic Men	1.9		0.0 5.6	1.8	1.0	2.6	
	Hispanic Women	0.0			2.9	1.7	4.0	
AGE GROUP	18-44	2.5		0.0 6.0	1.7	1.2	2.1	1.4
	45-64	7.9		2.8 13.0	8.2	7.4	9.1	11.4
	65 & Older	19.6		13.8 25.4	22.7	21.2	24.1	31.5
EDUCATION LEVEL	<High School	6.1		0.0 12.6	6.4	4.6	8.1	1.5
	H.S. / GED	12.0		6.3 17.8	7.8	6.9	8.7	16.8
	>High School	11.6	^	7.8 15.5	10.6	9.9	11.3	22.0
ANNUAL INCOME	<$25,000	9.7		4.0 15.4	6.4	5.6	7.2	11.9
	$25,000-$49,999	14.5		7.5 21.5	9.9	8.7	11.1	23.5
	$50,000 or More	12.8		6.4 19.2	11.2	10.2	12.2	21.4
MARITAL STATUS	Married/Couple	13.1		8.8 17.4	10.8	10.0	11.6	18.8
	Not Married/Couple	8.2		4.2 12.3	7.2	6.5	7.8	13.3

c. *Cardiovascular Disease*

Cardiovascular disease (CVD) is the leading cause of death for both men and women in the U.S. and in Florida. Due to methodological changes in BRFSS survey, data collected in 2010 and earlier are not comparable to data collected in 2011 and later. The most significant disparity to note, is related to annual income. The percentage of residents of Highlands County (23.2%) with an annual income of less than $25,000 having been told they had coronary heart disease, heart attack, or stroke is almost double that of the state rate of 14.4%.



a. *Diabetes*

Preventive health care services, such as screenings and immunizations, nutrition and physical activity counseling, and diabetes self-management and education classes, can reduce and prevent the onset of obesity and diabetes. According to the most recent BRFSS data, adults having been told they have diabetes is 15.3%, while the state is only 11.8%. In addition, women have a higher rate within the county (17.4%) and the state (11.0%).

b. *Immunizations*

Immunization is the most cost-effective and widely used public health and safety intervention available. Wide usage of vaccinations has significantly decreased the spread of vaccine preventable disease that historically resulted in severe morbidity and mortality rates among the most vulnerable populations. Highlands County continues to remain at or above the state rate for both flu and pneumonia vaccinations.

c. *Tobacco Use*

In the U.S., cigarette smoking-related diseases cause more deaths than alcohol use, human immunodeficiency virus (HIV), car crashes, illegal drug use and firearm-related incidents combined. Smoking causes diseases such as cancer, lung diseases, heart disease, stroke and chronic obstructive pulmonary disease (COPD). Cigarette smoking in adults in Highlands County (16.1%) is slightly higher than the state rate (15.5%). In addition, 21.1% of adults with less than a high school education reported being current smokers, compared to 20.6% of adults with a high school diploma or GED and 10.9% of adults with more than a high school education.

The Florida Youth Tobacco Survey (FYTS) was administered in the spring of 2020. A total of 683 public high schools and middle schools in 65 Florida counties participated in the FYTS. There were 56,266 students who participated in the 2020 FYTS; 27,157 at the high school level and 29,109 at the middle school level. Flavorings in tobacco products is one factor that can be attributed to rising youth vaping rates. Of those who participated in Highlands in 2020, 26.5% of middle school students and 26.4% of high school students reported that they had tried electronic vaping.

4. Reportable & Infectious Disease

Sexually transmitted diseases (STDs), are among the most common infectious diseases in the United States today. More than 20 STDs have now been identified, and they affect more than 20 million men and women in the United States each year. Infectious diseases are caused by pathogenic microorganisms, such as bacteria, viruses, parasites, or fungi. These diseases can be spread, directly or indirectly, from one person to another. Among these are Sexually Transmitted Diseases (STDs) that include Gonorrhea, Chlamydia, and Infectious Syphilis. According to three-year (2017-2019) rolling data, STD rates in Highlands County at 452.3 are less than most half the state rate which is 716.8.

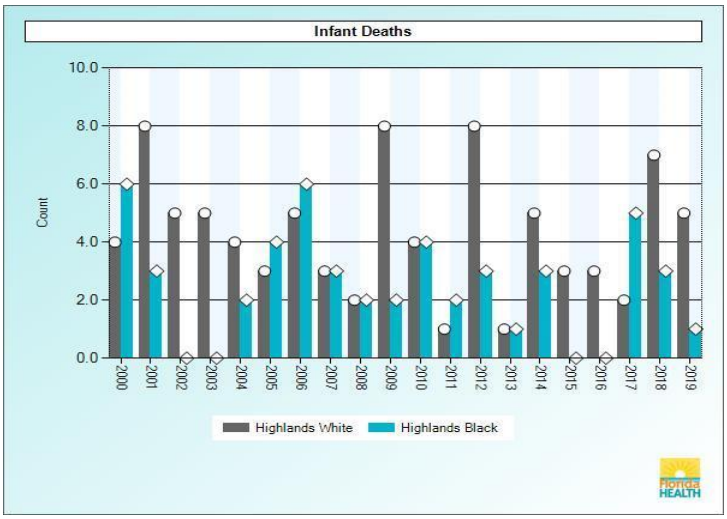
Many of the following diseases can be prevented with immunization including Chronic Hepatitis B, Diphtheria, Measles, Mumps, Pertussis, Rubella, Tetanus, and Varicella (Chickenpox). While vaccine-preventable diseases can be a public health challenge; historically, this has not been the case for Highlands County. The most common vaccine-preventable disease in Highlands County is Chronic

Hepatitis B. Since 2013, the rate in Highlands County has only increased by 1.5 percent from 9.0 (3-Yr Rate Per 100,000) to 10.5 (3-Yr Rate Per 100,000). The county continues to remain below the state rate for Enteric disease (stomach or intestines) and Human Immunodeficiency Virus (HIV). However, there is no vaccine to prevent HIV therefore, the risk of transmission remains of concern.

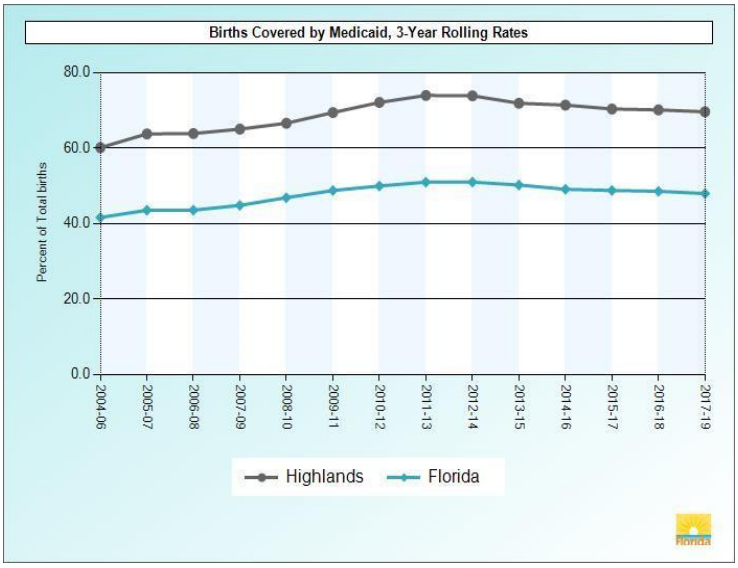
5. Maternal & Child Health

In 2019, eight hundred and thirty-nine (839) babies were born to Highlands County residents. Factors used to determine Maternal and Child Health rates include the overall health of the baby, the care that both the baby and mother receive before birth, and the age of the mother. It should be noted that due to the limited number of infant deaths and population size, a large statistical variance can skew data when comparing race and ethnicity.

Infant mortality rates are considered a primary indicator of the health of a community. These rates document the deaths of babies between birth and 364 days of life. The leading causes of infant deaths in Florida are perinatal conditions, congenital anomalies, low birth weight and sleep-related deaths. There has been a major decrease in the incidence of sudden infant death syndrome (SIDS) since the American Academy of Pediatrics released its recommendation in 1992 that infants be placed down for sleep in a non-prone position.



Breast milk contains antibodies that boost infants' protection against common childhood illnesses and infections. Breastfeeding lowers babies' risk of developing asthma or allergies. Babies who are breastfed exclusively for the first 6 months, without any formula, have fewer ear infections, respiratory illnesses, and bouts of diarrhea. Researchers have observed a decrease in the probability of *Sudden Infant Death Syndrome (SIDS) in breast-fed infants. Another apparent benefit from breastfeeding may be protection from allergies. Breastfeeding* is also thought to lower risks of obesity and of developing Type 1 diabetes. Mothers who breastfeed also receive numerous health benefits and advantages.



There is a wide disparity of Black mothers & infants to either White or Hispanic counterparts. The rate of infant deaths and low birth weights are more than three times the rate for Black mothers as compared to either White or Hispanic mothers. Prenatal care rates have improved since 2015-2017, with Hispanic mothers being the least likely to seek care during the first trimester. The following table describes Highlands County Birth Data Comparison for 2017-2019 including Florida's state rate.

County Birth Data Comparison 2017-19			
Indicators	**Highlands Count**	**Highlands Rate**	**State Rate**
Births (Per 1,000 Population)			
Total Births	2,557	8.3	10.6
White	1,996	7.6	9.7
Black	435	13.4	13.8
Other	126	10.1	12.4
Hispanic	737	12	12.4
Non-Hispanic	1,817	7.3	9.8
Births by Mother's Age (Per 1,000 Females)			
Births to Mothers 10-14	0	0	0.2
Births to Mothers 15-17	34	7.7	6.7
Births to Mothers 15-19	170	24.9	17.1
Births to Mothers 36 and Over	231	2.2	5.1
Prenatal Care (% of Births with Know Prenatal Care Status)			
Births With 1st Trimester Prenatal Care	1,375	63.5	76.5
Births With 2nd Trimester Prenatal Care	519	24	16.3
Births With 3rd Trimester or No Prenatal Care	273	12.6	7.2
Maternal and Family Characteristics			
Total births to unwed mothers	1,454	56.9	46.6
Repeat births to mothers ages 15-19	22	12.9	14.8
Birth with Inter-Pregnancy Interval < 18 months	576	36.8	34.7
Persons Eligible for WIC (Estimated Eligible)	11,108		
Percentage Served by WIC	7,666	69	67.7
Mothers who Initiate Breastfeeding	2,068	80.9	86.1
Low Birth Weight (Percentage of)			
Total Live Births Under 2500 Grams	253	9.9	8.8
White	167	8.4	7.2
Black	65	14.9	13.9
Other	21	16.7	8.7
Hispanic	54	7.3	7.3
Non-Hispanic	199	11	9.4
Total Live Births Under 1500 Grams	41	1.6	1.6
White	25	1.3	1.1
Black	13	3	3
Other	3	2.4	1.3
Hispanic	8	1.1	1.3
Non-Hispanic	33	1.8	1.7
Preterm Births and Elective Deliveries (Percentage of)			
Total Preterm Births (<37 weeks gestation)	286	11.2	10.4
White	199	10	9.3
Black	66	15.2	14.2
Other	21	16.7	9.2
Hispanic	72	9.8	9.3
Non-Hispanic	213	11.7	10.8
Births 37-38 Weeks Gestation with an Elective Delivery	67	35.8	33.2
Maternal and Fetal Deaths			
Maternal Deaths	0	0	21
Infant Deaths (0-364 days)			
Total Infant Deaths	26	10.2	6

6. Social & Mental Health

Reviewing hospital discharge data is one method of gauging the mental health status of a community. The National Institute of Mental Health estimates that approximately one in five adults in the United States suffers from a mental illness in each year. Common mental health issues such as anxiety and depression are associated with a variety of other public health issues including substance abuse, domestic violence, and suicide. Crime in a community has a direct impact on health, through injuries, fatalities, and increased mental health issues from fear, stress, and anxiety. According to the most recent Crime in Florida Abstract released by the Florida Department of Law Enforcement, crime is trending down in the county much like it is across the state.

CRIME IN FLORIDA ABSTRACT

Highlands County

January - December 2019

Crime Trends

Year	Index Total Crimes	% Change	Violent Crime	% Change	Property Crime	% Change	Population	% Change	Crime Rate	% Change
2015	2,699	-4.5	278	6.9	2,421	-5.7	100,748	0.9	2,679.0	-5.4
2016	2,994	10.9	327	17.6	2,667	10.2	101,531	0.8	2,948.9	10.1
2017	2,994	0.0	329	0.6	2,665	-0.1	102,138	0.6	2,931.3	-0.6
2018	2,708	-9.6	314	-4.6	2,394	-10.2	102,525	0.4	2,641.3	-9.9
2019	2,621	-3.2	280	-10.8	2,341	-2.2	103,434	0.9	2,534.0	-4.1

Domestic Violence

by Offense Type to Victim's Relationship to Offender

OFFENSES	RELATIONSHIP VICTIM TO OFFENDER								Arrests
	Total	Spouse	Parent	Child	Sibling	Other Family	Cohabitant	Other	
Murder	0	0	0	0	0	0	0	0	0
Manslaughter	0	0	0	0	0	0	0	0	0
Rape	6	0	1	2	1	0	2	0	2
Fondling	7	0	0	6	1	0	0	0	0
Aggravated Assault	62	9	2	9	4	7	24	7	51
Aggravated Stalking	0	0	0	0	0	0	0	0	0
Simple Assault	505	64	50	49	27	27	224	64	394
Threat/Intimidation	11	4	0	0	0	0	4	3	9
Simple Stalking	0	0	0	0	0	0	0	0	0
TOTAL OFFENSES	**591**	**77**	**53**	**66**	**33**	**34**	**254**	**74**	**456**

Domestic Violence by Offense Type

PRIMARY OFFENSE	2018	2019	Percent Change
Murder	0	0	
Manslaughter	0	0	
Rape	4	6	50.0
Fondling	7	7	0.0
Aggravated Assault	59	62	5.1
Aggravated Stalking	0	0	
Simple Assault	448	505	12.7
Threat/Intimidation	15	11	-26.7
Simple Stalking	0	0	
TOTAL OFFENSES	**533**	**591**	**10.9**

Crime Volume and Rate

MEASURE	2018	2019	Percent Change
Total Index Crime	**2,708**	**2,621**	**-3.2**
Total Violent Crime	314	280	-10.8
Total Property Crime	2,394	2,341	-2.2
Total Crime Rate	**2,641.3**	**2,534.0**	**-4.1**
Violent Crime Rate	306.3	270.7	-11.6
Property Crime Rate	2,335.0	2,263.3	-3.1

Healthcare Resources

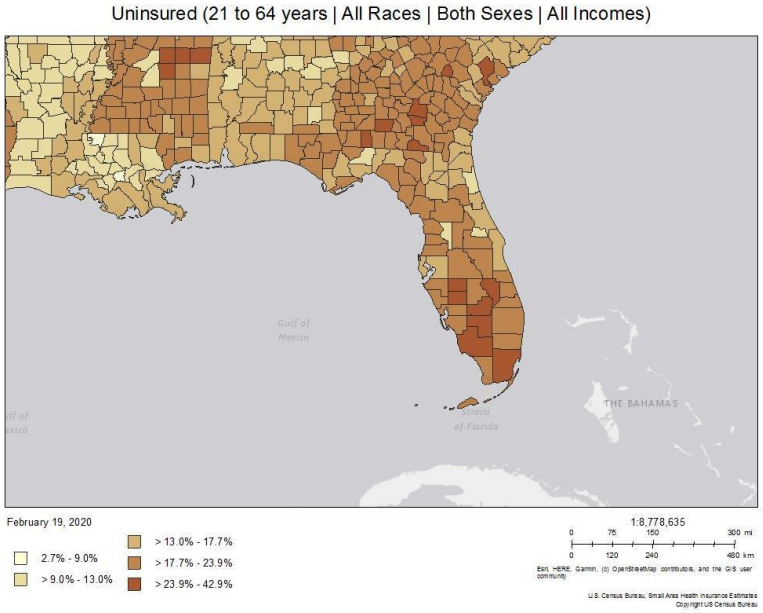
1. Shortage areas

Health Professional Shortage Areas (HPSAs) and Medically Underserved Areas (MUAs) are defined in the Public Health Service Act to include: (1) urban and rural geographic areas; (2) population groups; and (3) facilities with shortages of health professionals. Shortages may be geographic-, population- or facility-based. The HPSA score of shortage areas is calculated using the following four key factors: population-to-primary care physician ratio, percent of population with incomes below 100.0 percent of the poverty level, infant mortality rate or low birth weight birth rate (whichever scores higher), and travel time or distance to the nearest available source of care (whichever scores higher). The maximum score that a facility can receive is 26. The higher the score the lower the access and utilization are of the healthcare facility. Highlands County has been designated as a Health Professional Shortage Area (HPSA) for primary care, mental health care, and dental care. The county is also designated a Medically Underserved Area (MUA).

2. Medicaid

Medicaid provides medical coverage to low income individuals and families. The state and federal government share the costs of the Medicaid program. The four categories of Medicaid eligibility for adults in Florida include low-income families, pregnant women, emergency medical assistance for non-citizens, and Medicaid for the elderly and disabled. Eligibility for each of those programs is based on specific income criteria. In the latest report from the Agency for Health Care Administration, 20.7 percent of Highlands County residents of all ages received Medicaid benefits (also termed being Medicaid eligible), which is above the state rate of 17.9 percent. When segmented by age, Highlands County exceeded state percentages for Medicaid among those 11 to 18 years of age at 20.7 percent; ages 21 to 35 at 11.6 percent; ages 36 to 59 at 13.8 percent; ages 60 to 64 at 3.8 percent; ages 65 to 74 at 8.0 percent; comparable to state rates of 20.3, 11.1, 12.3, 3.0, and 8.4 percent, respectively.

3. Uninsured/Underinsured



Lack of health insurance coverage is a significant barrier to accessing needed health care and to maintaining financial security. The Kaiser Family Foundation released a report in December 2017 that outlines the effects insurance has on access to health care and financial independence. One key finding was that “going without coverage can have serious health consequences for the uninsured because they receive less preventative care, and delayed care often results in serious illness or other health problems.” Uninsured adults are those who are under age 65 without health insurance. The downward trend in uninsured rates began to decline in 2012, but movement has fell flat since 2015. The 2019 rate for Highlands County is 19.4 percent with the state only at 16.1 percent.

Health Disparities

According to HealthyPeople.gov, if a health outcome is seen to a greater or lesser extent between populations, there is disparity. Race or ethnicity, sex, sexual identity, age, disability, socioeconomic status, and geographic location all contribute to an individual's ability to achieve good health. It is important to recognize the impact that social determinants have on health outcomes of specific populations. Other influences on health include the availability and access to high-quality education, nutritious food, affordable transportation, and safe housing. Health disparities are preventable differences and include many factors. The disparities described below were found during Highlands County's community health assessment process.

HIGHLANDS COUNTY					
Indicator	**Measure**	**Year(s)**	**White**	**Black**	**Hispanic**
Median household income	Dollars	2014-2018	$40,371	$25,426	$29,699
Individuals below poverty level	Percent	2014-2018	15.0%	37.4%	31.9%
Children under 18 below poverty level	Percent	2014-2018	26.4%	55.2%	44.8%
Hospitalizations from or with diabetes	Per 100,000 population	2019	2094.9	4940.1	2654.4
Stroke deaths	Per 100,000 population	2019	48.2	88.9	66.6
Heart disease deaths	Per 100,000 population	2019	99.7	88.2	66.7
Infant deaths	Per 1,000 births	2019	7.5	7.3	4.2

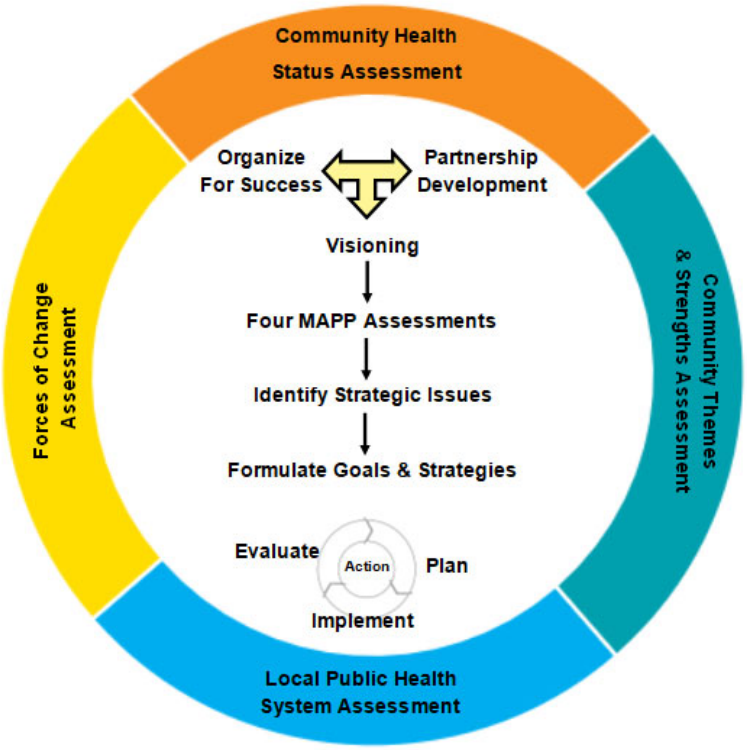
STATE OF FLORIDA					
Indicator	**Measure**	**Year(s)**	**White**	**Black**	**Hispanic**
Median household income	Dollars	2014-2018	$56,008	$39,586	$46,627
Individuals below poverty level	Percent	2014-2018	12.7%	23.5%	18.9%
Children under 18 below poverty level	Percent	2014-2018	17.5%	33.8%	25.8%
Hospitalizations from or with diabetes	Per 100,000 population	2019	1915.1	1020.3	2249.3
Stroke deaths	Per 100,000 population	2019	38.8	59	40.2
Heart disease deaths	Per 100,000 population	2019	88.6	91.8	73.9
Infant deaths	Per 1,000 births	2019	4.4	10.9	4.9

Mobilizing for Action through Planning and Partnerships

The Mobilizing for Action through Planning and Partnerships (MAPP) process was developed by the National Association of County and City Health Officials (NACCHO) and the Centers for Disease Control and Prevention (CDC). It is a community-driven strategic planning process for improving community health. The process is not designed to be agency-focused; but rather one that is collaborative. Highlands CHD utilized this process in collaboration with various community partners to complete the six phases of the MAPP process. Members met via phone or in-person monthly during this process.

1. **Phase 1: Organize for Success & Partnership Development**

   The first meeting was held on March 29, 2019. The Highlands CHD Senior Leadership Team and core members from AdventHealth met to discuss the development of the Community Health Assessment Survey. Following this meeting, the group presented and discussed the survey with Living Well in Highlands County (CHIP) on May 14, 2019. The CHA Steering Committee is comprised of members from both the Living Well in Highlands County group as well as the Community Health Assessment Team from AdventHealth. Representation includes local government, not-for-profit hospitals, non-profit organizations, faith-based organizations, federally qualified health centers, and community advocates.



2. **Phase 2: Visioning**

   The "Visioning" phase of MAPP is a collaborative process leading to a shared community vision. Completing this phase answers, the question "Where do we, as a community, see ourselves in three to five years?" (NACCHO 2013). Participants at the start-up meeting were offered the opportunity to express their viewpoints in selecting what they feel is the definition of a ***healthy community***.

   Statements selected include:

   - One that works together to educate and implement healthy lifestyles, while addressing health concerns.
   - A community that continues to provide methods/options to improve health.
   - Individuals in the community have the knowledge and access to resources to choose healthy choices leading to more productive and satisfying days.
   - A community that is striving to provide the best opportunities that enables people to mutually support each other to perform all functions of life and reach their maximum potential.

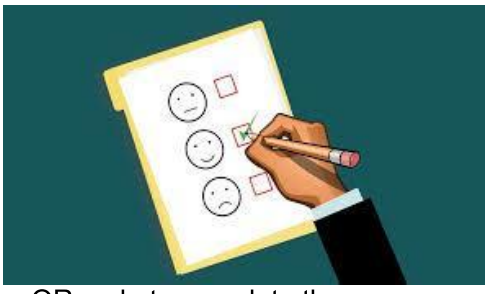
3. **Phase 3: Four MAPP Assessments**

   a. *Community Health Status Assessment*

The Community Health Assessment was designed to gather both quantitative and qualitative information on community health conditions. The information included within the assessment is derived from multiple sources:

→ Primary Data – Community Health Assessment Survey

→ Secondary Data – Robert Wood Johnson Foundation, County Health Rankings, Florida Charts, Florida Department of Law Enforcement, and Centers for Disease Control and Prevention



The survey was offered in English and Spanish, as well as paper or electronic. Respondents could use the direct Survey Monkey link or QR code to complete the survey electronically. In total, 620 survey responses were received; 578 of which were completed in its entirety. A sample survey can be found in **APPENDIX A**.

The survey was conducted from May 22, 2019 through June 30, 2019. To improve response rate, the survey was shared on Social Media by the local Board of County Commissioners, paper and electronic copies were made available to all Living Well in Highlands County Partners, and AdventHealth used I-pads while attending community health fairs to complete surveys. These additional methods proved to be successful. In 2015, only 286 survey responses were received. The composition of survey respondents includes:

- 61.59% of respondents were from Sebring
- 79.90% of respondents were Female
- 44.12% of respondents were between the ages of 45 to 64
- 86.12% self-reported as Caucasian
- 6.41% self-reported as African American
- 10.38% self-reported as Hispanic or Latino
- Of the 11 zip codes within the county, 33960 (Venus) was the only zip code had no responses

COMMUNITY CONCERNS

31.32% feel that drug abuse is a problem in the community

32.24% feel that Healthy Aging needs to be addressed to improve community health

61.45% do not feel that there are good sidewalks in their neighborhood for walking safely

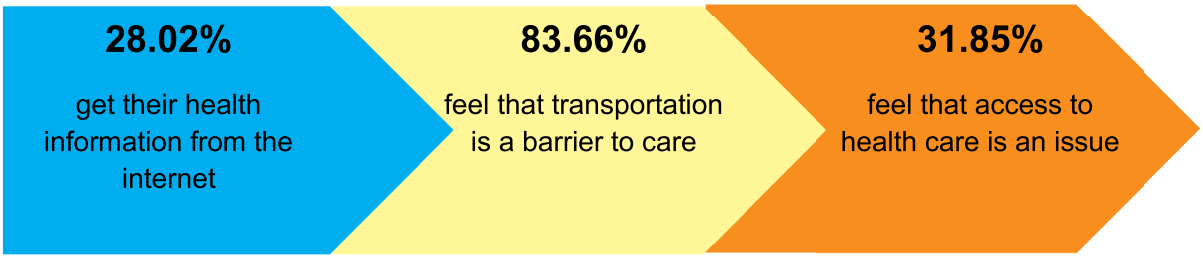
HEALTH

59.26% self-reported their health as healthy or very healthy

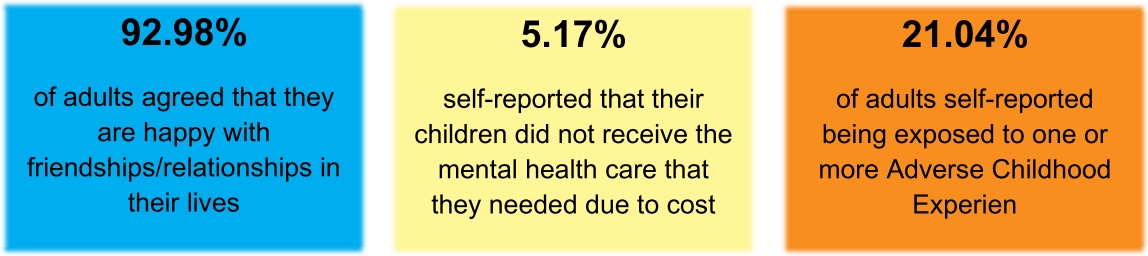
20.04% did not receive dental care that they needed within the past 12 months due to the cost

40.65% self-reported being told by a medical provider that they have high blood pressure

HEALTH RESOURCES



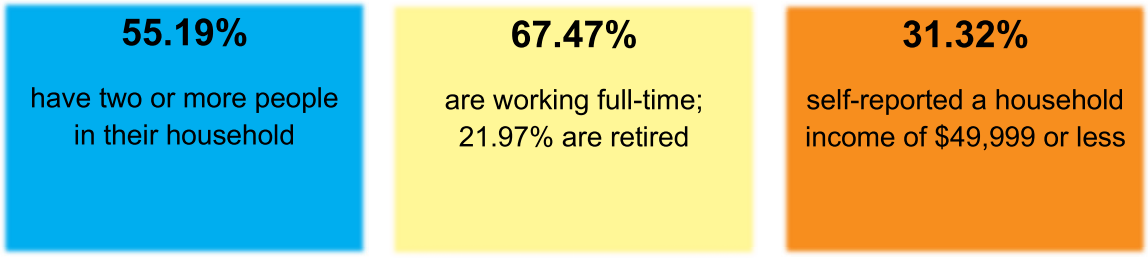
MENTAL HEALTH



NUTRITION



SOCIOECONOMICS



Key informant Interviews:

As an additional component of the Highlands County community health assessment during September of 2019, AdventHealth sent an online survey to key informants throughout the county to elicit their perception of the health status of county residents. These interviews were intended to ascertain opinions among key individuals likely to be knowledgeable about the community and who are influential over the opinions of others about health concerns in the county.

The instrument used to conduct the survey was SurveyMonkey. Key informants were asked the following questions:

- Q1: Please enter your name & organization
- Q2: Please select all the counties in which you and/or your organization provide services or programs.
- Q3: Please select the hospital CHNA committee you attend.
- Q4: Could you tell us a little about yourself, your background, and your organization? If applicable, please share the following in your response: What is your organization's mission? Does your organization provide direct care or operate as an advocacy organization?
- Q5: We would like your perspective on the major health needs/issues in the community. Please share the following in your response: What are the top priority health issues that your organization is dealing with? What do you think are the factors that are contributing to these health issues?
- Q6: If your organization provides services or programs in multiple counties in the region, are there geographic differences in the health needs or issues each community faces?
- Q7: Which groups in your community appear to struggle the most with these issues you've identified and how does it impact their lives? Please consider the following in your response: Are there specific challenges that impact low-income, under-served and/or uninsured persons experience? Are there specific challenges that impact different racial or ethnic groups in the community? Are there specific challenges that impact different groups based on age or gender in the community?
- Q8: What barriers or challenges might prevent someone in the community from accessing health care or social services? (Examples might include lack of transportation, lack of health insurance coverage, language/cultural barriers, etc.)
- Q9: Could you tell us about some of the strengths and resources in your community that address these issues, such as groups, initiatives, services, or programs? (if including specific organizations in response, please include name and type of program)
- Q10: What services or programs do you feel could potentially have the greatest impact on the needs that you've identified?

Issues impacting specific groups were identified in question seven of the survey. Responses included:

→ Infants & children: Specifically, the respondents cited a shortage of pediatric specialty care, as well as adequate dental care, for these youngest residents. Parents of children with complicated conditions or significant disabilities, for which they may have to travel out of county to get the specialty care needed, and there are significant transportation and cost barriers. More specifically, a way to target the disparity between black and white infant deaths.

→ Migrant workers: lack of affordable housing and childcare perpetuates the need to take children into the fields with their parents, risking heat exposure, insect bites, and exposure to pesticides and contagious illnesses.

→ Adults: access to specialty care and the costly effects of poorly treated chronic conditions were mentioned by respondents as the most pressing concerns for this age group. Also noted was the need for affordable options for healthcare, insurance coverage, and prescription drugs. Many residents who are working are still unable to afford care.

→ Uninsured: Individuals with insurance gaps, such as, indigents, undocumented workers, and those who are not covered by an employer's insurance. Participants noted that beyond the obvious need for preventative care and routine primary care for the uninsured, dangerous chronic conditions like heart disease & diabetes often go undiagnosed or untreated due to cost barriers. Children miss life-saving immunizations and basic dental care. Infections and illnesses can be neglected so long that they can become irreversible or fatal.

b. Community Themes & Strengths Assessment (CTS)

The CTS Assessment (NACCHO 2013) evaluates community members' thoughts, experiences, opinions, and concerns. It answers questions such as:

- How is quality of life perceived in the community?
- What is important to the community?
- What assets does the community have to improve community health?

The Steering Committee reviewed primary and secondary data from the Community Health Assessment on November 12, 2019. Common themes that surfaced within the data included:

→ Dental care – cost prohibitive
→ Poor diet/need for healthier options
→ Overall community awareness of services available
→ Access to Care
→ Drug abuse
→ Transportation

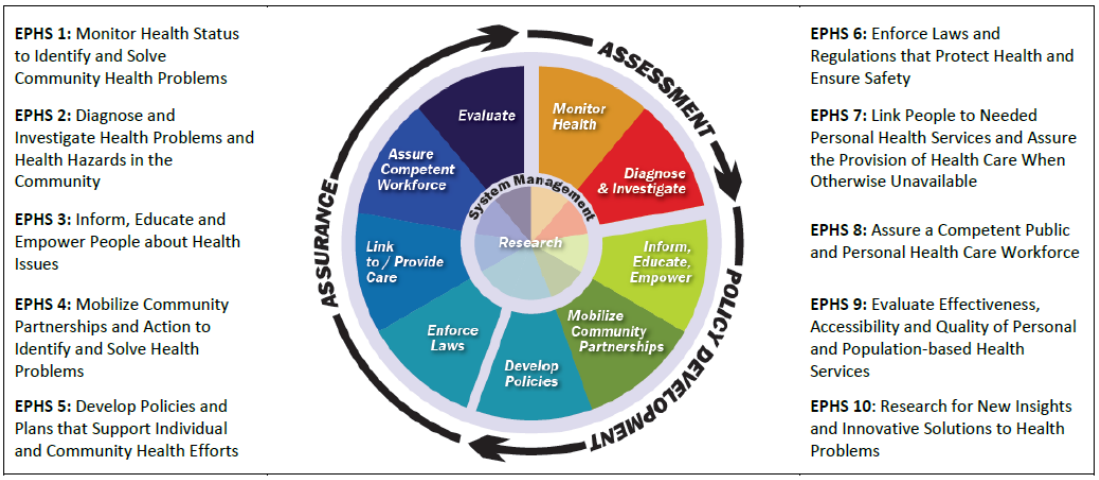
In reviewing community strengths, the committee looked to focus on the community partners that can most likely make an impact on the community concerns and themes found within the survey results. These partners include:

❖ AdventHealth
❖ CareerSource Heartland
❖ Children's Advocacy Center
❖ Drug-Free Highlands
❖ Economic Development Council
❖ Federally Qualified Healthcare Centers (Central Florida Healthcare)
❖ Feeding Tampa Bay
❖ Florida Department of Health
❖ Heartland Food Reservoir
❖ Heartland Regional Transportation Planning Organization
❖ Highlands County Board of County Commissioners
❖ Highlands County School Board
❖ Highlands Regional Medical Center
❖ Highway Park Neighborhood Council
❖ Nursing Homes
❖ Peace River Center
❖ QuitDoc/Tobacco Free Florida
❖ Samaritans Touch
❖ Tri-County Human Services
❖ YMCA

c. Local Public Health System Assessment

The Local Public Health System Assessment (LPHSA) is one of four MAPP assessments that inform the development of Highlands County's Community Health Improvement Plan. The purpose of this assessment is to identify the activities and capacities of our local public health system and identify areas for strengthening the system's ability to respond to day-to-day public health issues and to public health emergencies. The LPHSA uses the National Public Health Performance Standards (NPHPS) instrument, which Highlands County adopted to meet the community needs assessment. The assessment focuses on the core public health standards, designed around the Ten Essential Public Health Services (EPHS), by which local public health system performance can be determined.

According to the State Public Health Assessment that was conducted in May 2016, areas in need of additional focus include: assure a competent public health and personal health care workforce and link people to needed personal health services. Notably, EPHS 8 was ranked last in the previous assessment. The area in which the organization is exceling is the monitoring of health status to identify community health problems.



Stakeholder interviews were also used during the LPHSA. Each stakeholder responded to a series of questions via SurveyMonkey. The survey results were compiled and shared by local community partner, AdventHealth. A list of the interviewed stakeholders can be found in Special Thanks Section. Themes among responses included:

- ✓ Lack of transportation is a barrier to care
- ✓ Migrant workers and low-income families appear to struggle the most in the community
- ✓ Mobile care units, additional mental health providers, and low-cost services would be beneficial to improving the health of the community

d. Forces of Change Assessment (FoC)

The goal of the FoC Assessment is to identify forces that can affect the health of the community. These forces may include trends, factors, or events that either operate in the present or are expected in the future. A diverse group of community leaders participated in the strategic Forces of Change survey. Individuals were asked to identify events, trends, and factors in Highlands County that have been, or will be influencing the health and quality of like within the community. In addition, individuals were also asked to identify potential threats and opportunities associated with each. Once the survey results were compiled, the committee held a meeting to brainstorm and discuss key findings. The key findings included:

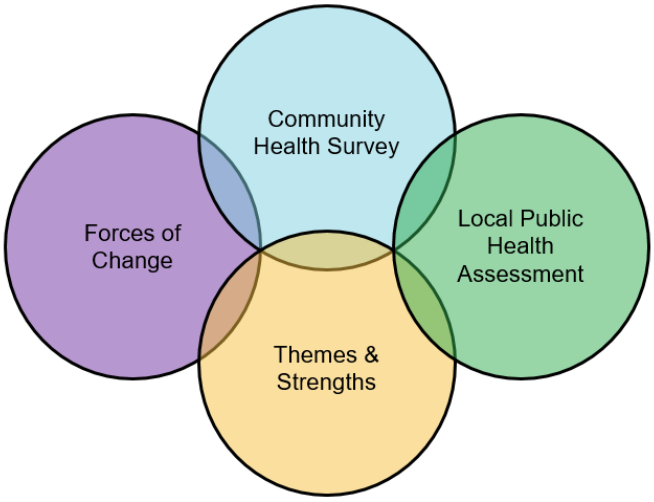
- ✓ Access to care
- ✓ Community awareness
- ✓ Drug abuse
- ✓ Poor diet/healthier options
- ✓ Transportation

Phase 4: Identify Strategic Issues

This phase uses the information gathered from the four assessments to determine strategic issues a community must address to reach its vision. The February 2020 meeting was dedicated to reviewing the data and findings from the entire community health assessment process including the secondary health data review, Forces of Change and Local Public Health System Assessments, and Community Themes and Strengths primary data. The committee also discussed the characteristics of strategic priorities to assure a common understanding of their scope, scale, and purpose. A feasibility/impact analysis was utilized to select the top three strategic issues. Those with the greatest feasibility and impact, based on

available resources, the potential for change, and alignment with the community's vision. The product was a mix of strategic issues that demand attention and will serve as foundation to the Community Health Improvement Plan (CHIP).

- ✓ **Aging Population**
- ✓ **Illness & Death**
- ✓ **Social & Behavioral Health**



4. **Phase 5: Goals & Strategies**

The Living Well in Highlands County CHIP Committee will facilitate the final two phases of the MAPP process. In this phase, community partners will meet to discuss and determine goals and activities that align with the selected Strategic Issues. Broad strategies are identified for addressing issues and achieving goals related to the community's vision. The result is the development and adoption of a Community Health Improvement Plan.

5. **Phase 6: Action Cycle**

The Action Cycle links three activities—Planning, Implementation, and Evaluation. Each of these activities builds upon the others in a continuous and interactive manner. While the Action Cycle is the final phase of MAPP, it is by no means the "end" of the process. During this phase, the efforts of the previous phases begin to produce results, as Highlands CHD and community partners develop and implement action plans for addressing strategic issues, goals, and activities.

Implementation & Monitoring

1. **Dissemination Plan**

The Community Health Assessment is only beneficial to the residents of Highlands County if the information it contains is utilized by the Florida Department of Health in collaboration with all community partners. Information includes demographic, socioeconomic, and health status information as well as input from the community that can be used to identify health priorities as well as available resources. By using this information as a tool, the community can move forward to implement action steps for improvement. The ultimate impact of this data rests in the effectiveness of the dissemination strategy.

The CHA Steering Committee considered a wide variety of dissemination methods that would best lead to a plan of action within the community. With utilization as the goal, the committee presents the following plan to begin dissemination of this report.

- ✓ Document is available on the Florida Department of Health in Highlands County's website

- ✓ Document will be distributed to the Board of County Commissioners
- ✓ Document will be distributed to the Chamber of Commerce
- ✓ A press release will be submitted to the Highlands NewsSun
- ✓ Document will be distributed to the Living Well in Highlands County (CHIP) group
- ✓ Document will be distributed to the CHA Steering Committee

2. Roles & Responsibilities

The Community Health Assessment (CHA) Steering Committee is responsible for reviewing, measuring, and gathering of data. The group met throughout the MAPP process to facilitate the development of the CHA. Upon an internal final review and approval of the assessment, the Committee will be dissolved. At a minimum of quarterly, the Living Well in Highlands County (CHIP) group will review, monitor and report on the progress of strategic goals. The group will revise the CHA annually based on an assessment of availability of resources and data, community readiness, the current progress, and the alignment of goals.



3. Data Sources

The 2020-2025 CHA could not have been brought together without the collaboration of community partners. It provides a snapshot of Highlands County residents' health status, demographics, built environment, and quality of life. Highlands CHD will use the data to engage stakeholders in the development and implementation of the CHIP plan. The data presented in this CHA comes from multiple sources such as the Community Themes and Strengths Assessment, Local Public Health System Assessment, Forces of Change, Community Health Survey, Behavioral Risk Factor Surveillance System (BRFSS), U.S. Census Bureau, Florida CHARTS, Healthy People 2020, Office of Economic & Demographic Research (OEDR) and Florida Department of Law Enforcement (FDLE). A complete listing of data sources can be found in **APPENDIX C**.

Revisions

The Highlands CHD Community Health Assessment will be reviewed annually and updated, as necessary, to reflect the changing needs of the workforce and the population we serve. This plan has been approved and adopted by the following individuals:

Mary Kay Burns — Signature

12/21/2020 — Date

Mary Kay Burns, MBA, BSN, RN / Health Officer
Name and title

Date	Revision Number	Description of Change	Pages Affected	Reviewed or Changed by

For questions about this plan, contact:

Heather Smith
Community Programs Administrator
Heather.smith@flhealth.gov
(863) 993-4601 Ext 112 or (863) 382-7231

Appendices

Appendix A – 2019 Community Health Survey

DEMOGRAPHICS

1. **In which city do you live? (Please choose only one)**
   ☐ Avon Park ☐ Lake Placid ☐ Sebring ☐ Other: _____

2. **What is your zip code? (Please write in):** _____

3. **What is your age? (Please choose only one)**
   ☐ 18 to 24 ☐ 25 to 34 ☐ 35 to 44 ☐ 45 to 54 ☐ 55 to 64 ☐ 65 to 74 ☐ 75 or older

4. **Are you of Hispanic or Latino origin or descent? (Please choose only one)**
   ☐ Yes, Hispanic or Latino ☐ No, not Hispanic or Latino ☐ Prefer not to answer

5. **Which race best describes you? (Please choose only one)**
   ☐ American Indian or Alaska Native ☐ Asian ☐ Black or African American
   ☐ Native Hawaiian or Pacific Islander ☐ White ☐ More than one race
   ☐ Prefer Not to Answer ☐ Other: _____

6. **Do you identify your gender as?**
   ☐ Female ☐ Male ☐ Other / Gender non-Conforming
   If you identify as Transgender: ☐ Female to Male (*or*) ☐ Male to Female

7. **Which of the following best describes your sexual orientation? (Please choose only one)**
   ☐ Bisexual ☐ Gay or Lesbian ☐ Heterosexual (Straight) ☐ Other: _____

8. **What language do you MAINLY speak at home? (Please choose only one)**
   ☐ Arabic ☐ Chinese ☐ English ☐ French ☐ German
   ☐ Haitian Creole ☐ Russian ☐ Spanish ☐ Tagalog ☐ Vietnamese
   ☐ Other: _____

9. **How well do you speak English? (Please choose only one)**
   ☐ Very well ☐ Well ☐ Not Well ☐ Not at all

10. **What is the highest level of school that you have completed? (Please choose only one)**
    ☐ Less than high school ☐ 2 – Year College Degree
    ☐ Some high school, no diploma ☐ 4 – Year College Degree
    ☐ High school diploma (GED) ☐ Graduate – Level Degree or Higher
    ☐ Some college, no degree ☐ None of the above

11. **How much total combined money did <u>all</u> people living in your home earn last year? (Please choose only one)**

☐ $0 to $9,999
☐ $10,000 to $24,999
☐ $25,000 to $49,999
☐ $50,000 to $74,999
☐ $75,000 to $99,999
☐ $100,000 to $124,999
☐ $125,000 to $149,999
☐ $150,000 to $174,999
☐ $175,000 to $199,999
☐ $200,000 and up
☐ Prefer not to answer

12. **Which of the following categories best describes your employment status? (Please choose only one)**

☐ Employed, working full–time
☐ Employed, working part–time
☐ Not employed, looking for work
☐ Not employed, NOT looking for work
☐ Student
☐ Retired
☐ Disabled, not able to work

13. **What transportation do you use most often to go places? (Please choose only one)**

☐ I drive my own car
☐ I walk
☐ I ride a bicycle
☐ I ride a motorcycle or scooter
☐ Someone drives me
☐ I take a taxi cab
☐ I take an Uber/Lyft
☐ Some other way

14. **How do you pay for most of your health care? (Please choose only one)**

☐ I pay cash / I don't have insurance
☐ Medicare or Medicare HMO
☐ Medicaid or Medicaid PPO
☐ Private health insurance (HMO, PPO)
☐ Veteran's Administration/TRICARE
☐ Some other way

15. **Including yourself, how many people currently live in your home? (Please choose only one)**

☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 or more

16. **Are you a caregiver to an adult family member who cannot care for themselves in your home? (Please choose only one)**

☐ Yes ☐ No

17. **Including yourself, how many people 65 years or older currently live in your home? (Please choose only one)**

☐ None ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 or more

18. **How many CHILDREN (under age 18) currently live in your home? (Please choose only one)**

☐ **None (skip to question 30)** ☐ **1** ☐ **2** ☐ **3** ☐ **4** ☐ **5** ☐ **6 or more**

CHILDREN'S SECTION

19. Was there a time in the PAST 12 MONTHS when children in your home needed medical care but did NOT get the care you needed?

☐ Yes ☐ No **(skip to question 21)**

20. What is the MAIN reason they didn't get the medical care they needed? (Please choose only one)

☐ Can't afford it / Costs too much
☐ I don't have a doctor
☐ I had trouble getting an appointment
☐ Other: _____
☐ I had transportation problems
☐ I don't know where to go
☐ I don't have health insurance

21. Was there a time in the PAST 12 MONTHS when children in your home needed DENTAL care but did NOT get the care you needed?

☐ Yes ☐ No **(skip to question 23)**

22. What is the MAIN reason they didn't get the dental care they needed? (Please choose only one)

☐ Can't afford it / Costs too much
☐ I don't have a dentist
☐ I had trouble getting an appointment
☐ Other: _____
☐ I had transportation problems
☐ I don't know where to go
☐ I don't have dental insurance

23. Was there a time in the PAST 12 MONTHS when children in your home needed mental health care but did NOT get the care you needed?

☐ Yes ☐ No **(skip to question 25)**

24. What is the MAIN reason they didn't get the mental health care they needed? (Please choose only one)

☐ Can't afford it / Costs too much
☐ I don't have a doctor / counselor
☐ I had trouble getting an appointment
☐ Other: _____
☐ I had transportation problems
☐ I don't know where to go
☐ I don't have health insurance

25. I feel safe walking in my neighborhood.

☐ Yes **(skip to question 27)** ☐ No

26. If you answered "NO", check all reasons you do not feel safe walking:

☐ Traffic
☐ Poor condition of roads or sidewalks
☐ Stopped by police
☐ No sidewalks
☐ Dogs not on a leash
☐ Violent Crime or theft

3

27. What health issues have children in your home faced?

CHECK ALL THAT APPLY	
My children have not faced any health issues	☐
Allergies	☐
Asthma	☐
Autism	☐
Behavioral Health / Mental health	☐
Birth-related (such as low birthweight, prematurity, prenatal, and others)	☐
Bullying	☐
Child abuse / child neglect	☐
Children overweight	☐
Children underweight	☐
Dental Problems (such as cavities, root canals, extractions, surgery, and others)	☐
Diabetes / Pre-diabetes / High Blood Sugar	☐
Sexually Transmitted Disease	☐
Teen pregnancy	☐
Unintentional injuries or accidents that required immediate medical care (such as a concussion from playing sports)	☐
Using drugs or alcohol	☐
Using tobacco, e-cigarettes, or vaping	☐
Other (please specify): _____	☐

28. Do any children in your home have special needs?

CHECK ALL THAT APPLY	
My children do not have any special needs	☐
Attention deficit / hyperactivity disorder (AD/HD)	☐
Autism / pervasive development disorder (PDD)	☐
Blindness / visual impairment	☐
Cerebral palsy	☐
Child who uses a wheelchair or walker	☐
Deaf / hearing loss	☐
Developmental delay (DD)	☐

Down syndrome	☐
Emotional disturbance	☐
Epilepsy / Seizure disorder	☐
Intellectual disability (formerly mental retardation)	☐
Learning disabilities / differences	☐
Speech and language impairments	☐
Spina bifida	☐
Traumatic brain injury	☐
Other (please specify): _____	☐

29. Do any children in your home?

CHECK ALL THAT APPLY	
Attend a Public or Charter School	☐
Drink Sugary-Sweetened Sodas, Energy Drinks, or Sports Drinks Every Day	☐
Eat at Least 3 Servings of Fruits and Vegetables Every Day	☐
Eat Fast Food Every Week	☐
Eat Junk Food Every Day	☐
Exercise at Least 60 Minutes Every Day	☐
Get 8 Hours or More of Sleep Every Night	☐
Have a history of being bullied (including social media)	☐
Have access to a pool where you live	☐
Know how to swim	☐
Need Regular Access to a School Nurse	☐
Receive all shots to prevent disease	☐
Receive gun safety education	☐
Stay Home from School 5 or More Days a Year Because of Health Issues	☐
Use a car/booster seat (under age 8)	☐
Use Sunscreen	☐
Wear a bike/skate helmet	☐
Wear a seatbelt at all times	☐
Other (please specify): _____	☐

5

COMMUNITY HEALTH

30. Overall, how would you rate the health of the community in which you live?
(Please choose only one)

☐ Very unhealthy ☐ Unhealthy ☐ Somewhat healthy
☐ Healthy ☐ Very healthy ☐ Not sure

31. Please read the list of RISKY BEHAVIORS listed below.
Which three (3) do you feel are the most harmful to the overall health of your community?
1 Most harmful; 2 Second-most harmful; 3 Third-most harmful;

PLEASE ONLY MARK THREE (1,2,3)	Your Top 3	Example
Alcohol abuse		
Distracted driving (texting, eating, talking on the phone)		
Dropping out of school		
Drug abuse		1
Lack of exercise		
Not getting "shots" to prevent disease		
Not locking up guns		
Not seeing a doctor while you are pregnant		
Not using seat belts/not using child safety seats		3
Not wearing helmets		
Poor eating habits		
Tobacco use / E-cigarettes / Vaping		2
Unsafe sex including not using birth control		

32. Please read the list of HEALTH PROBLEMS and think about your community.
If addressed, which three (3) do you feel will improve the health of your community?
1 Most important; 2 Second-most important; 3 Third-most important

PLEASE ONLY MARK THREE (1,2,3)	Your Top 3	Example
Aging Problems (for example: difficulty getting around, dementia, arthritis)		
Being Overweight		2
Cancers		
Child Abuse / Neglect		1
Clean Environment / Air and Water Quality		

Dental Problems		
Diabetes / High Blood Sugar		
Domestic Violence / Rape / Sexual Assault		
Gun-Related Injuries		3
Heart Disease / Stroke / High Blood Pressure		
HIV/AIDS / Sexually Transmitted Diseases (STDs)		
Homicide		
Infant Death		
Infectious Diseases Like Hepatitis and TB		
Mental Health Problems Including Suicide		
Motor Vehicle Crash Injuries		
Respiratory / Lung Disease		
Teenage Pregnancy		
Tobacco Use / E-cigarettes / Vaping		

33. Please read the list of <u>FACTORS</u> and think about your community.
If addressed, which three (3) do you feel will improve the quality of life in your community?
1 Most important; 2 Second-most important; 3 Third-most important

PLEASE ONLY MARK THREE (1,2,3)	**Your Top 3**	**Example**
Access to Good Health Information		
Access to Health Care		
Access to Low-Cost, Healthy Food		
Arts and Cultural Events		3
Clean Environment / Air and Water Quality		
Disaster Preparedness		
Emergency Medical Services		
Good Jobs and Healthy Economy		
Good Place to Raise Children		
Good Schools		1
Healthy Behaviors and Lifestyles		
Low Crime / Safe Neighborhoods		

Low Rates of Adult Death and Disease		
Low Rates of Infant Death		
Low-Cost Health Insurance		2
Low-Cost Housing		
Parks and Recreation		
Public Transportation		
Religious or Spiritual Values		
Sidewalks / Walking Safety		
Strong Family Life		
Tolerance / Embracing Diversity		

34. Below are some statements about your local community. Please tell us if you agree or disagree with each statement.

	Agree	Disagree	Not Sure
Air pollution is a problem in my community	☐	☐	☐
Crime in my area is a serious problem.	☐	☐	☐
Drug abuse is a problem in my community.	☐	☐	☐
I can get healthy food easily.	☐	☐	☐
I feel safe in my own neighborhood.	☐	☐	☐
I have no problem getting the health care services I need.	☐	☐	☐

35. Below are some statements about your local community. Please tell us if you agree or disagree with each statement.

	Agree	Disagree	Not Sure
Public transportation is easy to get to if I need it.	☐	☐	☐
The quality of health care is good in my neighborhood.	☐	☐	☐
There are affordable places to live in my neighborhood.	☐	☐	☐
There are good sidewalks for walking safely.	☐	☐	☐
There are plenty of jobs available for those who want them.	☐	☐	☐
We have great parks and recreational facilities.	☐	☐	☐

36. Below are some statements about your connections with people in your life. Please tell us if you agree or disagree with each statement.

	Agree	Disagree	Not Sure
I am happy with my friendships and relationships	☐	☐	☐
I have enough people I can ask for help at any time	☐	☐	☐
My relationships are as satisfying as I want them to be	☐	☐	☐

37. Over the past 12 months, how often have you had thoughts that you would be better off dead or of hurting yourself in some way? (Please choose only one)

☐ Not at All ☐ Several Days ☐ More than half the days
☐ Nearly Every Day

38. In the past 12 months, I worried about whether our food would run out before we got money to buy more. (Please choose only one)

☐ Often true ☐ Sometimes true ☐ Never true

39. In the past 12 months, the food that we bought just did not last, and we did not have money to get more. (Please choose only one)

☐ Often true ☐ Sometimes true ☐ Never true

40. In the last 12 months, did you or anyone living in your home ever get emergency food from a church, a food pantry, or a food bank, or eat in a soup kitchen? (Please choose only one)

☐ Yes ☐ No

41. Now think about the past 7 days. In the past 7 days, how many times did you eat fast food? Include fast food meals eaten at work, at home, or at fast-food restaurants, carryout or drive-through. (Please choose only one)

___ # of times in past 7 days ☐ Not sure

42. Has there been any time in the past 2 years when you were living on the street, in a car, or in a temporary shelter? (Please choose only one)

☐ Yes ☐ No

43. Are you worried or concerned that in the next 2 months you may not have stable housing that you own, rent, or stay in as part of a household? (Please choose only one)

☐ Yes ☐ No

44. In the past 12 months has your utility company shut off your service for not paying your bills? (Please choose only one)

☐ Yes ☐ No

45. **In the past 12 months, have you used a prescription pain medicine (morphine, codeine, hydrocodone, oxycodone, methadone, or fentanyl) without a doctor's prescription or differently than how a doctor told you to use it? (Please choose only one)**

☐ Yes ☐ No

PERSONAL HEALTH

46. **Overall, how would you rate YOUR OWN PERSONAL health? (Please choose only one)**

☐ Very unhealthy ☐ Unhealthy ☐ Somewhat healthy
☐ Healthy ☐ Very healthy ☐ Not sure

47. **Was there a time in the PAST 12 MONTHS when you needed medical care but did NOT get the care you needed? (Please choose only one)**

☐ Yes ☐ No **(Skip to question 49)**

48. **What is the MAIN reason you didn't get the medical care you needed? (Please choose only one)**

☐ Can't afford it / Costs too much ☐ I had transportation problems
☐ I don't have a doctor ☐ I don't know where to go
☐ I had trouble getting an appointment ☐ I don't have health insurance
☐ Other: _____

49. **Thinking about your MENTAL health, which includes stress, depression, and problems with emotions, how would you rate your overall mental health? (Please choose only one)**

☐ Very unhealthy ☐ Unhealthy ☐ Somewhat healthy
☐ Healthy ☐ Very healthy ☐ Not sure

50. **Was there a time in the PAST 12 MONTHS when you needed mental health care but did NOT get the care you needed? (Please choose only one)**

☐ Yes ☐ No **(Skip to question 52)**

51. **What is the MAIN reason you didn't get the mental health care you needed? (Please choose only one)**

☐ Can't afford it / Costs too much ☐ I had transportation problems
☐ I don't have a doctor / counselor ☐ I don't know where to go
☐ I had trouble getting an appointment ☐ I don't have health insurance
☐ Other: _____

52. **Was there a time in the PAST 12 MONTHS when you needed DENTAL care but did NOT get the care you needed? (Please choose only one)**

☐ Yes ☐ No **(Skip to question 54)**

53. What is the MAIN reason you didn't get the dental care you needed? (Please choose only one)

- ☐ Can't afford it / Costs too much
- ☐ I had transportation problems
- ☐ I don't have a dentist
- ☐ I don't know where to go
- ☐ I had trouble getting an appointment
- ☐ I don't have dental insurance
- ☐ Other: _____

54. In the past 12 months, how many times have you gone to a hospital emergency room (ER) about your own health?

- ☐ Yes, Number of times: _____
- ☐ I have not gone to a hospital ER in the past 12 months **(Skip to question 56)**

55. What is the MAIN reason you used the emergency room INSTEAD of going to a doctor's office or clinic? (Please choose only one)

- ☐ After hours / Weekend
- ☐ I don't have a doctor / clinic
- ☐ Long wait for an appointment
- ☐ Cost
- ☐ Emergency / Life-threatening situation
- ☐ I don't have insurance
- ☐ Other: _____

56. Have you ever been told by a doctor or other medical provider that you had any of the following health issues?

CHECK ALL THAT APPLY	
Alzheimers	☐
Cancer	☐
Diabetes	☐
Heart disease	☐
High blood pressure/hypertension	☐
HIV/AIDS	☐
Mental health issues (depression, anxiety)	☐
Obesity	☐
Respiratory/COPD	☐
Stroke	☐
Other: _____	☐

57. How often do you smoke? (Please choose only one)

☐ I do not smoke cigarettes
☐ I smoke less than one pack per day
☐ I do not smoke cigarettes; I smoke a pipe
☐ I smoke more than one pack per day
☐ I do not smoke cigarettes, I use smokeless tobacco (chewing tobacco, dip, snuff)

58. How often do you vape or use e-cigarettes? (Please choose only one)

☐ I do not vape or smoke e-cigarettes
☐ I vape or smoke e-cigarettes on some days
☐ I vape or smoke e-cigarettes everyday

59. Where do you get health information? (Please choose only one)

☐ Books
☐ Newspaper
☐ Friends or relatives
☐ Radio or television
☐ Family doctor
☐ Social Media
☐ Internet
☐ Other: _____

CHILDHOOD EVENTS

If you would like help with or would like to talk about these issues, please call the National Hotline for Child Abuse
at 1-800-4-A-CHILD (1-800-422-4453).

60. Below are some statements about your events that may have happened to you BEFORE you were 18 years of age. Below Please tell us if you agree or disagree with each statement.

	Yes	No	Not Sure
Did you live with anyone who was depressed, mentally ill, or suicidal?	☐	☐	☐
Did you live with anyone who was a problem drinker or alcoholic?	☐	☐	☐
Did you live with anyone who used illegal street drugs or who abused prescription medications?	☐	☐	☐
Did you live with anyone who served time or was sentenced to serve time in a prison, jail, or other correctional facility?	☐	☐	☐
Were your parents separated or divorced?	☐	☐	☐

61. Below are some statements about your events that may have happened to you BEFORE you were 18 years of age. Below Please tell us if you agree or disagree with each statement.

	Yes	No	Not Sure
Did your parents or adults in your home slap, hit, kick, punch, or beat each other up?	☐	☐	☐
Did a parent or adult in your home hit, beat, kick, or physically hurt you in any way?	☐	☐	☐
Did a parent or adult in your home swear at you, insult you, or put you down?	☐	☐	☐
Did an adult or anyone at least 5 years older than you touch you sexually?	☐	☐	☐
Did an adult or anyone at least 5 years older than you try to make you touch them sexually?	☐	☐	☐
Did an adult or anyone at least 5 years older than you force you to have sex?	☐	☐	☐

Appendix B – Behavioral Risk Factors Surveillance System Profile

Behavioral Risk Factors	Highlands County		Florida	
	2013	2016	2013	2016
Alcohol Consumption				
Adults who engage in heavy or binge drinking	7.5	15.3	17.6	17.5
Arthritis				
Adults who have been told they have some form of arthritis, rheumatoid arthritis, gout, lupus, or fibromyalgia	34.6	30.3	26	24.8
Asthma				
Adults who currently have asthma	11.3	6.3	8.3	6.7
Adults who have ever been told they had asthma	15.3	11.4	13.5	11
Cancer Prevalence				
Adults who have ever been told they have had skin cancer	16.6	11	9.2	9.1
Adults who have ever been told they had any other type of cancer except skin cancer	13.2	13.6	7.6	7.5
Cancer Screening				
Adults 50 years of age and older who have ever had a sigmoidoscopy or colonoscopy	63.2	67.2	69.3	69.2
Adults aged 50 to 75 who had colorectal screening based on the most recent clinical guidelines	58.2	62	64.7	67.3
Women 40 years of age and older who received a mammogram in the past year	-	58.3	58.5	60.8
Women 18 years of age and older who received a Pap test in the past year	29.7	40.5	51.4	48.4
Men ages 50 years and older who have ever had a PSA test	-	65	-	67.5
Cardiovascular Disease				
Adults who have ever had a heart attack, angina, or coronary heart disease, or stroke	-	17.4	-	9.8
Adults who have ever been told they had a stroke	4.8	5.4	3.7	3.5
COPD				
Adults who have ever been told they had chronic obstructive pulmonary disease, emphysema, or chronic bronchitis	12	12.9	7.4	7.1
Dental Care				
Adults who visited a dentist or a dental clinic in the past year	-	55.7	-	63
Adults who had a permanent tooth removed because of tooth decay or gum disease	-	57.5	-	47.3
Diabetes				
Adults who have ever been told they had pre-diabetes	8.2	7.8	7.1	9.4
Adults who have ever been told they had diabetes	13.4	15.3	11.2	11.8
Average age at which diabetes was diagnosed	53	50.4	50.8	48.2

Behavioral Risk Factors	Highlands County		Florida	
	2013	2016	2013	2016
Disability				
Adults who use special equipment because of a health problem	9.4	13	8.8	9.9
Adults who are limited in any way in any activities because of physical, mental, or emotional problems	25.7	24.6	21.2	21.2
Health Care Access & Coverage				
Adults who have Medicare (Medicare is a coverage plan for people 65 or over and for certain disabled people)	-	59	-	37.9
Adults who have a personal doctor	77.7	76.9	73.2	72
Adults who had a medical checkup in the past year	70.6	76.1	70.3	76.5
Adults who could not see a doctor in the past year due to cost	20.8	18.9	20.8	16.6
Health Status & Quality of Life				
Adults who have Medicare (Medicare is a coverage plan for people 65 or over and for certain disabled people)	-	59	-	37.9
Adults who said their overall health was "fair" or "poor"	22	27.1	19.5	19.5
Adults with good physical health	85.2	84.8	85.9	87.1
Average number of unhealthy physical days in the past 30 days	4.7	4.7	4.5	4
Adults with good mental health	81.9	86.4	87.3	88.6
Average number of unhealthy mental days in the past 30 days	5	4.1	4.1	3.6
Adults who have ever been told they had a depressive disorder	18	10.7	16.8	14.2
HIV/AIDS				
Adults who have ever been tested for HIV	32.3	40.4	42.6	46.9
Adults less than 65 years of age who have ever been tested for HIV	44.5	56.3	50.6	55.3
Adults less than 65 years of age who had an HIV test in the past 12 months	14.7	14.3	15.6	19.7
Immunization				
Adults who received a flu shot in the past year	30.8	36	30.7	35
Adults 65 years of age and older who received a flu shot in the past year	57.3	47.8	54.6	57.6
Adults 65 years of age and older who have ever received a pneumonia vaccination	67.1	64.5	66.2	65.6
Injury Prevention				
Adults who always or nearly always use a seatbelt when riding in a car	96.7	92	94.2	95
Adults 45 years of age and older who had a fall-related injury in the past 12 months	-	11.3	-	9.9

Behavioral Risk Factors	Highlands County		Florida	
	2013	2016	2013	2016
Kidney Disease				
Adults who have ever been told they had kidney disease	4.6	3.1	3.5	3.2
Marijuana Use				
Adults who used marijuana or hashish during the past 30 days	-	3.7	-	7.4
Overweight & Obesity				
Adults who are a healthy weight (BMI from 18.5 to 24.9)	23.9	33.9	35	34.5
Adults who are overweight or obese	73.2	64.1	62.8	63.2
Adults who are overweight	38.8	34.9	36.4	35.8
Adults who are obese	34.4	29.2	26.4	27.4
Physical Activity & Nutrition				
Adults who are sedentary	32.1	36.7	27.7	29.8
Adults who are inactive or insufficiently active	50.4	58.6	52.9	56.7
Adults who meet aerobic recommendations	50.9	43.8	50.2	44.8
Adults who meet muscle strengthening recommendations	26	29.2	29.6	38.2
Tobacco Use & Exposure				
Adults who are current smokers	19.7	16.1	16.8	15.5
Adult current smokers who tried to quit smoking at least once in the past year	48.9	50.1	61.1	62.1
Adults who have never smoked	47.1	51.9	55	58
Adults who currently use e-cigarettes	-	3.2	-	4.7
Adults who have never used e-cigarettes	-	80.4	-	79.8
Vision Impairment				
Adults who have a vision disability	-	6.7	-	5.8

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Fact	Fact Note	Highlands	Value Note for Highlands County, Florida
Population Estimates,		103,296	
Population estimates		101,235	
Population, percent c		2.00%	
Population, Census, A		101,235	
Population, Census, A		98,786	
Persons under 5 years		4.10%	
Persons under 18 yea		17.00%	
Persons 65 years and		35.70%	
Female persons, perc		50.90%	
White alone, percent		84.90%	
Black or Af	(a)	10.80%	
American I	(a)	0.70%	
Asian alon	(a)	1.60%	
Native Hav	(a)	0.10%	
Two or More Races, p		1.90%	
Hispanic o	(b)	22.10%	
White alone, not Hisp		64.80%	
Veterans, 2016-2020		10,026	
Foreign born persons,		11.30%	
Housing units, July 1,		57,930	
Owner-occupied hous		77.00%	
Median value of own		$120,500	
Median selected mon		$993	
Median selected mon		$345	
Median gross rent, 20		$801	
Building permits, 202		644	
Households, 2016-20		42,721	
Persons per household		2.4	
Living in same house		86.40%	
Language other than		19.70%	
Households with a co		85.30%	
Households with a br		76.90%	
High school graduate		85.30%	
Bachelor's degree or h		17.50%	
With a disability, und		13.90%	
Persons without heal		18.80%	
In civilian labor force,		42.30%	
In civilian labor force,		39.70%	
Total acco	(c)	125,569	
Total healt	(c)	729,252	
Total trans	(c)	28,495	
Total retai	(c)	1,261,208	
Total retai	(c)	$12,147	
Mean travel time to v		20.6	
Median household in		$43,708	
Per capita income in p		$27,979	

Persons in poverty, p	16.10%
Total employer estab	1,994
Total employment, 2(	20,582
Total annual payroll, 2	713,050
Total employment, pe	-1.70%
Total nonemployer es	6,638
All employer firms, Re	1,649
Men-owned employe	859
Women-owned empl	268
Minority-owned emp	S
Nonminority-owned e	1,148
Veteran-owned empl	S
Nonveteran-owned e	1,271
Population per square	99.5
Population per square	97.2
Land area in square m	1,017.66
Land area in square m	1,016.62
FIPS Code	"12055"

NOTE: FIPS Code values are enclosed in quotes to ensure leading zeros remain intact.

Value Notes
None

Fact Notes

(a)	Includes persons reporting only one race
(c)	Economic Census - Puerto Rico data are not comparable to U.S. Economic Census data
(b)	Hispanics may be of any race, so also are included in applicable race categories

Value Flags

-	Either no or too few sample observations were available to compute an estimate, or a ratio of mec
F	Fewer than 25 firms
D	Suppressed to avoid disclosure of confidential information
N	Data for this geographic area cannot be displayed because the number of sample cases is too smal
FN	Footnote on this item in place of data
X	Not applicable
S	Suppressed; does not meet publication standards
NA	Not available
Z	Value greater than zero but less than half unit of measure shown

Highlands County, FL Unemployment Rate

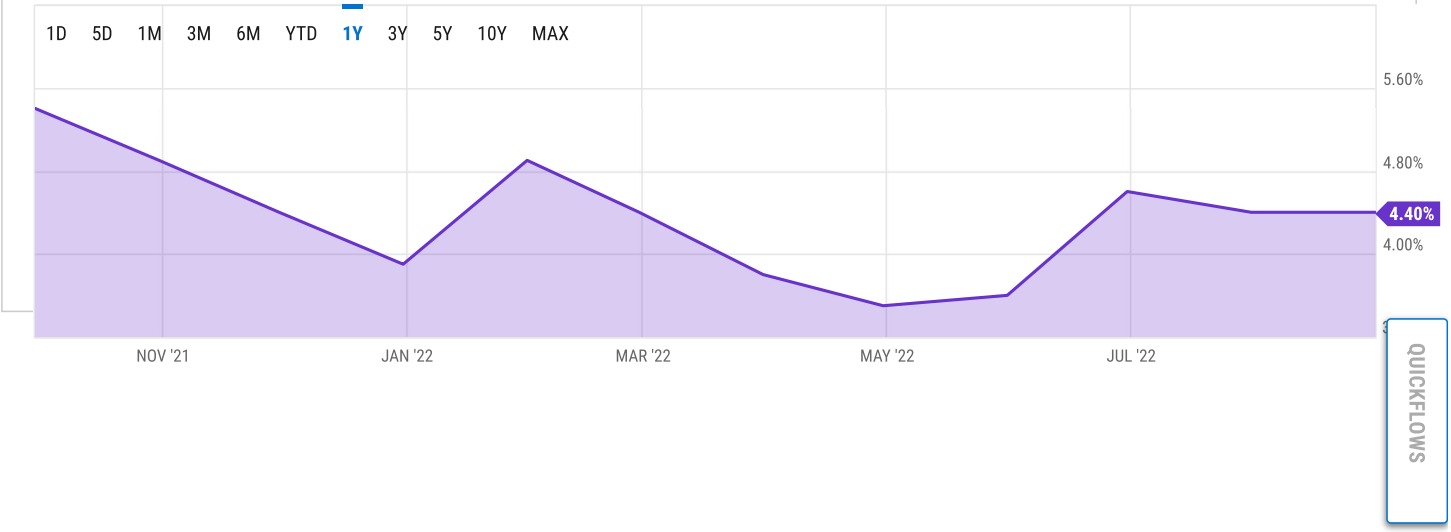
4.40% for Aug 2022

+ WATCHLIST

Overview | Interactive Chart

Level Chart

VIEW FULL CHART



QUICKFLOWS

Basic Info

Highlands County, FL Unemployment Rate is at 4.40%, compared to 4.40% last month and 6.30% last year. This is lower than the long term average of 7.44%.

Report	Metropolitan Area Employment and Unemployment	Region	N/A
Categories	Employment , Hours and Wages	Source	Bureau of Labor Statistics

Stats

Last Value	4.40%	Value from Last Month	4.40%
Latest Period	Aug 2022	Change from Last Month	0.00%
Last Updated	Sep 28 2022, 13:58 EDT	Value from 1 Year Ago	6.30%

Next Release	Nov 2 2022, 10:30 EDT	Change from 1 Year Ago	-30.16%
Long Term Average	7.44%	Frequency	Monthly
Average Growth Rate	7.22%	Unit	Percent
		Adjustment	Not Seasonally Adjusted
		Download Source File	**Download**

Historical Data

View and export this data back to 1990. Upgrade now.

Date	Value	Date	Value
August 31, 2022	4.40%	July 31, 2020	12.50%
July 31, 2022	4.40%	June 30, 2020	10.70%
June 30, 2022	4.60%	May 31, 2020	11.50%
May 31, 2022	3.60%	April 30, 2020	10.60%
April 30, 2022	3.50%	March 31, 2020	6.90%
March 31, 2022	3.80%	February 29, 2020	4.80%
February 28, 2022	4.40%	January 31, 2020	5.30%
January 31, 2022	4.90%	December 31, 2019	4.60%
December 31, 2021	3.90%	November 30, 2019	4.60%
November 30, 2021	4.40%	October 31, 2019	4.70%
October 31, 2021	4.90%	September 30, 2019	4.70%
September 30, 2021	5.40%	August 31, 2019	5.50%
August 31, 2021	6.30%	July 31, 2019	5.50%
July 31, 2021	6.50%	June 30, 2019	5.10%
June 30, 2021	6.70%	May 31, 2019	4.40%
May 31, 2021	5.80%	April 30, 2019	4.10%
April 30, 2021	6.00%	March 31, 2019	4.60%
March 31, 2021	6.30%	February 28, 2019	4.80%
February 28, 2021	6.60%	January 31, 2019	5.40%
January 31, 2021	7.70%	December 31, 2018	4.80%
December 31, 2020	7.20%	November 30, 2018	4.70%

QUICKFLOWS

Date	Value	Date	Value
November 30, 2020	7.20%	October 31, 2018	4.70%
October 31, 2020	7.70%	September 30, 2018	4.80%
September 30, 2020	8.90%	August 31, 2018	5.30%
August 31, 2020	9.30%	July 31, 2018	5.50%

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QUICKFLOWS

Highlands County Schools

SEBRING, FL • 32 reviews

Overall Niche Grade

How are grades calculated?
Data Sources

Academics | Diversity
Teachers | College Prep
Clubs & Activities | Administration

View Full Report Card

Highlands County Schools is a public school district located in SEBRING, FL. It has 12,111 students in grades PK, K-12 with a student-teacher ratio of 22 to 1. According to state test scores, 52% of students are at least proficient in math and 46% in reading.

–

(863) 471-5000

426 SCHOOL ST
SEBRING, FL 33870

Work Here? Claim Your School District

About Highlands County Schools...

AP Offered | Gifted Prog. Offered | IB Offered

View Nearby Homes

Highlands County Schools Rankings

Niche ranks nearly 100,000 schools and districts based on statistics and millions of opinions from students and parents.

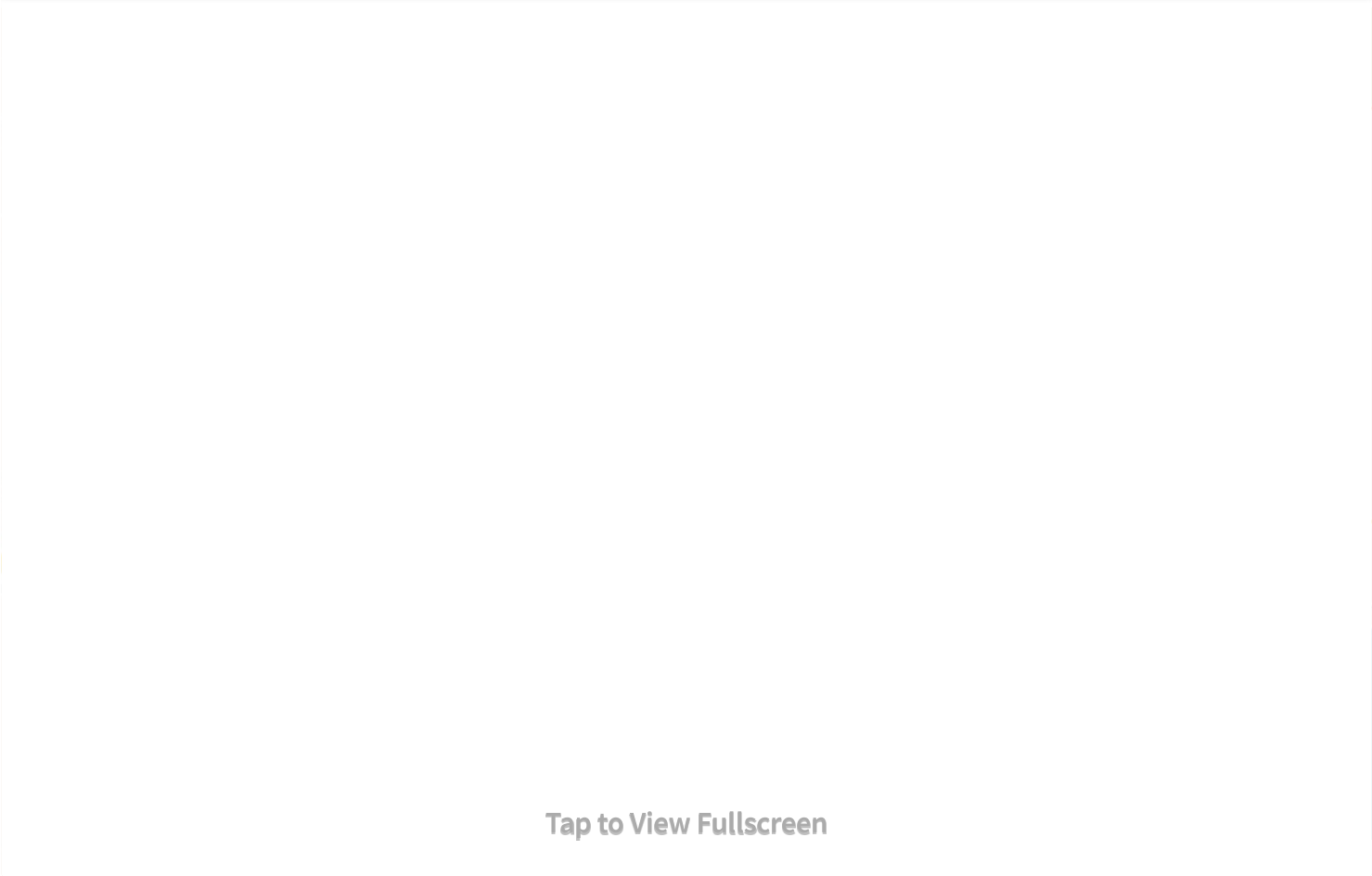
Most Diverse School Districts in Florida
#28 of 66

Best School Districts for Athletes in Florida
#45 of 67

Highlands County Schools

SEBRING, FL

Add to List



Search Home Listings Nearby

Elementary | Middle | High

Elementary Schools in Highlands County Schools

Sebring High School
363 reviews

Lake Placid High School
157 reviews

Avon Park High School
177 reviews

Woodlawn Elementary School
5 reviews

See All 14 Elementary Schools in Highlands County Schools ›

Academics

Percent Proficient - Reading

46%

Percent Proficient - Math

52%

Average Graduation Rate	81%
Average SAT	1090 633 responses
Average ACT	23 258 responses

Niche College Admissions Calculator

Popular Colleges

Niche users from this school district are most interested in the following colleges.

University of Central Florida	782 Students
University of Florida	711 Students
University of South Florida	675 Students

More

Students

Diversity

Based on racial and economic diversity and survey responses on school culture and diversity from students and parents.

Students	12,111
Free or Reduced Lunch	76.2%

Do You Work at Highlands County Schools? Claim Your School District Today!

Highlands County Schools
SEBRING, FL

Add to List

Teachers

Student-Teacher Ratio

22:1
National 17:1

Average Teacher Salary	$60,557
Teachers in First/Second Year	24.1%

Finances

Expenses Per Student	$0 / student Natl. $12,239

Education Expenses

Instruction	57%
Support Services	37%
Other	7%

LIVING IN THE AREA

Highlands County

Overall Niche Grade

Cost of Living	Good for Families
Housing	

Median Household Income	$43,708 Natl. $64,994
Median Rent	$801 Natl. $1,096
Median Home Value	$120,500 Natl. $229,800

Read More About Highlands County >

HIGHLANDS COUNTY, FL
ECONOMIC DEVELOPMENT

X

Top Employers

Home to Costa Farms, Sebring International Raceway, Lockwood Aivation, Advanced Drainage Systems, and other well-known companies, our economy is balanced by a combination of health care, manufacturing, agriculture, aviation, sports and tourism, education, and government as major employers in the region. Below you can find Highlands County's top private and public employers by employee count numbers as of December 2020.

Top 10 Private Employers

Employer	Employees	Industry
AdventHealth	1,639	Health & Social Services
Walmart	935	Retail
Publix	522	Retail
The Results Company	351	Other Services, Call Center
Highlands Regional Medical Center (HCA)	339	Health & Social Services
Alan Jay Automotive Network	400	Retail Trade

Employer	Employees	Industry
Costa Farms	388	Agriculture
Orchid Cove at Lake Placid	164	Health & Social Services
The Palms of Sebring	188	Health & Social Services
Royal Care of Avon Park	125	Health & Social Services

Top Public Employers

Employer	Employees	Industry
School Board	1,599	Education
South Florida State College	421	Education
Board of County Commissioners	381	Government
Highlands County Sheriff's Office	371	Law Enforcement
Avon Park Correctional Institute	391	Law Enforcement

OUR MISSION



Enhance the quality of life in Highlands County by attracting a diversity of new businesses; increasing industrial investment while facilitating the retention and successful expansion of existing business and industry.

Keep In Touch

Economic Development
Highlands County Board of County Commissioners
(E) economicdevelopment@highlandsfl.gov
(P) 863.402.6924
(F) 863.402.6651

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HIGHLANDS COUNTY, FL

COUNTY

2020 POPULATION

104,574

1.1% 1-YEAR GROWTH

US SENATOR

Marco Rubio

REPUBLICAN PARTY

US SENATOR

Rick Scott

REPUBLICAN PARTY

2020 MEDIAN AGE

54.1

1.12% 1-YEAR INCREASE

2020 POVERTY RATE

16%

13.8% 1-YEAR DECREASE

2020 MEDIAN HOUSEHOLD INCOME

$43,708

6.76% 1-YEAR GROWTH

2020 MEDIAN PROPERTY VALUE

$120,500

11.5% 1-YEAR GROWTH

2020 EMPLOYED POPULATION

34,339

2.34% 1-YEAR GROWTH

COVID-19 IN NUMBERS

About

UNITED STATES \ FLORIDA \ SEBRING, FL



In 2020, Highlands County, FL had a population of 105k people with a median age of 54.1 and a median household income of $43,708. Between 2019 and 2020 the population of Highlands County, FL grew from 103,437 to 104,574, a 1.1% increase and its median household income grew from $40,942 to $43,708, a 6.76% increase.

The 5 largest ethnic groups in Highlands County, FL are White (Non-Hispanic) (66.1%), White (Hispanic) (13.2%), Black or African American (Non-Hispanic) (9.25%), Other (Hispanic) (5.59%), and Two+ (Non-Hispanic) (2.17%).

None of the households in Highlands County, FL reported speaking a non-English language at home as their primary shared language. This does not consider the potential multi-lingual nature of households, but only the primary self-reported language spoken by all members of the household.

94.2% of the residents in Highlands County, FL are U.S. citizens.

The largest universities in Highlands County, FL are South Florida State College (611 degrees awarded in 2020) and UR Beauty & Barber Academy (14 degrees).

In 2020, the median property value in Highlands County, FL was $120,500, and the homeownership rate was 77%. Most people in Highlands County, FL drove alone to work, and the average commute time was 20.6 minutes. The average car ownership in Highlands County, FL was 2 cars per household.

Highlands County, FL borders Charlotte County, FL, DeSoto County, FL, Glades County, FL, Hardee County, FL, Okeechobee County, FL, Osceola County, FL, and Polk County, FL.

COVID-19 IN NUMBERS

Diversity

Highlands County, FL is home to a population of 105k people, from which 94.2% are citizens. As of 2020, 11.3% of Highlands County, FL residents were born outside of the country (11.8k people).

In 2020, there were 5.02 times more White (Non-Hispanic) residents (69.2k people) in Highlands County, FL than any other race or ethnicity. There were 13.8k White (Hispanic) and 9.68k Black or African American (Non-Hispanic) residents, the second and third most common ethnic groups.

RACE AND ETHNICITY

Race and Ethnicity

THE 3 LARGEST ETHNIC GROUPS IN HIGHLANDS COUNTY, FL

1. White (Non-Hispanic)
   69.2k ± 489
2. White (Hispanic)
   13.8k ± 980
3. Black or African American (Non-Hispanic)
   9.68k ± 428

20.4%

HISPANIC POPULATION

21.4k people

In 2020, there were 5.02 times more White (Non-Hispanic) residents (69.2k people) in Highlands County, FL than any other race or ethnicity. There were 13.8k White (Hispanic) and 9.68k Black or African American (Non-Hispanic) residents, the second and third most common ethnic groups.

20.4% of the people in Highlands County, FL are hispanic (21.4k people)

COVID-19 IN NUMBERS

The following chart shows the 3 races represented in Highlands County, FL as a share of the total population.

Data from the Census Bureau ACS 5-year Estimate.



HERITAGE

Foreign-Born Population

11.3%

2020 FOREIGN-BORN POPULATION

11.8k people

11%

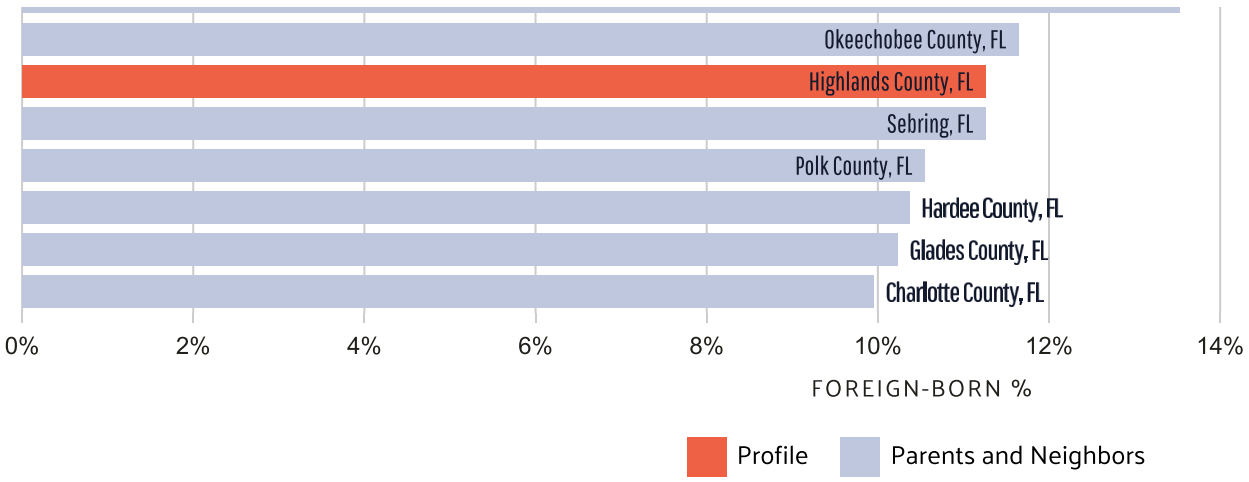
2019 FOREIGN-BORN POPULATION

11.4k people

As of 2020, 11.3% of Highlands County, FL residents (11.8k people) were born outside of the United States, which is lower than the national average of 13.5%. In 2019, the percentage of foreign-born citizens in Highlands County, FL was 11%, meaning that the rate has been increasing.

The following chart shows the percentage of foreign-born residents in Highlands County, FL compared to that of it's neighboring and parent geographies.

Highlands County, FL



Age by Nativity

53

MEDIAN NATIVE-BORN AGE

± 0.7

58

MEDIAN FOREIGN-BORN AGE

± 3.8

In 2020, the median age of all people in Highlands County, FL was 54.1. Native-born citizens, with a median age of 53, were generally younger than foreign-born citizens, with a median age of 58. But people in Highlands County, FL are getting getting older. In 2019, the average age of all Highlands County, FL residents was 54.

Data from the Census Bureau ACS 5-year Estimate.

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COVID-19 IN NUMBERS



Global Diversity

The PUMS dataset is not available at the County level, so we are showing data for Florida.

MOST COMMON ORIGIN

1. Cuba

   1,006,483 ± 24,039 people

2. Haiti

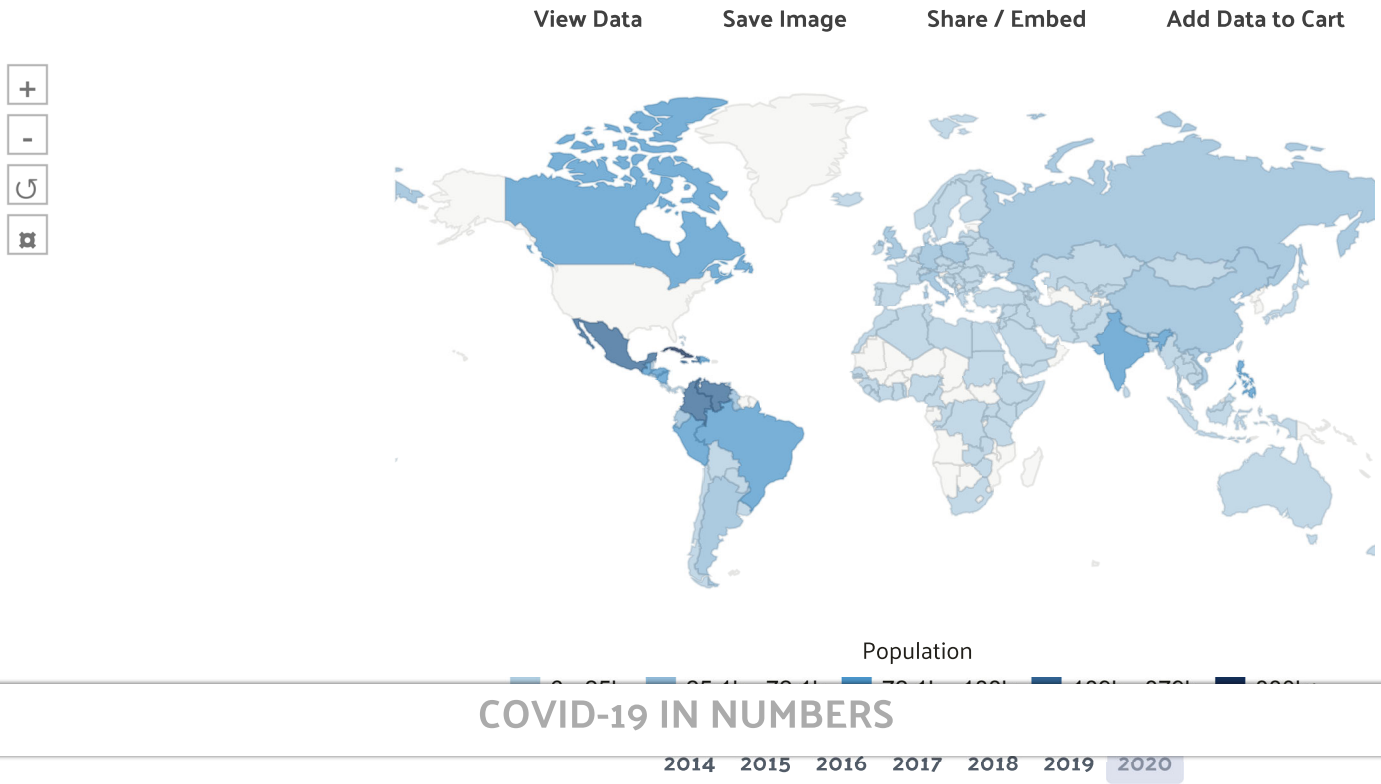
   335,997 ± 14,118 people

3. Colombia

   281,766 ± 12,945 people

In 2020, the most common birthplace for the foreign-born residents of Florida was Cuba, the natal country of 1,006,483 Florida residents, followed by Haiti with 335,997 and Colombia with 281,766.

Data from the Census Bureau ACS PUMS 5-Year Estimate.



COVID-19 IN NUMBERS

2020 CITIZENSHIP

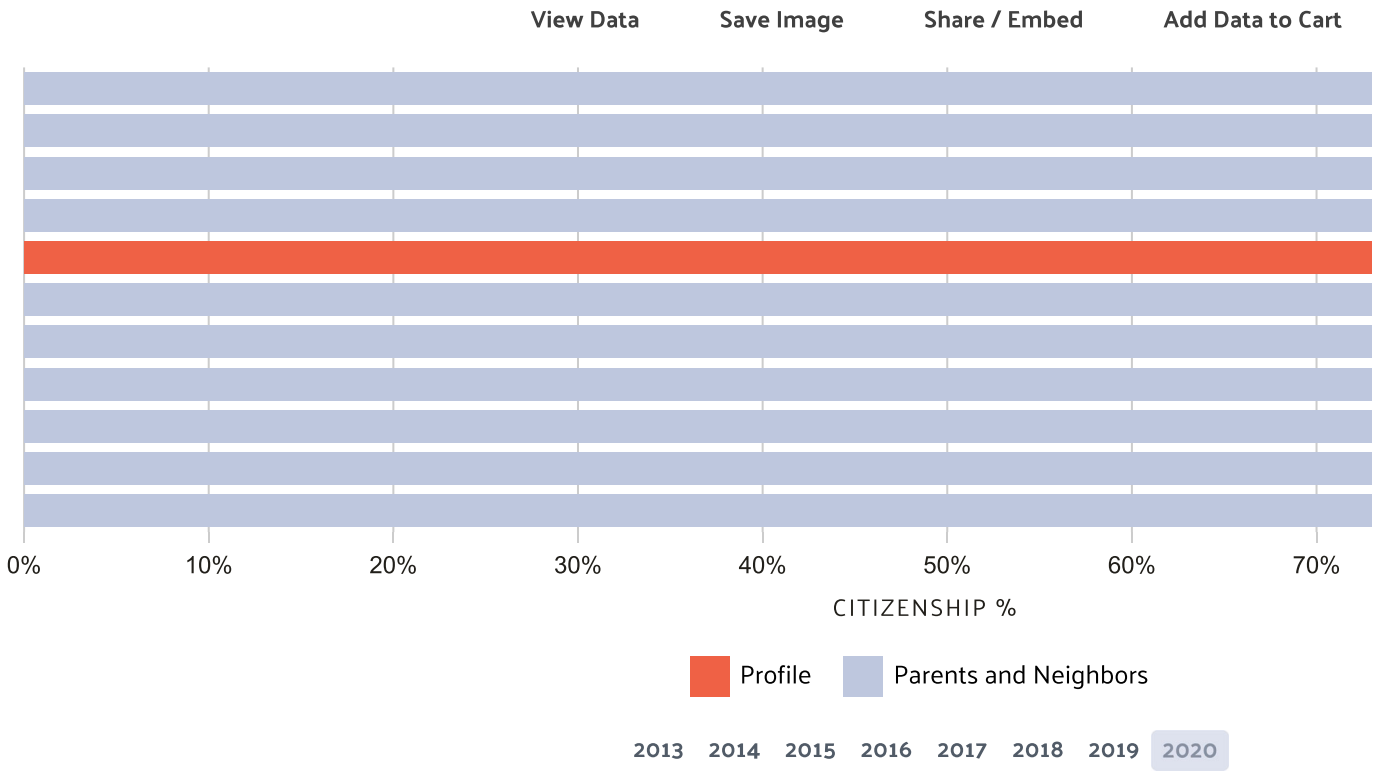
94%

2019 CITIZENSHIP

As of 2020, 94.2% of Highlands County, FL residents were US citizens, which is higher than the national average of 93.4%. In 2019, the percentage of US citizens in Highlands County, FL was 94%, meaning that the rate of citizenship has been increasing.

The following chart shows US citizenship percentages in Highlands County, FL compared to that of it's neighboring and parent geographies.

Data from the Census Bureau ACS 5-year Estimate.



MILITARY

COVID-19 IN NUMBERS

MOST COMMON SERVICE PERIOD

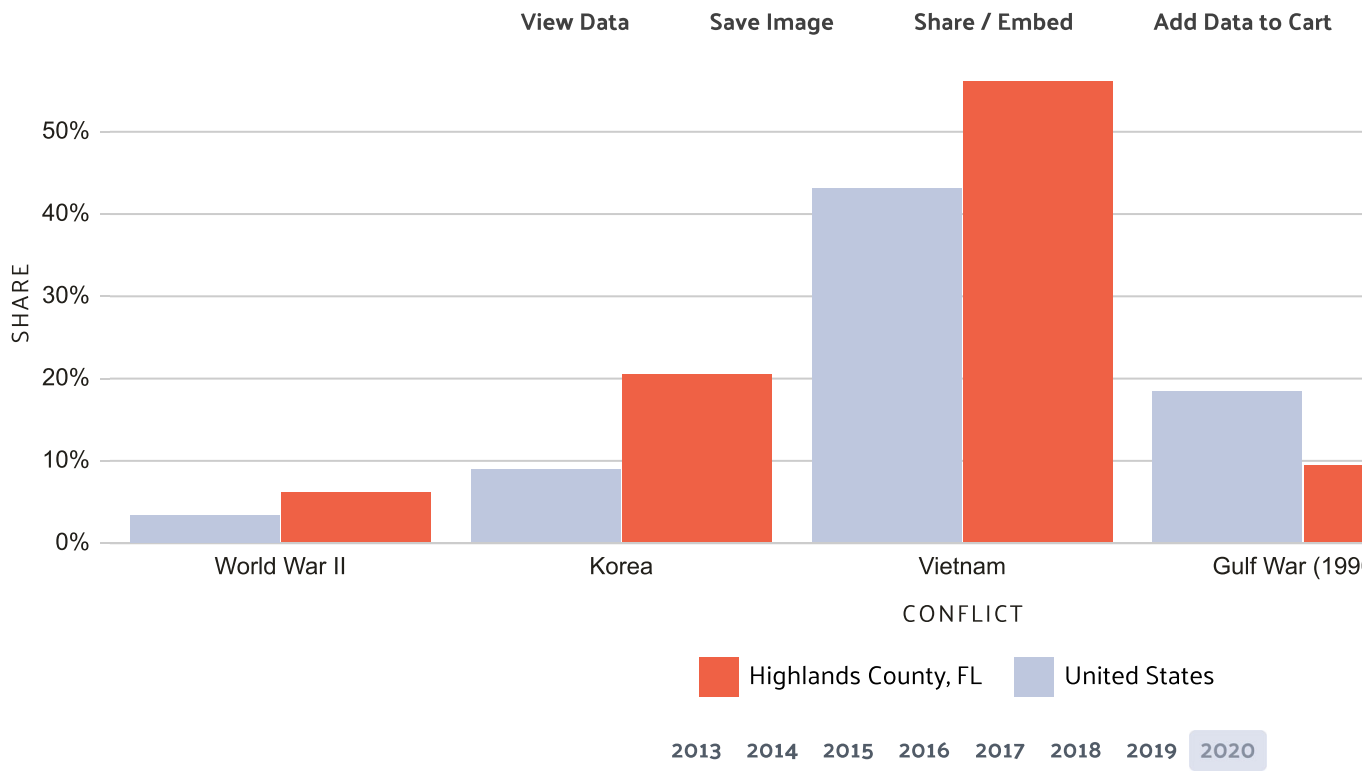
1. Vietnam

3. Gulf War (1990s)

651 ± 187

Highlands County, FL has a large population of military personnel who served in Vietnam, 2.74 times greater than any other conflict.

Data from the Census Bureau ACS 5-year Estimate.



COVID-19

Daily New Cases by Date

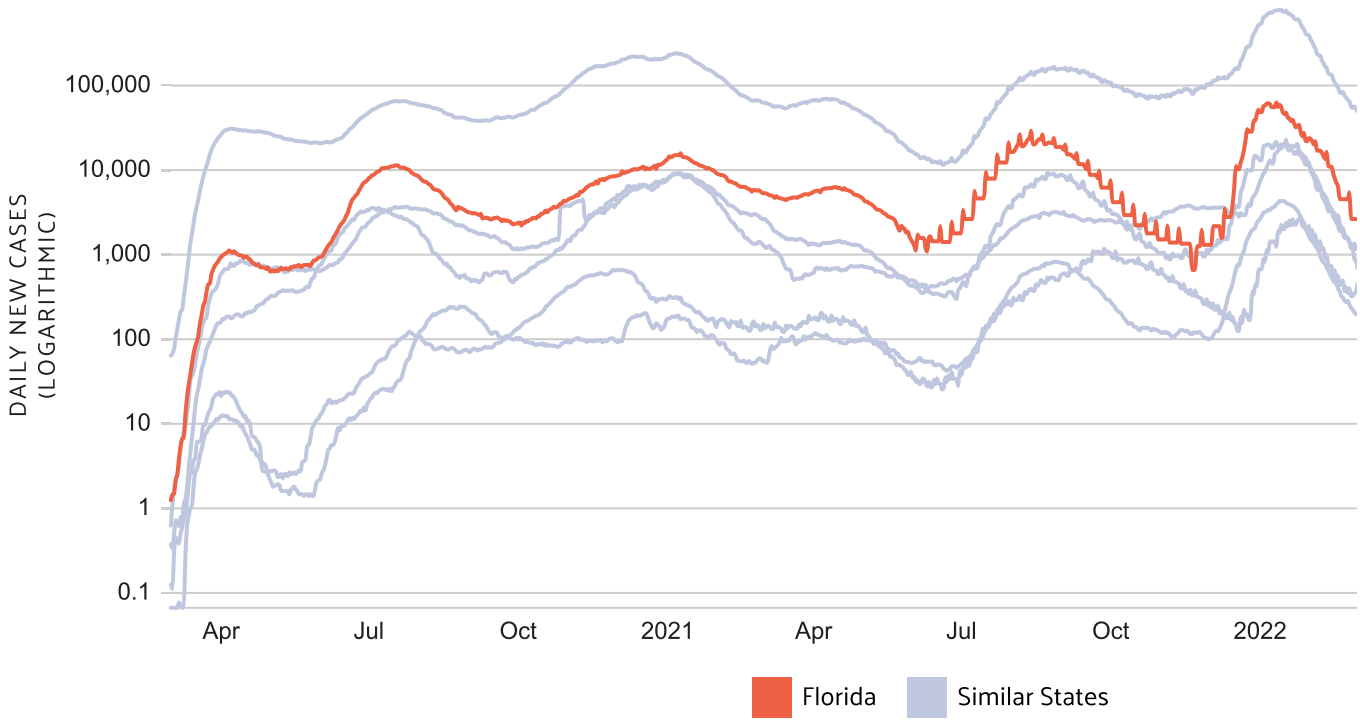
Showing data at the state level for Florida. Hospitalization data for some states may be delayed or not reported

COVID-19 IN NUMBERS

Daily New Cases

Data from the COVID-19 Data Repository by the Center for Systems Science and Engineering (CSSE) at Johns Hopkins University CSSE Covid 19 Time Series.

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Unemployment Insurance Claims

Data is only available at the state level. Showing data for Florida.

This chart shows weekly unemployment insurance claims in Florida (not-seasonally adjusted) compared with the four states with the most similar impact.

The most recent data point uses Advance State Claims data, which can be revised in subsequent weeks.

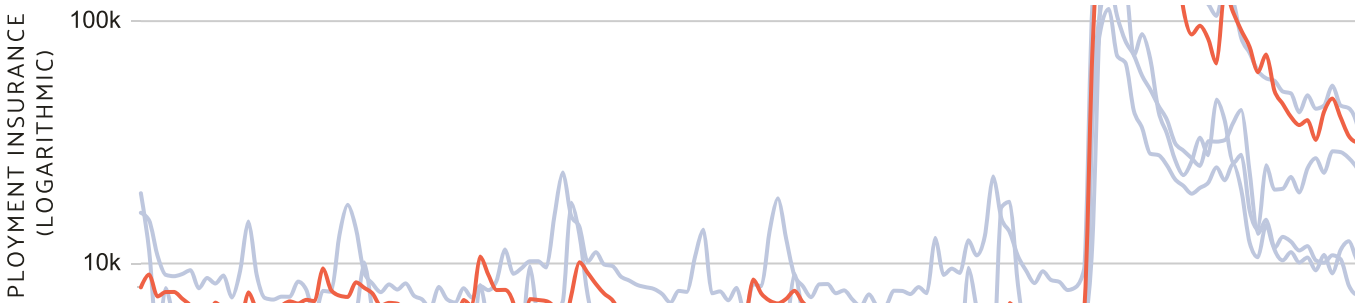
View Full Dashboard

Data from the DOL Unemployment Insurance Weekly Claims Data Unemployment insurance weekly claims by state.

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COVID-19 IN NUMBERS

Highlands County, FL



Employment by Industry Sector

Data is only available at the state level. Showing data for Florida.

Y-AXIS

Monthly Growth (Year-over-Year)

8.45%

YEAR-OVER-YEAR GROWTH

Employment change between May 2020 and May 2021

As of May 2021, there are 145M people employed in Florida. This represents a 8.45% increase in employment when compared to May 2020.

The following chart shows monthly employment numbers for each industry sector in Florida.

View Full Dashboard

Data from the Bureau of Labor Statistics Current Employment Statistics (CES).

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COVID-19 IN NUMBERS

YE

Community Mobility

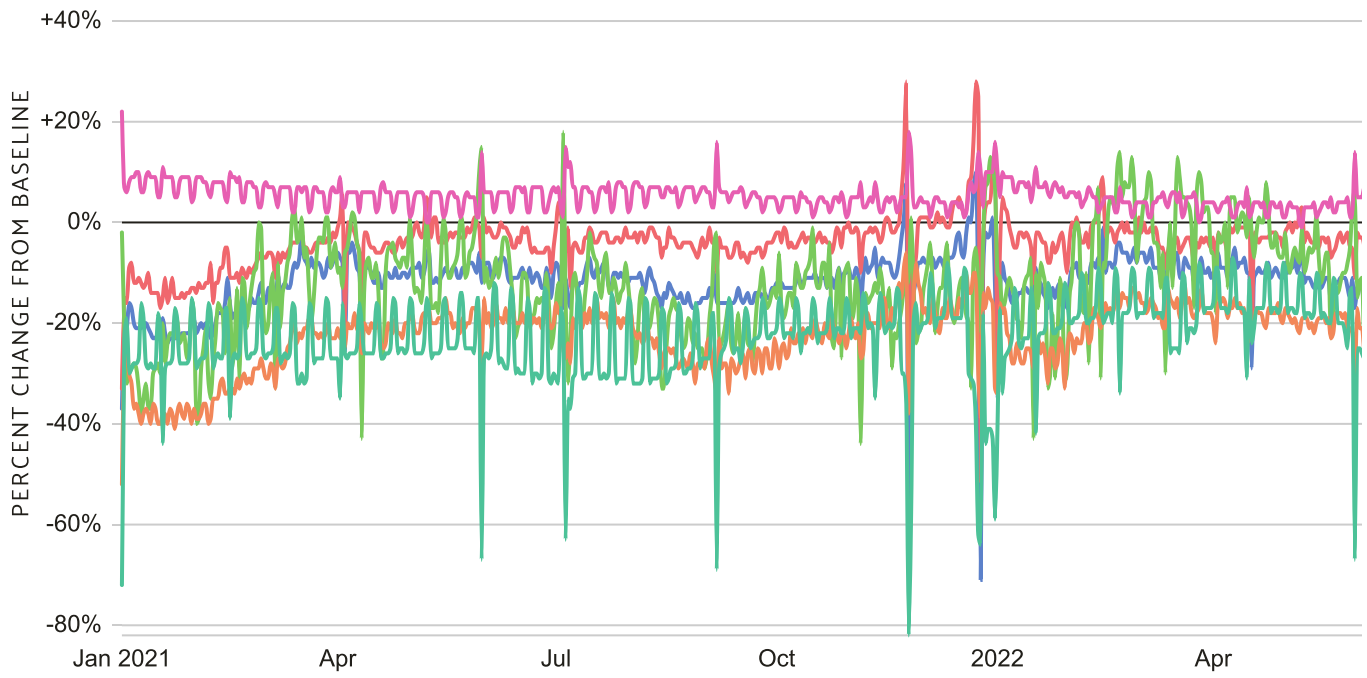
Data is only available at the state level. Showing data for Florida.

This chart presents movement trends over time in the state of Florida across different categories of places such as retail and recreation, groceries and pharmacies, parks, transit stations, workplaces, and residential.

View Full Dashboard

Data from the Google LLC *"Google COVID-19 Community Mobility Reports"* https://www.google.com/covid19/mobility/.

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COVID-19 IN NUMBERS

Median household income in Highlands County, FL is $43,708. In 2020, the tract with the highest Median Household Income in Highlands County, FL was Census Tract

$53,400.

Males in Florida have an average income that is 1.34 times higher than the average income of females, which is $48,168. The income inequality in Florida (measured using the Gini index) is 0.472, which is lower than than the national average.

Social Assistance (6,071 people), Retail Trade (5,595 people), and Construction (3,356 people), and the highest paying industries are Mining, Quarrying, & Oil & Gas Extraction ($91,250), Information ($66,083), and Wholesale Trade ($55,417).

WAGES

Median Household Income

$43,708

2020 VALUE

± $1,841

6.76%

1 YEAR GROWTH

± 5.45%

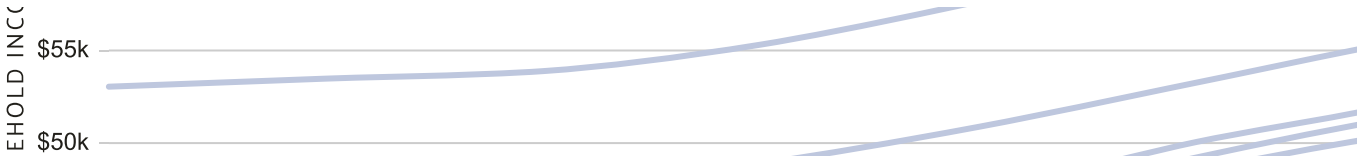
Households in Highlands County, FL have a median annual income of $43,708, which is less than the median annual income of $64,994 across the entire United States. This is in comparison to a median income of $40,942 in 2019, which represents a 6.76% annual growth.

The following chart shows how the median household income in Highlands County, FL compares to that of its neighboring and parent geographies.

Data from the Census Bureau ACS 5-year Estimate.

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COVID-19 IN NUMBERS



Wage by Sex in Common Jobs

The PUMS dataset is not available at the County level, so we are showing data for Florida.

$64,321

AVERAGE MALE SALARY IN FLORIDA

± $888

$48,168

AVERAGE FEMALE SALARY IN FLORIDA

± $615

In 2020, full-time male employees in Florida made 1.34 times more than female employees.

This chart shows the sex-based wage disparity in the 5 most common occupations in Florida by number of full-time employees.

Data from the Census Bureau ACS PUMS 5-Year Estimate.



COVID-19 IN NUMBERS

2014 2015 2016 2017 2018 2019 2020

HIGHEST AVERAGE SALARIES BY RACE & ETHNICITY IN FLORIDA

1. Asian

   $60,417 ± $3,531

2. White

   $53,356 ± $619

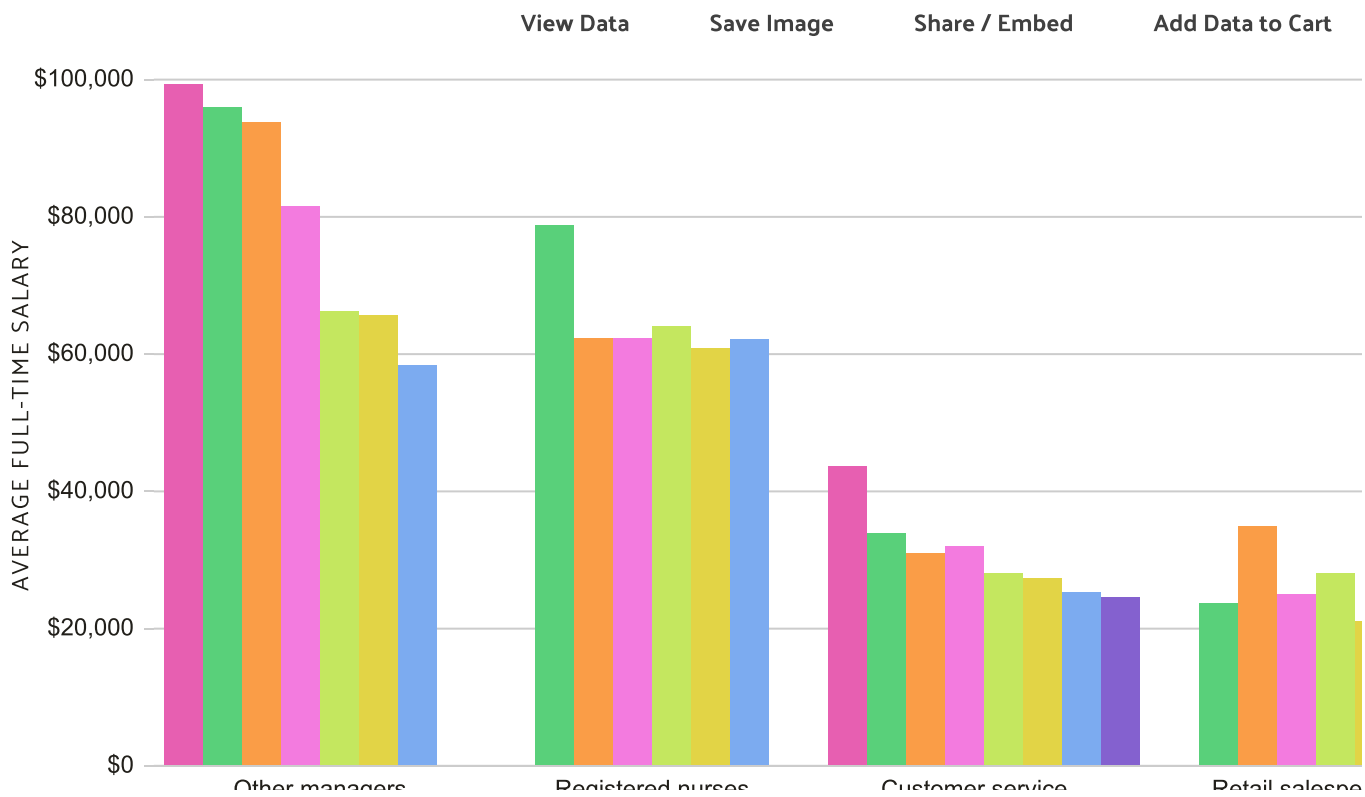
3. Two or More Races

   $44,585 ± $1,774

In 2020 the highest paid race/ethnicity of Florida workers was Asian. These workers were paid 1.13 times more than White workers, who made the second highest salary of any race/ethnicity in Florida.

This chart shows the race- and ethnicity-based wage disparities in the 5 most common occupations in Florida by number of full-time employees.

Data from the Census Bureau ACS PUMS 5-Year Estimate.



COVID-19 IN NUMBERS

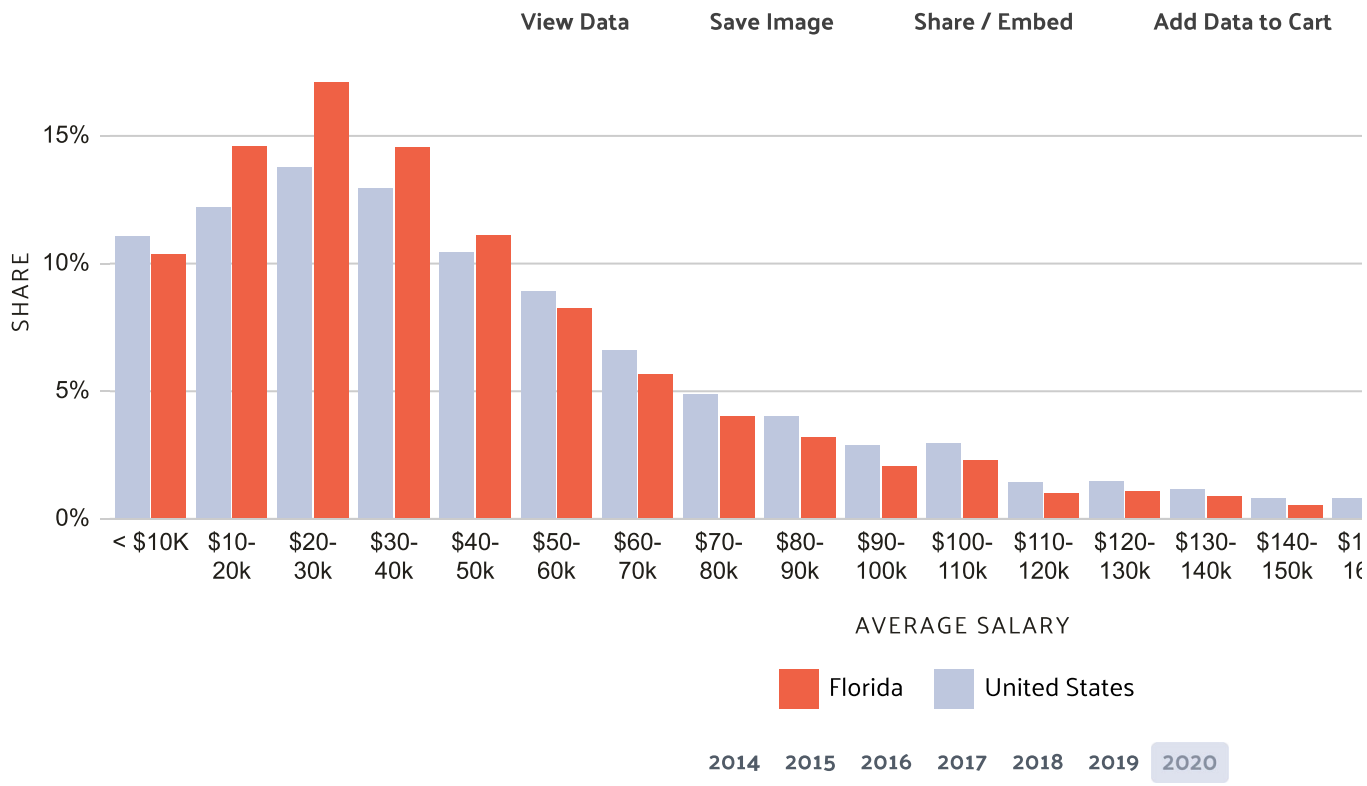
The closest comparable wage GINI for Highlands County, FL is from Florida.

0.472

In 2020, the income inequality in Florida was 0.472 according to the GINI calculation of the wage distribution. Income inequality had a 0.289% decline from 2019 to 2020, which means that wage distribution grew somewhat more even. The GINI for Florida was lower than than the national average of 0.478. In other words, wages are distributed more evenly in Florida in comparison to the national average.

This chart shows the number of workers in Florida across various wage buckets compared to the national average.

Data from the Census Bureau ACS PUMS 5-Year Estimate.



Income by Location

Use the dropdown to filter by race/ethnicity.

RACE/ETHNICITY

Total

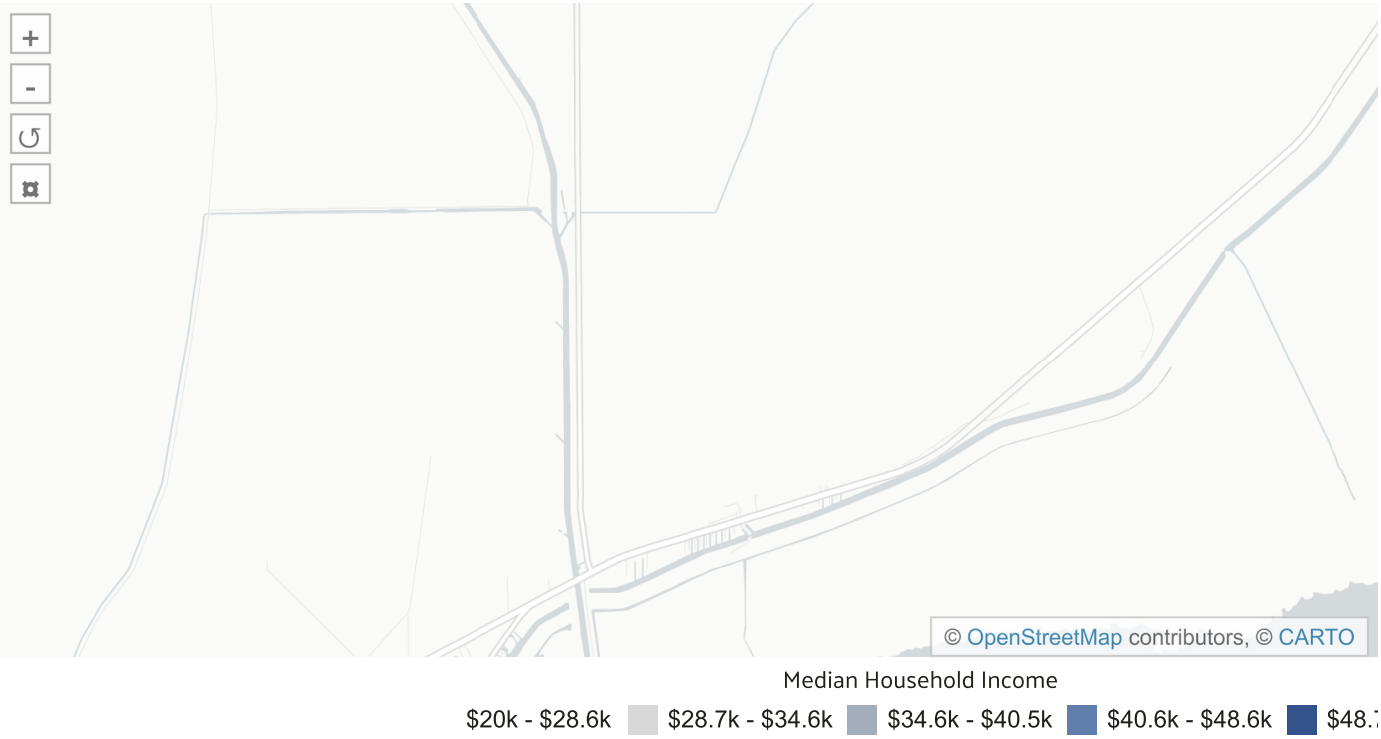
HIGHEST MEDIAN HOUSEHOLD INCOME (TOTAL)

2. Census Tract 9601.01
3. Census Tract 9616.02

The following map shows all of the tracts in Highlands County, FL colored by their Median Household Income (Total).

Data from the Census Bureau ACS 5-year Estimate.

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Poverty by Age and Sex

Females 55 - 64

LARGEST DEMOGRAPHIC LIVING IN POVERTY

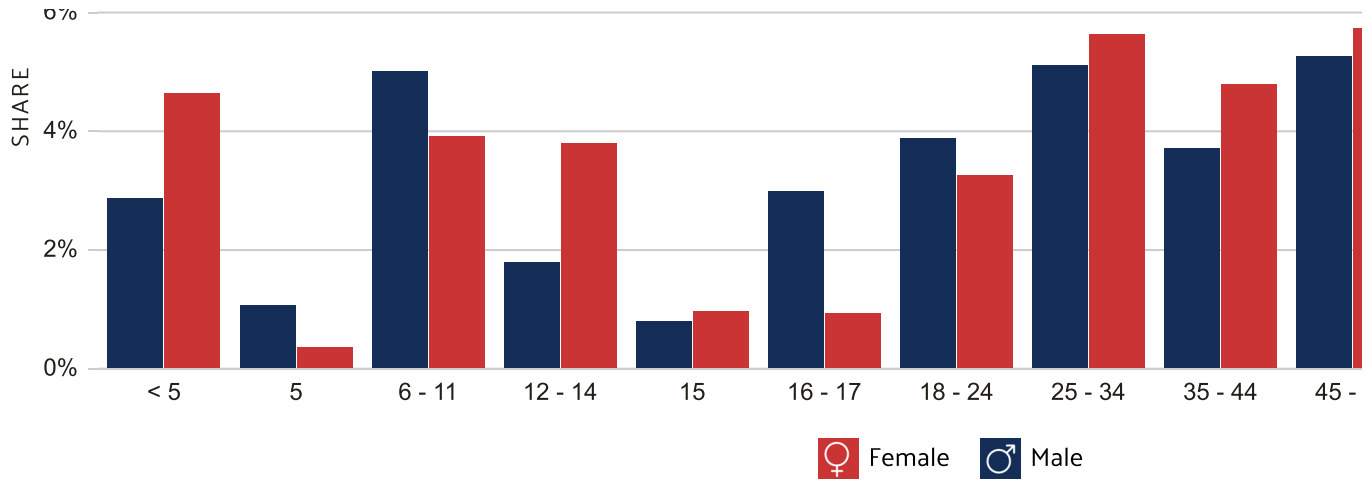
16% of the population for whom poverty status is determined in Highlands County, FL (16.5k out of 103k people) live below the poverty line, a number that is higher than the national average of 12.8%. The largest demographic living in poverty are Females 55 - 64, followed by Females 75+ and then Males 55 - 64.

The Census Bureau uses a set of money income thresholds that vary by family size and composition to determine who classifies as impoverished. If a family's total income is less than the family's threshold than that family and every individual in it is considered to be living in poverty.

COVID-19 IN NUMBERS

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Highlands County, FL



Poverty by Race and Ethnicity

LARGEST RACE OR ETHNICITY LIVING IN POVERTY

1. White

   11,474 ± 1,020

2. Hispanic

   5,138 ± 609

3. Black

   2,580 ± 403

The most common racial or ethnic group living below the poverty line in Highlands County, FL is White, followed by Hispanic and Black.

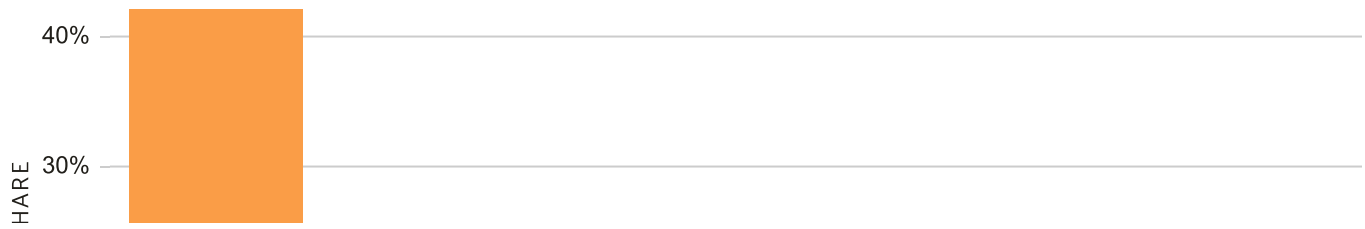
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Data from the Census Bureau ACS 5-year Estimate.

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COVID-19 IN NUMBERS

Highlands County, FL



OCCUPATIONS

Employment by Occupations

34.3k

2020 VALUE

± 1,684

2.34%

1 YEAR GROWTH

± 6.58%

From 2019 to 2020, employment in Highlands County, FL grew at a rate of 2.34%, from 33.6k employees to 34.3k employees.

The most common job groups, by number of people living in Highlands County, FL, are Office & Administrative Support Occupations (4,535 people), Sales & Related Occupations (3,859 people), and Management Occupations (2,637 people). This chart illustrates the share breakdown of the primary jobs held by residents of Highlands County, FL.

Data from the Census Bureau ACS 5-year Estimate.

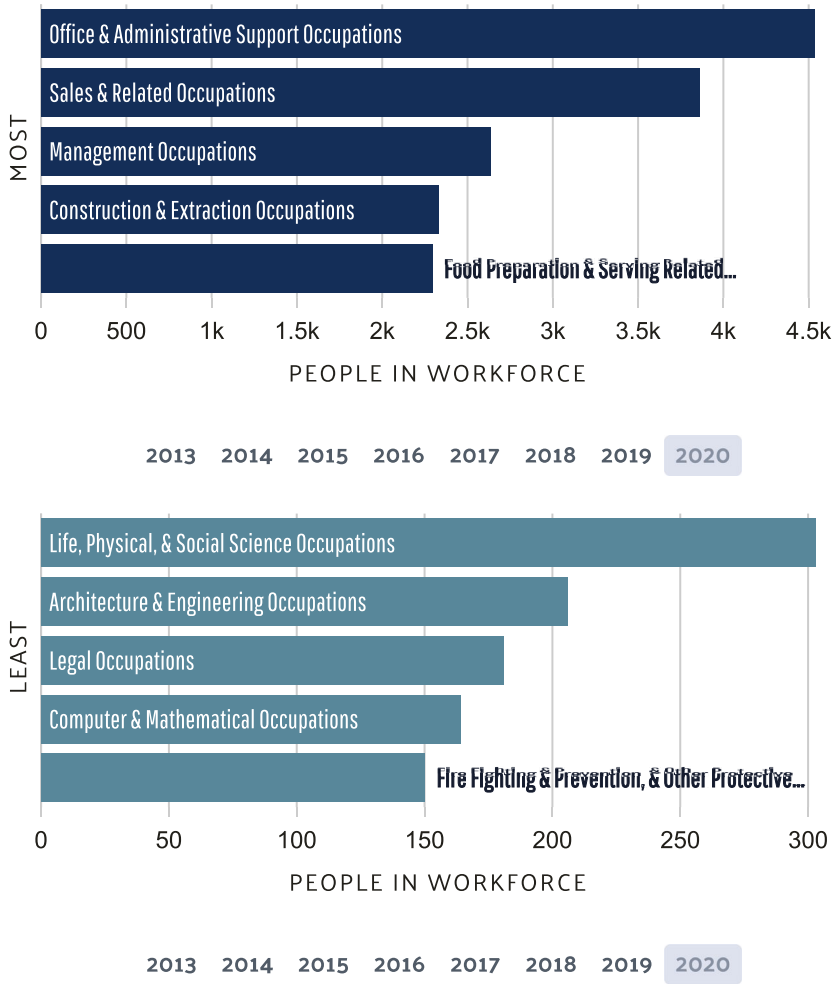
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COVID-19 IN NUMBERS



Most Common

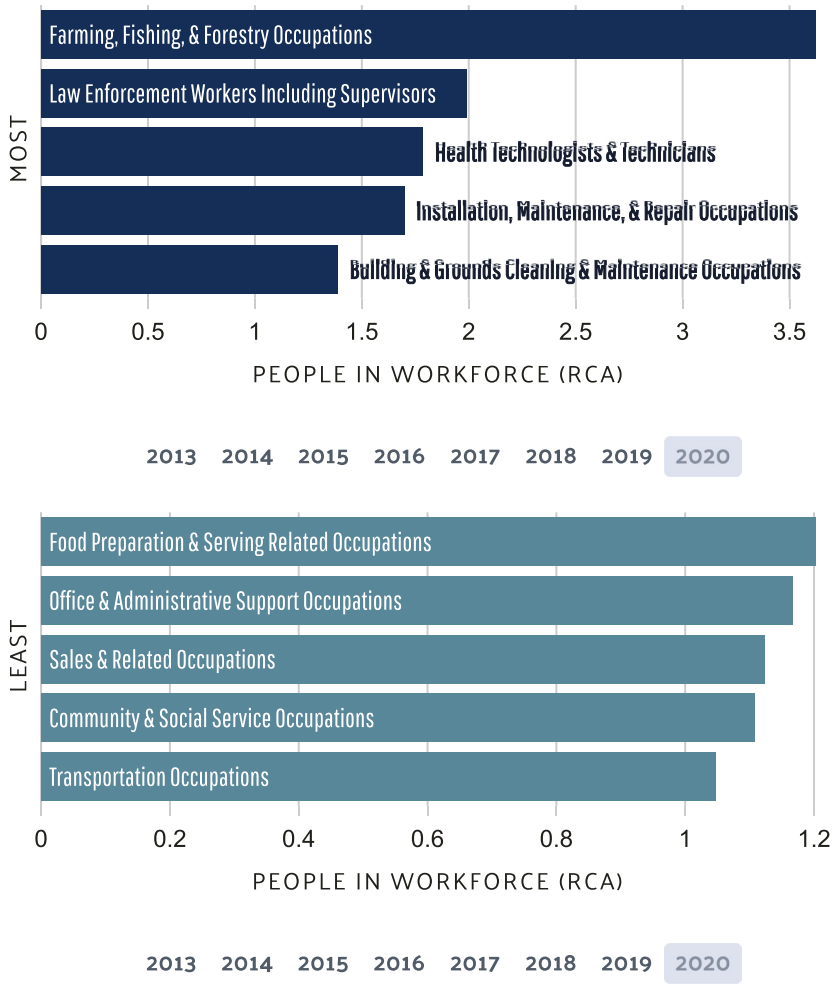
The most common jobs held by residents of Highlands County, FL, by number of employees, are Office & Administrative Support Occupations (4,535 people), Sales & Related Occupations (3,859 people), and Management Occupations (2,637 people).



Data from the Census Bureau ACS 5-year Estimate.

COVID-19 IN NUMBERS

Most Specialized



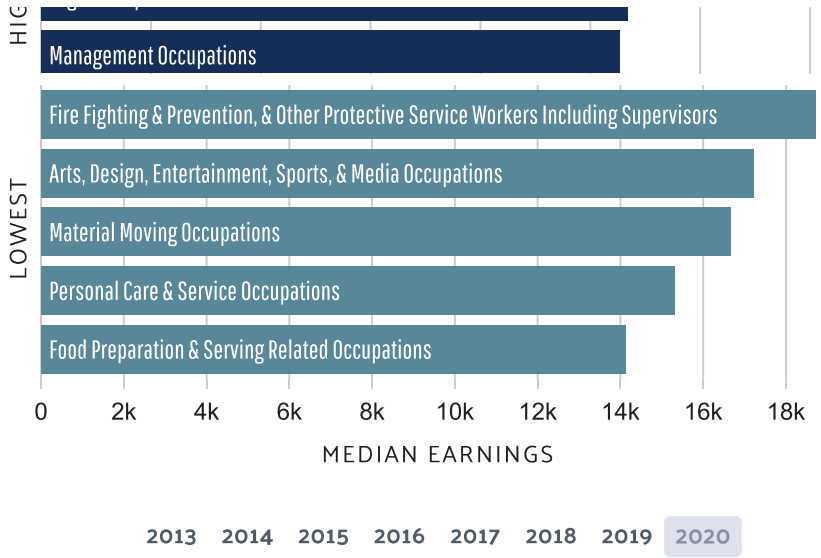
Data from the Census Bureau ACS 5-year Estimate.

Highest Paid

The highest paid jobs held by residents of Highlands County, FL, by median earnings, are Health Diagnosing & Treating Practitioners & Other Technical Occupations ($70,511), Architecture & Engineering Occupations ($66,000), and Legal Occupations ($53,413).

COVID-19 IN NUMBERS

Highlands County, FL



Data from the Census Bureau ACS 5-year Estimate.

INDUSTRIES

Employment by Industries

34.3k

2020 VALUE

± 1,684

2.34%

1 YEAR GROWTH

± 6.58%

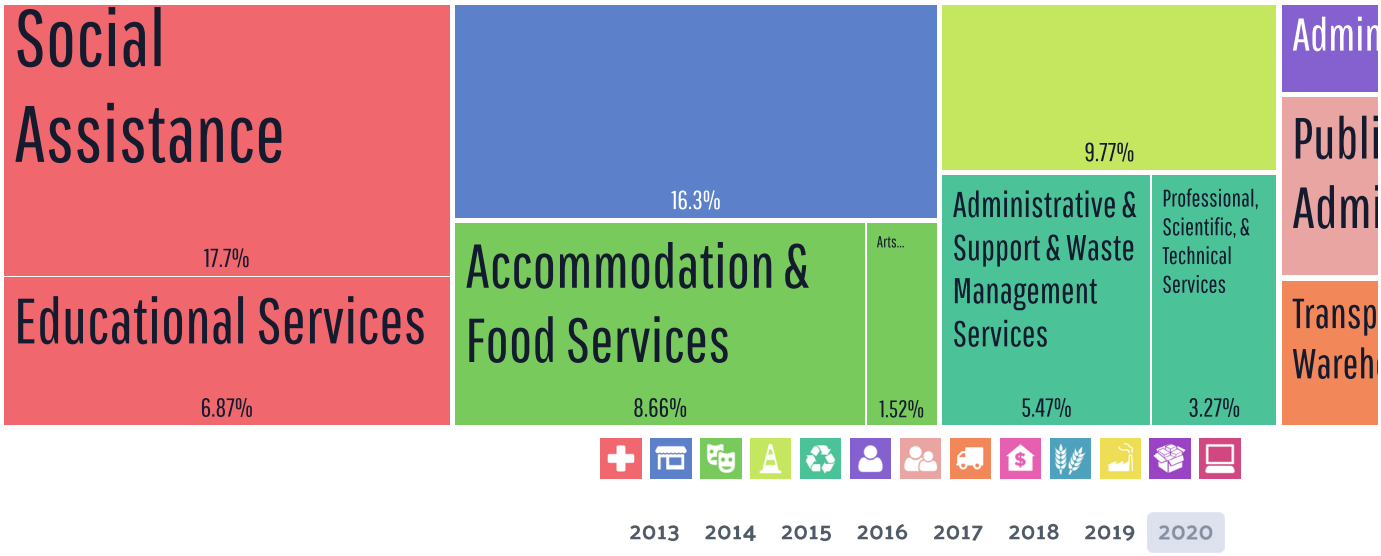
From 2019 to 2020, employment in Highlands County, FL grew at a rate of 2.34%, from 33.6k employees to 34.3k employees.

The most common employment sectors for those who live in Highlands County, FL, are Health Care & Social Assistance (6,071 people), Retail Trade (5,595 people), and Construction (3,356 people). This chart shows the share breakdown of the primary industries for residents of Highlands County, FL, though some of these residents may live in Highlands County, FL and work somewhere else. Census data is tagged to a residential

COVID-19 IN NUMBERS

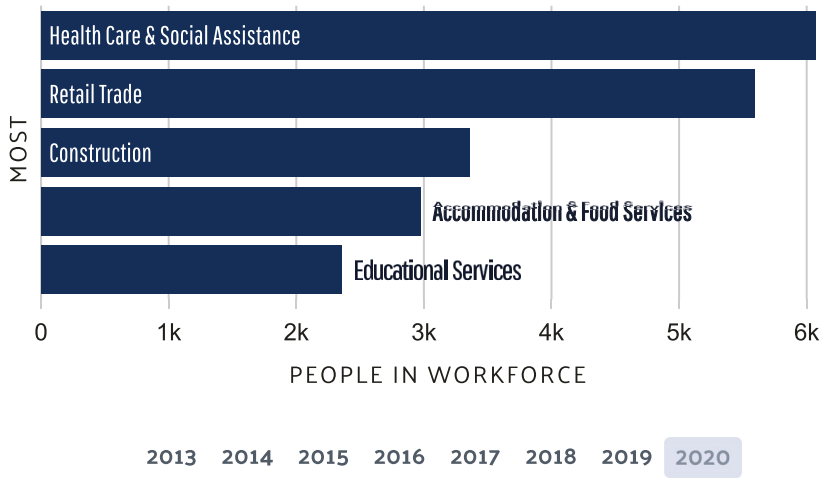
Data from the Census Bureau ACS 5-year Estimate.

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Most Common

The most common industries in Highlands County, FL, by number of employees, are Health Care & Social Assistance (6,071 people), Retail Trade (5,595 people), and Construction (3,356 people).

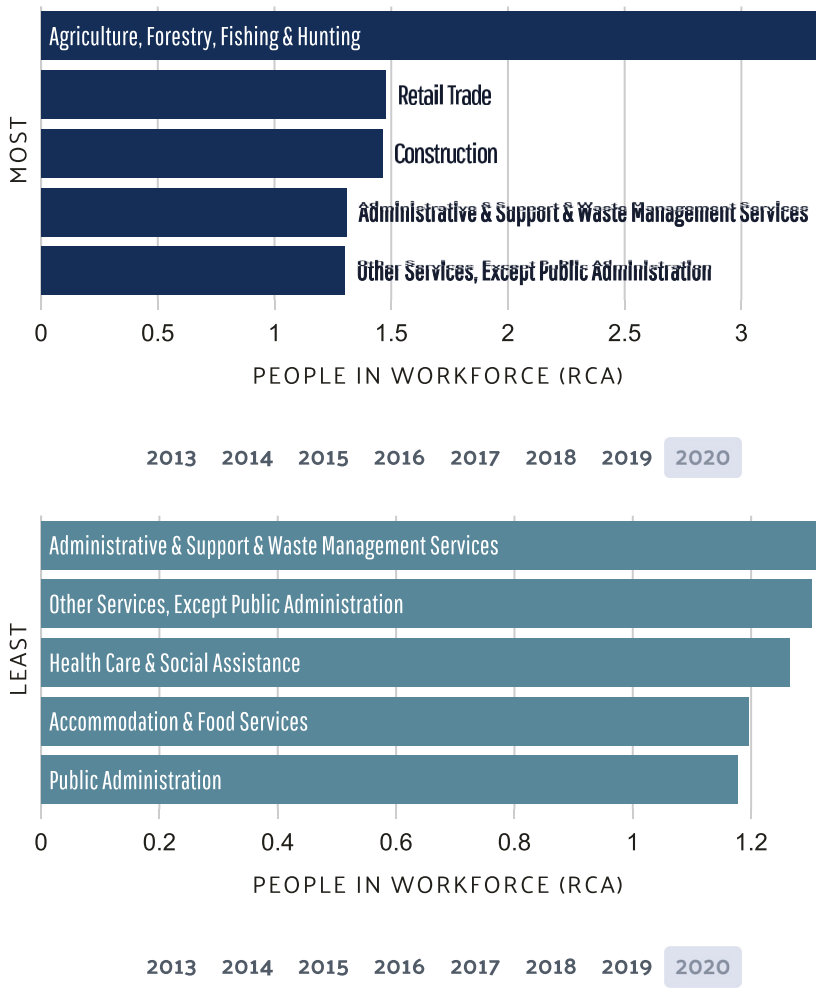


COVID-19 IN NUMBERS

Data from the Census Bureau ACS 5-year Estimate.

Most Specialized

Compared to other counties, Highlands County, FL has an unusually high number of Agriculture, Forestry, Fishing & Hunting (3.32 times higher than expected), Retail Trade (1.48 times), and Construction (1.46 times) industries.

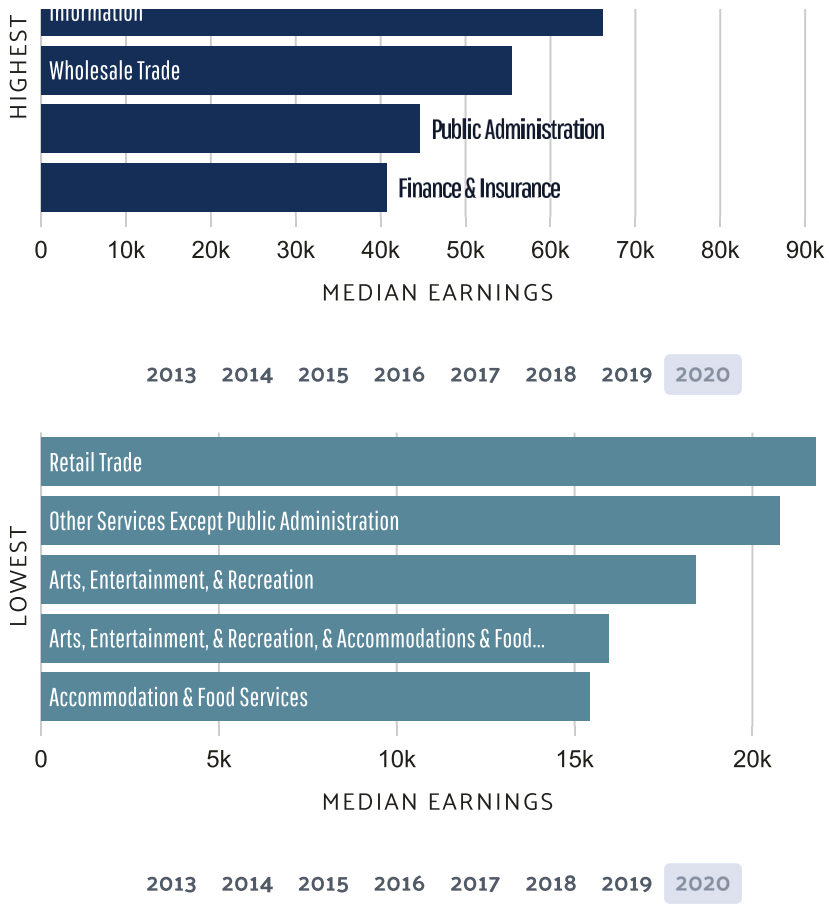


Data from the Census Bureau ACS 5-year Estimate.

COVID-19 IN NUMBERS

The highest paying industries in Highlands County, FL, by median earnings, are Mining, Quarrying, & Oil & Gas Extraction ($91,250), Information ($66,083), and Wholesale Trade ($55,417).

Highlands County, FL



Data from the Census Bureau ACS 5-year Estimate.

DOMESTIC TRADE

Domestic Production & Consumption

Domestic production and consumption consists of products and services shipped from Florida to other states, or from other states to Florida.

Domestic Production in Dollars

TOP DOMESTIC PRODUCTION IN DOLLARS

1. Mixed freight

COVID-19 IN NUMBERS

2. Electronics

$62.6B

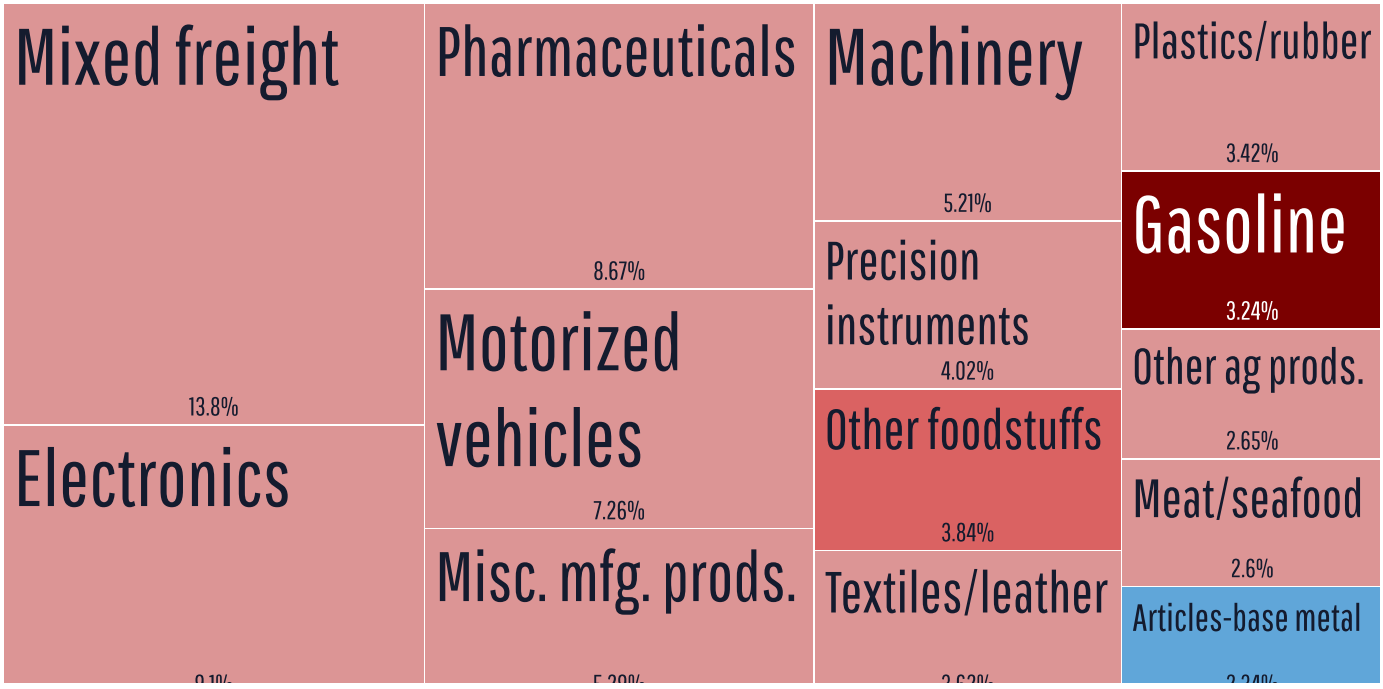
Electronics ($62.6B) and Pharmaceuticals ($59.6B).

The following chart shows the share of these products in relation to all outbound Florida products.

Data from the Department of Transportation Federal Highway Administration Freight Analysis Framework Domestic Flows.

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Total: $688B



Domestic Trade Growth

Showing data for Florida.

Domestic Production in Dollars

$688B

2020 VALUE IN FLORIDA

$1.41T

PROJECTED 2050 VALUE IN FLORIDA

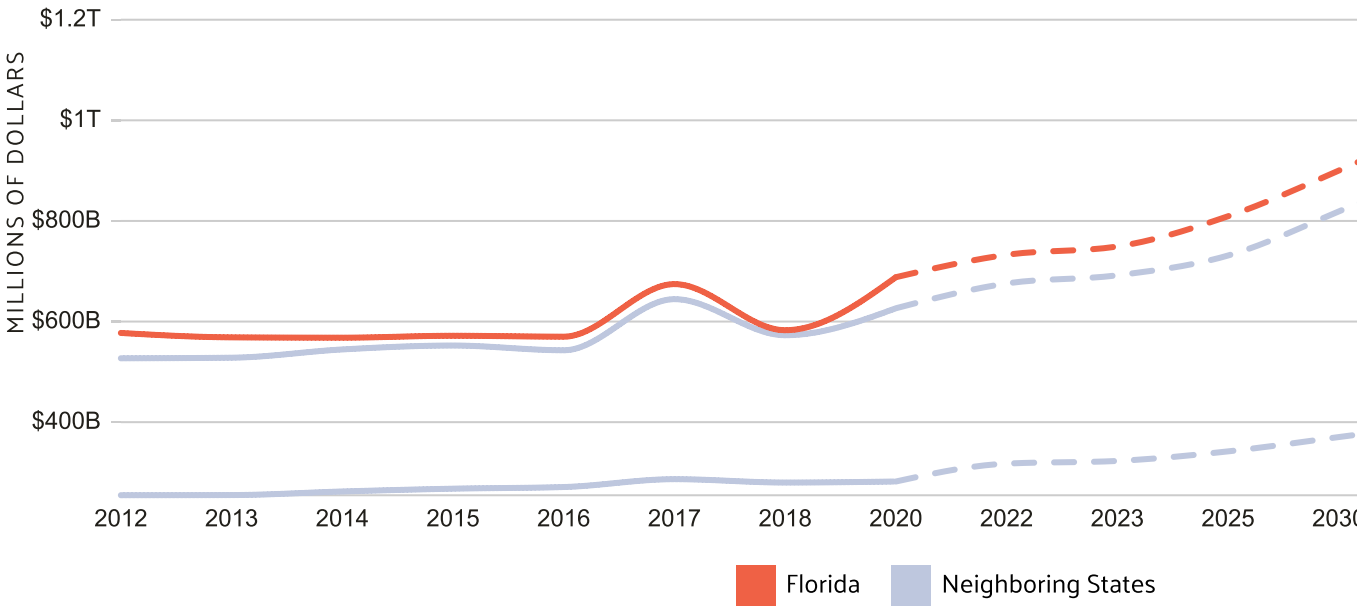
105% growth

In 2020, total outbound Florida trade was $688B. This is expected to increase 105% to $1.41T by 2050.

COVID-19 IN NUMBERS

to its neighboring states.

Data from the Department of Transportation Federal Highway Administration Freight Analysis Framework Domestic Flows.



Interstate Trade

Interstate trade consists of products and services shipped from Florida to other states, or from other states to Florida.

Domestic Production in Dollars

MOST COMMON TRADE PARTNERS

1. Georgia
   $24.9B
2. California
   $19.2B
3. Texas
   $15.8B

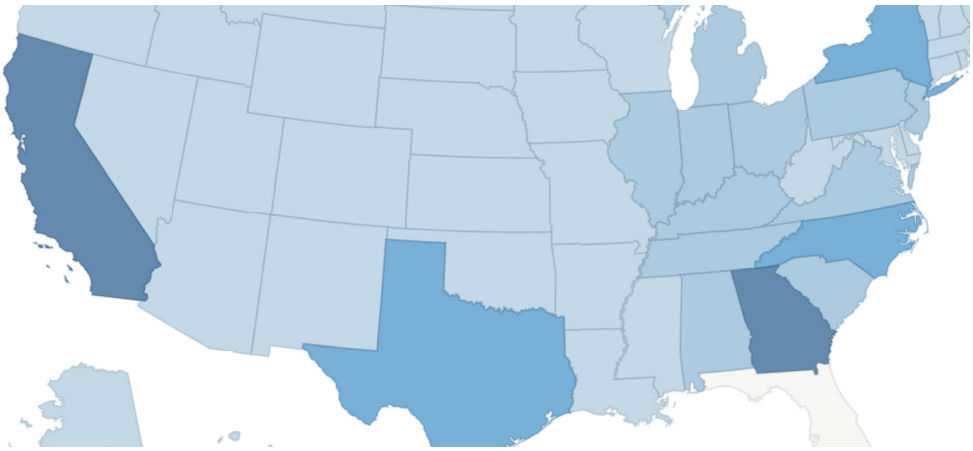
In 2020, the top outbound Florida domestic partner for goods and services (by dollars) was Georgia with $24.9B, followed by California with $19.2B and Texas and $15.8B.

The following map shows the amount of trade that Florida shares with each state (excluding itself).

Data from the Department of Transportation Federal Highway Administration Freight Analysis Framework Domestic Flows.

COVID-19 IN NUMBERS

+
-



Civics

In the 2020 presidential election, the popular vote in Highlands County, FL went to Donald J. Trump with 66.8% of the vote. The runner-up was Joseph R Biden Jr. (32.5%), followed by Jo Jorgensen (0.427%). The most partisan county was Holmes County, FL with 89.1% of the vote going to Donald J. Trump running for the Republican Party.

Marco Rubio and Rick Scott are the senators currently representing the state of Florida. In the United States, senators are elected to 6-year terms with the terms for individual senators staggered.

Florida is currently represented by 27 members in the U.S. house, and members of the House of Representives are elected to 2-year terms.

Presidential Popular Vote Over Time

COVID-19 IN NUMBERS

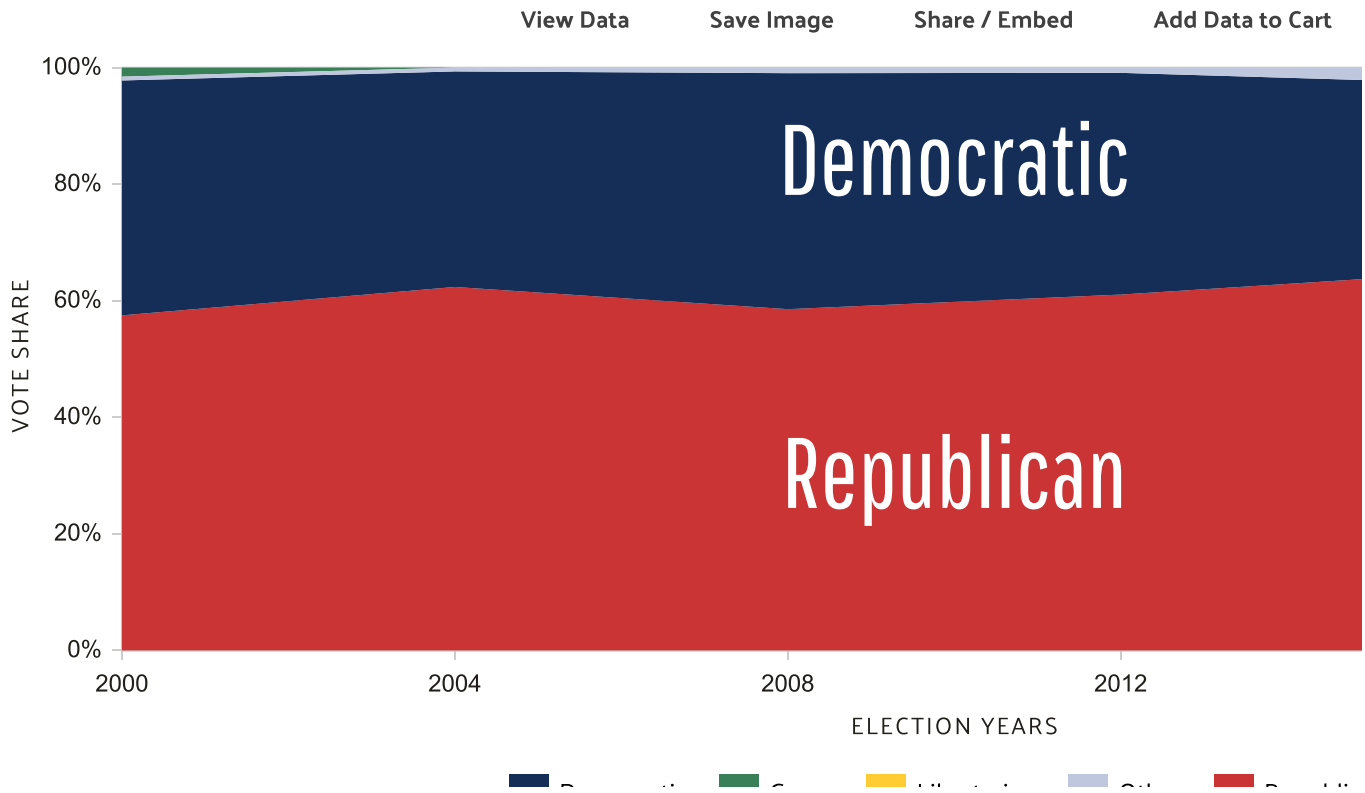
1. Donald J. Trump (66.8%)
   Republican Party

Libertarian Party

In the 2020 presidential election, the popular vote in Highlands County, FL went to Donald J. Trump with 66.8% of the vote. The runner-up was Joseph R Biden Jr. (32.5%), followed by Jo Jorgensen (0.427%).

The following chart shows the popular vote results in Highlands County, FL for each registered party from 1976 to 2020.

Data from the Federal Election Commision County Presidential Election Returns 2000-2020.



Presidential Popular Vote by County

Presidential voting results are only available at the county level. Showing data for the counties inside of Florida.

Donald J. Trump

POPULAR VOTE FOR HIGHLANDS COUNTY, FL

66.8% for the Republican Party

MOST PARTISAN COUNTIES IN FLORIDA

COVID-19 IN NUMBERS

89.1% for Donald J. Trump (Republican Party)

2. Lafayette County, FL

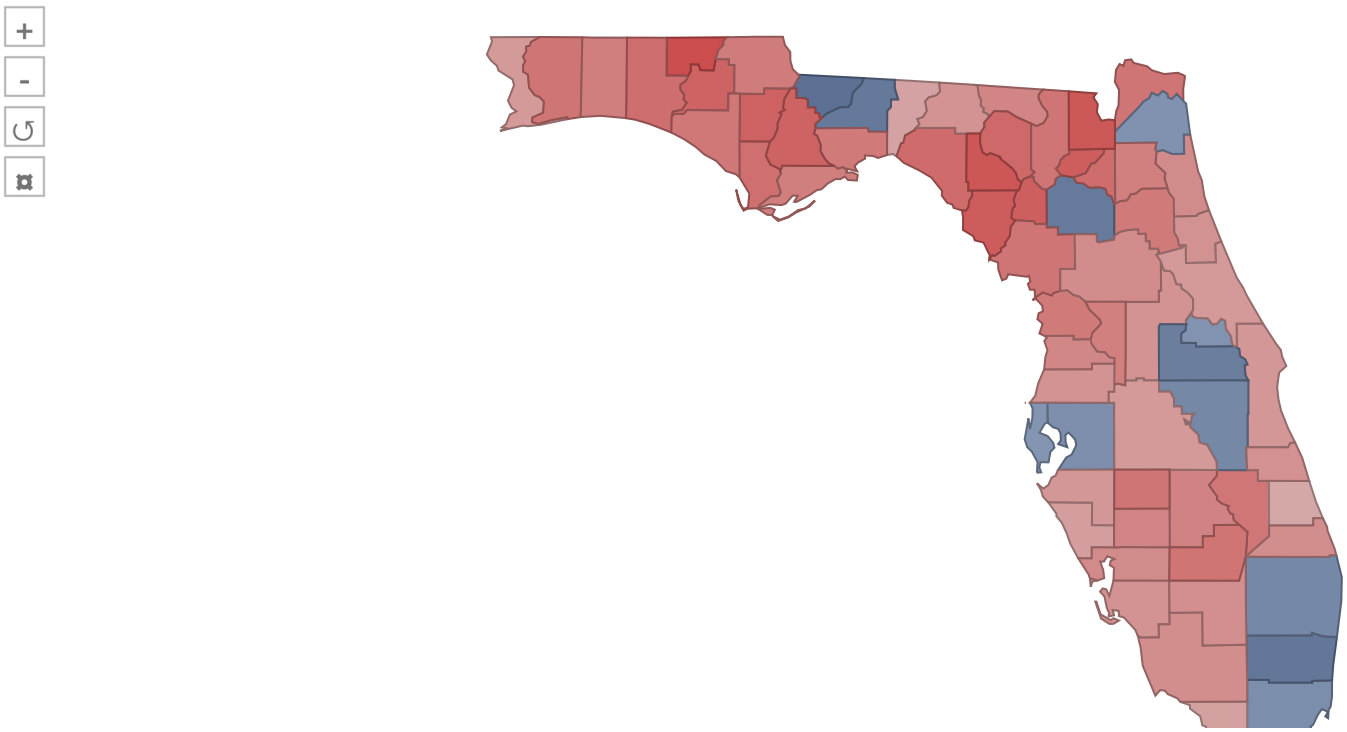
85.5% for Donald J. Trump (Republican Party)

the vote going to Donald J. Trump running for the Republican Party.

The following map shows the counties in Florida colored by their party leaning.

Data from the Federal Election Commision County Presidential Election Returns 2000-2020.

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US Senators from Florida

Senatorial voting results are only available at the state level. Showing data for Florida.

Marco Rubio

SENATOR FROM FLORIDA

Assumed office on January 3, 2011

Rick Scott

SENATOR FROM FLORIDA

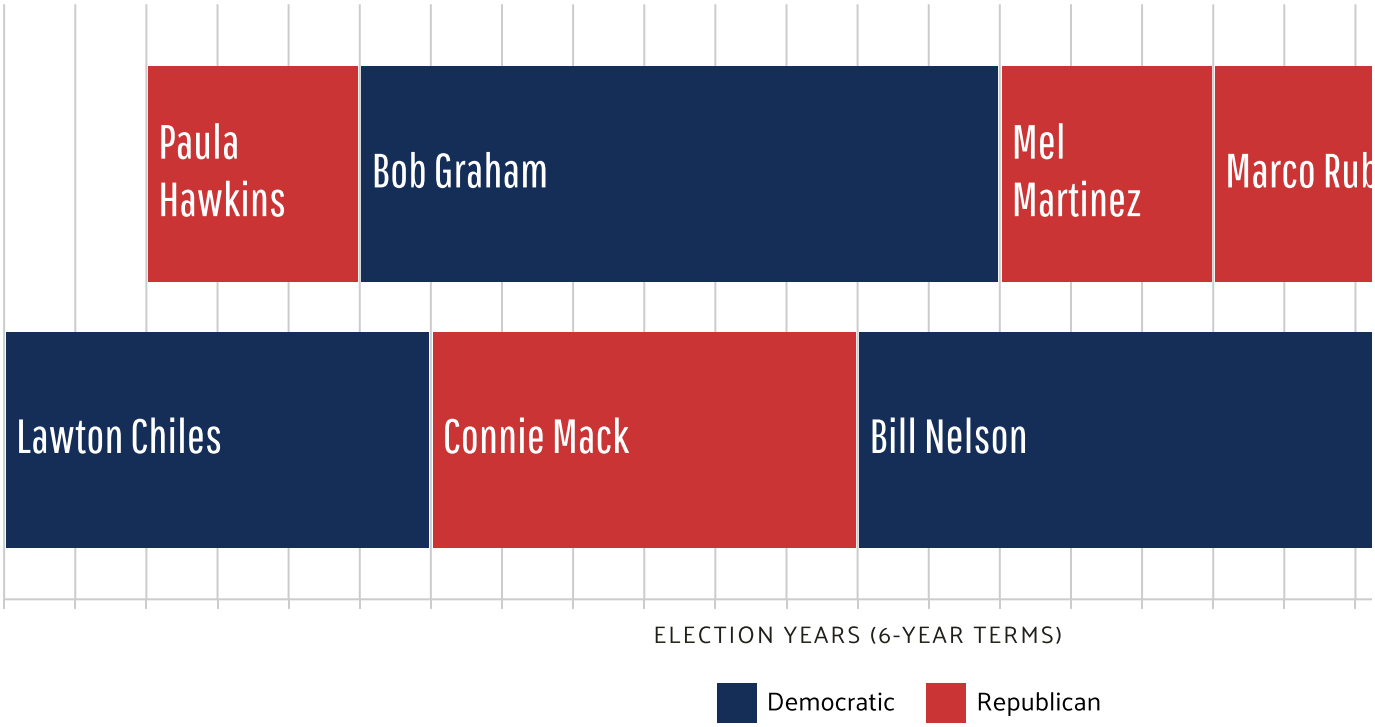
Assumed office on January 8, 2019

Inauguration delayed in order to finish his term as Governor of Florida.

COVID-19 IN NUMBERS

In the United States, senators are elected to 6-year terms with the terms for individual senators staggered.

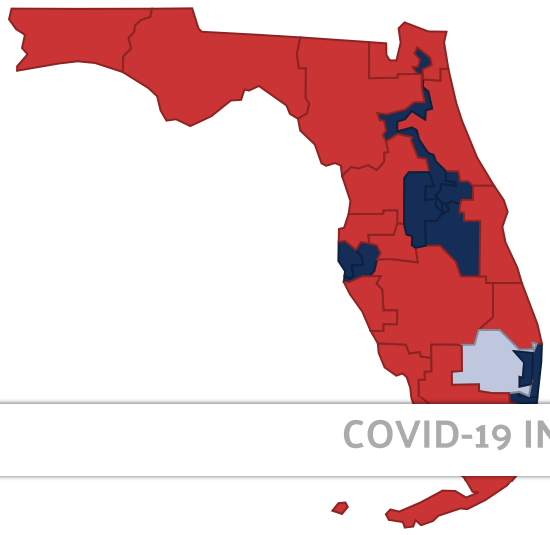
Highlands County, FL



US Representatives from Florida

Florida is currently represented by 27 members in the U.S. house.

Members of the House of Representives are elected to 2-year terms, and the following chart shows the how the members for Florida have changed over time starting in 2008.



COVID-19 IN NUMBERS



Education

In 2020, universities in Highlands County, FL awarded 625 degrees. The student population of Highlands County, FL is skewed towards women, with 907 male students and 1,819 female students.

Most students graduating from Universities in Highlands County, FL are White (284 and 46.1%), followed by Hispanic or Latino (233 and 37.8%), Black or African American (65 and 10.6%), and Asian (13 and 2.11%).

Florida State College (611 and 97.8%) and UR Beauty & Barber Academy (14 and 2.24%).

The most popular majors in Highlands County, FL are Liberal Arts & Sciences (267 and 42.7%), Criminal Justice - Police Science (35 and 5.6%), and Entrepreneurial Studies (34 and 5.44%).

The median tuition cost in Highlands County, FL for a public four year colleges is $3,135 for in-state students and $11,829 for out-of-state

COVID-19 IN NUMBERS

FL by number of degrees awarded are South

Concentrations

1. Registered Nursing

   17 degree-majorss awarded

2. General Business Administration & Management

   7 degree-majorss awarded

3. Liberal Arts & Sciences

   267 degree-majorss awarded

In 2020, the most common concentation for Associates Degree recipients in Highlands County, FL was Registered Nursing with 17 degrees awarded.

This visualization illustrates the percentage of students graduating with a Associates Degree from schools in Highlands County, FL according to their major.

Data from the Integrated Postsecondary Education Data System (IPEDS) Completions.

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Total: 316



Universities

LARGEST UNIVERSITIES BY DEGREES AWARDED

COVID-19 IN NUMBERS

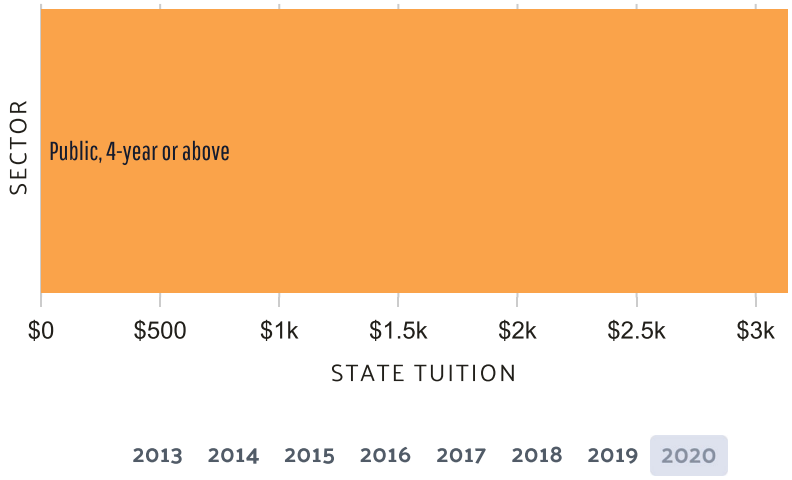
1. South Florida State College

   611 degrees awarded

2. UR Beauty & Barber Academy

Highlands County, FL

In 2020, the Highlands County, FL institution with the largest number of graduating students was South Florida State College with 611 degrees awarded.



2013 2014 2015 2016 2017 2018 2019 2020

Data from the Integrated Postsecondary Education Data System (IPEDS) Completions.

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COVID-19 IN NUMBERS

Student Sex for Common Institutions

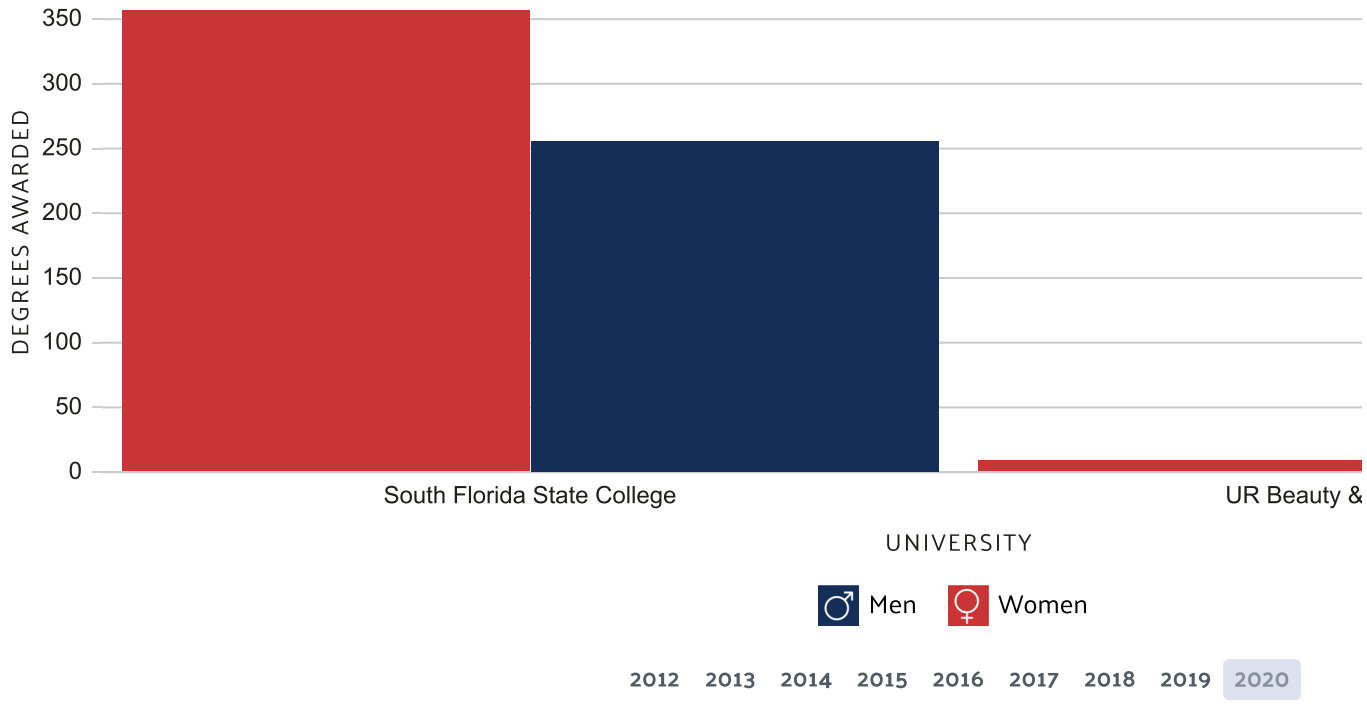
364

DEGREES AWARDED TO WOMEN

In 2020, 261 men were awarded degrees from institutions in Highlands County, FL, which is 0.717 times less than the 364 female students who received degrees in the same year.

This chart displays the sex disparity between the institutions in Highlands County, FL by degrees awarded.

Data from the Integrated Postsecondary Educat Data System (I IPEDS) Completions. View Data Save Image Share / Embed Add Data to Cart



Student Race and Ethnicity

MOST COMMON STUDENT RACE OR ETHNICITY

1. White

   284 degrees awarded

2. Hispanic or Latino

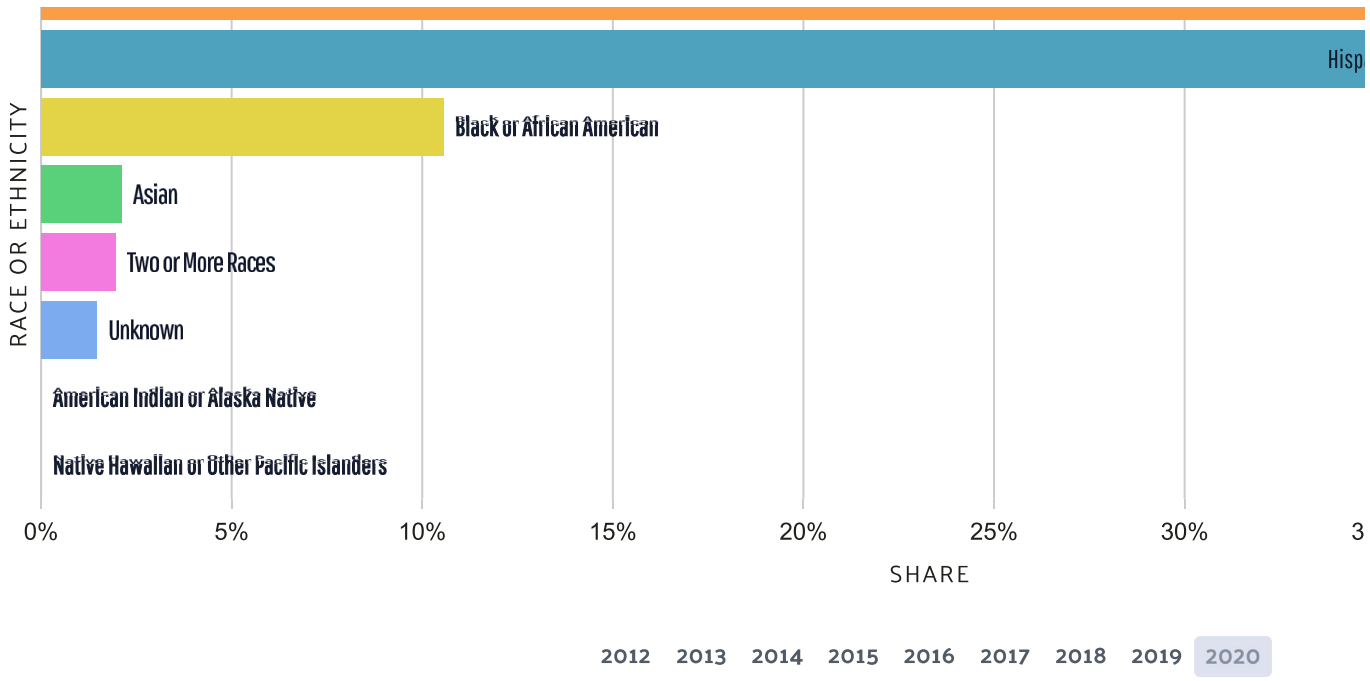
   233 degrees awarded

3. Black or African American

   65 degrees awarded

COVID-19 IN NUMBERS

was White students. These 284 degrees mean that there were 1.22 times more degrees awarded to White students then the next closest race/ethnicity group, Hispanic or Latino, with 233 degrees awarded.



Housing & Living

The median property value in Highlands County, FL was $120,500 in 2020, which is 0.524 times smaller than the national average of $229,800. Between 2019 and 2020 the median property value increased from $108,100 to $120,500, a 11.5% increase. The homeownership rate in Highlands County, FL is 77%, which is higher than the national average of 64.4%. People in Highlands County, FL have an average commute time of 20.6 minutes, and they drove alone to work. Car ownership in Highlands County, FL is approximately the same as the national average, with an average of 2 cars per household.

COVID-19 IN NUMBERS

Property Value

Highlands County, FL

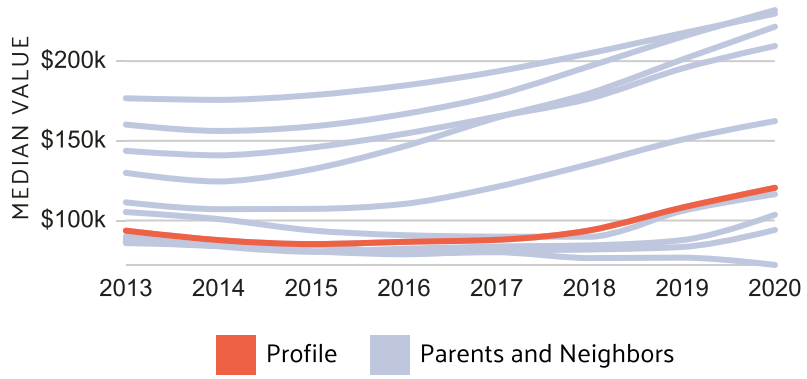
$108,100

2019 MEDIAN

± $4,491

In 2020, the median property value in Highlands County, FL grew to to $120,500 from the previous year's value of $108,100.

The following charts display, first, the property values in Highlands County, FL compared to it's parent and neighbor geographies and, second, owner-occupied housing units distributed between a series of property value buckets compared to the national averages for each bucket. In Highlands County, FL the largest share of households have a property value in the $125k - $150k range.



Data from the Census Bureau ACS 5-year Estimate.

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COVID-19 IN NUMBERS

Highlands County, FL

Please note that the buckets used in this visualization were not evenly distributed by ACS when publishing the data.

$43,708

MEDIAN HOUSEHOLD INCOME

± $1,841

42.7k

NUMBER OF HOUSEHOLDS

± 1,720

In 2020, the median household income of the 42.7k households in Highlands County, FL grew to $43,708 from the previous year's value of $40,942.

The following chart displays the households in Highlands County, FL distributed between a series of income buckets compared to the national averages for each bucket. The largest share of households have an income in the $60k - $75k range.

Data from the Census Bureau ACS 5-year Estimate.



COVID-19 IN NUMBERS

Property Taxes

buckets compared to the national averages for each bucket. In Highlands County, FL the largest share of households pay taxes in the < $800 range.

Data from the Census Bureau ACS 5-year Estimate.



Rent vs Own

77%

2020 HOMEOWNERSHIP

75.3%

2019 HOMEOWNERSHIP

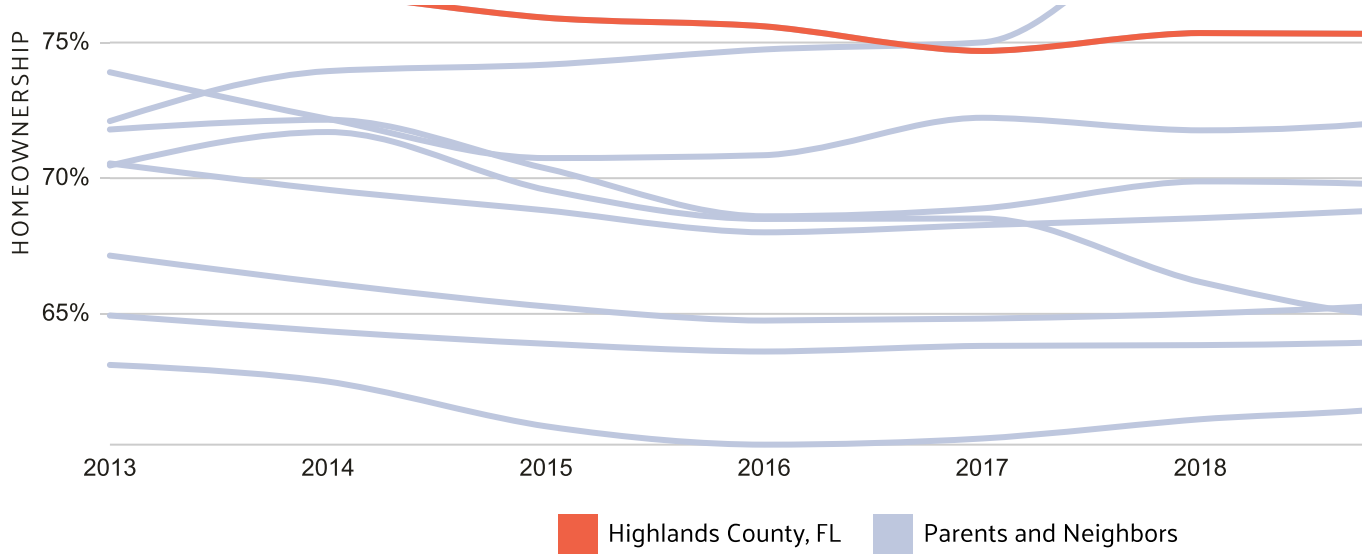
In 2020, 77% of the housing units in Highlands County, FL were occupied by their owner. This percentage grew from the previous year's rate of 75.3%.

This percentage of owner-occupation is higher than the national average of 64.4%. This chart shows the

Data from the Census Bureau ACS 5-year Estimate.

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Highlands County, FL



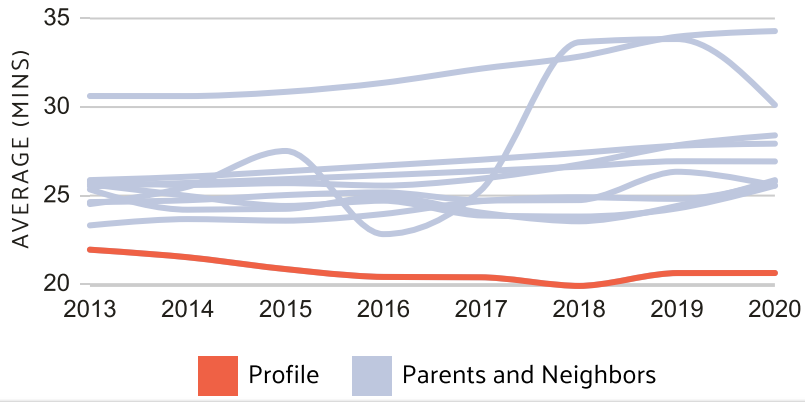
Commute Time

20.6 minutes

AVERAGE TRAVEL TIME

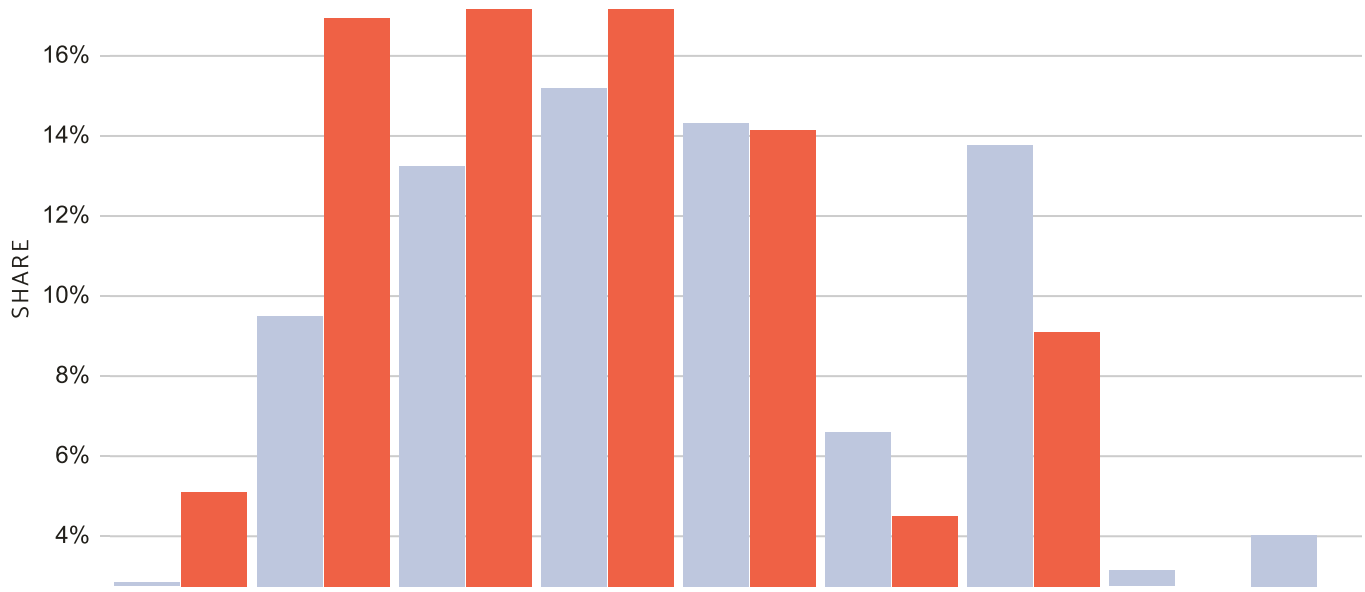
Using averages, employees in Highlands County, FL have a shorter commute time (20.6 minutes) than the normal US worker (26.9 minutes). Additionally, 3.16% of the workforce in Highlands County, FL have "super commutes" in excess of 90 minutes.

The chart below shows how the median household income in Highlands County, FL compares to that of it's neighboring and parent geographies.



COVID-19 IN NUMBERS

Highlands County, FL



Commuter Transportation

MOST COMMON COMMUTE IN 2020

1. Drove Alone (79.4%)
2. Carpooled (10.3%)
3. Worked At Home (5.25%)

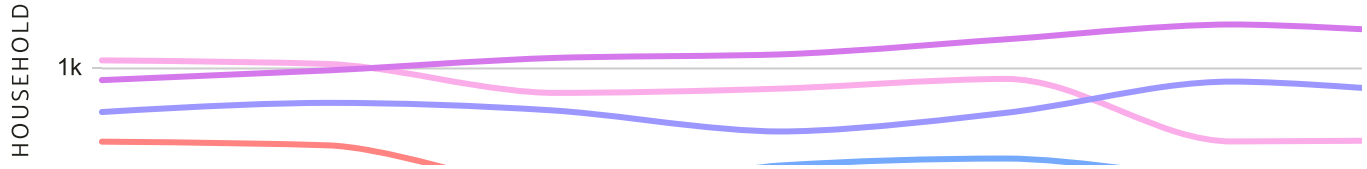
In 2020, 79.4% of workers in Highlands County, FL drove alone to work, followed by those who carpooled to work (10.3%) and those who worked at home (5.25%).

The following chart shows the number of households using each mode of transportation over time, using a logarithmic scale on the y-axis to help better show variations in the smaller means of commuting.

Data from the Census Bureau ACS 5-year Estimate.

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COVID-19 IN NUMBERS



TRANSPORTATION

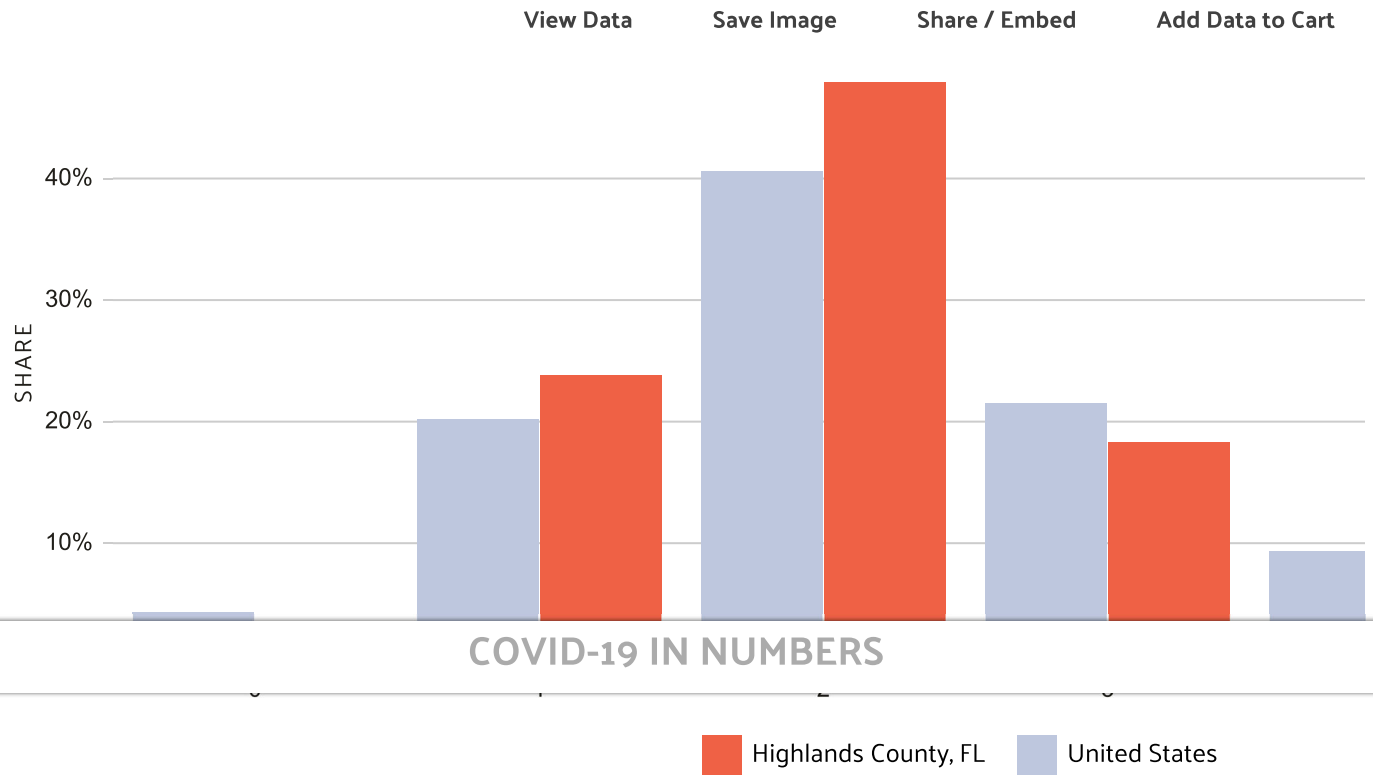
Car Ownership

2 cars

AVERAGE NUMBER

The following chart displays the households in Highlands County, FL distributed between a series of car ownership buckets compared to the national averages for each bucket. The largest share of households in Highlands County, FL have 2 cars, followed by false.

Data from the Census Bureau ACS 5-year Estimate.



Health

87.7% of the population of Highlands County, FL has health coverage, with 23.5% on employee plans, 20.8% on Medicaid, 25.6% on Medicare, 15.4% on non-group plans, and 2.43% on military or VA plans.

Per capita personal health care spending in Florida was $8,076 in 2014. This is a 5.05% increase from the previous year ($7,688).

Primary care physicians in Highlands County, FL see 1728 patients per year on average, which represents a 2.43% increase from the previous year (1687 patients). Compare this to dentists who see 2529 patients per year, and mental health providers who see 1398 patients per year.

Comparing across all counties in the state, Glades County has the highest prevalence of diabetes (21%). Additionally, Gadsden County has the highest prevalence of adult obesity (43.5%)

Patient to Clinician Ratios

Patient to Primary Care Physician Ratio

1,728 to 1

PATIENT TO PRIMARY CARE PHYSICIAN RATIO IN HIGHLANDS COUNTY, FL

Primary care physicians in Highlands County, FL see an average of 1,728 patients per year. This represents a 2.43% increase from the previous year (1,687 patients).

The following chart shows how the number of patients seen by primary care physicians has been changing over time in Highlands County, FL in comparison to its neighboring geographies.

Data from the County Health Rankings & Roadmaps County Health Rankings.

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COVID-19 IN NUMBERS

No Data Available

Behavioral Health Conditions

Data only available at the state level.

Drug Overdose Death Rate

STATE WITH THE HIGHEST PREVALENCE

1. West Virginia

   52 deaths per 100,000 people (age-adjusted)

2. Ohio

   39.1 deaths per 100,000 people (age-adjusted)

3. New Hampshire

   39 deaths per 100,000 people (age-adjusted)

In 2016, West Virginia had the highest drug overdose death rate, with 52 deaths per 100,000 people (age-adjusted). The second highest is Ohio (39.1 deaths), followed by New Hampshire (39 deaths).

The following map shows the age-adjusted drug overdose death rate by state over multiple years.

Data from the Kaiser Family Foundation State Health Facts.

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COVID-19 IN NUMBERS

Social Needs

Data only available at the state level.

Prevalence of Food Insecurity

MOST PREVALENT STATES

1. California

   35,798 individuals

2. New York

   5,087 individuals

3. Florida

   4,915 individuals

In 2017, California had the highest estimated number of chronically homeless individuals in the nation, at 35,798. New York has the second highest (5,087), followed by Florida (4,915).

The following map shows the estimated number of chronically homeless individuals by state over multiple years.

Data from the County Health Rankings & Roadmaps County Health Rankings.

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Adults Who Haven't Seen a Doctor in the Past 12 Months Due to Cost

MOST PREVALENT STATES

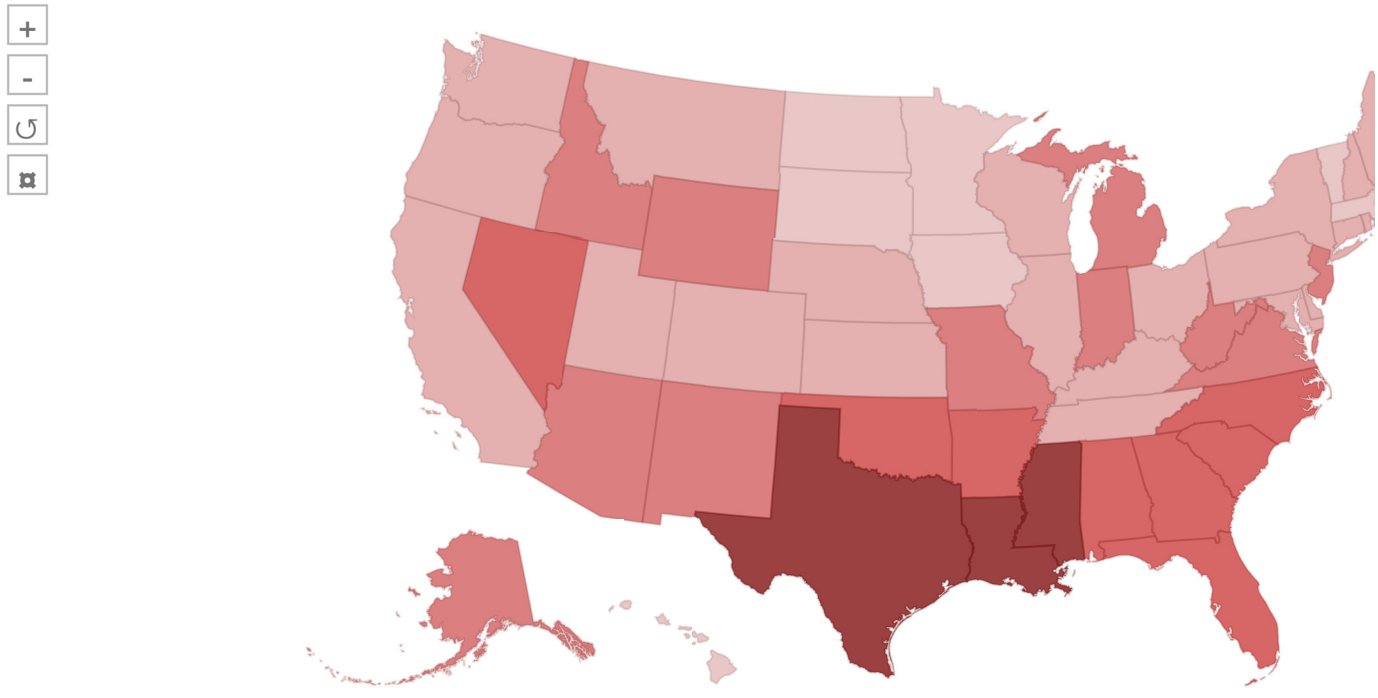
1. Mississippi
   19.2% of adults
2. Texas
   17.9% of adults
3. Louisiana
   17.6% of adults

In 2016, Mississippi had the highest prevalence of adults who haven't seen a doctor in the past 12 months due to cost, at 19.2%. It is followed by Texas (17.9%) and Louisiana (17.6%).

The following map shows the prevalence of adults who haven't seen a doctor in the past 12 months due to cost by state over multiple years.

Data from the Kaiser Family Foundation State Health Facts.

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COVID-19 IN NUMBERS

Health Care Spending

Data is only available at the state level. Showing data for Florida.

$4,000

PER ENROLLEE PRIVATE HEALTH INSURANCE SPENDING ON PERSONAL HEALTH CARE

$5,175

PER ENROLLEE MEDICAID SPENDING ON PERSONAL HEALTH CARE

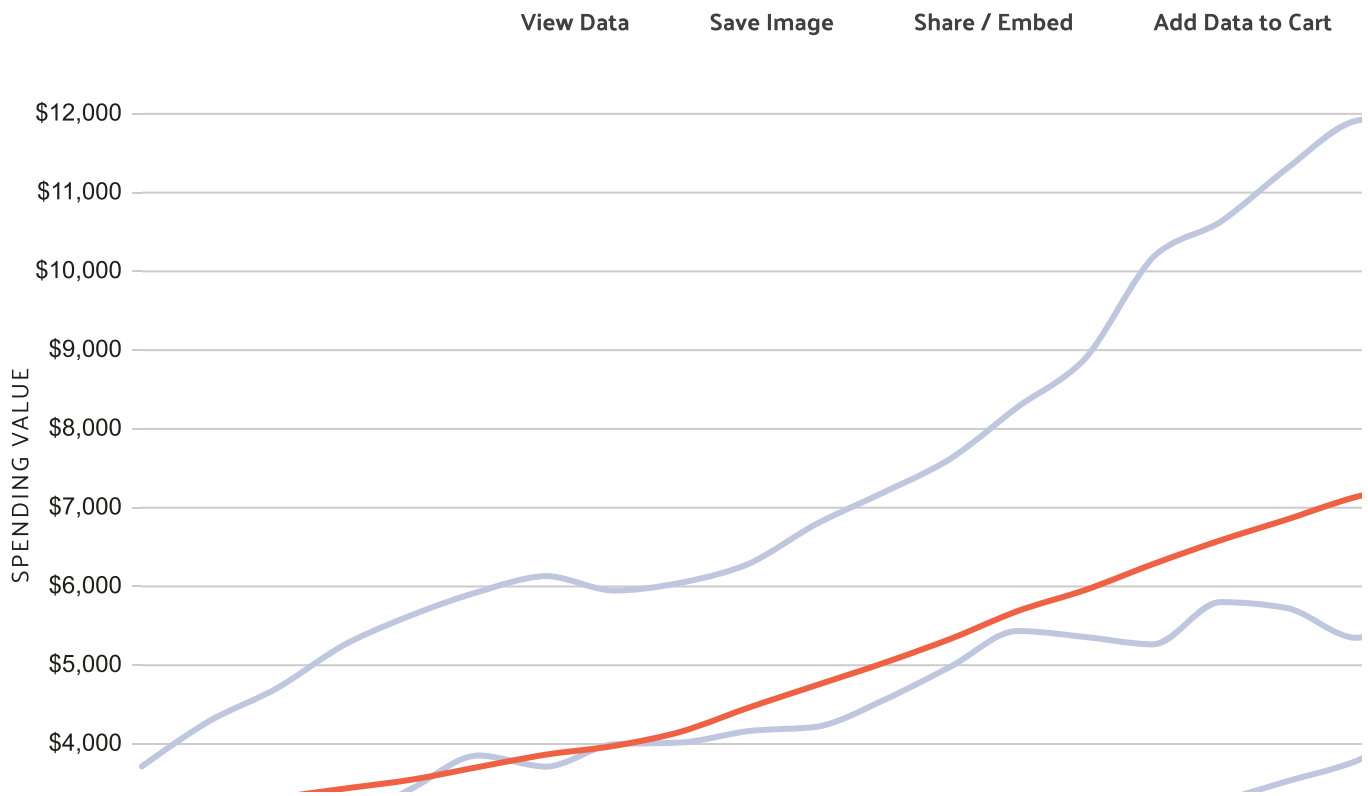
$12,229

PER ENROLLEE MEDICARE SPENDING ON PERSONAL HEALTH CARE

Between 2013 and 2014, all personal health care spending per capita in Florida (including private, Medicare, and Medicaid) grew 5.05%, from $7,688 to $8,076.

The following chart shows how this spending changed over time in comparison to Medicaid, Medicare, and private insurance spending, per enrollee.

Data from the Centers for Medicare and Medicaid Services (CMS) National Health Expenditure Data.



Health Care Coverage

COVID-19 IN NUMBERS

UNINSURED

MEDICAID

25.6%

MEDICARE

15.4%

NON-GROUP

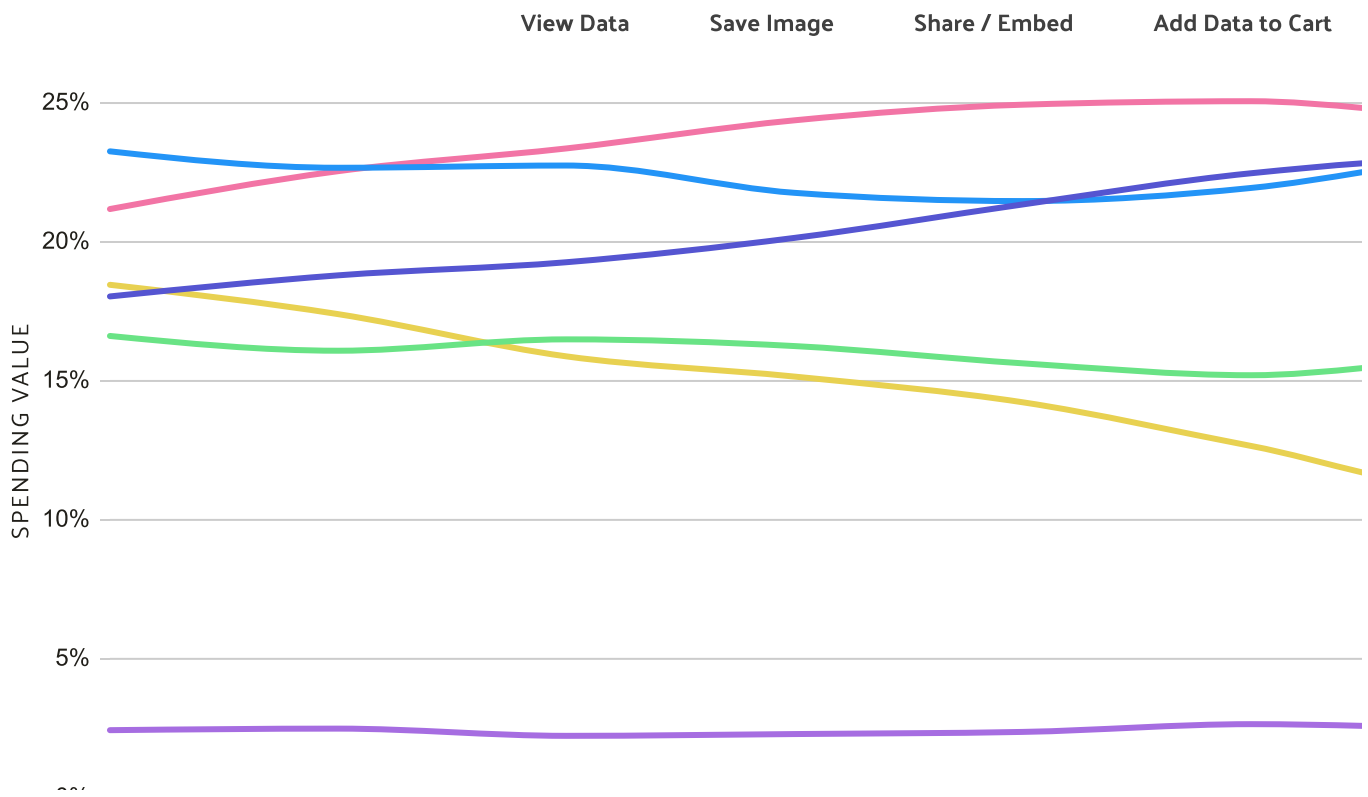
2.43%

MILITARY OR VA

Between 2019 and 2020, the percent of uninsured citizens in Highlands County, FL grew by 10.6% from 11.1% to 12.3%.

The following chart shows how the percent of uninsured individuals in Highlands County, FL changed over time compared with the percent of individuals enrolled in various types of health insurance.

Data from the Census Bureau ACS 5-year Estimate.



COVID-19 IN NUMBERS

Health Risks

Data available at the county level.

1. [illegible]

   21% prevalence

2. Gadsden County

   20.5% prevalence

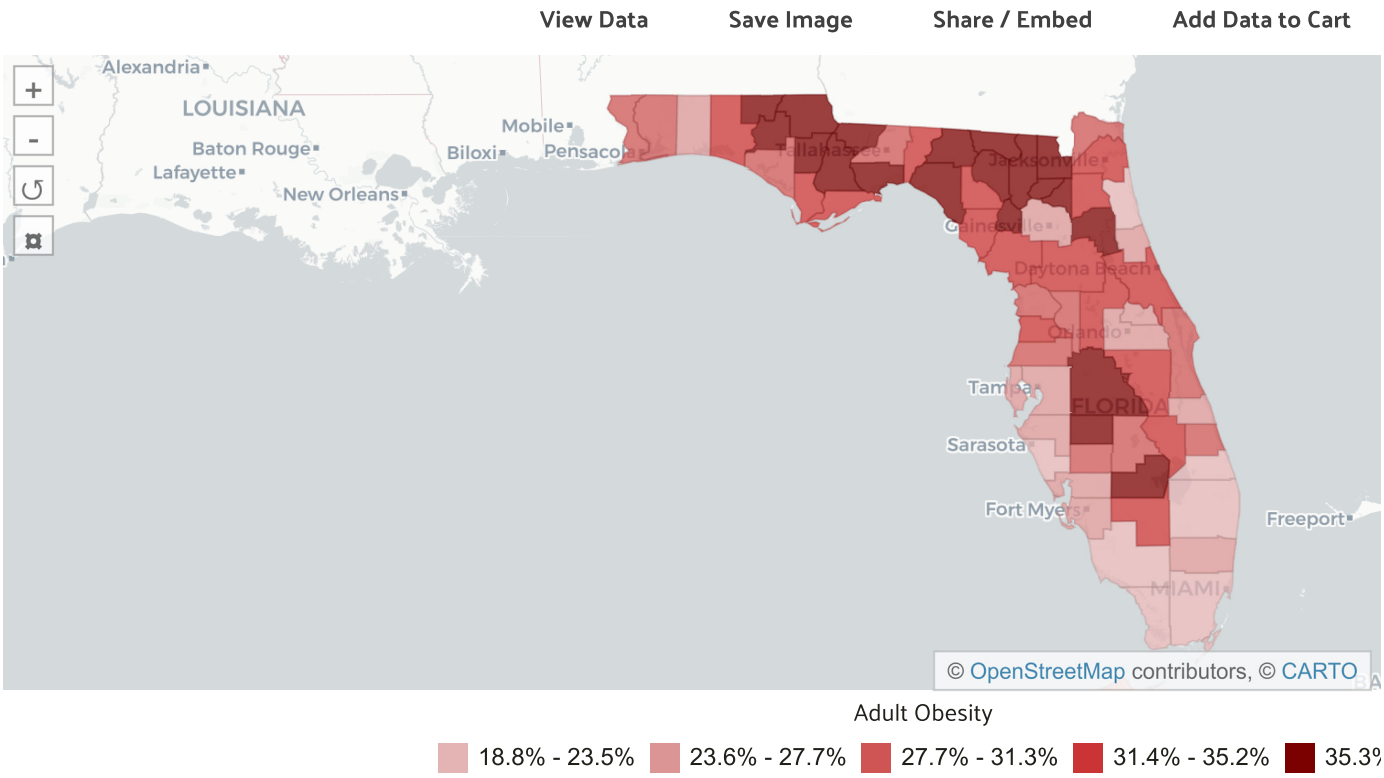
3. Putnam County

   17.8% prevalence

Glades County has the highest prevalence of diabetes in Florida, at 21%.

The following map shows the prevalence of diabetes in Florida by county over multiple years.

Data from the County Health Rankings & Roadmaps County Health Rankings.



KEEP EXPLORING

COVID-19 IN NUMBERS

UNITED STATES

FLORIDA

POLK COUNTY, FL
COUNTY

OSCEOLA COUNTY, FL
COUNTY

CHARLOTTE COUNTY, FL
COUNTY

SEBRING, FL
MSA

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Highlands County Demographics

Population - Employment - Households - Income / Financial - Housing - Education - Marital Status - Means of Transport to Work - Median Income by Zipcode

What is the population of Highlands County?

top

There are 106,285 residents in Highlands County, with a median age of 57. Of this, 49.45% are males and 50.55% are females. US-born citizens make up 84.56% of the resident pool in Highlands County, while non-US-born citizens account for 9.61%. Additionally, 5.82% of the population is represented by non-citizens.
A total of 91,072 people in Highlands County currently live in the same house as they did last year.

		Y-o-Y Change
Total Population	106,285	1.1%
Male Population	52,554	0.7%
Female Population	53,731	1.4%



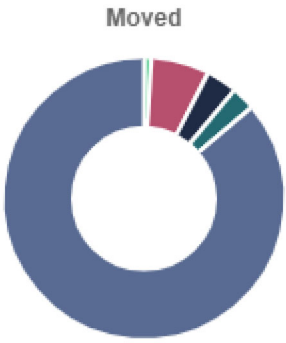
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Citizen not US Born	9.61%
Not Citizen	5.82%

		Y-o-Y Change
Moved from Abroad	885	-28.4%
Moved from Same County	7,073	-16.8%
Moved from Same State	3,728	7.0%
Moved from Different State	2,893	-5.8%
Same House as Last Year	91,072	3.3%



Moved from Abroad	0.84%
Moved from Same County	6.69%
Moved from Same State	3.53%
Moved from Different State	2.74%
Same House as Last Year	86.2%

What are the employment statistics in Highlands County?

top

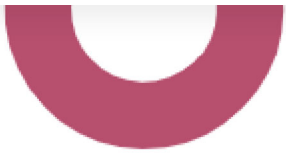
White-collar workers make up 74.08% of the working population in Highlands County, while blue-collar employees account for 25.92%. There are also 4,354 entrepreneurs in Highlands County (12.66% of the workforce); 22,688 workers employed in private companies (65.96%); and 4,431 people working in governmental institutions (12.88%).

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Governmental Workers	4,431	8.7%
Not for Profit Companies	2,924	13.0%



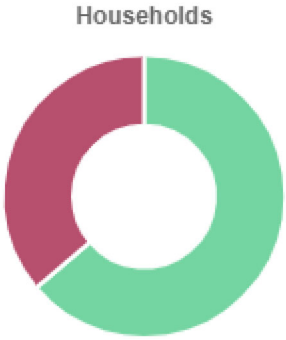
Self Employees	12.66%
Private Companies	65.96%
Governmental Workers	12.88%
Not for Profit Companies	8.5%

How many households are there in Highlands County?

top

There are a total of 42,561 households in Highlands County, each made up of around 2 members. Family establishments represent 63.8% of these Highlands County households, while non-family units account for the remaining 36.2%. Additionally, 18.35% of households have children and 81.65% of households are without children.

		Y-o-Y Change
Total Households	42,561	2.3%
Average People Per Household	2	-5.5%
Family Households	27,156	0.4%
Non-family Households	15,405	5.9%



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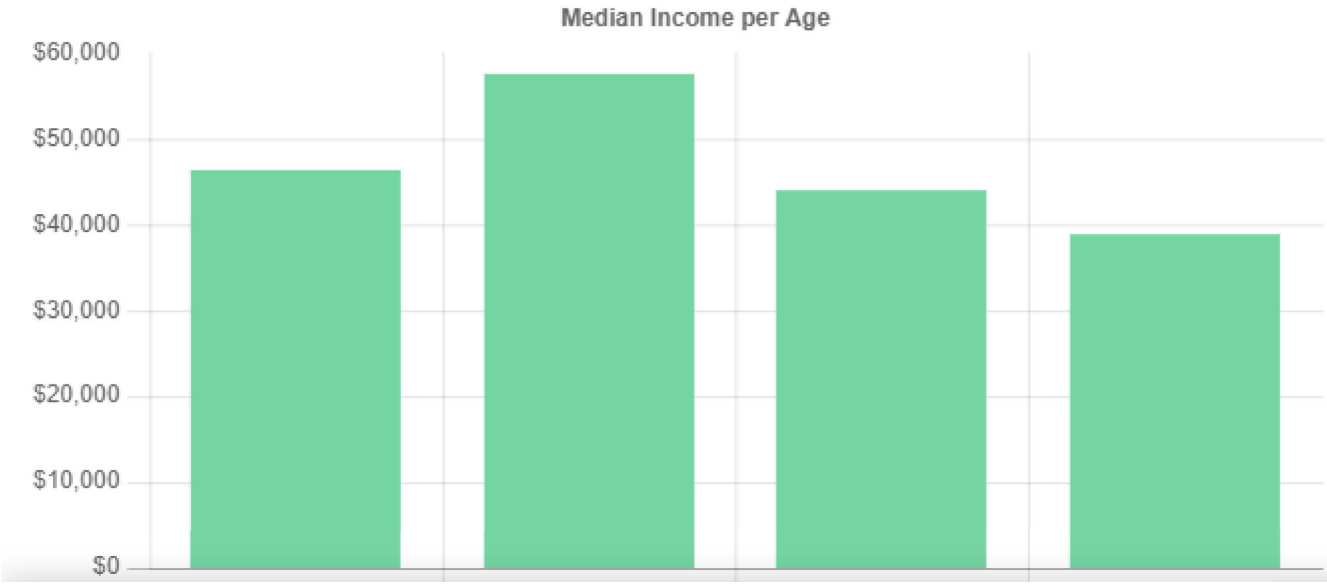
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What are the median and average incomes in Highlands County?

top

The average annual household income in Highlands County is $59,710, while the median household income sits at $40,874 per year. Residents aged 25 to 44 earn $57,558, while those between 45 and 64 years old have a median wage of $44,000. In contrast, people younger than 25 and those older than 65 earn less, at $46,366 and $38,868, respectively.

		Y-o-Y Change
Average Household Income	$59,710	4.8%
Median Household Income	$40,874	3.6%
People below Poverty Level	16,445	-12.2%
People above Poverty Level	85,759	4.2%

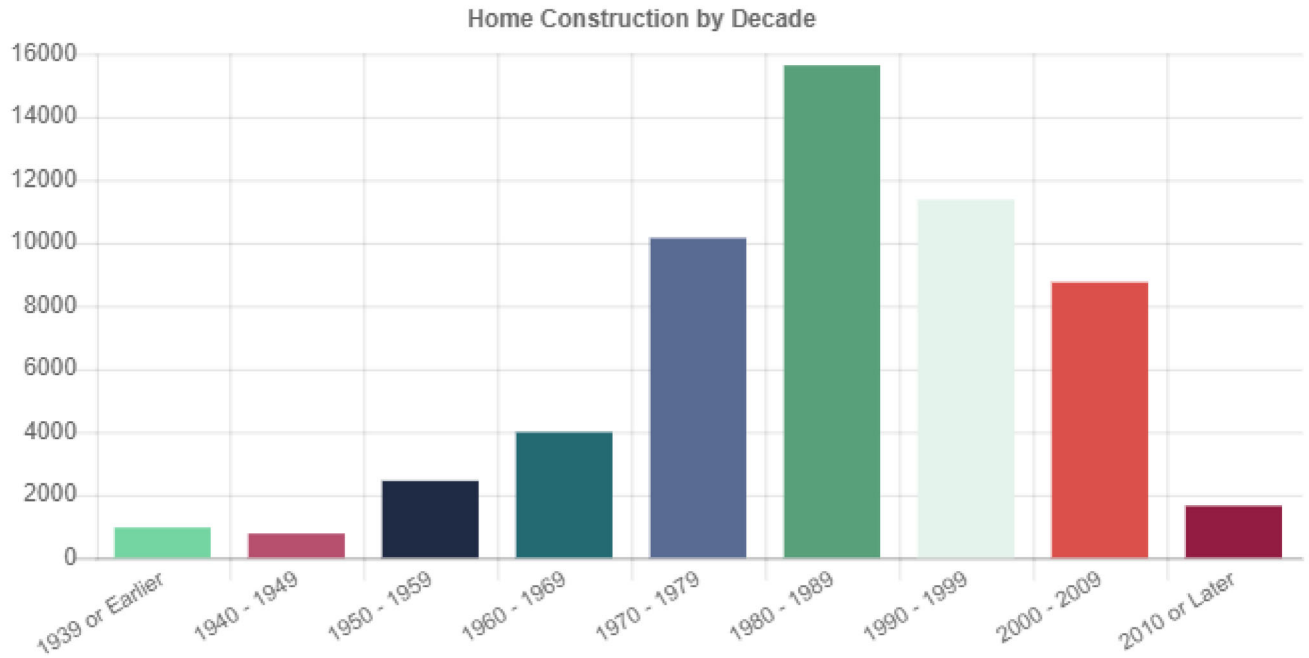


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Built between 1960 and 1969	3,990	10.6%
Built between 1970 and 1979	10,154	0.4%
Built between 1980 and 1989	15,638	6.9%
Built between 1990 and 1999	11,369	-2.3%
Built between 2000 and 2009	8,743	-10.1%
Built in 2010 or Later	1,650	5.2%



Y-o-Y Change

Occupied

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Median Value without Mortgage	$100,000	30.2%
Median Housing Costs per Month	$605	-0.2%



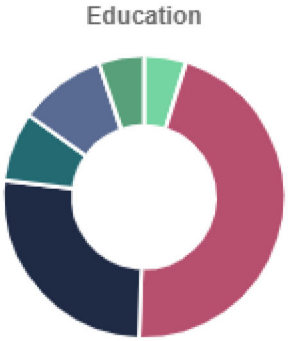
With Mortgage	37.5%
Without Mortgage	62.5%

What is the level of education in Highlands County?

top

Approximately 45.7% of the population in Highlands County holds a high school degree (that's 42,890 residents), while 26.35% have attained a college certificate (24,729 locals) and 10% have a bachelor's degree (9,382 people).

		Y-o-Y Change
No High School	4,542	0.6%
Some High School	42,890	-0.3%
Some College	24,729	4.4%
Associate Degree	7,456	6.9%
Bachelor's Degree	9,382	6.1%
Graduate Degree	4,860	-2.0%



No High School	4.84%
Some High School	45.7%
Some College	26.35%
Associate Degree	7.94%

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Divorced	10,838	-0.1%

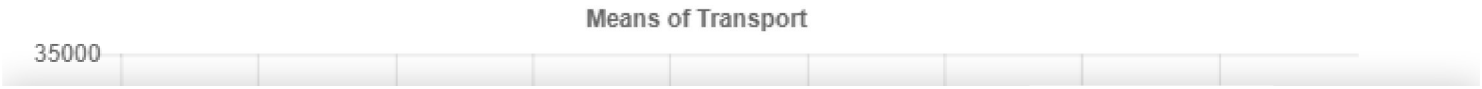
Never Married	23.95%
Married	52.71%
Separated	2.38%
Widowed	9.39%
Divorced	11.57%

What are the most common means of transportation in Highlands County?

top

The top three means of transportation people in Highlands County use to get to work are: car, walking and bicycle. A total of 30,319 residents commute by car, 608 prefer going to work by walking and 224 by bicycle.

		Y-o-Y Change
Car	30,319	2.1%
Bus or TrolleyBus	221	-27.1%
Bicycle	224	55.6%
Motorcycle	148	31.0%
TaxiCab	41	0.0%
Walk	608	-10.9%



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What is the median and average household income in Highlands County by zipcode? top

ZipCode	33825
Population	28,151
Number of Households	9,629
Median Income	$40,034.00
Average Income	$53,389.00
ZipCode	33852
Population	20,839
Number of Households	8,826
Median Income	$41,713.00
Average Income	$84,147.00
ZipCode	33857
Population	1,710
Number of Households	901
Median Income	$31,827.00
Average Income	$49,168.00
ZipCode	33870
Population	22,664
Number of Households	8,700
Median Income	$36,619.00
Average Income	$51,894.00

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ZipCode	33960
Population	586
Number of Households	278
Median Income	$39,917.00
Average Income	$43,781.00

Methodology & Disclaimers

Demographic data shown in this section was gathered from the **latest U.S. Census Bureau release**, the 2020 American Community Survey. The information is updated yearly, as soon as new data is made available by the US Census Bureau.
No representation, guarantee or warranty is made as to the accuracy or completeness of information modified or aggregated for specific neighborhoods and/or zip codes.

Zip codes included in this demographic data: 33825 33852 33857 33870 33872 33875 33876 33960

Recently added listings in Highlands County


122 Fairway


3015 Oakhill


3272 E Pebble


1513 Caribbean


2512 N


1037 Lake

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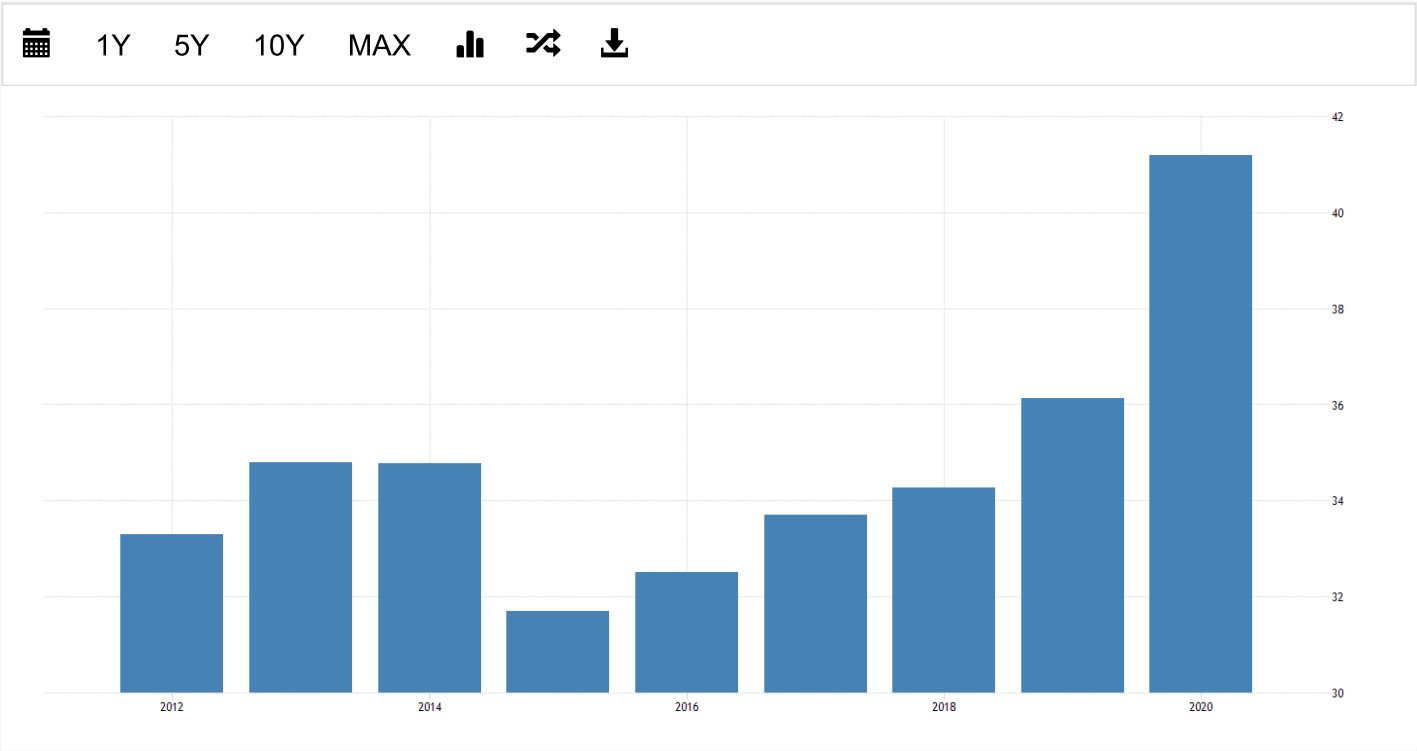
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Single-Parent Households with Children as a Percentage of Households with Children (5-year estimate) in Highlands County, FL

Single-Parent Households with Children as a Percentage of Households with Children (5-year estimate) in Highlands County, FL was 41.20% in January of 2020, according to the United States Federal Reserve. Historically, Single-Parent Households with Children as a Percentage of Households with Children (5-year estimate) in Highlands County, FL reached a record high of 41.20 in January of 2020 and a record low of 31.68 in January of 2015. Trading Economics provides the current actual value, an historical data chart and related indicators for Single-Parent Households with Children as a Percentage of Households with Children (5-year estimate) in Highlands County, FL - last updated from the United States Federal Reserve (https://fred.stlouisfed.org/) on September of 2022.



More Florida Indicators (/united-states/state/florida)

Single-Parent Households with Children as a Percentage of Households with Children (5-year estimate) in Highlands County, FL

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Single-Parent Households with Children as a Percentage of Households with Children (5-year estimate) in Highlands County, FL

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Single-Parent Households with Children as a Percentage of Households with Children (5-year estimate) in Highlands County, FL

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	Multi-Disciplinary Team		
Gender	Male	8	26.7%
	Female	22	73.3%
Race			
	Caucasian	23	76.7%
	African American	3	10.0%
	Latino	4	13.3%
	Asian		0.00%
	Native American		0.00%
	Other		0.00%
Age			
	Under 5		0.00%
	5 to 9		0.00%
	10 to 14		0.00%
	15 to 19		0.00%
	20 to 29	4	13.3%
	30 to 39	10	33.3%
	40 to 49	6	20.0%
	50 to 59	5	16.7%
	60 and above	5	16.7%
Income			
	Below		
	Above		
Total Population	30		
Languages Spoken	English and Spanish		
Special Needs			

	CAC Staff		
Gender	Male	3	50.00%
	Female	3	50.00%
Race			
	Caucasian	5	83.30%
	African American		0.00%
	Latino	1	16.70%
	Asian		0.00%
	Native American		0.00%
	Other		0.00%
Age			
	Under 5		0.00%
	5 to 9		0.00%
	10 to 14		0.00%
	15 to 19		0.00%
	20 to 29	1	16.70%
	30 to 39	0	0.00%
	40 to 49	2	33.30%
	50 to 59	0	0.00%
	60 and above	3	50.00%
Income			
	Below		
	Above		
Total Population	6		
Languages Spoken	English and Spanish		
Special Needs			

Self-Reporting as of October 2022

	Board of County Commissioners		
Gender	Male	3	60.00%
	Female	2	40.00%
Race			
	Caucasian	4	80.00%
	African American		0.00%
	Latino	1	20.00%
	Asian		0.00%
	Native American		0.00%
	Other		0.00%
Age			
	Under 5		0.00%
	5 to 9		0.00%
	10 to 14		0.00%
	15 to 19		0.00%
	20 to 29		0.00%
	30 to 39		0.00%
	40 to 49	1	20.00%
	50 to 59	1	20.00%
	60 and above	3	60.00%
Income			
	Below		
	Above	5	
Total Population	5		
Languages Spoken	English		
Special Needs			

	Children's Services Council/CAC Advisory Board		
Gender	Male	8	36.40%
	Female	14	63.60%
Race			
	Caucasian	17	77.30%
	African American	4	18.20%
	Latino	1	4.50%
	Asian		0.00%
	Native American		0.00%
	Other		3.70%
Age			
	Under 5		0.00%
	5 to 9		0.00%
	10 to 14		0.00%
	15 to 19		0.00%
	20 to 29		0.00%
	30 to 39	2	9.00%
	40 to 49	9	40.91%
	50 to 59	4	18.20%
	60 and above	7	31.80%
Income			
	Below		
	Above		
Total Population	22		
Languages Spoken	English, Spanish		
Special Needs			

Self-Reporting as of October 2022

Gender			
	Male	50,516	49.1%
	Female	50,719	50.9%
Race			
	Caucasian(Only)	65,600	64.8%
	African American	10,933	10.8%
	Latino (Only)	22,373	22.1%
	Asian	1,620	1.6%
	Native American	709	.7%
	Other		
Age			
	Under 5	4,151	4.1%
	Under 18	17,210	17%
	Under 65	43,733	43.2%
	Over 65	36,141	35.7%
Income			
	Below		
	Above		
Total Population	101,235		
Languages Spoken	English, Spanish		
Special Needs			

Citation Information: U.S. Census Bureau, 2020 Census

Gender	CAC Clients		
	Male	31	25%
	Female	93	75%
Race			
	Caucasian	47	37.9%
	African American	20	16.1%
	Latino	39	31.5%
	Asian	1	0.8%
	Native American		0.00%
	Other		0.00%
Age			
	Under 6	31	25%
	7 to 12	48	38.7%
	13 to 18	45	36.3%
Income			
	Below		
	Above		
Total Population	124		
Languages Spoken	English; Spanish		
Special Needs			

Supporting Documentation: Calendar Year 2020 CAC Data Reporting Form

FNCAC HOSTS TRAINING FOR CACS AND THEIR MDT PARTNERS

IMPLICIT BIAS

TRAINER: MYRA STRAND

DATE: OCTOBER 7, 2022

TIME: 11:30AM - 1:00PM ET

LOCATION: ZOOM

(LINK PROVIDED POST REGISTRATION)

CAC Directors should register here for their Center, MDT Partners, or Individual registrants. Due to limited space, we encourage members to host "viewing parties" . The FNCAC will provide a sign-in sheet to be filled out for participants and sent our Statewide Training Coordinator, Jim Jolley. Attendees on the lists will receive an evaluation survey used to generate certificate of attendance which can be used to meet NCA Standards 2E & 2F.

Registration closes September 28th at noon. CAC Directors will be notified of approval by COB September 29.

FLORIDA NETWORK OF CHILDREN'S ADVOCACY CENTERS

FNCAC HOSTS TRAINING FOR CACS AND THEIR MDT PARTNERS

DIVERSITY, EQUITY & INCLUSION

TRAINER: MYRA STRAND
DATE: NOVEMBER 18, 2022
TIME: 11:30AM - 1:00PM ET
LOCATION: ZOOM
(LINK PROVIDED POST REGISTRATION)

CAC Directors should register here for their Center, MDT Partners, or Individual registrants. Due to limited space, we encourage members to host "viewing parties" . The FNCAC will provide a sign-in sheet to be filled out for participants and sent our Statewide Training Coordinator, Jim Jolley. Attendees on the lists will receive an evaluation survey used to generate certificate of attendance which can be used to meet NCA Standards 2E & 2F.

Registration closes 11/8. CAC Directors will be notifed of approval by COB 11/10/2022.

FLORIDA NETWORK
OF CHILDREN'S ADVOCACY CENTERS

From:	McNew, Mercedes
To:	jdavidson@highlandssheriff.org; Steven Ritenour (sritenour@highlandssheriff.org); jeffreinhart@mysebring.com; James Fansler (lppd.jf@gmail.com); John Kromholz; Brandy Queen ; Lind Burnett ; Rice, Marcy; Thomas Selander
Cc:	Anthony, John J.; Garcia-Herreros, Victor M.; Hansen, Bernadette C.; Tiffany Fogleson (Tiffany.Fogleson@chsfl.org); Richardson, Julie M; Charlie Jackson (charlie.jackson@chsfl.org)
Subject:	MDT Training Opportunity
Date:	Friday, September 23, 2022 2:51:35 PM
Attachments:	image001.png image002.png image003.png image004.png image005.png DEI Training 11.18.2022.pdf Implicit Bias Training 10.07.2022.pdf

---

Good afternoon,

Under the new 2023 NCA Accreditation Standards, CACs must offer Diversity, Equity, and Inclusion trainings as well as Implicit Bias to CAC MDT partners. We have three training opportunities lined up that will be streamed in the large conference room. The dates are 10/7, 11/3 and 11/18. I have attached the flyers for the 10/7 and 11/18 trainings- on these days lunch will be provided by the CAC

After the training, SRAHEC will launch the course evaluation to each participant and once the participant completes the course evaluation a certificate of attendance will be generated and emailed to participant for their training records. That record documents their DEI required training for NCA 2023 accreditation standards purposes.

Due to our reaccreditation coming up and having to prove that the CAC is providing training opportunities to the MDT, we ask that each of you try to send 2-3 participants, please let me know who those participants will be and I will send them a calendar invite to the training.

Mercedes McNew
Admin. Secretary, The Ruth E. Handley Children's Advocacy Center of Highlands County
Highlands County Board of County Commissioners
Direct: 863-402-6860 **Main**: 863-402-6845
mmcnew@highlandsfl.gov
www.highlandsfl.gov
1968 Sebring Pkwy., Sebring FL 33870

Application: Sebring, Florida

Sarah Rogers - srogers@highlandsfl.gov
2023 CAC Center Application (Accreditation & Reaccreditation)

Summary

ID: 0000000032

Forensic Interviews

Completed - Oct 5 2022

Standard 3

Standard 3: Forensic Interview: Forensic Interviews are coordinated to avoid duplicative interviewing and are conducted in a manner that is legally sound and of a neutral, fact-finding nature.

Component 3A:

Are ALL forensic interviews provided by MDT/CAC staff that have specialized training in conducting forensic interviews that meet the NCA training requirements for content and constituting at least 32 hours of training?

Yes

List names of all those providing Forensic Interviews at the CAC whether staff or MDT member, and identify the national or state training attended that meets these training requirements.

	Name (First and Last)	Employer	Forensic Interview Training
	Laura Shedlock	Children's Home Society	Florida Department of Health

Can the CAC demonstrate that all forensic interviewer(s) have successfully completed training that includes a minimum of 32 hours instruction and practice, and at a minimum includes the following elements: Check all that apply

Evidence supported interview protocol	Yes
Pre- and post- testing reflecting understanding of the principles of legally sound interviewing,	Yes
Content includes at a minimum: Child development, question design, implementation of the protocol, dynamics of abuse, disclosure process, cultural competency, suggestibility	Yes
Practice opportunities with a standardized evaluation process	Yes
Required reading of current articles specific to the practice of forensic interviewing	Yes

Required Attachments: Attach documentation of training completion for all listed individuals.

2022 FI Training Certificates (003).pdf

Filename: 2022 FI Training Certificates (003).pdf **Size:** 21.5 MB

FDOH Letter of NCA Approval.pdf

Filename: FDOH Letter of NCA Approval.pdf **Size:** 1.1 MB

Component 3B:

Can Individuals with forensic interviewing responsibilities demonstrate participation in ongoing education in the field of child maltreatment and/or forensic interviewing consisting of a minimum of 8 hours contact hours every 2 years?

Yes

Required Attachment: Please upload documentation for all Forensic Interviewers on the aforementioned list in 3A.

2022 CPTIS Training Documentation.pdf

Filename: 2022 CPTIS Training Documentation.pdf **Size:** 251.4 kB

Component 3C:

Please identify where in the CAC/MDT's protocols each of the following items are reflected, site the page number and paragraph number below.

Case acceptance criteria	Page 17, Paragraph 2; Page 21, Paragraph 2
Criteria for choosing an appropriately trained interviewer (for a specific case)	Page 22, Paragraph 1
Personnel expected to attend/observe the interview	Page 22, Paragraph 2
Preparation/information sharing & communication between the MDT and the forensic interviewer	Page 22, Paragraph 2
Use of interview aids	Page 6, Paragraph 5 (#2 under Case Coordinator)
Use of interpreters	Page 23, Paragraph 2
Recording and/or documentation of the interview	Page 25, Interview Room and Equipment & Interview Requirements
Interview methodology (i.e., state or nationally recognized forensic interview training model(s))	Page 21, Paragraph 1
Introduction of evidence in the forensic interviewing process	Page 26, Forensic Interview: Guidelines
Sharing of information among MDT members	Page 25, Paragraph 4
A mechanism for collaborative case coordination	Page 22, Paragraph 3
Criteria and process for conducting a multi-session or subsequent interview	Page 27, Paragraph 2
The use of technology for remote live observation of the forensic interview using a secure method (if applicable)	N/A
The criteria and process for the use of tele-forensic interviews (if applicable)	N/A

Required Attachment: Please upload CAC/MDT Written protocols/guidelines

If this information is already included in a previously uploaded attachment please list the attachment name and page number.

CAC Protocols; Pages 6, 17, 21-26

Component 3D:

Does the CAC allow for real-time observation of forensic interviews by MDT members?

Yes

Please provide a brief description of how real-time observation of forensic interviews occurs at the CAC.

The CAC has an MDT observation room which is sound proofed. The interviews are streamed in real time to that room. The room has ample space for both law enforcement and child protective investigators to observe the interview and is close enough in proximity to the interview room for the interviewer to step out and ask questions if needed.

Component 3E:

Which MDT members with investigative responsibilities on a case observe the forensic interview(s) to ensure necessary preparation/information sharing with the forensic interviewer and MDT and interviewer coordination throughout the interview and post interview process?

Both the law enforcement officer and the child protective investigator observe the interview via closed-circuit TV.

Component 3F:

What is the case acceptance criteria?

The initiation of the CAC/MDT response to an allegation of child abuse and neglect is based on factors including, but not limited to: age of the alleged victim; alleged maltreatment; disclosure/pre-screening results; and law enforcement or DCF referral.

For cases meeting the CAC case acceptance criteria as outlined in the MDT protocol, are forensic interviews conducted, either at the CAC or through a secure tele-forensic interview method, a minimum of 75% of the time?

Yes

Please describe how this is determined and monitored.

Law enforcement and DCF refer cases to CHS for forensic interviews. CHS then schedules the interviews to take place here at the CAC. Unless there is an after hours emergency, all Highlands County cases are interviewed at our location.

Required Attachment : Please upload MDT Statistical Data, Documentation demonstrating minimum 75% of cases meeting case acceptance criteria interviewed at the CAC.

Forensic Interviews - 09-01-2021 - 09-22-2022 (002).pdf

Filename: Forensic Interviews - 09-01-2021 - 09-22-2022 (002).pdf **Size:** 100.0 kB

If this information is already included in a previously uploaded attachment please list the attachment name and page number.

(No response)

Component 3G:

Do individuals who conduct forensic interviews at the CAC participate in a structured peer review process for forensic interviewers a minimum of 2 times per year, as a matter of quality assurance?

Yes

Please briefly explain.

The CAC provides a minimum of three quarterly peer reviews annually. Peer reviews conducted at the CAC include the following components: a) the review of a recent recorded Forensic Interview conducted by one of the Forensic Interviewers present at the FI peer review; b) each team member assesses the strengths and weaknesses of the interview, utilizing our FL peer review tool; c) the review of recent research articles/materials; d) a discussion of any upcoming training opportunities available; e) a recap of any trainings attended related to providing forensic interviews; and f) a review of any issues or challenges identified by any of our forensic interviewers. During reviews, forensic interviews have the ability to seek advice and supervision from the experienced forensic interviewers on the team.

Does peer review include participants and facilitators who are trained to conduct child forensic interviews and serves to reinforce the methodology(ies) utilized and provide support and problem-solving regarding shared challenges?

Yes

Does the peer review include anyone other than forensic interviewers and a facilitator? If so, who and why? Please briefly explain.

No, the CAC peer reviews are facilitated by by the CAC Program Supervisor, who is fully trained to conduct forensic interviews. This allows for the reinforcing of trained methodologies and providing support for any challenges forensic interviewers are facing.

Does peer review include each of the following components? Check all that apply

• Ongoing opportunities to network with, and share learning and challenges with peers,	Yes
• Review and performance feedback of actual interviews in a professional and confidential setting,	Yes
• Discussion of current relevant research articles and materials,	Yes
• Training opportunities specific to forensic interviewing of children and the CAC-specific methodologies.	Yes

Required Attachment : Please upload documentation demonstrating peer review agenda/format and attendance at structured peer review by all forensic interviewers conducting interviews at the CAC at minimum 2 times per year

2021 FI Peer Review Agenda and Attendance.pdf

Filename: 2021 FI Peer Review Agenda and Attendance.pdf **Size:** 2.5 MB

Component 3H:

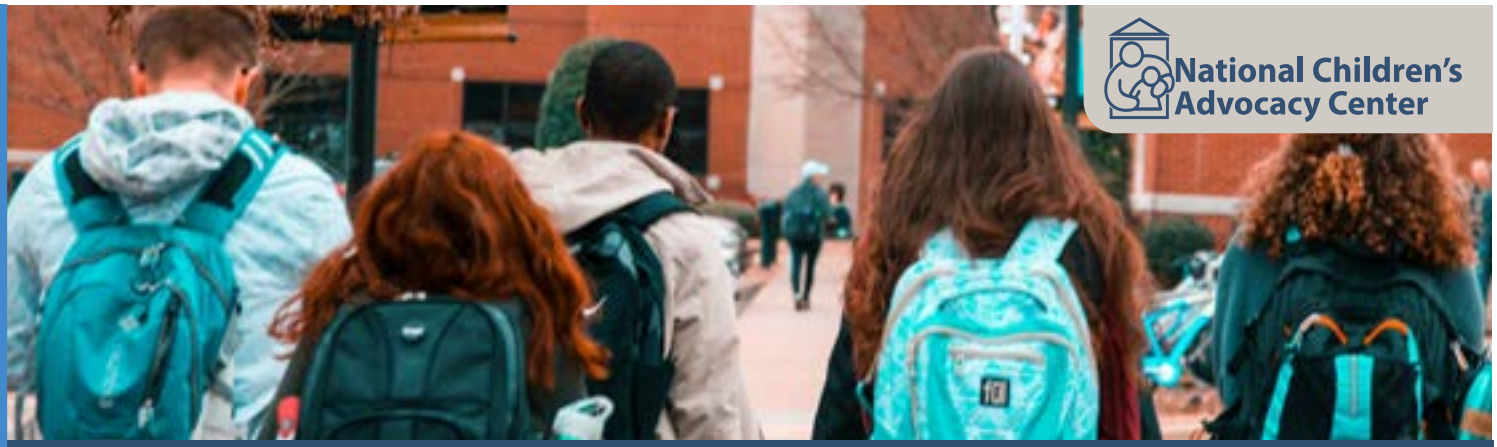
How does the CAC/MDT coordinate information gathering including history taking, assessments and forensic interview(s) to avoid duplication?

The CAC/MDT coordinate with each other when gathering case information to avoid duplication. When a referral is made to the CAC or any member of the MDT, information regarding the allegation and initial case information is provided. Prior to services being provided at the CAC, a specialized interview is conducted before the forensic interview. The forensic interviewer, a law enforcement representative, a child protective investigator, and a victim advocate meet jointly with the non-offending caregiver or family member. This is done to inform the caregiver about procedures and to coordinate information gathering. By providing a coordinated response, the CAC/MDT avoids duplication of information gathering.

CHILDREN'S HOME SOCIETY/CHILDREN'S ADVOCACY CENTER/ CHILD PROTECTION TEAM
Forensic Interview Peer Review Agenda
DATE: 1/20/2022 1:00 pm to 2:30 pm

Peer Review Coordinator: Sarah Pitts
CAC Program Supervisor, Children's Home Society/Children's Advocacy Center

- Forensic Interview Review – Peer Review Tool
- Review of Recent Research Articles/Materials
- Discussion of Training Opportunities
- Recap of Trainings Attended
- Issues/Challenges Identified



National Children's Advocacy Center

As a Matter of *fact*

The Relationship Between Child Maltreatment and Academic Achievement

Exposure to one or more types of maltreatment may result in an array of negative outcomes, including lower academic achievement, which is associated with long-term, negative psychosocial and economic consequences, such as higher representation in the criminal justice system, substance abuse issues, and high unemployment. Preventing child maltreatment may preclude low academic achievement which can lead to a higher quality of life for children, adolescents, and adults.

1. Children exposed to maltreatment are at increased risk of educational underachievement, including lower verbal and math scores.[1-10,12,18, 19]

2. Neglected children have poorer academic performance than physically maltreated children.[10,11]

3. Maltreated children have higher rates of absenteeism from school than non-maltreated peers.[4, 11, 12, 14]

4. Maltreated children are at substantially higher risk than non-maltreated children of repeating a grade.[2,15]

5. Maltreated children are at increased risk of dropping out of school before high school graduation.[1,4,16]

6. Maltreated children are more likely to be referred for special education services.[4,10,13,17]

7. Maltreated children are more likely than their peers to exhibit poor social skills and classroom behavior problems.[6,12, 14,17]

8. Children's risk of poor academic functioning is substantially heightened by multiple victimizations.[3, 5, 20]

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David Acevedo

From: APSAC <apsac@apsac.org>
Sent: Friday, January 14, 2022 11:38 AM
To: David Acevedo
Subject: SAVE THE DATES! APSAC's 2022 Training Opportunities

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2022 APSAC Training Opportunities

Join or **renew** your membership today to take advantage of all the free member training opportunities noted with an asterisk(*).

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January 20th
February 23rd
March 17th
April 7th
May 12th

More Dates Coming Soon!

Trauma Informed Mental Health Services for Unaccompanied Migrant Youth
January 20th | 1 - 2 PM ET
Presented by: Jordan Greenbaum, MD
Co-Sponsored by: ISPCAN
Register Here

How to Write, Review, and Edit for *Child Maltreatment*
February 23rd | 12 - 1 PM ET
Presented by: Vincent Palusci, MD and other members of Child Maltreatment's editorial team
Register Here

Launching Prevention Videos
March 17th | 1 - 2 PM ET
Presented by: Susan Hardie, PhD, RN

Share Your Child Abuse Prevention Month Activities
April 7th | 6 - 7:30 PM ET
Hosted by: Tulane University's ACEs CAST Course

In the Zone with No Hit Zones: A Simple and Promising Solution to a Complex Problem
May 12th | 12 - 1 PM ET
Presented by: Elizabeth Gershoff, PhD &
Stacie LeBlanc, JD, MEd

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37th Annual San Diego International Conference on Child and Family Maltreatment

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This institute will be presented and attended virtually.

IN-PERSON INSTITUTE: Adapting Forensic Interviews for Children Who Do Not Speak - Read Description Here
This institute will be presented and attended in-person.

Interviewing Children with Disabilities



February - May 2022

Register Here

Learn More

Forensic Interviewing of Children with Disabilities is an **eight-part webinar series** designed to assist interviewers in advancing their skills of interviewing children with disabilities in the most developmentally appropriate, non-leading, non-suggestive, legally defensible way possible.

Forensic Interviewing of Children with Disabilities Webinar Series offers social work and psychology credit. Participating psychologists and social workers may receive up to **12 contact hours** for the course and **a certificate of completion** will clearly note the number of credits awarded.

Participants applying for CE credits must participate in ALL 8 sessions.

*2022 APSAC Online Workshop Series by the Developers of 6 Evidence Based Trauma Treatment Models

February - November
2 - 3 PM ET

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David J. Kolko, PhD
Register Here
March 22nd | 2 - 3 PM ET
Mary Dozier, PhD
May 25th | 2 - 3 PM ET
Jane Silovsky, PhD
July 12th | 2 - 3 PM ET
Alicia Lieberman, PhD
September 7th | 2 - 3 PM ET
Ricky Greenwald, PsyD
November 10th | 2 - 3 PM ET
Carrie Epstein, LCSW-R

APSAC Virtual Forensic Interview Clinics

Learn More

Winter Clinic 2022
January 3rd, 7th, 10th, & 14th

Spring Clinic 2022
April 4th, 8th, 11th, & 15th

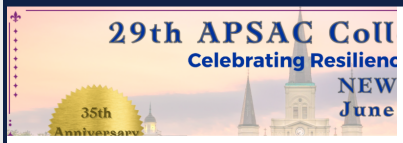
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April - May
Thursdays
12:30 - 2 PM ET

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Debangshu Roygardner, PhD
April 14th
Bart Klika, MSW, PhD
April 21st
Ernestine Briggs-King, PhD
April 28th
Randell Alexander, MD, PhD
May 5th
Esther Deblinger, PhD
Elisabeth Pollio, PhD
May 12th
Jemour Maddux, PsyD, ABPP
May 18th, Wednesday
David Finkelhor, PhD

May 26th
Mary Pulido, PhD

29th APSAC Colloquium



June 6th - 10th New Orleans, LA

Register Here

Learn More

APSAC's 29th Colloquium will bring **high-quality interdisciplinary learning opportunities to** child maltreatment researchers and practitioners across experience levels and professions.
Extraordinary plenary speakers will join us and expect to have over **130 workshops, research sessions, roundtables and posters!**
Sessions will be offered at ***beginning, intermediate, or advanced levels*** for professionals in mental health, social work, medicine, nursing, law, education, law enforcement, prevention, research, advocacy, child protective services, and allied fields

*APSAC Virtual Forensic Interview Clinic for Prosecutors, Investigators, and Forensic Interviewers sponsored by the Trauma-Informed Prosecution Project (TIPP)

June - September 12 - 5 PM ET

Summer & Fall 2022 | 12 - 5 PM ET
June 13th,
July 18th,
August 1st, 15th, 29th, &
September 12th

*Reading Club on Racial Justice in Child Welfare

September - December

September 9th | 12 PM - 1 PM EST
Karen Zilberman, MSW, LICSW
October
Ernestine Briggs-King, PhD
Kori Stephens, MPH
November 9th | 12 PM - 1 PM EST
Darrell Armstrong, MDiv, EdS-MFT, DDiv
Stacie LeBlanc, JD, MEd
December
Debangshu Roygardner, PhD

Felicia McNair, PhD

Energizing No Hit Zones: Uplighting Prevention Conference



No Hit Zones are quickly emerging as an effective, low cost, and easy to implement strategy for the prevention of child abuse. While creating "safe spaces" for both children and adults, it promotes healthy interpersonal relationships and behaviors that support positive and completely non-violent interactions.

Austin, Texas

Dates to be Announced

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Psychological Maltreatment & Corporal Punishment Certificate

Fall 2022
More Information Coming Soon!

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Extended Forensic Interview Training

Just a few seats remain in the February **Extended Forensic Interview Training**!

Register now to secure your spot!



Learn best practices for a multi-session forensic interview of a child of who may be a victim of or witness to child abuse or other violent behaviors.

This virtual training is February 1-3.
The next Extended Forensic Interview Training is October 26-28.

Register Now

Children's Advocacy Center/Child Protection Team

Forensic Interview Peer Review

(sign-in/attendance sheet-virtual)

Date: August 25, 2021

Facilitator: David Acevedo and Sarah Pitts

Name (please print):

__Sarah Pitts_____ _____

__Amy Anderson_____ _____

__David Acevedo_____ _____

__Laura Shedlock _____ _____

__Thia Lomax _____ _____

__Sarah Rockwell_____ _____

__Rebecca Weekes_____ _____

__Stephanie Neilson_____ _____

__Laura Lombardi_____ _____

__Katherine Blanton_____ _____ _____

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Children's Advocacy Center/Child Protection Team

Forensic Interview Peer Review

(sign-in/attendance sheet-virtual)

Date: October 13, 2021

Facilitator: David Acevedo and Sarah Pitts

Name (please print):

__Sarah Pitts_____ _____

__Amy Anderson_____ _____

__David Acevedo_____ _____

__Thia Lomax _____ _____

__Stephanie Neilson_____ _____

__Laura Lombardi_____ _____

__Katherine Blanton_____ _____ _____

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Children's Advocacy Center/Child Protection Team

Forensic Interview Peer Review

(sign-in/attendance sheet-virtual)

Date: 1/20/2022

Facilitator: Sarah Pitts and David Acevedo

Name (please print):

__Sarah Pitts_____	_____
__Amy Anderson_____	_____
__David Acevedo_____	_____
__Katherine Blanton_____	_____
__Sarah Rockwell_____	_____
__Rebecca Weekes_____	_____
__Stephanie Nielson_____	_____
__Laura Lombardi_____	_____
__Laura Shedlock_____	_____
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Children's Advocacy Center/Child Protection Team

Forensic Interview Peer Review

(sign-in/attendance sheet-virtual)

Date: May 26, 2022

Facilitator: Sarah Pitts & Sarah Rockwell

Name (please print):

Sarah Pitts	
Sarah Rockwell	
Laura Lombardi	
Laura Shedlock	
Thia Lomax	
David Acevedo	
Katherine Blanton	
Becky Weekes	



Forensic Interviews

09/01/2021 - 09/22/2022

Primary Victim Advocate	Client Name	FI Session Type	FI - Session Status	Date All Activities Completed	Provider Person	Location	Client Case Number
Rogers, Sarah Beth		Forensic Interview	Completed Interview	09/12/2021	Rockwell, Sarah	On Site At CAC	2021-000118
Garcia-Herreros, Victor		Forensic Interview	Completed Interview	02/08/2022	Shedlock, Laura	On Site At CAC	2022-000019
Garcia-Herreros, Victor		Forensic Interview	Completed Interview	09/16/2022	Schultz, Sarah	On Site At CAC	2022-000117
Garcia-Herreros, Victor		Forensic Interview	Completed Interview	10/26/2021	Shedlock, Laura	On Site At CAC	2021-000136
Anthony, John		Medical Only Forensic Interview	Completed Interview	03/17/2022	Schultz, Sarah	On Site At CAC	2022-000050
Anthony, John		Forensic Interview	Completed Interview	10/28/2021	Shedlock, Laura	On Site At CAC	2021-000132
Garcia-Herreros, Victor		Forensic Interview	Completed Interview	09/19/2022	Shedlock, Laura	On Site At CAC	2022-000116
Garcia-Herreros, Victor		Forensic Interview	Completed Interview	09/29/2021	Pitts, Sarah	On Site At CAC	2021-000125
Anthony, John		Forensic Interview	Completed Interview	12/03/2021	Shedlock, Laura	On Site At CAC	2021-000149
Garcia-Herreros, Victor		Forensic Interview	Completed Interview	02/24/2022	Shedlock, Laura	On Site At CAC	2022-000031
Garcia-Herreros, Victor		Medical Only Forensic Interview	Completed Interview	01/21/2022	Schultz, Sarah	On Site At CAC	2022-000013
Anthony, John		Forensic Interview	Completed Interview	09/22/2021	Shedlock, Laura	On Site At CAC	2021-000123
Garcia-Herreros, Victor		Forensic Interview	Completed Interview	03/04/2022	Shedlock, Laura	On Site At CAC	2022-000038
Garcia-Herreros, Victor		Medical Only Forensic Interview	Completed Interview	03/04/2022	Schultz, Sarah	On Site At CAC	2022-000038

Primary Victim Advocate	Client Name	FI Session Type	FI - Session Status	Date All Activities Completed	Provider Person	Location	Client Case Number
Anthony, John		Forensic Interview	Completed Interview	04/07/2022	Shedlock, Laura	On Site At CAC	2022-000060
Garcia-Herreros, Victor		Forensic Interview	Completed Interview	02/08/2022	Shedlock, Laura	On Site At CAC	2022-000020
Anthony, John		Forensic Interview	Completed Interview	04/28/2022	Shedlock, Laura	On Site At CAC	2022-000065
Anthony, John		Medical Only Forensic Interview	Completed Interview	03/30/2022	Schultz, Sarah	On Site At CAC	2022-000056
Garcia-Herreros, Victor		Forensic Interview	Completed Interview	11/12/2021	Shedlock, Laura	On Site At CAC	2021-000143
Garcia-Herreros, Victor		Forensic Interview	Completed Interview	04/29/2022	Shedlock, Laura	On Site At CAC	2022-000064
Garcia-Herreros, Victor		Forensic Interview	No Show	09/06/2022	Shedlock, Laura	On Site At CAC	2022-000109
Garcia-Herreros, Victor		Forensic Interview	Completed Interview	08/26/2022	Shedlock, Laura	On Site At CAC	2022-000105
Anthony, John		Forensic Interview	Completed Interview	12/09/2021	Shedlock, Laura	On Site At CAC	2021-000150
Anthony, John		Forensic Interview	Completed Interview	05/16/2022	Shedlock, Laura	On Site At CAC	2022-000071
Anthony, John		Forensic Interview	Completed Interview	06/22/2022	Shedlock, Laura	On Site At CAC	2022-000079
Anthony, John		Forensic Interview	Completed Interview	12/09/2021	Shedlock, Laura	On Site At CAC	2021-000151
Garcia-Herreros, Victor		Forensic Interview	Completed Interview	01/05/2022	Shedlock, Laura	On Site At CAC	2022-000001
Garcia-Herreros, Victor		Forensic Interview	Completed Interview	10/28/2021	Shedlock, Laura	On Site At CAC	2021-000137
Garcia-Herreros, Victor		Forensic Interview	Completed Interview	02/11/2022	Shedlock, Laura	On Site At CAC	2022-000025
Anthony, John		Forensic Interview	Completed Interview	07/14/2022	Shedlock, Laura	On Site At CAC	2022-000088
Anthony, John		Forensic Interview	Completed Interview	03/18/2022	Shedlock, Laura	On Site At CAC	2022-000051
Garcia-Herreros, Victor		Forensic Interview	Completed Interview	05/16/2022	Shedlock, Laura	On Site At CAC	2022-000070
Anthony, John		Forensic Interview	Completed Interview	09/14/2022	Shedlock, Laura	On Site At CAC	2022-000113
Garcia-Herreros, Victor		Medical Only Forensic Interview	Completed Interview	03/04/2022	Schultz, Sarah	On Site At CAC	2022-000039

Primary Victim Advocate	Client Name	FI Session Type	FI - Session Status	Date All Activities Completed	Provider Person	Location	Client Case Number
Garcia-Herreros, Victor		Medical Only Forensic Interview	Completed Interview	11/30/2021	Schultz, Sarah	On Site At CAC	2021-000148
Garcia-Herreros, Victor		Forensic Interview	Completed Interview	10/28/2021	Shedlock, Laura	On Site At CAC	2021-000138
Garcia-Herreros, Victor		Forensic Interview	Completed Interview	09/01/2022	Shedlock, Laura	On Site At CAC	2022-000106
Garcia-Herreros, Victor		Forensic Interview	Completed Interview	06/17/2022	Shedlock, Laura	On Site At CAC	2022-000077
Garcia-Herreros, Victor		Forensic Interview	Completed Interview	07/25/2022	Shedlock, Laura	On Site At CAC	2022-000092
Garcia-Herreros, Victor		Forensic Interview	Completed Interview	01/07/2022	Shedlock, Laura	On Site At CAC	2022-000002
Garcia-Herreros, Victor		Forensic Interview	Completed Interview	01/07/2022	Shedlock, Laura	On Site At CAC	2022-000003
Anthony, John		Forensic Interview	Incomplete	05/05/2022	Shedlock, Laura	On Site At CAC	2022-000068
Garcia-Herreros, Victor		Forensic Interview	Completed Interview	08/05/2022	Shedlock, Laura	On Site At CAC	2022-000096
Garcia-Herreros, Victor		Forensic Interview	Completed Interview	04/05/2022	Shedlock, Laura	On Site At CAC	2022-000059
Garcia-Herreros, Victor		Forensic Interview	Completed Interview	06/24/2022	Shedlock, Laura	On Site At CAC	2022-000081
Garcia-Herreros, Victor		Forensic Interview	Completed Interview	07/22/2022	Shedlock, Laura	On Site At CAC	2022-000090
Garcia-Herreros, Victor		Medical Only Forensic Interview	Completed Interview	09/09/2021	Crowley, Sarah	On Site At CAC	2021-000116
Garcia-Herreros, Victor		Forensic Interview	Completed Interview	06/24/2022	Shedlock, Laura	On Site At CAC	2022-000080
Anthony, John		Forensic Interview	Completed Interview	04/12/2022		On Site At CAC	2022-000061
Anthony, John		Forensic Interview	Completed Interview	06/09/2022	Shedlock, Laura	On Site At CAC	2022-000075
Anthony, John		Medical Only Forensic Interview	Completed Interview	09/16/2022		On Site At CAC	2022-000118
Garcia-Herreros, Victor		Forensic Interview	Completed Interview	03/10/2022	Shedlock, Laura	On Site At CAC	2022-000044
Anthony, John		Forensic Interview	Completed Interview	11/10/2021	Shedlock, Laura	On Site At CAC	2021-000140

Primary Victim Advocate	Client Name	FI Session Type	FI - Session Status	Date All Activities Completed	Provider Person	Location	Client Case Number
Anthony, John		Forensic Interview	Completed Interview	06/22/2022	Shedlock, Laura	On Site At CAC	2022-000078
Garcia-Herreros, Victor		Forensic Interview	Completed Interview	10/04/2021	Shedlock, Laura	On Site At CAC	2021-000128
Garcia-Herreros, Victor		Forensic Interview	Completed Interview	05/10/2022	Shedlock, Laura	On Site At CAC	2022-000069
Garcia-Herreros, Victor		Forensic Interview	Completed Interview	09/02/2021	Shedlock, Laura	On Site At CAC	2021-000106
Anthony, John		Forensic Interview	Completed Interview	08/17/2022	Shedlock, Laura	On Site At CAC	2022-000099
Anthony, John		Forensic Interview	Completed Interview	08/24/2022	Shedlock, Laura	On Site At CAC	2022-000104
Anthony, John		Forensic Interview	Completed Interview	09/02/2021	Shedlock, Laura	On Site At CAC	2021-000111
Anthony, John		Forensic Interview	Completed Interview	10/26/2021	Shedlock, Laura	On Site At CAC	2021-000134
Garcia-Herreros, Victor		Forensic Interview	Completed Interview	02/17/2022	Shedlock, Laura	On Site At CAC	2022-000029
Garcia-Herreros, Victor		Forensic Interview	Completed Interview	08/24/2022	Shedlock, Laura	On Site At CAC	2022-000103
Garcia-Herreros, Victor		Forensic Interview	Completed Interview	10/21/2021	Shedlock, Laura	On Site At CAC	2021-000133
Anthony, John		Forensic Interview	Completed Interview	07/11/2022	Shedlock, Laura	On Site At CAC	2022-000085
Garcia-Herreros, Victor		Forensic Interview	Completed Interview	04/26/2022	Shedlock, Laura	On Site At CAC	2022-000063
Garcia-Herreros, Victor		Forensic Interview	Completed Interview	03/25/2022	Shedlock, Laura	On Site At CAC	2022-000054
Anthony, John		Forensic Interview	Completed Interview	12/28/2021	Shedlock, Laura	On Site At CAC	2021-000162
Anthony, John		Forensic Interview	Completed Interview	11/23/2021	Shedlock, Laura	On Site At CAC	2021-000147
Anthony, John		Forensic Interview	Completed Interview	03/11/2022	Shedlock, Laura	On Site At CAC	2022-000045
Anthony, John		Forensic Interview	Completed Interview	01/13/2022	Shedlock, Laura	On Site At CAC	2022-000011
Anthony, John		Forensic Interview	Completed Interview	01/04/2022	Shedlock, Laura	On Site At CAC	2022-000000
Anthony, John		Medical Only Forensic Interview	Completed Interview	01/19/2022	Schultz, Sarah	On Site At CAC	2022-000012

Primary Victim Advocate	Client Name	FI Session Type	FI - Session Status	Date All Activities Completed	Provider Person	Location	Client Case Number
Rogers, Sarah Beth		Forensic Interview	Completed Interview	11/18/2021	Lombardi, Laura	On Site At CAC	2021-000146
Rogers, Sarah Beth		Medical Only Forensic Interview	Completed Interview	11/18/2021	Britton, Sherry	On Site At CAC	2021-000146
Anthony, John		Forensic Interview	Completed Interview	03/11/2022	Shedlock, Laura	On Site At CAC	2022-000046
Anthony, John		Forensic Interview	Completed Interview	09/22/2021	Shedlock, Laura	On Site At CAC	2021-000122
Garcia-Herreros, Victor		Forensic Interview	Completed Interview	01/19/2022	Shedlock, Laura	On Site At CAC	2022-000007
Anthony, John		Forensic Interview	Completed Interview	10/26/2021		On Site At CAC	2021-000135
Anthony, John		Forensic Interview	Completed Interview	11/15/2021	Shedlock, Laura	On Site At CAC	2021-000144
Anthony, John		Forensic Interview	Completed Interview	08/26/2022	Shedlock, Laura	On Site At CAC	2022-000102
Garcia-Herreros, Victor		Forensic Interview	Completed Interview	07/13/2022	Shedlock, Laura	On Site At CAC	2022-000086
Garcia-Herreros, Victor		Forensic Interview	Completed Interview	05/03/2022	Shedlock, Laura	On Site At CAC	2022-000067
Garcia-Herreros, Victor		Forensic Interview	Completed Interview	01/13/2022	Shedlock, Laura	On Site At CAC	2022-000010
Garcia-Herreros, Victor		Forensic Interview	Completed Interview	03/17/2022	Shedlock, Laura	On Site At CAC	2022-000049
Garcia-Herreros, Victor		Forensic Interview	Completed Interview	02/08/2022	Shedlock, Laura	On Site At CAC	2022-000021
Garcia-Herreros, Victor		Forensic Interview	Completed Interview	07/13/2022	Shedlock, Laura	On Site At CAC	2022-000087
Garcia-Herreros, Victor		Medical Only Forensic Interview	Completed Interview	11/19/2021	Crowley, Sarah	On Site At CAC	2021-000145
		Specialized Interview-Child	Completed Interview	10/19/2021	Shedlock, Laura	On Site At CAC	2021-000131
Garcia-Herreros, Victor		Forensic Interview	Completed Interview	09/21/2022	Shedlock, Laura	On Site At CAC	2022-000110
Anthony, John		Forensic Interview	Completed Interview	09/30/2021	Shedlock, Laura	On Site At CAC	2021-000126
Anthony, John		Forensic Interview	Completed Interview	12/15/2021	Shedlock, Laura	On Site At CAC	2021-000157

Primary Victim Advocate	Client Name	FI Session Type	FI - Session Status	Date All Activities Completed	Provider Person	Location	Client Case Number
Garcia-Herreros, Victor		Forensic Interview	Completed Interview	03/14/2022	Shedlock, Laura	On Site At CAC	2022-000043
Garcia-Herreros, Victor		Forensic Interview	Completed Interview	09/30/2021	Shedlock, Laura	On Site At CAC	2021-000124
Garcia-Herreros, Victor		Forensic Interview	Completed Interview	11/10/2021	Shedlock, Laura	On Site At CAC	2021-000139
Anthony, John		Forensic Interview	Completed Interview	03/10/2022	Shedlock, Laura	On Site At CAC	2022-000042
Anthony, John		Forensic Interview	Completed Interview	04/28/2022		On Site At CAC	2022-000066
Garcia-Herreros, Victor		Forensic Interview	Completed Interview	02/18/2022	Shedlock, Laura	On Site At CAC	2022-000027
Garcia-Herreros, Victor		Forensic Interview	Completed Interview	09/16/2022	Schultz, Sarah	On Site At CAC	2022-000115
Anthony, John		Medical Only Forensic Interview	Completed Interview	03/01/2022	Schultz, Sarah	On Site At CAC	2022-000035
Anthony, John		Medical Only Forensic Interview	Completed Interview	03/04/2022	Schultz, Sarah	On Site At CAC	2022-000041
Garcia-Herreros, Victor		Forensic Interview	Completed Interview	04/12/2022	Shedlock, Laura	On Site At CAC	2022-000062
Garcia-Herreros, Victor		Forensic Interview	Completed Interview	01/13/2022	Shedlock, Laura	On Site At CAC	2022-000009
Garcia-Herreros, Victor		Medical Only Forensic Interview	Completed Interview	01/26/2022	Schultz, Sarah	On Site At CAC	2022-000015
Anthony, John		Forensic Interview	Completed Interview	03/11/2022	Shedlock, Laura	On Site At CAC	2022-000047
Garcia-Herreros, Victor		Forensic Interview	Completed Interview	12/21/2021	Shedlock, Laura	On Site At CAC	2021-000160
Anthony, John		Medical Only Forensic Interview	Completed Interview	01/21/2022	Schultz, Sarah	On Site At CAC	2022-000014
Anthony, John		Medical Only Forensic Interview	Completed Interview	03/30/2022	Schultz, Sarah	On Site At CAC	2022-000057
Garcia-Herreros, Victor		Forensic Interview	Completed Interview	04/05/2022	Shedlock, Laura	On Site At CAC	2022-000058

Primary Victim Advocate	Client Name	FI Session Type	FI - Session Status	Date All Activities Completed	Provider Person	Location	Client Case Number
Garcia-Herreros, Victor		Medical Only Forensic Interview	Completed Interview	11/04/2021	Schultz, Sarah	On Site At CAC	2021-000141
Anthony, John		Forensic Interview	Completed Interview	09/08/2021	Shedlock, Laura	On Site At CAC	2021-000112
Anthony, John		Forensic Interview	Completed Interview	01/07/2022	Shedlock, Laura	On Site At CAC	2021-000161
Anthony, John		Medical Only Forensic Interview	Completed Interview	01/05/2022	Shedlock, Laura	On Site At CAC	2022-000004
Anthony, John		Forensic Interview	Completed Interview	10/14/2021	Shedlock, Laura	On Site At CAC	2021-000130
Anthony, John		Forensic Interview	Completed Interview	03/25/2022	Shedlock, Laura	On Site At CAC	2022-000055
Anthony, John		Medical Only Forensic Interview	Completed Interview	04/07/2022	Schultz, Sarah	On Site At CAC	2022-000055
Garcia-Herreros, Victor		Medical Only Forensic Interview	Completed Interview	12/14/2021	Schultz, Sarah	On Site At CAC	2021-000156
Anthony, John		Forensic Interview	Completed Interview	10/01/2021		On Site At CAC	2021-000127
Anthony, John		Forensic Interview	Completed Interview	02/15/2022	Shedlock, Laura	On Site At CAC	2022-000022
Garcia-Herreros, Victor		Forensic Interview	Completed Interview	02/11/2022	Shedlock, Laura	On Site At CAC	2022-000026
Garcia-Herreros, Victor		Medical Only Forensic Interview	Completed Interview	09/09/2021	Crowley, Sarah	On Site At CAC	2021-000115
Garcia-Herreros, Victor		Forensic Interview	Completed Interview	06/28/2022	Shedlock, Laura	On Site At CAC	2022-000082
Anthony, John		Forensic Interview	Completed Interview	12/15/2021		On Site At CAC	2021-000153
Anthony, John		Forensic Interview	Completed Interview	02/24/2022	Shedlock, Laura	On Site At CAC	2022-000023
Garcia-Herreros, Victor		Forensic Interview	Completed Interview	09/17/2021	Shedlock, Laura	OTHER CAC	2021-000120
Total: 125							

CHILD PROTECTION TEAM: 14AA

CPT TRAINING REPORT

From: 07/01/2021 To: 06/30/2022

Printed 7/27/2022 / 2:32:14PM

CPT Office: 14AA

Provider: 0119 - Weekes, Rebecca (Becky) CC - Case Coordinator Active

Training Date	Activity	CE	Hours	Audience	Comments
11/04/2021	Team	N		Other Child Protection Services	CPI 201 with New CPIs
02/01/2022	Staff	N	7		NCAC's Extended Forensic Interview Training - presented by Linda Steele, NCAC Alabama (Virtual)
02/02/2022	Staff	N	7		NCAC's Extended Forensic Interview Training - presented by Linda Steele, NCAC Alabama (Virtual)
02/03/2022	Staff	N	7		NCAC's Extended Forensic Interview Training - presented by Linda Steele, NCAC Alabama (Virtual)
03/23/2022	Team	N		Other Child Protection Services	CPI 201 with new CPI's
06/21/2022	Team	N		Other Child Protection Services	CPT presentation re: CPT to new CPI's
Total Staff Training Hours			21.00		

Total Team Staff Training Hours 21.00

CHILD PROTECTION TEAM: 14AA

CPT TRAINING REPORT

From: 07/01/2021 To: 06/30/2022

Printed 7/27/2022 / 2:31:41PM

CPT Office: 14AA

Provider: 2996 - Shedlock, Laura CC - Case Coordinator Active

Training Date	Activity	CE	Hours	Audience	Comments
02/01/2022	Staff	N	1.5		APSAC Forensic Interviewing Children with Disabilities
02/15/2022	Staff	N	1.5		APSAC Forensic Interviewing Children with Disabilities
03/01/2022	Staff	N	1.5		APSAC Forensic Interviewing Children with Disabilities
03/15/2022	Staff	N	1.5		APSAC Forensic Interviewing Children with Disabilities
03/29/2022	Staff	N	1.5		APSAC Forensic Interviewing Children with Disabilities
04/12/2022	Staff	N	1.5		APSAC Forensic Interviewing Children with Disabilities
04/26/2022	Staff	N	1.5		APSAC Forensic Interviewing Children with Disabilities
Total Staff Training Hours			10.50		

Total Team Staff Training Hours 10.50

CHILD PROTECTION TEAM: 14AA

CPT TRAINING REPORT

From: 07/01/2021 To: 06/30/2022

Printed 7/27/2022 / 2:31:07PM

CPT Office: 14AA

Provider: 2581 - Rockwell, Sarah CC - Case Coordinator Active

Training Date	Activity	CE	Hours	Audience	Comments
09/08/2021	Staff	N	20		IAHTI Conference Sept 8 to 10, 2021
02/01/2022	Staff	N	1.5		Interviewing Children with Disabilities Abuse Dynamics by Staci Whitney
02/15/2022	Staff	N	1.5		Interviewing Children with Disabilities: Advanced Considerations Part 1 by Dermot Whelan
03/01/2022	Staff	N	1.5		Interviewing Children with Disabilities: General Considerations by Staci Whitney
03/15/2022	Staff	N	1.5		Interviewing Children with Disabilities: Advanced Considerations Part 1 by Dermot Whelan
03/29/2022	Staff	N	1.5		Interviewing Children with Disabilities: Advanced Considerations Part 2 by Kate Homan
04/12/2022	Staff	N	1.5		Interviewing Children with Disabilities: Communication Disorders by Kate Homan
04/26/2022	Staff	N	1.5		Interviewing Children with Disabilities: Adapted Protocol for Children Who Do Not Speak by Staci Whitney.
05/10/2022	Staff	N	1.5		Interviewing Children with Disabilities: Considerations for Law Enforcement by Dermot Whelan
Total Staff Training Hours			32.00		

Total Team Staff Training Hours 32.00

CHILD PROTECTION TEAM: 14AA

CPT TRAINING REPORT

From: 07/01/2021 To: 06/30/2022

Printed 7/27/2022 / 2:30:41PM

CPT Office: 14AA

Provider: 1801 - PITTS, SARAH CC - Case Coordinator Active

Training Date	Activity	CE	Hours	Audience	Comments
09/08/2021	Staff	N	8		International Association of Human Trafficking Investigators
09/09/2021	Staff	N	8		International Association of Human Trafficking Investigators
09/10/2021	Staff	N	4		International Association of Human Trafficking INvestigators
Total Staff Training Hours			20.00		

Total Team Staff Training Hours 20.00

CHILD PROTECTION TEAM: 14AA

CPT TRAINING REPORT

From: 07/01/2021 To: 06/30/2022

Printed 7/27/2022 / 2:29:54PM

CPT Office: 14AA

Provider: 2582 - Lombardi, Laura CC - Case Coordinator Active

Training Date	Activity	CE	Hours	Audience	Comments
05/12/2022	Staff	N	6		Responding to an unexplained child death NCJTC
05/17/2022	Staff	N	7		Creating a Community Action Plan for the Prevention of Child Sexual Abuse NCJTC
05/18/2022	Staff	N	7		Creating a Community Action Plan for the Prevention of Child Sexual Abuse NCJTC
Total Staff Training Hours			20.00		

Total Team Staff Training Hours 20.00

CHILD PROTECTION TEAM: 14AA

CPT TRAINING REPORT

From: 07/01/2021 To: 06/30/2022

Printed 7/27/2022 / 2:29:23PM

CPT Office: 14AA

Provider: 0124 - LOMAX, THIA CC - Case Coordinator Active

Training Date	Activity	CE	Hours	Audience	Comments
05/11/2022	Staff	N	13	Other Child Protection Services	Motivational Interviewing with CWRU.
Total Staff Training Hours			13.00		

Total Team Staff Training Hours 13.00

CHILD PROTECTION TEAM: 14AA

CPT TRAINING REPORT

From: 07/01/2021 To: 06/30/2022

Printed 7/27/2022 / 2:28:46PM

CPT Office: 14AA

Provider: 3115 - Gellibert, Jill CC - Case Coordinator Active

Training Date	Activity	CE	Hours	Audience	Comments
12/10/2021	Staff	N	1		Psychotropic Medication (Florida's Center for Child Welfare)
12/26/2021	Staff	N	1		Developing Respectful Partnerships through customer service Florida Center for Child Welfare (USF)
12/26/2021	Staff	N	2		Values Driven Partnerships with Males (Florida's Center For Child Welfare)
02/27/2022	Staff	N	1.5		Florida's Expungent Laws: Helping Survivors of Human Trafficking (Florida's Center for Child Welfare)
06/16/2022	Staff	N	1.5		Child Labor Trafficking: Modern Slavery
06/28/2022	Staff	N	1		It takes a Village. The Gate Keepers Code: Responding to sexual crimes against children.
Total Staff Training Hours			8.00		

Total Team Staff Training Hours 8.00

CHILD PROTECTION TEAM: 14AA

CPT TRAINING REPORT

From: 07/01/2021 To: 06/30/2022

Printed 7/27/2022 / 2:28:05PM

CPT Office: 14AA

Provider: 2367 - Blanton, Katherine CC - Case Coordinator Active

Training Date	Activity	CE	Hours	Audience	Comments
10/14/2021	Staff	N	1		10 Myths of sexual assault Presenter: Laurie Gray
10/14/2021	Staff	N	1		Explaining ICAC Investigations for Child Advocacy Centers
10/26/2021	Staff	N	1.5		What law enforcement needs to know in forensic training Presented by Julie Kenniston 4/1/20
02/01/2022	Staff	N	1.5		APSAC Children with Disability and Abuse Dynamics Staci Whitney, LMSW
02/14/2022	Staff	N	1.5		APSAC Communication Considerations for Children with Disabilities Stacy Whiteny LMSW
03/01/2022	Staff	N	1.5		APSAC General Considerations for Interviewing Children with Disabilities Staci Whitney
03/15/2022	Staff	N	1.5		APSAC Advanced Considerations for Interviewing Children with Disabilities Part I Dermot Whelan Police Sgt - retired
03/29/2022	Staff	N	1.5	Other Non-Team Medical Personal	APSAC - Advanced Considerations for Interviewing Children with Disabilities - Part II Kate Homan, MS

CHILD PROTECTION TEAM: 14AA

CPT TRAINING REPORT

From: 07/01/2021 To: 06/30/2022

Printed 7/27/2022 / 2:28:05PM

04/12/2022	Staff	N	1.5		APSAC - Interviewing Children with Communication Disorders Kate Homan, MS
04/26/2022	Staff	N	1.5		APSAC - Adapted Protocol For Interviewing Children Who do Not Speak Staci Whtiney MSW
05/03/2022	Staff	N	2	Other Non-Team Medical Personal	Mental Health Matters: Youth and Mental Health Panel Discussion Begins in One Hour - Presented by Peace River Center - webinar
Total Staff Training Hours			16.00		

Total Team Staff Training Hours 16.00

CHILD PROTECTION TEAM: 14AA

CPT TRAINING REPORT

From: 07/01/2021 To: 06/30/2022

Printed 7/27/2022 / 2:26:16PM

CPT Office: 14AA

Provider: 1845 - ACEVEDO, DAVID TC - Team Coordinator Active

Training Date	Activity	CE	Hours	Audience	Comments
07/23/2021	Staff	N	13.5		Attended Krimes Against Kids Conference.
Total Staff Training Hours			13.50		

Total Team Staff Training Hours 13.50

The American Professional Society on the Abuse of Children

Hereby Recognizes That

David Acevedo

Has satisfactorily completed the 40 hour

Child Forensic Interview Clinic

February 20—23, 2007
Tampa, Florida

39

Jordan Greenbaum, President

CPT Child Protection Team Core Training

Certificate of Attendance

Awarded To

Rebecca E. Weekes

for completion of specific requirements as set forth by the Training and Education Workgroup of the Florida Children's Justice Act Task Force.

Training Facilitator

Training Facilitator

FLORIDA DEPARTMENT OF CHILDREN & FAMILIES

FLORIDA DEPARTMENT OF HEALTH

University of South Florida USF

Certificate of Completion

American Professional Society on the Abuse of Children

Acknowledges that

Rebecca Weekes

Successfully completed the

Advanced Child Forensic Interview Training Clinic

May 19 – 23, 2003 **Orlando, FL**

Operations Manager, APSAC

Child Protection Team
Forensic Interviewing Clinic
Presented to

Becky Weekes

In recognition of completion of 16 hours of Advanced training in Forensic Interviewing provided by the Florida Department of Health Division of Prevention and Intervention in Children's Medical Services.
September 29 – October 1, 2010
Tampa, Florida

Awarded this 1st Day of October

Michael L. Haney

Michael L. Haney, Ph.D., N.C.C., L.M.H.C.
Division Director for Prevention and Intervention

Lynda C. Faroni

Lynda C. Davies-Faroni, B.A.
Forensic Specialist
Children's Medical Services



child protection team
Children's Medical Services

Child Protection Team
Forensic Interviewing Clinic
Presented to

Katherine M. Blanton

In recognition of completion of 26.5 hours of training in Forensic Interviewing provided by the Florida Department of Health Bureau of Prevention and Intervention in Children's Medical Services and the American Professional Society on the Abuse of Children.

January 9 – 11, 2013
Ft. Myers, Florida

Awarded this 11th day of January

Michael L. Haney, Ph.D., NCC, CISM, LMHC
Executive Director, APSAC

Lynda Davies-Faroni, B.A.
APSAC Clinic Manager

55



child protection team
Children's Medical Services

Certificate of Training

Awarded to

Katherine Blanton

For the Successful Completion of

Forensic Interviewing of Children

16 Hour Training
Presented by David Acevedo
Children's Advocacy Center

children's home society OF FLORIDA™
Embracing Children. Inspiring Lives.

David Acevedo
David R. Acevedo
CPT Program Director

2/11/13
Date

CERTIFICATE OF TRAINING

This Certifies that

Laura Lombardi

Has completed
40 hours of

DOH Basic Forensic Interview Training

And is Awarded this Certificate by the

Florida Department of Health

October 16, 2015

Florida HEALTH
Children's Medical Services

Florida HEALTH
Children's Medical Services

Peggy Scheuermann, Bureau Chief

Teresa Morris, Unit Director

Jackie Sandefer-Gonsen, CPT Trainer

Certificate of Training

Awarded to

Laura Lombardi

For the Successful Completion of

Forensic Interviewing of Children

16 Hour Training
Presented by David Acevedo
Children's Advocacy Center

children's home society OF FLORIDA™
Embracing Children. Inspiring Lives.

David Acevedo

David R. Acevedo
CPT Program Director

11/16/15

Date

Certificate of Training

This Certifies that

LAURA SHEDLOCK

Has completed
40 hours of

FLORIDA DEPARTMENT OF HEALTH

Florida HEALTH
Children's Medical Services

Basic Forensic Interview Training

Florida HEALTH
Children's Medical Services

And is Awarded this Certificate by the

Florida Department of Health

September 30, 2016

Peggy Scheuermann
Peggy Scheuermann, Bureau Chief

Jackie Sandefer-Gonsen
Jackie Sandefer-Gonsen, CPT Trainer

National Children's Advocacy Center

CERTIFICATE *of* COMPLETION

THIS ACKNOWLEDGES THAT

Laura Shedlock

HAS SUCCESSFULLY COMPLETED THE

FORENSIC INTERVIEWING OF CHILDREN TRAINING

June 19-23, 2017

x Chris Newlin

Chris Newlin, Executive Director
National Children's Advocacy Center
Huntsville, Alabama

x Pamela D. Jones

Pamela D. Jones, Training Director
National Children's Advocacy Center
Huntsville, Alabama

National Children's Advocacy Center

CERTIFICATE *of* COMPLETION

THIS ACKNOWLEDGES THAT

Laura Shedlock

HAS SUCCESSFULLY COMPLETED THE

ADVANCED FORENSIC INTERVIEWING TRAINING

KIAWAH ISLAND, SC
April 23-25, 2019

x Chris Newlin

Chris Newlin, Executive Director
National Children's Advocacy Center
Huntsville, Alabama

x Pamela D. Jones

Pamela Jones, Training Director
National Children's Advocacy Center
Huntsville, Alabama

Child Protection Team
Forensic Interviewing Clinic
Presented to

Sarah D. Pitts

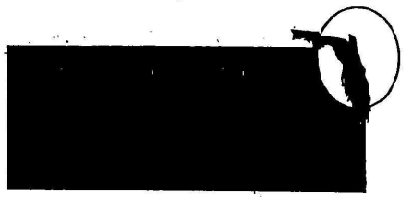
In recognition of completion of 26.5 hours of training in Forensic Interviewing provided by the Florida Department of Health Bureau of Prevention and Intervention in Children's Medical Services and the American Professional Society on the Abuse of Children.

January 9 – 11, 2013
Ft. Myers, Florida

Awarded this 11th day of January

Michael L. Haney, Ph.D., NCC, CISM, LMHC
Executive Director, APSAC

Lynda Davies-Faroni, B.A.
APSAC Clinic Manager



child protection team
Children's Medical Services

Certificate of Training

Awarded to

Sarah Pitts

For the Successful Completion of

Forensic Interviewing of Children

16 Hour Training
Presented by David Acevedo
Children's Advocacy Center

children's home society OF FLORIDA™
Embracing Children. Inspiring Lives.

David Acevedo

David R. Acevedo
CPT Program Director

2/11/13

Date

CERTIFICATE OF TRAINING

This Certifies That

Sarah Rockwell

Has completed

40 hours

DOH BASIC FORENSIC INTERVIEW TRAINING

And is Awarded this Certificate By

Florida Department of Health

October 16, 2015

Florida HEALTH

Children's Medical Services

Peggy Scheuermann, Bureau Chief

Teresa Morris, Unit Director

Jackie Sandefer-Gonsen, CPT Trainer

The American Professional Society on the Abuse of Children

Hereby Recognizes That

Thia Lomax

Has satisfactorily completed the 40 hour

Child Forensic Interview Clinic

February 20—24, 2006
Tampa, Florida

Dr. Jordan Greenbaum, President

David Acevedo

From: Acevedo, David R <David.Acevedo@flhealth.gov>
Sent: Tuesday, September 28, 2021 4:07 PM
To: David Acevedo
Subject: FW: Review of DOH curriculum for forensic interviewing

"CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you validate the sender and know the content is safe. Please forward this email to IT if you believe this email is suspicious".
National Children's Alliance approves FL DOH Basic Forensic Interview Training. See below.

David R. Acevedo | *Children's Home Society of Florida* | CPT Program Director
Children's Advocacy Center | 1260 Golfview Avenue, Bartow FL 33830
D: (863) 519-3900 ext. 239 | C: (863) 969-8555 |
If you experience any delays in receiving a response: Feel free to email me at ✉David.Acevedo@chsfl.org
Our Vision: A world where children realize their full potential.
Our Mission: Building bridges to success for children.

We do good.

From: Sandefer-Gonsen, Jackie X <Jackie.Sandefer-Gonsen@flhealth.gov>
Sent: Thursday, May 8, 2014 9:56 AM
To: DL CPT Team Coordinators <CPTTeamCoordinators@flhealth.gov>
Subject: FW: Review of DOH curriculum for forensic interviewing

Good Morning,

The FL DOH Basic Forensic Interview training has been approved by National Children's Alliance (NCA) and is now on their national list of approved curricula. If you need documentation of the approval for your agency, you may print the email from Jan Dunn that is below.

Please note that my email address has changed to Jackie.Sandefer-Gonsen@FLHealth.gov.

Jackie Sandefer-Gonsen
Government Operations Consultant
Department of Health, Children's Medical Services
Child Protection Unit
2585 Merchants Row Blvd.
Mail: 4052 Bald Cypress Way, Bin A06
Tallahassee, FL 32399
850-245-4200 x 3667
850-414-7350 (Fax)

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

For information regarding CMS please visit our website at http//www.doh.state.fl.us/cms/index.html.

From: Jan Dunn [mailto:accreditation@nca-online.org]
Sent: Tuesday, May 06, 2014 1:13 PM
To: Sandefer-Gonsen, Jackie X
Cc: Morris, Teresa S
Subject: RE: Review of DOH curriculum for forensic interviewing

Hi Jackie,
I wanted to let you know we have approved your Forensic Interview curriculum and have added it to our national list of approved curriculum. Thank you for all your work on this! Great work!

Jan Dunn
Accreditation Coordinator
National Children's Alliance

David Acevedo

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Our Mission: Building bridges to success for children.

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Jackie Sandefer-Gonsen
Government Operations Consultant
Department of Health, Children's Medical Services
Child Protection Unit
2585 Merchants Row Blvd.
Mail: 4052 Bald Cypress Way, Bin A06
Tallahassee, FL 32399
850-245-4200 x 3667
850-414-7350 (Fax)

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

For information regarding CMS please visit our website at http//www.doh.state.fl.us/cms/index.html.

From: Jan Dunn [mailto:accreditation@nca-online.org]
Sent: Tuesday, May 06, 2014 1:13 PM
To: Sandefer-Gonsen, Jackie X
Cc: Morris, Teresa S
Subject: RE: Review of DOH curriculum for forensic interviewing

Hi Jackie,
I wanted to let you know we have approved your Forensic Interview curriculum and have added it to our national list of approved curriculum. Thank you for all your work on this! Great work!

Jan Dunn
Accreditation Coordinator
National Children's Alliance

Application: Sebring, Florida

Sarah Rogers - srogers@highlandsfl.gov
2023 CAC Center Application (Accreditation & Reaccreditation)

Summary

ID: 0000000032

Victim Support Advocacy

Completed - Oct 5 2022

Standard 4

STANDARD 4: Victim Support and Advocacy: Victim support and advocacy services are provided to all CAC clients and their caregivers as part of the multidisciplinary team response.

Component 4A:

Are comprehensive, coordinated victim support and advocacy services provided by designated individual(s) who have specialized training in Victim Advocacy?

Yes

List all Advocates providing support and advocacy services.

	Name (first and last)	Employer	Type of Advocacy Services Provided
	John Anthony	Highlands County Board of County Commissioners	Needs Assessment; Education on Victim's Rights; Court Education and Accompaniment; Referral for Mental Health; Referrals for Specialized Services, Etc.
	Victor Garcia Herreros	Highlands County Board of County Commissioners	Needs Assessment; Education on Victim's Rights; Court Education and Accompaniment; Referral for Mental Health; Referrals for Specialized Services, Etc.
	Mercedes McNew	Highlands County Board of County Commissioners	Needs Assessment; Education on Victim's Rights; Court Education and Accompaniment; Referral for Mental Health; Referrals for Specialized Services, Etc.
	Terry Leapheart	HCSO	Needs Assessment; Education on Victim's Rights; Education on Victim's Compensation; Court Education and Accompaniment; Referrals for Specialized Services; Etc.

Can the CAC demonstrate that all Victim Advocates providing services to CAC clients have successfully completed training that includes a minimum of 24 hours instruction including, but not limited to: check all that apply.

Dynamics of child abuse	Yes
Trauma-informed services	Yes
Crisis assessment and intervention	Yes
Risk assessment and safety planning	Yes
Professional ethics and boundaries	Yes
Understanding the coordinated multidisciplinary response	Yes
Understanding, explaining and affording of victim’s legal rights	Yes
Court education, support and accompaniment	Yes
Knowledge of available community and legal resources, referral methods and assistance with access to treatment and other services, including protective orders, housing, public assistance, domestic violence intervention, transportation, financial assistance and interpreters, among others as determined for individual clients	Yes
Cultural responsiveness and addressing implicit bias in service delivery	Yes
Caregiver resilience	Yes
Domestic violence/family violence/children’s exposure to domestic violence and poly-victimization	Yes

Required Attachment: Please upload documentation demonstrating 24 hours with content and completion for each of the 12 required components as listed above.

Victim Advocate Certification 2021 (17) John Anthony (003).pdf

Filename: Victim Advocate Certification 2021 (17) John Anthony (003).pdf **Size:** 1.9 MB

Victim Advocate Certification (72)Mercedes McNew.pdf

Filename: Victim Advocate Certification (72)Mercedes McNew.pdf **Size:** 3.8 MB

October 2020 VA- Virtual NCAC Certificate of Completion.pdf

Filename: October 2020 VA- Virtual NCAC Certificate of Completion.pdf **Size:** 1.9 MB

Terry Leaphart.pdf

Filename: Terry Leaphart.pdf **Size:** 86.9 kB

Component 4B:

Can all individuals who provide victim advocacy services for the CAC demonstrate participation in ongoing education in the field of victim advocacy and child maltreatment consisting of a minimum of 8 contact hours every 2 years?

Yes

Required Attachment: Please upload documentation demonstrating completion of required 8 hours ongoing education for all victim advocates providing services to CAC clients.

VGH- CEU Credits from International Symposium 2022.pdf

Filename: VGH- CEU Credits from International Symposium 2022.pdf **Size:** 207.8 kB

JA- Adolecents with Self Injurous Behavior- 3 CEU.pdf

Filename: JA- Adolecents with Self Injurous Behavior- 3 CEU.pdf **Size:** 232.2 kB

verification of attendance at 38th International Symposium.pdf

Filename: verification of attendance at 38th International Symposium.pdf **Size:** 200.0 kB

MM- Adolesents with Injurious Behaviors COA.pdf

Filename: MM- Adolesents with Injurious Behaviors COA.pdf **Size:** 140.5 kB

KAK 2022 MM.pdf

Filename: KAK 2022 MM.pdf **Size:** 128.0 kB

Component 4C:

Please explain how (which CAC staff or MDT partner) victim advocates serving CAC clients provide each of the following constellation of services:

What agency or MDT member provides crisis assessment and intervention, risk assessment and safety planning and support for children and family members at all stages of involvement with CAC ?

Family advocates assess the needs of the child victim and non-offending caregiver when they come into the CAC for a forensic interview. A CPI assigned to the case interviews the family and victim. If a safety plan is needed, it is put in place at that point. Family advocates contact caregivers on a regular basis, continuously assessing needs and providing solutions for any immediate risk factors the family is facing.

How are the individual needs assessed and cultural considerations for child/family addressed?

Individual needs are typically assessed through the referral and interview process. Should a family be in need of a translator, one is provided for them. Additionally, the CAC has a Victim's Services Specialist on staff to help meet any cultural or spiritual needs that may arise.

What agency or MDT member is present at CAC during the forensic interview in order to participate in information sharing with other MDT members, inform and support family about the coordinated, multidisciplinary response, and assess needs of child and non-offending caregiver?

Children Protective Services, Law Enforcement, Child Protective Investigators, and Family Advocates attend specialized interviews with the non-offending caregiver prior to the forensic interview. The family advocate speaks with the caregiver, while the child victim is in the forensic interview, and provides them with a care packet of pertinent information regarding the CAC and MDT. Law Enforcement and CPIs observe the forensic interview via closed-circuit TV, and then speak with the caregiver following the interview.

What agency or MDT member provides education and access to victim’s rights and crime victim’s compensation?

Family advocates provide education on victim's rights to the families. Victim's Advocates from the Highlands County Sheriff's Special Victims unit provide education on both victim's rights and victim's compensation.

Is assistance provided in procuring concrete services (housing, protective orders, domestic violence intervention, food, transportation, public assistance, civil legal services, etc .)?

Yes

How are referrals made for trauma focused, evidence –supported mental health and specialized medical treatment, if not provided at the CAC .

Family advocates make referrals for trauma-focused therapy and medical treatment. The CAC employs a mental health therapist and contracts with CHS to provide therapy. However, if their case load is full, we will start a wait list or refer clients to the Peace River Center or to Tri-County Human Services. Likewise, if the treatment needed is beyond our scope, referrals are also made to either Peace River Center, Tri-County Human Services or other agencies that provide higher level of care.

How is access to transportation to interviews, court, treatment and other case-related meetings provided?

Transportation to case-related meetings is provided by the victim advocates employed by the Highlands County Sheriff's Office. The family advocates with the CAC provide referrals for local transportation services as needed for the child victim and family.

Is there engagement in the child’s/family’s response regarding participation in the investigation/prosecution to help them understand the investigation/prosecution process and help ensure understanding of crime victims’ rights ?

Yes

Do the victim advocates participate 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?

Yes

What agency or MDT member provides updates to the family on case status, continuances, dispositions, sentencing, inmate status notification (including offender release from custody)?

The CAC family advocates provide updates to the family on all case statuses. If both CAC and Sheriff's Office advocates are involved throughout the case, the advocates coordinate with each other for family updates.

What agency or MDT member provides court education & courthouse/courtroom tours, support, and court accompaniment?

Both CAC and Sheriff's Office advocates are able to provide court education and accompaniment; typically the Sheriff's Office advocates do. They have a therapy dog program, and the therapy dog is also allowed to go to court with the victim and family.

Component 4D:

Is active outreach and follow-up support services for caregivers consistently available?

Yes

Please briefly explain what follow-up occurs with caregivers following the date of the interview? Is there a schedule of contacts? What triggers follow-up?

While there is not currently a strict schedule of contacts, family advocates routinely make follow-up contact with families to ensure that they have an understanding of what is taking place, as well as to arrange for trauma-focused counseling should they so choose. Family advocates also note any needs mentioned during the specialized interview, through conversations with the caregiver while they wait during therapy, or during periodic phone calls to update on case status.

Component 4E:

Do the CAC/MDT's written protocols/guidelines include availability of victim support and advocacy services for all CAC clients throughout the life of the case?

Yes

Please provide the document name and page number where this information can be found. (the document can be uploaded below if not previously uploaded)

CAC Protocols, Page 31

Do the CAC/MDT's written protocols/guidelines include requirement for participation of victim advocate(s) in MDT case review?

Yes

Please provide the document name and page number where this information can be found. (the document can be uploaded below if not previously uploaded)

CAC Protocols, Page 29

Required Attachment: Please upload the CAC/MDT Written protocol/guidelines.

CAC Protocols 2022.pdf

Filename: CAC Protocols 2022.pdf **Size:** 550.4 kB

Component 4F:

Please describe how coordinated case management meetings with any and all individuals providing victim advocacy services occurs.

Coordinated case management takes place monthly with law enforcement, CPIs, family advocates, and other members of the MDT to discuss the status of the case. Additionally CAC staff meet prior to case reviews to discuss any updates or changes before presenting to the MDT during those reviews.

National Children's Advocacy Center

Local Service. Global Leadership.

VERIFICATION OF ATTENDANCE FOR CONTINUING EDUCATION CONTACT HOURS AWARDED

This is to certify that the individual listed below attended the continuing education activity specified.

Victor Garcia-herreros
1968 Sebring Parkway,
Sebring, FL
License State:
License No.:

Event Title: 38th International Symposium on Child Abuse
Date: March 21, 2022 - March 24, 2022
Location: Virtual
Event Format: Live

Activity	Contact Hours	NBCC Credits
Adolescents and Today's Multi-Media World: A Practical Approach to Balancing Its Reality	1.50	1.50
Avoiding Vicarious Trauma and Burnout: Advice from Trauma Professionals	1.50	1.50
Digital Safety: What Breadcrumbs Are You Broadcasting?	1.00	0.00
Female Genital Mutilation/Cutting: Cultural Rite of Passage or Crime?	1.50	0.00
Interdisciplinary Cooperation Around Children and Youth with Problematic or Harmful Sexual Behavior	1.50	0.00
Minimizing Miscommunication with Who, What, Where, When, and How Questions in Child Interviews	1.50	1.50
New Approaches to Address Sexting and Other Types of Self-Produced Explicit Content	1.50	1.50
Preventing Child Sexual Abuse (CSA) in Youth-Serving Organizations (YSOs)	1.50	0.00
Self-Harm and Suicidal Ideations Disclosed in the Forensic Interview	1.50	0.00
Sextortion	1.50	0.00
Strategies to Nurture Hope During Adversity and Trauma, Part II	1.50	1.50
The People in Your Neighborhood: Working with Sexual and Gender Minority Youth Victims	1.50	1.50
Truths About Youth and Technology	1.50	1.50
You Can't go Forward Looking in the Rearview Mirror! How Victim Advocates Foster Routes to Recovery	1.50	0.00
Total	20.50	10.50

Chris Newlin, Executive Director
National Children's Advocacy Center
Virtual,

Karen Hangartner, Director of Professional Services
National Children's Advocacy Center
Virtual,

PROVIDER STATEMENTS:

Counseling:
National Children's Advocacy Center has been approved by NBCC as an Approved Continuing Education Provider, ACEP No. 6923. Programs that do not qualify for NBCC credit are clearly identified. National Children's Advocacy Center is solely responsible for all aspects of the programs.

Law Enforcement:
This training is eligible for continuing education credit from the Alabama Peace Officers' Standards and Training Commission (APOSTC).

Legal:
This course or a portion thereof has been approved by the Mandatory Continuing Legal Education Commission of Alabama for a maximum of 22.5 hours credit, including 0 hours of ethics.

Marriage & Family Therapy:
National Children's Advocacy Center has been approved by NBCC as an Approved Continuing Education Provider, ACEP No. 6923. Programs that do not qualify for NBCC credit are clearly identified. National Children's Advocacy Center is solely responsible for all aspects of the programs.

Social Work
This program is Approved by the National Association of Social Workers (Approval # 886746741-5794) for 22.5 continuing education contact hours.

Institute on Violence, Abuse and Trauma

Continuing Education Certificate

This is to Certify That

John Anthony

has attended

Helping Teens who Cut: Addressing Adolescent Self-Injurious Behavior

Webinar

Presented by Lesley A. Slavin, Ph.D., Chief Psychologist, MA, CA

The Institute on Violence, Abuse and Trauma (IVAT)

May 17, 2022

And Obtained 3 Hours of Continuing Education Credits

IVAT is approved by the American Psychological Association (APA) to sponsor continuing education for psychologists. IVAT maintains responsibility for this continuing education program and its content. The California Board of Behavioral Sciences (BBS) now accepts APA continuing education credit for license renewal for LCSWs, LMFTs, LPCCs, and LEPs. IVAT is approved by the California Board of Registered Nurses to offer continuing education fornurses (CEP #13737). IVAT is approved by the State Bar of California to offer Minimum Continuing Legal Education for attorneys (#11600). IVAT is approved by the California Consortium of Addiction Programs and Professionals (CCAPP) to sponsor continuing education for certified alcohol and drug abuse counselors (Provider #IS-03-499-0221). The training is approved for CE hours credit.

Carlen M Haag

Carlen Haag, MFS

Training and CE Coordinator
Institute on Violence, Abuse and Trauma
10065 Old Grove Road (858) 771-9568 FAX: (858) 527-1743
E-mail: carlenh@ivatcenters.org Website: www.ivatcenters.org

National Children's Advocacy Center

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VERIFICATION OF ATTENDANCE FOR CONTINUING EDUCATION CONTACT HOURS AWARDED

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John Anthony
1968 Sebring Parkway,
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License State:
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Activity	Contact Hours	NBCC Credits
Criminal Minds - Inside the Mind of a Pedophile	1.50	0.00
Female Genital Mutilation/Cutting: Cultural Rite of Passage or Crime?	1.50	0.00
Interdisciplinary Cooperation Around Children and Youth with Problematic or Harmful Sexual Behavior	1.50	0.00
New Approaches to Address Sexting and Other Types of Self-Produced Explicit Content	1.50	1.50
Not Just Skin Deep: Abusive Skin Injuries and Mimics	1.50	1.50
Self-Harm and Suicidal Ideations Disclosed in the Forensic Interview	1.50	0.00
Sextortion	1.50	0.00
There's No Perfect Interview! Preparing For Court Using Your Imperfect Interview	1.50	0.00
Total	12.00	3.00

Chris Newlin, Executive Director
National Children's Advocacy Center
Virtual,

Karen Hangartner, Director of Professional Services
National Children's Advocacy Center
Virtual,

PROVIDER STATEMENTS:

Counseling:
National Children's Advocacy Center has been approved by NBCC as an Approved Continuing Education Provider, ACEP No. 6923. Programs that do not qualify for NBCC credit are clearly identified. National Children's Advocacy Center is solely responsible for all aspects of the programs.

Law Enforcement:
This training is eligible for continuing education credit from the Alabama Peace Officers' Standards and Training Commission (APOSTC).

Legal:
This course or a portion thereof has been approved by the Mandatory Continuing Legal Education Commission of Alabama for a maximum of 22.5 hours credit, including 0 hours of ethics.

Marriage & Family Therapy:
National Children's Advocacy Center has been approved by NBCC as an Approved Continuing Education Provider, ACEP No. 6923. Programs that do not qualify for NBCC credit are clearly identified. National Children's Advocacy Center is solely responsible for all aspects of the programs.

Social Work
This program is Approved by the National Association of Social Workers (Approval # 886746741-5794) for 22.5 continuing education contact hours.

Certificate of Attendance

This is to Certify That

Mercedes McNew

has attended the

Helping Teens Who Cut: Addressing Adolescent Self-Injurious Behavior

Presented by: **Dr. Lesley Slavin, Ph.D.**
The Institute on Violence, Abuse and Trauma (IVAT)
May 16th, 2022

Sandi Capuano Morrison, MA
Chief Executive Officer
Institute on Violence, Abuse and Trauma
10065 Old Grove Road (858) 771-9568 FAX: (858) 527-1743
E-mail: sandicm@ivatcenters.org Website: www.ivatcenters.org

FLORIDA NETWORK
OF CHILDREN'S ADVOCACY CENTERS

Certificate of Attendance

This certificate certifies that

Mercedes McNew N03-465-2342

Participated in the educational activity titled

The Florida Network of Children's Advocacy Centers: Krimes Against Kids Conference 2022

In Lake Buena Vista, FL on July 18-20, 2022

And is awarded **13.5** continuing education credits.

Sarah Catalanotto

Sarah Catalanotto, MPH, CTTS Executive Director • Suwannee River AHEC

Suwannee River Area Health Education Center, Inc. is a Florida Board of Nursing, Occupational Therapy, Speech-Language Pathology & Audiology, Psychology, Clinical Social Work, Marriage and Family Therapy, and Mental Health Counseling approved provider of continuing education. CE Broker Provider ID #50-1922.

This program meets the requirements for up to **13.5** contact hours.

CE Broker Course Tracking Number: 20-923009



DO NOT SEND THIS CERTIFICATE TO YOUR FLORIDA BOARD. KEEP IT FOR YOUR RECORDS A MINIMUM OF FOUR (4) YEARS.

Powered by Qualtrics A



Certification of Completion

John Anthony

has successfully completed the Strand² Squared Solutions

45 hour Victim Advocacy Certification Course

March 3, 2021

"Every great dream begins with a dreamer. Always remember, you have within you the strength, the patience and the passion to reach for the stars to change the world."- Harriet Tubman.

Myra Strand

MYRA STRAND, MA, CA
Chief Servant Leader
Strand² Squared Solutions

Strand² Squared Solutions
A Paradigm Shift





Certification of Completion

Mercedes McNew

has successfully completed the Strand² Squared

45 hour Victim Advocacy Certification Course

Dec. 30, 2020

Myra Strand

MYRA STRAND, MA, CA
Chief Servant Leader
Strand² Squared

"Every great dream begins with a dreamer. Always remember, you have within you the strength, the patience and the passion to reach for the stars to change the world."
- Harriet Tubman.

National Children's Advocacy Center

CERTIFICATE *of* COMPLETION

THIS ACKNOWLEDGES THAT

Victor Garcia-Herreros

HAS SUCCESSFULLY COMPLETED THE ONLINE TRAINING

Victim Advocacy Training- October 2020- Curriculum

24 TOTAL HOURS

OCTOBER 26 - 29, 2020

x

Chris Newlin, Executive Director
National Children's Advocacy Center
Huntsville, Alabama

x

Pamela D. Jones, Training Director
National Children's Advocacy Center
Huntsville, Alabama

Office of the Attorney General

Florida Crime Prevention Training Institute

Hereby awards this certificate of recognition to

Terry L. Leaphart

as evidence of the successful completion of the course

Victims Services Practitioner Designation

In witness thereof, this diploma has been issued by the Attorney General upon recommendation of the faculty on this 25th Day of February, 2022.

40 Hours

Ashley Moody

ASHLEY MOODY
Attorney General
State of Florida

CHILDREN'S ADVOCACY CENTER OF HIGHLANDS COUNTY

PROTOCOLS

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
CHILDREN'S ADVOCACY CENTER
1968 Sebring Pkwy, Sebring, Florida 33870
P (863) 402-6845 F (863) 402-6869
www.highlandsfl.gov

TABLE OF CONTENTS

MULTIDISIPINARY TEAM PROTOCOL FOR INVESTIGATION	PAGES 2-16
REFERAL AND INTAKE POLICIES AND PROCEDURES	PAGES 17-20
FORENSIC INTERVIEW PROTOCOL	PAGES 21-27
VICTIM SUPPORT AND ADVOCACY PROTOCOL	PAGES 28-31
MEDICAL EVALUATION PROTOCOL	PAGES 32-36
MENTAL HEALTH PROTOCOL	PAGES 37-39
CASE REVIEW PROTOCOL	PAGES 40-43
CASE TRACKING PROTOCOL	PAGES 44-45
CHILD FOCUSED SETTING AND FACILITY POLICIES	PAGES 46-49
INFORMATION AND CONFIDENTIALITY POLICIES AND PROCEDURES	PAGE 50
CONFLICT OF INTEREST DISCLOSURE AND CONFIDENTIALITY AGREEMENT	PAGES 51-52

CHILDREN'S ADVOCACY CENTER OF HIGHLANDS COUNTY

MULTIDISCIPLINARY TEAM PROTOCOL FOR INVESTIGATIONS

PURPOSE AND FUNCTION

The following information details the role and responsibilities of the Children's Advocacy Center as a Multi-Disciplinary Team approach to the investigation, treatment, prosecution and prevention of child abuse and neglect in Highlands County Florida.

A. The Children's Advocacy Center of Highlands County (CAC) is part of a collaboration of agencies in Highlands County concerned with the investigation, prosecution, and resolution of child abuse and neglect. These cases include but are not limited to:

- Serious Physical Injury cases including but not limited to unexplained or suspicious bruises, burns and fractures involving a child less than 18 years of age.
- Sexual abuse of a child; whether by allegation of vaginal, anal or oral penetration or by some other allegation of sexual contact including exposure, grooming, production of pornographic material, and sexually transmitted infections.
- Reported Human Trafficking cases involving a child under the age of 18 as either the victim or as a family member of a victim.
- Any family in which a child has died as a result of suspected abuse or neglect when a sibling or other child remains in the home.

See Referral and Intake Protocol, which details case eligibility for full CAC services and procedures.

B. The CAC and all partner agencies shall ensure client confidentiality is maintained pursuant to Florida Statute and in consideration of all children and families involved with the investigative services of the agency. The extent that disclosures are required to be made shall be in accordance with Florida Statutes, Federal Statutes, and the Children's Advocacy Center of Highlands County Information Sharing and Confidentiality Policy and Procedure.

C. The CAC and all partner agencies will ensure that services are provided to each victim and family in a manner that is culturally sensitive and competent. Interpretation services will be offered throughout the investigation of allegations of abuse and neglect to all families whose primary language is not English and those who are deaf or hard of hearing. Additionally, the MDT will work to provide culturally appropriate services, and will not discriminate on the basis of ethnicity or race, gender identity, sexual orientation, physical capability, age or generational issues, spiritual or religious beliefs and practices, and/or regional perspectives on language. The CAC will also facilitate agency cross training through the Multi-Disciplinary Case Review and during monthly Town Hall Meetings on the topic of cultural diversity and competency. See the Cultural Competency Plan.

D. As a CAC member agency, each agency head has reviewed the Protocol, Policies and Procedures, Application Attachments and NCA Standards and has signed the Interagency Agreement to establish the following minimum requirements. This agreement does not change any statutorily mandated responsibilities or internal operating procedures.

LAW ENFORCEMENT RESPONSIBILITIES

PATROL OFFICER COMPONENT

When Law Enforcement receives any child abuse or neglect allegation involving a victim under the age of 18, standard protocol should include:

1. Assessing the need for immediate medical attention:
    a. If a child is in need of immediate medical attention:
        i. Request Emergency Medical Services (EMS) if transport is required.
        ii. Contact SVU during regular business hours. After 4:30pm, contact the on-call investigation supervisor to coordinate with the Child Protection Team to assist in treatment and forensic medical examination.

2. Referral to the Florida Abuse Hotline if not already responding to the call at the request of the Department of Children and Families.

While assessing the case for probable cause and the ability to make an arrest or initiate a report for follow up, the Law Enforcement Patrol Officer will assist the Department of Children and Families Investigator by:

1. Providing support while a determination regarding child safety is made.

2. In the event there is need for an immediate removal, preliminary background information shall be provided for non-custodial adult relatives.

SPECIAL VICTIMS UNIT COMPONENT (DETECTIVES & VICTIM ADVOCATES)

When a case has been referred to the Special Victims Unit for additional investigation, the SVU per agency policy and procedure shall:

1. Provide thorough and consistent investigations of criminal acts against or involving children.

2. Refer cases as defined by the Referral and Intake Protocol to the CAC Family Advocate or CAC Manager to initiate the MDT response to ensure:
    a. Forensic interview and medical examinations take place in a child-focused environment;
    b. Investigation does not cause additional, and unnecessary, trauma for the child victim or their family;
    c. Provide all available and necessary services in collaboration with the HCSO Victim Advocates, CAC Family Advocates, and the Department of Children and Families;
    d. Appropriate consideration is given to all factors of a case by the Multi-Disciplinary Team; and

e. On-going review of the cases as necessary to improve prosecution of offenders against children.

3. Provide a complete packet including evidence to the State Attorney's Office at the conclusion of the investigation.

4. Provide police report and final report to the HCSO Victim Advocates and/or CAC Advocates for Victims of Crime Compensation information, follow-up and case management services.

5. Ensure a Victim Advocate is available 24-7 to respond to all cases involving a minor child victim in compliance with HCSO protocol.
    a. HCSO VA to work in tangent with the CAC Family Advocate, at the start of the MDT response, to ensure all components of advocacy are met and that child victims and their non-offending caregivers' needs are met. *Please refer to the Victim Support and Advocacy Protocol.*

LAW ENFORCEMENT AGENCY COMPONENT

Law Enforcement agencies of Highlands County agree to:

1. Establish and maintain internal policies and points of contact for the provision of information related to local records checks for any CAC member agency in a timely manner.

2. Attend Multi-Disciplinary Team Case Review meetings minimally when the MDT will be reviewing a criminal case within your jurisdiction. When attending the Case Review, information shall be shared to promote reduction of trauma, prosecution and accurate case tracking. (Refer to the CAC Case Tracking Standard and Procedure.)

3. Attend cross training provided to the Multi-Disciplinary Team by the CAC and will partner to make recommendations and assist in establishing additional training based on needs identified in Case Reviews or through the MDT Advisory Board.

DEPARTMENT OF CHILDREN AND FAMILIES RESPONSIBILITIES

CHILD PROTECTIVE INVESTIGATOR COMPONENT

The Department of Children and Families Child Protective Investigators (CPI) investigate reports of child abuse, neglect and/or abandonment involving victims under the age of 18 when the person responsible is a parent, household member, or another person considered to be the caretaker of the child, i.e.: institutional investigations involving a teacher or placement for services, etc. Additionally, the Department responds when there are allegations of child on child sexual abuse and parent in need of assistance referrals. The Child Protective Investigators will respond to these reports as defined by agency protocol and procedure, and agrees to additionally:

1. Consult with the Law Enforcement agency who maintains jurisdiction to determine the interview and investigative strategy for those cases meeting the criteria for a joint response.

2. Refer all cases to the Child Protection Team (CPT) at the CAC immediately according to Subsection 39.303 (4), Florida Statutes which specifies the types of cases that much be referred by the CPIs to the CPT for assessment. Mandatory referral cases include allegations of:
    - Injuries to the head, bruises to the neck or head, burns or fractures in a child of any age.
    - Bruises anywhere on a child five years of age or younger.
    - Any report of sexual abuse of a child.
    - Sexually transmitted infections in a prepubescent child.
    - Reported malnutrition of a child and failure to thrive of a child.
    - Reported medical neglect of a child.
    - Any family in which one or more children have been pronounced dead on arrival at a hospital or other health care facility, or have been injured and later died as a result of suspected abuse, abandonment, or neglect when any sibling or other child remains in the home.
    - Symptoms of serious emotional problems in a child when emotional or other abuse, abandonment or neglect is suspected.

    a. Exceptions to the mandatory referral criteria included are specified in 39.303 (6) F.S. A face to face medical evaluation by a CPT is not necessary when:
        1. The child was examined by a physician who is not a member of the CPT, and a consultation between the CPT medical director and the examining physician concluded that further medical evaluation was unnecessary.
        2. The CPI, with supervisory approval, determined after conducting a child safety assessment that there were no indications of injuries meeting the criteria in paragraphs (4) (a)-(h).
        3. The CPT board-certified pediatrician determined that a medical evaluation was not required.

    b. Notwithstanding the above, a CPT pediatrician may determine that a face to face medical evaluation is necessary. Exceptions to the criteria for mandatory referral for medical evaluation do not preclude the acceptance of a referral if other assessment services offered by the team are appropriate.

3. Following the referral or exception, CPI will also notify the CAC Case Coordinator of cases meeting the CAC Case Criteria of the CPT services being provided and date of appointment, or exception and date excepted from CPT services (See Referral and Intake Protocol).

4. For those cases requiring CPT services, the CPI will participate in CAC MDT Case Staffing and Case Review meetings on a regular basis, as defined by needs in the community with consideration to the number of cases meeting the CAC Case Criteria. When attending the staffing, information shall be shared to promote reduction of trauma, prosecution and accurate case tracking. (Refer to the CAC Case Tracking Standard and Procedure.)

5. The DCF CPI will request that CPT coordinate and schedule CPT assessments with the child victims at the CAC when possible and practical to do so, and will refer to CAC Family Advocate for services for all children meeting criteria for services (See Referral and Intake Protocol).

6. The DCF CPI will apply sound principles of investigation and interviewing to ensure the information gathered is not contaminated and agrees to share information with the other members of the MDT to promote victim services and prosecution when applicable (See Referral and Intake Protocol).

DEPARTMENT OF CHILDREN AND FAMILIES AGENCY COMPONENT

1. Establish and maintain internal policies and points of contact for the provision of information related to local records checks for any CAC member agency in a timely manner.

2. DCF will provide LE (initial responding agency and/or investigative agency) notice of case closure by mail or email. Additional records can be requested by the LE agency following closure.

3. DCF will participate in cross training provided to the Multi-Disciplinary Team by the CAC and will partner to make recommendations and assist in establishing additional training based on needs identified in Staffing/Review process.

CHILDREN'S HOME SOCIETY CHILD PROTECTION TEAM RESPONSIBILITIES

CASE COORDINATOR COMPONENT

1. The Children's Home Society Child Protection Team (CPT) will provide forensic and specialized interview services (See the Forensic Interview Protocol).

2. The CPT Case Coordinator (forensic interviewer) will only utilize approved forensic interview aids. Approved forensic interview aids will be maintained and an updated list shall be attached to this protocol, and provided by the CPT Program Director.

3. The CPT will provide appropriate documentation and expert court testimony.

4. The CPT Case Coordinator (forensic interviewer) will confer with law enforcement (or Department of Children and Families if primarily assigned to investigation) as to what action is to be taken, what services are to be coordinated or offered, and what assistance will be necessary to request from CPT at the CAC.

5. The CPT Case Coordinator will ensure notification and coordination of services including medical exams, and interviews with Department of Children and Families Child Protective Investigator, and or law enforcement, State Attorney's Office, CAC Case Coordinator, Dependency Case Manager, or their CPT supervisor as required.

6. The CPT will coordinate MDT Staffing's requested by any agency investigating an abuse or neglect case to include CAC Case Coordinator. When attending the staffing, information shall be shared to promote reduction of trauma, prosecution and accurate case tracking. (Refer to the CAC Case Tracking Standard and Procedure.)

7. The CPT Case Coordinator will coordinate any follow-up services with law enforcement, the DCF Child Protective Investigator and the State Attorney's Office.

8. The CPT will document in a final closure report findings and recommendations from all services provided to the DCF CPI, Law Enforcement, and the CAC.

9. The CPT will provide comprehensive risk assessments and service recommendations.

10. The CPT will participate in CAC Case Review, and provide information to support case tracking at Children's Advocacy Center.

MEDICAL COMPONENT

1. The CPT medical provider will provide forensic medical examinations and diagnostic testing in all cases where the assessment of injury or harm is needed.

2. The CPT medical provider will provide medical consultations for all allegations of medical neglect. Their consultations will include a review of medical records, as well as interviews and medical examinations when requested by the CPT medical provider.

3. The CPT medical provider will generate a final report rendering an opinion where allegations of child abuse and neglect are not verified. If additional information is needed to formulate an opinion, additional information will be requested.

4. The CPT medical provider will participate in the CAC Case Review meetings on a regular basis, as defined by needs in the community with consideration to the number of cases meeting the CAC Case Criteria. When attending the staffing, information shall be shared to promote reduction of trauma, prosecution and accurate case tracking. (Refer to the CAC Case Review Protocol)

5. The CPT medical provider will provide expert witness testimony in dependency and criminal proceedings as requested.

6. The CPT medical provider and Director will support the CAC of Highlands County in acquiring medical services to be provided in Highlands County by providing training and supervision to an adequately qualified and trained physician, as well as support through the approval process of becoming a CPT network provider if all requirements outlined by CPT can be met.

After hours on-call medical services are available for joint responses to the Highlands County CAC by the investigative entities, the Case Coordinator on-call and the CPT network provider. After hours on-call medical services are also available for joint responses to the CPT in Bartow, Florida if circumstances dictate. After hours on-call medical services are also available to provide acute sexual assault examinations, to include the collection of forensic evidence as well as testing for sexually transmissible infections and pregnancy with a priority on the services being provided to the victim in the county maintaining jurisdiction.

CHILDREN'S HOME SOCIETY CHILD PROTECTION TEAM AGENCY COMPONENT

1. The CPT will participate in cross training provided to the Multi-Disciplinary Team by the CAC and will partner to make recommendations and assist in establishing additional training based on needs identified in the Staffing/Review process.

2. The Child Protection Team will provide joint responses at area hospitals with Law Enforcement, Protective Investigators and Child Advocates on suspected, acute physical and sexual abuse cases.

3. The Child Protection Team will provide psycho-social evaluations as requested.

4. The Child Protection Team will refer all cases meeting the CAC Case Criteria to the CAC Case Coordinator and will coordinate appointments with the CAC Family Advocate as a protective measure and as part of the service provision at the CAC.

STATE ATTORNEY'S OFFICE RESPONSIBILITIES

STATE ATTORNEY COMPONENT

1. The State Attorney's Office will provide an on-call list of attorneys to each Law Enforcement agency to consult or respond when needed throughout the investigative process, and will establish the means to make available via internal policy requirements.

2. The State Attorney's Office will provide follow up victim advocate services to include:
    a. Assignment of Victim Advocate and Assistant State Attorney to coordinate the investigation and prosecution.
    b. Intake interview with assigned Victim Advocate, Assistance State Attorney, victim and family to discuss case, establish rapport and determine which charges may be pursued.
    c. Victim guidance and information regarding the legal process.
    d. Notification of hearings.
    e. Assistance with Victims of Crime compensation.
    f. Additional victim services on an as-needed basis.

3. The State Attorney's Office will maintain communication with the victim, family and investigative agencies to inform about the case and facilitate a successful prosecution.

4. The State Attorney's Office will participate in Case Review meetings on a regular basis, as defined by needs in the community with consideration to the number of cases meeting the CAC Case Criteria. When attending the staffing, information shall be shared to promote reduction of trauma, prosecution and accurate case tracking. (Refer to the CAC Case Tracking Standard and Procedure.)

5. The State Attorney's Office will participate in cross training provided to the Multi-Disciplinary Team by the CAC and will partner to make recommendations and assist in establishing additional training based on needs identified in Staffing/Review process.

CHILDREN'S ADVOCACY CENTER RESPONSIBILITIES

CHILDREN'S ADVOCACY CENTER FAMILY ADVOCATE COMPONENT

Victim support and advocacy services will be provided by the CAC through the CAC Family Advocate. Services will include but are not limited to:

1. Crisis intervention, assessment and voluntary support to cases that present at the CAC for forensic interview or medical exams, and cases that are referred directly by local law enforcement agencies or child protective services related to allegations of child abuse, abandonment or neglect. Services may also be offered to the community for residents who are dealing with child abuse.

2. Victims of Crime Compensation Assistance.

3. Information and referrals to community agencies that best meet the needs of the family. These may include but are not limited to: therapy, pregnancy support, outreach services, support groups, parenting classes, domestic violence information and substance abuse information and services.

The CAC will ensure the Family Advocates are trained to respond to victims and families in crisis and will be available to the investigative entities and to the family throughout the investigation. This includes:

1. The CAC Family Advocate will notify the MDT of the cases that have been assigned on a weekly basis or per request.

2. The CAC Family Advocate will provide any information relating to direct or indirect services or the status of the case per request of any MDT member.

3. The CAC Family Advocate will be available to provide services and education during all of the forensic interviews, specialized interviews and medical examinations performed by the CPT as part of a joint response.

4. The CAC Family Advocate will work to address all physical and emotional needs of the primary and secondary victims of trauma, and will additionally provide educational information to families regarding abuse, effects of abuse, and prevention of re-abuse.

5. The CAC Family Advocate will work with the family and victim to prepare for what they may expect in the future from the investigation and prosecution process in an effort to reduce stress and re-victimization.

6. The CAC Family Advocate will participate in all Children's Advocacy Center and Child Protection Team Multi-Disciplinary Staffing's and Case Reviews.

CHILDREN'S ADVOCACY CENTER COMPONENT

1. Children's Advocacy Center of Highlands County will maintain the "CAC" facility in a manner that is physically safe and childproof for children of all ages. The design of the facility will be structured to provide complete separation of victims and alleged sexual offenders to the maximum extent possible.

2. CAC will provide a child-focused environment to conduct interviews with videotaping and monitoring capabilities.

3. CAC will provide a child-focused environment to conduct sexual and physical abuse exams.

4. CAC will provide a child-focused environment for abuse / trauma therapy for children.

5. CAC will maintain written agreements, protocols, and/or guidelines signed by authorized representatives of all team components.

6. CAC will continue to meet the Florida Network of CAC's organizational capacity requirements to develop funding and ensure the continuation and growth of the program and its services.

7. CAC will ensure the staffing of the facility to meet the needs of the programs.

8. CAC will provide written confidentiality policies and procedures for the Multi-Disciplinary Team that insures client privacy but allows the sharing and disclosure of relevant information consistent with legal, ethical, and professional standards of practice.

9. CAC will provide cross training and technical assistance to collaborating agencies and the community.

10. CAC will provide access to observe the forensic interviews which are conducted within the facility by those authorized to do so.

11. Children's Advocacy Center's Manager will serve as the MDT Coordinator and will facilitate monthly Multi-Disciplinary team case reviews. The CAC Advocates may also participate in the Heartland for Children Early Services Intervention (ESI) and Family Services Team staffing's for those cases in which they are providing services to the family and/or the child.

12. CAC will provide a mechanism to track and retrieve case information routinely while the case is pending in the child protective and criminal justice system.

CASE TRACKING COMPONENT

1. Information collected within the case tracking system on clients referred to the CAC and/or programs affiliated with the CAC:
    a. Demographics
    b. Allegations
    c. History
    d. Offender

e. Medical exams including consults and follow up exams
f. Interviews
g. Child Advocate documentation and services referred
h. Mental Health Program Therapy Sessions
i. Child Protection Team Services
j. All member agencies initial and closure status of cases

2. The data is used to provide all member agencies with an accurate history of a case through all the components of the abuse process.

3. Data is collected to better serve clients and for research and analysis of case movement through the system.

4. All member agencies will provide initial, updates, and closure information upon the request of CAC staff.

5. CAC staff cleared to have access to the database will complete input of information.

6. All data collected will be maintained in a secure database that is password protected.

7. CAC will maintain the security of the database.

8. Partner agencies will be provided information from the database upon request.

MULTI-DISCIPLINARY TEAM CASE REVIEW COMPONENT

1. The CAC will facilitate Multi-Disciplinary Team Case Review the fourth Tuesday of each month at a minimum, and the second Tuesday of the month as needed based on other agency requirements. The Case Review will include the following agencies:
    a. Law Enforcement
    b. Child protective services
    c. Family Advocates & Victim Advocates
    d. Child Protection Team (forensic interview and medical provider as necessary)
    e. Mental health
    f. State Attorney's Office
    g. Children's Advocacy Center Staff

Other agencies who may be invited to participate in case review include, but are not limited to:

a. Children's Legal Services
b. One Hope United
c. Guardian Ad Litem
d. Highlands County School Board
e. Heartland for Children
f. Direct service providers
g. Other Victim Service Providers
h. Department of Juvenile Justice

2. Cases referred for the MDT Case Review will include at a minimum, cases involving serious physical injury and sexual abuse where there have been some indicators of the allegations as discussed during a CAC Intake Staffing or during service provision by a member of the MDT.

3. Any MDT member can add additional cases to the Case Review agenda as needed by submitting a "Case Review Request" Form or by e-mailing CAC Staff.

4. The agenda will be sent out via email and calendar invite prior to the staffing with case numbers from CAC Carenet, LE, DCF, and SAO. If e-mail correspondence is to be sent with victim names, the documents will be password protected. Coordination and organization of the meetings is the responsibility of the CAC Case Coordinator.

5. Case Review meetings will be held at the CAC and provisions for participation will be made on a regular basis, however first-person appearance is the preferred method when feasible.

6. All core MDT members and persons with first party information will be expected to have representation at the MDT Case Review with information to share.

7. A summary of the MDT Case Review will be kept by the CAC and made available to MDT members upon request.

8. Follow-up MDT Case Reviews can be recommended by MDT members.

TRAINING COMPONENT

The CAC is committed to providing ongoing training and education for all disciplines of the MDT. The CAC Large Conference Room will be available for core disciplines to perform trainings as needed. Town Hall meetings will be conducted quarterly, and MDT members will be invited to present or make suggestions as to presentation that would benefit the team. Additionally, the CAC will share with MDT partners via email any training opportunities that would be beneficial to the team. When available, the CAC will also recommend members of the team to attend trainings such as the Krimes Against Kids Conference, Child Abuse Summit, etc with the permission of their agency heads and will seek funding to support team development opportunities.

The CAC will coordinate with the MDT to provide training and education regarding current trends in Child Abuse & Neglect to all MDT partners and the community at large.

MENTAL HEALTH COMPONENT

The Children's Advocacy Center agrees to provide mental health services to child abuse victims either through direct staff or via linkage agreements. All mental health providers will have clinical supervision in addition to supervision relevant to employment. All mental health providers treating child victims will have training in a Trauma-Focused Cognitive Behavioral Therapy or EMDR certification program and will participate in on going trainings. In addition, the direct provider will be required to attend Case Review Staffing's in order to contribute to the quality of the investigations.

MENTAL HEALTH COMPONENT RESPONSIBILITIES

CHILDREN'S HOME SOCIETY MENTAL HEALTH COMPONENT

Children's Home Society (CHS), a non-profit organization, via Mental Health Consulting Services Agreement agrees to:

1. Provide TF-CBT or other appropriate evidence-based mental health treatment, based on referrals from the CAC on the CAC premises

2. Provide the CAC Manager with written monthly updates specifying the number of direct services provided by CHS Therapist.

3. CHS agrees to ensure all providers performing therapy services via CAC referral meet the minimum training requirements of the CAC and will provide on-going training and certification as required by the NCA Standards.

4. CHS will share information regarding clients with the CAC for the purposes of case tracking and reporting and will ensure clients have the appropriate release of information on file designating the CAC with the ability to receive and give information to support appropriate service provision and investigation.

5. CHS Therapist assigned to the Highlands County CAC agrees to participate in Case Review Staffing's to represent both the clinical and mental health disciplines, but also to share client specific information when necessary to support the investigation, prosecution, and recommendations of the MDT.

PEACE RIVER CENTER MENTAL HEALTH COMPONENT

1. Peace River Center agrees to provide Licensed Mental Health Counselors to provide services for CAC clients.

2. Peace River Center agrees to ensure all providers performing therapy services via CAC referral meet the minimum training requirements of the CAC and will provide on-going training and certification as required by the NCA Standards.

3. Peace River Center will share information regarding clients with the CAC for the purposes of case tracking and reporting and will ensure clients have the appropriate release of information on file designating the CAC with the ability to receive and give information to support appropriate service provision and investigation.

4. Peace River Center agrees to participate in Case Review Staffing's to represent both the clinical and mental health disciplines, but also to share client specific information when necessary to support the investigation, prosecution, and recommendations of the MDT.

5. Peace River Center Clinical Director will assist the CAC by providing clinical supervision of the mental health provider on staff, as available.

PEACE RIVER CASE MANAGEMENT COMPONENT

1. Peace River Center will provide Case Management and Targeted Case Management as needed for MDT clients.

2. Peace River Center will share information regarding clients with the CAC for the purposes of case tracking and reporting and will ensure clients have the appropriate release of information on file designating the CAC with the ability to receive and give information to support appropriate service provision and investigation.

3. Peace River Center Case Management and Targeted Case Management Providers agree to participate in Case Review Staffing's to share information to support the investigation, prosecution and recommendations of the MDT.

PEACE RIVER VICTIM SERVICES COMPONENT

1. Peace River Center 's Victim Services Department will work with the MDT and provide service to clients as needed or requested by the team.

2. Peace River Center will share information regarding clients with the CAC for the purposes of case tracking and reporting and will ensure clients have the appropriate release of information on file designating the CAC with the ability to receive and give information to support appropriate service provision and investigation.

3. Peace River Center Victim Services Providers agree to participate, as needed, in Case Review Staffing's to share information to support the investigation, prosecution and recommendations of the MDT.

HEARTLAND FOR CHILDREN RESPONSIBILITIES

CHILD-BASED CARE AGENCY COMPONENT

Heartland for Children has been established as the lead agency by the Department of Children and Families for the provision of services to abused, neglected or abandoned children in Highlands County as part of a larger service area. In that role, Heartland for Children and its contracted providers are responsible for the full array of child protective services for those children referred from the DCF Child Protective Investigations. Heartland for children is responsible for:

1. Assessing the family to clarify the issues that brought the family into the dependency system.

2. Developing, coordinating and monitoring case plans that will achieve permanency for the child(ren).

3. Providing out of home placement for child victims if necessary.

4. Providing adoption services if determined to be appropriate in the case plan.

5. Monitoring the child(ren)'s well-being while in the care of the system.

Additionally, Heartland for Children agrees to:

1. Participate in both Child Advocacy Center and Child Protection Team Multi-Disciplinary Staffing's and Case Reviews.

2. Ensure information relevant to an open investigation is shared timely with the investigator and/or case manager assigned.

3. Ensure that Children's Advocacy Center advocates are invited to Early Services Intervention Staffing's and Family Team Meetings.

4. Ensure that information relevant to an open investigation is shared with the Children's Advocacy Center advocates.

GUARDIAN AD LITEM RESPONSIBILITIES

GUARDIAN AD LITEM AGENCY COMPONENT

Highlands County Guardian Ad Litem Program (GAL) is part of the statewide Guardian Ad Litem Program and serves the 10th Judicial Circuit. The program is appointed at the shelter hearing or earliest possible hearing for non-shelter cases, GAL staff represent the child in any child abuse, abandonment or neglect judicial proceeding. The mission of the GAL is to advocate for the child's best interest and functions as a model with staff including Best Interest Attorney, Child Advocate Coordinator and Volunteer Advocate. The GAL is responsible for visiting with the child to build a relationship and gather information, gather and assess information related to compliance with the case plan, provide court advocacy through written documents and testimony, and provide Best Interest Advocacy at critical decision points regarding placement, permanency, medical care, education, mental and behavioral health, adoption, and independent living. The GAL agrees to:

1. Collaborate and share information with the CPI's, CPT, and the Children's Advocacy Center Advocates.
2. Participate in Children's Advocacy Center and Child Protection Team Multi-Disciplinary Staffing's and Case Reviews.
3. Provide contact information to the Children's Advocacy Center Advocates and the Mental Health providers to enhance information sharing with all parties.

SCHOOL DISTRICT OF HIGHLANDS COUNTY RESPONSIBILITIES

SCHOOL DISTRICT COMPONENT

The School District of Highlands County recognizes the Children's Advocacy Center and acknowledges the center's role in serving Highlands County children identified as being victims of child abuse. The School District pledges to support the CAC in its activities as the designated Child Protection Team pursuant to §39.303 Florida Statute. The School District through the Superintendent of Schools and its administrative and

instructional staff will cooperate with the CAC and other agencies involved in the investigation of child abuse and related services.

The School District assures continued training for employees regarding their obligation to report suspected child abuse to the Command Center (1-800-962-2873) and law enforcement as appropriate. Additionally, the School District will ensure employees participate in child abuse training.

The School District designates the District Superintendent or designee as the official point of contact with the CAC, as a representative on the CAC Advisory Board and to the MDT.

CHAMPION FOR CHILDREN FOUNDATION

PREVENTION & EARLY INTERVENTION SERVICES

The Champion for Children Foundation of Highlands County, Inc. (CCF), is a 501(c)3 nonprofit organization with the mission to provide child abuse and neglect prevention programs, and early-intervention services, to children and families in Highlands County. CCF partners and supports the MDT through:

1. Providing prevention classes, at no cost to individuals, to anyone interested in strengthening themselves and their families.

2. Its established programs that promote safe & nurturing family environments and address the needs surrounding situations such as: domestic violence, prior traumas, & medical needs.

3. Accepting referrals for financial assistance for the needs of child victims and their non-offending caregivers pending availability of funds and client eligibility.

4. Hosting training opportunities at the Circle Theater.

CHILDREN'S ADVOCACY CENTER OF HIGHLANDS COUNTY

REFERRAL AND INTAKE POLICIES AND PROCEDURES

INITIAL ABUSE REPORT PROCESS

Suspected child abuse shall be referred to the Florida Abuse Command Center by calling 1-800-962-2873 (1-800-96ABUSE) and/or the law enforcement agency having jurisdiction. Any information related to, or disclosure of, abuse at the Children's Advocacy Center of Highlands County will be reported immediately to the Florida Abuse Hotline. At no time will the Children's Advocacy Center's staff state that they will assume responsibility for investigating any allegation.

CASE ACCEPTANCE CRITERIA

The initiation of the CAC/Multi-Disciplinary Team (MDT) response to an allegation of child abuse and neglect is based on factors including, but not limited to:

1) Age of the alleged victim
2) Alleged Maltreatment
3) Disclosure/Pre-Screening Results
4) Law Enforcement or Department of Children & Families referral

The Forensic Interview service provided at the CAC will be requested by DCF and/or LE & deemed necessary by the Child Protective Team, CHS Case Coordinator/Forensic Interviewer, or CAC Forensic Interviewer pursuant on the information gathered by DCF or LE officials after a screening & safety check and in accordance with Chapter 39 Florida Statute.

SCREENING PROCEDURE

A screening is a limited, information-gathering process intended to facilitate investigation. Ideally, all screenings will be conducted by Law Enforcement or a Child Protective Investigator. The screening process should be conducted with consideration of child safety, accuracy of intake report, the child's developmental history, prior abuse and neglect history, and potential investigative strategies. Cases that have been screened provide investigators with more reliable information with which to plan their investigative activities.

CHILD SAFETY

The primary function of case screening (or initial case response) by the Child Protective Investigator or Law Enforcement is to ensure the immediate safety of the child. Safety concerns often dictate the timing of the interview. If the suspect/AP is in current contact with the child, the child remains at risk until an investigation begins and therefore an immediate response would be provided by the appropriate MDT partner. Conversely, if the suspect/AP is not currently in contact with the child victim they may not be deemed 'at risk' and therefore CAC Referral will be made with priority assigned. Other child safety concerns include the

emotional state of the child or caretakers, pressure to recant, child and family fears of retaliation, and where the child has:

a) Displayed new sexual behaviors of knowledge
b) Resided in a home where sexual abuse is known or suspected
c) Ever been in the care of a registered or known sexual offender
d) Displayed difficulty in walking or sitting
e) Had torn, stained or bloody underwear
f) Been exposed to pornography
g) Been pregnant or had an STI
h) Experienced genital pain, inching or bleeding
i) Suffered a serious injury
j) Has a history of unexplained injuries

REFERRALS- AGENCY SPECIFIC GUIDELINES

All referrals for services to the CAC should be submitted utilizing the CAC Services Referral Form and be submitted via e-mail (hand delivery is acceptable) to the CAC Manager or CAC Family Advocate. Listed below is the minimum criteria by which the investigative agencies will refer to the CAC/MDT. Should DCF, LE, or the SAO wish to refer child-victims outside of this criterion they may do so by submitting a referral. The CAC Manager will evaluate each case and determine if the MDT has the resources to accept the case and will let partners know within a 7-day period. Priority will be given to substantial or extreme cases of child abuse.

DEPARTMENT OF CHILDREN AND FAMILIES – CHILD PROTECTIVE INVESTIGATORS

1) Child sexual abuse allegations by a caregiver where the child victim is between the ages of 4-16.

2) Child sexual abuse allegation where child victim or non-offending caregiver has disclosed/indicated abuse at the DCF Pre-Screening/Safety Check

3) Any allegation associated with sexual abuse referred to CPT in accordance with Chapter 39 of Florida Law.

LAW ENFORCEMENT

1) All sexual abuse cases rising to the level of arrest or investigation due to information gathered through a pre-screening/safety check where the child victim is between the ages of 4-16.

2) All child on child sexual abuse allegations where either participant is under 16 years old & has risen to the level of arrest or investigation due to information gathered through a pre-screening/safety check.

FOLLOWING THE REFERRAL:

Information in the following sections will be gathered and shared with the Child Protection Team and CAC Manager in order for an assessment for services to be made. It is imperative that the information received following the referral is gathered in a timely manner and in accordance with agency standards and with

respect to Florida Statute. The timely and accurate information sharing for intake and assessment creates the most opportunity for the children who qualify for these evidence-based services to receive them, and in turn provides the most qualitative information to the whole Multi-Disciplinary Team. All members understand the importance of the availability of these services and uphold best practices in order to reduce the number of interviews with the child and the trauma experienced by both the child and family members related to an allegation.

INTAKE ACCURACY

The investigator assigned should try to verify the preliminary report by reviewing the information with the person to whom the child disclosed or the person who reported the offense. The investigator should verify:

a) Name(s) of suspect(s), if known
b) Age(s) of suspect(s), if known
c) Site of abuse to establish jurisdiction
d) Nature of the allegation(s)
e) Relationship between the child(ren) and the suspect(s)
f) History of prior interviews
g) Current location of the child(ren) and suspect(s)
h) Documentation of any cultural or language considerations so that barriers can be reduced appropriately

This information is crucial in determining the appropriate agency response and is dependent on the nature of the allegations and determined on a case by case basis. All appropriate agencies must be notified of the intake information verified during commencement to formulate the immediate investigative plan.

CHILD DEVELOPMENTAL HISTORY

Child developmental history shall be assessed during the initial screening process. This information can be elicited from either a non-offending caregiver, or other person familiar with the child, and will assist in the team's determination of how and when the child should be interviewed. The forensic interviewer actively seeks information regarding the developmental history from the referring agencies and assesses the following considerations:

a) Language capabilities, including the need for interpretation services
b) Medical needs (medications, hospitalizations, etc.)
c) Accessibility (wheelchair access, other accommodations)
d) Mental health history
e) Behavioral history

FOLLOWING INITIAL INFORMATION GATHERING:

A referral to the Child Protection Team and CAC with all the above information (to the best of the investigators ability) will be completed in compliance with agency protocols. If the case meets criteria, notification of any services scheduled will be shared with all investigative entities by the Child Protection Team Case Coordinator or CAC Manager, depending on case-specific needs. All new client referrals will be assigned a Victim Advocate; therefore, the availability of the advocate will be taken into consideration when

scheduling initial appointments. The CAC Manager will provide the advocate's information to the CPT Case Coordinator, LE, and CPI within 24hrs of a referral. The investigators, CPT, and the CAC Victim Advocate will coordinate a joint response for all children and families coming to the CAC for services provided by the Child Protection Team. Investigators assigned are expected to attend forensic interviews and medical appointments for both purposes of observation and to facilitate immediate information sharing in post-services meetings. The CAC Family Advocate will not observe any forensic interviews or medical examinations to preserve objectivity with the family but will participate in any follow-up meetings to immediately initiate core service referrals for the families as deemed appropriate.

All investigators should additionally be cognoscente of the times of appointments to dually ensure the alleged perpetrator is not at the facility as part of a criminal or child abuse investigation during any part of the child and non-offending caregiver's visit. Additional protections for the child are accounted for by separate entrances for the CAC and the investigative agencies, and investigators are responsible for providing accurate directions for parties accessing the facility. *Please reference the Child Focused Setting and Facility Policies Protocol.*

FOLLOWING CASE ACCEPTANCE TO THE CAC:

Cases will be selected for the CAC Multi-Disciplinary Team Case Review on a case-by-case basis. Cases can be selected based on a number of criteria, including but not limited to:

1) Request from one of the MDT Member agencies

2) Needs assessed by the CAC Family Advocate

3) Risk level to the child victim(s)

4) Factors contributing to the nature of the case, including but not limited to:
    a. Prior removal(s)
    b. Extensive criminal history
    c. Other alleged victims for the same alleged perpetrator, or unknown alleged perpetrator
    d. Family attitudes related to the allegation(s)
    e. Number of agencies involved in the investigation, or number of jurisdictions

5) High profile cases

CHILDREN'S ADVOCACY CENTER OF HIGHLANDS COUNTY

FORENSIC INTERVIEW PROTOCOL

FORENSIC INTERVIEW DEFINITION AND PURPOSE

A forensic interview is a structured interview conducted to elicit a complete and accurate narrative from the alleged child victim in a manner that is legally sound, neutral and fact finding in nature to determine whether the child has been abused, if they are at risk of abuse, and if so who the person(s) responsible are. Forensic interviews must be completed only by persons with the appropriate training, and can initiate the collaborative process of sharing the information with the rest of the Multi-Disciplinary Team for the purposes of discovery, review and evaluation of all information related to the investigation.

CASE ACCEPTANCE CRITERIA

Cases accepted and referred for a forensic interview are outlined in the Multi-Disciplinary Team Protocol and the process is described in depth in the Referral and Intake Policies and Procedures. The CAC contracts for the provision of the majority of the forensic interviews with the Child Protection Team and coordinates the intake with the Child Protection Team Case Coordinator and CAC Victim Advocate. The CAC maintains the rights to contract independently or hire a CAC Forensic Interviewer to provide any additional services deemed necessary for the function of the CAC and the Multi-Disciplinary Team. All services are completed at no cost to the family/child. Additionally, all forensic interviews shall be conducted and recorded in the child-focused setting of the CAC unless circumstances dictate otherwise.

MDT COORDINATION OF THE FORENSIC INTERVIEW

MINIMUM TRAINING AND EDUCATION REQUIREMENTS

All interviewers performing this service, either contractually or on behalf of the CAC, will have completed at a minimum a training curriculum that is included on the National Children's Alliance approved training list and will include the following elements:

1) Minimum of 32 hours of instruction and practice
2) Evidence- supported interview protocol
3) Pre- and post-testing reflecting an understanding of the principles of legally sound interviewing
4) Content that includes: child development, question design, implementation of protocol, dynamics of abuse, disclosure process, cultural competency, suggestibility
5) Practice component with a standardized review process
6) Required reading of current articles specific to the practice of forensic interviewing

Additionally, all interviewers utilized by the CAC will complete continuing education at a minimum of 8 contact hours every two years.

INTERVIEWER SELECTION

Recorded forensic interviews will be conducted by a designated, trained individual who meets at a minimum the training requirements outlined in this policy. Consideration on the following criteria may help to determine the most appropriate person to conduct the interview:

1) Ability to establish rapport with the child
2) Prior contact with the child
3) Objectivity
4) Knowledge of forensic interviewing techniques
5) Knowledge of child development
6) Knowledge of child abuse dynamics
7) Experience in interviewing child witnesses or victims
8) Knowledge of the effects of abuse on children
9) The child's comfort level concerning gender, ethnicity, age, etc.
10) The child's native language

PRE-INTERVIEW MEETING

A Pre-Interview Team meeting shall take place between the CPI, Law Enforcement and the Forensic Interviewer. The purpose of this meeting is to make key decisions about the manner in which the forensic interview will be conducted and to assure coordination to avoid duplicative interviewing. Decisions which shall be made and tasks to complete include, but are not limited to the following:

1) Who shall be permitted to attend or observe the forensic interview
2) Discussion of entire case history, including any updated information received since referral
3) How and when the team will communicate with the interviewer during the interview
4) Discussion regarding the method of taping by which the interview will be documented
5) Verification that the audio and visual equipment to be used is set up and working
6) In special circumstances, consultation with a mental health practitioner to determine the need for crisis intervention and/or mental health screening

CASE COORDINATION AND INTERVIEW OBSERVATION

To ensure total team participation and collaboration, the Forensic Interviewer will notify the involved MDT members of the dates of scheduled services. Although notification of the interview will be provided, only investigative entities will be permitted to observe. These parties are: Department of Children and Families, Law Enforcement and the State's Attorney's Office. The confidentiality of the interview is vital to the investigation and the function of the MDT at the CAC. It should be noted that all parties who witness the interview become witnesses and could be called to trial for criminal or civil court proceedings. It is not recommended that caretakers, lawyers representing caretakers, therapists, social workers (School Board, Law Enforcement, etc.), advocates, or other significant others be present in the interview room or waiting area during a forensic interview however determinations can be made by the team on a case by case basis. Parties who may be considered are: advocates, service providers, interns*, consultants*, researchers*, other approved personnel*.

(* indicates those who would need to sign an additional confidentiality agreement on a case by case basis as they are not regulated by the same professional requirements and ethics to maintain confidentiality.)

POTENTIAL COMPLICATIONS

SCHEDULING

It is in the best interest of the child and investigation that the interview take place as soon as possible after the report of maltreatment. However, scheduling poses some challenges including team member absence, time conflicts, or jurisdiction changes. In the event one of these challenges arises, rescheduling may become necessary. Regardless of the reason, a determination should be made by the team regarding rescheduling with consideration given to the child's age, immediate safety and the spontaneity of the disclosure.

INTERPRETERS

The CAC will provide an interpreter for those interviews where one is needed. In most cases, advanced notice will be needed in order to make this provision. Scheduling will depend on the availability of an interpreter, and may require the interview to be conducted during normal business hours. The CAC will maintain a list of certified interpreters available in Highlands County and will provide basic Forensic Interview training to the interpreters to ensure the information being translated meets the requirements for the forensic, fact-finding nature of the interview.

TEAM MEMBER ABSENCE

If a team member is unable to attend the interview, he or she should notify the interviewer immediately and determine an appropriate replacement. Viewing the recorded interview is not an equal substitution for the active participation provided during a live observation. If rescheduling becomes necessary, the family's point of contact with either the Department of Children and Families or Law Enforcement shall be responsible in notifying the family and the Forensic Interviewer will be responsible for notifying the MDT of the amended schedule.

FAMILY ABSENCE

If the family is unable to attend the interview, the point of contact for the family shall attempt to determine the reason (transportation, illness, etc.). Assistance can be requested from the CAC through the CAC Family Advocate, however the CAC cannot transport the child or family to the appointment. If resources are available, they can be offered through the family's point of contact. If there are no resources available, or if the family is unable to make the appointment for other reasons, the interview may need to be rescheduled. The family's point of contact will be responsible for informing the Forensic Interviewer of the family's unavailability, and the forensic interviewer will notify the MDT of the new appointment time or cancellation of services.

JURISDICTION CHANGE

Unless child safety dictates that an interview must happen immediately, the interview should not be conducted before the agency or department with the actual criminal jurisdiction has been notified. The forensic interviewer does not interview in segments to correlate events to jurisdiction, and instead will cover any and all abuse while clearly stating during the interview the jurisdiction related to each disclosure, if

known, so that one recorded interview can be used regardless of the jurisdiction. The investigative entities and the rest of the MDT should be aware that some jurisdictions have distinct legal or investigative requirements, and that those may differ from their own. Law Enforcement should immediately notify the entity with jurisdiction, advise the authorities of the nature of the case and determine appropriate actions in proceeding. The decision to continue an interview should be based on the proper investigative authority as well as the need to assess the child's safety. If the interview must be rescheduled, either the CAC Family Advocate and/or the family contact should talk to the child and family, explaining the need to avoid repetitive interviewing and thus the need to wait until all investigative entities are able to be present.

PRIOR INVESTIGATIONS

Occasionally it is learned that prior investigative activities have occurred without all the parties being present, notified or involved. For example, Law Enforcement may have investigated an allegation where the Department of Children and Families was not present or vice versa. In other cases, another agency or department may have conducted its own investigation prior to determining that the case was not within its jurisdiction. In such circumstances notes, recordings, reports, etc., generated from the earlier investigative activities should be reviewed by the MDT before questioning the child or any other witnesses.

PERFORMING THE INTERVIEW

ARRIVAL

The child and his or her non-offending caregiver or caretaker should be asked to arrive at the CAC 15-minutes prior to their scheduled interview. If accompanied by the family contact with one of the investigative entities, the professional can determine if the family would like them to remain until the interview starts or can introduce the family to the CAC Family Advocate and excuse themselves to the observation room. The CAC Family Advocate will greet them, explain the CAC and MDT response, give an overview of services available and provide a written caregiver resource to the family. Specific information related to the case shall not be discussed at this time.

Following the introduction to the CAC Family Advocate, the Forensic Interviewer explains the forensic interview process and collects demographic information from the caretaker. If applicable, the family will also receive information regarding the medical examination.

All parties present to observe the interview shall remain in the observation room so as to not disturb the child and family. Due to close quarters, all parties need to be on time for the services so that confidentiality and comfort can be provided to the child and family by the advocates.

PREPARING THE NON-OFFENDING PARENT OR CAREGIVER FOR THE INTERVIEW

At the time of referral for the interview, non-offending caregivers should be advised by the family contact to refrain from interrogating, rehearsing, tutoring or otherwise preparing the child for the forensic interview. When notifying a caretaker of the appointment, the appointment time and information to reach their family contact will be provided. Caretakers can be encouraged to reassure their child by explaining the child will speak to someone who "talks to children a lot" and to encourage the child to be truthful in the interview. If a caregiver does not believe a child's disclosure, the concerns should be documented and the MDT should be aware. Additionally, caregivers should be encouraged to not discuss specific disclosures with the child prior to

the interview, however discussions between children and caregivers are normal and healthy especially regarding the emotional impact of a traumatic event.

The following guidelines should be shared with all team members and the caregiver prior to the interview:

DO:

- Tell the child about the interview and its purpose
- Tell the child to be truthful
- Describe where the child will be going, highlighting the safety of the facility and staff

DON'T:

- Discuss the investigation with others in the child's presence
- Tell the child he or she is coming to play
- Misrepresent any information to the child
- Rehearse the child's statement
- Scare the child in any way, including mentioning repercussions to the alleged perpetrator

COMMUNICATION BETWEEN THE MDT AND THE INTERVIEWER

It is important to establish a means of communication between the team and the interviewer during the interview. At the CAC, the interviewer will take a break during the interview and leave the room to briefly consult with the team of observers (located in the observation room). A break can also occur just before ending the interview to ensure there are no additional questions or information needed.

INTERVIEW ROOM AND EQUIPMENT

1) There shall be training and adequate practice provided to all Forensic Interviewers on electronic and visual equipment.
2) Detailed, systematic instructions and "troubleshooting guides" will be provided to all MDT team members and a copy will remain posted near the equipment.
3) A large clock will be prominently displayed in the interview room and periodically included in the camera's view during the recording. The clock shall be checked prior to each interview for accuracy, at a minimum.
4) Only one child's interview shall be recording per DVD.
5) All DVD's must be labeled with the child's name, child's date of birth, interviewing agency, interviewer's name, case number, date and time of interview.
6) Before the interview begins, assurances will be made that all equipment is working properly.
7) The recording should be started before the child enters the room and should not be turned off until the conclusion of the interview. The camera shall not be turned off at any time when the child is in the interview room, even when the interviewer leaves the room for team consultation.

THE INTERVIEW: REQUIREMENTS OVERVIEW

1) All forensic interviews of children conducted at the CAC shall be recorded and observed by involved members of the MDT from the designated observation area. During the forensic interview, observing team members shall listen attentively and notice verbal and non-verbal behaviors. Observing team

members can formulate and write questions to discuss with the interviewer during the break in the interview.

2) If there is more than one interview with a child, all sessions should be recorded. Each recording subsequent to the first should begin with a clear statement indicating that it is not the first interview.

3) A summary is produced from the recording and the interviewer reviews it for accuracy.

4) Confidentiality of the recorded forensic interview is of utmost importance. Original recordings should be kept in the custody of the agency performing the interview, CPT or CAC, in a locked and secure place. Viewing and reproduction of recording will be limited in accordance with rules set forth by the Florida Statutes, Department of Children and Families legal counsel and the State Attorney's Office.

5) If an original video and/or audio recording must be transported, it shall be hand delivered and not entrusted to commercial couriers. Copies or recorded forensic interview shall be hand delivered unless impractical.

6) No recorded forensic interview should ever be destroyed, even if damaged or suffering from technical issues before a case is completely closed and appeals are exhausted.

FORENSIC INTERVIEW: GUIDELINES

1) The successful investigation of child abuse often hinges on obtaining reliable information from the child. In many cases, knowledge of what has occurred comes solely from information the child provides during the forensic interview. Interviewing children is a task that requires an open perspective, which is also analytical and critical. This perspective is necessary to avoid reaching inaccurate conclusions: concluding that abuse has occurred when it has not or concluding that abuse has not occurred when it has.

2) There is consensus among researchers and practitioners on the underlying principles that should guide forensic interview with children who may have been abused. The most important premise is that reports about events are most likely to be accurate when the child freely generates them. Thus, every effort should be made by the interviewer to create a questioning environment that enhances free recall and minimizes interviewer influence. The Child Protection Team teaches a flexible structure, with best practices from the American Professional Society on the Abuse of Children (APSAC) guidelines and Recognizing Abuse Disclosure Types and Responding (RADAR) protocol, a modified National Institute of Child Health and Human Development (NICHD) protocol for forensic interviewing. (attachment CPT Handbook Appendix H)

3) The principles of the forensic interview include:
    a. Minimizing potential stress from the investigation
    b. Obtaining accurate information
    c. Recognizing all the purposes of the investigation
    d. Accommodating development and/or cultural differences
    e. Protecting against improper influences on memory and reports
    f. Conducting a thorough, open-minded and sound interview

g. Maximizing the use of techniques that will elicit reliable information
h. Minimizing the use of leading or coercive questions that could change or contaminate the child's memory of the event(s)

4) In the event a child is not disclosing during the interview, and Law Enforcement or the Department of Children and Families has evidence to support the maltreatment allegation, the interviewer can be advised to introduce a small amount of the evidence as part of the conversation in the interview. No concrete or tangible evidence is permitted.

5) If a subsequent interview on the same allegations is needed, the request must come from either Law Enforcement or the Department of Children and Families and be pre-approved by the State Attorney's Office. A multi-session interview is discouraged, but if anticipated would also need prior approval.

EMERGENCY COORDINATION AND MDT RESPONSE

An emergency coordinated response is initiated when Law Enforcement or Department of Children and Families investigators requests the forensic interview take place within a short period of time after an initial report is made. The CAC should be as flexible as possible to accommodate such cases. If the CAC cannot accommodate a request for an emergency coordinated response, services can be requested of the CAC and Child Protection Team in Bartow. If services still cannot be accommodated, additional care should be given to avoid repetitive and duplicative questioning. In many cases, first priority will be for the child to receive a medical examination and the coordination of these services is at the ultimate discretion and direction of the Child Protection Team network providers.

Cases that should be considered high priority and subject to an emergency coordinated response may include any or all of the following situations:

1) The suspect is in the home or remains in a caretaker role with the child or other children
2) The child is being pressured or persuaded to recant
3) There are risks to the child and their families' emotional or physical well-being
4) The suspect has been arrested and a preliminary hearing is imminent
5) The suspect is a flight risk
6) There is a potential for numerous children or suspects

Some cases should be considered high priority and subject to a coordinated response at the earliest opportunity, but not necessarily immediately. These may include cases in which children:

1) Make immediate disclosures, in which case a medical evaluation may be conducted prior to a forensic interview
2) Are likely to receive diminishing support for their disclosures in the subsequent two-three days
3) Are at risk for suicide or other significant mental health crises and may require an assessment to determine stability prior to or immediately after the interview.

CHILDREN'S ADVOCACY CENTER OF HIGHLANDS COUNTY

VICTIM SUPPORT AND ADVOCACY PROTOCOL

OVERVIEW AND PURPOSE

Victim Support and Advocacy services, as primary functions of the Children's Advocacy Center (CAC), are provided to all children and families served through the Children's Advocacy Center's Multi-Disciplinary Team (MDT) Protocol for Investigations and requires the collaboration of the full MDT to be successful. The responsibilities and services provided by the Victim Advocates/Family Advocates include, but are not limited to:

1. Crisis assessment and intervention, risk assessment and safety planning and support for children and families throughout the MDT process.

2. Assessment of individual needs and cultural considerations for the child and family to ensure those needs are addressed.

3. Presence at the CAC during the Forensic Interview in order to participate in information sharing with other MDT members, inform and support the family about the coordinated, MDT response, and assess needs of child and non-offending caregiver.

4. Provision of education and access to victim's rights and crime victim's compensation.

5. Assistance in procuring concrete services (housing, protective orders, domestic violence intervention, food, transportation, public assistance, civil legal services, etc.)

6. Provision of referrals for specialized, trauma focused, evidence-supported mental health and medical treatment, if not provided at the CAC.

7. Facilitate 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 victims' rights.

9. Participation in case review in order to discuss the unique needs of the child and family and plan associated support services, ensure the seamless coordination of services and ensure the child and family's concerns are heard and addressed.

10. Provision of updates to the family on case status, 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.

13. Active participation in MDT Case Reviews.

TRAINING AND CERTIFICATIONS

All advocates performing services at or on behalf of the CAC must have completed a minimum of 24 hours of instruction including: dynamics of child abuse; trauma informed services; crisis assessment and intervention; risk assessment and safety planning; professional ethics and boundaries; understanding the coordinated Multi-Disciplinary Team response; understanding, explaining, and affording of victim's legal rights; court education, support, accompaniment; knowledge of available community and legal resources, referral methods and assistance with access to treatment and other services (Including protective orders, housing, public assistance, domestic violence interventions, transportation, financial assistance, interpreters, and any other needs determined on a client by client basis); cultural responsiveness and addressing implicit bias in service delivery; caregiver resilience; and domestic violence/family violence/ children's exposure to domestic violence and poly-victimization. All advocates must also complete an additional 8 hours of training and education every two years. All certifications and training agendas must be provided to the CAC on an on-going basis as documentation of the advocates' eligibility to provide services to the CAC clients and inclusion in the protocols put forth by the MDT.

PROVISION OF VICTIM SUPPORT AND ADVOCACY SERVICES

INITIAL CONTACT NOTIFICATIONS

During the referral and intake process, detailed in the Referral and Intake Protocol, the children referred to the Child Protection Team (CPT) for Forensic Interviews or Medical Examinations will also receive Victim Support and Advocacy Services as part of the coordinated MDT Response. The initiation of victim support services is the responsibility of all MDT partners; however, notification of appointments shall be provided to the CAC Family Advocate by the either the CAC Manager or the CPT Case Coordinator as services are scheduled. The CAC Family Advocate will then make arrangements for the child's arrival at the CAC based on information gathered from the CPT Case Coordinator, including any cultural, developmental or other accommodations. Notification of an appointment shall be emailed from the CPT Case Coordinator to the CAC Manager and Family Advocate to include the case number(s) of the investigative entities, if known, for the purposes of case tracking. The email will not include any client identifying information, but will indicate the service(s) scheduled to ensure appropriate resources are allocated and the team can be prepared for the arrival of the child and family or caregiver(s) to the CAC.

PREVENTING DUPLICATION OF SERVICES

The Highlands County MDT is fortunate to have multiple resources for Victim Support and Advocacy and will provide comprehensive services without duplicating efforts of the various agencies. The team of advocates includes:

1. CAC Family Advocate (specializing in the trauma-focused services provided to children at the CAC, service referrals, assistance with victim's compensation benefits, court orientation/support/accompaniment)

2. Highlands County Sheriff's Office (HCSO) Victim Advocates (specializing in crisis assessment and intervention, risk assessment and safety planning, assistance with victim's compensation benefits, court support/accompaniment, and service referrals)

3. Peace River Center (PRC) Domestic Violence and Sexual Assault Victim Advocates (specializing in all of the services outlined in the Overview and Purpose section of this protocol).

In an effort to reduce any duplication of effort and to ensure the victim and their support system are not unnecessarily overwhelmed by any part of the investigation, notification of assignment will be sent on a daily basis to include any and all case numbers known to the various advocates. Additionally, during the intake process, the CAC Victim Advocate will verify if another advocate has already had contact with the family and make arrangements for the initial visit to the CAC accordingly. The preferred method will be for a determination to be made for the victim advocate best suited to serve the child long term to take the lead, including any orientation to the CAC for the purposes of CPT services. If it is determined the CAC Family Advocate will be the most appropriate following initial contact by one or more of the other advocates, an introduction to the family is requested from the advocate who has had prior contact to best serve the victim and family or caregiver(s). If it is determined that the advocate who has made contact remains the most appropriate, the advocate will be asked to assist the CAC with case tracking by providing information indicating services and contacts, and may also be asked to complete the initial and follow up Caregiver OMS Surveys.

ADVOCACY AND SUPPORT DURING FORENSIC SERVICE PROVISION

During the scheduled appointment time, the primary assigned advocate will be present to assist the CPT Case Coordinator with the provision of the forensic services and to assist in the supervision of the child and family/caregiver(s) while at the facility. The advocate will greet the family and escort them to a private and secure area of the building. The advocate will give a brief orientation to the CAC including the mission and function of the MDT and the CAC. During this time, the advocate will be available to answer any questions as long as they are not regarding investigation-specific details.

FOLLOWING FORENSIC SERVICE PROVISION

Following the initial services, the investigative entities, either observing the forensic interview and/or awaiting the completion of the medical examination, will confer with the CPT Case Coordinator and the advocate during a post-services meeting to share initial recommendations and initiate the service referrals to support the child and family or caregiver(s). It is imperative that during this follow up meeting the advocate receive all information needed to refer the family to specialized services (as needed), or that another MDT member has been designated responsible to do so. Prior to the family leaving the CAC, they will be provided with a personalized Caregiver Handbook, minimally including all contact information for the parties, as well as recommendations from the team with written instructions regarding any follow up items needed including a safety plan. All information indicated in the Caregiver Handbook will also be verbalized to the appropriate caregiver with an advocate present to assist with support and encouraging any questions that may be raised.

The caregiver with the child will also be asked to complete the initial OMS Caregiver Survey to conclude the initial visit to the CAC.

ON-GOING SUPPORT AND ADVOCACY

The advocate will be available to the family and/or caregiver(s) as often as needed to answer any questions, provide any additional information, clarify any information received including general information regarding the investigative process throughout the life of the case. The advocate will not discuss investigation specific information with the family so as to support the other MDT members, and additionally to not compromise an investigation or complicate specific instructions given. If investigation specific questions are raised, the advocate will provide the investigator with a detailed message and request for follow up if appropriate. All activities of the CAC Family Advocate will be documented in CAC CareNet as "Encounters", and all information received from the other advocates will be scanned into the CAC CareNet system and documented for case tracking and grant reporting. The CAC will provide information to the child and family or caregiver(s) during their initial contact with the center, included in the Caregiver Handbook which contains useful information related to the investigative process, symptoms of trauma, additional resources, and contact information for the specific investigators assigned in their case, including representation from all MDT agencies.

CHILDREN'S ADVOCACY CENTER OF HIGHLANDS COUNTY

MEDICAL EVALUATION PROTOCOL

OVERVIEW

All children who are suspected victims of child sexual abuse are entitled to a medical evaluation by a provider with specialized training. The collection and documentation of possible forensically significant findings are vital, however the expectation of findings should not in any way inhibit the referral process of a child to the medical provider. In Florida, the Children's Advocacy Centers work either as or in collaboration with the Child Protection Team to provide the medical evaluations for children (F.S. 39.3035).

TRAINING AND CERTIFICATIONS

Medical Evaluations are provided by health care providers with a minimum of clinical pediatric experience and child abuse expertise. Medical providers meet at least one of the following training requirements:

1. Child Abuse Pediatrics Sub-board eligibility or certification

2. Physicians without board certification or board eligibility in the field of Child Abuse Pediatrics, Advanced Practice Nurses, and Physician Assistants should have a minimum of 16 hours of formal didactic training in the medical evaluation of child sexual abuse

3. SANEs without advanced practitioner training should have a minimum of 40 hours of coursework specific to the medical evaluation of child sexual abuse followed by a competency based clinical preceptorship. This means a preceptorship with an experienced provider in a clinical setting where the SANE can demonstrate competency in performing exams.

Per the requirements of the Child Protection Team, all medical evaluations on behalf of the CAC will be completed by a health provider with the following training standards:

1. Child Abuse Pediatrics Sub-board eligibility (Medical Director)

2. Child Abuse Fellowship training or child abuse Certificate of Added Qualification

3. Documentation of satisfactory completion of competency-based training in the performance of child abuse evaluations (Nurse Practitioners)

4. Documentation of 16 hours of formal medical training in child sexual abuse evaluation (Nurse Practitioners)

Medical personnel are experienced pediatric providers, and have received specialty training in the areas of child abuse and neglect. Nurse practitioners have regular, on-going supervision and collaboration with the medical director as well as 24-hour access via telephone/telemedicine for emergency consultation.

All health care providers will complete a minimum of 8 additional continuing education credits in the field of child abuse every two years. Teaching experience can also qualify for continuing education credits.

PROVISION OF MEDICAL EVALUATIONS

LOCATION OF MEDICAL EVALUATIONS

Medical Evaluations are completed either on-site through a linkage agreement with local health care providers who have been approved through the Child Protection Team Network, or at the Children's Home Society Children's Advocacy Center in Bartow, Florida where the Child Protection Team has a co-located office and qualified providers on staff. In both of these circumstances, the medical evaluation is completed in a child-focused setting within a Child Advocacy Center. There are rare circumstances where the emergent medical needs supersede an abuse related exam and the child will be seen at a local hospital emergency room. All hospital staff are openly discouraged from completing any medical exam for which they are not specifically trained and to utilize the on-call Child Protection Team professionals to request services once the medical emergency has been handled or for scheduling an appointment at the earliest possible time. The CAC's reinforce these mandates with medical personnel and the investigative entities during MDT Case Review and the CAC Advisory Board meetings, or as needed.

CRITERIA FOR MEDICAL EVALUATIONS

The criteria for the Children's Advocacy Center in partnership with the Child Protection Team for medical evaluations include the following: All physical and sexual abuse allegations meeting the following criteria:

1. Injuries to the head, bruises to the neck or head, burns or fractures in a child of any age.
2. Bruises anywhere on a child five years of age or younger.
3. Any report of sexual abuse of a child.
4. Sexually transmitted infections in a prepubescent child.
5. Any family in which one or more children have been pronounced dead on arrival at a hospital or other health care facility or have been injured and later died as a result of suspected abuse, abandonment, or neglect when any sibling or other child remains in the home.

RECOMMENDED CASES FOR MEDICAL EVALUATIONS

Cases recommended for the medical evaluation include all children who meet any of the criteria outlined in this protocol and the Referral and Intake Protocol. If the child's history is not clear to the Child Protection Team Case Coordinator at the time of intake, the CPT Case Coordinator will consult with one of the medical providers prior to scheduling an appointment.

PURPOSE OF THE MEDICAL EVALUATION

The purpose of the CAC Medical Evaluation is first and foremost to ensure the safety, health and well-being of the child. Secondary purposes include, but are not limited to:

1. Evaluate, document, diagnose and address medical conditions resulting from abuse;

2. Differentiate medical findings that are indicative of abuse from those which may be explained by other medical conditions;

3. Diagnose, document and address medical conditions unrelated to abuse;

4. Assess the child for any developmental, emotional, or behavioral problems needing further evaluation and treatment;

5. Educate the child and family regarding all aspects of the medical examination and outcomes;

6. Provide support relative to any recommended next steps and reassurance regarding child's overall health and well-being

7. Make recommendations regarding mental health and other services to address trauma related to the abuse/assault in coordination with other members of the MDT/CAC.

SCHEDULING THE MEDICAL EVALUATION

Scheduling the medical evaluation will be completed by a referral from either the Department of Children and Families, Law Enforcement or the State Attorney's Office to the Child Protection Team as described in the Referral and Intake Protocol, Florida Statute and the Child Protection Team Handbook. All agency protocols will be upheld through the screening and referral process, and will include consideration of child safety, accuracy of intake report, child's developmental history, prior abuse and neglect history, and potential investigative strategies. If a forensic interview is also needed, the medical evaluation will typically be scheduled to follow the initial interview.

The Case Coordinator schedules medical evaluations according to acuity, which is determined by medical staff. Priority 1 exams are scheduled immediately, priority 2 exams are scheduled within 72 hours, and priority 3 exams (e.g. downgraded based on delay) are scheduled within 1 week or first available appointment.

Notification of scheduled services to the investigative entities and the CAC Family Advocate will be provided by the CPT Case Coordinator or the CAC Case Manager, depending on the case.

EMERGENCY MEDICAL EVALUATIONS

Emergency Forensic Medical Evaluations are different in protocol and procedure than emergency medical treatment and should be clearly defined and differentiated by all investigative entities and the MDT. A child who is in need of immediate medical attention should not be asked to postpone seeking treatment for the purposes of providing a forensic medical exam. However, if emergency medical attention is not necessary, investigative entities should consult with the Child Protection Team to arrange for the most appropriate services to forensically assess for child abuse and neglect. A plan should then be developed between the CPT Case Coordinator, the investigator, the Victim or Family Advocate and the family to seek the necessary services in a manner that specifically focuses on reducing any additional trauma to the child and allowing for child-friendly services to be administered at the first available appointment time. In honor of the investigative

entities' responsibilities, the Child Protection Team and Children's Advocacy Centers will make accommodations to prioritize appointments for children who may be asked to preserve evidence or be placed in a safe environment until they can be treated.

CPT Case Coordinators are training to perform basic triage and determine if acute or a scheduled medical evaluation is necessary. Medical staff are available 24 hours a day, 7 days a week for both telephone triage and emergency services if necessary, through the CPT On-Call Protocols.

If a child is having a medical emergency, they should be transported immediately to an Emergency Room or Primary Care Provider and not brought to the CAC for medical treatment. Emergency medical conditions are classified as, but are not limited to:

1. Acute trauma with possible bone fracture, head trauma, abdominal injury, or other injury necessitating emergency care
2. Vaginal bleeding, discharge or significant pain
3. Pregnancy
4. Impairment from drugs or alcohol
5. Loss of consciousness

Emergency Forensic Medical referrals are other cases received, most likely on call, where a medical exam is required or requested. CAC Medical Providers can provide most acute sexual abuse/assault examinations within the normal business hours. After-hours examinations for cases in which forensic evidence must be collected will be provided by the on-call CAC Medical Provider, or local emergency room staff depending on the circumstances and the age of the child. CPT Case Coordinators are available to respond on-call, and should consult with the on call medical provider to advise whether a specific case requires an emergent examination or whether the child and agencies interests would best be served by an exam as soon as possible at the CAC.

LIMITING MULTIPLE EVALUATIONS

If a child has already been examined by an emergency room or physician's office, and the child has received a well-documented evaluation and treatment, the child will not be re-examined by the CAC medical provider except for any recommended follow-up examinations or determinations. A review of the records by a CAC Medical Provider and/or medical consultation between the two providers is often appropriate and utilized to avoid duplication of services.

LIMITING DUPLICATIVE HISTORY TAKING

Prior to the medical evaluation, the CPT Case Coordinator will inform the CAC Medical Provider verbally or in writing, or the Department of Children and Families report, Law Enforcement report, forensic interview disclosures and any other relevant information. Medical history is limited to gathering information that is pertinent to the formulation of a medical diagnosis. If the medical evaluation is scheduled to immediately follow a forensic interview, the CAC Medical Provider may participate in the post-interview meeting between the investigative entities, the CPT Case Coordinator and the CAC Family Advocate.

DOCUMENTATION AND STORAGE

1. The medical history and physical examination will be recorded on CPT forms for physical or sexual abuse as appropriate to the case, with attached diagrams as needed to illustrate findings. The medical examination forms/reports are stored in a secure computer database.

2. Any laboratory specimen will be labeled with the child's name, date of collection, site and test.

3. Digital photographs will be taken of the child's face and any injuries noted on the exam. Photos will be stored in the medical computer, password protected, in locked medical exam room. Files will be labeled with the child's name, case number, date of birth, and date of examination. Physical abuse photos will be printed and made a part of the medical record. Because of the sensitive nature of sexual abuse photographs, and because specialized training is required to interpret these photos, all sexual abuse photos will remain in the computer and will not be printed.

4. Acute sexual abuse examinations will be conducted in accordance with the current Child Sexual Assault Protocols published by the Office of the Attorney General of the state of Florida. Chain of custody will be maintained on all forensic collections. Any forensic evidence collected will be turned over to law enforcement immediately after the examination is completed. If law enforcement personnel are not on site, the evidence collection kit will be stored in the medical refrigerator in the locked medical examination room until claimed by the law enforcement officer.

AVAILABILITY OF MEDICAL EVALUATIONS

Specialized medical evaluations are available and accessible to all CAC clients regardless of ability to pay. There is no charge to families for medical evaluations conducted at the CAC. Exams are conducted only upon referral by the Department of Children and Families, Law Enforcement or the State Attorney's Office. The cost of medical examinations and related laboratory cultures is included in the contract with these agencies.

The forensic examination may reveal the need for additional testing (such as X-Rays) or for treatment at a primary care office or emergency room. The Case Coordinator and/or medical staff may assist family with accessing these services through Medicaid or private insurance. Case Coordinators will assist families with completing applicable forms such as Sexual Battery Claim Form and Victims of Criminal Activity forms to obtain reimbursement.

CHILDREN'S ADVOCACY CENTER OF HIGHLANDS COUNTY

MENTAL HEALTH PROTOCOL

OVERVIEW AND PURPOSE

Mental Health is a critical discipline represented on the Multi-Disciplinary Team (MDT) of the Children's Advocacy Center (CAC) of Highlands County, and serves the specific purpose of treating trauma through evidenced-based programs. A mental health perspective is also useful supporting the MDT in reducing trauma to the child victim and their family throughout the investigative process. Treatment begins with the very first contact between the child and the CAC and continues as long as the individual child's needs dictate. Additionally, therapy is not part of the forensic process and instead focuses on healing. Providers (either on-site or through partnership agreements with the CAC) provide specialized services in addition to support for families in recognizing and addressing trauma-symptoms, services to family members who frequently have their own trauma histories, and siblings to the child victims to discuss their own feelings and reactions following a disclosure.

TRAINING AND CERTIFICATIONS

All mental health providers serving CAC clients must have completed a minimum of 40 contact hour CEUs in accordance with the provider's mental health related license requirements, CEUs from specific evidence-based treatment of trauma training and clinical supervision hours by a licensed clinical supervisor. In addition, the CAC provider must have at least one (1) of the following academic training standards:

1) Master's degree, licensed, certified, or supervised by a licensed mental health professional
2) Master's degree or license-eligible in a related mental health field
3) Student intern in an accredited mental health related graduate program, when supervised by a licensed/certified mental health professional (both the student and the supervisor must meet the previous 40-hour training requirement)

All mental health providers must complete an additional 8 hours of continuing education training in the field of child abuse every two years.

Additionally, ongoing clinical supervision is a required element of the training and certifications of the mental health providers who serve the CAC. Clinical supervision is required as a means to maintain licensure, and also to ensure the appropriate ongoing trainings and supports are available to the provider. Due to the varied needs of CAC clients, comprehensive interventions will need to be addressed throughout ongoing clinical supervision and the CAC will negotiate terms for supervision to best meet the needs of the clients and providers.

PROVISION OF MENTAL HEALTH SERVICES

REFERRAL PROCESS

The CAC has one mental health provider on staff and maintains a partnership with Peace River Center and Children's Home Society to provide additional mental health services in Highlands County. For all clients meeting the CAC's Case Acceptance Criteria, referral to the mental health providers will be initiated by the CAC Victim Advocate (see the Victim Support and Advocacy Protocol, pg. 3) and documented in the CAC CareNet system. The referral will be made after the initial encounter at the CAC whereby the child-victim and non-offending caregiver participated in CPT services to include FI, Medical Evaluation, Specialized Interview. Discussion with the investigative team regarding specific needs of the child and information regarding any disclosure by the child-victim will be taken into consideration when determining the scope of service. Additional recommendations may arise from the MDT Case Review and will also be documented by the Victim Advocate in the CAC CareNet process.

MDT Partners may refer clients outside of the CACs Case Acceptance Criteria by completing the *CAC Services Referral* Form and submitting to the CAC Manager. Every referral by an MDT Partner will be evaluated for consideration within a 7-day time period by CAC Staff. CAC Advocates, in partnership with the CAC Therapist will determine if the client's presenting needs would be best met at the CAC or by referral to a community partner agency. Communication to the referring agency will be provided.

At the time of referral, any releases of information needed for the parties to share information related to mental health records as part of the MDT Protocol will be collected from the appropriate caregiver in accordance with the policies set forth in this protocol, Florida Statutes, and Federal Statutes. It should be noted that information and records pertaining directly to an investigation of child abuse do not require a caregiver's consent for release.

PROVISION OF SERVICES

All clients of the CAC will be eligible for evidence-supported, trauma-focused mental health on a consistent basis, regardless of a family's ability to pay. The services made available will include the following elements:

1. Trauma-specific assessments including traumatic events and abuse-related trauma symptoms
2. Use of standardized assessment measures initially to inform treatment, and periodically to assess progress and outcomes
3. Individualized treatment plans based on assessments that are periodically reassessed
4. Individualized, evidence-supported treatment appropriate for the child client and other family members
5. Child and caregiver engagement in treatment
6. Monitoring of trauma symptom reduction
7. Referral to other community services as needed

Additionally, services will be provided to caregivers and siblings as needed. The services provided can include mental health therapy services and/or support services to include: safety and well-being of the child(ren), caregiver involvement in their child's treatment (when appropriate), emotional impact of abuse allegations, risk of future abuse, issues of distress that allegations may trigger. These services can be provided either at the CAC or through linkage agreements with other providers.

ADDITIONAL RESPONSIBILITIES OF THE MENTAL HEALTH PROVIDER

Due to the importance of the trauma-informed approach of the MDT, the provider who is working with the family directly will be required to attend and actively participate in the MDT Case Review and case management, share relevant information with the MDT while protecting the clients' right to confidentiality and the mental health professional's legal and ethical requirements; serve as a clinical consultant to the MDT regarding child trauma and evidence-based treatment; and monitor and share with the MDT the child's and caregiver's engagement in, and completion of, treatment. If there is no current provider at the time of the MDT Case Review, the CAC Therapist will be asked to attend to share the perspective, insight, and make recommendations consistent with trauma-focused mental health interventions.

CHILDREN'S ADVOCACY CENTER OF HIGHLANDS COUNTY

CASE REVIEW AND COORDINATION PROTOCOL

OVERVIEW AND PURPOSE

Case Review is the formal process by which the Highlands County Multi-Disciplinary Team will monitor and assess its independent and collective effectiveness to ensure the safety and well-being of children, families, and residents of the county. The purposes of Case Review include, but are not limited to:

1. Experience and expertise of MDT members is shared and discussed
2. Collaborative efforts are fostered
3. Formal and informal communications are promoted
4. Mutual support is provided
5. Protocols and procedures are reviewed
6. Informed, collective decisions are made

The purpose of Case Review is to support all team members and uphold the CAC's primary mission to provide child-friendly, culturally competent multi-disciplinary response to child victims of abuse and their families, while advocating for all children in Highlands County.

Case review will not preempt on-going discussions, and on-going discussions do not replace the formal Case Review.

SCHEDULING CASE REVIEW

The Children's Advocacy Center Multi-Disciplinary Team shall convene on the fourth Tuesday of the month at 9 AM, minimally, to conduct formal Case Review of the cases received by the investigative entities and recommended for review by one of the partners due to the complexities of the investigation. Meetings shall take place in the Conference Room at the Children's Advocacy Center, unless otherwise noted. Efforts will be made to provide for virtual attendance should the need arise.

Additional Case Review staffing's can be scheduled as needed to meet the requirements outlined by any of the partner agency policies and procedures (i.e.: Human Trafficking, Institutional investigations with the Department of Children and Families) or as requested and approved by any partner agency supervisor (see the Case Review Request Form).

CASE REVIEW PARTICIPATION

During the case review, representatives from the following agencies will be present at a minimum:

1) State Attorney's Prosecutor

2) Victim Advocate(s)
3) Child Protective Investigator
4) Law Enforcement Officer and/or Detective
5) Mental Health provider
6) Forensic Interviewer
7) Forensic Medical provider
8) Children's Advocacy Center personnel

Attendance of the full team and assignment to the Case Review is outlined in the Information and Confidentiality Policy and Procedure, and absences are strongly discouraged for the preservation of the quality of information available during the Case Review. Additional members may be invited to participate in a Case Review based on assignment or ability to share information with the team. These members may include, but are not limited to:

1) Law Enforcement
2) Department of Children and Families staff
3) Medical providers
4) Therapists
5) School personnel
6) Advocates
7) Service Providers/Contracted Providers
8) Heartland for Children

CASE REVIEW SCHEDULING AND NOTIFICATIONS

Case Review is a formal, recurring monthly event that primarily takes place in the conference room at the Children's Advocacy Center. Additionally, attendees may participate virtually as needed. Cases are selected during the referral and intake process, or at the request of any of the Multi-Disciplinary Team Members. Requests can be made by utilizing the Case Review Request Form and sending by secure email or delivery to the CAC in person.

Factors considered in the selection of the cases include, but are not limited to:

1) CAC Case Criteria (see the MDT Protocol)
2) Full Multi-Disciplinary Team assignment
3) Dissenting opinions regarding findings among the investigative entities
4) Inability for a determination to be made regarding the cause or validity of findings
5) High profile cases
6) High risk cases (typically those with 10 or more documented priors, or a prior removal from the person responsible)

Scheduling information is documented in the CAC CareNet Case Tracking System, and notifications will be generated by the system and sent to the work email of the persons assigned. If notifications through the system are unavailable for any reason, an additional notification will be sent using a password protected file and attached to a calendar invite. The email notification will also be utilized in the event there are participants who do not utilize the CAC CareNet system to ensure notification is received. The CAC will

conduct a survey, at a minimum quarterly, of the Multi-Disciplinary Team to assess their experiences, and provide comment sections that can include feedback regarding the effectiveness of the notification systems in place (see Case Tracking Protocol and OMS MDT Survey). Results will be provided during quarterly Case Reviews, and recommendations can be made during these meetings or at any time directed to the CAC Manager.

If a participant is unable to attend, notification is required with reasonable time to consult with agencies regarding alternatives prior to the staffing. Generally, staffing agendas will be generated with at least one-week notice, however the date is recurring and consistent and all agency personnel shall have recurring calendar invites continually.

CASE REVIEW PROCEDURE

Case Review will be facilitated by either the CAC Manager, the Child Protection Team Case Coordinator, or by partner agency staff who have completed the MDT Facilitator Training offered by the Southern Regional Children's Advocacy Centers (See Training Certifications). Co-facilitation of a Case Review is also possible, and in complex cases encouraged.

Before each staffing, the Case Review Staffing sign-in sheet will be distributed which includes the confidentiality and conflict of interest statements, as well as a statement regarding protected health information. Each participant is expected to sign in at each Case Review. The sign in sheet (see MDT Sign In) with the attached agenda becomes a permanent record of the Children's Advocacy Center and can be requested by any MDT member or partner agency at any time.

Discussion during Case Review will minimally include the following topics:

1) Review interview outcomes
2) Discuss, plan and monitor the progress of the investigation
3) Review medical evaluations
4) Discuss child protection and other safety issues
5) Provide input for prosecution and sentencing decisions
6) Discuss emotional support and treatment needs of the child and family members and strategies for meeting those needs
7) Assess the family's reactions and response to the child's disclosure and involvement in the criminal justice/child protection systems
8) Review criminal and civil (dependency) case updates, ongoing involvement of the child and family, and disposition
9) Make provisions for court education and court support and accompaniment
10) Discuss ongoing cultural relevance and needs unique to individual children and families, including issues pertaining to access to services
11) Ensure that all children and families are afforded the legal rights and comprehensive services to which they are entitled
12) Discuss how the CAC and MDT intervention is impacting the child and their family, including positive changes and challenges
13) Provide child well-being and outcomes, as available

(Note: The topics above are included in a Case Review Checklist issued to each new participant, and made available to all members at each Case Review. The document is considered to support the Multi-Disciplinary Case Review orientation that welcomes new members, explains the NCA Standard and provides the checklist of topics to be covered minimally at each Case Review Staffing.)

CASE REVIEW FOLLOW UP

Following the staffing, a summary of the discussion will be entered in the CAC CareNet system by a member of the CAC staff, primarily the staffing facilitator. All members assigned to the case will have access to this documentation using their own log in information and can be utilized for the purposes of case documentation by the participant assigned. If a staffing participant is not a registered user of the CAC CareNet System, the documentation can be requested from the CAC using the MDT Case Review Summary Request Form. This information received from other agencies shall not be subject to a public records request and all requests will be processed through the County to redact any case sensitive or protected information. The confidentiality policies of the other agencies and Florida Statute will supersede any request for information received by the Children's Advocacy Center, and use of the information documented shall become the responsibility of each team member and their agency.

The responsibility for each action shall be determined as part of the discussion and documented as part of the staffing record. If the CAC Staff has contact with the family prior to the Case Review Staffing through coordinating direct services or otherwise, responsibility of offering any additional services to the family and engaging in follow up shall default to the CAC. All contact with the family will be documented in CAC CareNet and can be shared with the MDT, including reactions to recommendations, referrals completed and any declinations to engage with a provider. However, there are instances where the CAC will not have prior involvement, contact information or rapport with the family, and the determination of who becomes responsible will be made by the team. In these instances, the staffing facilitator will communicate those recommendations to the parties who were deemed responsible by the team, and if the CAC has staff primarily facilitating the staffing, communication with the MDT partner will be documented as part of the case record.

CHILDREN'S ADVOCACY CENTER OF HIGHLANDS COUNTY

CASE TRACKING PROTOCOL

CASE TRACKING PROCEDURES

OVERVIEW AND PURPOSE

The Case Tracking system (CAC CareNet) will be maintained by the Children's Advocacy Center of Highlands County. All information contained in the system is the property of the CAC. All cases referred to the Children's Advocacy Center of Highlands County according to the criteria outlined in the Multidisciplinary Team Protocol and following the process outlined in the Referral and Intake Protocol will be entered into the Children's Advocacy Center secure database, CAC CareNet for the purposes of:

1. Monitoring cases throughout the multidisciplinary interagency response through final civil and/or criminal disposition;
2. Providing essential demographic information, case information, and investigation and intervention outcomes;
3. Providing for program evaluation, quality assurance and improvement;
4. Providing effective case management and family advocacy;
5. Providing grant reporting, data evaluation, data for funding sources, and information for research purposes.

DATA ENTRY

Information regarding cases meeting the criteria outlined in the Multidisciplinary Team Protocol will be provided immediately to the CAC at the time of intake to each of the partner agencies. All agencies are equally responsible for providing information to the CAC, and each agency is encouraged to independently notify the CAC of cases meeting the criteria to ensure effective information sharing by all agencies. Immediate notification to the CAC will also provide ample time for coordination of services to the CAC to include Family Advocacy and any other special accommodation to include translation services, etc. Agencies will also be required to submit monthly documentation of all cases received for review and screening by CAC staff, in the event notification of assignment was missed. The forms by which reporting will be received can be developed individually with each agency to account for their specific reporting codes and requirements, or a standard form issued by the CAC can be utilized. All information sent for purposes of reporting and case tracking should be directed to the CAC Manager.

The CAC is equipped to document and track information from all agencies in a central location, and utilizes the CAC CareNet for this purpose. CareNet is a database that allows for the tracking of cases; it provides for both case-specific and aggregate data. The CAC manager or their designee will generate and disseminate aggregate data reports to all MDT members. MDT partner agencies may obtain case-specific and/or aggregate data by contacting the CAC's designated individual responsible for the tracking system.

Information may additionally be used for quality assurance, quality improvement, funding, or research purposes.

Data and information collected by the CAC will be primarily entered by the CAC's Human Services Specialist to create the case and enter initial information, as well as continually update the system as needed. Additionally, all CAC staff will have permissions to update information as it is received, enter services provided, and view sections from other agencies to identify gaps in data and collection. In an effort to provide the best information to the MDT, information will be reviewed bi-weekly during CAC Staff Meetings to ensure all cases entered have all applicable information to meet the purposes outlaid in this protocol. The information collected will include all information up to the final civil and/or criminal dispositions of each agency involved. Information may be requested from partner agencies at any time for the purposes of data entry, information collection, however if all information is being provided as outlined, this should be the exception.

At no point will volunteers have access to the CAC CareNet system, regardless of background screening status.

INFORMATION COLLECTED

The information collected by the CAC will minimally include:

1. Demographic information for the child(ren) and family members
2. Demographic information for the alleged offender
3. Type(s) of abuse
4. Relationships between all parties
5. MDT members' involvement with children and families and relevant outcomes
6. Charges filed and case disposition in criminal court
7. Child protection outcomes
8. Status and follow through of medical and mental health referrals

CLIENT AND MULTIDISCIPLINARY TEAM FEEDBACK

The CAC will also be responsible for collecting and monitoring client feedback through surveys issued during the initial visit and at a 60 day follow up. The CAC will utilize the National Children's Alliance Outcome Measurement System (OMS) for these purposes and will track the information in the online system. Data collected from clients will be made available to the Multi-Disciplinary Team for review bi-annually during the January and June Case Reviews.

Additionally, the MDT will also be surveyed using the OMS System quarterly and information received from these surveys will be reviewed during the January, April, July, and October Case Reviews, and compiled for an annual meeting and review of all protocols. If there is an issue that requires more immediate response, an additional meeting may be set outside of the case review with the members of the MDT.

Data entry in the online OMS system will be the primary responsibility of the CAC Family Advocate.

CHILDREN'S ADVOCACY CENTER OF HIGHLANDS COUNTY

CHILD SAFETY AND PROTECTION PROTOCOL

OVERVIEW

Nationally, there are over 800 Children's Advocacy Centers who provide services to child abuse victims and their non-offending families, and do so in an individual and community-centered way. While every center may look and operate differently, the environment of a CAC provides for physical and psychological safety of the child and family. Below are the general rules put forth by the Children's Advocacy Center of Highlands County, with respect to the co-location of the MDT followed by the specific criteria set out by the NCA and the strategies used by the Children's Advocacy Center and the Multi-Disciplinary Team in Highlands County.

GENERAL RULES AND FACILITY POLICIES

A. Alleged Perpetrators or offenders are not permitted to access the CAC facility through the designated CAC entrance on the SOUTH side of the building. It is understood, however, that Law Enforcement and the Department of Children and Families departments may likely need to have interaction with a variety of offenders on the NORTH side of the building; therefore, it is imperative that all child victims and their non-offending caregivers who will come to the CAC for appointments, services, or general consultation, be given SPECIFIC instructions that they utilize the entrance on the SOUTH side of the building. As part of this edict, the staff of all agencies and professional are to use the large parking lot on the CAC side of the building. This ensures there be ample space for clients of the investigative agencies on the North parking lot.

B. In the event of a removal by the Department of Children and Families, there is a requirement for the Department to provide supervised visitation. Although the CAC facility is child friendly, the agencies understand the use of CAC space cannot be used for supervising a visit with a parent who has offended to the extent that a removal is warranted. The CAC may have recently served the child, or may serve the child in the future, and protecting the space for all children as safe and comfortable is not consistent with supervised visitation and removals. The Department may choose to use the conference room on the South side of the building for one-time visitation (if needed). There is clear separation, by way of a locked door between the CAC service providing space and the conference room.

C. The CAC provides mental health counseling for child abuse victims in the facility. During treatment, the family is often included in the process. The CAC requests that any parent(s) or caregiver who have been identified as the offender for one of the cases meeting the case criteria are not brought through the facility where other children and CAC services are provided. Should an agency need to meet with an AP, they are to use the conference room on the NORTH side of the building. It is noted that the parent may have been named an offender on a different maltreatment, and the CAC views this as a prevention effort in re-abuse to the child by strengthening the parent and child through therapeutic

interventions. As part of the information sharing, the CAC would also request notification to the providers if a new intake is received that would present any concern for a parent at the facility.

D. The Conference Rooms on the "CAC SIDE" of the building are available to partners for meetings and trainings with prior approval from the CAC Manager. Any agency representative visiting for a training should enter the building through the CAC Main Lobby and sign in/out.

ESSENTIAL COMPONENTS OF THE NCA STANDARD: CHILD SAFETY AND PROTECTION

THE CAC IS A DESIGNATED, TASK-APPROPRIATE FACILITY

The facility which aligns with the following criteria:

1. Maintained in a manner that is physically and psychologically safe for children and families – the CAC of Highlands County is located near the downtown area of Sebring, FL which is the county seat and is within reasonable walking distance of 4 public schools

2. Provides observation or supervision of clients within sight or hearing distance by CAC staff, MDT members or volunteers at all times - all MDT members are co-located, aside from the State Attorney's Office, however that office is located within two blocks of the CAC

3. Is convenient and accessible to clients and MDT members – the CAC provides a joint response with the investigative team for clients of the CAC to supervise children and families at all times during their visit. Clients at the facility for appointments with other agencies are supervised during those times by MDT members. Additional family members may wait in the waiting area with the CAC Receptionist or volunteer

4. Is appropriate for the delivery of CAC services – the CAC is child friendly in decoration and has agencies responsible for investigations separated from the CAC staff and advocates to provide safety for both the clients and the agency staff, and to support confidentiality and information protection

5. Provides age-appropriate and culturally diverse toys and other resources that are childproofed, cleaned, and sanitized to be as safe as possible

SEPARATION OF VICTIMS AND ALLEGED OFFENDERS

A. Victims, their non-offending care givers, and families enter the facility through the designated CAC side (south side) of the building.

B. Alleged offenders are not permitted to access the CAC portion of the facility, whether through the designated CAC entrance (on the south side of the building), or through any other entrance.

C. In the event that services are provided to youth with problematic sexual behaviors, every attempt to schedule appointments when no other children are in the building will be made. Additionally, the child will be supervised at all times, and will be escorted to and from locations within the building.

PHYSICALLY ACCESSIBLE FACILITY

The CAC is a County maintained facility that is ADA Compliant* and has wheelchair accessibility. The facility is child friendly with a waiting area where they can play, color, and read books. Bathrooms located in the facility offer handrails, changing stations for infants and stepstools to ensure children can reach where necessary.

*The ADA Coordinator is Pamela Rogers, Human Resources Manager for Highlands County Board of County Commissioners.

CONFIDENTIAL CASE CONSTULATION AND DISCUSSION

Confidentiality and respect for each CAC client is of utmost importance. The CAC facility is setup in such a way that there are specific areas for each part of the investigative process. The facility includes:

- Conference Rooms (3) – All are accessible to MDT members for use
- Private Offices – CAC Family Advocates, Forensic Interviewer, Observation, Medical, Therapist, and CAC Manager
- Dedicated Interview Room – Not utilized under any other circumstance
- Waiting Area – Dedicated for clients receiving CAC services
- Waiting Area – Dedicated for clients receiving Child Protection Team (CPT) services, such as Forensic Interviews or Medical Evaluations

Each room of the facility is equipped with soundproofing material on the walls. Members of the MDT are encouraged to go into a vacant room or office to discuss aspects of the case where members related to the case or others are not able to overhear conversations.

CODE OF CONDUCT

The CAC has implemented a Code of Conduct for all staff and MDT members that ensures the safety of children and families. The following is included in the Code of Conduct:

- Child safety and well-being is a primary priority and value in the CAC and one that guides policy and practice decisions
- Contact not related to CAC service provision between staff and child/client is prohibited
- Physical contact between child/client and staff/MDT members must be consistent with the safety and well-being of the child/client
- Staff interaction with child clients should be interruptible and/or observable
- Duty of staff to report suspected child abuse

Each staff must receive and agree to the Code of Conduct as written. Likewise, MDT members will also be informed of the CAC's Code of Conduct and the expectation that it guides work within the CAC.

CHILD SAFETY ASSESSMENT

The CAC conducts an annual safety assessment ensuring that the facility is both physically and psychologically safe for the children and families it serves, as well as for the CAC staff and MDT.

MANDATORY REPORTER

According to Florida law, it is the duty of every person residing in the state to report the suspicion of child abuse. CAC staff members are mandated reporters. Training is provided to ensure that all updates to state statutes and mandated reporter laws are communicated to staff members and volunteers. Suspected child abuse calls can be made to the Florida Abuse Registry hotline at: 1-800-96-ABUSE or 1-800-962-2873 or via online report at: https://www.myfamilies.com/service-programs/abuse-hotlint/report-online.

CHILDREN'SADVOCACY CENTER OF HIGHLANDS COUNTY INFORMATION AND CONFIDENTIALITY POLICIES AND PROCEDURES

INFORMATION SHARING

Pursuant to the CAC Multidisciplinary Team's (MDT) protocol, agencies may share information and records pertaining to specific child abuse investigations. However, all statutes, rules and regulations regarding confidentiality still apply outside the above setting and circumstances.

Data contained in the CAC case tracking system (CAC CareNet) and the case tracking system files is the property of the Children's Advocacy Center of Highlands County.

State statute provides for all members of the MDT the ability to exchange case information. However, information sharing is limited to the purposes of investigation, services and advocacy and should never be shared outside of the professional responsibilities of each MDT member.

During Case Review, MDT members meet to discuss case status, investigative findings, child safety, family supports, relevant party's reactions to allegations, court proceedings, case planning, service referrals, and opportunities for advocacy and support.

If an agency representative of the multidisciplinary team cannot present at a staffing due to unavoidable circumstances, follow up by a designated attendee is asked to inform them of the staffing's outcomes. Information sharing is essential to the formal Case Review process with respect to state laws and client confidentiality requirements. Non-attendance is specifically discouraged due to the value of each MDT representative with case specific information in collaborative Case Review, however in the event of an emergency, if a direct service member is unavailable a supervisor will be asked to report on behalf of the agency during the Case Review.

CONFIDENTIALITY

Regulated laws of the State of Florida dealing with child abuse case sensitive materials supersede any agency policy and procedure. Maintaining the confidentiality of a client's victimization from any individual not directly involved in investigation and/or services for the client is of primary importance to the MDT and the CAC. During case staffings and reviews, all present are asked to sign a confidentiality statement which states that any information shared during Case Review is specific to the staff assigned to the case and for the purposes of best serving the victim and family.

Case summaries distributed by the Child Protection Team (CPT) at a staffing remain the property of CPT and are not to leave with any member of the MDT.

CHILDREN'S ADVOCACY CENTER OF HIGHLANDS COUNTY

CONFLICT OF INTEREST DISCLOSURE AND CONFIDENTIALITY AGREEMENT

ACKNOWLEDGEMENT OF CONFLICT OF INTEREST AND CONFIDENTIALITY

During the time that I serve as a professional or volunteer within the Children's Advocacy Center, I realize that I will gain access to information that is considered to be confidential and/or proprietary. Such information relates to families, donors, strategic planning, initiatives, proposals, criteria, or decisions made with regard to the business of the Children's Advocacy Center.

Since confidential and proprietary information is crucial to the operation of the organization, and because the Children's Advocacy Center has an obligation to protect such information, I agree that I will not use, publish, or disclose information during or subsequent to my time at the Children's Advocacy Center, and that I will preserve the restricted nature of this information except to the extent that it becomes publicly available, or is otherwise lawfully obtained outside the scope of this agreement from third parties.

Confidential information includes but is not limited to:

1) Case information about the children and families served by the Multi-Disciplinary Team
2) Client records and team decisions made relative to specific cases
3) Donor information
4) Staff or volunteer information, including background checks

By signing this acknowledgement, you confirm that:

1) Confidential information will be held in the strictest confidence and will not be disclosed to any person or in any manner which is inconsistent with applicable policies and procedures with the Children's Advocacy Center or agency of employment (if applicable).
2) The obligation to uphold confidentiality shall continue indefinitely, including all times after your association with the Children's Advocacy Center.
3) Impermissible disclosure of confidential information may result in legal action, by or on behalf of the individual(s) impacted.
4) Materials will not be duplicated without express written permission by the Children's Advocacy Center or the author of the materials.
5) Information will not be removed from the Children's Advocacy Center without the express permission of the Manager.
6) Information related to personal or prior relationships to any person working or being served by the Children's Advocacy Center MDT requires immediate notification to the Children's Advocacy Center Manager and agency supervisor (if applicable).

SIGNATURES

(NAME) (DATE)

(SUPERVISOR) (DATE)

(DATE FILED WITH THE CHAMPION FOR CHILDREN ADVOCACY CENTER)

Application: Sebring, Florida

Sarah Rogers - srogers@highlandsfl.gov
2023 CAC Center Application (Accreditation & Reaccreditation)

Summary

ID: 0000000032

Medical Standard

Completed - Oct 5 2022

Standard 5

Medical Standard: Specialized medical evaluation and treatment services are available to all CAC clients and are coordinated as part of the multidisciplinary response.

Component 5A:

Are medical evaluations conducted by health care providers with specific training in child sexual abuse that meets one of the following training standards?

Yes

The CAC must demonstrate that its medical provider meets at least ONE of the following Training Standards: Please list the providers name/names next to their corresponding training requirement.

Child Abuse Pediatrics Sub-board eligibility or certification	(No response)
Physicians without board certification or board eligibility in the field of Child Abuse Pediatrics, Advanced Practice Nurses, and Physician Assistants should have a minimum of 16 hours of formal didactic training in the medical evaluation of child sexual abuse (see Appendix 2).	Sarah Shultz
SANE's without advanced practitioner training should have a minimum of 40 hours of coursework specific to the medical evaluation of child sexual abuse followed by a competency based clinical preceptorship. This means a preceptorship with an experienced provider in a clinical setting where the SANE can demonstrate competency in performing exams. (see Med-Appendix 2 or IAFN guidelines).	Sarah (Crowley) Shultz

Required Attachments: Please upload documentation demonstrating completion of training requirement for each medical provider providing medical exams for CAC clients.

2022 Medical Training Certificate and License.pdf

Filename: 2022 Medical Training Certificate and License.pdf **Size:** 2.3 MB

Component 5B:

Do all medical professionals providing services to CAC clients demonstrate continuing education in the field of child abuse consisting of a minimum of 8 contact hours every 2 years?

Yes

Required Attachment: Please upload documentation of participation in required training for all medical providers conducting medical exams for CAC clients

2022 Medical Training Certificate and License.pdf

Filename: 2022 Medical Training Certificate and License.pdf **Size:** 2.3 MB

Component 5C:

Can all medical professionals providing child sexual abuse evaluations to CAC clients demonstrate that all findings deemed abnormal or "diagnostic" of trauma from sexual abuse have undergone expert review by an "advanced medical consultant"?

Note: Please assure only de-identified log or form of documentation is provided

Yes

Please list the name and qualifying expertise or the system being used to provide expert review by an "advanced medical consultant".

Dr. Howard Rogers, MD, MPH

Required Attachment: Please upload documentation demonstrating minimum required expert review of cases by advanced medical consultant.

Sexual Abuse Medical Provider - Expert Review Log.pdf

Filename: Sexual Abuse Medical Provider - Expert Review Log.pdf **Size:** 252.3 kB

Component 5D:

Are specialized medical evaluations for the child client available on-site?

Yes

Are specialized medical evaluations available through written linkage agreements with other appropriate agencies or providers?

Yes

If Yes: Required Attachment: Please upload the Medical linkage agreement

Component 5E:

Are specialized medical evaluations available and accessible to all CAC clients regardless of ability to pay?

Yes

How is the decision made to whom to offer exams?

As per the established medical protocol, medical evaluations are recommended for any child with reported: injuries to the head, bruises to the neck or hear, burns, or fractures in a child of any age; bruises anywhere on a child 5 years and younger; any report alleging sexual abuse of a child, wherein there is a disclosure of vaginal or anal penetration; any sexually transmitted disease in a prepubescent child; reported malnutrition of a child or failure to thrive; reported medical neglect of a child; and any family in which one or more children have been pronounced dead as a result of suspected child abuse or neglect, wherein any siblings or other children remain in the home. If the history is unclear, Case Coordinators confer with the APRN or Physician prior to scheduling services.

What are the sources of payment?

Specialized medical evaluations are available and accessible to all CAC clients regardless of ability to pay. Therefore there is no charge to families for medical evaluations conducted at the CAC. Exams are conducted upon referral from Law Enforcement, State Attorney's Office, or Department of Children and Families (DCF) due to an allegation of abuse or neglect. The cost of medical examinations and related laboratory cultures are included in the contract with the CAC performing the examination.

Component 5F:

Does the CAC/MDT written protocols/guidelines include access to appropriate medical evaluation and treatment for all CAC clients?

Yes

Required Attachment: Please upload the CAC/MDT Written protocols/guidelines.

If this information is already included in a previously uploaded attachment please list the attachment name and page number.

CAC Protocols: Page 34

Component 5G:

Does the CAC/MDT written protocols/guidelines include the circumstances under which a medical evaluation for child sexual abuse is recommended?

Yes

Required Attachment: Please upload the CAC/MDT Written protocols/guidelines.

If this information is already included in a previously uploaded attachment please list the attachment name and page number.

CAC Protocols; Pages 33-34

Component 5H:

Please describe how the medical providers conducting exams for CAC clients collect documentation of medical findings by written record?

The medical history and physical examinations are documented on Child Protection Team forms for physical or sexual abuse as appropriate to the case, with attached diagrams as needed to illustrate findings. The Medical Examination Reports include a statement as to the significance of the findings and subsequent recommendations. The medical examination forms/reports are stored in a secure computer database and are retained for a minimum of seven years or until the child turns eighteen years of age; whichever comes first.

Please describe how the medical providers conducting exams for CAC clients collect documentation of medical findings by photo- documentation?

Digital photographs are taken of the child’s face and any injuries noted during the exam. Photos are stored in a secure medical computer, which is password protected and maintained in a locked medical exam room. Files are labeled with the child’s name, case number, date of birth, and date of examination. Physical abuse photos are printed and made a part of the medical record. Because of the sensitive nature of sexual abuse photographs, and because specialized training is required to interpret these photos, all sexual abuse photos are maintained in the secure computer database and are not printed without a specified court-ordered release.

Component 5I:

How are MDT members and CAC staff trained regarding the purpose and nature of the medical evaluation for suspected sexual abuse? Please explain in the space below.

All CAC Case Coordinators, Victim Advocates, and Medical Providers are trained regarding the purpose and nature of the medical evaluation. The purpose and nature of the medical evaluation is also clearly outlined and documented in our CAC Written Protocols. Additionally, the CAC provides MDT trainings, wherein MDT partners are educated on the purpose and nature of a CAC medical evaluation. CAC Case Coordinators are trained by medical staff to understand and assist with the procedures in the medical examination, and to understand the terminology used in documenting findings and the significance of the findings. CAC Case Coordinators are therefore trained to explain the purpose and nature of the medical evaluation to any MDT member requesting a referral.

Who educates clients and/or caregivers regarding the medical evaluation? How?

Child Protection Team medical providers meet with the client and/or caregiver prior to service delivery to answer any questions regarding the process/nature of the medical examination. CPT/CAC Case Coordinators are also trained to educate clients and caregivers on the process related to CAC medical evaluations. When suspected sexual abuse, Child Protection Team medical providers explain the purpose and nature of the medical evaluation to the child and also provide an explanation separately to the caregiver, to ensure any misconceptions and anxiety can be addressed.

Component 5J:

How are findings of the medical evaluation shared with the MDT in a routine, timely and meaningful manner?

Findings of the medical evaluation are shared with the MDT in a routine and timely manner. A verbal report of the medical findings is provided to the investigator within 24 hours of the examination. Additionally, written documentation of the exam is submitted to the Law Enforcement detective, DCF investigator and/or State Attorney’s Office within 10 business days of the medical evaluation. Case Coordinators and/or medical staff are also available to discuss the significance of the medical findings with the investigator or prosecutor and to answer questions.

Does the CAC/MDT coordinate information gathering including history taking, assessments and forensic interview(s) to avoid duplication?

Yes

Please briefly explain:

Yes. Prior to the medical exam, the Case Coordinator provides the CAC medical provider, either verbally or in writing, with the relevant histories collected from Law Enforcement and the Department of Children and Families, as well as any disclosures made during forensic or specialized interviews completed. Medical history obtained during the medical evaluation is limited to gathering of information pertinent to the formulation of a medical diagnosis.

STATE OF FLORIDA
DEPARTMENT OF HEALTH
DIVISION OF MEDICAL QUALITY ASSURANCE

AC# 9692732

DATE	LICENSE NO.	CONTROL NO.
06/16/2020	APRN 11000279	67918

THE ADVANCED PRACTICE REGISTERED NURSE

NAMED BELOW HAS MET ALL REQUIREMENTS OF
THE LAWS AND RULES OF THE STATE OF FLORIDA.

Expiration Date : **JULY 31, 2022**

SARAH SCHULTZ

Sarah Schultz APRN

LICENSEE SIGNATURE

STATE OF FLORIDA
DEPARTMENT OF HEALTH
DIVISION OF MEDICAL QUALITY ASSURANCE

AC# 9582835

DATE	LICENSE NO.	CONTROL NO.
04/24/2020	RN 9488791	2959000

THE REGISTERED NURSE

NAMED BELOW HAS MET ALL REQUIREMENTS OF
THE LAWS AND RULES OF THE STATE OF FLORIDA.

Expiration Date : **APRIL 30, 2022**

SARAH SCHULTZ

Sarah Schultz

LICENSEE SIGNATURE

PEDIATRIC NURSING CERTIFICATION BOARD

Your PNCB Wallet Card

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9605 Medical Center Drive, Suite 250
Rockville, MD 20850
1-888-641-2767 • Fax (301) 330-1504 • www.pncb.org

NCCA ACCREDITED PROGRAM

PEDIATRIC NURSING CERTIFICATION BOARD

Certifies that

Sarah Anne Schultz

Certified Pediatric Nurse

is actively certified by the PNCB.

Certification Date: 10/22/2013 **Expiration Date:** 02/28/2020

Certification No: 20132956

Margaret A. Harrison

MS, CPNP-PC, CAE

Chief Executive Officer

PEDIATRIC NURSING CERTIFICATION BOARD

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Certification Date: 11/09/2018 **Expiration Date:** 02/28/2021

Certification No: 201811241

Margaret A Harrison

MS, CPNP-PC, CAE
Chief Executive Officer

Midwest Regional
CHILDREN'S ADVOCACY CENTER

Children's MINNESOTA

Certificate of Attendance

This is to certify that

Sarah Schultz

Has participated in

Medical Training Academy

on

April 16, 2020

Children's Minnesota designates this enduring activity for a maximum of 27.25 AMA PRA Category 1 Credit™. Physicians should claim only the credit commensurate with the extent to their participation in the activity.

Children's Minnesota is accredited by the Minnesota Medical Association to provide continuing medical education credit for physicians.

Children's Minnesota takes responsibility for the content, quality and scientific interest of CME activities. This activity is designed to meet the Minnesota Board of Nursing continuing education requirements; however, nurses are responsible for determining whether this activity meets requirements for acceptable education.

This continuing nursing education activity was approved for 19.5 contact hours by the International Association of Forensic Nurses, an accredited approver by the American Nurses Credentialing Center's Commission on Accreditation. Approval valid through July 2020. IAFN # is AU06112018MWMT

Kori Stephens, MPH
Project Director
www.mrcac.org

Angela Kade Goepferd, MD, FAAP
Director of Medical Education
Children's Minnesota

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Midwest Regional
CHILDREN'S ADVOCACY CENTER

Children's MINNESOTA

Certificate of Attendance

This is to certify that

Sarah Crowley

Has participated in

Medical Training Academy Pediatric/Adolescent Sexual Assault Nurse Examiner Course

on

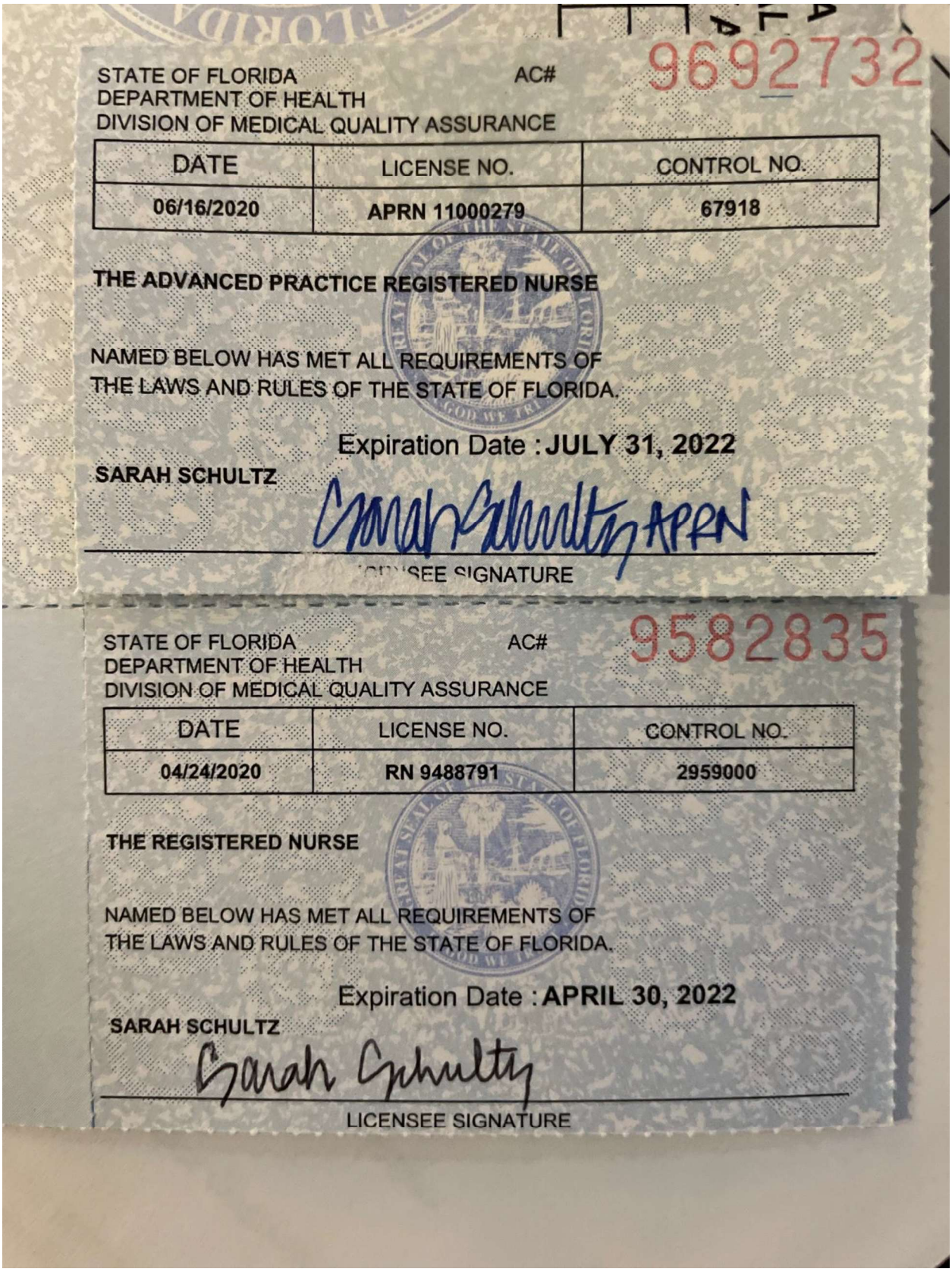
September 4, 2019

This continuing nursing education activity was approved for 46.35 contact hours by the International Association of Forensic Nurses, an accredited approver by the American Nurses Credentialing Center's Commission on Accreditation. Approval valid through June 2020. IAFN # is AU05292018MRSP

Kim Martinez, MPH, RN, APRN, CPNP, PSANE
Program Manager, Peer Review & Medical Academy
www.mrcac.org

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STATE OF FLORIDA
DEPARTMENT OF HEALTH
DIVISION OF MEDICAL QUALITY ASSURANCE

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06/16/2020	APRN 11000279	67918

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Sarah Schultz APRN

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SARAH SCHULTZ

Sarah Schultz

LICENSEE SIGNATURE

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April 16, 2020

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Kim Martinez, MPH, RN, APRN, CPNP, PSANE
Program Manager, Peer Review & Medical Academy
www.mrcac.org

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Medical Provider - Expert Review Log					
Date	Examiner Name	Client Case Number	Pre/Post Puberty	Examiner Findings/ Concerns	Reviewer Findings/ Concerns
8/3/2021	Fleming, Connie	[redacted]	pre	nonspecific but consistent with history	Concur/HR
8/20/2021	Heisler, Sandra		post	Normal exam	
9/1/2021	Heisler, Sandra		post	Normal exam	
9/7/2021	Heisler, Sandra		pre	Normal exam	
9/13/2021	Schultz, Sarah		Pre	Urethral prolapse	Concur/CF & HR
8/12/2021	Fleming, Connie		Post	normal exam	
9/22/2021	Heisler, Sandra		Pre (male)	Normal exam	
9/23/2021	Heisler, Sandra		Post	Normal exam	
10/15/2021	Fleming, Connie		Post	Normal exam	
10/26/2021	Fleming, Connie		Post	Acute findings	Concur/HR
10/26/2021	Fleming, Connie		Pre	Normal SA exam	GC of eye Concur HR
11/3/2021	Heisler, Sandra		Post	Acute findings	Concur/CF
11/9/2021	Fleming, Connie		Pre	Normal exam	Concur/HR
11/11/2021	Fleming, Connie		Post	Normal exam	
11/12/2021	Fleming, Connie		Pre	Normal exam	Concur/HR
11/17/2021	Heisler, Sandra		Pre	Perianal warts	Concur
11/29/2021	Heisler, Sandra		Post	Normal exam	
11/30/2021	Heisler, Sandra		Pre	Normal exam	
12/2/2021	Heisler, Sandra		Pre	Encopresis	
12/3/2021	Fleming, Connie		Pre	Normal exam	
12/13/2021	Heisler, Sandra		Pre	Normal exam	
12/21/2021	Fleming, Connie		Pre	Normal exam	Chlamydia at LRH
1/11/2022	Fleming, Connie		Post	Normal exam	candidiasis
1/18/2022	Heisler, Sandra		Post	Normal exam	
1/24/2022	Fleming, Connie		Pre	Normal exam	
2/8/2022	Fleming, Connie		Post	Normal exam	Chlamydia at CPT
2/15/2022	Fleming, Connie		Post	Normal exam	male
2/17/2022	Fleming, Connie		Post	Normal exam	BV pos at LRH. We treated.
3/16/2022	Fleming, Connie		Post	Normal exam	
3/11/2022	Schultz, Sarah		Oist	Normal exam	
3/16/2022	Schultz, Sarah		Post	Normal exam	
4/4/2022	Schultz, Sarah		Post	Transection	Chlamydia at CPT

4/7/2022	Schultz, Sarah	[redacted]	Pre	Normal exam	
4/7/2022	Schultz, Sarah		Post	Normal exam	
4/8/2022	Schultz, Sarah		Post	Normal exam	
5/11/2022	Schultz, Sarah		Post	Normal Exam	
5/13/2022	Schultz, Sarah		Post	Normal Exam	Chlamydia at CPT
4/18/2022	Fleming, Connie		Post	Normal exam	
6/3/2022	Fleming, Connie		Post	Normal exam	
6/16/2022	Fleming, Connie		Pre	Normal exam	
6/16/2022	Fleming, Connie		Pre	Normal exam	
6/15/2022	Schultz, Sarah		Post	Normal exam	Chlamydia at CPT
6/18/2022	Schultz, Sarah		Post	Non-specific (redness to vestibule)	
6/21/2022	Schultz, Sarah		Post	Normal exam	
6/22/2022	Fleming, Connie		Post	Normal exam	
6/24/2022	Fleming, Connie		Pre	Normal exam	
7/16/2022	Fleming, Connie		Pre	Findings	Peer reviewed: Dr. Rogers agreed with findings
6/29/2022	Schultz		Post	Normal exam	
7/13/2022	Schultz		Post	Normal exam	

Application: Sebring, Florida

Sarah Rogers - srogers@highlandsfl.gov
2023 CAC Center Application (Accreditation & Reaccreditation)

Summary

ID: 0000000032

Mental Health Standard

Completed - Oct 5 2022

Standard 6

STANDARD 6: Mental Health: Evidence-based, trauma-focused mental health services, designed to meet the unique needs of the child and caregivers, are consistently available as part of the multidisciplinary team response.

Component 6A:

Are mental health services provided by professionals with training in, and who deliver, trauma-focused, evidence-supported, mental health treatment?

Yes

Do all mental health providers for CAC clients, whether providing services on-site or by referral and linkage agreement with outside individuals and agencies, meet the following training requirements listed below?

Yes

Academic training requirements for the mental health providers: Please list the providers names next to their corresponding training.

A. Master’s degree/licensed/certified in a related mental health field.	Bernadette Hansen
B. Master’s degree in a related mental health field and working toward licensure; supervised by a licensed mental health professional.	Charlie Jackson
C. Student intern in an accredited mental health related graduate program, when supervised by a licensed/certified mental health professional. Both the student intern and supervising licensed mental health professional must meet the indicated 40-hour training requirements. Students who are currently enrolled in a training to deliver an EBT may provide services to children as a part of their EBT training.	Tiffany Fogelson

Required Attachment: Please upload documentation demonstrating completion of academic training requirement for each mental health provider providing services for CAC clients.

License.pdf

Filename: License.pdf **Size:** 98.9 kB

Charlies LMHC.pdf

Filename: Charlies LMHC.pdf **Size:** 88.8 kB

MSW Diploma.pdf

Filename: MSW Diploma.pdf **Size:** 1.3 MB

Foundational training requirements for the mental health providers: Please list the providers names next to the modality(ies) in which they have completed foundational training.

A. Trauma-Focused, Cognitive Behavioral Therapy (TF-CBT)	Bernadette Hansen, Charlie Jackson
B. Child and Family Traumatic Stress Intervention (CFTSI)	(No response)
C. Parent-Child Interaction Therapy (PCIT)	Bernadette Hansen, Charlie Jackson
D. Alternatives for Families - Cognitive Behavioral Therapy (AF-CBT)	N/A
E. Eye Movement Desensitization and Reprocessing (EMDR)	Charlie Jackson
F. Child-Parent Psychotherapy (CPP)	N/A

Required Attachment: Please upload documentation demonstrating completion of 40 hours of training in evidence-based treatment for each mental health provider providing services for CAC clients.

TFCBT Advanced.pdf

Filename: TFCBT Advanced.pdf **Size:** 67.2 kB

TFCBT Cert of Completion.pdf

Filename: TFCBT Cert of Completion.pdf **Size:** 9.1 kB

Charlie Trauma Training.pdf

Filename: Charlie Trauma Training.pdf **Size:** 133.9 kB

TFCBT Cert.pdf

Filename: TFCBT Cert.pdf **Size:** 19.6 kB

TFCBT Intellectual Disability.pdf

Filename: TFCBT Intellectual Disability.pdf **Size:** 195.6 kB

TFCBT Web Based.pdf

Filename: TFCBT Web Based.pdf **Size:** 20.6 kB

TFCBTcc_Charlie Jackson_.pdf

Filename: TFCBTcc_Charlie Jackson_.pdf **Size:** 101.8 kB

B Hansen CE Certificate Adv Topics.pdf

Filename: B Hansen CE Certificate Adv Topics.pdf **Size:** 391.6 kB

Trauma Informed Care.pdf

Filename: Trauma Informed Care.pdf **Size:** 108.1 kB

Traumatic Stress.pdf

Filename: Traumatic Stress.pdf **Size:** 108.5 kB

Component 6B:

Do all clinicians providing mental health treatments to CAC clients demonstrate completion of continuing education in the field of child abuse consisting of a minimum of 8 contact hours every 2 years?

Yes

Required Attachment: Please upload documentation of participation in required training for all mental health clinicians providing services for CAC clients.

Krimes Against Kids 2022.pdf

Filename: Krimes Against Kids 2022.pdf **Size:** 23.3 kB

Advance Batterer Intervention.pdf

Filename: Advance Batterer Intervention.pdf **Size:** 32.2 kB

Child Abuse 2022.pdf

Filename: Child Abuse 2022.pdf **Size:** 136.9 kB

Component 6C:

Are evidence-supported, trauma-focused mental health services for the child client consistently available and include? Check all that apply

1. Trauma-specific assessment of traumatic events and abuse-related trauma symptoms to determine the need for treatment	Yes
2. Evidence-based assessments to inform treatment	Yes
3. Individualized treatment plan based on assessments that are periodically reassessed	Yes
4. Individualized evidence-supported treatment appropriate for the child clients and other family members	Yes
5. Child and caregiver engagement in treatment	Yes
6. Monitoring of trauma symptom reduction	Yes
7. Referral to other community services as needed	Yes

Evidence-supported, standardized, trauma-focused mental health services for the child client are consistently available.

What evidence supported, trauma focused mental health services are offered?	TF-CBT
What standardized measures are used in the trauma assessment?	CATS; CFARS; PHQ; Biopsychosocial; CBCL; Trauma Symptoms Checklist; Parental Stress Scale
How is treatment tailored to the findings of the assessment?	Therapy is tailored based on the child's need. Individual Therapy; Family Therapy

Component 6D:

Are mental health services available and accessible to all CAC child clients regardless of ability to pay?

Yes

Please explain how referral decisions are made and what routine sources of payment are utilized?

Mental health services are free of charge to victims of crime. The LMHC is paid via VOCA and our local Hospital District Board (HDB), as well as through FNCAC. The assignment of therapist comes from the needs assessment that takes place during the interview with the caregiver and it is determined which therapist best fits the family's individual needs.

Component 6E:

Do the CAC/MDT's Interagency Agreement/MOU or written protocols/guidelines include access to appropriate trauma-informed mental health assessment and treatment for all CAC clients.

Yes

Please upload the CAC/MDT's Interagency Agreement/MOU or written protocols/guidelines include access to appropriate trauma-informed mental health assessment and treatment for all CAC clients.

CHS MH Agreement 2022.pdf

Filename: CHS MH Agreement 2022.pdf **Size:** 2.5 MB

If this document was already uploaded please list the document name and page number to find the relevant information.

(No response)

Component 6F:

The CAC/MDT's written protocols/guidelines define the role and responsibility of the mental health professional on the MDT, to include? Please list the page number the information can be found on below.

a) Attending and actively participating in MDT case review and case management	Page 39
b) Sharing relevant information with the MDT while protecting the clients' right to confidentiality and the mental health professional's legal and ethical requirements	Page 39
c) Serving as a clinical consultant to the MDT regarding child trauma and evidence-based treatment	Page 39
d) Monitoring and sharing with the MDT the child's and caregiver's engagement in, and completion of, treatment	Page 39

Required Attachment: Please upload the CAC/MDT Written protocols/guidelines.

If this document was already uploaded please list the document name and page number to find the relevant information.

CAC Protocols; Page 39

Component 6G:

Do the CAC/MDT's written protocols/ guidelines include provisions about the sharing of mental health information and how client confidentiality and mental health records are protected in accordance with state and federal laws.

Yes

Please list the document name and page number where this information is located:

CAC Protocols; Pages 2 & 38

Component 6H:

Please describe the mental health supportive services provided to caregivers?

Caregivers are seen as clinically appropriate as determined by the therapist. If the direct trauma is impacting the parent/caregiver, then the parent/caregiver is offered sessions. If the parent/caregiver has pre-existing mental health or substance abuse, they are referred out to other agencies that can best meet their needs. Additionally, CHS offers the Aunt Bertha program, as well as information on 211, and the Children's Foundation.

Are services made available on-site?

Yes

If yes, please explain:

Family advocates complete a needs assessment and assist as appropriate. TFCBT requires caregiver participation as appropriate. If a caregiver is being negatively affected by the child trauma than individual sessions are provided as needed.

If no, Required Attachment: Please upload the Mental Health Linkage Agreements

Component 6I:

Please describe the clinical supervision and/or consultation participated in by all clinicians serving CAC clients?

Supervisory meetings for CHS therapists are held monthly to discuss the cases, their progress, or their lack thereof. Items of consideration are clients' participation, their progress, and their willingness to attend sessions.

Additionally, the CAC LMHC consults with Alison Salloum, PhD, LCSW or other CAC clinicians through "Sharing Ideas".

Required Attachment: Please upload documentation demonstrating clinician(s) participation in supervision/consultation

Consultation.pdf

Filename: Consultation.pdf **Size:** 24.7 kB

Certificate of Training



this certifies that

Bernadette C. Hansen

has successfully completed
the 9.5 hours Advanced Trauma-Focused Cognitive Behavioral Therapy Training Course

Signed Jennifer Wilgocki, LCSW
Jennifer Wilgocki, MS SC

Date March 24-25, 2021

TF-CBT Training and Consultation: Confirmation of Completion

To: Bernadette Hansen

From: Alison Salloum, PhD, LCSW
National TF-CBT trainer
alisonsalloum@yahoo.com

Date: January 30, 2021

Bernadette Hansen participated in a three day TF-CBT training on May 27, 28 and 29, 2020 (8am-12pm each day; virtual training) as well as attended the follow-up consultation sessions below.

Dates; 9:00-10:00 am
1. August 14, 2020
2. August 28, 2020
3. September 11, 2020
4. September 25, 2020
5. October 9, 2020
6. November 6, 2020
7. November 20, 2020
8. December 4, 2020
9. January 15, 2021
10. January 29, 2021

CONNECT
TRAINING & CONSULTING

CERTIFICATE OF ATTENDANCE

EMDR R-TEP/EMDR G-TEP

Live, Virtual Training: March12-13,2021

Trainers: Reg Morrow Robinson, Bill Brislin

Charlie Jackson

Participant Name and License #

12 EMDRIA Credits: Program ##17019-33 Eligible for 12 CEs from Commonwealth Educational Seminars (800) 376-3345 www.commonwealthseminars.com for Psychologists, Counselors, Social Workers, and Marriage & Family Therapists. Please retain a copy of this certificate for your records.

Certificate of Training



this certifies that

Charlie Jackson

has successfully completed
the 9.5 hours Advanced Trauma-Focused Cognitive Behavioral Therapy Training Course

Signed Jennifer Wilgocki, MS LCSW
Jennifer Wilgocki, MS SC

Date March 24-25, 2021

CERTIFICATE OF COMPLETION

This certifies that

Charlie Jackson

CERTIFICATE ID: 605E510F00425BC712D84661

Has Attended and Completed

EMDR and Complex Trauma in Children

Two-Day Live, Virtual Training (12 Hours)

Cherilyn Rowland Petrie

Granted by

CONNECT

TRAINING & CONSULTING

April 23, 2021

Date

PCIT TCIT TRAINING

Verification of Attendance

PARENT-CHILD INTERACTION THERAPY
PARENT-DIRECTED INTERACTION WORKSHOP
JUNE 24-25, 2021

Charlie Jackson

attended the training entitled
"Parent-Child Interaction Therapy - Parent Directed Interaction Workshop" held on June 24-25 2021.
This 2-day training was presented by
Dr. Christopher Campbell, a Licensed Clinical Psychologist and Katie Smith, a Licensed Clinical Social Worker.
Dr. Campbell and Ms. Smith are both Certified PCIT Global Trainers.
The training consisted of a total of 16 clock hours.
Specific Discipline approval:
Licensed Marital and Family Therapists, Licensed Professional Counselors, Psychologists, and Licensed Social Workers

Chris Campbell, Ph.D.
Christopher Campbell, Ph.D.
President and CEO

Danielle Campbell
Danielle Campbell, Ph.D.
Assistant Director

TF-CBT®
THERAPIST CERTIFICATION PROGRAM

TF-CBT Certification

This Certification is Hereby Awarded to:

Bernadette Hansen

For successfully completing the National Trauma-Focused Cognitive-Behavioral Therapy Therapist Certification Program

Presented by Allegheny Health Network and the Rowan University CARES Institute

A P Mannarino, PhD

Anthony P. Mannarino, PhD
Director Center for Traumatic Stress in Children and Adolescents

This certification is effective until the date listed below:

Wednesday June 03, 2026

VERIFICATION OF ATTENDANCE FOR CONTINUING EDUCATION CONTACT HOURS AWARDED

This is to certify that the individual listed below attended the continuing education activity specified.

Bernadette Hansen
1968 Sebring Parkway
Sebring, FL 33870
License State: FL
License #: MY8651

Event Title: Implementing Trauma Focused-Cognitive Behavioral Therapy with Youth with Intellectual or Developmental Disability
Date: December 13-14, 2021
Location: Virtual
Event Format: Live

Total Contact Hours: 10

Activity	Contact Hours
Day 1	5
Day 2	5

Chris Newlin, Executive Director
National Children's Advocacy Center

Pamela D. Jones, Training Director
National Children's Advocacy Center

PROVIDER STATEMENTS:

Social Work — This program is Approved by the National Association of Social Workers (Approval # 886746741-1918) for 10 continuing education contact hours.

Counseling — Implementing Trauma Focused-Cognitive Behavioral Therapy with Youth with Intellectual or Developmental Disability offers a maximum of 10 Counseling continuing education contact hours. National Children's Advocacy Center has been approved by NBCC as an App

Certification Of Completion

Bernadette Hansen

Has Completed To Satisfaction

TF-CBTWeb 2.0 | *A course for Trauma-Focused Cognitive Behavioral Therapy*

And Is Awarded

11 Continuing Education Contact Hours

Granted: 12/18/2019

Daniel W. Smith

Course Director, TF-CBTWeb2.0

TF-CBTWeb2.0 was developed and is maintained at The Medical University of South Carolina. The Medical University of South Carolina is an approved provider of continuing education for South Carolina mental health professionals. This online training course, Trauma-Focused Cognitive Behavioral Therapy 2.0, has been approved for 11 contact hours of continuing education.

The National Crime Victims Research and Treatment Center, Medical University of South Carolina (MUSC) has been approved by NBCC as an Approved Continuing Education Provider, ACEP No. 6512. Programs that do not qualify for NBCC credit are clearly identified. The National Crime Victims Research and Treatment Center is solely responsible for all aspects of the program.

CENTENE® Corporation

Certificate of Completion

Charlie Jackson

Has fulfilled the requirements for the

Trauma-Focused Cognitive Behavioral Therapy (TF-CBT) Consultation Call Program

by completing a minimum of nine telephone consultation calls and presenting at least one child and family case seen for TF-CBT which included the use of one standardized assessment.

Program completion date: 12/19/2019

Susana Rivera, Ph.D., LPC	Susana Rivera, PhD, LPC
Trainer	Signature

COMPLETION OF NATIONAL CERTIFICATION CRITERIA IS THE SOLE RESPONSIBILITY OF THE APPLICANT

Centene Plaza • 7700 Forsyth Blvd. • St. Louis, MO 63105 • (314) 725-4477

Training ID:

VERIFICATION OF ATTENDANCE FOR CONTINUING EDUCATION CONTACT HOURS AWARDED

This is to certify that the individual listed below attended the continuing education activity specified.

Bernadette Hansen
4318 Sebring Avenue
Sebring, FL 33875
License State: Florida
License #: MH8651

Event Title: Trauma Focused-Cognitive Behaviroal Therapy: Advanced Topics
Date: October 26-27, 2021
Location: Virtual
Event Format: Live

Total Contact Hours: 11

Activity	Contact Hours
Trauma Focused-Cognitive Behaviroal Therapy: Advanced Topics – Day 1	5.5
Trauma Focused-Cognitive Behaviroal Therapy: Advanced Topics – Day 2	5.5

Chris Newlin, Executive Director
National Children's Advocacy Center

Pamela D. Jones, Training Director
National Children's Advocacy Center

PROVIDER STATEMENTS:

Social Work — This program is Approved by the National Association of Social Workers (Approval # 886746741-5901) for 11 continuing education contact hours.

Counseling — Trauma Focused-Cognitive Behavioral Therapy: Advanced Topics offers a maximum of 11 Counseling continuing education contact hours. National Children's Advocacy Center has been approved by NBCC as an Approved Continuing Education Provider, ACEP No. 6923. P

RELIAS

Certificate of Completion

This certifies that

Tiffany Fogleson

has successfully completed

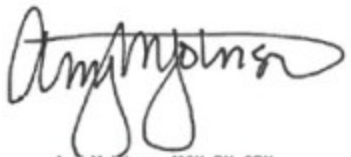
An Introduction to Trauma-Informed Care

on

6/10/2022

Training Hours: 1.50

This certificate may not meet your organization or certification needs for continuing education. See your administrator or board for specific guidelines.



Amy M Johnson MSN, RN, CPN
Accreditations Manager
1010 Sync Street, Suite 100
Morrisville, North Carolina 27560
www.relias.com

RELIAS

Certificate of Completion

This certifies that

Tiffany Fogleson

has successfully completed

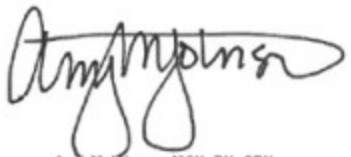
Traumatic Stress Disorders in Children and Adolescents

on

6/21/2022

Training Hours: 2.00

This certificate may not meet your organization or certification needs for continuing education. See your administrator or board for specific guidelines.



Amy M Johnson MSN, RN, CPN
Accreditations Manager
1010 Sync Street, Suite 100
Morrisville, North Carolina 27560
www.relias.com

AC# 10164666

STATE OF FLORIDA
DEPARTMENT OF HEALTH
DIVISION OF MEDICAL QUALITY ASSURANCE

DATE	LICENSE NO.	CONTROL NO.
03/16/2021	MH 8651	111460

THE LICENSED MENTAL HEALTH COUNSELOR

NAMED BELOW HAS MET ALL REQUIREMENTS OF
THE LAWS AND RULES OF THE STATE OF FLORIDA.

Expiration Date: **MARCH 31, 2023**
BERNADETTE CLAIRE HANSEN
4318 SEBRING AVENUE
FL
SEBRING, FL - 33875

Ron DeSantis
GOVERNOR

Scott A. Rivkees, MD
State Surgeon General

DISPLAY IF REQUIRED BY LAW

AC# 8251057

STATE OF FLORIDA
DEPARTMENT OF HEALTH
DIVISION OF MEDICAL QUALITY ASSURANCE

DATE	LICENSE NO.	CONTROL NO.
03/30/2018	IMH 16970	38215

The **REGISTERED MENTAL HEALTH COUNSELOR INTERN** named below has met all requirements of the laws and rules of the state of Florida.

Expiration Date: **MARCH 28, 2023**

CHARLIE TYRONE JACKSON
1831 N. CRYSTAL LAKE AVENUE
LAKELAND, FL 33801

Rick Scott
GOVERNOR

Celeste M. Philip, M.D., M.P.H.
Surgeon General and Secretary

DISPLAY IF REQUIRED BY LAW

Southeastern University

Upon the recommendation of the Faculty and the fulfillment of requirements,
the President and Board of Trustees hereby confer upon

Tiffany Fogleson

THE DEGREE OF

Master of Social Work

with all the rights, honors, and privileges hereunto appertaining.

In testimony whereof, the Seal of the University and the signatures
of the duly authorized officers are hereunto affixed.
Given at Lakeland, Florida, on
this third day of May, two thousand twenty two.

President

Chairman of the Board

SOUTHEASTERN UNIVERSITY
LAKELAND FLORIDA
1935

Chancellor

Provost

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SOUTHEASTERN UNIVERSITY

Melissa Maisenbacher

Melissa Maisenbacher
Registrar

Questions? Contact:
registrar@seu.edu

913

8D

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: July 19, 2022

PRESENTER:	**Ingra Gardner, Director of Community Programs**
SUBJECT/TITLE:	**Request for approval of the Mental Health Consulting Services Agreement with Children's Home Society, renewing the partnership for mental health services.**

STATEMENT OF ISSUE

This agreement will continue to allow a mental health therapist from Children's Home Society to see Children's Advocacy Center (CAC) clients at the CAC.

RECOMMENDED ACTION

Move to approve the Mental Health Consulting Services Agreement with Children's Home Society, renewing the partnership for mental health services.

FISCAL IMPACT

There is no fiscal impact.

Attachments: 2022_MH_CHS_Agreement.pdf

MENTAL HEALTH CONSULTING SERVICES AGREEMENT
(CHILDREN'S ADVOCACY CENTER OF HIGHLANDS COUNTY)

This **AGREEMENT** is made this 19 day of July, 2022 by and between **Highlands County**, a political subdivision of the State of Florida (hereinafter, "County") whose address is 600 South Commerce Avenue, Sebring, Florida 33870, and **Children's Home Society of Florida**, a Florida not-for-profit corporation with an address at 1260 Golfview Avenue, Bartow, Florida 33830 (hereinafter, "Consultant").

RECITALS

WHEREAS, County is a member of the Florida Network of Children's Advocacy Centers, Inc. and, pursuant to Florida Statute s. 39.3035, operates a neutral, child-focused facility known as the Ruth E. Handley's Children's Advocacy Center of Highlands County (the "CAC");

WHEREAS, County and Consultant entered into an Interagency Agreement effective September 17th, 2019 attached hereto as Exhibit A, with various other local entities, including not-for-profit organizations, State of Florida agencies, and local law enforcement, to facilitate coordination of child abuse investigations and the provision of multi-disciplinary services to victims of child abuse and their non-offending caregivers;

WHEREAS, in order to specifically and adequately address treatment needs of child abuse victims, the County desires to retain Consultant to provide trauma-focused, cognitive behavioral therapy ("TF-CBT") and other appropriate evidence-based mental health treatment to victims of child abuse and their non-offending caregivers at the CAC ("Services"); and

WHEREAS, Consultant agrees to provide such Services for agreed-upon consideration.

AGREEMENT

NOW THEREFORE, in consideration of the premises, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES AND PRECEDENCE OF DOCUMENTS. Consultant shall satisfactorily perform Services and related professional, technical, and administrative activities related to the Services in accordance with the Scope of Services attached hereto as Exhibit B.

ARTICLE 2. COMPENSATION AND CONSIDERATION. As compensation for provision of Services, County agrees to compensate Consultant pursuant to the rate sheet attached hereto as Exhibit C. As further consideration for the provisions of Services, County agrees to provide Consultant with a non-exclusive, revocable license to use common areas and dedicated office space at the CAC pursuant to the terms of a Revocable Premises License Agreement which shall be separately executed by the parties.

ARTICLE 3. PAYMENT TERMS. Consultant shall submit monthly invoice statements for each payment installment. Approved invoices will be processed by the County in accordance with the Board's Prompt Payment Policy and the requirements of Chapter 218, Part VII, Florida Statutes, the Local Government Prompt Payment Act. Funds received under this Agreement may not be used by Consultant to lobby the Legislature, judicial branch, or a state agency.

ARTICLE 4. TERM AND TERMINATION. This Agreement shall commence as of _____ [*date*] and continue until _____ [*date*] ("Term"). Failure of Consultant to satisfactorily perform Services or fulfill the terms of this Agreement may result in

written notice to Consultant immediately terminating its right to proceed as to the whole or any part of the Agreement. Such termination will relieve the County of its obligation to compensate Consultant except for work performed up to the time of termination.

ARTICLE 5. INDEPENDENT CONTRACTOR. This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Consultant, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the County for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The Consultant will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Consultant's activities and responsibilities hereunder.

ARTICLE 6. INDEMNIFICATION. The Consultant agrees to be liable for any and all damages, losses, and expenses incurred, by the County, in any way related to the services provided herein and this Agreement, caused by the acts and/or omissions of the Consultant, or any of its employees, agents, sub-contractors, representatives, volunteers or the like. The Consultant agrees to indemnify, defend and hold the County harmless for any and all such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the Consultant, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement.

ARTICLE 7. LAWS, REGULATIONS, AND LICENSING. Consultant shall comply with all laws and regulations applicable to providing the Services, and shall comply with all federal, state, and local laws, rules, regulations, policies, and standards that may affect the Services, including but not limited to, the standards of the Health Insurance Portability and Accountability Act ("HIPAA") and Health Information Technology for Economic and Clinical Health Act ("HITECH"). Consultant shall hold all licenses and certifications necessary to provide the Services. Damages, penalties, and fines imposed on County or Consultant resulting from Consultant's failure to obtain and maintain required licenses and certifications shall be borne by Consultant.

ARTICLE 8. WARRANTY BY CONSULTANT. Consultant warrants that neither the performance of Services under this Agreement, nor any deliverable or the use thereof, will infringe any patent, copyright, trade secret, or other proprietary right of any third party. In connection with the Services, County may provide Consultant with access to or use of software or applications of third parties. Consultant shall agree to adhere to the terms and conditions applicable to County and its agents, employees, and independent contractors pursuant to any license or other agreement(s) related to such third-party software. Consultant

shall not take any action to, or by any inaction or omission, prevent the County from accessing, utilizing, or remaining in good standing with the third-party software or application(s).

ARTICLE 9. INSURANCE. Without limiting any of the other obligations or liabilities of Consultant, Consultant shall have and maintain in full force and effect the following insurance during the term of this Agreement, and shall furnish Certificates of Insurance to County documenting that insurance coverage has been obtained which meets the following requirements:

- *Workers' Compensation Insurance*: Consultant shall have and maintain workers' compensation insurance for all employees who are residents of the State of Florida for statutory limits in compliance with Florida law and Federal law. Consultant will maintain applicable Workers' Compensation coverage for its employees who will be engaged in the performance of the Agreement that are residents of other states in accordance with such other states' applicable Workers' Compensation laws. The applicable policy must include Employer Liability with a limit of $100,000 each accident, $100,000 each employee, $500,000 policy limit for disease.

- *Commercial General Liability Insurance*: Occurrence Form Required: Consultant shall have and maintain commercial general liability (CGL) insurance with a limit of not less than $1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the work performed pursuant to or under this Agreement in the amount of $1,000,000. Products and completed operations aggregate shall be $1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent Consultants, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Fire damage liability shall be included at $100,000.

- *Commercial Automobile Liability Insurance*: Consultant shall have and maintain commercial automobile liability insurance with a limit of not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

- *Professional Liability / Errors and Omissions Insurance*: Consultant shall have and maintain professional liability insurance with a limit of not less than $1,000,000 and an aggregate limit of not less than $1,000,000 per occurrence. If coverage is provided on a claims-made basis, the retroactive date shall be prior or equal to the effective date of this Agreement and encompass the Term. The coverage shall be renewed or include a "tail" or discovery, or continuance renewal of coverage for a period of three (3) years following the termination of this Agreement.

a. The Certificate(s) of Insurance shall be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates of Insurance must be on file with and approved by County before use of the premises. The formal insurance certificate shall name "Highlands County, a Political Subdivision of the State of Florida and its elected officials, its agents, employees, and volunteers" as an "Additional Insured" on all policies except Workers' Compensation and Professional Liability.

b. Licensee shall deliver written notice to County by overnight delivery return receipt requested, hand delivery or confirmed facsimile thirty (30) days prior to giving or within three (3) days after

receiving notice of cancellation, modification, non-renewal, or any other lapse in coverage of any required insurance policies.

c. The policies of insurance shall be written on forms acceptable to County and placed with insurance carriers authorized by the Insurance Department in the State of Florida and meet a minimum financial AM Best company rating of no less than "A- Excellent: FSC VII".

d. All policies must include Waiver of subrogation; any liability aggregate limits shall apply "Per Jobsite/Per Job Aggregate". All liability insurance except Professional Liability shall be Primary and Non-Contributory. Certificate of Insurance shall confirm in writing that these provisions apply.

e. These insurance requirements constitute the minimum requirements and shall in no way lessen or limit the liability of Licensee.

ARTICLE 9. LIMITED THIRD PARTY BENEFICIARIES. County shall not be obligated or liable to any person, organization or entity other than Consultant. No provision in this Agreement is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employee or agent of County, or employee or agent of Consultant.

ARTICLE 10. SUBCONTRACTORS. No subcontractors may be used to perform Services pursuant to this Agreement without express written permission of the County. In the event subcontractors are permitted, they must agree to abide by the terms and conditions of this Agreement.

ARTICLE 11. AMENDMENT OR WAIVER. This Agreement may be changed, discharged, or terminated only by writing signed by both parties. No waiver of any provision of or performance, right or obligation under this Agreement shall be valid except when delivered to the other party pursuant to the notice provisions of this Agreement. No delay or omission by any party in exercising any right with respect hereto shall operate as a waiver. A waiver or consent on any one occasion shall not be construed as a bar to, or waiver of, any right or remedy on any further occasion.

ARTICLE 12. FAILURE TO PERFORM. Failure by Consultant to satisfactorily perform the terms of this Agreement may result in written notice to Consultant terminating its right to proceed as to the whole or any part of the Agreement. Consultant will be responsible for any additional costs incurred by County if Consultant fails to satisfactorily perform as required herein, providing County notifies Consultant in writing of the performance failure and provides Consultant thirty (30) days to correct the performance failure.

ARTICLE 13. SEVERABILITY. To the extent any provision of this Agreement is prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition, or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

ARTICLE 14. GOVERNING LAW. This Agreement shall be construed and interpreted in accordance with the internal laws of the State of Florida without giving effect to the conflict of laws principles thereof.

ARTICLE 15. RESOLUTION OF CLAIMS OR DISPUTES.

(1) All claims or disputes by Consultant against the County relating to this Agreement shall be submitted in writing to the CAC Manager for initial informal review and determination. Consultant shall timely supply any additional information requested by the CAC Manager. The CAC Manager is authorized to resolve claims arising out of the performance of this Agreement; as required, such resolution shall be conditioned on the approval of the County Administrator of Highlands County

Board of County Commissioners. If unsatisfied with the decision of the CAC Manager, an executive of Consultant, who shall be at a higher level of management than the person with direct responsibility for the matter, shall directly communicate with the County Administrator. The Consultant's executive and County Administrator shall attempt to resolve the dispute through good faith negotiations. If the dispute is not resolved at the executive-level within ten (10) days, the parties shall proceed to mediation.

(2) The parties agree that they will voluntarily and in good faith participate in mediation of any controversies between them prior to and as a prerequisite of a party filing a legal proceeding unless such legal proceeding must be filed in order to avoid a contractual or statutory deadline; but in such event, the legal proceeding shall be abated until the required mediation is concluded. In the event of a controversy, the parties agree to schedule mediation to occur within forty-five (45) days of a party forwarding written notice to the other party of a controversy. The parties shall mutually agree to the selection of a mediator from the list of mediators who are authorized to mediate civil cases through the Tenth Judicial Circuit in and for Highlands County, Florida.

ARTICLE 16. ENTIRE AGREEMENT. This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or affect whatsoever on this Agreement.

ARTICLE 17. JURISDICTION AND VENUE. In the event that any party to this Agreement commences a lawsuit or other proceeding relating to or arising from this Agreement, the parties hereto agree that the Tenth Judicial Circuit in and for Highlands County, Florida, shall have the sole and exclusive jurisdiction over any such proceeding. That court shall be proper venue for any such lawsuit or judicial proceeding, and the parties hereto waive any objection to such venue. The parties hereto consent to and agree to submit to the jurisdiction of the court specified herein, agree to accept the service of process, and agree that service of process shall vest personal jurisdiction over them by that court.

ARTICLE 18. MISCELLANEOUS. In the event of litigation proceedings to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs, including attorneys' fees and costs upon appeal.

ARTICLE 19. NOTICES AND DESIGNATED CONTACT PERSON. Any notice required or permitted by this Agreement to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first class registered or certified mail, return receipt requested, postage prepaid, or by nationally recognized delivery service, with confirmation of delivery requested, and addressed as follows:

County: The Ruth E. Handley Children's Advocacy Center of Highlands County
Attn: Sarah Beth Rogers, CAC Manager
1968 Sebring Parkway, Sebring, FL 33870

with copy to: Highlands County Attorney's Office
600 S. Commerce Ave, Sebring, FL 33870

Consultant: Children's Home Society of Florida
Attn: Jessica Davis
1010 E. Rose St. 3380 Lakeland, FL 33801

ARTICLE 20. ASSIGNMENT. This Agreement shall only be assignable by the Consultant upon the express written consent of the County.

ARTICLE 21. TAXES. County is a political subdivision of the State of Florida and is not subject to payment of federal excise or state sales taxes.

ARTICLE 22. PUBLIC ENTITY CRIMES STATEMENT. Consultant represents that it has full knowledge of the requirements contained in Section 287.133, Florida Statutes, relating to public entity crimes and that by executing this Agreement, assures to County that neither Consultant nor agents, officers or employees of Consultant is on the convicted vendor list and that it is otherwise in compliance with the statute.

ARTICLE 23. CERTIFICATION OF NO GRATUITIES. Consultant certifies by signing this Agreement that no official or employee of the County has solicited or accepted gratuities, favors, or anything of monetary value from Consultant or parties to subcontracts. Consultant and Consultant's agents and, officers, or employees shall not pay any gratuities, favors or anything of monetary value to any Commissioner or employee of the Board.

ARTICLE 24. SCRUTINIZED COMPANIES. Pursuant to Section 287.135, Florida Statutes, County may terminate this Agreement if Consultant is or has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or if Consultant is or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or if Consultant is or has been engaged in business operations in Cuba or Syria.

ARTICLE 25. DEBARMENT, SUSPENSION. By signing this Agreement, Consultant certifies that neither it nor any of its personnel are on the Exclusion List maintained by the Office of the Inspector General (OIG). Consultant shall check their employees, contractors, and all other personnel against OIG Exclusions List monthly and shall report those findings to the CAC Manager. Further, Consultant represents and warrants that as of the date of its signing of this Agreement, neither it nor any of its employees are or have been excluded terminated, suspended, or debarred from a federal or state health care program or from participation in any federal or state procurement or non-procurement programs. Consultant additionally represents that no final adverse action by the federal or state government has occurred or is pending or threatened against it, its affiliates, or, to its knowledge, against any employee or agent engaged to provide Services under this Agreement. Consultant also represents that if during the term of this Agreement it, or any of its employees becomes so excluded, terminated, suspended, or debarred from a federal or state health care program or from participation in any federal or state procurement or non-procurement programs, Consultant will promptly notify the County. County retains the right to terminate or modify this Agreement in the event of Consultant's exclusion from a federal or state health care program. By signing this Agreement, Consultant certifies that it has the authority to comply with this paragraph.

ARTICLE 26. EMPLOYMENT ELIGIBILITY VERIFICATION. Pursuant to Florida Statutes, Section 448.095, and in the event performance of this Agreement is or will be funded using state or federal funds, the Consultant must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register,

the Consultant shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the Consultant shall require any and all subcontractors performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subcontractor shall provide an affidavit to the Consultant stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the CONTRACTOR must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by the County without regard to any notice otherwise required herein. In the event the COUNTY incurs costs as a result of the Consultant's breach of this provision, any and all such costs shall be paid by the Consultant immediately upon receipt of notice of the same from the County. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: http://www.dhs.gov/E-Verify.

ARTICLE 27. PUBLIC RECORDS. Pursuant to Florida Statutes, Section 119.0701:

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

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

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

1. Keep and maintain public records required by the COUNTY to perform the services set forth herein.
2. Upon request from the COUNTY's custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.
3. Ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following

completion of the contract if the CONTRACTOR does not transfer the records to the COUNTY.

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

[*signature page follows*]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as set forth below.

Highlands County, a political subdivision of the State of Florida

By: Kathleen D. Rapp

Name: Kathleen G. Rapp, Chairperson

Title: Chairperson

Date: July 19, 2022

BOARD OF COUNTY COMMISSIONERS SEAL

ATTEST:

By: Sally B. Hood for

Name: Jerome Kaszubowski, Clerk of Court

Date: July 19, 2022

Children's Home Society of Florida, Inc.

By: Jessica Davis

Name: Jessica Davis

Title: Regional Executive Director

Date: 6/21/22

State of Florida
County of Polk

Subscribed before me this 21 day of June, 2022 by Jessica Davis.

By: Bridget A. Gilmore

Name: Bridget A. Gilmore

X personally known
____ presented _____ as identification

NOTARY PUBLIC STATE OF FLORIDA

BRIDGET A GILMORE
Commission # GG 909599
Expires September 25, 2023
Bonded Thru Budget Notary Services

Exhibit A

CHILDREN'S ADVOCACY CENTER OF HIGHLANDS COUNTY

INTERAGENCY AGREEMENT

MISSION STATEMENT

The mission of the Children's Advocacy Center is to provide a child-friendly, culturally competent multi-disciplinary response to child victims of abuse and their families, while advocating for the wellbeing of all children in Highlands County through prevention and education.

MEMORANDUM OF UNDERSTANDING

This agreement is made by and between the Children's Advocacy Center of Highlands County and the undersigned agencies, to take effect on September 17, 2019 and will remain in effect until notification of partner agencies to void this agreement.

This agreement is a revised version of the previously signed Interagency Agreement in October 2016.

While each of the undersigned agencies seeks to carry out its own mission, each also agrees to adopt the multidisciplinary model put forth in the Multidisciplinary Team Protocol for the purposes of child protection. The CAC will be tasked with leading the MDT with the below listed common goals:

A. Sharing of information and resources to enhance the investigation and prosecution of child sexual and physical abuse, and to facilitate treatment of child victims and their families.
B. Bringing the training, experience and resources of all agencies to bear on the fundamental problem of child abuse.
C. Promoting training opportunities for all agencies involved in the child abuse system, as well as the community at large.
D. Participating actively in the prevention of child abuse through education, outreach and programs.

AGREEMENT OF PURPOSE

Each of the undersigned agencies recognizes their role in the child welfare system, and the unique role the CAC facilitates to serve child sexual and physical abuse victims who typically have few provisions and concessions for their specific needs and fragile states of being. As participants in this system, we recognize that many children remain at risk for re-victimization by excessive interviews, lack of communication among agencies, incomplete investigations, and the unavailability of immediate and long-term medical and mental health treatment.

We therefore specifically agree to the following:

A. All agencies will participate in a case management and multidisciplinary team approach to child sexual and physical abuse cases, to include comprehensive information sharing timely and consistently with the CAC for the purposes of case tracking and team coordination.
B. All reasonable efforts will be made by each undersigned agency to coordinate each step of the investigation/assessment process in order to minimize the number of interviews and interviewers the child is subjected to, thus reducing additional trauma to the child.
C. All agencies participating in current investigations/assessment and treatment will ensure the appropriate staff member attends the Multidisciplinary Case Review meetings as scheduled.
D. All agencies will be invited and encouraged to attend training sponsored by the CAC, and when possible the CAC will provide financial support for professionals and volunteers to attend specialized training.
E. All agencies will do their best to limit the trauma associated with the investigative process for child victims and ensure proper treatment is provided as early as possible. All agencies will serve as a source of information, education and referral for the community on issues related to child abuse.
F. Each agency will assign one member of their leadership team to serve on the Children's Services Council Subcommittee, "CAC Advisory Board", and attend quarterly meetings.

CONFIDENTIALITY

All agencies will adhere to their individual confidentiality requirements and understand that information pertaining to children and their families will be held in the strictest confidence by the remainder of the multidisciplinary team. Information shared outside of the designated team will be for the specific purposes of properly investigating, developing a case plan, or carrying out treatment or dispositional recommendations.

DISCLAIMER

It is expressly understood that each of the undersigned agencies has specific responsibilities imposed by law and will continue to perform those functions designated to them. Nothing contained herein supersedes the statutes, rules and regulations governing each agency. In the event that any provision of this agreement is inconsistent with any statute, rule or regulation, those governing statutes, rules and regulations shall prevail.

SIGNATURES

This Interagency Agreement is mutually agreed upon by all parties however is not a binding contract. It is an expression of cooperation for the purposes of providing services to clients and coordination activities to the maximum extent possible. No contract rights attach to this Agreement for the parties or for any third party beneficiaries. This agreement can be revised by any party with 30-days' notice, including a party's termination of their participation in accordance with the Agreement, and will require all parties' signatures to enact the modified Agreement.

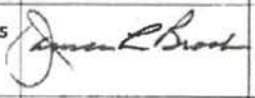
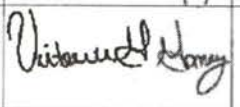
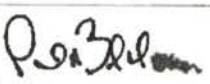
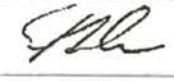
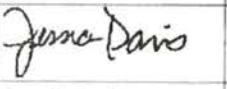
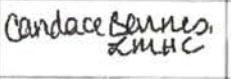
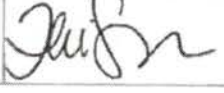
Agency	Title	Printed Name	Signature	Designee to Advisory Board , Title (if not self)
Highlands County BOCC	Chairman	James L. Brooks		Leah Sauls, Community Programs Director
HCBOCC_ Children's Advocacy Center	CAC Manager & MDT Facilitator	Luzed L. Cruz		Self
Department of Children & Families	Program Administrator	Victoria Gamez		
Highlands County Sheriff's Office	Sheriff	Paul Blackman		
Highlands County Sheriff's Office	Lt. Special Victims Unit	Anthony McGann		Self
Sebring Police Dept	Chief of Police	Karl Hoglund		
Lake Placid Police Dept	Chief of Police	James Fansler		
State Attorney's Office	Highlands County Prosecutor	Steve Houchin		
Children's Home Society	CEO	Jessica Davis		David Acevedo, CPT & CAC Manager
Peace River Center	Chief Operating Officer	Candace Barnes, LMHC		Self
School District Highlands County	Assistant Superintendent of Student Support Services	Melissa Blackman		self
Heartland For Children	CEO	Teri Saunders		Tracy Grey, Chief Community Relations Officer

Exhibit B

SCOPE OF SERVICES

A. CAC Manager. Consultant's point of contact with the County shall be the Children's Advocacy Center Manager or his/her designee(s).

B. Services. Consultant shall provide Services consisting of trauma-focused, cognitive behavioral therapy ("TF-CBT") or other appropriate evidence-based mental health treatment, based on referrals from the CAC to victims of child abuse and their non-offending caregivers ("Clients"). At all times Consultant shall maintain a safe and effective therapeutic environment for victims of child abuse, providing for the comfort and dignity of Clients. Consultant is prohibited from providing any service to offender(s) or alleged offender(s) of Client(s). Consultant shall utilize software provided by the CAC, CAC CareNet, for basic reporting and scheduling purposes. The CAC Manager will provide training to Consultant on utilizing this database. Consultant agrees to abide by the National Children's Alliance Mental Health Standards for Accredited Members (2017 Edition), which is attached hereto as Attachment 1. Additionally, Consultant shall participate in all Multidisciplinary Team Case Reviews as scheduled.

C. Timing of Services. Consultant agrees to designate, at a minimum, the hours of Monday-Thursday, 2:00pm to 6:00pm and Fridays from 2:00pm to 5:00pm for CAC Client referrals. Given the trauma-focused scope of the treatment, Services shall be provided to Clients within seven (7) calendar days from the date of referral to Consultant by the CAC and thereafter continue at intervals appropriate for individualized treatment. If Consultant is approaching the need to establish a client waitlist, Consultant shall immediately communicate to the CAC Manager for determination or identification of a solution. Should the Consultant be unable to meet the seven (7) day timeframe for the provision of Services, Consultant shall immediately provide written notification to the CAC Manager with an explanation, and the CAC Manager shall determine an appropriate course of action. Failure to provide Services to Client(s) in a timely manner may result in termination of the Agreement.

D. Reports. Consultant shall provide the CAC Manager with written monthly updates, no later than the 5th of every month, specifying the number of intake assessments completed for newly referred Clients in the preceding month and the total number of Clients to whom Consultant provided Services in the preceding month. In Consultant's update, new referral intake assessments shall not count towards the total number of Clients provided Services in the preceding month. Additionally, Consultant shall utilize software provided by the CAC (specifically, CAC CareNet) to input non-clinical information requested by the CAC Manager. Information may include, but is not limited to, dates and times of sessions and estimated treatment period for a Client. The CAC Manager will be responsible for ensuring the appropriate accessibility and training is provided to the Consultant as needed.

E. **Confidentiality.** Consultant shall provide Services in a private and confidential manner. Consultant shall maintain confidentiality as required by law, regulation, and policy. Consultant shall maintain confidentiality of all data, files, and records including client records related to the services provided pursuant to the Agreement and shall comply with state and federal laws, including, but not limited to, sections 384.29, 381.004, 392.65, and 456.057, Florida Statutes. Procedures must be implemented by Consultant to ensure the protection and confidentiality of all confidential matters. Consultant must also comply with any applicable professional standards of practice with respect to client confidentiality. As applicable, Consultant shall comply with the Health Insurance Portability Accountability Act as well as all regulations promulgated thereunder (45CFR Parts 160, 162, and 164).

F. **Personnel Requirements.** Consultant's personnel providing Services shall meet the criteria specified in the National Children's Alliance Mental Health Standards for Accredited Members (2017 Edition), attached hereto as Attachment 1. Documentation of personnel training, education, and licensure/certification requirements must be provided to the CAC annually, or provided immediately upon request by the CAC Manager, in a format required by the CAC Manager. All personnel providing Services (including, if applicable, supervisors to such personnel) shall meet, at a minimum, the following requirements:

(1) Complete forty (40) contact hour continuing education units (CEUs) and complete continuing education in the field of child abuse of a minimum of eight (8) contact hours every two (2) years.

(2) Be a licensed mental health provider with a relevant Master's degree, or be license-eligible with a relevant Master's degree and under the supervision of a licensed mental health provider with a Master's degree (all supervision must occur at the CAC).

(3) Be screened and trained in accordance with section 39.001(2), Florida Statutes and meet minimum acceptable qualifications to perform job functions.

(4) Hold licensure or certification, or be license-eligible, in one or more of the following disciplines:

a. Mental Health Counselor (as defined by §491.003, Florida Statutes): licensure or certification pursuant to §491.006, §§491.0045-0046, Florida Statutes.

b. Clinical Social Worker: licensure pursuant to §491.005, §491.006, §§491.045-046, Florida Statutes.

c. Psychologist: licensure pursuant to Chapter 490, Florida Statutes.

d. Clinical Psychologist: a psychologist as defined in §490.003(7), Florida Statutes, with at least three (3) years of postdoctoral experience in the practice of clinical psychology, inclusive of the experience required for licensure.

e. Psychiatric Nurse Practitioner: advanced registered nurse practitioner certified under §464.012, Florida Statutes, who has a master's or doctoral degree in psychiatric nursing, holds a national advanced practice certification as a psychiatric mental health advanced practice nurse, and has 2 years of post-master's clinical experience under the supervision of a psychiatrist.

f. Psychiatrist: a medical practitioner licensed under Chapter 458 or Chapter 459, Florida Statutes, for at least three (3) years, inclusive of psychiatric residency.

G. Criminal Records Check. The criminal history records check must be completed in accordance with §§ 394.4572, 408.809 and 435.12, Florida Statutes, as applicable, before commencement of Services under this Agreement. Consultant shall provide a letter to the CAC Manager, certifying that no disqualifying crimes were identified regarding Consultant's personnel performing Services ("background check certification"), within thirty (30) days from the records check. If the Consultant adds additional or alternative personnel to perform Services during the Term, Consultant shall provide to the CAC Manager a background check certification of such personnel within seven (7) days of the personnel beginning work under the Agreement.

Exhibit C

RATE SHEET FOR SERVICES

(*Non-Insured Clients*)

Service	**Unit**	**Rate (*in U.S. Dollars*)**
Brief behavior status exam	Per 15 minutes	$14.66
In-depth assessment (new patient)	Per assessment	$125.00
Bio-psych assessment	Per assessment	$48.00
Treatment plan	Per event (1 per year)	$97.00
Treatment plan review	Per event (up to 4 per year)	$48.50
Individual session	Per 15 minutes	$18.33
Family session	Per 15 minutes	$18.33
Group session	Per 15 minutes	$6.67

FLORIDA NETWORK
OF CHILDREN'S ADVOCACY CENTERS

Certificate of Attendance

This certificate certifies that

Bernadette Hansen MH8651

Participated in the educational activity titled

The Florida Network of Children's Advocacy Centers: Krimes Against Kids Conference 2022

In Lake Buena Vista, FL on July 18-20, 2022

And is awarded **10.5** continuing education credits.

Sarah Catalanotto

Sarah Catalanotto, MPH, CTTS Executive Director • Suwannee River AHEC

Suwannee River Area Health Education Center, Inc. is a Florida Board of Nursing, Occupational Therapy, Speech-Language Pathology & Audiology, Psychology, Clinical Social Work, Marriage and Family Therapy, and Mental Health Counseling approved provider of continuing education. CE Broker Provider ID #50-1922.
This program meets the requirements for up to **13.5** contact hours.

ADVANCED BATTERER INTERVENTION FACILITATOR TRAINING-
RESEARCH-INFORMED STRATEGIES TO INCREASE ENGAGEMENT, PROMOTE EMPATHY
& DECREASE RECIDIVISM

***Fourteen* (14)** contact hours of continuing education (CE)*

Charlie Jackson

Nada Yorke, LCSW

Nada Yorke, LCSW-Experienced Facilitator
Yorke Consulting/ Correctional Counseling for Change

February 4, 2022

Date of Completion

Correctional Counseling for Change
"Unlocking Hope for Our Communities"

YORKE CONSULTING
...optimizing your organization's potential

satisfies requirements for PC 1203.098 for Batterer Intervention Program Facilitators

Certificate of Completion

This certifies that

Tiffany Fogleson

has successfully completed

Child Abuse and Mandatory Reporting

on

6/5/2022

Training Hours: 1.00

This certificate may not meet your organization or certification needs for continuing education. See your administrator or board for specific guidelines.

TF-CBT Training and Consultation: Confirmation of Completion

To: Bernadette Hansen

From: Alison Salloum, PhD, LCSW
National TF-CBT trainer
alisonsalloum@yahoo.com

Date: January 30, 2021

Bernadette Hansen participated in a three day TF-CBT training on May 27, 28 and 29, 2020 (8am-12pm each day; virtual training) as well as attended the follow-up consultation sessions below.

Dates; 9:00-10:00 am
1. August 14, 2020
2. August 28, 2020
3. September 11, 2020
4. September 25, 2020
5. October 9, 2020
6. November 6, 2020
7. November 20, 2020
8. December 4, 2020
9. January 15, 2021
10. January 29, 2021

Application: Sebring, Florida

Sarah Rogers - srogers@highlandsfl.gov
2023 CAC Center Application (Accreditation & Reaccreditation)

Summary

ID: 0000000032

Case Review and Coordination Standard

Completed - Oct 5 2022

Standard 7

STANDARD 7: Case Review and Coordination: A formal process in which multidisciplinary discussion and information sharing regarding the investigation, case status and services need by the child and family is to occur on a routine basis.

Component 7A:

Please reference where in the CAC/MDT's written documents criteria for case review and case review procedures is identified. Include the page and paragraph number below.

a. purpose of meetings;	Page 40; Paragraph 2
b. frequency of meetings;	Page 40; Paragraph 4
c. designated attendees;	Pages 40-41; Paragraphs 6-7
d. case selection criteria;	Page 41; Paragraph 2
e. process for adding cases to the agenda;	Page 41; Paragraph 2
f. designated facilitator and/or coordinator;	Page 42; Paragraph 2
g. mechanism for distribution of agenda and/or notification of cases to be discussed;	Page 41; Paragraph 3
h. procedures for follow-up recommendations to be addressed;	Page 43; Paragraphs 1 & 2
i. location of the meeting - may be in-person or virtual	Page 41; Paragraph 2

Required Attachment: Please upload the CAC/MDT's written protocols/guidelines.

If this information is already included in a previously uploaded attachment please list the attachment name and page number.

CAC Protocols; Pages 40-43

Component 7B:

Does the CAC have an intentional forum for the purpose of reviewing, collaborating and coordinating cases is conducted at least once a month?

Yes

Please describe the agenda and frequency of the case review.

Case reviews happen on the fourth Tuesday of every month and as needed for special considerations. Agenda is built around recent or recommended cases by the MDT, and there are typically seven time slots for cases to review.

Component 7C:

Do all of the following MDT partner agency representatives actively participating in case review? must include, at a minimum: Check all that apply

a) law enforcement	Yes
b) child protective services	Yes
c) prosecution	Yes
d) medical	Yes
e) mental health	Yes
f) victim advocacy, and	Yes
g) Children’s Advocacy Center	Yes

If any of the MDT partner agency representatives are routinely missing please explain who they are and why they do not routinely attend case review.

SAO attends when there are pending charges or when know they will see charges on a particular case. In cases where there is not chargeable criminal activity, where charges are not being pressed, or when law enforcement is not involved or have already closed the case, we do not require SAO to attend, as they will not be working those cases. Additionally, there are a subset of cases (human trafficking and child deaths) that are reviewed by the circuit's MDT instead of our CAC's MDT; those case reviews always attended by SAO, but the records for those monthly Case Reviews are maintained by our CPT providers.

Please explain how participation is tracked:

Participation is tracked with sign in sheets.

Required Document: Please upload recent Case Review Meeting sign-in sheets listing participants and corresponding agencies.

2022 Case Review Sign-in Sheets.pdf

Filename: 2022 Case Review Sign-in Sheets.pdf **Size:** 599.5 kB

Component 7D:

Does The CAC's case review process include:

Review of forensic interview outcomes	Yes
Discussion, planning and monitoring of the progress of the investigation	Yes
Review of medical evaluation findings	Yes
Discussion of child protection and other safety issues	Yes
Input for prosecution and sentencing decisions	Yes

Discussion of emotional support and treatment needs of children and family members and strategies for meeting those needs	Yes
Assessment of the family’s reaction and response to the child’s disclosure and involvement in the criminal justice and/or child protection systems	Yes
Review of criminal and civil (dependency) case updates and ongoing involvement with the child and family as well as disposition	Yes
Provisions for court education and court support and accompaniment	Yes
Discussion of issues of cultural relevance and needs unique to individual children and families, including issues pertaining to access to services	Yes
Ensuring that all children and families are afforded the legal rights and comprehensive services to which they are entitled	Yes
Discussion of how the CAC and MDT intervention is impacting the child and their family, including positive changes and challenges	Yes
	Yes

Please explain how CAC case review is an informed decision-making process.

Case review is an informed decision-making process with input from all MDT partner agency representatives - everyone has a turn at the table. All present provide a level of expertise and knowledge that is vital to the healing of our child victims and their families and to the investigative process. The MDT Case Reviews are facilitated by the MDT Coordinator/CAC Manager.

CASE REVIEW ATTENDANCE SIGN IN SHEET DATE: JUNE, 28, 2022

Confidentiality and Conflict of Interest Statement

Confidential information includes but is not limited to:

- Case information about the children and families served by the Multi-Disciplinary Team
- Client records and team decisions made relative to specific cases
- Information related to HIV/AIDS

By signing this acknowledgement, you confirm that:

- Confidential information will be held in the strictest confidence and will not be disclosed to any person or in any manner which is inconsistent with applicable policies and procedures with the Children's Advocacy Center or agency of employment (if applicable).
- The obligation to uphold confidentiality shall continue indefinitely, including all times after your association with the Children's Advocacy Center.
- Impermissible disclosure of confidential information may result in legal action, by or on behalf of the individual(s) impacted.
- Materials will not be duplicated without express written permission by the Children's Advocacy Center or the author of the materials.
- Information will not be removed from the Children's Advocacy Center without the express permission of the Manager.
- Information related to personal or prior relationships to any person working or being served by the Champion for Children Advocacy Center MDT requires immediate notification to the Children's Advocacy Center Manager and agency supervisor (if applicable).

NAME (PLEASE PRINT)	AGENCY	E-MAIL ADDRESS	PHONE#
Mercedes McNew ☐affing Facilitator	Ruth E. Handley Children's Advocacy Center of Highlands County	mmcnew@highlandsfl.gov	P: (863) 402-6860 F: (863) 402-6869
Shane Spencer appeared by phone	HCSO	sspencer@highlandssheriff.org	863-402-7274
John Anthony appeared by phone	CAC	janthony@highlandsfl.gov	863-402-7701
Lori Hollerich appeared by phone	DCF	Lori.hollerich@myflfamilies.com	863-402-7703
Jodi Griffin appeared by phone	DCF	Jodi.griffin@myflfamilies.com	863-402-6849
Laura Shedlock appeared by phone	CPT	Laura.shedlock@flhealth.gov	863-402-6847

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CASE REVIEW ATTENDANCE SIGN IN SHEET — DATE: JULY 26, 2022

Confidentiality and Conflict of Interest Statement

Confidential information includes but is not limited to:

- Case information about the children and families served by the Multi-Disciplinary Team
- Client records and team decisions made relative to specific cases
- Information related to HIV/AIDS

By signing this acknowledgement, you confirm that:

- Confidential information will be held in the strictest confidence and will not be disclosed to any person or in any manner which is inconsistent with applicable policies and procedures with the Children's Advocacy Center or agency of employment (if applicable).
- The obligation to uphold confidentiality shall continue indefinitely, including all times after your association with the Children's Advocacy Center.
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NAME (PLEASE PRINT)	AGENCY	E-MAIL ADDRESS	PHONE#
Mercedes McNew ☐affing Facilitator	Ruth E. Handley Children's Advocacy Center of Highlands County	mmcnew@highlandsfl.gov	P: (863) 402-6860 F: (863) 402-6869
appeared Julie Richardson by phone	CAC	jrichardson@highlandsfl.gov	863-402-6860
appeared John Anthony by phone	CAC	janthony@highlandsfl.gov	863-402-7701
appeared Arianna De Arce by phone	HCSO	Adearce@highlandssheriff.org	863-402-7353
appeared Jennifer Velez by phone	HCSO	jvelez@highlandssheriff.org	863-402-7341
appeared Laura Shedlock by phone	CPT	Laura.shedlock@flhealth.gov	863-402-6847

Charlie Jackson	appeared by phone	CHS/ MH	Charlie.jackson@chsfl.org	863-402-6837
Bernadette Hansen	appeared by phone	CAC/MH	bhansen@highlandsfl.gov	863-402-6523
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CASE REVIEW ATTENDANCE SIGN IN SHEET DATE:AUGUST 23, 2022

Confidentiality and Conflict of Interest Statement

Confidential information includes but is not limited to:

- Case information about the children and families served by the Multi-Disciplinary Team
- Client records and team decisions made relative to specific cases
- Information related to HIV/AIDS

By signing this acknowledgement, you confirm that:

- Confidential information will be held in the strictest confidence and will not be disclosed to any person or in any manner which is inconsistent with applicable policies and procedures with the Children's Advocacy Center or agency of employment (if applicable).
- The obligation to uphold confidentiality shall continue indefinitely, including all times after your association with the Children's Advocacy Center.
- Impermissible disclosure of confidential information may result in legal action, by or on behalf of the individual(s) impacted.
- Materials will not be duplicated without express written permission by the Children's Advocacy Center or the author of the materials.
- Information will not be removed from the Children's Advocacy Center without the express permission of the Manager.
- Information related to personal or prior relationships to any person working or being served by the Champion for Children Advocacy Center MDT requires immediate notification to the Children's Advocacy Center Manager and agency supervisor (if applicable).

NAME (PLEASE PRINT)	AGENCY	E-MAIL ADDRESS	PHONE#
Mercedes McNew Staffing Facilitator	Ruth E. Handley Children's Advocacy Center of Highlands County	mmcnew@highlandsfl.gov	P: (863) 402-6860 F: (863) 402-6869
appeared Julie Richardson by phone	CAC	jrichardson@highlandsfl.gov	863-402-6860
appeared John Anthony by phone	CAC	janthony@highlandsfl.gov	863-402-7701
appeared Victor Garcia- Herreros by phone	CAC	vmgarcia@highlandsfl.gov	863-402-6879
appeared Jennifer Velez by phone	HCSO	jvelez@highlandssheriff.org	863-402-7341
appeared Laura Shedlock by phone	CPT	Laura.shedlock@flhealth.gov	863-402-6847

appeared Stuart Troutman by phone	LPPD	Lppd.st@gmail.com	863-699-3757
appeared Linda Burnett by phone	DCF	Linda.burnett@myflfamilies.com	863-402-7714
appeared Tayla DeSilva by phone	SPD	tayladesilva@mysebring.com	863-471-5181
appeared Melanie Ramos by phone	DCF	Melanie.ramos1@myflfamilies.com	863-402-7716
appeared Brandy Queen by phone	DCF	Brandy.queen@myflfamilies.com	863-402-7718
appeared Tawnya White by phone	DCF	Tawnya.White@myflfamilies.com	863-589-0424
appeared by phone			
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CASE REVIEW ATTENDANCE SIGN IN SHEET

DATE: 01/28/2022

Confidentiality and Conflict of Interest Statement

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- Client records and team decisions made relative to specific cases
- Information related to HIV/AIDS

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NAME (PLEASE PRINT)		AGENCY	E-MAIL ADDRESS	PHONE#
Sarah Beth Rogers ☑ Staffing Facilitator		Ruth E. Handley Children's Advocacy Center of Highlands County	srogers@highlandsfl.gov	P: (863) 402-6845 F: (863) 402-6869
Mercedes McNew	appeared by phone	CAC	mmcnew@highlandsfl.gov	x48600
John Anthony	appeared by phone	CAC	janthony@highlandsfl.gov	x7701
Laura Shedlock	appeared by phone	CPT - CHS		
Deborah Stubbs	appeared by phone	DCF		863-838-1422
~~Briceyda~~ Charlie ~~Richardson~~ Jackson	appeared by phone	CHS-Therapy	charlie.jackson@chsfl.org	
Lori Hollerich	appeared by phone	DCF		
Shane Spencer	appeared by phone	HCSO		

Ashley Fielder	appeared by phone	DCF		863-632-0503
Megnan Williams	appeared by phone	HCSO		863-991-5835
Bernadette Hansen	appeared by phone	CAC		
	appeared by phone			
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CASE REVIEW ATTENDANCE SIGN IN SHEET

DATE: February 22, 2022

Confidentiality and Conflict of Interest Statement

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Sarah Beth Rogers ☐ Staffing Facilitator		Ruth E. Handley Children's Advocacy Center of Highlands County	srogers@highlandsfl.gov	P: (863) 402-6845 F: (863) 402-6869
Jamie Davidson	appeared by phone	HCSO-SVU	jdavidson@highlandssheriff.org	x7322
Meghan Williams	appeared by phone	HCSO-SVU	mewilliams@highlandssheriff.org	x7341
Stephanie Castellanos	appeared by phone	GF4K		
Melanie Ramos	appeared by phone	DCF		
Victor Garcia-Herreros	appeared by phone	CAC		
Sadie McNew	appeared by phone	CAC		
Laura Shedlock	appeared by phone	CAS - CPT		

Bernadette Hansen	appeared by phone	CAC		
Deborah Stubbs	appeared by phone	DCF		
Jakayla Mosely	appeared by phone	DCF		
Linda Burnett	appeared by phone	DCF		
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CASE REVIEW ATTENDANCE SIGN IN SHEET

DATE: 03/28/2022

Confidentiality and Conflict of Interest Statement

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Sarah Beth Rogers ☐ Staffing Facilitator	Ruth E. Handley Children's Advocacy Center of Highlands County	srogers@highlandsfl.gov	P: (863) 402-6845 F: (863) 402-6869
Alex Brock — appeared / by phone			
John Anthony — appeared / by phone			
Mercedes McNew — appeared / by phone			
Victor Garcia-Herreros — appeared / by phone			
Charise Jackson — appeared / by phone			
Bernadette Hanson — appeared / by phone			
Ashanti Wilson — appeared / by phone			

Laura Shedlock	appeared by phone			
Shane Spencer	appeared by phone			
Shannon Forgit	appeared by phone			
Jeff Reinhart	appeared by phone			
Jodi Griffin	appeared by phone			
Jakayla Mosely	appeared by phone			
Jennifer Velez	appeared by phone			
Arianna DeArce	appeared by phone			
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CASE REVIEW ATTENDANCE SIGN IN SHEET DATE: 4/26/2022

Confidentiality and Conflict of Interest Statement

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Sarah Beth Rogers ☐ Staffing Facilitator		Ruth E. Handley Children's Advocacy Center of Highlands County	srogers@highlandsfl.gov	P: (863) 402-6845 F: (863) 402-6869
John Anthony	appeared by phone	CAC		x7701
Sadie McNew	appeared by phone	CAC		x16860
Jamie Davidson	appeared by phone	SVU		7322 x~~16879~~
Victor Garcia-Herrros	appeared by phone	CAC		6879 x~~7353~~
Arianna De Arce	appeared by phone	SVU		x7353
Marcy Rice	appeared by phone	DCF		843-860 9775
Laura Shedlock	appeared by phone	CPT		

Jakayla Mosley	appeared by phone	DCF		
Jennifer Velez	appeared by phone	SVU		
Bernadette Hansen	appeared by phone	CAC		
Jodi Miller	appeared by phone	DCF		
Odaeys OMalley	appeared by phone	SPD		
Melanie Ramos	appeared by phone	DCF		
Brandy Queen	appeared by phone	DCF		
Alex Brock	appeared by phone	HCSO		
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CASE REVIEW ATTENDANCE SIGN IN SHEET

DATE: 5/24/2022

Confidentiality and Conflict of Interest Statement

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- Case information about the children and families served by the Multi-Disciplinary Team
- Client records and team decisions made relative to specific cases
- Information related to HIV/AIDS

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Sarah Beth Rogers ☐ Staffing Facilitator	Ruth E. Handley Children's Advocacy Center of Highlands County	srogers@highlandsfl.gov	P: (863) 402-6845 F: (863) 402-6869
Victor Garcia-Herreros - FA ~~appeared~~ ~~by phone~~	CAC	vmgarcia@highlandsfl.gov	
Shane Spencer ~~appeared~~ ~~by phone~~	HCSO - SVU	skspencer@highlandssheriff.org	
Laura Shedlock appeared (by phone)	CHS - CPT		
Lori Hollerich appeared (by phone)	DCF - CPI	lori.hollerich@myflfamilies.com	
Brandy Queen appeared (by phone)	DCF - Supervisor	brandy.queen@myflfamilies.com	
John Anthony - FA ~~appeared~~ ~~by phone~~	CAC	janthony@highlandsfl.gov	x7701
Ashanti Wilson appeared (by phone)	DCF - CPI	ashanti.wilson@myflfamilies.com	

Melanie Ramos	appeared (by phone)	DCF – CPI		
Mercedes McNew	appeared (by phone)	CAC	mmcnew@highlandsfl.gov	x68160
Bernadette Hansen	appeared by phone	CAC – MH	bhansen@highlandsfl.gov	x6523
	appeared by phone			
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Application: Sebring, Florida

Sarah Rogers - srogers@highlandsfl.gov
2023 CAC Center Application (Accreditation & Reaccreditation)

Summary

ID: 0000000032

Case Tracking

Completed - Oct 5 2022

Standard 8

STANDARD 8: Case Tracking: Children's Advocacy Centers must develop and implement a system for monitoring case progress and tracking case outcomes for all MDT components.

Component 8A:

Does the CAC/MDT's written protocol/guidelines include tracking case information until final civil and/or criminal disposition?

Yes

Required Attachment: Please upload written protocol/guidelines

Please include the page number and paragraph number where the information above is referenced.

Page 44; Paragraph 3

If this document was previously uploaded please include the document name and page number where the information above is referenced.

CAC Protocols; Page 44

Component 8B:

Does the CAC track and minimally able to retrieve all required NCA Statistical Information?

Yes

NCA statistical information minimally includes the following data: Check all that apply:

a. demographic information about the child and family;	Yes
b. demographic information about the alleged offender;	Yes
c. type(s) of abuse;	Yes
d. relationship of alleged offender to child;	Yes
e. MDT involvement and outcomes;	Yes
f. charges filed and case disposition in criminal court;	Yes
g. child protection outcomes; and	Yes
h. status/follow-through of medical and mental health referrals.	Yes

Please upload your most recent NCA Statistical Data submission if applicable.

July-December 2021.pdf

Filename: July-December 2021.pdf **Size:** 70.5 kB

If new application with no prior NCA statistical submission, explain how each data point listed above is tracked and retrieved.

N/A

Component 8C:

Who is the designated individual identified to implement the case tracking process?

CAC Manager

Component 8D:

Please describe how the CAC/MDT's written protocols/guidelines outline how MDT partner agencies can access case-specific information and aggregate data for quality assurance, quality improvement, funding and research purposes.

The CAC manager or their designee will generate and disseminate aggregate data reports for all MDT members. MDT members may request case-specific or aggregate data. Information may be requested from the CAC manager, or designee, from an MDT partner for the purpose of quality assurance, quality improvement, funding, or for research purposes.

Component 8E:

What mechanism is used for collecting client feedback to inform client service delivery?

OMS survey system

Does the CAC use OMS initial caregiver survey? Note: Active use of this the (OMS) Caregiver Survey provides an effective measurement for meeting this standard.

Yes

Does The CAC use the OMS Caregiver Follow-up Survey? Note: Active use of this system provides an effective measurement for meeting this standard.

Yes

Please upload document demonstrating collection of client feedback.

Q3 OMS Survey Results_Comparable.xlsx

Filename: Q3 OMS Survey Results_Comparable.xlsx **Size:** 30.3 kB

NCA Statistical Data Form for Accredited and Member Programs

July - December 2021

Organization Name: The Ruth E. Handley Children's Advocacy Center of
Organization Address: 1968 Sebring Parkway, Sebring, FL 33870
Primary Contact: CAC Stats Submitter
Contact Information:

Total number of children served:	77
Gender of children:	
Male	15
Female	62
Undisclosed	0
Age of children at first contact:	
0-6 years	22
7-12 years	28
13-18 years	27
Undisclosed	0
Total number of alleged offenders:	66
Relationship of alleged offender to child:	
Parent	26
Stepparent	0
Other Relative	12
Parent's boyfriend/girlfriend	3
Other known person	23
Unknown	2
Age of alleged offenders:	
Under 13	6
Age 13 to 17	10
Age 18+	39
Alleged Offender Age Undisclosed	11
Types of abuse reported:	
Sexual Abuse	48
Physical Abuse	15
Neglect	1

Witness to Violence	7
Drug Endangerment	0
Other	6

Race or ethnicity of total children seen:	
White	31
Black/African American	13
Hispanic/Latino	24
American Indian/Alaska Native	0
Asian/Pacific Islander	0
Other	0
Undisclosed	9

Number of the children receiving services:	
Medical Exam/Treatment	11
Counseling Therapy	28
Referral to Counseling Therapy	30
Onsite Forensic Interviewing	45
Offsite Forensic Interviewing	1

Child Protective Services dispositions information:	
Founded / reason to believe	11
Administrative closure	0
Moved	0
Unable to determine	5
Unfounded / ruled out	1
Other reason for closure	1

Law Enforcement Disposition-Number of cases where charges were filed:	8

Prosecution Disposition/Results:	
Number of cases accepted for prosecution	8
Number of convictions	1
Number of pleas	0
Number of acquittals	0

Other Services Provided By CAC (tracked in NCAtrak):	Children	Adults	Unknown Age	Total
Case Management/Coordination (tracked in NCAtrak)	0	0	0	0
Prevention (tracked in NCAtrak)	0	30	0	30
Other Categories (tracked in NCAtrak)	0	0	0	0

Other Services Provided By CAC (not tracked in NCAtrak):	Children	Adults	Unknown Age	Total
Case Management/Coordination (not tracked in NCAtrak)	0	0	0	0
Prevention (not tracked in NCAtrak)	0	30	0	30
Other Categories (not tracked in NCAtrak)	0	0	0	0

Application: Sebring, Florida

Sarah Rogers - srogers@highlandsfl.gov
2023 CAC Center Application (Accreditation & Reaccreditation)

Summary

ID: 0000000032

Organizational Capacity

Completed - Oct 6 2022

Standard 9

STANDARD 9: Organizational Capacity: A designated legal entity responsible for program and fiscal operations has been established and implements basic sound administrative policies and procedures.

Component 9A:

Please indicate the structure of your CAC.

Government Based CAC

Required Attachment:

- **If 501c3 or under umbrella agency: Please upload IRS Letter and Non-Profit Corporate Certificate from State**
- **If Government or Tribal-based agency : Please upload MOU between CAC Advisory Board and governing agency**

Visio-HCBCC Org September 1 2022.pdf

Filename: Visio-HCBCC Org September 1 2022.pdf **Size:** 206.6 kB

Component 9B:

Does the CAC maintain, at a minimum, current general commercial liability, professional liability, Directors and Officers liability, and cyber liability as appropriate for its organization?

Yes

Required Attachment: Please upload Certificates of Insurance

Highlands Co Pkg Policy 21-22 - Copy.pdf

Filename: Highlands Co Pkg Policy 21-22 - Copy.pdf **Size:** 9.0 MB

Component 9C:

Does the CAC have written administrative policies and procedures that apply to staff, board members, volunteers and clients?

Note: these will be reviewed by site reviewers on the date of the review.

Yes

Do the written policies and procedures that govern the CAC administrative operations include, at a minimum? check all that apply:

Job descriptions	Yes
Anti-discrimination policy	Yes
Conflict of interest policy	Yes
Whistleblower policy	Yes
Social media use policy	Yes
Accounting policies and procedures that demonstrate adequate internal controls and segregation of duties	Yes
Credit card usage policy	Yes
Code of conduct	Yes
Child protection policies, including the obligation to report abuse	Yes
Emergency response policies	Yes
Building security and safety policy and procedures	Yes
Anti-Violence in the Workplace policy	Yes
Weapons on premises policies and procedures	Yes
Drug usage policy	Yes
Smoke-free environment	Yes
Document retention and destruction policies	Yes
Data security policies	Yes
Confidentiality policies — HIPAA requirements	Yes

Attachment: Please upload the CAC's Policy and Procedure Manual

Personnel Rules Regulations Revised 12.15.2020 (ADA no Forms).pdf

Filename: Personnel Rules Regulations Revised 12.15.2020 (ADA no Forms).pdf **Size:** 1.0 MB

If there are website links to any of the policies/procedures please paste them in the space below.

(No response)

Component 9D:

Does the CAC have Board-approved financial statements (Budget less than $200,000), an annual independent financial review (Budget exceeds $200,000 but is less than $750,000) or financial audit (Budget is equal to or exceeds $750,000)?

Yes

Required Attachment: Please upload

- **Budget under $200,000: Board-approved Statements**
- **Budget $200,000 - $750,000: Financial Review**
- **Budget $750,000 or more: Financial Audit**

SINGLE AUDIT_CAC OF HIGHLANDS COUNTY.pdf

Filename: SINGLE AUDIT_CAC OF HIGHLANDS COUNTY.pdf **Size:** 12.5 MB

Component 9E:

Does the CAC have written screening policies for staff, board members, and volunteers that include criminal background, sex offender registration, and child abuse registry checks? Check all that apply:

a) Criminal Background	Yes
b) Sex offender registration	Yes
c) Child Abuse registry	Yes

Does the CAC demonstrate compliance with their written screening policies? Does the CAC provide training and supervision to staff and volunteers regarding these policies?

Yes

Please explain how the CAC, in discussion with the board and MDT, determines what is a disqualifying finding in a background check.

The Highlands County Board of County Commissioners' HR Department submits a Level II background check. The applicant can have NO criminal history, NO negative remarks from previous employers and must have a clean drug test.

Please explain how the CAC complies with these policies and who is responsible for compliance.

The Highlands County Board of County Commissioners Human recourses Department is responsible for compliance.

Required Attachments: Please upload written screening policies for staff and volunteers . Documentation demonstrating compliance with written policies.

Background Screening.pdf

Filename: Background Screening.pdf **Size:** 42.4 kB

If this attachment was previously uploaded please list the document name and page number where the information can be found.

(No response)

Component 9F:

Does the CAC have a written Succession Plan to insure the orderly transition and continuance of operation of the CAC?

Yes

Please identify where in the written Succession plan the required components listed below can be found. Include the page and paragraph number in the space provided below.

f. Temporary staffing strategies,	Page 3; Section 2
g. Long-term and/or permanent leadership replacement procedures,	Page 5; Section 1
h. Cross-training plan,	Page 3; Section 5
i. Financial considerations,	Page 7; Section 4
j. Communication plan	Page 4; Section 3

Required Attachment: Please upload written Succession Plan

Succession Plan 2022.docx

Filename: Succession Plan 2022.docx **Size:** 39.1 kB

Component 9G:

Has the CAC addressed its sustainability through the implementation of a current strategic plan?

Yes

Has the Strategic Plan been approved by the governing entity of the CAC?

Yes

When was the Strategic Plan adopted?

2022

Required Attachment: Please upload current and approved Strategic Plan

Strategic Plan 2022.pdf

Filename: Strategic Plan 2022.pdf **Size:** 67.6 kB

Component 9H:

Does the CAC promote employee well-being by providing staff with each of the required components?

a) training and resources regarding the effects of vicarious trauma	Yes
b) providing techniques for building resiliency to its employees	Yes
c) maintaining organizational and supervisory strategies to address vicarious trauma and its impact upon staff.	Yes

Please explain how the CAC is providing these elements.

The CAC has a staff member certified in Compassion Fatigue and all staff members have participated in training. This training is also offered to all MDT members.

Component 9I:

Does the CAC promote MDT well-being by providing access to training and resources on vicarious trauma and building resiliency to MDT members?

Yes

Please explain how the CAC is providing these elements.

The CAC's mental health therapist is certified in fatigue and vicarious trauma. Training is available upon request for vicarious trauma. Additionally, the CAC has recently hired a Victim Services Specialist whom will be trained in other forms vicarious trauma and will be available to provide trainings for our MDT partners and members. The CAC also offers "sponsored spots" to members of the MDT to trainings and or conferences as they are scheduled.

Comprehensive Annual Financial Report Fiscal Year Ended September 30, 2020

HIGHLANDS COUNTY, FL

Sebring • Lake Placid • Avon Park



Comprehensive Annual Financial Report Fiscal Year Ended September 30, 2020



HIGHLANDS COUNTY, FL

Sebring • Lake Placid • Avon Park

Highlands County is located in the heart of Florida. With Tampa to the west, Orlando to the north, Miami to the south and the Treasure Coast to the east, Highlands County is right in the middle of it all. Whether revving your engines at Sebring International Raceway or enjoying a morning at Highlands Hammock State Park, there is something for everyone. Various attractions including art museums, theaters, lakes, golf courses, and parks make Highlands County the perfect destination for any visitor. Its inland location in the beautiful Sunshine State is paired with excellent connectivity to Florida's metro markets and a robust regional workforce. When considering these many benefits, along with the picturesque hometowns of Sebring, Avon Park, and Lake Placid, it is evident that Highlands County is an amazing place to call home!

HIGHLANDS COUNTY, FLORIDA

COMPREHENSIVE ANNUAL FINANCIAL REPORT

YEAR ENDED SEPTEMBER 30, 2020

PREPARED BY THE OFFICE OF ROBERT W. GERMAINE
CLERK OF COURTS

SALLY B. HOOD
DIRECTOR OF ACCOUNTING

HIGHLANDS COUNTY, FLORIDA
TABLE OF CONTENTS
YEAR ENDED SEPTEMBER 30, 2020

INTRODUCTORY SECTION

Principal Officials 1
Letter of Transmittal 2
Certificate of Achievement for Excellence in Financial Reporting 9
Organizational Chart 10

FINANCIAL SECTION

Independent Auditors' Report 11
Management's Discussion and Analysis 14
Basic Financial Statements
Government-Wide Financial Statements:
Statement of Net Position 26
Statement of Activities 27
Fund Financial Statements:
Balance Sheet – Governmental Funds 28
Reconciliation of Fund Balances for Governmental Funds to Net Position of Governmental Activities – Governmental Funds 29
Statement of Revenues, Expenditures and Changes in Fund Balances – Governmental Funds 30
Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of Governmental Funds to the Statement of Activities 31
Statement of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual – General Fund 32
Statement of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual – County Transportation Trust Fund 33
Statement of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual – Istokpoga Marsh Watershed Improvement District Fund 34
Statement of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual – Local Government Infrastructure Surtax Fund 35
Statement of Net Position – Proprietary Funds 37
Statement of Revenues, Expenses and Changes in Net Position – Proprietary Funds 39
Statement of Cash Flows – Proprietary Funds 40
Statement of Fiduciary Net Position – Agency Funds 42
Notes to Financial Statements 43

FINANCIAL SECTION (CONTINUED)

Required Supplementary Information

Modified Approach for Infrastructure Assets 100

Schedule of Changes in the County's Total OPEB Liability and Related Ratios 101

Schedule of the County's Proportionate Share of the Net Pension Liability – Florida Retirement System Pension Plan 102

Schedule of the County's Contributions – Florida Retirement System Pension Plan 103

Schedule of the County's Proportionate Share of the Net Pension Liability – Health Insurance Subsidy Pension Plan 104

Schedule of the County's Contributions – Health Insurance Subsidy Pension Plan 105

Combining and Individual Fund Statements and Schedules

Schedule of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual – General Fund 106

Other Major Governmental Fund Description 109

Schedule of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual – Highlands County Infrastructure Sales Surtax Refunding Revenue Note (HCISSR Construction) Fund 110

Nonmajor Governmental Funds Descriptions 111

Combining Balance Sheet – Nonmajor Governmental Funds 117

Combining Statement of Revenues, Expenditures and Changes in Fund Balances – Nonmajor Governmental Funds 124

Budgetary Comparison Schedules:

Lake Placid Sun-N-Lake Estates Fire District Fund 131

DeSoto City Special Benefit Fire District Fund 132

Orange Villa Special Benefit District Fund 133

Hickory Hills Special Benefit District Fund 134

Placid Lakes Special Benefit District Fund 135

Sebring Country Estates Special Benefit District Fund 136

Avon Park Estates Special Benefit District Fund 137

Highlands Lakes Special Tax District Fund 138

Highlands Park Special Benefit Fire District Fund 139

FINANCIAL SECTION (CONTINUED)

Combining and Individual Fund Statements and Schedules (Continued)

Budgetary Comparison Schedules (Continued):

Highlands Park Estates Improvement Trust Fund 140
Leisure Lakes Special Benefit Fire District Fund 141
Sebring Hills Special Benefit District Fund 142
Red Hill Farms Improvement District Fund 143
E911 Emergency Operations Fund 144
Hospital District Fund 145
Orange Blossom Estates Special Benefit District Fund 146
Sun-N-Lakes of Lake Placid Recreation District Fund 147
Conservation Trust Fund 148
Intergovernmental Radio Communications Fund 149
Sebring Acres Special Benefit District Fund 150
Orange Blossom (Unit 12) Special Benefit District Fund 151
Lake Haven Estates Special Benefit District Fund 152
Lorida Special Benefit Fire District Fund 153
Lake Placid Special Benefit Fire District Fund 154
Law Enforcement Education Fund 155
Building Code Enforcement 156
Florida Boating Improvement Fund 157
Special Law Enforcement Trust Fund 158
Highway Park Special Benefit District Fund 159
Community Development Block Grant Fund 160
Affordable Housing Assistance Trust Fund 161
Sun-N-Lakes 1 - 20 Improvement Trust 162
Highlands Park Estates Special Benefit District Fund 163
West Sebring Special Benefit Fire District Fund 164
Driver Education Safety Trust Fund 165
Tourist Development Agency Fund 166
Domestic Violence Training Fund 167
Fire Inspection and Safety Fund 168

FINANCIAL SECTION (CONTINUED)

Combining and Individual Fund Statements and Schedules (Continued)

Budgetary Comparison Schedules (Continued):

Venus Special Benefit Fire District Fund 169
Sebring Parkway Maintenance Fund 170
State Court Facilities Trust Fund 171
Innovations and Supplemental Courts Funding Trust Fund 172
Crime Prevention Fund 173
Court Tech 28.24(12)(e)1 Fund 174
Home Initiatives Partnership Fund 175
Placid Lakes Fire Special Benefit District Fund 176
Oak Manor Avenue Road Paving fund 177
Court Services Fund 178
Impact Fee - Parks and Recreation - Avon Park 179
Impact Fee - Correctional Facilities 180
Impact Fee - Fire 181
Impact Fee - Libraries 182
Impact Fee - Law Enforcement 183
Impact Fee - Emergency Medical Services 184
Thunderbird Hill Waste Water Special Benefit District 185
Highlands County Fire Protection Special Benefit District 186
Highlands County Public Improvement Revenue Note Fund (HCPIRN Construction) Fund 187

Internal Service Funds Descriptions 188
Combining Statement of Net Position – Internal Service Funds 189
Combining Statement of Revenues, Expenses and Changes in Net Position – Internal Service Funds 190
Combining Statement of Cash Flows – Internal Service Funds 191
Trust and Agency Funds Descriptions 192
Combining Statement of Fiduciary Net Position – Agency Funds 193
Statement of Changes in Assets and Liabilities – Agency Funds 194

HIGHLANDS COUNTY, FLORIDA
TABLE OF CONTENTS (CONTINUED)
YEAR ENDED SEPTEMBER 30, 2020

STATISTICAL SECTION

Statistical Section	197
Net Position by Components	198
Changes in Net Position	199
Fund Balances, Governmental Funds	202
Change in Fund Balances, Governmental Funds	203
Taxable Value and Actual Value of Property	204
Direct and Overlapping Property Tax Rates	205
Principal Property Tax Payers	206
Property Tax Levies and Collections	207
Ratios of General Bonded Debt Outstanding	208
Overlapping Governmental Activities Debt	209
Pledged-Revenue Coverage	210
Demographic and Economic Statistics	211
Principal Employers	212
Full-Time Equivalent County Government Employees by Function	213
Operating Indicators by Function	214
Capital Assets by Function	217

COMPLIANCE SECTION

Schedule of Expenditures of Federal Awards and State Financial Assistance	218
Notes to Schedule of Expenditures of Federal Awards and State Financial Assistance	221
Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*	222
Independent Auditors' Report on Compliance for Each Major Federal Program and State Project and Report on Internal Control Over Compliance Required by the Uniform Guidance and Chapter 10.550, Rules of the Auditor General of the State of Florida	224
Schedule of Findings and Questioned Costs	227
Management Letter	230
Independent Accountants' Report	232

HIGHLANDS COUNTY, FL

Sebring • Lake Placid • Avon Park

INTRODUCTORY SECTION



HIGHLANDS COUNTY, FLORIDA
PRINCIPAL OFFICIALS
YEAR ENDED SEPTEMBER 30, 2020

BOARD OF COUNTY COMMISSIONERS
William Ron Handley
Chairperson
(District 3)

James L. (Jim) Brooks
(District 1)

Arlene Tuck
(District 4)

Don Elwell
(District 2)

R. Greg Harris
(District 5)

COUNTY ADMINISTRATOR
Randy Vosburg

CLERK OF COURTS
and
CHIEF FINANCIAL OFFICER
Robert W. Germaine

TAX COLLECTOR
Eric T. Zwayer

PROPERTY APPRAISER
C. Raymond McIntyre

SHERIFF
Paul Blackman

SUPERVISOR OF ELECTIONS
Penny Ogg

COUNTY ATTORNEY
Joy Cook Carmichael

SENIOR DIRECTOR
BUSINESS SERVICES
Jerome Kaszubowski

DIRECTOR OF ACCOUNTING
Sally B. Hood

INDEPENDENT AUDITORS
CliftonLarsonAllen LLP

Jerome Kaszubowski
Clerk of Circuit Court & Comptroller
Highlands County, Florida

CLERK OF CIRCUIT COURT
CLERK OF COUNTY COURT
COUNTY AUDITOR
COUNTY RECORDER
CLERK TO THE BOARD OF COUNTY COMMISSIONERS

590 S COMMERCE AVE
SEBRING FL 33870-3867
PHONE (863) 402-6565
FAX (863) 402-6768

March 2, 2021

Honorable Members of the Board of County Commissioners,
Constitutional Officers and Citizens of Highlands County, Florida:

I am pleased to present to you the Comprehensive Annual Financial Report (CAFR) of Highlands County, Florida (County), for the fiscal year ended September 30, 2020.

This report was prepared in accordance with generally accepted accounting principles (GAAP) by the Clerk of Courts' Accounting Division. Responsibility for both the accuracy of the presented data and the completeness and fairness of the presentation, including all disclosures, rests with the Clerk of Courts as Chief Financial Officer of Highlands County.

We believe the data, as presented, is accurate in all material respects and is presented in a manner designed to fairly set forth the financial position and results of operations of the County, as measured by the financial activity of its various funds. In addition, all disclosures necessary to enable the reader to gain a thorough understanding of the County's financial affairs have been included.

REPORT FORMAT

This report is intended to provide informative and relevant financial information for the citizens of the County, Board Members, investors, creditors, and other concerned readers. This CAFR is a countywide report, which discloses the combined results of operations for the Board of County Commissioners, Clerk of Courts, Property Appraiser, Tax Collector, Sheriff, and Supervisor of Elections. This report includes all funds and activities of governmental operations where the Board of County Commissioners is financially accountable, the exclusion of which would render the financial statements misleading or incomplete. The County provides a full range of services and this report includes all activities of the County.

The Highlands County District School Board, the Highlands County Hospital District, the South Florida Water Management District, and the Southwest Florida Water Management District have not met the established criteria for inclusion in the reporting entity and, accordingly, are excluded from this report.

In accordance with GAAP, this CAFR includes a narrative introduction from management, in the form of Management's Discussion and Analysis (MD&A), which provides an overview and analysis to accompany the basic financial statements. This letter of transmittal is designed to complement MD&A and should be read in conjunction with it. The County's MD&A can be found immediately following the report of the independent auditors. The remainder of this letter provides an overview of the local economy and a report on some of the County's current and future initiatives.

County Profile

Highlands County is a non-charter county established under the Constitution and laws of the State of Florida. Established on April 23, 1921 from a segment of DeSoto County, Highlands County is Florida's 56th county. The County is located in the south-central part of Florida and is within close proximity to all major attractions and ports. Over 86% of the state's population is within a two-hour radius of the County. The County encompasses 1,029 square miles of the state's heartland that includes 78 square miles of water. The resident population served is estimated to be approximately 104,834, which includes the unincorporated County and three municipalities - the City of Avon Park, the City of Sebring and the Town of Lake Placid. According to the Florida Legislature's Office of Economic and Demographic Research, Highlands County is Florida's 36th most populous county.

The County operates under a commission form of government. The citizens of the County elect a five-member Board of County Commission to serve as the legislative body for the County. The County Commissioners appoint a County Administrator who is responsible for the operation of all County departments. The citizens of the County also elect a Clerk of Courts, Property Appraiser, Tax Collector, Sheriff, and Supervisor of Elections.

The Board of County Commissioners, as the legislative body, budgets and provides the funding used by the County departments and the separate Constitutional Officers, with the exception of fees collected by the Clerk of Courts, Property Appraiser and Tax Collector. Under the direction of the Clerk of Courts, the Clerk's Business Services Department maintains the accounting system for the Board of County Commissioners' operations. The Clerk of Courts, Property Appraiser, Tax Collector, Sheriff, and Supervisor of Elections each maintain a separate accounting system; however, the operations of each agency have been combined for presentation in this report.

Economic Condition

Citrus and cattle operations, both beef and dairy, provide the primary source of economic activity within the County. Florida's citrus production in 2019-2020 was 73.2 million boxes, down 5 percent from the previous season. Highlands County ranked third in the State in citrus production with 10.3 million boxes of fruit and ranked second in the state for number of beef cattle, with approximately 120,000 head, on 191,656 acres of designated pastureland. The economic impact of the cattle industry is a significant driver in the market with livestock sales totaling $25,959,000 for Highlands County. There are approximately 375,798 acres of farmland in the county.

Tourism also plays a vital role in the local economy. With over 100 lakes, Highlands County is home to both recreational and tournament fishing, as well as recreational boating and skiing. The 12 Hours of Sebring endurance race, North America's longest running and most prestigious road race, provides a great opportunity for racing enthusiasts. The race, which is traditionally held annually in March at the Sebring International Raceway, celebrated 69 years of racing in November 2020, due to the COVID-19 pandemic.

The local economy continued expanding in 2020. For the sixth consecutive year, overall property values improved, up 4.46% for the year. Building permits issued totaled 7,014, a 2.84% increase for the fiscal year. Foreclosure cases were 107, an average decrease of 57.7% from last fiscal year, as a result of the State's foreclosure moratorium from April to September 2020. The unemployment rate in Highlands County was 5.9% at fiscal-year end, an increase of 1.6% from the prior year, as a result of the COVID-19 pandemic.

Major Initiatives

During the 2019-2020 fiscal year, asset and infrastructure project expenditures were as follows:

Description		Amount
ADA Improvements to County	$	70,307
Administrative Office Space Remodel		27,546
Annex Building Roof		1,218
Children's Advocacy Center		79,805
City of Avon Park, Donaldson Park Playground Equipment		48,065
Clerk of Courts, EDP & Capital Projects		815,526
Erosion Control Watershed Project for Catfish Creek and Josephine Creek		458,652
EOC Building Remodel		1,425
Extension Office Remodel		232
Fire/EMS Administration Building		51,615
Government Center Fire Alarm System		20,322
Government Center Roof		209,763
HVAC Improvements, County Facilities		752,226
Improvements to Roads and Streets		3,245,291
Information Technology Equipment		5,335
Lake June Park Renovation Phase I		277,700
Lake Placid Health Department Roof		27,563
Land Purchase		5,700
New Animal Control Operation Building		30,451
New Traffic Operations Building		11,095
Parks and Recreation Equipment		67,377
Public Safety Equipment		327,767
Pump Test Pit for Firetrucks		7,382
Road and Bridge Equipment		1,212,474
Road and Bridge Unit 1 Barn Refurbish		120,494
Road and Bridge Unit 3 Barn Refurbish		19,501
Sheriff's Office, Concrete Slab for New Driveway at Law Enforcement Building		3,878
Sheriff's Office, Detention Reconfiguration		392,095
Sheriff's Office, Remodel for Probation & Parole		5,658
Spring Lake Improvement District, Dog Park Restroom		42,000
Sun 'n Lake Racquet Club Expansion Phase I		94,706
Vehicles		761,500
Total	$	9,194,669

CIRCUIT & COUNTY COURT HIGHLANDS COUNTY FLORIDA

The major initiatives have been funded through a one-cent local option sales surtax for the purpose of financing, planning, and constructing infrastructure. The surtax was originally approved on August 22, 1989 for fifteen years (November 1, 1989 – October 31, 2004) and extended by the electorate of Highlands County on July 20, 1999 for an additional fifteen years (November 1, 2004 – October 31, 2019). On August 26, 2014 the voters of Highlands County approved the continuation of the surtax for an additional 15 years (January 1, 2019 – December 31, 2033).

Major Accomplishments for 2019-2020

- **Sebring Parkway Phase III** – This project was constructed using County personnel and equipment. The construction started February 2018 and completed in December 2019. The project has been modified to include all 4 travel lanes and 2 roundabouts. It was partially funded by the State of Florida Department of Transportation.

Major Projects Scheduled for the Future

- **Sebring Parkway Phase IIA** – This project begins at Youth Care Lane and ends at Desoto Road encompassing the existing 2-lane roadway, currently known as S. Highlands Avenue. The project length is approximately 0.70 miles in length and involves the construction to replace the existing 2-lane roadway with a 4-lane divided roadway. The new roadway system will consist of four – 12' wide travel lanes, curb and gutter drainage, and an 8' concrete multi-use path. Other improvements such as traffic signal upgrades, access management, and pedestrian crosswalks are also included as part of the project. The current budget for Phase IIA is $5,500,000.00, with FDOT's participation being $3,811,072.00. Construction is scheduled to begin by May 2020 and be completed within one year.

- **Sebring Parkway Phase IIB** – This project begins at the Desoto Road intersection and extends to US 27 and is approximately 0.474 miles in length. The existing 2-lane roadway is proposed to be replaced with a 4-lane divided roadway. North of Highlands Regional Medical Center, there is a proposed design of a roundabout to reduce traffic conflicts in the area. As part of the project, a stormwater pond is a necessity to reduce runoff from the additional impervious area. The current budget for Phase IIB is $4,861,969.00, with FDOT's participation being $3,714,624.00. The project will be bid with Phase IIA, so the timelines are similar in nature.

- **Memorial Drive Multiuse Path** - Highlands County was awarded a State of Florida Department of Transportation (FDOT) Local Agency Program (LAP) grant to construct an 8-foot-wide multiuse path along the right-of-way of Memorial Drive from Pompano Drive to Sebring Parkway in Sebring, FL, for an approximate distance of 7,500 linear feet. The total grant amount is $1,520,457. The intent is for the design, construction and CEI services to be done by outside forces. The estimated completion date is June 2022.

- **CR 721 Roadway Improvements** –In June 2018, Highlands County entered into a state-funded grant agreement with the State of Florida Department of Transportation (FDOT) for an FDOT Small County Road Assistance Program (SCRAP) grant in the amount of $4,000,000 for design and construction of improvements to CR 721 from SR 70 to US 98. The work consists of resurfacing approximately 45,823 linear feet of roadway. Construction will be completed by the County Road and Bridge Department. Construction must be completed by March 2021.

CIRCUIT & COUNTY COURT HIGHLANDS COUNTY FLORIDA 985

- **CR 623 (Kenilworth Boulevard) Roadway Improvements** - Highlands County was awarded a State of Florida Department of Transportation (FDOT) Small County Road Assistance Program (SCRAP) grant in the amount of $1,419,207 for roadway improvements on CR 623 (Kenilworth Boulevard). The improvements will include, but not be limited to, the milling and resurfacing of existing pavement from Haywood Taylor Boulevard to Mini Ranch Road for an approximate distance of 7,804 linear feet (1.478 miles). The project is expected to be completed by July 2023.

- **Animal Services Building Addition** – Highlands County has budgeted the amount of $450,000 for the construction of an addition to the existing Highlands County Sheriff's Office Animal Services unit operations building. The project is expected to be completed by September 2022.

- **Traffic Operations Building** – Highlands County has budgeted the amount of $760,000 for the construction of a building for the Traffic Operations Division. The project is expected to be completed by September 2022.

- **Heron Street Roadway Improvements** – Highlands County was awarded a FDOT Small County Outreach Program (SCOP) grant in the amount of $1,001,791 for roadway improvements on Heron Street. The improvements will include, but not limited to, the milling and resurfacing of existing pavement from Hammock Road to Howey Road, approximately 1.000 mile. The project is expected to be completed by July 2023.

- **Interlake Boulevard Resurfacing** – Highlands County is assisted the Town of Lake Placid on an awarded FDOT Small County Outreach Program (SCOP) grant in the amount of $655,000 for resurfacing of East Interlake Boulevard. The improvements included, but not limited to, the milling and resurfacing of existing pavement from Devane Circle to US 27, approximately 0.637 miles. The project was completed in November 2020.

- **W. Stryker Road Roadway Improvements** – Highlands County was awarded a FDOT Small County Road Assistance Program (SCRAP) grant in the amount of $1,941,246 for roadway improvements on West Stryker Road. The improvements will include, but not limited to, the milling and resurfacing of existing pavement from North Olivia Drive to US 27, approximately 1.999 miles. The project is expected to be completed by July 2023.

- **Thunderbird Road East/West Sidewalk Extension** - The construction consists of 4,700 lineal feet of a five (5) foot wide concrete sidewalks along the right-of-way of Thunderbird Road in Sebring including associated safety and drainage improvements. Highlands County was awarded a FDOT Local Agency Program (LAP) grant for construction costs in the amount of $382,213.00 for the East Sidewalk Extension and $118,104.00 for the West Sidewalk Extension. The projects have undergone extensive environmental delays due to the presence of sand skinks and gopher tortoises within the project limits. The County has addressed and mitigated for said impacts. Currently, the project's bid documents, and complete plan sets have been submitted to FDOT for their review and approval. Both projects are anticipated to be completed by February 2021.

- **Arbuckle Creek Road Turn Lane** – In February 2017, Highlands County was awarded an FDOT Small County Outreach Program (SCOP) grant in the amount of $936,152 for intersection improvements at Arbuckle Creek Road and Landfill Access Road. The construction consists of the addition of an eastbound left turn lane and a westbound right turn lane from Arbuckle Creek Road to the northbound Landfill Access Road. Design, inspection, and construction of pavement

CIRCUIT & COUNTY COURT
HIGHLANDS COUNTY FLORIDA
986

widening and transition segments from the turn lanes back to the existing two-lane roadway, drainage improvements, and lighting are also included. Construction must be completed by July 2021.

Financial Information

The County operates on a fiscal year of October 1st to September 30th. The fiscal year 2019-2020 budget was adopted with a millage rate of 8.55, a continued rate from the millage rate for fiscal year 2018-2019.

Formal budgetary integration is employed as a management control device for the General and Special Revenue Funds. Budgets for these funds are legally adopted on an annual basis consistent with GAAP. The level of budgetary control exists with the Board of County Commissioners, and the Board follows the laws of Florida regarding the control, adoption, and amendment of the budget during each fiscal year. Open encumbrances in the General Fund are reported as assigned fund balance at year-end and reappropriated the following year. Unencumbered appropriations lapse at fiscal year-end.

The Clerk of Courts' Business Services Department and County Management are responsible for establishing and maintaining internal controls to provide reasonable, but not absolute, assurance regarding the safeguarding of assets against loss from unauthorized use or disposition and the reliability of financial records for preparing financial statements and maintaining accountability for assets. The concept of reasonable assurance recognizes that the cost of control should not exceed the benefits likely to be derived, and the evaluation of costs and benefits requires estimates and judgments by management.

All internal control evaluations occur within the above framework. We believe the County's internal accounting controls adequately safeguard assets and provide reasonable assurance of proper recording of financial transactions.

Independent Audit. Section 218.39, Florida Statutes, requires that an annual financial audit of the accounts and records of the County be performed by an independent certified public accounting firm. This requirement has been accomplished for the fiscal year ended September 30, 2020 and the opinions of the independent auditors are included in the Financial Section of this report.

In addition to meeting the requirements set forth in the state statutes, the audit also was designed to meet the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* (Uniform Guidance), and *Rules of the Auditor General*, Chapter 10.550. The auditor's reports pertaining to the single audit are included in the Single Audit Section of this report.

Single Audit. The County is a recipient of federal and state financial assistance, making it mandatory that proper internal controls are in place to ensure that compliance with applicable laws and regulations related to those programs are achieved. This internal control structure is audited each year by our independent auditors.

Awards. The Government Finance Officers Association (GFOA) of the United States and Canada awarded a Certificate of Achievement for Excellence in Financial Reporting to Highlands County for its Comprehensive Annual Financial Report for the fiscal year ended September 30, 2019. This was the 35th year that the County has received this prestigious award. In order to be awarded a Certificate of Achievement, a government must publish an easily readable and efficiently organized Comprehensive Annual Financial Report. This report satisfied both GAAP and applicable legal requirements.

CIRCUIT & COUNTY COURT HIGHLANDS COUNTY FLORIDA 987

The Certificate of Achievement is valid for a period of one (1) year only. We believe that our current CAFR continues to meet the Certificate of Achievement Program requirements and will submit it to the GFOA to determine eligibility for another certificate for the fiscal year ending September 30, 2020.

Acknowledgments. The preparation of the CAFR could not have been accomplished without the efforts and dedication of the entire staff of the Highlands County Clerk of Courts' Business Services Department.

I, and my staff, would like to thank CliftonLarsonAllen LLP, the County Administrator and his staff, and the Board of County Commissioners for their help and support in the preparation of this report for the citizens of Highlands County.

Respectfully submitted,



Jerome Kaszubowski, CGCIO
Clerk of Courts



Sally B. Hood, CPA, CGFM
Director of Accounting and Finance

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HIGHLANDS COUNTY FLORIDA
988

Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

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Highlands County
Florida

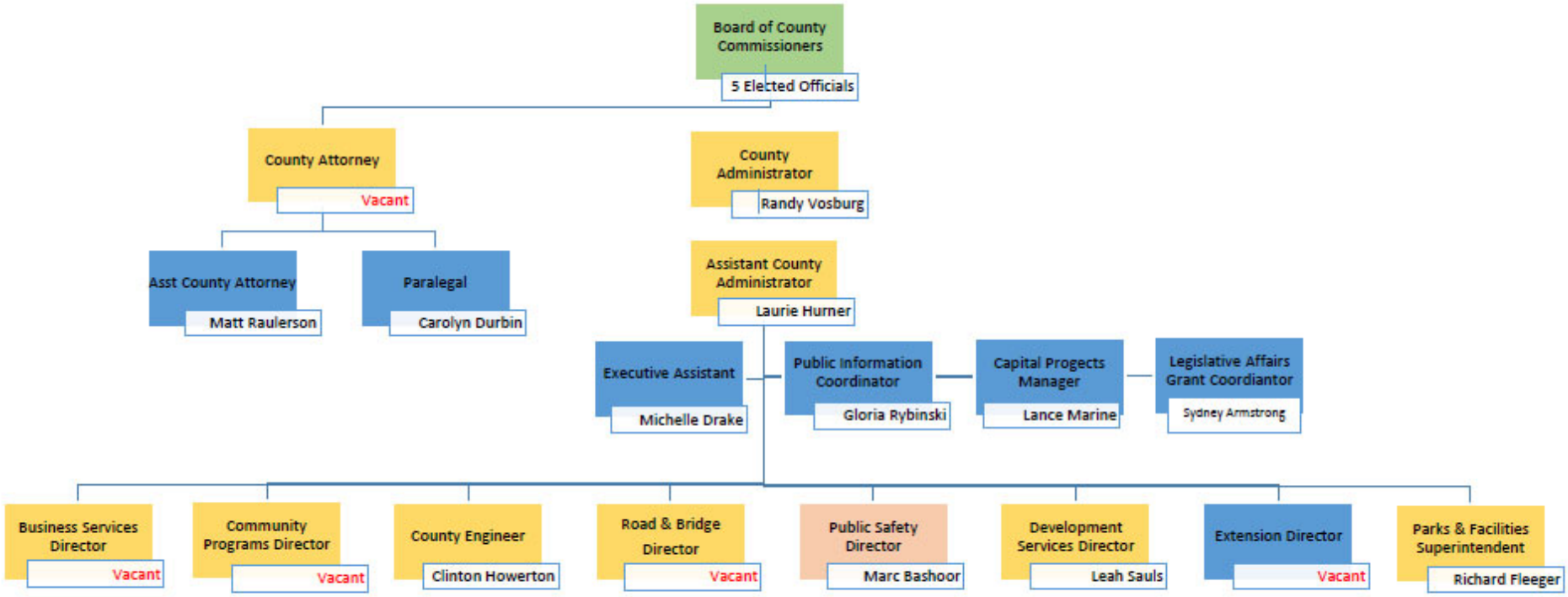
For its Comprehensive Annual
Financial Report
For the Fiscal Year Ended

September 30, 2019

Christopher P. Morrill

Executive Director/CEO

HIGHLANDS COUNTY, FLORIDA
ORGANIZATIONAL CHART
YEAR ENDED SEPTEMBER 30, 2020



HIGHLANDS COUNTY, FL

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FINANCIAL SECTION



INDEPENDENT AUDITORS' REPORT

Board of County Commissioners
Highlands County, Florida

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of Highlands County, Florida (County), as of and for the year ended September 30, 2020, and the related notes to the financial statements, which collectively comprise the County's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the County as of September 30, 2020, and the respective changes in financial position and, where applicable, cash flows thereof and the respective budgetary comparison for the General Fund, County Transportation Trust Fund, Istokpoga Marsh Watershed Improvement District Fund, and Local Government Infrastructure Surtax Fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 14 through 25, information on infrastructure using the modified approach on page 100, information on other postemployment benefits on page 101, and information on pension benefits on pages 102 through 105 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

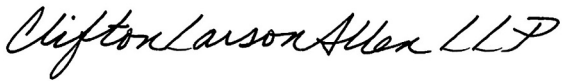
Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the County's basic financial statements. The combining and individual financial statements and schedules and introductory and statistical sections are presented for purposes of additional analysis and are not a required part of the basic financial statements. The schedule of expenditures of federal awards and state financial assistance as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* and Chapter 10.550, *Local Governmental Entity Audits*, Rules of the Auditor General of the State of Florida, is also presented for purposes of additional analysis and is not a required part of the basic financial statements.

The combining and individual fund financial statements and schedules and the schedule of expenditures of federal awards and state financial assistance are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

The introductory and statistical sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated March 2, 2021, on our consideration of the County's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the County's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the County's internal control over financial reporting and compliance.



CliftonLarsonAllen LLP

Sebring, Florida
March 2, 2021

The management of Highlands County (County) offers this narrative overview and analysis of the financial activities of the County for the fiscal year ended September 30, 2020. We encourage readers to consider the information presented here in conjunction with the additional information that we have furnished in our Letter of Transmittal.

FINANCIAL HIGHLIGHTS

The following are key financial highlights for the fiscal year:

- Total assets and deferred outflows of resources exceeded liabilities and deferred inflows of resources by $236 million (net position). Of this amount, $240 million was invested in capital assets and $34.9 million was restricted by laws, grant agreements, debt covenants or for capital projects. The County had an unrestricted net position of ($38.8) million.
- Total net position decreased by $7.7 million or 3.2%. The net position of governmental activities decreased $8.5 million and business-type activities increased $743 thousand.
- The fund balance in the General Fund was $19.4 million, an increase of $200 thousand from the previous year. The unassigned fund balance for the General Fund, which is available for use at the County's discretion, was $17.5 million or 24.1% of total general fund expenditures.
- The governmental funds, in total, reported combined fund balances of $58.1 million, a decrease of $1.3 million from the previous year. Of this amount, $17.5 million was unassigned fund balance. The decrease in fund balance was due in part to road resurface project cost increases in the current year.
- Total assets increased by $5.3 million or 2% and total liabilities increased by $20.2 million or 16%. The increase in total assets was due to the growth in cash and cash equivalents as well as capital assets. The increase in liabilities was due to the current liabilities and net pension liability. The County is required to report, as a liability, the County's proportionate share of the Florida Retirement System (FRS) Plan Net Pension Liability.

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as an introduction to the County's basic financial statements. The County's basic financial statements comprise three components: government-wide financial statements, fund financial statements, and notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the County's finances using the accrual basis of accounting in a manner similar to a private-sector business. The County's government-wide financial statements include the statement of net position and statement of activities. As described below, these statements do not include the County's fiduciary funds because resources in these funds cannot be used to finance the County's activities. However, the financial statements of fiduciary funds are included in the County's fund financial statements because the County is financially accountable for those resources, even though they belong to other parties.

The statement of net position presents information on the County's assets, deferred outflows of resources, liabilities, deferred inflows of resources, and net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the County is improving or deteriorating.

The statement of activities presents information showing how the County's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs regardless of the timing of the related cash flows. Thus, revenues and expenses are reported in this statement for some items that will result in cash flows in future fiscal periods.

The government-wide financial statements distinguish functions of the County (known as the primary government) that are principally supported by taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities of the County include general government, public safety, physical environment, transportation, economic environment, human services, culture and recreation and court related. The business-type activities of the County include solid waste and energy recovery.

The government-wide financial statements include not only the County itself, but also legally separate entities for which the County is financially accountable (known as component units). Financial information for these component units is reported separately from the financial information presented for the primary government itself.

The government-wide financial statements can be found on pages 26-27 of this report.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The County, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All the funds of the County can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

Governmental Funds - Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements. Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

Fund Financial Statements (Continued)

Highlands County maintains 75 individual governmental funds. Information is presented separately in the governmental funds balance sheet and in the governmental funds statement of revenues, expenditures, and changes in fund balances for the General Fund, the County Transportation Trust Fund, the Istokpoga Marsh Watershed Improvement District Fund, the Local Government Infrastructure Surtax Fund, and the Highlands County Infrastructure Sales Surtax Refunding Revenue Note (HCISSR Construction) Fund which are considered to be major funds. Data from the other 70 governmental funds are combined into a single, aggregated presentation. Individual fund data for each of these non-major governmental funds is provided in the form of combining statements elsewhere in this report.

The County adopts an annual appropriated budget for all funds. A budgetary comparison statement has been provided for the General Fund and other major special revenue funds to demonstrate compliance with these budgets.

Proprietary Funds - The County maintains two different types of proprietary funds. Enterprise funds are used to report the same functions presented as business-type activities in the government-wide financial statements. The County uses enterprise funds to account for its solid waste and energy recovery operations. Internal service funds are an accounting device used to accumulate and allocate costs internally among the County's various functions. The County uses internal service funds to account for its employee benefit, insurance and compensated absences. Because these services benefit governmental and business-type functions, they have been allocated to the governmental activities and business-type activities in the government-wide financial statements. Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The proprietary fund financial statements provide separate information for the proprietary operations, both of which are considered to be major funds of the County.

Fiduciary Funds - Fiduciary funds are used to account for resources held for the benefit of parties outside the government. Fiduciary funds are not reflected in the government-wide financial statements because resources of those funds are not available to support the County's own programs. The accounting used for fiduciary funds is much like that used for proprietary funds.

Notes to the Financial Statements - The notes provide additional information that is essential for a full understanding of the data provided in the government-wide and fund financial statements.

Other Information - The combining statements referred to earlier in connection with non-major governmental funds, internal service funds and fiduciary funds are presented immediately following the required supplementary information (RSI).

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the County, assets and deferred outflows of resources exceeded liabilities and deferred inflows of resources by $236 million (total net position) as of September 30, 2020. The County recognized a decrease in its total net position of $7.7 million, or 3.2%, from $243.7 million in 2019 to $236 million in 2020.

Highlands County's Net Position

	Governmental Activities		Business-Type Activities		Total	
	2019	2020	2019	2020	2019	2020
Current and Other Assets	$ 76,001,877	$ 75,687,429	$ 19,057,557	$ 20,500,229	$ 95,059,434	$ 96,187,658
Capital Assets	247,093,901	251,225,010	8,787,886	8,848,384	255,881,787	260,073,394
Total Assets	323,095,778	326,912,439	27,845,443	29,348,613	350,941,221	356,261,052
Deferred Outflows of Resources	27,562,214	31,887,280	308,576	358,357	27,870,790	32,245,637
Long-Term Debt Outstanding	112,462,937	129,424,788	8,557,943	9,317,761	121,020,880	138,742,549
Other Liabilities	7,309,952	9,759,661	643,891	710,359	7,953,843	10,470,020
Total Liabilities	119,772,889	139,184,449	9,201,834	10,028,120	128,974,723	149,212,569
Deferred Inflows of Resources	6,022,161	3,239,221	75,881	59,489	6,098,042	3,298,710
Net Position:						
Net Investment in Capital Assets	225,367,005	231,232,076	8,758,438	8,684,054	234,125,443	239,916,130
Restricted	40,882,840	34,914,138	-	-	40,882,840	34,914,138
Unrestricted	(41,386,903)	(49,770,165)	10,117,866	10,935,307	(31,269,037)	(38,834,858)
Total Net Position	$ 224,862,942	$ 216,376,049	$ 18,876,304	$ 19,619,361	$ 243,739,246	$ 235,995,410

The largest portion of the County's net position ($240 million) reflects its net investment in capital assets (e.g., land, buildings, improvements, infrastructure, machinery, and equipment), net of accumulated depreciation, reduced by outstanding related debt used to acquire those assets, plus capital-related deferred outflows of resources. These capital assets are used to provide services to citizens and therefore, are not available for future spending. Although the County's investment in its capital assets is reported net of related debt, the resources required to repay this debt must be provided from other sources since the capital assets themselves cannot be used to liquidate these liabilities.

An additional portion of the County's net position ($34.9 million) represents resources that are subject to external restrictions such as debt covenants, grantors, laws or regulations, or restrictions through enabling legislation on how they may be used.

The remaining balance is the unrestricted net position, which may be used to meet the County's ongoing obligations to citizens and creditors. As of September 30, 2020, the County's unrestricted net position was ($38.8) million. The change in the total unrestricted net position from ($31.3) million at September 30, 2019 to ($38.8) million at September 30, 2020 was partially due to changes in net pension liability. The County is required to report, as a liability, the County's proportionate share of the Florida Retirement System (FRS) Plan Net Pension Liability.

Highlands County's Changes in Net Position

	Governmental Activities		Business-Type Activities		Total	
	2019	2020	2019	2020	2019	2020
Revenues:						
Program Revenues:						
Charges for Services	$ 25,246,712	$ 23,445,274	$ 11,136,751	$ 14,340,910	$ 36,383,463	$ 37,786,184
Operating Grants and Contributions	16,217,196	6,191,361	90,909	26,280	16,308,105	6,217,641
Capital Grants and Contributions	3,250,430	6,697,061	-	-	3,250,430	6,697,061
General Revenues:						
Property Taxes	39,979,150	41,984,688	-	-	39,979,150	41,984,688
Other Taxes	15,959,654	15,719,847	-	-	15,959,654	15,719,847
Other	21,675,268	17,767,539	457,293	314,859	22,132,561	18,082,398
Total Revenues	122,328,410	111,805,770	11,684,953	14,682,049	134,013,363	126,487,819
Expenses:						
General Government	20,874,168	20,865,488	-	-	20,874,168	20,865,488
Public Safety	56,939,713	59,515,863	-	-	56,939,713	59,515,863
Physical Environment	1,178,231	1,250,441	-	-	1,178,231	1,250,441
Transportation	14,508,911	18,631,875	-	-	14,508,911	18,631,875
Economic Environment	3,704,233	3,266,775	-	-	3,704,233	3,266,775
Human Services	3,639,034	7,664,991	-	-	3,639,034	7,664,991
Culture and Recreation	2,894,053	3,542,238	-	-	2,894,053	3,542,238
Court Related	5,215,689	5,387,500	-	-	5,215,689	5,387,500
Interest on Long-Term Debt	452,226	462,290	-	-	452,226	462,290
Solid Waste	-	-	9,019,161	8,904,617	9,019,161	8,904,617
Energy Recovery	-	-	2,067,795	4,739,577	2,067,795	4,739,577
Total Expenses	109,406,258	120,587,461	11,086,956	13,644,194	120,493,214	134,231,655
Change in Net Position Before Transfers	12,922,152	(8,781,691)	597,997	1,037,855	13,520,149	(7,743,836)
Transfers	92,916	294,798	(92,916)	(294,798)	-	-
Change in Net Position	13,015,068	(8,486,893)	505,081	743,057	13,520,149	(7,743,836)
Net Position - Beginning	211,847,874	224,862,942	18,371,223	18,876,304	230,219,097	243,739,246
Net Position - Ending	$ 224,862,942	$ 216,376,049	$ 18,876,304	$ 19,619,361	$ 243,739,246	$ 235,995,410

Governmental Activities

The net position of governmental activities decreased $8.5 million.

- Overall, revenues related to governmental activities decreased $10.5 million, or 8.6%.
- Charges for Services decreased $1.8 million, or 7.1%. Public Safety charges decreased a net $815 thousand. Transportation decreased a net $1.3 million.
- Operating Grants and Contributions decreased by $10 million, or 61.8%. Public Safety funding decreased $13.3 million, Human Services funding increased $3.9 million.
- Capital Grants and Contributions increased by $3.4 million, or 106%. Physical Environment increased $4.8 million while Human Services funding decreased $916 thousand and Transportation funding decreased $355 thousand.
- Property Taxes increased $2 million, or 5% due to a 4.56% increase in property tax values.

Governmental Activities (Continued)

- Other Taxes decreased $240 thousand, or 1.5%. The County recognized a $186 thousand increase in local option sales tax, offset by a $257 thousand decrease in fuel taxes, and $153 thousand decrease in tourist development tax collections.
- Other general revenues decreased $3.9 million, or 18%. State shared revenues decreased $431 thousand, interest and investment earnings decreased $327 thousand, and miscellaneous revenues decreased $3.02 million.
- Overall, expenses related to governmental activities increased $11.2 million, or 10.2%. Emergency and disaster relief expenses related to COVID increased approximately $3.8 million. Expenses in the Local Government Infrastructure Surtax fund increased $2.8 million due to additional projects primarily in transportation projects. Expenses in the nonmajor funds increased $1.2 million due to Public Safety increasing $1.6 million but Economic Environment decreasing $421 thousand. Additionally, expenses related to the net pension liability increased $2 million from the prior year.
- Public Safety expenses increased $2.6 million, or 4.6%. The increase is due to $1.1 million of Sheriff expenses over the prior year and $1.6 million of expenses related to the new county-wide fire services.
- Transportation expenses increased by $4.1 million, or 28.4%. The increase is due to a $3.0 million increase in resurfacing projects and capital related items of $1.0 million.
- Human Services expenses increased by $4 million, or 110.6%. The increase is due to the CARES/COVID grant expenditures in the amount of $3.9 million.

Business-Type Activities

The net position of business-type activities increased $743 thousand.

- Overall, revenues related to business-type activities increased $3 million, or 25.6%, and expenses increased $2.6 million, or 23.1%.
- Charges for Services increased $3.2 million, or 28.8%. The sale of asphalt increased total operating revenues by $2.7 million as well as a $189 thousand increase of charges for services for the Energy Recovery facility. There was a minimal increase in revenues from the non-ad valorem assessment for solid waste collection, as well as disposal and recycling and there was a $292 thousand increase for landfill tipping fees from the hauler.
- Solid Waste expenses decreased $115 thousand, or 1.3%. Personal Services increased $39 thousand, General & Administrative Expenditures decreased $308 thousand, and Depreciation increased $170 thousand.
- Energy Recovery expenses increased $2.7 million, or 129.2%. The increase in Road Materials and Supplies was a direct result of the increase in asphalt production.

FINANCIAL ANALYSIS OF THE GOVERNMENT'S FUNDS

As noted earlier, the County uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Funds

The County's governmental funds reported combined ending fund balances of $58.1 million. Approximately $17.5 million of the combined fund balances constitutes the unassigned fund balance, which is available for spending at the government's discretion. The remainder of the balance is not available for new spending because it is non-spendable ($3.1 million), restricted ($35.8 million) or assigned ($1.6 million). Significant restrictions include: restrictions for infrastructure and land acquisitions ($18.9 million), restrictions for transportation related ($5 million), restrictions for building department ($3.2 million), and restrictions for fire districts ($3.9 million).

The General Fund is the chief operating fund of the County. In 2020 the County maintained its millage rate of 8.55 mils in order to continue to provide quality services to its citizens and minimize the need to dip into its fund balance for operational needs. At September 30, 2020, the General Fund's total fund balance was $19.4 million of which $17.5 million (90.4%) was unassigned fund balance. The unassigned fund balance increased by $400 thousand. As a measure of the General Fund's liquidity, the total fund balance represents 24.1% of total General Fund expenditures.

The County Transportation Trust Fund accounts for the operation of the road and bridge department, which is funded by the County's share of state gasoline taxes and the sixth-cent local option gas tax. As of September 30, 2020, the total fund balance was $2.7 million, compared to $5.4 million in 2019. The decrease in fund balance was due to a $2 million decrease in revenues, and Transfers Out to other funds increased $1.5 million.

The Istokpoga Marsh Watershed Improvement District Fund accounts for assessments and grant funds related to water control and improvements for the restoration of the watershed of Lake Okeechobee and the Florida Everglades. As of September 30, 2020, total fund balance was $220 thousand compared to ($5.5) million in 2019. The increase in fund balance was due to receiving grant funds in the amount of $5.7 million for a major grant funded project that was completed as of September 30, 2020 and therefore met the eligibility requirements to receive reimbursement from the grantor agencies.

The Local Government Infrastructure Surtax Fund accounts for the one-cent local discretionary sales surtax that was approved by voters. As of September 30, 2020, the total fund balance was $15.5 million, compared to $19.9 million in 2019. The decrease in fund balance was due to an increase in expenditures for transportation related projects and an increase in debt retirement.

The Highlands County Infrastructure Sales Surtax Refunding Revenue Note (HCISSR Construction) Fund accounts for financial resources to be used for the acquisition or construction of major capital facilities and infrastructure. As of September 30, 2020, the total fund balance was $0, compared to $207 thousand in 2019. The decrease in fund balance is due to Sebring Parkway Phase III costs.

FINANCIAL ANALYSIS OF THE GOVERNMENT'S FUNDS (CONTINUED)

Proprietary Funds

The Solid Waste Fund reported a net position of $16.5 million, which is an increase of $671 thousand over prior year. Unrestricted net position totaled $9.8 million, a $623 thousand increase over prior year, and net investments in capital assets totaled $6.7 million, a $48 thousand increase over prior year. Operating Revenues increased $299 thousand, or 3.3% and Operating Expenses decreased $100 thousand or 1.1%. The change in revenues was primarily due to increased landfill fees of $295,012, Special Assessments increased $35,302, but miscellaneous revenues and sale of recyclable materials decreased a combined $31,139. The change in expenses was primarily due to Personal Services increased $38,606, Waste Franchise Fees increased $54,792 but General & Administrative Expenses along with Depreciation decreased $193,088.

The Energy Recovery Fund reported a net position of $3.0 million, which is an increase of $62 thousand over prior year. Unrestricted net position totaled $1.1 million. This fund accounts for the operation of the County's Asphalt Plant which was constructed at the landfill site in order to use materials disposed at the landfill as production material for asphalt. The change in total net position and unrestricted net position is due to the increase in asphalt sales which exceeded the increase in production costs.

GENERAL FUND BUDGETARY HIGHLIGHTS

The General Fund budget to actual schedule is presented in the basic financial statements. The schedule shows the original adopted budget, the final budget, actual results, and the positive or negative variance between the final budget and actual results. After the original budget is approved, it may be amended for various reasons such as unanticipated revenues, unforeseen expenditures or new grant awards.

- The actual net change in the fund balance of the General Fund compared to the final budget was a positive variance of $5.7 million.

- General Fund revenues were $395 thousand less than the final budget amounts. Other financing sources (uses) were $1 million more than budget due to the sale of surplus properties.

- Actual expenditures in the General Fund were $5 million less than the final budget. Significant variations are summarized below:

General Fund Department	Positive Variance	Reason for Variance
Emergency/Disaster Relief	853,819	Unexpended Appropriations
Tax Collector	620,723	Unexpended Appropriations
Detention and Correction	507,282	Unexpended Appropriations
Sheriff	355,654	Unexpended Appropriations
Local Emergency Management Agency	292,128	Appropriations for personal services, education/ training, operating supplies, and repair & maintenance not expended.
Natural Resources	209,568	Project appropriations in professional services and contractual services, and garbage carts not expended.
Ambulance Services	202,306	Appropriations for contractual services, project repair & maintenance, operating supplies, and gas & oil not expended.
Supervisor of Elections	177,911	Unexpended Appropriations
Facilities Management	141,799	Appropriations for personal services, contractual services, repair & maintenance, and air conditioning not expended.
Children's Advocacy Center	112,954	Appropriations for personal services, project contractual services, project operating supplies, and project education/training not expended.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

The County's investment in capital assets for its governmental and business-type activities as of September 30, 2020 amounted to $260 million (net of accumulated depreciation) compared to $255.9 million for the prior year. This investment in capital assets includes land, buildings, improvements, machinery and equipment, parks, roads, highways, bridges, software, and land use rights. Major capital asset events during the fiscal year included the following:

- Parkway Phase III
- HCSO Detention Reconfiguration
- Fire/EMS Admin Building / Ambulance / Equipment
- IT Infrastructure Upgrades
- Road & Bridge Equipment / Vehicles
- Road Construction / Improvements
- Gov't Center Roof Replacement

Highlands County's Capital Assets
(Net of Depreciation)

	Governmental Activities		Business-Type Activities		Entity Total	
	2019	2020	2019	2020	2019	2020
Land	$ 48,480,496	$ 48,374,895	$ 1,833,866	$ 1,839,228	$ 50,314,362	$ 50,214,123
Infrastructure	107,895,752	120,035,880	-	-	107,895,752	120,035,880
Land Use Rights	2,415,419	2,415,419	-	-	2,415,419	2,415,419
Buildings	41,748,766	40,012,190	124,404	107,081	41,873,170	40,119,271
Improvements	7,037,708	7,184,567	3,506,056	3,178,877	10,543,764	10,363,444
Equipment	17,992,148	18,267,799	3,318,094	3,717,732	21,310,242	21,985,531
Computer Software	1,015,470	813,295	-	-	1,015,470	813,295
Construction in Progress	20,508,142	14,120,965	5,466	5,466	20,513,608	14,126,431
Total	$ 247,093,901	$ 251,225,010	$ 8,787,886	$ 8,848,384	$ 255,881,787	$ 260,073,394

Additional information on the County's capital assets can be found in Note 4 to the financial statements.

Infrastructure

The County has elected to use the modified approach to account for its bridges and roadways included on the County highway system. Under this approach, the County has made the commitment to preserve and maintain these assets at levels established by the County and approved by the Board of County Commissioners. No depreciation expense is reported for such assets, nor are amounts capitalized in connection with improvements that lengthen the lives of such assets, unless the improvements also increase their service potential. The County maintains an inventory of these assets and performs periodic condition assessments to establish that the predetermined condition level is being maintained.

- Road System - The County has established an overall minimum average condition level of "fair" which carries a rating between 51 and 75. The overall average condition of the County road system for fiscal year 2020 was 52.69, compared to 52.86 in 2019.

Infrastructure (Continued)

- Bridge System - It is the County's policy to maintain an overall minimum average sufficiency rating of not less than 60%. The overall average sufficiency rating of the County bridge system for fiscal year 2020 was 78.05, compared to 77.96 in 2019.

Additionally, the County makes annual estimates of the amounts that must be expended to preserve and maintain these assets at the predetermined condition levels. There were no significant differences from the estimated annual amount to preserve and maintain these assets compared with the actual amounts spent during the current period.

- Road System – The County budgeted $5.7 million for maintenance/preservation of its road system and expended $5.5 million.

- Bridge System – The County budgeted $150,000 for maintenance/preservation of its bridge system and expended $35,808.

For further information on the County's established condition standards, recent condition assessments or other information on infrastructure reported on the modified approach, refer to the RSI section of this report.

Long-Term Debt

At September 30, 2020, the County had total debt outstanding of $22.7 million compared, to $25.9 million in the prior year. Of this amount, all $22.7 million represents governmental activities loans payable and other obligations. The decrease in total outstanding debt is attributed to payments on existing debt.

	Governmental Activities	
	2019	2020
Notes Payable, and Revenue Certificates and Capital Leases	$ 25,888,552	$ 22,714,207

Please refer to Note 7 of the Notes to Financial Statements for a complete presentation of all long-term liabilities. The above table does not present information for compensated absences, net pension liability, other post-employment benefits or landfill closure liability.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND RATES

The following factors were considered in preparing the County's budget for the 2021 fiscal year. More information on economic factors is provided in the Statistical Section and the Transmittal Letter.

- Highlands County's population increased in 2020 by 1.42%, from 103,342 in 2019 to an estimated 104,810 in 2020 and is projected to see an increase in 2021. Additionally, 2 of the 3 three municipalities showed population increases over the prior year according to the Office of Economic & Demographic Research.

- Highlands County's unemployment rate (October - September) averaged 6.7%, which was slightly lower than the average for the State of Florida (6.8%) and the nation (7.3%).

- Highlands County has a diverse property tax base. The ten largest taxpayers in the County represent 6.26% of the assessed property values of all taxpayers.

- In 2020, the total taxable value of property increased 4.56% over prior year. This was the sixth increase in total taxable value that has been recognized since 2008.

REQUESTS FOR INFORMATION

This financial report is designed to provide users with a general overview of the County's finances. Questions concerning budgets, long-term financial planning, future debt issuances, or questions related to the management of County operations should be addressed to the County Administrator at:

Office of the County Administrator
Highlands County Board of County Commissioners
600 South Commerce Avenue
Sebring, FL 33870

Questions concerning the Basic Financial Statements or other financial information contained within this report should be addressed to the Clerk of Courts at:

Highlands County Clerk of Courts
590 South Commerce Avenue
Sebring, FL 33870

BASIC FINANCIAL STATEMENTS

HIGHLANDS COUNTY, FLORIDA
STATEMENT OF NET POSITION
SEPTEMBER 30, 2020

	Primary Government		
	Governmental Activities	Business-Type Activities	Total
ASSETS			
Cash and Cash Equivalents	$ 45,357,685	$ 7,563,635	$ 52,921,320
Investments	20,139,490	5,381,329	25,520,819
Accounts Receivable - Net	1,938,874	205,738	2,144,612
Internal Balances	(183,853)	183,853	-
Due from Other Governmental Units	4,884,076	26,645	4,910,721
Inventory	309,420	492,041	801,461
Prepaid Items	2,717,648	63,076	2,780,724
Restricted Assets:			
Cash and Cash Equivalents	524,089	6,583,912	7,108,001
Capital Assets not Being Depreciated/Amortized	184,947,159	1,844,694	186,791,853
Capital Assets - Net of Accumulated Depreciation/Amortization	66,277,851	7,003,690	73,281,541
Total Assets	326,912,439	29,348,613	356,261,052
DEFERRED OUTFLOWS OF RESOURCES			
Pension Related Items	31,759,187	355,612	32,114,799
OPEB Related Items	128,093	2,745	130,838
Total Deferred Outflows of Resources	31,887,280	358,357	32,245,637
LIABILITIES			
Vouchers Payable	3,297,576	576,211	3,873,787
Claims Payable	451,455	-	451,455
Contracts Payable - Retained Percentage	149,936	-	149,936
Due to Other Governmental Units	465,914	891	466,805
Due to Others	285,549	-	285,549
Accrued Interest Payable	161,855	-	161,855
Accrued Wages Payable	1,803,217	42,786	1,846,003
Deposits	558,654	90,373	649,027
Unearned Revenue	2,585,505	98	2,585,603
Noncurrent Liabilities:			
Due Within One Year:			
Notes Payable and Compensated Absences	3,692,022	97,595	3,789,617
Total OPEB Liability	126,664	-	126,664
Due in More than One Year:			
Notes Payable and Compensated Absences	24,336,296	8,021,413	32,357,709
Net Pension Liability	99,983,144	1,168,467	101,151,611
Total OPEB Liability	1,286,662	30,286	1,316,948
Total Liabilities	139,184,449	10,028,120	149,212,569
DEFERRED INFLOWS OF RESOURCES			
Pension Related Items	1,891,276	30,604	1,921,880
OPEB Related Items	1,347,945	28,885	1,376,830
Total Deferred Inflows of Resources	3,239,221	59,489	3,298,710
NET POSITION			
Net Investment in Capital Assets	231,232,076	8,684,054	239,916,130
Restricted for:			
General Government	648,748	-	648,748
Public Safety	6,088,562	-	6,088,562
Infrastructure and Land Acquisition	20,533,314	-	20,533,314
Transportation	5,071,421	-	5,071,421
Economic Environment	7,935	-	7,935
Physical Environment	441	-	441
Community Programs	495,506	-	495,506
Conservation	259,884	-	259,884
Tourist Development	1,170,530	-	1,170,530
Istokpoga Marsh Watershed Maintenance	332,456	-	332,456
Culture and Recreation	305,341	-	305,341
Unrestricted	(49,770,165)	10,935,307	(38,834,858)
Total Net Position	$ 216,376,049	$ 19,619,361	$ 235,995,410

See accompanying Notes to Financial Statements.

HIGHLANDS COUNTY, FLORIDA
STATEMENT OF ACTIVITIES
YEAR ENDED SEPTEMBER 30, 2020

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions	Net Revenue (Expense) and Changes in Net Position: Primary Government: Governmental Activities	Primary Government: Business-Type Activities	Primary Government: Total
Primary Government:							
Governmental Activities:							
General Government	$ 20,865,488	$ 4,029,731	$ 346,919	$ 60,657	$ (16,428,181)	$ -	$ (16,428,181)
Public Safety	59,515,863	13,796,529	319,850	481,644	(44,917,840)	-	(44,917,840)
Physical Environment	1,250,441	286,800	320,161	5,660,798	5,017,318	-	5,017,318
Transportation	18,631,875	2,453,038	-	454,091	(15,724,746)	-	(15,724,746)
Economic Environment	3,266,775	192,294	454,711	-	(2,619,770)	-	(2,619,770)
Human Services	7,664,991	21,113	4,521,721	39,871	(3,082,286)	-	(3,082,286)
Culture and Recreation	3,542,238	160,345	207,999	-	(3,173,894)	-	(3,173,894)
Court Related	5,387,500	2,505,424	20,000	-	(2,862,076)	-	(2,862,076)
Debt Service:							
Interest on Long-Term Debt	462,290	-	-	-	(462,290)	-	(462,290)
Total Governmental Activities	120,587,461	23,445,274	6,191,361	6,697,061	(84,253,765)	-	(84,253,765)
Business-Type Activities:							
Solid Waste	8,904,617	9,342,369	26,280	-	-	464,032	464,032
Energy Recovery	4,739,577	4,998,541	-	-	-	258,964	258,964
Total Business-Type Activities	13,644,194	14,340,910	26,280	-	-	722,996	722,996
Total Primary Government	$ 134,231,655	$ 37,786,184	$ 6,217,641	$ 6,697,061	(84,253,765)	722,996	(83,530,769)
General Revenues:							
Taxes:							
Property Taxes					41,984,688	-	41,984,688
Fuel Taxes					4,296,818	-	4,296,818
Sales Tax					9,952,249	-	9,952,249
Services Taxes					557,115	-	557,115
Other Taxes					913,665	-	913,665
Unrestricted State Shared Revenues					15,003,122	-	15,003,122
Net Change in Fair Value of Investments					948,096	276,307	1,224,403
Gain on Sale of Capital Assets					826,358	15,000	841,358
Insurance Recoveries					74,416	23,552	97,968
Miscellaneous					915,547	-	915,547
Transfers					294,798	(294,798)	-
Total General Revenues					75,766,872	20,061	75,786,933
Change in Net Position					(8,486,893)	743,057	(7,743,836)
Net Position - Beginning					224,862,942	18,876,304	243,739,246
Net Position - Ending					$ 216,376,049	$ 19,619,361	$ 235,995,410

See accompanying Notes to Financial Statements.

HIGHLANDS COUNTY, FLORIDA
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2020

	General	County Transportation Trust	Istokpoga Marsh Watershed Improvement District	Local Government Infrastructure Surtax	HCISSR Construction	Nonmajor Governmental Funds	Total Governmental Funds
ASSETS							
Cash and Cash Equivalents	$ 13,573,478	$ 1,197,935	$ 1,371,318	$ 9,034,637	$ -	$ 13,930,918	$ 39,108,286
Cash and Cash Equivalents - Restricted	524,089	-	-	-	-	-	524,089
Investments	7,117,770	859,115	-	4,986,906	-	5,608,447	18,572,238
Accounts Receivable - Net	1,807,736	2,028	-	3,830	-	76,290	1,889,884
Due from Other Funds	126,498	-	665	-	-	136,436	263,599
Due from Other Governmental Units	1,281,184	1,055,120	-	2,153,371	-	394,401	4,884,076
Advances to Other Funds	62,305	-	-	-	-	-	62,305
Prepaid Items	973,703	36,054	-	-	-	1,707,891	2,717,648
Inventory	309,420	-	-	-	-	-	309,420
Total Assets	$ 25,776,183	$ 3,150,252	$ 1,371,983	$ 16,178,744	$ -	$ 21,854,383	$ 68,331,545
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES							
Liabilities:							
Vouchers Payable	$ 2,204,757	$ 105,092	$ 76,059	$ 452,072	$ -	$ 422,801	$ 3,260,781
Accrued Wages Payable	1,343,310	273,311	-	-	-	186,596	1,803,217
Contracts Payable-Retained Percentage	-	-	49,919	48,515	-	51,502	149,936
Customer Deposits	524,089	32,115	-	-	-	2,450	558,654
Due to Other Governmental Units	198,057	6,524	-	94,928	-	166,405	465,914
Due to Other Funds	166,210	7,686	-	7,665	-	106,504	288,065
Due to Others	3,699	-	-	-	-	281,850	285,549
Advances from Other Funds	-	-	-	-	-	133,305	133,305
Unearned Revenue	856,259	-	1,025,905	-	-	182,921	2,065,085
Total Liabilities	5,296,381	424,728	1,151,883	603,180	-	1,534,334	9,010,506
Deferred Inflows of Resources:							
Unavailable Revenue:							
Intergovernmental	85,217	-	-	102,272	-	-	187,489
Charges for Services	1,006,417	-	-	-	-	67,600	1,074,017
Total Deferred Inflows of Resources	1,091,634	-	-	102,272	-	67,600	1,261,506
Fund Balances:							
Nonspendable	1,345,428	36,054	-	-	-	1,707,891	3,089,373
Restricted	-	1,557,874	220,100	15,473,292	-	18,546,967	35,798,233
Assigned	518,151	1,131,596	-	-	-	-	1,649,747
Unassigned	17,524,589	-	-	-	-	(2,409)	17,522,180
Total Fund Balances	19,388,168	2,725,524	220,100	15,473,292	-	20,252,449	58,059,533
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	$ 25,776,183	$ 3,150,252	$ 1,371,983	$ 16,178,744	$ -	$ 21,854,383	$ 68,331,545

See accompanying Notes to Financial Statements.

HIGHLANDS COUNTY, FLORIDA
RECONCILIATION OF FUND BALANCES FOR GOVERNMENTAL FUNDS TO NET POSITION OF GOVERNMENTAL ACTIVITIES
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2020

Fund Balances - Total Governmental Funds	$ 58,059,533
Amounts reported for governmental activities in the statement of net position are different because:	
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds.	251,225,010
Certain receivables are not available to pay current period expenditures and, therefore, are reported as deferred inflows of resources in the funds.	1,261,506
Long-term liabilities, including bonds payable, notes payable, and capital leases are not due and payable in the current period and, therefore, are not reported in the funds.	(22,714,207)
Accrued general long-term debt interest expense is not a financial use and, therefore, is not reported in the funds.	(161,855)
Net pension liability and related deferred outflows and inflows of resources are not due and payable in the current period and, therefore, are not reported in the funds.	(69,620,610)
Total other postemployment benefits liability and related deferred outflows and inflows of resources are not due and payable in the current period and, therefore, are not reported in the funds.	(2,633,178)
The assets and liabilities of the internal service funds, used by management to charge the costs of certain activities to individual funds, are included in governmental activities in the statement of net position.	959,850
Net Position of Governmental Activities	$ 216,376,049

See accompanying Notes to Financial Statements.

HIGHLANDS COUNTY, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
YEAR ENDED SEPTEMBER 30, 2020

	General	County Transportation Trust	Istokpoga Marsh Watershed Improvement District	Local Government Infrastructure Surtax	HCISSR Construction	Nonmajor Governmental Funds	Total Governmental Funds
REVENUES							
Taxes	$ 42,469,378	$ 4,369,243	$ -	$ 9,952,249	$ -	$ 859,835	$ 57,650,705
Licenses and Permits	885	69,330	-	-	-	967,301	1,037,516
Intergovernmental	19,225,262	3,040,147	5,660,798	2,109,721	-	1,460,783	31,496,711
Charges for Services	8,725,998	120,682	-	-	-	2,522,860	11,369,540
Fines and Forfeitures	52,000	-	-	-	-	565,376	617,376
Assessments	-	-	145,728	-	-	5,764,726	5,910,454
Net Change in Fair Value of Investments	324,498	44,535	318	208,016	880	285,727	863,974
Miscellaneous	1,943,366	1,519,741	-	170	-	423,817	3,887,094
Total Revenues	72,741,387	9,163,678	5,806,844	12,270,156	880	12,850,425	112,833,370
EXPENDITURES							
Current:							
General Government	17,138,835	-	-	1,962,595	-	36,175	19,137,605
Public Safety	41,669,096	-	-	1,365,088	-	8,237,925	51,272,109
Physical Environment	1,053,657	-	130,436	465,332	-	13,025	1,662,450
Transportation	72,154	10,323,050	-	10,159,392	208,208	608,832	21,371,636
Economic Environment	1,508,065	-	-	-	-	1,583,086	3,091,151
Human Services	7,063,869	-	-	30,450	-	293,361	7,387,680
Culture and Recreation	2,391,394	-	-	556,022	-	110,502	3,057,918
Court Related	1,800,244	-	-	-	-	2,874,355	4,674,599
Debt Service:							
Principal Retirement	-	-	-	3,174,345	-	-	3,174,345
Interest and Fiscal Charges	-	-	-	383,534	-	103,172	486,706
Total Expenditures	72,697,314	10,323,050	130,436	18,096,758	208,208	13,860,433	115,316,199
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	44,073	(1,159,372)	5,676,408	(5,826,602)	(207,328)	(1,010,008)	(2,482,829)
OTHER FINANCING SOURCES (USES)							
Transfers In	401,511	-	-	1,500,000	-	1,229,397	3,130,908
Transfers Out	(1,076,345)	(1,571,578)	-	(81,474)	-	(106,713)	(2,836,110)
Insurance Recoveries	12,985	38,725	-	-	-	22,706	74,416
Sale of Surplus Properties	826,358	-	-	-	-	-	826,358
Total Other Financing Sources (Uses)	164,509	(1,532,853)	-	1,418,526	-	1,145,390	1,195,572
NET CHANGE IN FUND BALANCES	208,582	(2,692,225)	5,676,408	(4,408,076)	(207,328)	135,382	(1,287,257)
Fund Balances - October 1, 2019	19,179,586	5,417,749	(5,456,308)	19,881,368	207,328	20,117,067	59,346,790
FUND BALANCES - SEPTEMBER 30, 2020	$ 19,388,168	$ 2,725,524	$ 220,100	$ 15,473,292	$ -	$ 20,252,449	$ 58,059,533

See accompanying Notes to Financial Statements.

HIGHLANDS COUNTY, FLORIDA
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
YEAR ENDED SEPTEMBER 30, 2020

Net Change in Fund Balances - Total Governmental Funds	$ (1,287,257)
Amounts reported for governmental activities in the statement of activities are different because:	
Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives as depreciation or amortization expense. This is the amount by which net capital outlay exceeded depreciation and amortization in the current period.	5,044,467
In the statement of activities, only the gain on the sale of capital assets is reported. However, in the governmental funds, the proceeds from the sale increase financial resources. Thus the change in net position differs from the change in fund balance by the cost of capital assets sold.	(913,356)
Long-term liabilities are reported in the statement of net position but not in the governmental funds because they are not due and payable in the current period. Also, governmental funds report the effect of premiums, discounts and similar items when debt is first issued, whereas these amounts are amortized in the statement of activities. This amount is the net effect of these differences in the treatment of long-term debt and related items.	3,174,345
Some revenues reported in the statement of activities will not be collected for several months after the fiscal year and, therefore, are not reported as revenue in the governmental funds.	(2,583,128)
Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.	24,416
Changes in net pension liability reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in the governmental funds.	(12,426,691)
Changes in total other postemployment benefits liability reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in the governmental funds.	(97,545)
Internal service funds are used by management to charge the costs of insurance to individual funds. The net cost of certain activities of internal service funds is reported with governmental activities.	577,856
Change in Net Position of Governmental Activities	$ (8,486,893)

See accompanying Notes to Financial Statements.

HIGHLANDS COUNTY, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
GENERAL FUND
YEAR ENDED SEPTEMBER 30, 2020

	Budget			Variance with Final Budget Positive
	Original	Final	Actual	(Negative)
REVENUES				
Taxes	$ 42,307,643	$ 42,307,643	$ 42,469,378	$ 161,735
Licenses and Permits	1,500	1,500	885	(615)
Intergovernmental	15,115,760	19,443,070	19,225,262	(217,808)
Charges for Services	8,838,343	9,138,256	8,725,998	(412,258)
Fines and Forfeitures	54,000	54,000	52,000	(2,000)
Net Change in Fair Value of Investments	157,000	164,185	324,498	160,313
Miscellaneous	1,892,902	2,027,590	1,943,366	(84,224)
Total Revenues	68,367,148	73,136,244	72,741,387	(394,857)
EXPENDITURES				
Current:				
General Government	18,673,941	18,796,593	17,138,835	1,657,758
Public Safety	42,222,616	43,315,912	41,669,096	1,646,816
Physical Environment	1,579,393	1,375,798	1,053,657	322,141
Transportation	72,154	72,154	72,154	-
Economic Environment	1,617,494	1,626,663	1,508,065	118,598
Human Services	3,553,941	8,133,813	7,063,869	1,069,944
Culture and Recreation	2,541,796	2,555,364	2,391,394	163,970
Court Related	1,702,409	1,830,482	1,800,244	30,238
Total Expenditures	71,963,744	77,706,779	72,697,314	5,009,465
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	(3,596,596)	(4,570,535)	44,073	4,614,608
OTHER FINANCING SOURCES (USES)				
Transfers In	133,871	390,316	401,511	11,195
Transfers Out	(1,328,546)	(1,537,350)	(1,076,345)	461,005
Insurance Recoveries	-	4,914	12,985	8,071
Sale of Surplus Properties	200,000	200,000	826,358	626,358
Total Other Financing Sources (Uses)	(994,675)	(942,120)	164,509	1,106,629
NET CHANGE IN FUND BALANCE	(4,591,271)	(5,512,655)	208,582	5,721,237
Fund Balances - October 1, 2019	4,591,271	5,512,655	19,179,586	13,666,931
FUND BALANCES - SEPTEMBER 30, 2020	$ -	$ -	$ 19,388,168	$ 19,388,168

See accompanying Notes to Financial Statements.

HIGHLANDS COUNTY, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
COUNTY TRANSPORTATION TRUST FUND
YEAR ENDED SEPTEMBER 30, 2020

	Budget			Variance with Final Budget Positive
	Original	Final	Actual	(Negative)
REVENUES				
Taxes	$ 4,589,037	$ 4,589,038	$ 4,369,243	$ (219,795)
Licenses and Permits	52,000	52,000	69,330	17,330
Intergovernmental	3,331,181	3,350,976	3,040,147	(310,829)
Charges for Services	100,400	100,400	120,682	20,282
Net Change in Fair Value of Investments	50,400	50,400	44,535	(5,865)
Miscellaneous	2,632,340	2,632,340	1,519,741	(1,112,599)
Total Revenues	10,755,358	10,775,154	9,163,678	(1,611,476)
EXPENDITURES				
Current:				
Transportation:				
County Engineer	171,136	177,727	173,483	4,244
Engineering Services	1,644,261	1,690,879	1,485,857	205,022
Roads and Bridges	6,284,229	6,360,521	5,286,035	1,074,486
Bridge and Concrete	367,078	367,078	366,213	865
Maintenance Shop	869,026	871,795	804,428	67,367
Traffic Operations	1,171,639	1,193,230	1,086,728	106,502
Mowing - Right of Ways	596,678	596,678	513,559	83,119
County Shell Pit	252,060	252,060	205,924	46,136
Multi-Use Paths	97,340	97,340	-	97,340
Road and Bridge Superintendent	148,801	148,801	147,126	1,675
GIS	262,259	269,310	253,697	15,613
Total Expenditures	11,864,507	12,025,419	10,323,050	1,702,369
DEFICIENCY OF REVENUES UNDER EXPENDITURES	(1,109,149)	(1,250,265)	(1,159,372)	90,893
OTHER FINANCING SOURCES (USES)				
Transfers Out	(821,577)	(821,577)	(1,571,578)	(750,001)
Insurance Recoveries	-	-	38,725	38,725
Total Other Financing Sources (Uses)	(821,577)	(821,577)	(1,532,853)	(711,276)
NET CHANGE IN FUND BALANCE	(1,930,726)	(2,071,842)	(2,692,225)	(620,383)
Fund Balances - October 1, 2019	1,930,726	2,071,842	5,417,749	3,345,907
FUND BALANCES - SEPTEMBER 30, 2020	$ -	$ -	$ 2,725,524	$ 2,725,524

See accompanying Notes to Financial Statements.

HIGHLANDS COUNTY, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
ISTOKPOGA MARSH WATERSHED IMPROVEMENT DISTRICT FUND
YEAR ENDED SEPTEMBER 30, 2020

	Budget			Variance with Final Budget Positive
	Original	Final	Actual	(Negative)
REVENUES				
Intergovernmental	$ 618,812	$ 4,538,750	$ 5,660,798	$ 1,122,048
Assessments	142,941	142,941	145,728	2,787
Net Change in Fair Value of Investments	-	-	318	318
Total Revenues	761,753	4,681,691	5,806,844	1,125,153
EXPENDITURES				
Current:				
Physical Environment:				
Istokpoga Marsh Improvements	805,861	4,761,929	130,436	4,631,493
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	(44,108)	(80,238)	5,676,408	5,756,646
Fund Balances - October 1, 2019	44,108	80,238	(5,456,308)	(5,536,546)
FUND BALANCES - SEPTEMBER 30, 2020	$ -	$ -	$ 220,100	$ 220,100

See accompanying Notes to Financial Statements.

HIGHLANDS COUNTY, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
LOCAL GOVERNMENT INFRASTRUCTURE SURTAX FUND
YEAR ENDED SEPTEMBER 30, 2020

	Budget			Variance with Final Budget Positive
	Original	Final	Actual	(Negative)
REVENUES				
Taxes	$ 10,053,219	$ 10,053,219	$ 9,952,249	$ (100,970)
Intergovernmental	16,483,156	21,032,265	2,109,721	(18,922,544)
Net Change in Fair Value of Investments	197,000	197,000	208,016	11,016
Miscellaneous	-	-	170	170
Total Revenues	26,733,375	31,282,484	12,270,156	(19,012,328)
EXPENDITURES				
Current:				
General Government:				
Central Services	1,112,000	1,273,418	809,469	463,949
Facilities Management	2,873,646	2,593,273	1,148,951	1,444,322
Supervisor of Elections	-	4,715	4,175	540
Total General Government	3,985,646	3,871,406	1,962,595	1,908,811
Public Safety:				
Sheriff	400,000	499,900	499,783	117
County Jail	1,700,000	2,020,343	468,449	1,551,894
Local Emergency Management Agency	108,487	111,145	69,370	41,775
Ambulance Service	570,500	730,500	323,636	406,864
Communications Program	43,000	43,000	3,850	39,150
Total Public Safety	2,821,987	3,404,888	1,365,088	2,039,800
Physical Environment:				
Natural Resources	-	465,332	465,332	-
Transportation:				
Road and Bridges	26,316,796	33,576,920	10,159,392	23,417,528
Human Services:				
Animal Control	389,628	429,707	30,450	399,257
Culture and Recreation:				
Recreation Department	766,617	781,254	462,472	318,782
Parks Department	92,275	136,402	93,550	42,852
Library - Avon Park	13,468	11,802	-	11,802
Library - Sebring	11,804	13,471	-	13,471
Library - Lake Placid	13,471	13,471	-	13,471
Total Culture and Recreation	897,635	956,400	556,022	400,378

See accompanying Notes to Financial Statements.

HIGHLANDS COUNTY, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
LOCAL GOVERNMENT INFRASTRUCTURE SURTAX FUND (CONTINUED)
YEAR ENDED SEPTEMBER 30, 2020

	Budget			Variance with Final Budget Positive
	Original	Final	Actual	(Negative)
EXPENDITURES (CONTINUED)				
Current (Continued):				
Debt Service:				
Principal Retirement	$ 3,174,709	$ 3,174,348	$ 3,174,345	$ 3
Interest and Fiscal Charges	383,261	383,623	383,534	89
Total Debt Service	3,557,970	3,557,971	3,557,879	92
Total Expenditures	37,969,662	46,262,624	18,096,758	28,165,866
DEFICIENCY OF REVENUES UNDER EXPENDITURES	(11,236,287)	(14,980,140)	(5,826,602)	9,153,538
OTHER FINANCING SOURCES (USES)				
Transfers In	750,000	750,000	1,500,000	750,000
Transfers Out	(81,474)	(81,474)	(81,474)	-
Total Other Financing Sources (Uses)	668,526	668,526	1,418,526	750,000
NET CHANGE IN FUND BALANCE	(10,567,761)	(14,311,614)	(4,408,076)	9,903,538
Fund Balances - October 1, 2019	10,567,761	14,311,614	19,881,368	5,569,754
FUND BALANCES - SEPTEMBER 30, 2020	$ -	$ -	$ 15,473,292	$ 15,473,292

See accompanying Notes to Financial Statements.

HIGHLANDS COUNTY, FLORIDA
STATEMENT OF NET POSITION
PROPRIETARY FUNDS
SEPTEMBER 30, 2020

	Business-Type Activities - Enterprise Funds			Governmental Activities - Internal Service Funds
	Solid Waste	Energy Recovery	Total	
ASSETS				
Current Assets:				
Cash and Cash Equivalents	$ 6,986,444	$ 577,191	$ 7,563,635	$ 6,249,399
Investments	5,381,329	-	5,381,329	1,567,252
Accounts Receivable - Net	205,738	-	205,738	48,990
Due from Other Funds	29,109	-	29,109	-
Due from Other Governmental Units	26,645	-	26,645	-
Advances to Other Funds	71,000	-	71,000	-
Prepaid Items	63,076	-	63,076	-
Inventory	-	492,041	492,041	-
Total Current Assets	12,763,341	1,069,232	13,832,573	7,865,641
Noncurrent Assets:				
Restricted Cash and Cash Equivalents	6,583,912	-	6,583,912	-
Capital Assets:				
(Net of $13,455,867 Accumulated Depreciation)	6,866,718	1,981,666	8,848,384	-
Total Noncurrent Assets	13,450,630	1,981,666	15,432,296	-
Total Assets	26,213,971	3,050,898	29,264,869	7,865,641
DEFERRED OUTFLOWS OF RESOURCES				
Pension Related Items	355,612	-	355,612	-
OPEB Related Items	2,745	-	2,745	-
Total Deferred Outflows of Resources	358,357	-	358,357	-
LIABILITIES				
Current Liabilities:				
Vouchers Payable	574,009	2,202	576,211	36,795
Due to Other Funds	4,643	-	4,643	-
Accrued Wages Payable	42,786	-	42,786	-
Due to Other Governmental Units	682	209	891	-
Unearned Revenue	98	-	98	520,420
Compensated Absences - Current Portion	7,378	-	7,378	-
Landfill Closure Liability - Current Portion	90,217	-	90,217	-
Claims Payable	-	-	-	451,455
Total Current Liabilities	719,813	2,411	722,224	1,008,670

See accompanying Notes to Financial Statements.

HIGHLANDS COUNTY, FLORIDA
STATEMENT OF NET POSITION (CONTINUED)
PROPRIETARY FUNDS
SEPTEMBER 30, 2020

	Business-Type Activities - Enterprise Funds			
	Solid Waste	Energy Recovery	Total	Governmental Activities - Internal Service Funds
LIABILITIES (CONTINUED)				
Long-Term Liabilities:				
Payable from Restricted Assets -				
Customer Deposits	$ 90,373	$ -	$ 90,373	$ -
Landfill Closure Liability	6,493,539	-	6,493,539	-
Compensated Absences Payable	66,405	-	66,405	5,808,734
Total OPEB Liability	30,286	-	30,286	-
Landfill Closure Liability	1,461,469	-	1,461,469	-
Net Pension Liability	1,168,467	-	1,168,467	-
Total Long-Term Liabilities	9,310,539	-	9,310,539	5,808,734
Total Liabilities	10,030,352	2,411	10,032,763	6,817,404
DEFERRED INFLOWS OF RESOURCES				
Pension Related Items	30,604	-	30,604	-
OPEB Related Items	28,885	-	28,885	-
Total Deferred Inflows of Resources	59,489	-	59,489	-
NET POSITION				
Net Investment in Capital Assets	6,702,388	1,981,666	8,684,054	-
Unrestricted	9,780,099	1,066,821	10,846,920	1,048,237
Total Net Position	$ 16,482,487	$ 3,048,487	19,530,974	$ 1,048,237
Adjustment to Reflect Consolidation of Internal Service Fund Activities Related to Enterprise Funds			88,387	
Net Position of Business-Type Activities			$ 19,619,361	

See accompanying Notes to Financial Statements.

HIGHLANDS COUNTY, FLORIDA
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
PROPRIETARY FUNDS
YEAR ENDED SEPTEMBER 30, 2020

	Business-Type Activities - Enterprise Funds			
	Solid Waste	Energy Recovery	Total	Governmental Activities - Internal Service Funds
OPERATING REVENUES				
Charges for Services	$ 2,930,513	$ 4,998,541	$ 7,929,054	$ 18,413,129
Special Assessments	6,408,345	-	6,408,345	-
Sale of Recyclable Materials	3,374	-	3,374	-
Miscellaneous	137	-	137	-
Total Operating Revenues	9,342,369	4,998,541	14,340,910	18,413,129
OPERATING EXPENSES				
Personal Services	1,178,706	-	1,178,706	-
General and Administrative	6,998,205	4,617,326	11,615,531	6,645,146
Insurance and Claims	-	-	-	11,264,416
Depreciation	737,860	121,931	859,791	-
Total Operating Expenses	8,914,771	4,739,257	13,654,028	17,909,562
Operating Income (Loss)	427,598	259,284	686,882	503,567
NONOPERATING REVENUES (EXPENSES)				
Operating Grants	26,280	-	26,280	-
Net Change in Fair Value of Investments	274,574	1,733	276,307	84,123
Insurance Recoveries	23,552	-	23,552	-
Gain/(Loss) on Disposal of Capital Assets	15,000	-	15,000	-
Total Nonoperating Revenues (Expenses)	339,406	1,733	341,139	84,123
INCOME BEFORE TRANSFERS	767,004	261,017	1,028,021	587,690
Transfer Out	(96,023)	(198,775)	(294,798)	-
CHANGE IN NET POSITION	670,981	62,242	733,223	587,690
Net Position - October 1, 2019	15,811,506	2,986,245		460,547
NET POSITION - SEPTEMBER 30, 2020	$ 16,482,487	$ 3,048,487		$ 1,048,237
Adjustment to Reflect Consolidation of Internal Service Fund Activities Related to Enterprise Funds			9,834	
Change in Net Position of Business-Type Activities			$ 743,057	

See accompanying Notes to Financial Statements.

HIGHLANDS COUNTY, FLORIDA
STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS
YEAR ENDED SEPTEMBER 30, 2020

	Business-Type Activities - Enterprise Funds			
	Solid Waste	Energy Recovery	Total	Governmental Activities - Internal Service Funds
CASH FLOWS FROM OPERATING ACTIVITIES				
Cash Received from Customers	$ 9,290,212	$ 4,998,541	$ 14,288,753	$ -
Cash Received from Internal Customers	-	-	-	18,075,260
Cash Payments for Personal Services	(1,046,546)	-	(1,046,546)	-
Cash Payments to Vendors	(6,475,172)	(4,474,943)	(10,950,115)	-
Cash Payments for Insurance Premiums and Claims	-	-	-	(13,153,768)
Cash Payments to Employees for Services	-	-	-	(4,924,268)
Customer Deposits	1,500	-	1,500	-
Insurance Recoveries	23,552	-	23,552	-
Other Miscellaneous Cash Received	3,374	-	3,374	-
Net Cash Provided (Used) by Operating Activities	1,796,920	523,598	2,320,518	(2,776)
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES				
Grant Funds Received	90,909	-	90,909	-
Advance to Other Funds	(30,608)	-	(30,608)	-
Operating Transfers to Other Funds	(96,023)	(198,775)	(294,798)	(362)
Net Cash Provided (Used) by Noncapital Financing Activities	(35,722)	(198,775)	(234,497)	(362)
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES				
Proceeds from the Sale of Capital Assets	15,000	-	15,000	-
Acquisition of Capital Assets	(785,405)	-	(785,405)	-
Net Cash Used by Capital and Related Financing Activities	(770,405)	-	(770,405)	-
CASH FLOWS FROM INVESTING ACTIVITIES				
Purchase of Investments	(2,255,958)	-	(2,255,958)	(200,000)
Sale of Investments	3,793,299	-	3,793,299	466,710
Investment Income	169,305	1,733	171,038	55,835
Net Cash Provided by Investing Activities	1,706,646	1,733	1,708,379	322,545
NET INCREASE IN CASH AND CASH EQUIVALENTS	2,697,439	326,556	3,023,995	319,407
Cash and Cash Equivalents - October 1, 2019	10,872,917	250,635	11,123,552	5,929,992
CASH AND CASH EQUIVALENTS - SEPTEMBER 30, 2020	$ 13,570,356	$ 577,191	$ 14,147,547	$ 6,249,399

See accompanying Notes to Financial Statements.

HIGHLANDS COUNTY, FLORIDA
STATEMENT OF CASH FLOWS (CONTINUED)
PROPRIETARY FUNDS
YEAR ENDED SEPTEMBER 30, 2020

	Business-Type Activities - Enterprise Funds			Governmental Activities - Internal Service Funds
	Solid Waste	Energy Recovery	Total	
RECONCILIATION OF NET OPERATING INCOME (LOSS) TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES				
Operating Income (Loss)	$ 427,598	$ 259,284	$ 686,882	$ 503,567
Adjustments to Reconcile Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities:				
Depreciation	737,860	121,931	859,791	-
Insurance Recoveries	23,552	-	23,552	-
Changes in Assets, Deferred Outflows of Resources, Liabilities, and Deferred Inflows of Resources:				
(Increase) Decrease in:				
Accounts Receivable	(51,830)	-	(51,830)	(38,807)
Inventory	-	164,607	164,607	-
Due from Other Funds	(11,300)	-	(11,300)	-
Due from Other Governmental Units	2,947	-	2,947	-
Prepaid Items	15,995	-	15,995	-
Deferred Outflows Related to Pensions	(50,430)	-	(50,430)	-
Deferred Outflows Related to OPEB	649	-	649	-
Increase (Decrease) in:				
Vouchers Payable	(49,036)	(22,433)	(71,469)	(673,283)
Accrued Wages Payable	566	-	566	-
Due to Other Funds	4,643	-	4,643	-
Due to Other Governmental Units	682	209	891	-
Claims Payable	-	-	-	2,522
Compensated Absences	(3,929)	-	(3,929)	502,287
Landfill Closure Liability	562,049	-	562,049	-
Unearned Revenues	98	-	98	(299,062)
Customer Deposits	1,500	-	1,500	-
Total OPEB Liability	(26,028)	-	(26,028)	-
Net Pension Liability	227,726	-	227,726	-
Deferred Inflows Related to Pensions	(44,465)	-	(44,465)	-
Deferred Inflows Related to OPEB	28,073	-	28,073	-
Total Adjustments	1,369,322	264,314	1,633,636	(506,343)
Net Cash Provided (Used) by Operating Activities	$ 1,796,920	$ 523,598	$ 2,320,518	$ (2,776)
NONCASH CAPITAL AND INVESTING ACTIVITIES				
Capital Additions Funded by Accounts Payable	$ 164,330	$ -	$ 164,330	$ -
Change in Fair Value of Investments	98,331	-	98,331	-
Total Noncash Capital and Investing Activities	$ 262,661	$ -	$ 262,661	$ -
RECONCILIATION OF CASH AND CASH EQUIVALENTS TO STATEMENT OF NET POSITION CASH AND CASH EQUIVALENTS				
Total Cash and Cash Equivalents	$ 13,570,356	$ 577,191	$ 14,147,547	$ 6,249,399
Less: Restricted Cash and Investments	6,583,912	-	6,583,912	-
Total Unrestricted Cash and Cash Equivalents	$ 6,986,444	$ 577,191	$ 7,563,635	$ 6,249,399

See accompanying Notes to Financial Statements.

HIGHLANDS COUNTY, FLORIDA
STATEMENT OF FIDUCIARY NET POSITION
AGENCY FUNDS
SEPTEMBER 30, 2020

ASSETS	
Cash and Cash Equivalents	$ 3,411,130
Due from Others	36,985
Due from Other Governmental Units	3,252
Total Assets	$ 3,451,367
LIABILITIES	
Due to Others	$ 575,619
Due to Other Governmental Units	1,935,445
Deposits	940,303
Total Liabilities	$ 3,451,367

See accompanying Notes to Financial Statements.

HIGHLANDS COUNTY, FLORIDA
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020

Note **Page**

1. Summary of Significant Accounting Policies 43-68
2. Cash, Cash Equivalents and Investments 69-75
3. Accounts Receivable 75
4. Capital Assets 76-77
5. Interfund Balances 78
6. Restricted Assets 78
7. Long-Term Liabilities 79-81
8. Governmental Fund Balances 81
9. Personnel Commitments 82
10. Other Postemployment Health Care Benefits 82-84
11. Landfill Closure and Post-Closure Care Cost 85
12. Miscellaneous Revenue 85
13. Major Customers 86
14. Commitments and Contingencies 86-87
15. Risk Management 87-88
16. Defined Benefit Pension Plans 88-96
17. Defined Contribution Plan 97
18. Fund Balance Deficit 98
19. Interfund Transfers 98
20. Tax Abatements 99

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Reporting Entity

Highlands County (County) is a non-charter County established under the Constitution and the laws of the State of Florida. The six offices elected county-wide are as follows: Board of County Commissioners (Board) composed of five members, Clerk of the Courts (Clerk), Property Appraiser, Tax Collector, Sheriff, and Supervisor of Elections.

The Board, as the legislative body for the County, budgets and provides the funding used by the separate constitutional offices with the exception of fees collected by the Tax Collector, Property Appraiser, and the Clerk's court operations. Under the direction of the Clerk, the Division of Business Services maintains the accounting system for the Board's operations. The Clerk, Property Appraiser, Tax Collector, Sheriff, and Supervisor of Elections each maintain their own accounting system. The operations of the Board and each constitutional office have been combined in these financial statements.

As required by accounting principles generally accepted in the United States of America (GAAP), these financial statements present the government and its component units, entities for which the government is considered to be financially accountable. Blended component units, although legally separate entities, are in substance part of the government's operations, so data from these units are combined with data of the primary government.

Blended Component Units

The following component units are included in the accompanying financial statements as part of the primary government because they satisfy the criteria in Governmental Accounting Standards Board (GASB) pronouncements:

Istokpoga Marsh Watershed Improvement District was established by Ordinance 80-2 to provide flood and erosion control and improvements to waterways within the District. The Board is the ex-officio board of supervisors, the governing body of the District, and approves the annual budget of the District. Management of the County has operational responsibility for the District. The Improvement District is operated as a special revenue fund of the Board.

Lake Placid Sun-N-Lake Estates Fire District was established by Ordinance 81-2 to provide fire protection services to the residents of the District. The Board is the ex-officio board of supervisors, the governing board of the District, and approves the annual budget of the District. Management of the County has operational responsibility for the District. The Fire District is operated as a special revenue fund of the Board.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

A. Reporting Entity (Continued)

Blended Component Units (Continued)

DeSoto City Special Benefit Fire District was established by Ordinance 03-04-5 (82-6 was amended in its entirety) to provide fire protection services to the residents within the District. The Board serves as the board of supervisors, the governing body of the District, and approves the annual budget of the District. Management of the County has operational responsibility for the District. The Special Benefit Fire District is operated as a special revenue fund of the Board.

Orange Villa Special Benefit District was established by Ordinance 79-1 to provide street and recreational lights within the District. The Board serves as the governing body of the District and approves the annual budget of the District. Management of the County has operational responsibility for the District. The Special Benefit District is operated as a special revenue fund of the Board.

Hickory Hills Special Benefit District was established by Ordinance 87-3 to provide street and recreational facilities within the District. The Board serves as the board of supervisors, the governing body of the District, and approves the annual budget of the District. Management of the County has operational responsibility for the District. The Special Benefit District is operated as a special revenue fund of the Board.

Placid Lakes Special Benefit District was established by Ordinance 92-10 to provide maintenance of recreational areas, streets, fire protection, and canals. The Board is the ex-officio board of supervisors, the governing body of the District, and approves the annual budget of the District. Management of the County has operational responsibility for the District. The Special Benefit District is operated as a special revenue fund of the Board.

Sebring Country Estates Special Benefit District was established by Ordinance 78-4 to provide installation and maintenance of street lighting within the District. The Board serves as the governing body of the District and approves the annual budget of the District. Management of the County has operational responsibility for the District. The Special Benefit District is operated as a special revenue fund of the Board.

Avon Park Estates Special Benefit District was established by Ordinance 80-5 to provide road maintenance, improvements, reconstruction and paving, drainage maintenance, maintenance of streetlights, and other purposes within the District. The Board serves as the governing body of the District and approves the annual budget of the District. Management of the County has operational responsibility for the District. The Special Benefit District is operated as a special revenue fund of the Board.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

A. Reporting Entity (Continued)

Blended Component Units (Continued)

Highlands Lakes Special Tax District was established by Ordinance 84-1 to provide fire protection services within the District. The Board serves as the board of supervisors, the governing body of the District, and approves the annual budget of the District. Management of the County has operational responsibility for the District. The Special Tax District is operated as a special revenue fund of the Board.

Highlands Park Special Benefit Fire District was established by Ordinance 88-4 to provide fire protection services directly, or by assistance, to local volunteer fire departments on property located within the District. The Board serves as the governing body of the District and approves the annual budget of the District. Management of the County has operational responsibility for the District. The Special Benefit Fire District is operated as a special revenue fund of the Board.

Highlands Park Estates Improvement Trust was established by resolution in 1981 (Resolution Book 6, Page 20) to assure maintenance, construction and repairs on public thoroughfares in Highlands Park Estates Subdivision. The Board serves as the governing body of the District and approves the annual budget of the District. Management of the County has operational responsibility for the District. The Improvement Trust is operated as a special revenue fund of the Board.

Leisure Lakes Special Benefit Fire District was established by Ordinance 85-4 to provide fire protection services within the District. The Board serves as the governing body of the District and approves the annual budget of the District. Management of the County has operational responsibility for the District. The Special Benefit Fire District is operated as a special revenue fund of the Board.

Sebring Hills Special Benefit District was established by Ordinance 89-5 to provide street lights within the District. The Board serves as the board of supervisors, the governing body of the District, and approves the annual budget of the District. Management of the County has operational responsibility for the District. The Special Benefit District is operated as a special revenue fund of the Board.

Red Hill Farms Improvement District was established by Ordinance 89-16 to provide construction and maintenance of roads and drainage facilities within the District. The Board serves as the governing body of the District and approves the annual budget of the District. Management of the County has operational responsibility for the District. The Improvement District is operated as a special revenue fund of the Board.

Orange Blossom Estates Special Benefit District was established by Ordinance 90-16 to provide road maintenance, construction of roads, and drainage facilities. The Board serves as the governing body of the District and approves the annual budget of the District. Management of the County has operational responsibility for the District. The Special Benefit District is operated as a special revenue fund of the Board.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

A. Reporting Entity (Continued)

Blended Component Units (Continued)

Sun-N-Lakes of Lake Placid Recreation District was established by Ordinance 92-35 to provide recreational facilities, maintenance of parks and installation and maintenance of streetlights within the District. The Board is the ex-officio board of supervisors, the governing body of the District, and approves the annual budget of the District. Management of the County has operational responsibility for the District. The Recreation District is operated as a special revenue fund of the Board.

Sebring Acres Special Benefit District was established by Ordinance 94-14 and Section 125.01(1)(q), Florida Statutes, to provide flood and erosion control, water and sewer systems, road maintenance, fire protection, recreational facilities, and street lighting within the District. The Board is the ex-officio board of supervisors, the governing body of the District, and approves the annual budget of the District. Management of the County has operational responsibility for the District. The Special Benefit District is operated as a special revenue fund of the Board.

Orange Blossom (Unit 12) Special Benefit District was established by Ordinance 95-39 and Section 125.01(1)(q), Florida Statutes, to provide flood and erosion control, water and sewer systems, fire protection services, recreational facilities, road maintenance, and street lighting within the District. The Board is the ex-officio board of supervisors, the governing body of the District, and approves the annual budget of the District. Management of the County has operational responsibility for the District. The Special Benefit District is operated as a special revenue fund of the Board.

Lake Haven Estates Special Benefit District was established by Ordinance 95-34 and Section 125.01(1)(q), Florida Statutes, to provide street lighting within the District. The Board is the ex-officio board of supervisors, the governing body of the District, and approves the annual budget of the District. Management of the County has operational responsibility for the District. The Special Benefit District is operated as a special revenue fund of the Board.

Lorida Special Benefit Fire District was established by Ordinance 96-20 to provide fire protection services within the District. The Board is the ex-officio board of supervisors, the governing body of the District, and approves the annual budget of the District. Management of the County has operational responsibility for the District. The Special Benefit Fire District is operated as a special revenue fund of the Board.

Lake Placid Special Benefit Fire District was established by Ordinance 98-03 to provide fire protection services within the District. The Board is the ex-officio board of supervisors, the governing body of the District, and approves the annual budget of the District. Management of the County has operational responsibility for the District. The Special Benefit Fire District is operated as a special revenue fund of the Board.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

A. Reporting Entity (Continued)

Blended Component Units (Continued)

Highway Park Special Benefit District was established by Ordinance 98-36 to provide and maintain street lighting within the District and pay the electrical bills incurred. The Board is the ex-officio board of supervisors, is the governing body of the District and approves the annual budget of the District. Management of the County has operational responsibility for the District. The Special Benefit District is operated as a special revenue fund of the Board.

Sun-N-Lakes 1-20 Improvement Trust was established by Resolution 2001-96 to assure construction of drainage and paved streets in Units 1 through 20 of Sun-n-Lakes Estates of Lake Placid Subdivision. The Board serves as the governing body of the District and approves the annual budget of the District. Management of the County has operational responsibility for the District. The Improvement Trust is operated as a special revenue fund of the Board.

Highlands Park Estates Special Benefit District was established by Ordinance 00-25 to provide facilities and improvements within the District. The Board is the ex-officio board of supervisors, the governing body of the District, and approves the annual budget of the District. Management of the County has operational responsibility for the District. The Special Benefit District is operated as a special revenue fund of the Board.

West Sebring Special Benefit Fire District was established by Ordinance 01-02-6 to provide fire protection services within the District. The Board is the ex-officio board of supervisors, the governing body of the District, and approves the annual budget of the District. Management of the County has operational responsibility for the District. The Special Benefit Fire District is operated as a special revenue fund of the Board.

Venus Special Benefit Fire District was established by Ordinance 96-19 to provide fire protection services within the District. The Board serves as the board of supervisors, the governing body of the District, and approves the annual budget of the District. Management of the County has operational responsibility for the District. The Special Benefit Fire District is operated as a special revenue fund of the Board.

Placid Lakes Special Benefit Fire District was established by Ordinance 03-04-6 to provide fire protection services within the District. The Board serves as the board of supervisors, the governing body of the District, and approves the annual budget of the district. Management of the County has operational responsibility for the District. The Special Benefit Fire District is operated as a special revenue fund of the Board.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

A. Reporting Entity (Continued)

Blended Component Units (Continued)

Oak Manor Avenue Road Paving District was established by Ordinance 19-20-06 to track the special assessment financing for paving Oak Manor Avenue. The Board serves as the board of supervisors, the governing body of the District, and approves the annual budget of the District. Management of the County has operational responsibility for the District. The Road Paving District is operated as a special revenue fund of the Board.

Thunderbird Hill Wastewater Special Benefit District was established by Ordinance 07-08-13 to track the special assessment financing of the upgrade, construction and operations of the wastewater infrastructure for the Thunderbird Hills area. The Board serves as the board of supervisors, the governing body of the District, and approves the annual budget of the District. Management of the County has operational responsibility for the District. The Special Benefit District is operated as a special revenue fund of the Board.

Highlands County Fire Protection Special Benefit District was established by Ordinance 17-18-04 to track the special assessment to provide fire protection services within the County. The Board serves as the board of supervisors, the governing body of the District, and approves the annual budget of the district. Management of the County has operational responsibility for the District. The Special Benefit District is operated as a special revenue fund of the Board.

B. Measurement Focus and Basis of Accounting

The basic financial statements of the County are composed of the following:

- Government-wide financial statements
- Fund financial statements
- Notes to the financial statements

Government-Wide Financial Statements

Government-wide financial statements display information about the reporting government as a whole, except for its fiduciary activities. These statements include separate columns for the governmental and business-type activities of the primary government. Governmental activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely, to a significant extent, on fees and charges for support.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

B. Measurement Focus and Basis of Accounting (Continued)

Government-Wide Financial Statements (Continued)

Government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary fund financial statements. Under the accrual basis of accounting, revenues, expenses, gains, losses, assets, deferred outflows of resources, liabilities, and deferred inflows of resources resulting from exchange and exchange-like transactions are recognized when the exchange takes place. Revenues, expenses, gains, losses, assets, deferred outflows of resources, liabilities, and deferred inflows of resources resulting from nonexchange transactions are recognized in accordance with the requirements of GASB Statement No. 33 – *Accounting and Financial Reporting for Nonexchange Transactions*.

Program revenues derive directly from the program itself or from parties outside the reporting government's taxpayers or citizenry, as a whole; they reduce the cost of the function to be financed from the government's general revenues. Program revenues include charges for services, program specific operating grants and contributions and program specific capital grants and contributions. Program revenues are netted with program expenses in the statement of activities to present the net cost of each program.

In the State of Florida, certain state shared revenues are considered to be unrestricted general revenues.

Amounts paid to acquire capital assets are capitalized as assets in the government-wide financial statements, rather than reported as an expenditure. Proceeds of long-term debt are recorded as liabilities in the government-wide financial statements, rather than as other financing sources. Amounts paid to reduce long-term indebtedness of the reporting government are reported as a reduction of the related liability, rather than as an expenditure.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements, with an exception for interfund services provided and used, which are not eliminated in the process of consolidation. The County chooses to eliminate the indirect costs between governmental activities to avoid a "doubling up" effect.

The County's fiduciary funds are presented in the fund financial statements by type (agency). Since these assets are being held for the benefit of a third party and cannot be used to address activities or obligations of the government, these funds are not incorporated into the government-wide statements.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

B. Measurement Focus and Basis of Accounting (Continued)

Fund Financial Statements

The underlying accounting system of the County is organized and operated on the basis of separate funds, each of which is considered to be a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, deferred outflows of resources, liabilities, deferred inflows of resources, fund equity, revenues and expenditures or expenses, as appropriate. Governmental resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

Fund financial statements for the primary government's governmental, proprietary and fiduciary funds are presented after the government-wide financial statements. These statements display information about major funds individually and nonmajor funds in the aggregate for governmental and enterprise funds. The fiduciary statement includes financial information for the agency funds. The agency funds of the County primarily represent assets held by the County in a custodial capacity for other individuals or governments.

When both restricted and unrestricted resources are combined in a fund, expenses are considered to be paid first from restricted resources and then from unrestricted resources.

Governmental Funds

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collected within the current period or soon enough thereafter to pay liabilities of the current period. Revenues susceptible to accrual are certain tax revenues, intergovernmental revenues, emergency medical services (EMS), and investment earnings. Major revenue sources not susceptible to accrual include charges for services (other than EMS), fines and forfeitures, and miscellaneous revenues. For this purpose, the County considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting.

Under the current financial resources measurement focus, only current assets, deferred outflows of resources, current liabilities, and deferred inflows of resources are generally included on the balance sheet. The reported fund balance is considered to be a measure of "available spendable resources". Governmental funds operating statements present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in net current assets. Accordingly, they are said to present a summary of sources and uses of "available spendable resources" during a period.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

B. Measurement Focus and Basis of Accounting (Continued)

Governmental Funds (Continued)

Because of their spending measurement focus, expenditure recognition for governmental funds excludes amounts represented by noncurrent liabilities. Since they do not affect net current assets, such long-term amounts are not recognized as governmental funds expenditures or fund liabilities.

Amounts expended to acquire capital assets are recorded as expenditures in the year that resources were expended, rather than as fund assets. The proceeds of long-term debt are recorded as an other financing source rather than as a fund liability. However, debt service expenditures and claims and judgments are recorded only when payment is due.

Proprietary Funds

The County's enterprise funds and internal service funds are proprietary funds. In the fund financial statements, proprietary funds are presented using the accrual basis of accounting. Revenues are recognized when they are earned and expenses are recognized when the related goods or services are delivered. In the fund financial statements, proprietary funds are presented using the economic resources measurement focus. This means that all assets and all liabilities (whether current or noncurrent) associated with their activity are included on their statement of net position. Proprietary funds operating statements present increases (revenues) and decreases (expenses) in total net position.

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The operating revenues of the County's enterprise funds, the Solid Waste Disposal System and Energy Recovery System are charges for services to customers. Operating expenses of these operations include salaries, contractual services, materials and supplies, utilities, equipment rental and maintenance, administrative charges, and depreciation. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

When both restricted and unrestricted resources are available for use, it is the County's policy to first apply restricted resources when an expense is incurred for purposes for which both restricted and unrestricted assets are available.

Amounts paid to acquire capital assets are capitalized as assets in the fund financial statements, rather than reported as an expense. Proceeds of long-term debt are recorded as a liability in the fund financial statements, rather than as an other financing source. Amounts paid to reduce long-term indebtedness are reported as a reduction of the related liabilities, rather than as an expense.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

B. Measurement Focus and Basis of Accounting (Continued)

Basis of Presentation

GASB Statement No. 34 sets forth minimum criteria (percentage of the assets plus deferred outflows of resources, liabilities plus deferred inflows of resources, revenues, or expenditures/expenses of either fund category and the governmental and enterprise combined) for the determination of major funds. The nonmajor funds are combined in a column in the fund financial statements and detailed in the combining section.

The County considers the County Transportation Trust Fund, the HCISSR Fund, and the Energy Recovery Fund important to financial statement users because of public interest and is, therefore, reporting those funds as major funds even though the quantitative criteria have not been met.

Governmental Major Funds

General Fund – The General Fund is the general operating fund of the County. It is used to account for all financial resources, except those required to be accounted for in another fund.

County Transportation Trust – The County Transportation Trust Fund is a special revenue fund used to account for the operations of the road and bridge department. Financing is provided principally by the County's share of state gasoline taxes and the sixth-cent local option gas tax which are restricted.

Istokpoga Marsh Watershed Improvement District – The Istokpoga Marsh Watershed Improvement District Fund is a special revenue fund used to account for assessments and Federal and State grants relating to water control and improvements for the restoration of the watershed of Lake Okeechobee and the Florida Everglades. The Istokpoga Marsh Watershed Improvement District accounts for the purchase of land and the building of infrastructure through Federal and State grants as well as property assessments to create retention areas for excess water for the use of agriculture and to improve water quality of Lake Okeechobee and the Florida Everglades.

Local Government Infrastructure Surtax – The Local Government Infrastructure Surtax Fund is a special revenue fund used to account for the one-cent local discretionary sales surtax that was approved by voters. This revenue collected is restricted per Section 212.055(2), Florida Statutes.

Highlands County Infrastructure Sales Surtax Refunding Revenue Note (HCISSR Construction) – The HCISSR Construction Fund is a capital projects fund used to account for financial resources to be used for the acquisition or construction of major capital facilities and infrastructure projects (other than those financed by proprietary funds).

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

B. Measurement Focus and Basis of Accounting (Continued)

Proprietary Major Funds

Solid Waste – The Solid Waste Fund accounts for all facilities and administration relating to the sanitary disposal of solid waste (refuse).

Energy Recovery – The Energy Recovery Fund accounts for the operation of a County owned and operated asphalt plant.

Other Fund Types

Internal Service Funds – The Internal Service Funds account for employee benefits, insurance, and compensated absences provided to other departments of the County on a cost reimbursement basis.

Agency Funds – The Agency Funds account for all assets held by the County in its capacity as custodian or agent for individuals, other governmental units and non-public organizations. The Agency Funds are custodial in nature (assets equal liabilities) and do not involve measurement of results of operations. A description of each agency fund can be found on page 192.

C. Budgets and Budgetary Accounting

The following are the procedures followed by the Board in establishing the budget for Highlands County:

1. On or before June 1 of each year, the Sheriff, the Clerk, the Tax Collector and the Supervisor of Elections submit to the Board a tentative budget for their respective offices for the ensuing fiscal year.

2. Within 15 days after certification of the ad valorem tax roll by the Property Appraiser, the Office of Management and Budget submits to the Board a proposed operating budget for the fiscal year commencing the following October 1. The operating budget includes proposed expenditures and the means of financing them.

3. By Board resolution, a tentative budget is submitted to the public and public hearings are held to obtain taxpayers' comments.

4. Within 20 days after adoption of the tentative budget, a final budget is submitted for review and adoption at a final public hearing.

5. The County's operating budget is legally enacted through passage of a resolution at the final public hearing. Accordingly, the funds have an adopted budget as required by Section 129.03, Florida Statutes.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

C. Budgets and Budgetary Accounting (Continued)

6. Section 129.07, Florida Statutes, as amended in 1978, provides that only expenditures in excess of total fund budgets are unlawful. However, because the Board acts on all budget changes between departments, this becomes the level of control. The budgetary data presented herein was amended by the Board during the year in a legally permissible manner.

7. Formal budgetary integration is employed as a management control device during the year for all Governmental Funds and Proprietary Funds except for the Industrial Development Agency Fund, Court Fund, Public Records Modernization Trust Fund, Teen Court Operations Fund, Court Related Technology Modernization Trust Fund, Homeowner's Foreclosure Education Fund, Community Donations Fund, and the Inmate Welfare Fund, which do not have legally adopted budgets.

8. Annual appropriated budgets for the General, Special Revenue, Capital Projects, and Proprietary Funds are legally adopted on a basis consistent with GAAP. However, the only funds required to report budgets are the General and Special Revenue Funds.

9. It is the Board's policy to amend the budget when unanticipated revenues and expenditures occur.

10. All appropriations lapse at the close of the fiscal year.

11. The Clerk's Court Services Fund does not budget for the excess of revenue over expenditures that is required to be returned to the state of Florida. For the year ending September 30, 2020, $5,167 of revenue over expenditures returned to the state of Florida is included in total expenditures.

D. Reconciliation of Government-Wide and Fund Financial Statements

Explanation of Differences Between the Governmental Fund Balance Sheet and the Government-Wide Statement of Net Position

"Total fund balances" of the County's governmental funds, $58,059,533, differs from "net position" of governmental activities, $216,376,049, reported in the statement of net position. This difference primarily results from the long-term economic focus of the statement of net position versus the current financial resources focus of the governmental fund balance sheet.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

D. Reconciliation of Government-Wide and Fund Financial Statements (Continued)

Explanation of Differences Between the Governmental Fund Balance Sheet and the Government-Wide Statement of Net Position (Continued)

Capital Related Items

When capital assets (property, plant, equipment) that are to be used in governmental activities are purchased or constructed, the cost of those assets is reported as expenditures in governmental funds. However, the statement of net position includes those capital assets among the assets of the County as a whole.

Cost of Capital Assets	$ 341,743,759
Accumulated Depreciation/Amortization	(90,518,749)
Total Capital Assets	$ 251,225,010

Receivable Transactions

Certain receivables are not available to pay current period expenditures, and therefore are reported as deferred inflows of resources in the funds. Balances as of September 30, 2020 were:

Deferred Inflows of Resources	$ 1,261,506

Long-Term Debt Transactions

Long-term liabilities applicable to the County's governmental activities are not due and payable in the current period and accordingly are not reported as fund liabilities. All liabilities (both current and long term) are reported in the statement of net position. Balances as of September 30, 2020 were:

Notes Payable	$ (22,714,207)

Accrued Interest

Accrued liabilities in the statement of net position differ from the amount reported in governmental funds due to accrued interest on notes payable and capital leases.

Accrued Interest on Notes Payable and Capital Leases	$ (161,855)

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

D. Reconciliation of Government-Wide and Fund Financial Statements (Continued)

Explanation of Differences Between the Governmental Fund Balance Sheet and the Government-Wide Statement of Net Position (Continued)

Pension Related Items

Net pension liability and related deferred outflows and inflows of resources are not due and payable in the current period, and accordingly, are not reported as fund liabilities. Accrued pension contributions included in the Compensated Absences Fund were adjusted to avoid duplication of the pension liability. Balances as of September 30, 2020 were:

Net Pension Liability	$ (99,983,144)
Deferred Outflows of Resources - Pension Related	31,759,187
Deferred Inflows of Resources - Pension Related	(1,891,276)
Compensated Absences Adjustment	494,623
Total	$ (69,620,610)

Other Postemployment Benefits Related Items

Total other postemployment benefits (OPEB) liability and related deferred outflows and inflows of resources are not due and payable in the current period, and accordingly, are not reported as fund liabilities. Balances as of September 30, 2020 were:

Total OPEB Liability	$ (1,413,326)
Deferred Outflows of Resources - OPEB Related	128,093
Deferred Inflows of Resources - OPEB Related	(1,347,945)
Total	$ (2,633,178)

Internal Service Funds

Internal service funds are used by management to charge the costs of risk retention, employee benefits and compensated absences to individual funds. The assets and liabilities of the internal service funds are included in governmental activities in the statement of net position because they primarily serve governmental activities of the County.

Internal Service Funds	$ 959,850

Elimination of Interfund Receivables/Payables

Interfund receivables, payables, and advances in the amount of $267,827 between governmental funds were eliminated from the statement of net position.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

D. Reconciliation of Government-Wide and Fund Financial Statements (Continued)

Explanation of Differences Between the Governmental Fund Operating Statement and the Statement of Activities

The "net change in fund balances" for governmental funds, $(1,287,257), differs from the "change in net position" for governmental activities, $(8,486,893) reported in the statement of activities. The differences arise primarily from the long-term economic focus of the statement of activities versus the current financial resources focus of the governmental funds. The effect of the differences is illustrated below.

Capital Related Items

When capital assets that are to be used in governmental activities are purchased or constructed, the resources expended for those assets are reported as expenditures in governmental funds. However, in the statement of activities, the costs of those assets is allocated over their estimated useful lives and reported as depreciation/amortization expense. As a result, fund balances decrease by the amount of financial resources expended, whereas net position decreases by the amount of depreciation/amortization expense charged for the year.

Capital Outlay	$ 11,616,887
County Acquired Surplus Properties	570,629
Depreciation/Amortization Expense	(7,143,049)
Difference	$ 5,044,467

In the statement of activities, the gain/loss on the sale of capital assets is reported. However, in the governmental funds, the proceeds from the sale increase financial resources. Thus, the change in net position differs from the change in fund balance by the cost of the capital assets sold.

Sale of Capital Assets	$ (913,356)

Long-Term Debt Transactions

The issuance of long-term debt provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position. Also, governmental funds report the effect of premiums, discounts, and similar items when debt is first issued, whereas these amounts are amortized in the statement of activities.

Principal Repayments of Notes Payable	$ 2,328,436
Principal Repayments of Capital Leases	845,909
Net Adjustment	$ 3,174,345

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

D. Reconciliation of Government-Wide and Fund Financial Statements (Continued)

Explanation of Differences Between the Governmental Fund Operating Statement and the Statement of Activities (Continued)

Revenue Transactions

Some revenue reported in the statement of activities will not be collected for several months after the fiscal year-end and, therefore, are not reported as revenue in the governmental funds.

Intergovernmental Revenue	$ (2,438,277)
Charges for Services	(144,851)
Total Adjustment	$ (2,583,128)

Expense Transactions

Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.

Net Change in Interest Payable	$ 26,082
Amortization of Bond Refunding Costs	(1,666)
Total Adjustment	$ 24,416

Pension Related Items

Changes in net pension obligations reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in the governmental funds.

Pension Expense	$ (12,426,691)

Other Postemployment Benefits Related Items

Changes in total OPEB obligations reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in the governmental funds.

OPEB Expense	$ (97,545)

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

D. Reconciliation of Government-Wide and Fund Financial Statements (Continued)

Explanation of Differences Between the Governmental Fund Operating Statement and the Statement of Activities (Continued)

Internal Service Funds Net Cost

The assets and liabilities of the internal service funds are included in governmental activities in the statement of net position because they primarily serve governmental activities of the County.

Internal Service Funds Change in Net Position	$	587,690
Internal Service Funds Operating Loss Allocated to Business-Type Activities		(9,834)
Net Adjustment	$	577,856

Transfers in and transfers out in the amount of $2,836,110 between governmental funds were eliminated from the statement of activities.

E. Cash and Cash Equivalents

Cash and cash equivalents include cash on hand as well as demand deposits and investments with original maturities of three months or less from the date of acquisition.

Cash balances from the majority of funds are pooled for investment purposes. Earnings from such investments are allocated to the respective funds based on applicable cash participation by each fund. The investment pools are managed such that all participating funds have the ability to deposit and withdraw cash as if they were demand deposit accounts and, therefore, all balances representing participants' equity in the investment pools are classified as cash equivalents for purposes of these financial statements.

For the purpose of the statement of cash flows, each fund's equity in the investment pool is considered to be a cash equivalent since deposits and withdrawals can be made at any time without prior notice or penalty.

F. Investments

The County's investment policy authorizes investment of surplus funds in local government investment pools, certificates of deposit and savings accounts, money market mutual funds, and securities issued by the United States Treasury. The policy was adopted pursuant to Section 218.415, Florida Statutes.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

F. Investments (Continued)

In accordance with the provisions of GASB Statement No. 31, the County reports investments at their fair value on the balance sheet or statement of net position, as applicable, with unrealized gains and losses charged or credited to the net change in fair value of investments. The fair value of each security is based on the quoted market value provided by the broker. Money market investments, the Local Government Surplus Funds Trust Funds PRIME Fund and the Florida Local Government Investment Trust (FLGIT) Day to Day Fund are reported as cash equivalents at amortized cost. Florida Surplus Asset Fund Trust (FL SAFE) Stable NAV Fund, Florida Cooperative Liquid Assets Securities System (FLCLASS), the Florida Public Assets for Liquidity Management Portfolio (FL PALM), the Florida Local Government Investment Trust (FLGIT) Day to Day Fund, the Florida Surplus Asset Fund Trust (FL SAFE) Stable NAV Fund and the Florida Fixed Income Trust (FL-FIT) Cash Pool are reported as cash equivalents at net asset value (NAV).

G. Accounts Receivable

Receivables are shown net of allowance for doubtful accounts. Doubtful accounts are those unpaid more than 180 days for Emergency Medical Services (EMS) and 90 days for all other accounts. Receivables are set up when services are rendered for EMS, landfill, and asphalt plant. The retired employees' health insurance premiums receivables are billed on a monthly basis. Receivables related to grants are not reflected until qualifying expenditures have been incurred and all other eligibility requirements have been met for the grant. Reinsurance recovery receivable is determined by those insurance claims that exceed the County's insurance limit, but are covered by the County's excess coverage.

H. Interfund Transactions

Interfund transactions are accounted for in the following manner:

Transactions for services rendered are recorded as revenues in the receiving fund and as expenditures or expenses (as appropriate) in the disbursing fund.

Transactions to reimburse a fund for expenditures made by it for the benefit of another fund are recorded as expenditures or expenses (as appropriate) in the disbursing fund and as a reduction of expenditures or expenses (as appropriate) in the receiving fund, and transactions to shift revenues from the fund budgeted to receive them to the fund budgeted to expend them are recorded as transfers in and out, respectively.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

H. Interfund Transactions (Continued)

Transfers are reported in the "Other Financing Sources (Uses)" section in the statement of revenues, expenditures, and changes in fund balances and in the "Transfers" section in the statement of revenues, expenses, and changes in net position. As of fiscal year-end, any unpaid amounts related to these transactions are reported as due to/from other funds on the governmental funds balance sheet or proprietary funds statement of net position. Assets acquired or constructed by resources of a Governmental Fund which are subsequently transferred to a Proprietary Fund are accounted for as expenditures within the Governmental Fund and as contributed capital in the Proprietary Fund.

Long-term interfund advances are reported as "Advances to Other Funds" and as "Nonspendable Fund Balance" in the General Fund to maintain accountability and to properly disclose the amount available for appropriation. Repayments are recorded as reductions in the receivable.

I. Inventories

Inventories are stated at cost using the moving average cost basis. The consumption method is used to account for inventories. The cost is recorded as an expenditure or expense (as appropriate) at the time individual inventory items are consumed. Inventories reported in the General Fund are classified as nonspendable fund balance which indicates they are unavailable for appropriation.

J. Prepaid Items

Prepaid insurance and similar items are recorded using the consumption method of accounting. Under the consumption method, services paid for in advance are reported as an asset until the period in which the services are consumed.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

K. Property Tax

The County's property tax roll is as follows:

Valuation Date	January 1, 2020
Property Appraiser prepares the assessment roll with values as of January 1, 2020, submits this preliminary roll for approval by the Department of Revenue and notifies each taxing authority of their respective valuations.	July 1, 2020
Each taxing authority holds two required public hearings and adopts a budget and ad valorem tax millage rates for the coming year.	September 1, 2020
Property Appraiser certifies the assessment roll and all real and tangible personal property taxes are due and payable (levy date).	November 1, 2020

Tax Collector mails a notice of taxes to each property owner on the assessment roll. Taxes may be paid November 2020 through March 2021 with the following applicable discounts:

Month	Discount Percent
November	4
December	3
January	2
February	1
March	0

All unpaid taxes on real and tangible personal property become delinquent.	April 1, 2021
A list of unpaid tangible personal property taxes and a list of unpaid real property taxes are advertised.	April and May 2021
Tax certificates are sold on all real estate parcels with unpaid real property taxes (lien date).	June 1, 2021
A court order is obtained authorizing the seizure and sale of personal property if the taxpayer fails to pay the delinquent personal property taxes.	June 1, 2021

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

K. Property Tax (Continued)

Ad valorem taxes on any real property with more than $100 of estimated taxes due may be prepaid in installments as follows:

Payment Due	Amount Due	Discount Percent	Discount Due Date
First	25% of estimated tax	6.00	June 30, 2020
Second	25% of estimated tax	4.50	September 30, 2020
Third	25% of estimated tax plus 50% adjustment to actual tax	3.00	December 31, 2020
Fourth	25% of estimated tax plus 50% adjustment to actual tax	0.00	March 31, 2021

No accrual for the property tax levy becoming due in November 2020 is included in the accompanying financial statements since such taxes are collected to finance expenditures of the subsequent period. Property taxes receivable and a corresponding allowance for uncollectible property taxes are not included in the financial statements.

L. Capital Assets

Capital assets, which include property, plant, equipment, intangibles (e.g., software, easements, websites, radio frequencies, land use rights, patents, trademarks and copyrights) and infrastructure assets (e.g., roads, bridges, rights-of-way, and similar items) are reported in the applicable governmental or business-type activities column in the government-wide financial statements.

Governmental Accounting Standards Board Statement No. 51 established accounting and financial reporting requirements for intangible assets. Highlands County has implemented this statement by incorporating software, easements, patents, copyrights, water, timber, and land use rights as intangible assets. Information regarding intangible assets is included in Note 4 in the financial statements.

The Board holds legal title for the capital assets used in the operations of the Board, the Clerk, the Property Appraiser, the Supervisor of Elections, and the Tax Collector, and is accountable for them under Florida Law. The Sheriff holds legal title for capital assets used in the Sheriff's operations.

Capital assets used by the governmental funds are reported in the government-wide financial statements of the County. Capital assets of the Board's enterprise and internal service funds are reported in the Proprietary Funds financial statements.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

L. Capital Assets (Continued)

Capital assets are defined by the County as having a minimum established cost (in the table listed below) and an estimated useful life in excess of one year. Capital assets are valued at historical cost or estimated historical cost if actual is not available. Donated capital assets are recorded at estimated acquisition value at the date of donation. Donated capital assets received in a service concession arrangement are recorded at acquisition value. Property, plant, equipment and intangibles are depreciated or amortized using the straight-line method over the following generally applied estimated useful lives:

Assets	Years	Threshold
Buildings	10 – 40	$ 5,000
Improvements Other Than Buildings	3 – 40	5,000
Operating Machinery and Equipment	4 – 20	5,000
Software – Internally Generated	3 – 10	15,000
Software – Purchased/Leased	3 – 10	25,000
Land Use Rights – Permanent	N/A	15,000
Land Use Rights – Term	Term	25,000
Other Capital Intangibles	Varies	20,000

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend its useful life are not capitalized.

Capital assets acquired by lease/purchase agreements or multiple year installment purchase contracts are recorded in the governmental funds in the year acquired as capital outlay expenditures and as other financing sources in the amount of the discounted present value of the total stipulated payments.

The County has elected to use the modified approach for accounting for its bridges and roadways included in the County highway system. Under this approach, the County has made the commitment to preserve and maintain these assets at levels established by the County and approved by the Board. No depreciation expense is reported for such assets, nor are amounts capitalized in connection with improvements that lengthen the lives of such assets, unless the improvements also increase their service potential. The County maintains an inventory of these assets and performs periodic condition assessments to establish that the predetermined condition level is being maintained. In addition, the County makes annual estimates of the amounts that must be expended to preserve and maintain these assets at the predetermined condition levels. Refer to required supplementary information (RSI) for additional information on infrastructure using the modified approach.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

M. Unearned Revenues

Unearned revenue at the government-wide level arises only when the County receives resources before it has a legal claim to them. Governmental funds report unearned revenue in connection with resources that have been received, but not yet earned.

Revenues in the Proprietary Funds which have not been earned are reported in accordance with the accrual basis of accounting as unearned revenue. The unearned revenue will be recognized as revenues in the fiscal year they are earned.

N. Pensions

In the government-wide statement of net position, liabilities are recognized for the County's proportionate share of each pension plan's net pension liability. For purposes of measuring the net pension liability, deferred outflows/inflows of resources, and pension expense, information about the fiduciary net position of the Florida Retirement System (FRS) defined benefit plan and the Health Insurance Subsidy (HIS) and additions to/deductions from FRS's and HIS's fiduciary net position have been determined on the same basis as they are reported by the FRS and HIS plans. For this purpose, plan contributions are recognized as of employer payroll paid dates and benefit payments and refunds of employee contributions are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

O. Other Postemployment Benefits (OPEB)

In the statement of net position, liabilities are recognized for the County's total OPEB liability as determined by an actuarial review of the healthcare coverage purchased by retirees to continue participation in the County's health plan. OPEB expense is recognized immediately for changes in the OPEB liability resulting from current year service cost, interest on the total OPEB liability, and changes of benefit terms or actuarial assumptions.

P. Deferred Outflows/Inflows of Resources

In addition to assets, the statement of net position includes a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The County has multiple items that qualify for reporting in this category including the differences between expected and actual experience, changes in actuarial assumptions, net difference between projected and actual earnings on pension plan investments, changes in proportion and differences between the County's contributions and proportionate share of contributions, and the County's contributions subsequent to the measurement date, relating to the Florida Retirement System Pension Plan, the Retiree Health Insurance Subsidy Program, and the OPEB Plan.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

P. Deferred Outflows/Inflows of Resources (Continued)

The other amounts will be recognized as increases in pension or OPEB expense in future years.

In addition to liabilities, the statement of net position and governmental funds balance sheet includes a separate section for deferred inflows of resources. This separate financial statement element represents an acquisition of net position or fund balance that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The County has multiple items that qualify for reporting in this category including differences between expected and actual experience, changes in actuarial assumptions, net difference between projected and actual earnings on pension plan investments, and changes in the proportion and differences between the County's contributions and proportionate share of contributions, relating to the Florida Retirement System Pension Plan, the Retiree Health Insurance Subsidy Program and the OPEB Plan. The County also has several items, which arise only under a modified accrual basis of accounting that qualified for reporting in this category. Accordingly, the items are reported in the governmental funds balance sheet. The governmental funds report unavailable revenues from intergovernmental revenues and charges for services. The amounts are deferred and recognized as an inflow of resources in the period in which the amounts become available.

Q. Compensated Absences

County policy permits employees to accumulate leave credits in varying amounts, which will be paid to employees upon termination of employment. Accumulated leave is recorded as an expenditure/expense in the fund in which an employee's payroll expense is normally recorded. The liability for compensated absences related to governmental activities is recorded in an internal service fund. The liability for compensated absences related to business-type activities is recorded in the proprietary funds. The liability is liquidated with funds accumulated in the internal service fund or proprietary fund as applicable.

R. Landfill Closure Costs

The County has obtained engineering estimates of future costs to close and monitor sanitary landfill sites in accordance with State and Federal guidelines. Estimated landfill closing and monitoring costs are being accrued in the Solid Waste Enterprise Fund over the operating life of the landfill representing the commitment to fund such costs for the future.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

S. Encumbrances

Encumbrance accounting, under which purchase orders, contracts and other commitments for expenditure of funds are recorded to reserve that portion of the applicable appropriation, is employed in the Governmental Funds. Encumbrances are not the equivalent of expenditures; but rather represent a future commitment to purchase goods or services. Although encumbrances lapse at fiscal year-end, it is the County's intention to honor these encumbrances under authority provided in the subsequent year's budget. Encumbrances outstanding as of September 30, 2020 totaled $14,922,836. Encumbrances of the major funds totaled $14,233,622 and consisted of the following: General Fund, $518,151; County Transportation Trust $278,829; Istokpoga Marsh Watershed Improvement District $84,110; and Local Government Infrastructure Surtax, $13,352,532. Nonmajor fund encumbrances, in the aggregate, totaled $689,214.

T. Operating Subsidies and Grants

Operating subsidies and grants which finance current operations are generally recorded as nonoperating revenue in the Enterprise Funds when earned and as intergovernmental revenue in the Governmental Funds when they become measurable and available.

U. Self-Insurance

Employee health and dental insurances are provided under externally administered self-insured plans. Contributions from the County (single rate) and the employees (family rate) pay the health and dental insurance plans. Contributions are based in part on the annual actuarial studies performed by an enrolled actuary. The self-insurance health and dental plans are accounted for in the Employee Benefit Fund.

V. Eliminations

Eliminating entries were made between departments in the General Fund.

W. Fund Balance

The classifications of fund balances are described as follows:

Nonspendable Fund Balance – Amounts that cannot be spent because they are either not in spendable form (such as inventories, prepaid amounts, and advances to other funds) or are legally or contractually required to be maintained intact.

Restricted Fund Balance – Amounts that can be spent only for specific purposes because of constraints imposed by external providers (such as grantors, bondholders, and higher levels of government), or imposed by constitutional provisions or enabling legislation.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

W. Fund Balance (Continued)

Committed Fund Balance – Amounts that can be spent only for specific purposes determined by a formal action (ordinance) of the Board of County Commissioners, the County's highest level of decision-making authority. Commitments may be changed or lifted only by the Board of County Commissioners taking the same formal action that originally imposed the constraint.

Assigned Fund Balance – Amounts intended to be used by the County for specific purposes. According to the County's fund balance policy, this includes spendable fund balance amounts established by the Board of County Commissioners or the County Administrator that are neither restricted nor committed. The County's fund balance policy does not describe the specific action required to assign fund balance.

Unassigned Fund Balance – Amounts that are available for any purpose. Positive amounts can be reported only in the Board's General Fund. Unassigned fund balance may also include negative balance for any governmental fund if expenditures exceed amounts restricted, committed, or assigned for those purposes.

When an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available, the County considers restricted funds to have been spent first. When an expenditure is incurred for which committed, assigned, or unassigned fund balances are available, the County considers amounts to have been spent first out of committed funds, then assigned funds, and finally unassigned funds, as needed, unless the Board has provided otherwise in its commitment or assignment actions. The Board of County Commissioners adopted a fund balance policy for the county as a whole. It is the County's goal to maintain unassigned fund balance in the General Fund of not less than three months of the following year's General Fund budgeted expenditures, excluding certain items.

X. Net Position

Net position represents the difference between assets and deferred outflows of resources, and liabilities and deferred inflows of resources. Net investment in capital assets consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of any borrowings used for the acquisition, construction or improvement of those assets. Net investment in capital assets excludes unspent debt proceeds. Net position is reported as restricted where there are limitations imposed on their use either through the enabling legislation adopted by the County or through external restrictions imposed by creditors, grantors, or laws or regulations of other governments. Restricted resources are used first to fund appropriation.

Y. Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make use of estimates that affect reported amounts in the financial statements. Actual results could differ from estimates.

NOTE 2 CASH, CASH EQUIVALENTS AND INVESTMENTS

At September 30, 2020, the bank balances of the County's deposits consisted of the following:

Demand Deposits	$ 29,047,967
Certificates of Deposit	5,000,000
Total	$ 34,047,967

Custodial Credit Risk is the risk that in the event of a bank failure, the government's deposits may not be returned to it. The County's monies must be deposited in banks designated as qualified public depositories by the Chief Financial Officer, Florida Department of Financial Services. Therefore, the County's total deposits are insured by the Federal Depository Insurance Corporation and collateralized by the Bureau of Collateral Management, Division of Treasury, Florida Department of Financial Services. The law requires the Chief Financial Officer to ensure that funds are entirely collateralized throughout the fiscal year. Other than the preceding, the County has no policy on custodial credit risk.

Collateral is provided for demand deposits through the Florida Security for Public Deposits Act. This law establishes guidelines for qualification and participation by banks and savings associations, procedures for the administration of the collateral requirements and characteristics of eligible collateral. Under this law, the qualified public depository must pledge at least 25% of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance.

Additional collateral, up to a maximum of 150%, may be required if deemed necessary under the conditions set forth in this law. Eligible collateral consists of obligations of the United States and its agencies and obligations of states and their local political subdivisions and unaffiliated corporations.

Obligations pledged to secure deposits must be delivered to the Department of Financial Services or, with the approval of the Chief Financial Officer, to a bank, savings association or trust company provided a power of attorney is delivered to the Chief Financial Officer. On a monthly basis, the Chief Financial Officer determines that the collateral has a fair value adequate to cover the deposits under the provisions of this law.

NOTE 2 CASH, CASH EQUIVALENTS AND INVESTMENTS (CONTINUED)

A reconciliation of deposits and investments to amounts shown on the statement of net position and statement of fiduciary net position – agency funds is as follows:

Deposits	$ 32,090,456
Petty Cash and Change Funds	28,323
Investments	56,842,491
Total	$ 88,961,270
Statement of Net Position:	
Cash and Cash Equivalents	$ 52,921,320
Investments	25,520,819
Restricted Cash and Cash Equivalents	7,108,001
Statement of Fiduciary Net Position - Agency Funds:	
Cash and Cash Equivalents	3,411,130
Total	$ 88,961,270

Investments

The County invested funds throughout the year with local government investment pools. At September 30, 2020, the County's investments consisted of the following:

Investment Type	Fair Value
Measured at Amortized Cost:	
Local Government Surplus Funds Trust Funds PRIME Fund	$ 15,503,712
Florida Local Government Investment Trust - Day To Day Fund	604,811
Total Measured at Amortized Cost	16,108,523
Measured at NAV:	
Florida Local Government Investment Trust - Short-Term Bond Fund	629,824
Florida Surplus Asset Fund Trust - Stable NAV Fund	2,624,756
Florida Surplus Asset Fund Trust - Variable NAV Fund	3,205,800
Florida Cooperative Liquid Assets Securities System	9,790,703
Florida Public Assets for Liquidity Management Portfolio	7,797,690
Florida Fixed Income Trust	16,685,195
Total Measured at NAV	40,733,968
Total	$ 56,842,491

NOTE 2 CASH, CASH EQUIVALENTS AND INVESTMENTS (CONTINUED)

Investments (Continued)

Florida PRIME

Florida PRIME is an investment pool administered by the State Board of Administration (SBA), under the regulatory oversight of the State of Florida. Investments in Florida PRIME are made pursuant to Chapter 125.31, Florida Statutes. The investments are not categorized because they are not evidenced by securities that exist in physical or book entry form. Throughout the year and as of September 30, 2020, Florida PRIME contained certain floating and adjustable rate securities which were indexed based on the prime rate and/or one and three month LIBOR rates. These investments represented 17.8% of the Florida PRIME's portfolio at September 30, 2020.

Florida PRIME meets all of the necessary criteria to elect to measure all of the investments in Florida PRIME at amortized cost, as a cash equivalent.

The dollar weighted average days to maturity (WAM) of Florida PRIME as of September 30, 2020 was 48 days. Next interest rate reset dates for floating securities are used in the calculation of the WAM. The weighted average life (WAL) of the Florida PRIME at September 30, 2020 was 63 days.

With regard to redemption gates, Chapter 218.409(8)(a), Florida Statutes, states, "The principal, and any part thereof, of each account constituting the trust fund is subject to payment at any time from the moneys in the trust fund. However, the Executive Director may, in good faith, on the occurrence of an event that has a material impact on liquidity or operations of the trust fund, for 48 hours limit contributions to or withdrawals from the trust fund to ensure that the Board can invest moneys entrusted to it in exercising its fiduciary responsibility. Such action must be immediately disclosed to all participants, the Trustees, the Joint Legislative Auditing Committee, and the Investment Advisory Council. The Trustees shall convene an emergency meeting as soon as practicable from the time the Executive Director has instituted such measures and review the necessity of those measures. If the Trustees are unable to convene an emergency meeting before the expiration of the 48-hour moratorium on contributions and withdrawals, the Executive Director may extend the moratorium until the Trustees are able to meet to review the necessity for the moratorium. If the Trustees agree with such measures, the Trustees shall vote to continue the measures for up to an additional 15 days. The Trustees must convene and vote to continue any such measures before the expiration of the time limit set, but in no case may the time limit set by the Trustees exceed 15 days."

With regard to liquidity fees, Florida Statute 218.409(4) provides authority for the SBA to impose penalties for early withdrawal, subject to disclosure in the enrollment materials of the amount and purpose of such fees. At present, no such disclosure has been made.

As of September 30, 2020, there were no redemption fees or maximum transaction amounts, or any other requirements that serve to limit a participant's daily access to 100 percent of their account value.

NOTE 2 CASH, CASH EQUIVALENTS AND INVESTMENTS (CONTINUED)

Investments (Continued)

Florida Local Government Investment Trust

Florida Local Government Investment Trust (FLGIT) is a public entity investment trust organized under the laws of the State of Florida. At September 30, 2020 the County was invested in the Day to Day Fund and the Short-Term Bond Fund.

FLGIT Day to Day Fund – At September 30, 2020, the average maturity in days was 27.33 days. The investments in the Day to Day Fund meet all of the necessary criteria to elect to measure all of the investments at amortized cost, as a cash equivalent.

FLGIT Short Term-Bond Fund – At September 30, 2020, the average maturity in years was 2 years. The FLGIT reports all share information at net asset value (NAV). The value of the County's position in the FLGIT external investment pool is the same as the value of the pool's shares.

The investment strategy of the FLGIT Short Term Bond Fund is to hold a diversified mix of sectors for income generation. The fund focus is on identifying the most efficient sources of income for the portfolio, as the income component of total return is believed to be the key driver for overall portfolio performance.

Florida Surplus Asset Fund Trust

Florida Surplus Asset Fund Trust (FL SAFE) is a common law trust organized in 2007 under the laws of the State of Florida. The trust is administered by Prudent Man Advisors, Inc. and an elected five member Board of Trustees. At September 30, 2020, the County was invested in the Stable NAV Fund and the Variable NAV Fund.

FL SAFE Stable NAV Fund - At September 30, 2020, the average maturity is not to exceed 60 days. FL SAFE reports all share information at NAV. The value of the County's position in FL SAFE external investment pool is the same as the value of the pool's shares.

The investment strategy of FL SAFE Stable NAV Fund is to provide safety and preservation of principal, liquidity, transparency, and competitive yields.

FL SAFE Variable NAV Fund - At September 30, 2020, the weighted average maturity (WAM) was about 1 year. FL SAFE reports all share information at NAV. The value of the County's position in FL SAFE external investment pool is the same as the value of the pool's shares.

NOTE 2 CASH, CASH EQUIVALENTS AND INVESTMENTS (CONTINUED)

Investments (Continued)

Florida Surplus Asset Fund Trust (Continued)

The investment strategy of FL SAFE Variable NAV Fund is to invest in a diversified portfolio of short-term, investment-grade fixed income securities that include obligations guaranteed by the full faith and credit of the U.S., U.S. government agency obligations, corporate obligations, asset-backed securities, bank obligations, and other obligations permitted by applicable Florida statutes.

Florida Cooperative Liquid Assets Securities System

Florida Cooperative Liquid Assets Securities System (FLCLASS) is an independent local government investment pool. The trust is administered by Public Trust Advisors, LLC and an appointed Board of Trustees. FLCLASS is accounted as a stable NAV investment pool. At September 30, 2020, the WAM in days was 51 days. Next interest rate reset dates for floating securities are used in the calculation of the WAM.

The investment strategy of FLCLASS is to offer a safe, convenient, and liquid investment option to Florida governmental entities.

Florida Public Assets for Liquidity Management Fund

The Florida Public Assets for Liquidity Management Fund (FL PALM) is a common law trust organized under the laws of the state of Florida. FL PALM is directed by a Board of Trustees and an Advisory Committee. At September 30, 2020, the County was invested in the FL PALM Portfolio.

Investments in FL PALM Portfolio is measured at NAV. As of September 30, 2020, FL PALM Portfolio's WAM in days was 46 days.

The investment strategy of FL PALM is to provide investors with the highest possible investment yield, while maintaining liquidity and preserving capital.

Florida Fixed income Trust

Florida Fixed Income Trust (FL-FIT) was formed through indenture of trust pursuant to Florida Statutes, Sections 163.01 and 218.415.

Investments in FL-FIT are measured at NAV. As of September 30, 2020, FL-FIT's WAM in days was 100 days.

The investment strategy of FL-FIT seeks to maintain a portfolio of high-quality short-duration fixed-income instruments.

NOTE 2 CASH, CASH EQUIVALENTS AND INVESTMENTS (CONTINUED)

Investments (Continued)

The fair value of investments in certain pooled funds is based in the investments' fair value measurements. Such fair value measurements are as follows at September 30, 2020:

Pooled Funds:	Fair Value	Unfunded Commitments	Redemption Frequency	Redemption Notice Period
FLGIT Short-Term Bond Fund	$ 629,824	$ -	Daily	1-3 Days
FL SAFE Stable NAV Fund	2,624,756	-	Daily	1 Day
FL SAFE Variable NAV Fund	3,205,800	-	Daily	1 Day
FLCLASS	9,790,703	-	Daily	1 Day
FL PALM Portfolio	7,797,690	-	Daily	1 Day
FL-FIT	16,685,195	-	Daily	1 Day

Interest Rate Risk

Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. The County has no policy on interest rate risk. Investments and related level of risk at September 30, 2020, were as follows:

Investment Type	Investment Maturity (in Years)
Florida PRIME	Less than 1
FLGIT - Day To Day Fund	Less than 1
FLGIT - Short-Term Bond Fund	1 - 5
FL SAFE Stable NAV Fund	Less than 1
FL SAFE Variable NAV Fund	1 - 5
FLCLASS	Less than 1
FL PALM Portfolio	Less than 1
FL-FIT	Less than 1

NOTE 2 CASH, CASH EQUIVALENTS AND INVESTMENTS (CONTINUED)

Credit Risk

Credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. The County has no policy on credit risk. Presented below is the actual rating as of September 30, 2020 for each type of investment:

Investment Type	Credit Rating
Florida PRIME	AAAm
FLGIT - Day To Day Fund	AAAm
FLGIT - Short-Term Bond Fund	AAAf
FL SAFE Stable NAV Fund	AAAm
FL SAFE Variable NAV Fund	AAAf
FLCLASS	AAAm
FL PALM Portfolio	AAAm
FL-FIT	AAAf

NOTE 3 ACCOUNTS RECEIVABLE

Accounts receivable for the individual major and nonmajor and internal service funds in the aggregate consisted of the following at September 30, 2020:

	General	County Transportation Trust	Local Government Infrastructure Surtax	Solid Waste	Nonmajor and Other Funds	Total
Emergency Medical Services	$ 1,715,898	$ -	$ -	$ -	$ -	$ 1,715,898
Landfill Charges	-	-	-	196,243	-	196,243
Interest	59,352	1,839	3,830	9,495	27,230	101,746
Miscellaneous	48,648	189	-	-	98,050	146,887
Accounts Receivable, Gross	1,823,898	2,028	3,830	205,738	125,280	2,160,774
Allowance for Doubtful Accounts	(16,162)	-	-	-	-	(16,162)
Accounts Receivable, Net	$ 1,807,736	$ 2,028	$ 3,830	$ 205,738	$ 125,280	$ 2,144,612

Activity in Emergency Medical Services accounts receivable was as follows:

Balance - September 30, 2019	$ 5,562,519
Billings	7,413,358
Less:	
Cash Receipts	(3,714,463)
Medical/Medicaid Adjustments	(2,543,808)
Sent to Collection	(2,340,013)
Write Off	(2,489,163)
Other Adjustments	(172,532)
Balance - September 30, 2020	$ 1,715,898

NOTE 4 CAPITAL ASSETS

Capital asset activity for the year ended September 30, 2020, was as follows:

	Beginning Balance	Increases	Decreases	Ending Balance
Governmental Activities				
Capital Assets, Not Being Depreciated/Amortized:				
Land	$ 48,480,496	$ 557,998	$ (663,599)	$ 48,374,895
Construction in Progress	20,508,142	3,430,883	(9,818,060)	14,120,965
Infrastructure	107,895,752	12,140,128	-	120,035,880
Land Use Rights, Permanent	2,415,419	-	-	2,415,419
Total Capital Assets, Not Being Depreciated/Amortized	179,299,809	16,129,009	(10,481,659)	184,947,159
Capital Assets, Being Depreciated/Amortized:				
Buildings	72,877,620	346,979	(100,532)	73,124,067
Improvements Other Than Buildings	13,361,256	633,292	-	13,994,548
Machinery and Equipment	61,001,682	4,794,164	(2,564,336)	63,231,510
Computer Software	6,344,345	102,130	-	6,446,475
Total Capital Assets Being Depreciated/Amortized	153,584,903	5,876,565	(2,664,868)	156,796,600
Less: Accumulated Depreciation/Amortization for:				
Buildings	(31,128,854)	(2,083,555)	100,532	(33,111,877)
Improvements Other Than Buildings	(6,323,548)	(486,433)	-	(6,809,981)
Machinery and Equipment	(43,009,534)	(4,268,756)	2,314,579	(44,963,711)
Computer Software	(5,328,875)	(304,305)	-	(5,633,180)
Total Accumulated Depreciation/Amortization	(85,790,811)	(7,143,049)	2,415,111	(90,518,749)
Total Capital Assets, Being Depreciated/ Amortized, Net	67,794,092	(1,266,484)	(249,757)	66,277,851
Governmental Activities Capital Assets, Net	$ 247,093,901	$ 14,862,525	$ (10,731,416)	$ 251,225,010

NOTE 4 CAPITAL ASSETS (CONTINUED)

	Beginning Balance	Increases	Decreases	Ending Balance
Business-Type Activities				
Capital Assets, Not Being Depreciated/Amortized:				
Land	$ 1,833,866	$ 5,362	$ -	$ 1,839,228
Construction in Progress	5,466	-	-	5,466
Total Capital Assets, Not Being Depreciated/Amortized	1,839,332	5,362	-	1,844,694
Capital Assets, Being Depreciated/Amortized:				
Buildings and Systems	696,881	-	-	696,881
Improvements Other Than Buildings	10,379,791	-	-	10,379,791
Machinery and Equipment	8,576,639	914,927	(108,681)	9,382,885
Total Capital Assets Being Depreciated/Amortized	19,653,311	914,927	(108,681)	20,459,557
Less: Accumulated Depreciation/Amortization for:				
Buildings and Systems	(572,477)	(17,323)	-	(589,800)
Improvements Other Than Buildings	(6,873,735)	(327,179)	-	(7,200,914)
Machinery and Equipment	(5,258,545)	(515,289)	108,681	(5,665,153)
Total Accumulated Depreciation/Amortization	(12,704,757)	(859,791)	108,681	(13,455,867)
Total Capital Assets, Being Depreciated/ Amortized, Net	6,948,554	55,136	-	7,003,690
Business-Type Activities Capital Assets, Net	$ 8,787,886	$ 60,498	$ -	$ 8,848,384

Depreciation and amortization expense was charged to functions/programs of the primary government as follows:

Governmental Activities:	
General Government	$ 1,317,981
Public Safety	3,727,969
Physical Environment	93,410
Transportation	1,289,277
Economic Environment	49,534
Human Services	110,645
Culture and Recreation	458,457
Court Related	95,776
Total Depreciation/Amortization Expense - Governmental Activities	$ 7,143,049
Business-Type Activities:	
Solid Waste	$ 737,860
Energy Recovery	121,931
Total Depreciation/Amortization Expense - Business-Type Activities	$ 859,791

NOTE 5 INTERFUND BALANCES

Interfund balances at September 30, 2020 consisted of the following amounts:

Due To/From Other Funds

	Due From Other Funds	Due To Other Funds
Major Funds:		
General Fund	$ 126,498	$ 166,210
County Transportation Trust	-	7,686
Local Government Infrastructure Surtax	-	7,665
Istokpoga Marsh Watershed Improvement District	665	-
Solid Waste Fund	29,109	4,643
Nonmajor Governmental Funds	136,436	106,504
Total	$ 292,708	$ 292,708

Amounts due to and from other funds arise from timing differences as a result of transactions and cash transfers for operating purposes.

Advances

- In 2018, the General Fund advanced a nonmajor governmental fund money for construction of a building. As of September 30, 2020, the outstanding balance was $62,305.
- In 2020, the Solid Waste Fund refinanced an advance to a nonmajor governmental fund for wastewater improvements in 2018, and additional costs not covered by the original loan. The outstanding balance as of September 30, 2020 was $71,000.

NOTE 6 RESTRICTED ASSETS

Restricted assets include customer deposits and amounts required by Florida Administrative Code 62-701.630 to be deposited in escrow for landfill management. Total restricted assets as of September 30, 2020 were as follows:

	Cash and Cash Equivalents
Governmental Funds	
General Fund:	
Customer Deposits	$ 524,089
Enterprise Funds	
Solid Waste:	
Customer Deposits	$ 90,373
Landfill Closure	6,493,539
Total Enterprise Funds	$ 6,583,912

NOTE 7 LONG-TERM LIABILITIES

The summary of changes in long-term debt for the fiscal year ended September 30, 2020 is as follows:

	Balance September 30, 2019	Additions	Reductions	Balance September 30, 2020	Due Within One Year
Governmental Activities:					
Notes Payable	$ 25,042,643	$ -	$ (2,328,436)	$ 22,714,207	$ 3,160,611
Capital Leases	845,909	-	(845,909)	-	-
Compensated Absences	4,868,089	5,370,290	(4,924,268)	5,314,111	531,411
Governmental Activity Long-Term Liabilities	$ 30,756,641	$ 5,370,290	$ (8,098,613)	$ 28,028,318	$ 3,692,022
Business-Type Activities:					
Landfill Closure Liability	$ 7,483,176	$ 562,049	$ -	$ 8,045,225	$ 90,217
Compensated Absences	77,712	70,248	(74,177)	73,783	7,378
Business-Type Activity Long-Term Liabilities	$ 7,560,888	$ 632,297	$ (74,177)	$ 8,119,008	$ 97,595

Compensated Absences

Compensated absences represent the vested portion of leave credits. See Note 1 for a summary of the County's compensated absences policy. For governmental activities, the liability for compensated absences is liquidated with resources of the Compensated Absences Internal Service Fund. For business-type activities, the liability for compensated absences is liquidated with resources of the Solid Waste Fund.

NOTE 7 LONG-TERM LIABILITIES (CONTINUED)

The following notes payable and revenue certificates were outstanding at September 30, 2020:

	Remaining Principal Amount
Governmental Activities Notes Payable:	
$23,600,000 with a fixed interest rate equal to 2.01% dated May 7, 2015 with final payment due November 1, 2025. Interest payments are due on May 1 and November 1. Beginning November 1, 2015, principal payments ranging from $1,025,000 to $2,970,000, are due in annual installments until maturity date. Serviced from and secured by designated revenues derived from the County's share of the one cent local discretionary infrastructure sales surtax. The proceeds from the note are used for refunding the Series 2010 Infrastructure Sales Surtax Revenue Note and financing the cost of a new Sheriff's administration building, jail roofing project, and Sebring Parkway Phase III.	$ 16,950,000
$522,610 with an interest rate equal to 2.169% dated November 1, 2018, with final payment due May 1, 2022. Beginning November 1, 2018 combined principal and interest payments of $67,939 are due in semi-annual installments until maturity date. The proceeds from the note are used to finance Lifepak equipment purchase.	264,207
$5,500,000 with a fixed interest rate equal to 2.08% dated September 19, 2019 with final payment due August 1, 2034. Interest payments are due on February 1 and August 1. Beginning August 1, 2021, principal payments ranging from $345,000 to $450,000 are due in annual installments until maturity date. Serviced from and secured by the County's Non-Ad Valorem Fire Assessment. The proceeds from the note are used for issuance expenses and the cost of the acquisition, construction and equipping of fire safety equipment, vehicles, a fire station and other infrastructure improvement projects located within the County.	5,500,000
Total Governmental Activities Notes Payable	$ 22,714,207

NOTE 7 LONG-TERM LIABILITIES (CONTINUED)

There are a number of limitations and restrictions contained in the various notes and certificate indentures. The County is in compliance with all significant limitations and restrictions.

The annual debt service requirements to amortize all debts outstanding as of September 30, 2020 are as follows:

Year Ending	Governmental Activities	
	Notes Payable	
September 30,	Principal	Interest
2021	$ 3,160,611	$ 433,379
2022	3,223,596	368,696
2023	3,150,000	303,507
2024	3,215,000	239,391
2025	3,280,000	173,911
2026-2030	4,945,000	335,713
2031-2034	1,740,000	91,520
Total	$ 22,714,207	$ 1,946,117

NOTE 8 GOVERNMENTAL FUND BALANCES

At September 30, 2020, the County's governmental fund balances were classified as follows:

	General	County Transportation Trust	Istokpoga Marsh Watershed Improvement District	Local Government Infrastructure Surtax	Nonmajor Governmental Funds	Total Governmental Funds
Nonspendable:						
Advances to Other Funds	$ 62,305	$ -	$ -	$ -	$ -	$ 62,305
Prepaid Items	973,703	36,054	-	-	1,707,891	2,717,648
Inventories	309,420	-	-	-	-	309,420
Total Nonspendable	1,345,428	36,054	-	-	1,707,891	3,089,373
Restricted:						
General Government	-	-	-	-	234,436	234,436
Public Safety	-	-	-	-	1,168,514	1,168,514
Fire Districts	-	-	-	-	3,853,345	3,853,345
Inmate Welfare	-	-	-	-	622,693	622,693
Building Department	-	-	-	-	3,204,294	3,204,294
Istokpoga Marsh Watershed Maintenance	-	-	220,100	-	-	220,100
Physical Environment	-	-	-	-	690	690
Conservation	-	-	-	-	259,884	259,884
Tourist Development	-	-	-	-	1,170,281	1,170,281
Transportation	-	1,557,874	-	-	3,477,493	5,035,367
Housing Programs	-	-	-	-	367,755	367,755
Human Services	-	-	-	-	115,650	115,650
Culture and Recreation	-	-	-	-	305,341	305,341
Court Related	-	-	-	-	206,545	206,545
Court Facilities	-	-	-	-	178,149	178,149
Infrastructure and Land Acquisition	-	-	-	15,473,292	3,381,897	18,855,189
Total Restricted	-	1,557,874	220,100	15,473,292	18,546,967	35,798,233
Assigned:						
Subsequent Year Expenditures	518,151	-	-	-	-	518,151
Transportation	-	1,131,596	-	-	-	1,131,596
Total Assigned	518,151	1,131,596	-	-	-	1,649,747
Unassigned	17,524,589	-	-	-	(2,409)	17,522,180
Total Fund Balances	$ 19,388,168	$ 2,725,524	$ 220,100	$ 15,473,292	$ 20,252,449	$ 58,059,533

NOTE 9 PERSONNEL COMMITMENTS

Deferred Compensation Plan

The County offers its employees a deferred compensation plan created in accordance with Internal Revenue Code Section 457. The plan, available to all County employees, permits them to defer a portion of their salary until future years. Participation in the plan is optional. The deferred compensation is not available to employees until termination, retirement, death, or unforeseeable emergency.

Effective January 1, 1997, Federal legislation converted the Section 457 deferred compensation assets from County assets to employee assets. As a result of these changes, plan assets are no longer subject to the claims of the County's general creditors.

The County had previously reported the assets and associated liabilities of the deferred compensation plan in its financial statements as an agency fund. Effective with the change in legislation, these assets are no longer County assets and fiduciary responsibility has been transferred to the third party plan administrator. Consequently, these assets are no longer reported in the accompanying financial statements in compliance with Governmental Accounting Standards Board Statement No. 32.

NOTE 10 OTHER POSTEMPLOYMENT HEALTH CARE BENEFITS

The County is obligated to make available to qualified retired employees the option to maintain coverage with the group health, life and dental insurance plans.

Plan Description – The Postemployment Health Care Benefits Plan is a single-employer defined benefit plan administered by the County. Pursuant to the provisions of Section 112.0801, Florida Statutes, former employees and eligible dependents who retire from the County may continue to participate in the County's self-funded health and hospitalization plan for medical, prescription drug and dental coverage. The County subsidizes the premium rates paid by retirees by allowing them to participate in the plans at reduced or blended group (implicitly subsidized) premium rates for both active and retired employees. These rates provide an implicit subsidy for retirees because, on an actuarial basis, their current and future claims are expected to result in higher costs to the plan on average than those of active employees. Retirees are required to enroll in the Federal Medicare program for their primary coverage as soon as they are eligible. The plan does not issue a publicly available financial report.

For the Postemployment Health Care Benefits Plan, contribution requirements of the County are established and may be amended through the County. The plan is currently being funded on a pay-as-you-go basis. No trust or agency fund has been established for the plan, and there are no assets accumulated in trust for payment of benefits. The plan does not issue a separate financial report.

NOTE 10 OTHER POSTEMPLOYMENT HEALTH CARE BENEFITS (CONTINUED)

Employees Covered by Benefit Terms

At September 30, 2020, the following employees were covered by the benefit terms:

Inactive Employees or Beneficiaries Currently Receiving Benefits	30
Active Plan Members	797
Total	827

Total OPEB Liability

The County's Total OPEB liability was measured as of September 30, 2020 and was determined by an actuarial valuation as of October 1, 2020. The following table shows the County's total OPEB liability for the year ended September 30, 2020.

	Total OPEB Liability
Balances - October 1, 2019	$ 2,713,801
Changes for the Year:	
Service Cost	140,238
Interest	74,630
Changes in Assumptions	(414,877)
Differences Between Expected and Actual Experience	(1,202,118)
Benefit Payments	131,938
Net Changes	(1,270,189)
Balances - September 30, 2020	$ 1,443,612

Discount Rate Sensitivity

The following presents the total OPEB liability of the County, as well as what the County's total OPEB liability would be if it were calculated using a discount rate that is 1-percentage-point lower or 1-percentage-point higher than the current discount rate:

Description	1% Decrease in Discount Rate	Discount Rate	1% Increase in Discount Rate
OPEB Plan Discount Rate	1.41 %	2.41 %	3.41 %
Total OPEB Liability	$ 1,533,693	$ 1,443,612	$ 1,354,604

Healthcare Trend Rate Sensitivity

The following presents the total OPEB liability of the County, as well as what the County's total OPEB liability would be if it were calculated using healthcare cost trend rates that are 1-percentage-point lower or 1-percentage-point higher than the current healthcare cost trend rates:

Description	1% Decrease in Healthcare Cost Trend Rate	Healthcare Cost Trend Rate	1% Increase in Healthcare Cost Trend Rate
OPEB Plan Healthcare Cost Rate	3.00 %	4.00 %	5.00 %
Total OPEB Liability	$ 1,290,448	$ 1,443,612	$ 1,626,219

NOTE 10 OTHER POSTEMPLOYMENT HEALTH CARE BENEFITS (CONTINUED)

Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

For the year ended September 30, 2020, the County recognized OPEB expense of $(31,699). In addition, the County reported deferred outflows and inflows of resources from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ -	$ 1,001,765
Changes of assumptions	130,838	375,065
Total	$ 130,838	$ 1,376,830

Amounts reported as deferred outflows and inflows of resources related to OPEB will be amortized over 5 years and will be recognized as follows:

Year Ended September 30,	
2021	$ (246,567)
2022	(246,567)
2023	(246,567)
2024	(236,791)
2025	(269,500)

Actuarial Assumptions

The total OPEB liability in the October 1, 2020 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement, unless otherwise specified:

Inflation	2.50%
Healthcare Cost Trend Rates	4.00%

The actuarial cost method used was the Entry Age Normal method calculated on an individual basis with level percentage of pay.

Mortality rates were based on the Fully Generational MP2019 Mortality Improvement Scale.

The discount rate used to measure the total OPEB liability was 2.41%, based on yield for 20-year general obligation bond index.

The following changes have been made since the prior valuation:

- The trend table was updated to the latest model released by the Society of Actuaries and has been adjusted to include the effects of the Cadillac Tax.
- The discount rate was changed from 2.75% to 2.41%
- The mortality and disability decrements were updated to the latest assumptions used for the FRS valuation based on the 2019 FRS Experience Study.

NOTE 11 LANDFILL CLOSURE AND POST-CLOSURE CARE COST

Highlands County has four landfill sites which are comprised of a total of ten cells, five of which are currently in operation. State and Federal laws and regulations require the County to place a final cover on the five cells currently in use when they are closed and to perform maintenance and monitoring functions for all landfill sites for thirty years after closure. Landfill operations and landfill closure and post-closure care costs are accounted for in the Solid Waste Enterprise Fund. Although closure and post-closure care costs will be paid only near or after the date the landfill stops accepting waste, the County reports as a liability a portion of closure and post-closure care costs based on landfill capacity used as of the balance sheet date. The landfill closure and post-closure care liability of $8,045,225 at September 30, 2020, represents the cumulative amount reported to date based on an average use of 53% of the total estimated capacity. The portion of the liability related to 2020 usage is an increase of $562,048. It is estimated that an additional liability totaling $7,095,368 for Arbuckle Creek Cells 1A, 1B, 3, C&D and Agricultural Plastic will be recognized between the balance sheet date and the dates these cells will be filled to capacity in the years 2024, 2024, 2024, 2031 and 2099, respectively. Actual costs may differ due to inflation, changes in technology or changes in landfill laws and regulations.

The County is required by State and Federal laws and regulations to make annual contributions to a landfill management escrow account to finance closure and post-closure care financial assurance requirements. The County is in compliance with these requirements at September 30, 2020, with cash and investments of $10,170,215 held for these purposes. The County expects that future inflation costs will be paid from future contributions and interest earnings on these contributions. In the event closure escrows and interest earnings prove inadequate due to higher than expected inflation, changes in technology or changes in laws or regulations, these costs may need to be financed by future landfill users or future tax revenue.

NOTE 12 MISCELLANEOUS REVENUE

Miscellaneous revenue included in the Governmental Funds for the fiscal year ended September 30, 2020, consists of the following:

	General	County Transportation Trust	Government Infrastructure Surtax	Other Governmental Funds
Interfund Services Rendered	$ 1,249,799	$ 1,379,685	$ -	$ -
Commissions on Inmate Phone Calls and Commissary Sales Profits	-	-	-	101,552
Other	693,567	140,056	170	322,265
Total	$ 1,943,366	$ 1,519,741	$ 170	$ 423,817

NOTE 13 MAJOR CUSTOMERS

A significant amount of the Solid Waste Fund revenue for 2020 is derived from one major customer as follows:

	Percentage of Total Revenue
Waste Connections, Inc.	8%

The Solid Waste Fund revenue is comprised of charges for services to residential and commercial customers and a special non-ad valorem assessment of $173 per property owner.

NOTE 14 COMMITMENTS AND CONTINGENCIES

The County has entered into various contracts for design, construction, and other services as of September 30, 2020:

	Commitment
Annex Building Roof Replacement	$ 104,929
Arbuckle Creek Road Turn Lanes at Landfill Access Road	27,127
Asphalt Milling	94,808
Clerk of Courts Technology, Equipment and Software	103,554
CR 623	8,950
CR 721	140,930
EOC Building Remodel	41,575
Fire/EMS Administration Building	532,911
Fire Rescue Station 01 Highlands Lakes	632
Fire Rescue Station 18 DeSoto City	3,435
Fire Rescue Station 33 Highlands Park	8,405
Fire Rescue Station 45 Venus	20,530
Government Center Roof Replacement	134,847
Istokpoga Marsh Watershed Improvement District, Water Quality Improvement	112,356
New Animal Control Operation Building	39,858
Sebring Parkway Phase IIA	6,199,047
Sebring Parkway Phase IIB	5,366,515
Strategic Marketing Plan	33,571
Thunderbird Road Sidewalk	648,782
Total	$ 13,622,762

NOTE 14 COMMITMENTS AND CONTINGENCIES (CONTINUED)

The County is currently receiving, and has received in the past, grants which are subject to special compliance audits by the grantor agency and which may result in disallowed expenditure/expense amounts. These amounts, if any, constitute a contingent liability of the County. Accordingly, such liabilities are not reflected within the financial statements. Management does not believe the effects of contingent liabilities, if any, will be material to the financial statements.

The County is a defendant in various lawsuits. Although the outcome of these lawsuits is not presently determinable, in the opinion of legal counsel for the County, the resolution of these matters will not have a materially adverse effect on the financial condition of the County.

NOTE 15 RISK MANAGEMENT

Insurance Fund

Effective April 1, 2009, the County became a member of Preferred Governmental Insurance Trust (PGIT), a governmental insurance carrier. PGIT administers insurance activities relating to property, general liability, public official's and employment practices liability, automobile, crime, and worker's compensation. The County is liable for deductible on certain coverages. PGIT meets the GASB Statement No. 10 guidelines for governmental entity pools and provides audited financial statements annually. Transactions related to PGIT activity are presented within the Insurance Internal Service Fund.

There is no significant reduction in insurance coverage from the prior year. The insurance settlements have not exceeded the County's insurance coverage in any of the three prior fiscal years.

Employee Benefit Fund

On October 1, 1977, the County established the Employee Benefit Fund which was formerly an expendable trust fund. In 1989, the County transferred its assets, liabilities and fund equity to an internal service fund. This fund was created to self-insure County employees and their dependents for group medical costs. Both the County and employees contribute to the cost of insurance premiums. Premiums and contributions, which are used to pay medical claims, are determined by projected losses based on historical claims experience.

From October 1, 2001 through September 30, 2012, the County maintained private insurance for health insurance. Effective October 1, 2012, the County discontinued private insurance and re-established its self-insurance plan for group medical costs. The County maintained its self-insurance plan for health and dental costs for the fiscal year ended September 30, 2020.

Health and dental liabilities are recorded when it is probable that a loss has occurred and the amount of the loss can be reasonably estimated, including an estimate for claims incurred but not reported. This estimate is based on historical experience and current trends and it is computed by an actuarial firm. The claims liability for estimated health and dental claims payable as of September 30, 2020, is $450,997.

NOTE 15 RISK MANAGEMENT (CONTINUED)

Employee Benefit Fund (Continued)

Health and dental claims are adjudicated by a third party administrator under contract. The County limits its exposure to health claims through stop-loss coverage.

The following table shows the changes in aggregate liabilities for health and dental claims for the past two fiscal years:

Fiscal Year	Beginning Balance	Incurred Claims	Payments	Ending Balance
2019	$ 432,803	$ 8,231,262	$ 8,216,296	$ 447,769
2020	447,769	9,532,765	9,529,537	450,997

NOTE 16 DEFINED BENEFIT PENSION PLANS

Background

The Florida Retirement System (FRS) was created by Chapter 121, Florida Statutes, to provide a defined benefit pension plan for participating public employees. The FRS was amended in 1998 to add the Deferred Retirement Option Program under the defined benefit plan and amended in 2000 to provide a defined contribution plan alternative to the defined benefit plan for FRS members effective July 1, 2002. This integrated defined contribution pension plan is the FRS Investment Plan. Chapter 112, Florida Statutes, established the Retiree Health Insurance Subsidy (HIS) Program, a cost-sharing multiple-employer defined benefit pension plan, to assist retired members of any State-administered retirement system in paying the costs of health insurance.

Essentially all regular employees of the County are eligible to enroll as members of the State-administered FRS. Provisions relating to the FRS are established by Chapters 121 and 122, Florida Statutes; Chapter 112, Part IV, Florida Statutes; Chapter 238, Florida Statutes, and FRS Rules, Chapter 60S, Florida Administrative Code; wherein eligibility, contributions, and benefits are defined and described in detail. Such provisions may be amended at any time by further action from the Florida Legislature. The FRS is a single retirement system administered by the Florida Department of Management Services, Division of Retirement, and consists of the two cost-sharing, multiple-employer defined benefit plans and other nonintegrated programs. A comprehensive annual financial report of the FRS, which includes its financial statements, required supplementary information, actuarial report, and other relevant information, is available from the Florida Department of Management Services' Web site (www.dms.myflorida.com).

The County's pension expense totaled $19,941,722 for both the FRS Pension Plan and HIS Plan for the fiscal year ended September 30, 2020.

NOTE 16 DEFINED BENEFIT PENSION PLANS (CONTINUED)

Florida Retirement System Pension Plan

Plan Description

The Florida Retirement System Pension Plan (FRS Plan) is a cost-sharing multiple-employer defined benefit pension plan, with a Deferred Retirement Option Program (DROP) for eligible employees. The general classes of membership are as follows:

- Regular Class - Members of the FRS who do not qualify for membership in the other classes.
- Elected County Officers Class - Members who hold specified elective offices in local government.
- Senior Management Service Class (SMSC) - Members in senior management level positions.
- Special Risk Class - Members who are special risk employees, such as law enforcement officers, meet the criteria to qualify for this class.

Employees enrolled in the FRS Plan prior to July 1, 2011, vest at six years of creditable service and employees enrolled in the FRS Plan on or after July 1, 2011, vest at eight years of creditable service. All vested members, enrolled prior to July 1, 2011, are eligible for normal retirement benefits at age 62, or at any age after 30 years of service, except for members classified as special risk who are eligible for normal retirement benefits at age 55 or at any age after 25 years of service. All members enrolled in the FRS Plan on or after July 1, 2011, once vested, are eligible for normal retirement benefits at age 65 or any time after 33 years of creditable service, except for members classified as special risk who are eligible for normal retirement benefits at age 60 or at any age after 30 years of service. Employees enrolled in the FRS Plan may include up to four years of credit for military service toward creditable service. The FRS Plan also includes an early retirement provision; however, there is a benefit reduction for each year a member retires before his or her normal retirement date. The FRS Plan provides retirement, disability, death benefits, and annual cost-of-living adjustments to eligible participants.

DROP, subject to provisions of Section 121.091, Florida Statutes, permits employees eligible for normal retirement under FRS Plan to defer receipt of monthly benefit payments while continuing employment with an FRS participating employer. An employee may participate in DROP for a period not to exceed 60 months after electing to participate, except that certain instructional personnel may participate for up to 96 months. During the period of DROP participation, deferred monthly benefits are held in the FRS Trust Fund and accrue interest. The net pension liability does not include amounts for DROP participants, as these members are considered retired and are not accruing additional pension benefits.

NOTE 16 DEFINED BENEFIT PENSION PLANS (CONTINUED)

Florida Retirement System Pension Plan (Continued)

Benefits Provided

Benefits under the FRS Plan are computed on the basis of age and/or years of service, average final compensation, and service credit. Credit for each year of service is expressed as a percentage of the average final compensation. For members initially enrolled before July 1, 2011, the average final compensation is the average of the five highest fiscal years' earnings; for members initially enrolled on or after July 1, 2011, the average final compensation is the average of the eight highest fiscal years' earnings. The total percentage value of the benefit received is determined by calculating the total value of all service, which is based on the retirement class to which the member belonged when the service credit was earned. Members are eligible for in-line-of-duty or regular disability and survivors' benefits. The following chart shows the percentage value for each year of service credit earned:

Class, Initial Enrollment, and Retirement Age/Years of Service	% Value
Regular Class Members Initially Enrolled Before July 1, 2011:	
Retirement up to age 62 or up to 30 years of service	1.60
Retirement at age 63 or with 31 years of service	1.63
Retirement at age 64 or with 32 years of service	1.65
Retirement at age 65 or with 33 years of service	1.68
Regular Class Members Initially Enrolled on or After July 1, 2011:	
Retirement up to age 65 or up to 33 years of service	1.60
Retirement at age 66 or with 34 years of service	1.63
Retirement at age 67 or with 35 years of service	1.65
Retirement at age 68 or with 36 years of service	1.68
Elected County Officers Class	3.00
Senior Management Service Class	2.00
Special Risk Regular Class:	
Service from December 1, 1970, through September 30, 1974	2.00
Service on and after October 1, 1974	3.00

As provided in Section 121.101, Florida Statutes, if the member is initially enrolled in the FRS before July 1, 2011, and all service credit was accrued before July 1, 2011, the annual cost-of-living adjustment is 3% per year. If the member is initially enrolled before July 1, 2011, and has service credit on or after July 1, 2011, there is an individually calculated cost-of-living adjustment. The annual cost-of-living adjustment is a proportion of 3% determined by dividing the sum of the pre-July 2011 service credit by the total service credit at retirement multiplied by 3%. FRS Plan members initially enrolled on or after July 1, 2011, will not have a cost-of-living adjustment after retirement.

NOTE 16 DEFINED BENEFIT PENSION PLANS (CONTINUED)

Florida Retirement System Pension Plan (Continued)

Contributions

The Florida Legislature establishes contribution rates for participating employers and employees. Effective July 1, 2011, all FRS Plan members (except those in DROP) are required to make 3% employee contributions on a pretax basis. The contribution rates attributable to the County, effective July 1, 2019, were applied to employee salaries as follows: regular employees 8.47%, special risk 25.48%, county elected officials 48.82%, senior management 25.41%, and DROP participants 14.60%. The County's contributions to the FRS Plan were $6,583,862 for the year ended September 30, 2020.

Pension Costs

At September 30, 2020, the County reported a liability of $85,456,581 for its proportionate share of the FRS Plan's net pension liability. The net pension liability was measured as of June 30, 2020, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2020. The County's proportion of the net pension liability was based on the County's contributions received by FRS during the measurement period for employer payroll paid dates from July 1, 2019, through June 30, 2020, relative to the total employer contributions received from all of FRS's participating employers. At June 30, 2020, the County's proportion was 0.197170451%, which was an increase of 0.005801114% from its proportion measured as of June 30, 2019.

For the year ended September 30, 2020, the County recognized pension expense of $18,534,328 for its proportionate share of FRS's pension expense. In addition, the County reported its proportionate share of FRS's deferred outflows of resources and deferred inflows of resources from the following sources:

Description	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences Between Expected and Actual Experience	$ 3,270,597	$ -
Changes of Assumptions	15,470,360	-
Net Difference Between Projected and Actual Earnings on Pension Plan Investments	5,088,167	-
Changes in Proportion and Differences Between County Contributions and Proportionate Share of Contributions	3,140,022	(783,331)
County Contributions Subsequent to the Measurement Date	1,699,305	-
Total	$ 28,668,451	$ (783,331)

NOTE 16 DEFINED BENEFIT PENSION PLANS (CONTINUED)

Florida Retirement System Pension Plan (Continued)

Pension Costs (Continued)

$1,699,305 reported as deferred outflows of resources related to pensions resulting from County contributions to the FRS Plan subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended September 30, 2021. Other amounts reported as deferred outflows and inflows of resources related to pensions will be recognized as an increase (decrease) in pension expense as follows:

Year Ended September 30,	Amount
2021	$ 5,593,208
2022	8,216,597
2023	6,912,697
2024	4,285,247
2025	1,178,066

Actuarial Assumptions

The total pension liability in the July 1, 2020 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.40% Per Year
Salary Increases	3.25%, Average, Including Inflation
Investment Rate of Return	6.80%

Mortality rates were based on the PUB-2010 base table, varies by member category and sex, projected generationally with Scale MP-2018. The actuarial assumptions used in the July 1, 2020, valuation were based on the results of an actuarial experience study for the period July 1, 2013, through June 30, 2018.

The long-term expected rate of return on pension plan investments was not based on historical returns, but instead is based on a forward-looking capital market economic model. The allocation policy's description of each asset class was used to map the target allocation to the asset classes shown below. Each asset class assumption is based on a consistent set of underlying assumptions, and includes an adjustment for the inflation assumption.

NOTE 16 DEFINED BENEFIT PENSION PLANS (CONTINUED)

Florida Retirement System Pension Plan (Continued)

Actuarial Assumptions (Continued)

The target allocation, as outlined in the FRS Plan's investment policy, and best estimates of arithmetic and geometric real rates of return for each major asset class are summarized in the following table:

Asset Class	Target Allocation	Annual Arithmetic Return	Compound Annual (Geometric) Return	Standard Deviation
Cash	1.0%	2.2%	2.2%	1.2%
Fixed Income	19.0%	3.0%	2.9%	3.5%
Global Equity	54.2%	8.0%	6.7%	17.1%
Real Estate (Property)	10.3%	6.4%	5.8%	11.7%
Private Equity	11.1%	10.8%	8.1%	25.7%
Strategic Investments	4.4%	5.5%	5.3%	6.9%
Totals	100.0%			
Assumed Inflation - Mean			2.4%	1.7%

Discount Rate

The discount rate used to measure the total pension liability was 6.80% for the FRS Plan. The projection of cash flows used to determine the discount rate assumed that employee and employer contributions will be made at the rate specified in statute. Based on that assumption, each of the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Pension Liability Sensitivity

The following presents the County's proportionate share of the net pension liability for the FRS Plan, calculated using the discount rate disclosed in the preceding paragraph, as well as what the County's proportionate share of the net pension liability would be if it were calculated using a discount rate one percentage point lower or one percentage point higher than the current discount rate:

Description	1% Decrease	Current Discount Rate	1% Increase in Discount Rate
FRS Plan Discount Rate	5.80%	6.80%	7.80%
County's Proportionate Share of the FRS Plan Net Pension Liability	$ 136,459,795	$ 85,456,581	$ 42,858,471

NOTE 16 DEFINED BENEFIT PENSION PLANS (CONTINUED)

Florida Retirement System Pension Plan (Continued)

Pension Plan Fiduciary Net Position

Detailed information about the FRS Plan's fiduciary's net position is available in a separately-issued FRS Pension Plan and Other State-Administered Systems Comprehensive Annual Financial Report. That report may be obtained through the Florida Department of Management Services website at http://www.dms.myflorida.com.

Retiree Health Insurance Subsidy Program

Plan Description

The Retiree Health Insurance Subsidy Program (HIS Plan) is a cost-sharing multiple-employer defined benefit pension plan established under Section 112.363, Florida Statutes, and may be amended by the Florida Legislature at any time. The benefit is a monthly payment to assist retirees of State-administered retirement systems in paying their health insurance costs and is administered by the Florida Department of Management Services, Division of Retirement.

Benefits Provided

For the fiscal year ended June 30, 2020, eligible retirees and beneficiaries received a monthly HIS payment of $5 for each year of creditable service completed at the time of retirement, with a minimum HIS payment of $30 and a maximum HIS payment of $150 per month, pursuant to Section 112.363, Florida Statutes. To be eligible to receive a HIS Plan benefit, a retiree under a State-administered retirement system must provide proof of health insurance coverage, which may include Medicare.

Contributions

The HIS Plan is funded by required contributions from FRS participating employers as set by the Florida Legislature. Employer contributions are a percentage of gross compensation for all active FRS members. For the fiscal year ended June 30, 2020, the contribution rate was 1.66% of payroll pursuant to section 112.363, Florida Statues. The County contributed 100% of its statutorily required contributions for the current and preceding three years. HIS Plan contributions are deposited in a separate trust fund from which payments are authorized. HIS Plan benefits are not guaranteed and are subject to annual legislative appropriation. In the event the legislative appropriation or available funds fail to provide full subsidy benefits to all participants, benefits may be reduced or canceled. The County's contributions to the HIS Plan were $740,270 for the year ended September 30, 2020.

Pension Costs

At September 30, 2020, the County reported a liability of $15,695,030 for its proportionate share of the HIS Plan's net pension liability. The net pension liability was measured as of June 30, 2020, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2020. The County's proportion of the net pension liability was based on the County's contributions received during the measurement period for employer payroll paid dates from July 1, 2019, through June 30, 2020, relative to the total employer contributions received from all participating employers. At June 30, 2020, the County's proportion was 0.128544136%, which was an increase of 0.002665014% from its proportion measured as of June 30, 2019.

NOTE 16 DEFINED BENEFIT PENSION PLANS (CONTINUED)

Retiree Health Insurance Subsidy Program (Continued)

Pension Costs (Continued)

For the year ended September 30, 2020, the County recognized pension expense of $1,407,394 for its proportionate share of HIS's pension expense. In addition, the County reported its proportionate share of HIS's deferred outflows of resources and deferred inflows of resources from the following sources:

Description	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences Between Expected and Actual Experience	$ 642,022	$ (12,108)
Changes in Actuarial Assumptions	1,687,663	(912,605)
Net Difference Between Projected and Actual Earnings on Pension Plan Investments	12,531	-
Changes in Proportion and Differences Between County Contributions and Proportionate Share of Contributions	918,763	(213,836)
County Contributions Subsequent to the Measurement Date	185,369	-
Total	$ 3,446,348	$ (1,138,549)

$185,369 reported as deferred outflows of resources related to pensions resulting from County contributions to the FRS Plan subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended September 30, 2021. Other amounts reported as deferred outflows and inflows of resources related to pensions will be recognized as an increase (decrease) in pension expense as follows:

Year Ended September 30,	Amount
2021	$ 520,541
2022	445,759
2023	241,559
2024	289,786
2025	347,241
Thereafter	277,544

Actuarial Assumptions

The total pension liability in the July 1, 2020, actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.40% per year
Salary Increases	3.25%, Average, Including Inflation
Municipal Bond Rate	2.21%

Mortality rates were based on the Generational PUB-2010 with Projection Scale MP-2018. The actuarial assumptions used in the July 1, 2020, valuation were based on the results of an actuarial experience study for the period July 1, 2013 through June 30, 2018.

NOTE 16 DEFINED BENEFIT PENSION PLANS (CONTINUED)

Retiree Health Insurance Subsidy Program (Continued)

Discount Rate

The discount rate used to measure the total pension liability was 2.21% for the HIS Plan. In general, the discount rate for calculating the total pension liability is equal to the single rate equivalent to discounting at the long-term expected rate of return for benefit payments prior to the projected depletion date. Because the HIS benefit is essentially funded on a pay-as-you-go basis, the depletion date is considered to be immediate, and the single equivalent discount rate is equal to the municipal bond rate selected by the FRS Actuarial Assumption Conference. The Bond Buyer General Obligation 20-Bond Municipal Bond Index was adopted as the applicable municipal bond index.

Pension Liability Sensitivity

The following presents the County's proportionate share of the net pension liability for the HIS Plan, calculated using the discount rate disclosed in the preceding paragraph, as well as what the County's proportionate share of the net pension liability would be if it were calculated using a discount rate one percentage point lower or one percentage point higher than the current discount rate:

Description	1% Decrease	Current Discount Rate	1% Increase in Discount Rate
HIS Plan Discount Rate	1.21%	2.21%	3.21%
County's Proportionate Share of the HIS Plan Net Pension Liability	$ 18,142,754	$ 15,695,030	$ 13,691,575

Pension Plan Fiduciary Net Position

Detailed information about the HIS Plan's fiduciary's net position is available in a separately-issued FRS Pension Plan and Other State-Administered Systems Comprehensive Annual Financial Report. That report may be obtained through the Florida Department of Management Services website at http://www.dms.myflorida.com.

Summary

The aggregate amount of net pension liability, deferred outflows of resources, deferred inflows of resources, and pension expense for the County's defined benefit pension plans are summarized below. These liabilities are typically liquidated by the individual activity in which the employee's costs are associated.

Description	FRS Plan	HIS Plan	Total
Net Pension Liability	$ 85,456,581	$ 15,695,030	$ 101,151,611
Deferred Outflows of Resources Related to Pensions	28,668,451	3,446,348	32,114,799
Deferred Inflows of Resources Related to Pensions	783,331	1,138,549	1,921,880
Pension Expense	18,534,328	1,407,394	19,941,722

NOTE 17 DEFINED CONTRIBUTION PLAN

FRS Investment Plan

The Florida State Board of Administration (SBA) administers the defined contribution plan officially titled the FRS Investment Plan (Investment Plan). The Investment Plan is reported in the SBA's annual financial statements and in the State of Florida Comprehensive Annual Financial Report.

As provided in Section 121.4501, Florida Statutes, eligible FRS members may elect to participate in the Investment Plan in lieu of the FRS defined benefit plan. County employees participating in DROP are not eligible to participate in the Investment Plan. Employer and employee contributions, including amounts contributed to individual member's accounts, are defined by law, but the ultimate benefit depends in part on the performance of investment funds. Benefit terms, including contribution requirements, for the Investment Plan are established and may be amended by the Florida Legislature. The Investment Plan is funded with the same employer and employee contribution rates that are based on salary and membership class (Regular Class, Elected Officers, etc.), as the FRS defined benefit plan. Contributions are directed to individual member accounts, and the individual members allocate contributions and account balances among various approved investment choices. Costs of administering plan, including the FRS Financial Guidance Program, are funded through an employer contribution of 0.06% of payroll and by forfeited benefits of plan members.

For all membership classes, employees are immediately vested in their own contributions and are vested after one year of service for employer contributions and investment earnings. If an accumulated benefit obligation for service credit originally earned under the FRS Pension Plan is transferred to the Investment Plan, the member must have the years of service required for FRS Pension Plan vesting (including the service credit represented by the transferred funds) to be vested for these funds and the earnings on the funds. Non-vested employer contributions are placed in a suspense account for up to five years. If the employee returns to FRS-covered employment within the five-year period, the employee will regain control over their account. If the employee does not return within the five-year period, the employee will forfeit the accumulated account balance. For the fiscal year ended June 30, 2020, the information for the amount of forfeitures was unavailable from the SBA; however, management believes that these amounts, if any, would be immaterial to the County.

After termination and applying to receive benefits, the member may rollover vested funds to another qualified plan, structure a periodic payment under the Investment Plan, receive a lump-sum distribution, leave the funds invested for future distribution, or any combination of these options. Disability coverage is provided; the member may either transfer the account balance to the FRS Pension Plan when approved for disability retirement to receive guaranteed lifetime monthly benefits under the FRS Pension Plan, or remain in the Investment Plan and rely upon that account balance for retirement income.

The County's Investment Plan pension expense totaled $1,211,576 for the year ended September 30, 2020. Employee contributions to the Investment Plan totaled $226,662 for the year ended September 30, 2020.

NOTE 18 FUND BALANCE DEFICIT

Special Revenue Funds

Oak Manor Avenue Road Paving Fund – The fund balance deficit of $1,042 is a result of initial costs related to the road paving project. No assessments were collected until fiscal year 2021.

NOTE 19 INTERFUND TRANSFERS

Transfers for the year ended September 30, 2020 consisted of the following:

Transfers to the General Fund from:		
Nonmajor Governmental Funds	$	106,713
Solid Waste Fund		96,023
Energy Recovery Fund		198,775
Total		401,511
Transfers to the Local Government Infrastructure Surtax Fund from:		
County Transportation Trust		1,500,000
Transfers to Nonmajor Governmental Funds from:		
General Fund		1,076,345
County Transportation Trust		71,578
Local Government Infrastructure Surtax Fund		81,474
Total		1,229,397
Total Interfund Transfers	$	3,130,908

Transfers are used to: 1) move revenues from the fund that state law requires to collect them to the fund that state law requires to expend them; 2) provide matching funds for grants, and 3) use unrestricted General Fund and other fund revenues to finance transportation or other activities which must be accounted for in another fund.

NOTE 20 TAX ABATEMENTS

The Highlands County Economic Development Ad Valorem Tax Exemption program is designed to advance economic development in the county. In accordance with Article VII, Section 3 of the Constitution of the State of Florida and Section 196.1995, Florida Statutes, Highlands County voters approved a referendum on August 24, 2014, that authorizes the Board to grant Economic Development Ad Valorem Tax Exemptions. At its discretion, the Board may grant exemptions of up to 100 percent of the assessed value of all improvements to qualifying property for up to 10 years. The exemptions do not apply to taxes levied by the school district, water management district, or taxes levied for the payment of bonds or taxes authorized by a vote of the electors pursuant to Section 9 and Section 12, Article VII of the State Constitution. To be eligible, applicants must meet the definition of a new or expanding business, as defined in Section 196.012 (14) and (15), Florida Statutes. Additionally, applicants must also meet the criteria and standards defined by the Highlands County Economic Development Ad Valorem Tax Exemption Program, as adopted by Resolution No. 10-11-11, effective May 17, 2011. A grantee must submit an annual report evidencing satisfaction of its performance conditions. Failures to meet the standards result in revocation of the exemption. If it is determined that for any year within the exemption period the owner was not entitled to receive such exemption, the owner shall be subject to the taxes exempted because of such failure plus annual interest at the maximum rate allowed by law.

To date, the Board has granted one exemption since the commencement of the program. On June 5, 2012, the Board granted Howard Fertilizer & Chemical Co., Inc., an ad valorem tax exemption of 72.64% for 10 years. No other commitments were made by government entities as part of the agreement. The gross dollar amount of tax abated during the 2019-2020 fiscal year for Howard Fertilizer & Chemical Co., equates to $12,539.

HIGHLANDS COUNTY, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
MODIFIED APPROACH FOR INFRASTRUCTURE ASSETS
YEAR ENDED SEPTEMBER 30, 2020

Condition Rating of Highlands County Roadway System

Overall Minimum Average Condition Level (Fair Condition 51 – 75)

	FY 2018	FY 2019	FY 2020
Road System	61.17	52.86	52.69

Comparison of Estimated to Actual Maintenance/Preservation

	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020
Budgeted	$ 2,895,859	$ 3,007,781	$ 3,513,970	$ 5,758,461	$ 5,686,498
Actual	2,604,701	2,572,640	977,259	1,381,079	5,504,681

The condition of a road segment is measured using the Road Evaluation Standards Version 1 (RES) that is based on weighted averages or distress factors of the pavement surface. The RES system uses a measurement scale to evaluate the Pavement Condition Level (PCL) ranging from zero for a failed pavement to 100 for pavement in perfect condition. The PCL index is used to classify road segments in good condition (76–100), fair condition (51-75), poor condition (26-50), and needs reconstruction (25 or below). An overall minimum average condition level is then determined from the individual road segments and the total lane miles of roads. It is the County's policy to maintain the road system at an overall minimum average condition level not less than 45. Road segment condition is determined annually for all arterial roads and all of the local roads are inspected annually.

Condition Rating of Highlands County Bridge System

Overall Average Sufficiency Rating

	FY 2018	FY 2019	FY 2020
Bridge System	75.20	77.96	78.05

Comparison of Estimated to Actual Maintenance/Preservation

	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020
Budgeted	$ 150,000	$ 150,000	$ 150,000	$ 150,000	$ 150,000
Actual	24,525	23,841	40,275	22,272	35,808

The condition of the County's bridges is determined using the inspection program that follows state mandates and regulations. The bridge sufficiency rating is a weighted average of an assessment of the ability of individual components to meet necessary performance requirements and uses a numerical condition scale ranging from 0 to 100. It is the County's policy to maintain an overall minimum average sufficiency rating for the County maintained bridges of not less than 60%.

HIGHLANDS COUNTY, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF CHANGES IN THE COUNTY'S
TOTAL OPEB LIABILITY AND RELATED RATIOS
LAST TEN FISCAL YEARS

	2020	2019	2018
Total OPEB Liability			
Service Cost	$ 140,238	$ 113,559	$ 115,422
Interest	74,630	91,062	82,736
Changes of Benefit Terms	-	-	-
Difference Between Expected and Actual Experience	(1,202,118)	-	-
Changes of Assumptions	(414,877)	196,258	(58,668)
Benefit Payments	131,938	(129,355)	(122,205)
Net Change in Total OPEB Liability	(1,270,189)	271,524	17,285
Total OPEB Liability - Beginning	2,713,801	2,442,277	2,424,992
Total OPEB Liability - Ending	$ 1,443,612	$ 2,713,801	$ 2,442,277
Covered Employee Payroll	$ 44,799,904	$ 43,213,012	$ 39,987,348
Total OPEB Liability as a percentage of the Covered Employee Payroll	3.22%	6.28%	6.11%

Notes to Schedule:

The OPEB plan is not administered through a trust.

Benefit changes: There have been no substantive plan provision changes since the last full valuation.

For the measurement date September 30, 2020, the amount reported as changes in assumptions resulted from the following:

- The trend table was updated to the latest model released by the Society of Actuaries and has been adjusted to include the effects of the Cadillac Tax.
- The discount rate was changed from 2.75% to 2.41%
- The mortality and disability decrements were updated to the latest assumptions used for the FRS valuation based on the 2019 FRS Experience Study.

For the measurement date September 30, 2019, the amount reported as changes in assumptions resulted from the following:

- The trend table was updated to the latest model released by the Society of Actuaries and has been adjusted to include the effects of the Cadillac Tax, set to take effect in 2022.
- The funding method was changed to Entry Age Normal as required by GASB 75.
- The mortality and disability decrements were updated to the latest assumptions used for the FRS valuation.

For the measurement date September 30, 2018, the amount reported as changes in assumptions resulted from the following:

- The trend table was updated to the latest model released by the Society of Actuaries and has been adjusted to include the effects of the Cadillac Tax, set to take effect in 2022.
- The funding method was changed to Entry Age Normal as required by GASB 75.
- The mortality and disability decrements were updated to the latest assumptions used for the FRS valuation.

Note: Information is required to be presented for 10 years. However, until a full 10-year trend is compiled, the County will present information for only those years for which information is available.

HIGHLANDS COUNTY, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF THE COUNTY'S PROPORTIONATE SHARE OF THE NET PENSION LIABILITY –
FLORIDA RETIREMENT SYSTEM PENSION PLAN
LAST TEN MEASUREMENT PERIODS

	2020	2019	2018	2017	2016	2015
County's Proportion of the Net Pension Liability	0.197170451%	0.191369337%	0.185889216%	0.188036873%	0.183000953%	0.173515439%
County's Proportionate Share of the Net Pension Liability	$ 85,456,581	$ 65,904,936	$ 55,990,794	$ 55,620,044	$ 46,207,883	$ 22,411,845
County's Covered Payroll	$ 44,798,121	$ 42,283,674	$ 39,890,912	$ 39,037,082	$ 36,239,309	$ 35,581,960
County's Proportionate Share of the Net Pension Liability (Asset) as a Percentage of Its Covered Payroll	190.76%	155.86%	140.36%	142.48%	127.51%	62.99%
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	78.85%	82.61%	84.26%	83.89%	84.88%	92.00%

The amounts presented for each fiscal year were determined as of June 30.

Note: Information is required to be presented for 10 years. However, until a full 10-year trend is compiled, the County will present information for only those years for which information is available.

HIGHLANDS COUNTY, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF THE COUNTY'S CONTRIBUTIONS –
FLORIDA RETIREMENT SYSTEM PENSION PLAN
LAST TEN FISCAL YEARS

	2020	2019	2018	2017	2016	2015
Contractually Required Contribution	$ 6,583,862	$ 6,157,860	$ 5,451,120	$ 4,824,979	$ 4,743,244	$ 4,232,805
Contributions in Relation to the Contractually Required Contribution	(6,583,862)	(6,157,860)	(5,451,120)	(4,824,979)	(4,743,244)	(4,232,805)
Contribution Deficiency (Excess)	$ -	$ -	$ -	$ -	$ -	$ -
County's Covered Payroll	$ 44,799,904	$ 43,213,012	$ 39,987,348	$ 39,019,305	$ 37,331,763	$ 35,431,913
Contributions as a Percentage of Covered Payroll	14.70%	14.25%	13.63%	12.37%	12.71%	11.95%

The amounts presented for each fiscal year were determined as of September 30.

Note: Information is required to be presented for 10 years. However, until a full 10-year trend is compiled, the County will present information for only those years for which information is available.

HIGHLANDS COUNTY, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF THE COUNTY'S PROPORTIONATE SHARE OF THE NET PENSION LIABILITY –
HEALTH INSURANCE SUBSIDY PENSION PLAN
LAST TEN MEASUREMENT PERIODS

	2020	2019	2019	2018	2017	2016
County's Proportion of the Net Pension Liability	0.128544136%	0.125879122%	0.121886584%	0.122329734%	0.117095796%	0.117233715%
County's Proportionate Share of the Net Pension Liability	$ 15,695,030	$ 14,084,614	$ 12,900,612	$ 13,080,059	$ 13,647,029	$ 11,955,994
County's Covered Payroll	$ 44,798,121	$ 42,283,674	$ 39,890,912	$ 39,037,082	$ 36,239,309	$ 35,581,960
County's Proportionate Share of the Net Pension Liability (Asset) as a Percentage of Its Covered Payroll	35.04%	33.31%	32.34%	33.51%	37.66%	33.60%
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	3.00%	2.63%	2.15%	1.64%	0.97%	0.50%

The amounts presented for each fiscal year were determined as of June 30.

Note: Information is required to be presented for 10 years. However, until a full 10-year trend is compiled, the County will present information for only those years for which information is available.

HIGHLANDS COUNTY, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF THE COUNTY'S CONTRIBUTIONS –
HEALTH INSURANCE SUBSIDY PENSION PLAN
LAST TEN FISCAL YEARS

	2020	2019	2018	2017	2016	2015
Contractually Required Contribution	$ 740,270	$ 715,780	$ 660,671	$ 646,964	$ 622,318	$ 481,791
Contributions in Relation to the Contractually Required Contribution	(740,270)	(715,780)	(660,671)	(646,964)	(622,318)	(481,791)
Contribution Deficiency (Excess)	$ -	$ -	$ -	$ -	$ -	$ -
County's Covered Payroll	$ 44,799,904	$ 43,213,012	$ 39,987,348	$ 39,019,305	$ 37,331,763	$ 35,431,913
Contributions as a Percentage of Covered Payroll	1.65%	1.66%	1.65%	1.66%	1.67%	1.36%

The amounts presented for each fiscal year were determined as of September 30.

Note: Information is required to be presented for 10 years. However, until a full 10-year trend is compiled, the County will present information for only those years for which information is available.

COMBINING AND INDIVIDUAL FUND STATEMENTS AND SCHEDULES

HIGHLANDS COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
GENERAL FUND
YEAR ENDED SEPTEMBER 30, 2020

	Budget			Variance with Final Budget Positive (Negative)
	Original	Final	Actual	
REVENUES				
Taxes	$ 42,307,643	$ 42,307,643	$ 42,469,378	$ 161,735
Licenses and Permits	1,500	1,500	885	(615)
Intergovernmental	15,115,760	19,443,070	19,225,262	(217,808)
Charges for Services	8,838,343	9,138,256	8,725,998	(412,258)
Fines and Forfeitures	54,000	54,000	52,000	(2,000)
Net Change in Fair Value of Investments	157,000	164,185	324,498	160,313
Miscellaneous	1,892,902	2,027,590	1,943,366	(84,224)
Total Revenues	68,367,148	73,136,244	72,741,387	(394,857)
EXPENDITURES				
Current:				
General Government:				
Board of County Commissioners	472,352	472,352	433,682	38,670
County Administrator	615,428	615,428	574,467	40,961
Business Services	204,624	204,624	180,332	24,292
Clerk to Board-Financial and Administration	3,124,174	3,304,176	3,208,627	95,549
County Audits-CPA	191,300	191,300	191,300	-
Office of Management and Budget	332,692	339,926	263,866	76,060
Human Resources	293,562	297,149	204,760	92,389
Risk Management	93,403	95,705	91,803	3,902
Non-Ad Valorem Assessments	110,468	110,468	97,489	12,979
Public Information	97,581	98,424	81,953	16,471
Central Services	1,420,810	1,377,975	1,314,446	63,529
Property Appraiser	3,313,354	3,293,872	3,277,324	16,548
Tax Collector	3,419,238	3,419,238	2,798,515	620,723
Supervisor of Elections	1,234,583	1,425,995	1,248,084	177,911
Purchasing	268,284	294,784	262,468	32,316
County Attorney	384,778	448,359	381,514	66,845
County Planning and Development	830,773	474,901	404,947	69,954
Development Services	149,383	149,383	113,610	35,773
Clerk to Board - Other General Government Services	689,263	745,846	714,759	31,087
Facilities Management	1,427,891	1,436,688	1,294,889	141,799
Total General Government	18,673,941	18,796,593	17,138,835	1,657,758
Public Safety:				
Sheriff	18,500,286	22,063,091	21,707,437	355,654
Division of Forestry	35,180	35,180	35,180	-
County Jail Maintenance	729,022	-	-	-
Detention and Correction	9,718,938	11,819,259	11,311,977	507,282
Detention Medical	998,960	-	-	-
Detention and Corrections Other	130,000	120,000	68,734	51,266
Law Enforcement Maintenance	284,382	-	-	-
Law Enforcement Other	2,864,269	-	-	-
Zoning Department	637,779	644,232	553,575	90,657
Local Emergency Management Agency	518,618	627,269	335,141	292,128
Communications Program	108,475	108,475	86,527	21,948
Information Technology	95,000	95,000	85,975	9,025
Community Safety	85,894	85,894	82,398	3,496
Ambulance Services	6,781,913	6,911,352	6,709,046	202,306

HIGHLANDS COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
GENERAL FUND (CONTINUED)
YEAR ENDED SEPTEMBER 30, 2020

	Budget			Variance with Final Budget Positive (Negative)
	Original	Final	Actual	
EXPENDITURES (CONTINUED)				
Current (Continued):				
Public Safety (Continued):				
Medical Examiner	$ 403,423	$ 403,423	$ 403,323	$ 100
Children's Advocacy Center	330,477	402,737	289,783	112,954
Total Public Safety	42,222,616	43,315,912	41,669,096	1,646,816
Physical Environment:				
County Extension	274,062	275,622	251,074	24,548
Natural Resources	711,745	461,397	251,829	209,568
Aquatic Plant Program	554,986	555,572	487,219	68,353
Nuisance Abatement	38,600	83,207	63,535	19,672
Total Physical Environment	1,579,393	1,375,798	1,053,657	322,141
Transportation:				
Avon Park Airport	20,579	20,579	20,579	-
Avon Park Southside	51,575	51,575	51,575	-
Total Transportation	72,154	72,154	72,154	-
Economic Environment:				
Office of Economic Development	324,044	333,213	252,713	80,500
Community Redevelopment - Sebring	478,200	478,200	478,200	-
Community Redevelopment - Avon Park	176,547	176,547	176,547	-
Community Redevelopment - Lake Placid	25,717	25,717	25,717	-
Sebring Regional Airport/Industrial Park	392,301	392,301	392,301	-
Veteran Service Office	220,685	220,685	182,587	38,098
Total Economic Environment	1,617,494	1,626,663	1,508,065	118,598
Human Services:				
Health Care Responsibility Act	125,000	114,650	33,303	81,347
Health Unit	251,505	251,505	251,474	31
Animal Control	-	1,485	1,485	-
Mental Health	511,704	511,704	511,704	-
Public Assistance Programs	65,738	72,792	64,110	8,682
State County Assistance Program	1,752,443	1,752,443	1,738,779	13,664
Human Services - Project Hope	42,045	42,045	42,045	-
Children's Services Council	30,000	35,000	33,305	1,695
Transportation for Disadvantaged	193,533	193,533	191,435	2,098
Community Program Services	42,111	54,549	53,370	1,179
Community Programs	106,610	106,610	94,601	12,009
Healthy Families Grant	433,252	442,494	347,074	95,420
Emergency/Disaster Relief	-	4,555,003	3,701,184	853,819
Total Human Services	3,553,941	8,133,813	7,063,869	1,069,944
Culture and Recreation:				
Library - Avon Park	189,671	190,000	143,081	46,919
Library - Sebring	439,316	446,384	418,273	28,111
Library - Lake Placid	203,773	207,754	203,679	4,075
Libraries - Countywide	138,637	138,637	133,825	4,812
Recreation Department	330,000	330,000	330,000	-

HIGHLANDS COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
GENERAL FUND (CONTINUED)
YEAR ENDED SEPTEMBER 30, 2020

	Budget			Variance with Final Budget Positive
	Original	Final	Actual	(Negative)
EXPENDITURES (CONTINUED)				
Current (Continued):				
Culture and Recreation (Continued):				
Parks Department	$ 982,931	$ 982,931	$ 919,498	$ 63,433
Sports Complex	170,221	170,221	155,046	15,175
Historic District Site Survey	2,230	2,230	785	1,445
Heartland Library Cooperative	85,017	87,207	87,207	-
Total Culture and Recreation	2,541,796	2,555,364	2,391,394	163,970
Court Related:				
Court General Administration:				
Circuit Court Administration	15,179	16,193	15,048	1,145
County Court Administration	-	100	2	98
State Attorney	16,946	17,363	17,363	-
Public Defender	6,011	6,011	5,371	640
Law Library	130,182	121,708	121,708	-
Circuit Court Criminal:				
Pre-Trial Release	125,824	132,991	132,991	-
Circuit Court Family:				
Pro Se Services	89,919	108,997	108,997	-
Circuit Court Juvenile:				
Circuit Court Juvenile Guardian Ad Litem	2,208	2,333	2,333	-
Court General Operations:				
General Operations Courthouse Security	1,147,970	1,236,218	1,207,944	28,274
General Operations Courthouse Facilities	168,170	188,568	188,487	81
Total Court Related	1,702,409	1,830,482	1,800,244	30,238
Total Expenditures	71,963,744	77,706,779	72,697,314	5,009,465
EXCESS (DEFICIENCY) OF REVENUES UNDER EXPENDITURES	(3,596,596)	(4,570,535)	44,073	4,614,608
OTHER FINANCING SOURCES (USES)				
Transfers In	133,871	390,316	401,511	11,195
Transfers Out	(1,328,546)	(1,537,350)	(1,076,345)	461,005
Insurance Recoveries	-	4,914	12,985	8,071
Sale of Surplus Properties	200,000	200,000	826,358	626,358
Total Other Financing Sources (Uses)	(994,675)	(942,120)	164,509	1,106,629
NET CHANGE IN FUND BALANCE	(4,591,271)	(5,512,655)	208,582	5,721,237
Fund Balances - October 1, 2019	4,591,271	5,512,655	19,179,586	13,666,931
FUND BALANCES - SEPTEMBER 30, 2020	$ -	$ -	$ 19,388,168	$ 19,388,168

HIGHLANDS COUNTY, FLORIDA
OTHER MAJOR GOVERNMENTAL FUND DESCRIPTION
CAPITAL PROJECTS FUND

Capital Projects funds are used to account for and report financial resources that are restricted, committed or assigned to expenditure for capital outlays, including the acquisition or construction of capital facilities and other capital assets. Capital projects funds exclude those types of capital – related outflows financed by proprietary funds or for assets that will be held in trust for individuals, private organizations, or other governments.

Highlands County Infrastructure Sales Surtax Refunding Revenue Note (HCISSR Construction) – This fund is used to account for financial resources to be used for the acquisition or construction of major capital facilities and infrastructure projects (other than those financed by proprietary funds).

HIGHLANDS COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
HIGHLANDS COUNTY INFRASTRUCTURE SALES SURTAX REFUNDING REVENUE NOTE (HCISSR CONSTRUCTION) FUND
YEAR ENDED SEPTEMBER 30, 2020

	Budget			Variance with Final Budget Positive (Negative)
	Original	Final	Actual	
REVENUES				
Net Change in Fair Value of Investments	$ -	$ 880	$ 880	$ -
EXPENDITURES				
Current:				
Transportation:				
Sebring Parkway II Series 2002	-	208,208	208,208	-
Total Expenditures	-	208,208	208,208	-
DEFICIENCY OF REVENUES UNDER EXPENDITURES	-	(207,328)	(207,328)	-
Fund Balances - October 1, 2019	-	207,328	207,328	-
FUND BALANCES - SEPTEMBER 30, 2020	$ -	$ -	$ -	$ -

SPECIAL REVENUE FUNDS

Special Revenue Funds account for revenues from specific taxes or other earmarked revenue sources which, by law, are restricted to finance particular functions or activities of government which include special benefit districts that account for the cost of street lighting, paving and maintaining streets, water control, fire protection, and recreation within certain benefit areas (districts) of the County. The purpose of the individual funds is depicted as follows:

Lake Placid Sun-N-Lake Estates Fire District - To account for assessments relating to fire protection.

DeSoto City Special Benefit Fire District - To account for assessments relating to fire protection.

Orange Villa Special Benefit District - To account for assessments relating to recreation and street lighting.

Hickory Hills Special Benefit District - To account for assessments relating to street maintenance and recreation.

Placid Lakes Special Benefit District - To account for assessments relating to maintenance of recreational areas, cleaning canals and fire protection, etc.

Sebring Country Estates Special Benefit District - To account for assessments relating to street lighting.

Avon Park Estates Special Benefit District - To account for assessments relating to street maintenance.

Highlands Lakes Special Tax District - To account for assessments relating to fire protection.

Highlands Park Special Benefit Fire District - To account for assessments relating to fire protection.

Highlands Park Estates Improvement Trust - To account for funds available for street maintenance.

Leisure Lakes Special Benefit Fire District - To account for assessments relating to fire protection.

Sebring Hills Special Benefit District - To account for assessments relating to street lighting.

Red Hill Farms Improvement District - To account for assessments relating to constructing road and drainage facilities.

E911 Emergency Operations - To account for the ongoing fiscal activity relating to the collection and use of the $.50 user fee for the E911 emergency telephone number system.

SPECIAL REVENUE FUNDS (CONTINUED)

Hospital District - To account for revenues used exclusively for health services in Highlands County.

Orange Blossom Estates Special Benefit District - To account for assessments relating to constructing roads and drainage facilities.

Sun-N-Lakes of Lake Placid Recreation District - To account for assessments relating to recreation and street lighting.

Conservation Trust - To account for operations relating to land preservation.

Intergovernmental Radio Communications - To account for the additional surcharge, up to $12.50 for each moving traffic violation, to assist in funding the County's participation in the intergovernmental radio communication program approved by the Division of Communications of the Department of Management Services.

Sebring Acres Special Benefit District - To account for assessments relating to road construction, drainage and maintenance.

Orange Blossom (Unit 12) Special Benefit District - To account for assessments relating to roads and rights-of-way maintenance, flood and erosion control, water and sewer systems, fire protection, recreational facilities, and street lighting.

Lake Haven Estates Special Benefit District - To account for assessments relating to street lighting.

Lorida Special Benefit Fire District - To account for assessments relating to fire protection.

Lake Placid Special Benefit Fire District - To account for assessments relating to fire protection.

Law Enforcement Education - To account for a $2 court cost added to all fines and forfeitures. These monies can only be used for approved education and training of law enforcement, correctional and administrative personnel per §318.18(11)(d) and §938.15 FS.

Building Code Enforcement - To account for operations of the building department. Financing is provided primarily from building department permits and fees.

Florida Boating Improvement - To account for the operation and maintenance of County boat ramps.

Special Law Enforcement Trust - To account for the sale of confiscated property. These monies are used for the purchase of equipment and materials to be used in specialized law enforcement activities as well as to defray the cost of protracted or complex investigations.

Highway Park Special Benefit District - To account for assessments relating to street lighting.

SPECIAL REVENUE FUNDS (CONTINUED)

Community Development Block Grant - To account for revenues and expenditures of community development block grant projects.

Affordable Housing Assistance Trust - To account for the revenues and expenditures of the State Housing Initiatives Partnership which aids low-income persons seeking housing loans.

Sun-N-Lakes 1-20 Improvement Trust - To account for funds available for the construction of drainage and paved streets.

Highlands Park Estates Special Benefit District - To account for assessments relating to facilities and improvements.

West Sebring Special Benefit Fire District - To account for assessments relating to fire protection.

Driver Education Safety Trust - To account for funds for driver education programs in schools of Highlands County per §318.1215 FS.

Tourist Development Trust - To account for the expenditure of tax revenues collected to promote and assist tourism in Highlands County, Florida.

Industrial Development Agency - To account for the revenue and expenditures of the Industrial Development Agency. Revenue sources are primarily from bond issues.

Domestic Violence Training - To account for a domestic violence surcharge used to defray the costs of incarcerating persons sentenced under §741.283 FS and provide additional training to law enforcement personnel in combating domestic violence.

Fire Inspection and Safety - To account for fees collected to be used for paying the cost of inspections conducted pursuant to §633.216(1) FS and related administrative expenses. This fund also accounts for fire safety enforcement fees and fire safety program fees collected and appropriated for these purposes.

Venus Special Benefit Fire District - To account for assessments relating to fire protection.

Sebring Parkway Maintenance - To account for the costs associated with the interlocal agreement (July 1, 2003) with the City of Sebring for maintenance of the Sebring Parkway.

State Court Facilities Trust - To account for the surcharge imposed per §318.18(13) FS that shall be used to fund state court facilities.

Innovations and Supplemental Courts Funding Trust - To account for the additional court cost imposed by §939.185 FS used to fund innovations to supplement state funding for the elements of the state court system identified in §29.004 FS and county funding for local requirements under §29.008(2)(a)2 FS.

Crime Prevention - To account for the court cost imposed per §775.083(2) FS for crime prevention programs in the county, including safe neighborhood programs.

SPECIAL REVENUE FUNDS (CONTINUED)

Court Technology 28.24(12)(e)1 - To account for recording fees used to fund court related technology and court technology needs for the state trial courts, state attorney and public defender in the County.

Court - To account for the Child Support Enforcement grant activity, which is restricted by the grantor, and bond estreature activity.

Home Initiatives Partnership - To account for HUD funds to be used for housing rehabilitation, tenant based rental assistance, assistance to home buyers, acquisition of housing, and new construction of housing.

Placid Lakes Special Benefit Fire District - To account for assessments for fire protection.

Oak Manor Avenue Road Paving Special Benefit District - To account for assessments relating to paving Oak Manor Avenue.

Public Records Modernization Trust - To account for the additional service charges on recorded instruments used exclusively for modernizing the official record keeping systems in the Clerk's office per §28.24(12)(d) FS.

Teen Court Operations - To account for assessment of mandatory court costs for the operation and administration of the Highlands County Teen Court Program per §938.19 FS.

Court Related Technology Modernization Trust - To account for the recording fees used exclusively to fund court related technology information needs for the Clerk of Courts per §28.24(12)(e) FS.

Court Services - To account for court-related filing fees, service charges, fines, court costs, appropriations, and expenses of the Clerk as mandated by §28.35 FS.

Homeowner's Foreclosure Education Fund - To account for funds for the purpose of educating the public as to the rights of homeowners regarding foreclosure proceedings.

Community Donations - To account for public donations received by the Sheriff's Office.

Inmate Welfare - To account for the profits earned from telephone services and commissary services operated within the County jail. Profits are earned from the sales of products such as candy and toothpaste to the inmates. Profits from these sales can only be spent for the benefit of the inmates.

SPECIAL REVENUE FUNDS (CONTINUED)

Impact Fee Parks and Recreation Avon Park - Pursuant to County Ordinance 05-06-44, parks and recreation impact fees are collected by the County to provide growth-necessitated capital improvements in the area of parks and recreation.

Impact Fee Correctional Facilities - Pursuant to County Ordinance 05-06-44, correctional facility impact fees are collected by the County to provide growth-necessitated capital improvements in the area of correctional facilities.

Impact Fee Fire - Pursuant to County Ordinance 05-06-44, fire services impact fees are collected by the County to accommodate new development without decreasing the current level of fire services.

Impact Fee Libraries - Pursuant to County Ordinance 05-06-44, library services impact fees are collected by the County to accommodate new development without decreasing the current level of library services.

Impact Fee Law Enforcement - Pursuant to County Ordinance 05-06-44, law enforcement impact fees are collected by the County to provide growth-necessitated capital improvements in the area of law enforcement.

Impact Fee Emergency Medical Services - Pursuant to County Ordinance 05-06-44, emergency medical services impact fees are collected by the County to provide growth-necessitated capital improvements in the area of emergency medical services.

Thunderbird Hill Wastewater Special Benefit District - To account for assessments relating to financing the upgrade, construction and operations of the wastewater infrastructure for the Thunderbird Hills area.

Highlands County Fire Protection Special Benefit District - To account for assessments relating to fire protection within the County.

CAPITAL PROJECTS FUND

Capital Projects Funds are used to account for and report financial resources that are restricted, committed or assigned to expenditure for capital outlays, including the acquisition or construction of capital facilities and other capital assets. Capital projects funds exclude those types of capital – related outflows financed by proprietary funds or for assets that will be held in trust for individuals, private organizations, or other governments.

Highlands County Public Improvement Revenue Note (HCIPRN Construction) - The HCPIRN Construction Fund is a capital projects fund used to account for financial resources to be used for the acquisition and construction of major capital facilities and infrastructure projects (other than those financed by proprietary funds).

HIGHLANDS COUNTY, FLORIDA
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS
SEPTEMBER 30, 2020

	Special Revenue Funds								
	Lake Placid Sun-N-Lake Estates Fire District	DeSoto City Special Benefit Fire District	Orange Villa Special Benefit District	Hickory Hills Special Benefit District	Placid Lakes Special Benefit District	Sebring Country Estates Special Benefit District	Avon Park Estates Special Benefit District	Highlands Lakes Special Tax District	Highlands Park Special Benefit Fire District
ASSETS									
Cash and Cash Equivalents	$ 4,448	$ 36,983	$ 257	$ 22,112	$ 384,840	$ 51,049	$ 597,964	$ 143,526	$ 65,974
Investments	-	-	-	-	125,631	-	633,895	-	-
Accounts Receivable - Net	7	62	1	37	343	91	338	241	111
Due from Other Funds	-	-	6	11	774	94	402	-	-
Due from Other Governmental Units	505	-	-	-	306	12	175	80	46
Prepaid Items	424,389	-	-	-	-	-	-	-	-
Total Assets	$ 429,349	$ 37,045	$ 264	$ 22,160	$ 511,894	$ 51,246	$ 1,232,774	$ 143,847	$ 66,131
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES									
Liabilities:									
Vouchers Payable	$ -	$ -	$ 133	$ 110	$ 10,900	$ -	$ 645	$ -	$ -
Accrued Wages Payable	-	-	-	-	-	-	-	-	-
Contracts Payable-Retained Percentage	-	-	-	-	-	-	-	-	-
Customer Deposits	-	-	-	-	1,300	-	-	-	-
Due to Other Governmental Units	-	-	-	-	-	-	-	-	-
Due to Other Funds	-	-	-	-	-	-	-	-	-
Due to Others	-	-	-	-	-	-	-	-	-
Advances from Other Funds	-	-	-	-	-	-	-	-	-
Unearned Revenue	-	-	-	-	-	-	-	-	-
Total Liabilities	-	-	133	110	12,200	-	645	-	-
Deferred Inflows of Resources:									
Unavailable Revenue:									
Charges for Services	-	-	-	-	-	-	-	-	-
Fund Balances:									
Nonspendable	424,389	-	-	-	-	-	-	-	-
Restricted	4,960	37,045	131	22,050	499,694	51,246	1,232,129	143,847	66,131
Unassigned	-	-	-	-	-	-	-	-	-
Total Fund Balances	429,349	37,045	131	22,050	499,694	51,246	1,232,129	143,847	66,131
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	$ 429,349	$ 37,045	$ 264	$ 22,160	$ 511,894	$ 51,246	$ 1,232,774	$ 143,847	$ 66,131

HIGHLANDS COUNTY, FLORIDA
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS (CONTINUED)
SEPTEMBER 30, 2020

	Special Revenue Funds									
	Highlands Park Estates Improve-ment Trust	Leisure Lakes Special Benefit Fire District	Sebring Hills Special Benefit District	Red Hill Farms Improve-ment District	E911 Emergency Operations	Hospital District	Orange Blossom Estates Special Benefit District	Sun-N-Lakes of Lake Placid Recreation District	Conservation Trust	Intergov-ernmental Radio Communi-cations
ASSETS										
Cash and Cash Equivalents	$ 60,358	$ 106,476	$ 48,279	$ 102,527	$ -	$ 115,630	$ 22,940	$ 28,618	$ 259,584	$ -
Investments	-	38,469	-	40,354	-	-	-	40,354	-	-
Accounts Receivable - Net	102	52	93	88	-	20	40	72	300	-
Due from Other Funds	-	-	120	28	85,859	-	-	277	-	-
Due from Other Governmental Units	-	227	-	-	134,597	-	-	670	-	4,130
Prepaid Items	-	-	-	-	-	-	-	-	-	-
Total Assets	$ 60,460	$ 145,224	$ 48,492	$ 142,997	$ 220,456	$ 115,650	$ 22,980	$ 69,991	$ 259,884	$ 4,130
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES										
Liabilities:										
Vouchers Payable	$ -	$ -	$ 3,070	$ -	$ -	$ -	$ 23	$ 2,961	$ -	$ -
Accrued Wages Payable	-	-	-	-	-	-	-	-	-	-
Contracts Payable-Retained Percentage	-	-	-	-	-	-	-	-	-	-
Customer Deposits	-	-	-	-	-	-	-	100	-	-
Due to Other Governmental Units	-	-	-	-	-	-	-	-	-	-
Due to Other Funds	-	-	-	-	43,074	-	-	-	-	4,130
Due to Others	-	-	-	-	-	-	-	-	-	-
Advances from Other Funds	-	-	-	-	-	-	-	-	-	-
Unearned Revenue	-	-	-	-	-	-	-	-	-	-
Total Liabilities	-	-	3,070	-	43,074	-	23	3,061	-	4,130
Deferred Inflows of Resources:										
Unavailable Revenue:										
Charges for Services	-	-	-	-	67,600	-	-	-	-	-
Fund Balances:										
Nonspendable	-	-	-	-	-	-	-	-	-	-
Restricted	60,460	145,224	45,422	142,997	109,782	115,650	22,957	66,930	259,884	-
Unassigned	-	-	-	-	-	-	-	-	-	-
Total Fund Balances	60,460	145,224	45,422	142,997	109,782	115,650	22,957	66,930	259,884	-
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	$ 60,460	$ 145,224	$ 48,492	$ 142,997	$ 220,456	$ 115,650	$ 22,980	$ 69,991	$ 259,884	$ 4,130

HIGHLANDS COUNTY, FLORIDA
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS (CONTINUED)
SEPTEMBER 30, 2020

	Special Revenue Funds									
	Sebring Acres Special Benefit District	Orange Blossom (Unit 12) Special Benefit District	Lake Haven Estates Special Benefit District	Lorida Special Benefit Fire District	Lake Placid Special Benefit Fire District	Law Enforcement Education	Building Code Enforcement	Florida Boating Improvement	Special Law Enforcement Trust	Highway Park Special Benefit District
ASSETS										
Cash and Cash Equivalents	$ 182,585	$ 8,274	$ 31,520	$ 30,933	$ 412,579	$ 135,766	$ 1,502,856	$ 89,175	$ 162,126	$ 34,972
Investments	-	-	-	-	-	117,644	1,737,922	141,460	67,201	-
Accounts Receivable - Net	223	14	57	55	693	226	1,444	54	143	60
Due from Other Funds	47	-	47	-	-	-	-	-	-	32
Due from Other Governmental Units	1	-	-	8	-	1,815	-	2,705	-	22
Prepaid Items	-	-	-	-	-	-	-	-	-	-
Total Assets	$ 182,856	$ 8,288	$ 31,624	$ 30,996	$ 413,272	$ 255,451	$ 3,242,222	$ 233,394	$ 229,470	$ 35,086
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES										
Liabilities:										
Vouchers Payable	$ 1,376	$ -	$ 754	$ -	$ -	$ -	$ 2,842	$ 1,407	$ -	$ 513
Accrued Wages Payable	-	-	-	-	-	-	25,443	-	-	-
Contracts Payable-Retained Percentage	-	-	-	-	-	-	-	-	-	-
Customer Deposits	-	-	-	-	-	-	-	-	-	-
Due to Other Governmental Units	-	-	-	-	-	-	9,643	-	-	-
Due to Other Funds	-	-	-	-	-	-	-	-	-	-
Due to Others	-	-	-	-	-	-	-	-	-	-
Advances from Other Funds	-	-	-	-	-	-	-	-	-	-
Unearned Revenue	-	-	-	-	-	-	-	-	-	-
Total Liabilities	1,376	-	754	-	-	-	37,928	1,407	-	513
Deferred Inflows of Resources:										
Unavailable Revenue:										
Charges for Services	-	-	-	-	-	-	-	-	-	-
Fund Balances:										
Nonspendable	-	-	-	-	-	-	-	-	-	-
Restricted	181,480	8,288	30,870	30,996	413,272	255,451	3,204,294	231,987	229,470	34,573
Unassigned	-	-	-	-	-	-	-	-	-	-
Total Fund Balances	181,480	8,288	30,870	30,996	413,272	255,451	3,204,294	231,987	229,470	34,573
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	$ 182,856	$ 8,288	$ 31,624	$ 30,996	$ 413,272	$ 255,451	$ 3,242,222	$ 233,394	$ 229,470	$ 35,086

HIGHLANDS COUNTY, FLORIDA
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS (CONTINUED)
SEPTEMBER 30, 2020

	Special Revenue Funds									
	Community Development Block Grant	Affordable Housing Assistance Trust	Sun-N-Lakes 1 - 20 Improvement Trust	Highlands Park Estates Special Benefit District	West Sebring Special Benefit Fire District	Driver Education Safety Trust	Tourist Development Trust	Industrial Development Agency	Domestic Violence Training	Fire Inspection And Safety
ASSETS										
Cash and Cash Equivalents	$ -	$ 386,508	$ 58,770	$ 93,166	$ 645,438	$ 32,857	$ 595,136	$ 1,016	$ 52,593	$ 162,696
Investments	-	242,247	-	-	50,443	-	564,774	-	50,443	-
Accounts Receivable - Net	-	833	98	180	664	52	880	1	87	275
Due from Other Funds	-	-	-	338	-	-	-	-	-	-
Due from Other Governmental Units	-	-	-	393	518	2,089	102,604	-	581	-
Prepaid Items	-	-	-	-	-	-	7,935	-	-	-
Total Assets	$ -	$ 629,588	$ 58,868	$ 94,077	$ 697,063	$ 34,998	$ 1,271,329	$ 1,017	$ 103,704	$ 162,971
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES										
Liabilities:										
Vouchers Payable	$ -	$ 76,256	$ -	$ 765	$ -	$ -	$ 91,846	$ -	$ -	$ 81
Accrued Wages Payable	-	2,399	-	-	-	-	1,939	-	-	-
Contracts Payable-Retained Percentage	-	-	-	-	-	-	-	-	-	-
Customer Deposits	-	-	-	1,050	-	-	-	-	-	-
Due to Other Governmental Units	-	902	-	-	-	-	96	-	-	-
Due to Other Funds	-	-	-	-	-	-	-	-	-	-
Due to Others	-	-	-	-	-	-	-	-	-	-
Advances from Other Funds	-	-	-	62,305	-	-	-	-	-	-
Unearned Revenue	-	182,921	-	-	-	-	-	-	-	-
Total Liabilities	-	262,478	-	64,120	-	-	93,881	-	-	81
Deferred Inflows of Resources:										
Unavailable Revenue:										
Charges for Services	-	-	-	-	-	-	-	-	-	-
Fund Balances:										
Nonspendable	-	-	-	-	-	-	7,935	-	-	-
Restricted	-	367,110	58,868	29,957	697,063	34,998	1,169,513	1,017	103,704	162,890
Unassigned	-	-	-	-	-	-	-	-	-	-
Total Fund Balances	-	367,110	58,868	29,957	697,063	34,998	1,177,448	1,017	103,704	162,890
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	$ -	$ 629,588	$ 58,868	$ 94,077	$ 697,063	$ 34,998	$ 1,271,329	$ 1,017	$ 103,704	$ 162,971

HIGHLANDS COUNTY, FLORIDA
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS (CONTINUED)
SEPTEMBER 30, 2020

	Special Revenue Funds								
	Venus Special Benefit Fire District	Sebring Parkway Maintenance	State Court Facilities Trust	Innovations and Supplemental Courts Funding Trust	Crime Prevention	Court Tech 28.24(12)(e)1	Court	Home Initiatives Partnership	Placid Lakes Special Benefit Fire District
ASSETS									
Cash and Cash Equivalents	$ 50,128	$ 862,475	$ 26,743	$ 20,888	$ 79,106	$ 100,443	$ 253,663	$ 639	$ 239
Investments	50,443	163,766	175,757	-	67,201	-	-	-	-
Accounts Receivable - Net	83	979	52	91	128	88	127	16	1
Due from Other Funds	-	-	-	-	24,280	-	-	-	-
Due from Other Governmental Units	1,247	33,897	12,872	6,628	3,090	16,640	51,748	-	52
Prepaid Items	-	-	3,420	-	-	24,831	1,367	-	-
Total Assets	$ 101,901	$ 1,061,117	$ 218,844	$ 27,607	$ 173,805	$ 142,002	$ 306,905	$ 655	$ 292
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES									
Liabilities:									
Vouchers Payable	$ 8,920	$ 4,643	$ 3,212	$ 4,274	$ -	$ 26,102	$ 883	$ -	$ -
Accrued Wages Payable	-	-	2,854	-	-	6,589	7,342	-	-
Contracts Payable-Retained Percentage	-	-	-	-	-	-	-	-	-
Customer Deposits	-	-	-	-	-	-	-	-	-
Due to Other Governmental Units	-	103	-	-	-	4,639	-	10	-
Due to Other Funds	-	-	31,209	3,345	-	-	16,830	-	-
Due to Others	-	-	-	-	-	-	281,850	-	-
Advances from Other Funds	-	-	-	-	-	-	-	-	-
Unearned Revenue	-	-	-	-	-	-	-	-	-
Total Liabilities	8,920	4,746	37,275	7,619	-	37,330	306,905	10	-
Deferred Inflows of Resources:									
Unavailable Revenue:									
Charges for Services	-	-	-	-	-	-	-	-	-
Fund Balances:									
Nonspendable	-	-	3,420	-	-	24,831	1,367	-	-
Restricted	92,981	1,056,371	178,149	19,988	173,805	79,841	-	645	292
Unassigned	-	-	-	-	-	-	(1,367)	-	-
Total Fund Balances	92,981	1,056,371	181,569	19,988	173,805	104,672	-	645	292
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	$ 101,901	$ 1,061,117	$ 218,844	$ 27,607	$ 173,805	$ 142,002	$ 306,905	$ 655	$ 292

HIGHLANDS COUNTY, FLORIDA
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS (CONTINUED)
SEPTEMBER 30, 2020

	Special Revenue Funds								
	Oak Manor Avenue Road Paving District	Public Records Modernization Trust	Teen Court Operations	Court Related Technology Modernization Trust	Court Services	Homeowner's Foreclosure Education	Community Donations	Inmate Welfare	Impact Fee Parks and Recreation Avon Park
ASSETS									
Cash and Cash Equivalents	$ -	$ 234,011	$ 6,211	$ 105,738	$ 185,944	$ 113	$ 87,720	$ 589,075	$ 4,667
Investments	-	-	-	-	-	-	-	-	-
Accounts Receivable - Net	-	312	10	221	69	-	-	49,409	8
Due from Other Funds	-	-	-	-	-	-	-	-	-
Due from Other Governmental Units	-	-	-	-	6,236	-	-	-	-
Prepaid Items	-	-	-	-	-	-	-	-	-
Total Assets	$ -	$ 234,323	$ 6,221	$ 105,959	$ 192,249	$ 113	$ 87,720	$ 638,484	$ 4,675
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES									
Liabilities:									
Vouchers Payable	$ -	$ -	$ -	$ 2,668	$ 7,401	$ -	$ 1,200	$ 15,359	$ -
Accrued Wages Payable	-	-	-	2,796	34,854	-	-	432	-
Contracts Payable-Retained Percentage	-	-	-	-	-	-	-	-	-
Customer Deposits	-	-	-	-	-	-	-	-	-
Due to Other Governmental Units	-	-	-	-	149,994	-	-	-	-
Due to Other Funds	1,042	-	-	-	-	-	-	-	-
Due to Others	-	-	-	-	-	-	-	-	-
Advances from Other Funds	-	-	-	-	-	-	-	-	-
Unearned Revenue	-	-	-	-	-	-	-	-	-
Total Liabilities	1,042	-	-	5,464	192,249	-	1,200	15,791	-
Deferred Inflows of Resources:									
Unavailable Revenue:									
Charges for Services	-	-	-	-	-	-	-	-	-
Fund Balances:									
Nonspendable	-	-	-	-	-	-	-	-	-
Restricted	-	234,323	6,221	100,495	-	113	86,520	622,693	4,675
Unassigned	(1,042)	-	-	-	-	-	-	-	-
Total Fund Balances	(1,042)	234,323	6,221	100,495	-	113	86,520	622,693	4,675
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	$ -	$ 234,323	$ 6,221	$ 105,959	$ 192,249	$ 113	$ 87,720	$ 638,484	$ 4,675

HIGHLANDS COUNTY, FLORIDA
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS (CONTINUED)
SEPTEMBER 30, 2020

	Special Revenue Funds							Capital Projects Fund	
	Impact Fee Correctional Facilities	Impact Fee Fire	Impact Fee Libraries	Impact Fee Law Enforcement	Impact Fee Emergency Medical Services	Thunderbird Hill Waste Water Special Benefit District	Highlands County Fire Protection Special Benefit District	HCPIRN Construction	Total All Nonmajor Governmental Funds
ASSETS									
Cash and Cash Equivalents	$ 4,600	$ 4,879	$ 1,746	$ 1,351	$ 1,044	$ 71,297	$ 1,049,696	$ 3,517,971	$ 13,930,918
Investments	-	-	-	-	-	-	1,250,000	50,443	5,608,447
Accounts Receivable - Net	8	8	3	2	2	64	16,189	383	76,290
Due from Other Funds	-	-	-	-	-	80	24,041	-	136,436
Due from Other Governmental Units	-	-	-	-	-	-	10,507	-	394,401
Prepaid Items	-	-	-	-	-	-	8,886	1,237,063	1,707,891
Total Assets	$ 4,608	$ 4,887	$ 1,749	$ 1,353	$ 1,046	$ 71,441	$ 2,359,319	$ 4,805,860	$ 21,854,383
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES									
Liabilities:									
Vouchers Payable	$ -	$ -	$ -	$ -	$ -	$ -	$ 22,768	$ 131,689	$ 422,801
Accrued Wages Payable	-	-	-	-	-	-	101,948	-	186,596
Contracts Payable-Retained Percentage	-	-	-	-	-	-	-	51,502	51,502
Customer Deposits	-	-	-	-	-	-	-	-	2,450
Due to Other Governmental Units	-	-	-	-	-	-	1,018	-	166,405
Due to Other Funds	-	-	-	-	-	-	3,165	3,709	106,504
Due to Others	-	-	-	-	-	-	-	-	281,850
Advances from Other Funds	-	-	-	-	-	71,000	-	-	133,305
Unearned Revenue	-	-	-	-	-	-	-	-	182,921
Total Liabilities	-	-	-	-	-	71,000	128,899	186,900	1,534,334
Deferred Inflows of Resources:									
Unavailable Revenue:									
Charges for Services	-	-	-	-	-	-	-	-	67,600
Fund Balances:									
Nonspendable	-	-	-	-	-	-	8,886	1,237,063	1,707,891
Restricted	4,608	4,887	1,749	1,353	1,046	441	2,221,534	3,381,897	18,546,967
Unassigned	-	-	-	-	-	-	-	-	(2,409)
Total Fund Balances	4,608	4,887	1,749	1,353	1,046	441	2,230,420	4,618,960	20,252,449
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	$ 4,608	$ 4,887	$ 1,749	$ 1,353	$ 1,046	$ 71,441	$ 2,359,319	$ 4,805,860	$ 21,854,383

HIGHLANDS COUNTY, FLORIDA
COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS
YEAR ENDED SEPTEMBER 30, 2020

	Special Revenue Funds								
	Lake Placid Sun-N-Lake Estates Fire District	DeSoto City Special Benefit Fire District	Orange Villa Special Benefit District	Hickory Hills Special Benefit District	Placid Lakes Special Benefit District	Sebring Country Estates Special Benefit District	Avon Park Estates Special Benefit District	Highlands Lakes Special Tax District	Highlands Park Special Benefit Fire District
REVENUES									
Taxes	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Licenses and Permits	-	-	-	-	-	-	-	-	-
Intergovernmental	-	-	-	-	-	-	-	-	-
Charges for Services	-	-	-	-	400	-	-	-	-
Fines and Forfeitures	-	-	-	-	-	-	-	-	-
Assessments	5,609	-	1,282	2,424	169,600	20,605	88,051	2,780	3,047
Net Change in Fair Value of Investments	179	437	7	157	7,147	457	16,330	2,714	777
Miscellaneous	-	-	-	-	230	-	-	-	-
Total Revenues	5,788	437	1,289	2,581	177,377	21,062	104,381	5,494	3,824
EXPENDITURES									
Current:									
General Government	-	-	-	-	-	-	-	-	-
Public Safety	-	-	-	-	-	-	-	1,523	568
Physical Environment	-	-	-	-	-	-	-	-	-
Transportation	-	-	1,793	1,463	189,828	17,951	144,119	-	-
Economic Environment	-	-	-	-	-	-	-	-	-
Human Services	-	-	-	-	-	-	-	-	-
Culture and Recreation	-	-	-	-	-	-	-	-	-
Court Related	-	-	-	-	-	-	-	-	-
Debt Service:									
Interest and Fiscal Charges	-	-	-	-	-	-	-	-	-
Total Expenditures	-	-	1,793	1,463	189,828	17,951	144,119	1,523	568
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	5,788	437	(504)	1,118	(12,451)	3,111	(39,738)	3,971	3,256
OTHER FINANCING SOURCES (USES)									
Transfers In	-	-	-	-	-	-	-	-	-
Transfers Out	-	-	-	-	-	-	-	-	-
Insurance Recoveries	-	-	-	-	-	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-	-	-	-	-	-
NET CHANGE IN FUND BALANCE	5,788	437	(504)	1,118	(12,451)	3,111	(39,738)	3,971	3,256
Fund Balances - October 1, 2019	423,561	36,608	635	20,932	512,145	48,135	1,271,867	139,876	62,875
FUND BALANCES - SEPTEMBER 30, 2020	$ 429,349	$ 37,045	$ 131	$ 22,050	$ 499,694	$ 51,246	$ 1,232,129	$ 143,847	$ 66,131

HIGHLANDS COUNTY, FLORIDA
COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS (CONTINUED)
YEAR ENDED SEPTEMBER 30, 2020

	Special Revenue Funds									
	Highlands Park Estates Improve-ment Trust	Leisure Lakes Special Benefit Fire District	Sebring Hills Special Benefit District	Red Hill Farms Improve-ment District	E911 Emergency Operations	Hospital District	Orange Blossom Estates Special Benefit District	Sun-N-Lakes of Lake Placid Recreation District	Conserva-tion Trust	Intergov-ernmental Radio Communi-cations
REVENUES										
Taxes	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Licenses and Permits	-	-	-	-	-	-	-	-	-	-
Intergovernmental	-	-	-	-	25,799	286,050	-	-	-	-
Charges for Services	-	-	-	-	405,656	-	-	-	40,755	51,402
Fines and Forfeitures	-	-	-	-	-	-	-	-	-	-
Assessments	-	3,481	26,396	6,178	-	-	-	60,678	-	-
Net Change in Fair Value of Investments	713	1,496	583	1,428	-	1,514	190	761	3,278	-
Miscellaneous	-	-	-	-	-	-	-	1,625	-	33,233
Total Revenues	713	4,977	26,979	7,606	431,455	287,564	190	63,064	44,033	84,635
EXPENDITURES										
Current:										
General Government	-	-	-	-	-	-	-	-	-	-
Public Safety	-	19,524	-	-	1,010,861	-	-	-	-	384,292
Physical Environment	-	-	-	-	-	-	-	-	4,572	-
Transportation	-	-	24,389	591	-	-	249	-	-	-
Economic Environment	-	-	-	-	-	-	-	-	-	-
Human Services	-	-	-	-	-	293,361	-	-	-	-
Culture and Recreation	-	-	-	-	-	-	-	68,681	-	-
Court Related	-	-	-	-	-	-	-	-	-	-
Debt Service:										
Interest and Fiscal Charges	-	-	-	-	-	-	-	-	-	-
Total Expenditures	-	19,524	24,389	591	1,010,861	293,361	249	68,681	4,572	384,292
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	713	(14,547)	2,590	7,015	(579,406)	(5,797)	(59)	(5,617)	39,461	(299,657)
OTHER FINANCING SOURCES (USES)										
Transfers In	-	-	-	-	579,406	-	-	-	-	299,657
Transfers Out	-	-	-	-	-	-	-	-	-	-
Insurance Recoveries	-	-	-	-	-	-	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-	579,406	-	-	-	-	299,657
NET CHANGE IN FUND BALANCE	713	(14,547)	2,590	7,015	-	(5,797)	(59)	(5,617)	39,461	-
Fund Balances - October 1, 2019	59,747	159,771	42,832	135,982	109,782	121,447	23,016	72,547	220,423	-
FUND BALANCES - SEPTEMBER 30, 2020	$ 60,460	$ 145,224	$ 45,422	$ 142,997	$ 109,782	$ 115,650	$ 22,957	$ 66,930	$ 259,884	$ -

HIGHLANDS COUNTY, FLORIDA
COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS (CONTINUED)
YEAR ENDED SEPTEMBER 30, 2020

	Special Revenue Funds									
	Sebring Acres Special Benefit District	Orange Blossom (Unit 12) Special Benefit District	Lake Haven Estates Special Benefit District	Lorida Special Benefit Fire District	Lake Placid Special Benefit Fire District	Law Enforcement Education	Building Code Enforce-ment	Florida Boating Improve-ment	Special Law Enforce-ment Trust	Highway Park Special Benefit District
REVENUES										
Taxes	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Licenses and Permits	-	-	-	-	-	-	966,451	-	-	-
Intergovernmental	-	-	-	-	-	-	-	36,812	8,548	-
Charges for Services	-	-	-	-	-	20,497	135,591	-	-	-
Fines and Forfeitures	-	-	-	-	-	-	-	-	-	-
Assessments	10,343	-	10,307	337	156	-	-	-	-	7,027
Net Change in Fair Value of Investments	2,528	98	365	554	8,874	4,169	46,165	2,495	3,217	376
Miscellaneous	-	-	-	-	-	-	3,557	-	-	-
Total Revenues	12,871	98	10,672	891	9,030	24,666	1,151,764	39,307	11,765	7,403
EXPENDITURES										
Current:										
General Government	-	-	-	-	-	-	-	-	-	-
Public Safety	-	-	-	29,379	-	-	816,242	-	-	-
Physical Environment	-	-	-	-	-	-	-	-	-	-
Transportation	4,736	-	9,928	-	-	-	-	-	-	6,743
Economic Environment	-	-	-	-	-	-	-	-	-	-
Human Services	-	-	-	-	-	-	-	-	-	-
Culture and Recreation	-	-	-	-	-	-	-	41,821	-	-
Court Related	-	-	-	-	-	-	-	-	-	-
Debt Service:										
Interest and Fiscal Charges	-	-	-	-	-	-	-	-	-	-
Total Expenditures	4,736	-	9,928	29,379	-	-	816,242	41,821	-	6,743
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	8,135	98	744	(28,488)	9,030	24,666	335,522	(2,514)	11,765	660
OTHER FINANCING SOURCES (USES)										
Transfers In	-	-	-	-	-	-	-	-	-	-
Transfers Out	-	-	-	-	-	-	-	-	-	-
Insurance Recoveries	-	-	-	-	-	-	22,706	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-	-	-	22,706	-	-	-
NET CHANGE IN FUND BALANCE	8,135	98	744	(28,488)	9,030	24,666	358,228	(2,514)	11,765	660
Fund Balances - October 1, 2019	173,345	8,190	30,126	59,484	404,242	230,785	2,846,066	234,501	217,705	33,913
FUND BALANCES - SEPTEMBER 30, 2020	$ 181,480	$ 8,288	$ 30,870	$ 30,996	$ 413,272	$ 255,451	$ 3,204,294	$ 231,987	$ 229,470	$ 34,573

HIGHLANDS COUNTY, FLORIDA
COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS (CONTINUED)
YEAR ENDED SEPTEMBER 30, 2020

	Special Revenue Funds									
	Community Development Block Grant	Affordable Housing Assistance Trust	Sun-N-Lakes 1 - 20 Improvement Trust	Highlands Park Estates Special Benefit District	West Sebring Special Benefit Fire District	Driver Education Safety Trust	Tourist Development Trust	Industrial Development Agency	Domestic Violence Training	Fire Inspection and Safety
REVENUES										
Taxes	$ -	$ -	$ -	$ -	$ -	$ -	$ 859,835	$ -	$ -	$ -
Licenses and Permits	-	-	-	-	-	-	-	-	-	850
Intergovernmental	-	476,108	-	-	-	-	-	-	-	-
Charges for Services	-	191,915	-	300	-	24,263	-	-	8,003	17,110
Fines and Forfeitures	-	-	-	-	-	-	-	-	-	-
Assessments	-	-	-	74,199	3,409	-	-	-	-	-
Net Change in Fair Value of Investments	-	8,056	694	2,409	10,946	311	17,405	12	1,060	2,527
Miscellaneous	-	-	-	156	-	-	-	-	-	-
Total Revenues	-	676,079	694	77,064	14,355	24,574	877,240	12	9,063	20,487
EXPENDITURES										
Current:										
General Government	-	-	-	-	-	-	-	-	-	-
Public Safety	-	-	-	-	163,989	-	-	-	-	6,929
Physical Environment	-	-	-	-	-	-	249	-	-	-
Transportation	-	-	-	46,809	-	-	-	-	-	-
Economic Environment	164	804,174	-	-	-	-	677,414	-	-	-
Human Services	-	-	-	-	-	-	-	-	-	-
Culture and Recreation	-	-	-	-	-	-	-	-	-	-
Court Related	-	-	-	-	-	-	-	-	-	-
Debt Service:										
Interest and Fiscal Charges	-	-	-	3,217	-	-	-	-	-	-
Total Expenditures	164	804,174	-	50,026	163,989	-	677,663	-	-	6,929
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	(164)	(128,095)	694	27,038	(149,634)	24,574	199,577	12	9,063	13,558
OTHER FINANCING SOURCES (USES)										
Transfers In	-	-	-	-	-	-	-	-	-	-
Transfers Out	-	-	-	-	-	-	-	-	-	-
Insurance Recoveries	-	-	-	-	-	-	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-	-	-	-	-	-	-
NET CHANGE IN FUND BALANCE	(164)	(128,095)	694	27,038	(149,634)	24,574	199,577	12	9,063	13,558
Fund Balances - October 1, 2019	164	495,205	58,174	2,919	846,697	10,424	977,871	1,005	94,641	149,332
FUND BALANCES - SEPTEMBER 30, 2020	$ -	$ 367,110	$ 58,868	$ 29,957	$ 697,063	$ 34,998	$ 1,177,448	$ 1,017	$ 103,704	$ 162,890

HIGHLANDS COUNTY, FLORIDA
COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS (CONTINUED)
YEAR ENDED SEPTEMBER 30, 2020

	Special Revenue Funds								
	Venus Special Benefit Fire District	Sebring Parkway Maintenance	State Court Facilities Trust	Innovations and Supplemental Courts Funding Trust	Crime Prevention	Court Tech 28.24(12)(e)1	Court	Home Initiatives Partnership	Placid Lakes Special Benefit Fire District
REVENUES									
Taxes	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Licenses and Permits	-	-	-	-	-	-	-	-	-
Intergovernmental	-	52,444	-	-	-	20,000	313,222	-	-
Charges for Services	-	-	148,408	79,433	35,923	177,398	-	33,946	-
Fines and Forfeitures	-	-	-	-	329	-	-	-	-
Assessments	1,399	-	-	-	-	-	-	-	1,020
Net Change in Fair Value of Investments	1,028	16,168	4,496	505	2,355	494	3,020	82	29
Miscellaneous	-	-	-	-	-	-	-	-	-
Total Revenues	2,427	68,612	152,904	79,938	38,607	197,892	316,242	34,028	1,049
EXPENDITURES									
Current:									
General Government	-	-	-	-	-	-	-	-	-
Public Safety	11,394	-	-	-	20,734	-	-	-	354,933
Physical Environment	-	-	-	-	-	-	-	-	-
Transportation	-	159,606	-	-	-	-	-	-	-
Economic Environment	-	-	-	-	-	-	-	101,334	-
Human Services	-	-	-	-	-	-	-	-	-
Culture and Recreation	-	-	-	-	-	-	-	-	-
Court Related	-	-	210,968	89,810	-	364,355	299,412	-	-
Debt Service:									
Interest and Fiscal Charges	-	-	-	-	-	-	-	-	-
Total Expenditures	11,394	159,606	210,968	89,810	20,734	364,355	299,412	101,334	354,933
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	(8,967)	(90,994)	(58,064)	(9,872)	17,873	(166,463)	16,830	(67,306)	(353,884)
OTHER FINANCING SOURCES (USES)									
Transfers In	-	153,051	-	30,820	-	166,463	-	-	-
Transfers Out	-	-	(15,291)	(19,867)	-	-	(16,830)	-	-
Insurance Recoveries	-	-	-	-	-	-	-	-	-
Total Other Financing Sources (Uses)	-	153,051	(15,291)	10,953	-	166,463	(16,830)	-	-
NET CHANGE IN FUND BALANCE	(8,967)	62,057	(73,355)	1,081	17,873	-	-	(67,306)	(353,884)
Fund Balances - October 1, 2019	101,948	994,314	254,924	18,907	155,932	104,672	-	67,951	354,176
FUND BALANCES - SEPTEMBER 30, 2020	$ 92,981	$ 1,056,371	$ 181,569	$ 19,988	$ 173,805	$ 104,672	$ -	$ 645	$ 292

HIGHLANDS COUNTY, FLORIDA
COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS (CONTINUED)
YEAR ENDED SEPTEMBER 30, 2020

	Special Revenue Funds								
	Oak Manor Avenue Road Paving	Public Records Modernization Trust	Teen Court Operations	Court Related Technology Modernization Trust	Court Services	Homeowner's Foreclosure Education	Community Donations	Inmate Welfare	Impact Fee Parks and Recreation Avon Park
REVENUES									
Taxes	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Licenses and Permits	-	-	-	-	-	-	-	-	-
Intergovernmental	-	-	-	-	241,800	-	-	-	-
Charges for Services	-	58,342	17,786	167,178	908,470	84	-	-	-
Fines and Forfeitures	-	-	-	-	565,047	-	-	-	-
Assessments	-	-	-	-	-	-	-	-	-
Net Change in Fair Value of Investments	-	3,488	30	1,035	4,608	1	-	-	55
Miscellaneous	-	2,775	-	7,000	1,008	-	32,887	341,346	-
Total Revenues	-	64,605	17,816	175,213	1,720,933	85	32,887	341,346	55
EXPENDITURES									
Current:									
General Government	-	36,175	-	-	-	-	-	-	-
Public Safety	-	-	-	-	-	-	12,833	225,618	-
Physical Environment	-	-	-	-	-	-	-	-	-
Transportation	627	-	-	-	-	-	-	-	-
Economic Environment	-	-	-	-	-	-	-	-	-
Human Services	-	-	-	-	-	-	-	-	-
Culture and Recreation	-	-	-	-	-	-	-	-	-
Court Related	-	-	12,863	176,014	1,720,933	-	-	-	-
Debt Service:						-			
Interest and Fiscal Charges	-	-	-	-	-	-	-	-	-
Total Expenditures	627	36,175	12,863	176,014	1,720,933	-	12,833	225,618	-
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	(627)	28,430	4,953	(801)	-	85	20,054	115,728	55
OTHER FINANCING SOURCES (USES)									
Transfers In	-	-	-	-	-	-	-	-	-
Transfers Out	-	-	-	-	-	-	-	-	-
Insurance Recoveries	-	-	-	-	-	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-	-	-	-	-	-
NET CHANGE IN FUND BALANCE	(627)	28,430	4,953	(801)	-	85	20,054	115,728	55
Fund Balances - October 1, 2019	(415)	205,893	1,268	101,296	-	28	66,466	506,965	4,620
FUND BALANCES - SEPTEMBER 30, 2020	$ (1,042)	$ 234,323	$ 6,221	$ 100,495	$ -	$ 113	$ 86,520	$ 622,693	$ 4,675

HIGHLANDS COUNTY, FLORIDA
COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS (CONTINUED)
YEAR ENDED SEPTEMBER 30, 2020

	Special Revenue Funds							Capital Projects Fund	
	Impact Fee Correctional Facilities	Impact Fee Fire	Impact Fee Libraries	Impact Fee Law Enforcement	Impact Fee Emergency Medical Services	Thunderbird Hill Waste Water Special Benefit District	Highlands County Fire Protection Special Benefit District	HCPIRN Construction	Total All Nonmajor Governmental Funds
REVENUES									
Taxes	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 859,835
Licenses and Permits	-	-	-	-	-	-	-	-	967,301
Intergovernmental	-	-	-	-	-	-	-	-	1,460,783
Charges for Services	-	-	-	-	-	-	-	-	2,522,860
Fines and Forfeitures	-	-	-	-	-	-	-	-	565,376
Assessments	-	-	-	-	-	17,522	5,248,876	-	5,764,726
Net Change in Fair Value of Investments	54	58	21	16	12	531	44,116	53,096	285,727
Miscellaneous	-	-	-	-	-	-	-	-	423,817
Total Revenues	54	58	21	16	12	18,053	5,292,992	53,096	12,850,425
EXPENDITURES									
Current:									
General Government	-	-	-	-	-	-	-	-	36,175
Public Safety	-	-	-	-	-	-	4,277,500	901,606	8,237,925
Physical Environment	-	-	-	-	-	8,204	-	-	13,025
Transportation	-	-	-	-	-	-	-	-	608,832
Economic Environment	-	-	-	-	-	-	-	-	1,583,086
Human Services	-	-	-	-	-	-	-	-	293,361
Culture and Recreation	-	-	-	-	-	-	-	-	110,502
Court Related	-	-	-	-	-	-	-	-	2,874,355
Debt Service:									
Interest and Fiscal Charges	-	-	-	-	-	808	99,147	-	103,172
Total Expenditures	-	-	-	-	-	9,012	4,376,647	901,606	13,860,433
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	54	58	21	16	12	9,041	916,345	(848,510)	(1,010,008)
OTHER FINANCING SOURCES (USES)									
Transfers In	-	-	-	-	-	-	-	-	1,229,397
Transfers Out	-	-	-	-	-	-	(54,725)	-	(106,713)
Insurance Recoveries	-	-	-	-	-	-	-	-	22,706
Total Other Financing Sources (Uses)	-	-	-	-	-	-	(54,725)	-	1,145,390
NET CHANGE IN FUND BALANCE	54	58	21	16	12	9,041	861,620	(848,510)	135,382
Fund Balances - October 1, 2019	4,554	4,829	1,728	1,337	1,034	(8,600)	1,368,800	5,467,470	20,117,067
FUND BALANCES - SEPTEMBER 30, 2020	$ 4,608	$ 4,887	$ 1,749	$ 1,353	$ 1,046	$ 441	$ 2,230,420	$ 4,618,960	$ 20,252,449

HIGHLANDS COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
LAKE PLACID SUN-N-LAKE ESTATES FIRE DISTRICT FUND
YEAR ENDED SEPTEMBER 30, 2020

	Budget			Variance with Final Budget Positive
	Original	Final	Actual	(Negative)
REVENUES				
Assessments	$ -	$ -	$ 5,609	$ 5,609
Net Change in Fair Value of Investments	-	-	179	179
Total Revenues	-	-	5,788	5,788
EXPENDITURES				
Current:				
Public Safety:				
Special Benefit Districts	-	424,389	-	424,389
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	-	(424,389)	5,788	430,177
Fund Balances - October 1, 2019	-	424,389	423,561	(828)
FUND BALANCES - SEPTEMBER 30, 2020	$ -	$ -	$ 429,349	$ 429,349

HIGHLANDS COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
DESOTO CITY SPECIAL BENEFIT FIRE DISTRICT FUND
YEAR ENDED SEPTEMBER 30, 2020

	Budget			Variance with Final Budget Positive
	Original	Final	Actual	(Negative)
REVENUES				
Net Change in Fair Value of Investments	$ -	$ -	$ 437	$ 437
EXCESS OF REVENUES OVER EXPENDITURES	-	-	437	437
Fund Balances - October 1, 2019	-	-	36,608	36,608
FUND BALANCES - SEPTEMBER 30, 2020	$ -	$ -	$ 37,045	$ 37,045

HIGHLANDS COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
ORANGE VILLA SPECIAL BENEFIT DISTRICT FUND
YEAR ENDED SEPTEMBER 30, 2020

	Budget			Variance with Final Budget Positive (Negative)
	Original	Final	Actual	
REVENUES				
Assessments	$ 1,254	$ 1,254	$ 1,282	$ 28
Net Change in Fair Value of Investments	-	-	7	7
Total Revenues	1,254	1,254	1,289	35
EXPENDITURES				
Current:				
Transportation:				
Special Benefit Districts	1,720	1,793	1,793	-
DEFICIENCY OF REVENUES UNDER EXPENDITURES	(466)	(539)	(504)	35
Fund Balances - October 1, 2019	466	539	635	96
FUND BALANCES - SEPTEMBER 30, 2020	$ -	$ -	$ 131	$ 131

HIGHLANDS COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
HICKORY HILLS SPECIAL BENEFIT DISTRICT FUND
YEAR ENDED SEPTEMBER 30, 2020

	Budget			Variance with Final Budget Positive (Negative)
	Original	Final	Actual	
REVENUES				
Assessments	$ 2,400	$ 2,400	$ 2,424	$ 24
Net Change in Fair Value of Investments	50	50	157	107
Total Revenues	2,450	2,450	2,581	131
EXPENDITURES				
Current:				
Transportation:				
Special Benefit Districts	25,600	25,600	1,463	24,137
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	(23,150)	(23,150)	1,118	24,268
Fund Balances - October 1, 2019	23,150	23,150	20,932	(2,218)
FUND BALANCES - SEPTEMBER 30, 2020	$ -	$ -	$ 22,050	$ 22,050

HIGHLANDS COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
PLACID LAKES SPECIAL BENEFIT DISTRICT FUND
YEAR ENDED SEPTEMBER 30, 2020

	Budget			Variance with Final Budget Positive
	Original	Final	Actual	(Negative)
REVENUES				
Charges for Services	$ -	$ -	$ 400	$ 400
Assessments	162,507	162,507	169,600	7,093
Net Change in Fair Value of Investments	-	-	7,147	7,147
Miscellaneous	-	-	230	230
Total Revenues	162,507	162,507	177,377	14,870
EXPENDITURES				
Current:				
Transportation:				
Special Benefit Districts	287,642	290,689	189,828	100,861
DEFICIENCY OF REVENUES UNDER EXPENDITURES	(125,135)	(128,182)	(12,451)	115,731
Fund Balances - October 1, 2019	125,135	128,182	512,145	383,963
FUND BALANCES - SEPTEMBER 30, 2020	$ -	$ -	$ 499,694	$ 499,694

HIGHLANDS COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
SEBRING COUNTRY ESTATES SPECIAL BENEFIT DISTRICT FUND
YEAR ENDED SEPTEMBER 30, 2020

	Budget			Variance with Final Budget Positive (Negative)
	Original	Final	Actual	
REVENUES				
Assessments	$ 19,529	$ 19,529	$ 20,605	$ 1,076
Net Change in Fair Value of Investments	110	110	457	347
Total Revenues	19,639	19,639	21,062	1,423
EXPENDITURES				
Current:				
Transportation:				
Special Benefit Districts	23,000	23,000	17,951	5,049
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	(3,361)	(3,361)	3,111	6,472
Fund Balances - October 1, 2019	3,361	3,361	48,135	44,774
FUND BALANCES - SEPTEMBER 30, 2020	$ -	$ -	$ 51,246	$ 51,246

HIGHLANDS COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
AVON PARK ESTATES SPECIAL BENEFIT DISTRICT FUND
YEAR ENDED SEPTEMBER 30, 2020

	Budget			Variance with Final Budget Positive (Negative)
	Original	Final	Actual	
REVENUES				
Assessments	$ 87,400	$ 87,400	$ 88,051	$ 651
Net Change in Fair Value of Investments	5,000	5,000	16,330	11,330
Total Revenues	92,400	92,400	104,381	11,981
EXPENDITURES				
Current:				
Transportation:				
Special Benefit Districts	92,400	173,050	144,119	28,931
DEFICIENCY OF REVENUES UNDER EXPENDITURES	-	(80,650)	(39,738)	40,912
Fund Balances - October 1, 2019	-	80,650	1,271,867	1,191,217
FUND BALANCES - SEPTEMBER 30, 2020	$ -	$ -	$ 1,232,129	$ 1,232,129

HIGHLANDS COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
HIGHLANDS LAKES SPECIAL TAX DISTRICT FUND
YEAR ENDED SEPTEMBER 30, 2020

	Budget			Variance with Final Budget Positive (Negative)
	Original	Final	Actual	
REVENUES				
Assessments	$ -	$ -	$ 2,780	$ 2,780
Net Change in Fair Value of Investments	-	-	2,714	2,714
Total Revenues	-	-	5,494	5,494
EXPENDITURES				
Current:				
Public Safety:				
Special Benefit Districts	-	129,024	1,523	127,501
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	-	(129,024)	3,971	132,995
Fund Balances - October 1, 2019	-	129,024	139,876	10,852
FUND BALANCES - SEPTEMBER 30, 2020	$ -	$ -	$ 143,847	$ 143,847

HIGHLANDS COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
HIGHLANDS PARK SPECIAL BENEFIT FIRE DISTRICT FUND
YEAR ENDED SEPTEMBER 30, 2020

	Budget			Variance with Final Budget Positive (Negative)
	Original	Final	Actual	
REVENUES				
Assessments	$ -	$ -	$ 3,047	$ 3,047
Net Change in Fair Value of Investments	-	-	777	777
Total Revenues	-	-	3,824	3,824
EXPENDITURES				
Current:				
Public Safety:				
Special Benefit Districts	-	61,863	568	61,295
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	-	(61,863)	3,256	65,119
Fund Balances - October 1, 2019	-	61,863	62,875	1,012
FUND BALANCES - SEPTEMBER 30, 2020	$ -	$ -	$ 66,131	$ 66,131

HIGHLANDS COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
HIGHLANDS PARK ESTATES IMPROVEMENT TRUST FUND
YEAR ENDED SEPTEMBER 30, 2020

	Budget			Variance with Final Budget Positive (Negative)
	Original	Final	Actual	
REVENUES				
Net Change in Fair Value of Investments	$ -	$ -	$ 713	$ 713
EXPENDITURES				
Current:				
Transportation:				
Improvement Trust	20,000	20,000	-	20,000
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	(20,000)	(20,000)	713	20,713
Fund Balances - October 1, 2019	20,000	20,000	59,747	39,747
FUND BALANCES - SEPTEMBER 30, 2020	$ -	$ -	$ 60,460	$ 60,460

HIGHLANDS COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
LEISURE LAKES SPECIAL BENEFIT FIRE DISTRICT FUND
YEAR ENDED SEPTEMBER 30, 2020

	Budget			Variance with Final Budget Positive (Negative)
	Original	Final	Actual	
REVENUES				
Assessments	$ -	$ -	$ 3,481	$ 3,481
Net Change in Fair Value of Investments	-	-	1,496	1,496
Total Revenues	-	-	4,977	4,977
EXPENDITURES				
Current:				
Public Safety:				
Special Benefit Districts	-	159,771	19,524	140,247
DEFICIENCY OF REVENUES UNDER EXPENDITURES	-	(159,771)	(14,547)	145,224
Fund Balances - October 1, 2019	-	159,771	159,771	-
FUND BALANCES - SEPTEMBER 30, 2020	$ -	$ -	$ 145,224	$ 145,224

HIGHLANDS COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
SEBRING HILLS SPECIAL BENEFIT DISTRICT FUND
YEAR ENDED SEPTEMBER 30, 2020

	Budget			Variance with Final Budget Positive (Negative)
	Original	Final	Actual	
REVENUES				
Assessments	$ 25,883	$ 25,883	$ 26,396	$ 513
Net Change in Fair Value of Investments	-	-	583	583
Total Revenues	25,883	25,883	26,979	1,096
EXPENDITURES				
Current:				
Transportation:				
Special Benefit Districts	25,883	25,883	24,389	1,494
EXCESS OF REVENUES OVER EXPENDITURES	-	-	2,590	2,590
Fund Balances - October 1, 2019	-	-	42,832	42,832
FUND BALANCES - SEPTEMBER 30, 2020	$ -	$ -	$ 45,422	$ 45,422

HIGHLANDS COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
RED HILL FARMS INPROVEMENT DISTRICT FUND
YEAR ENDED SEPTEMBER 30, 2020

	Budget			Variance with Final Budget Positive (Negative)
	Original	Final	Actual	
REVENUES				
Assessments	$ 6,413	$ 6,413	$ 6,178	$ (235)
Net Change in Fair Value of Investments	350	350	1,428	1,078
Total Revenues	6,763	6,763	7,606	843
EXPENDITURES				
Current:				
Transportation:				
Special Benefit Districts	6,763	6,763	591	6,172
EXCESS OF REVENUES OVER EXPENDITURES	-	-	7,015	7,015
Fund Balances - October 1, 2019	-	-	135,982	135,982
FUND BALANCES - SEPTEMBER 30, 2020	$ -	$ -	$ 142,997	$ 142,997

HIGHLANDS COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
E911 EMERGENCY OPERATIONS FUND
YEAR ENDED SEPTEMBER 30, 2020

	Budget			Variance with Final Budget Positive (Negative)
	Original	Final	Actual	
REVENUES				
Intergovernmental	$ -	$ -	$ 25,799	$ 25,799
Charges for Services	381,430	381,430	405,656	24,226
Total Revenues	381,430	381,430	431,455	50,025
EXPENDITURES				
Current:				
Public Safety:				
E911 Operations	1,096,720	1,096,720	1,010,861	85,859
DEFICIENCY OF REVENUES UNDER EXPENDITURES	(715,290)	(715,290)	(579,406)	135,884
OTHER FINANCING SOURCES				
Transfers In	715,290	715,290	579,406	(135,884)
NET CHANGE IN FUND BALANCE	-	-	-	-
Fund Balances - October 1, 2019	-	-	109,782	109,782
FUND BALANCES - SEPTEMBER 30, 2020	$ -	$ -	$ 109,782	$ 109,782

HIGHLANDS COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
HOSPITAL DISTRICT FUND
YEAR ENDED SEPTEMBER 30, 2020

	Budget			Variance with Final Budget Positive
	Original	Final	Actual	(Negative)
REVENUES				
Intergovernmental	$ 286,050	$ 286,050	286,050	$ -
Net Change in Fair Value of Investments	-	-	1,514	1,514
Total Revenues	286,050	286,050	287,564	1,514
EXPENDITURES				
Current:				
Human Services:				
Other Human Services	286,050	322,195	293,361	28,834
DEFICIENCY OF REVENUES UNDER EXPENDITURES	-	(36,145)	(5,797)	30,348
Fund Balances - October 1, 2019	-	36,145	121,447	85,302
FUND BALANCES - SEPTEMBER 30, 2020	$ -	$ -	$ 115,650	$ 115,650

HIGHLANDS COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
ORANGE BLOSSOM ESTATES SPECIAL BENEFIT DISTRICT FUND
YEAR ENDED SEPTEMBER 30, 2020

	Budget			Variance with Final Budget Positive (Negative)
	Original	Final	Actual	
REVENUES				
Net Change in Fair Value of Investments	$ 75	$ 75	$ 190	$ 115
EXPENDITURES				
Current:				
Transportation:				
Special Benefit Districts	23,325	23,325	249	23,076
DEFICIENCY OF REVENUES UNDER EXPENDITURES	(23,250)	(23,250)	(59)	23,191
Fund Balances - October 1, 2019	23,250	23,250	23,016	(234)
FUND BALANCES - SEPTEMBER 30, 2020	$ -	$ -	$ 22,957	$ 22,957

HIGHLANDS COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
SUN-N-LAKES OF LAKE PLACID RECREATION DISTRICT FUND
YEAR ENDED SEPTEMBER 30, 2020

	Budget			Variance with Final Budget Positive (Negative)
	Original	Final	Actual	
REVENUES				
Assessments	$ 63,900	$ 63,900	$ 60,678	$ (3,222)
Net Change in Fair Value of Investments	-	-	761	761
Miscellaneous	2,000	2,000	1,625	(375)
Total Revenues	65,900	65,900	63,064	(2,836)
EXPENDITURES				
Current:				
Culture and Recreation:				
Special Benefit Districts	86,603	92,566	68,681	23,885
DEFICIENCY OF REVENUES UNDER EXPENDITURES	(20,703)	(26,666)	(5,617)	21,049
Fund Balances - October 1, 2019	20,703	26,666	72,547	45,881
FUND BALANCES - SEPTEMBER 30, 2020	$ -	$ -	$ 66,930	$ 66,930

HIGHLANDS COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
CONSERVATION TRUST FUND
YEAR ENDED SEPTEMBER 30, 2020

	Budget			Variance with Final Budget Positive
	Original	Final	Actual	(Negative)
REVENUES				
Charges for Services	$ -	$ -	$ 40,755	$ 40,755
Net Change in Fair Value of Investments	-	-	3,278	3,278
Total Revenues	-	-	44,033	44,033
EXPENDITURES				
Current:				
Physical Environment:				
Conservation and Resource Management	59,000	58,872	4,572	54,300
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	(59,000)	(58,872)	39,461	98,333
Fund Balances - October 1, 2019	59,000	58,872	220,423	161,551
FUND BALANCES - SEPTEMBER 30, 2020	$ -	$ -	$ 259,884	$ 259,884

HIGHLANDS COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
INTERGOVERNMENTAL RADIO COMMUNICATIONS FUND
YEAR ENDED SEPTEMBER 30, 2020

	Budget			Variance with Final Budget Positive
	Original	Final	Actual	(Negative)
REVENUES				
Charges for Services	$ 47,500	$ 47,500	$ 51,402	$ 3,902
Miscellaneous	33,500	33,500	33,233	(267)
Total Revenues	81,000	81,000	84,635	3,635
EXPENDITURES				
Current:				
Public Safety:				
Other Public Safety	386,292	386,292	384,292	2,000
DEFICIENCY OF REVENUES UNDER EXPENDITURES	(305,292)	(305,292)	(299,657)	5,635
OTHER FINANCING SOURCES				
Transfers In	305,292	305,292	299,657	(5,635)
NET CHANGE IN FUND BALANCE	-	-	-	-
Fund Balances - October 1, 2019	-	-	-	-
FUND BALANCES - SEPTEMBER 30, 2020	$ -	$ -	$ -	$ -

HIGHLANDS COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
SEBRING ACRES SPECIAL BENEFIT DISTRICT FUND
YEAR ENDED SEPTEMBER 30, 2020

	Budget			Variance with Final Budget Positive (Negative)
	Original	Final	Actual	
REVENUES				
Assessments	$ 9,500	$ 9,500	$ 10,343	$ 843
Net Change in Fair Value of Investments	-	-	2,528	2,528
Total Revenues	9,500	9,500	12,871	3,371
EXPENDITURES:				
Current:				
Transportation:				
Special Benefit Districts	30,700	50,700	4,736	45,964
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	(21,200)	(41,200)	8,135	49,335
Fund Balances - October 1, 2019	21,200	41,200	173,345	132,145
FUND BALANCES - SEPTEMBER 30, 2020	$ -	$ -	$ 181,480	$ 181,480

HIGHLANDS COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
ORANGE BLOSSOM (UNIT 12) SPECIAL BENEFIT DISTRICT FUND
YEAR ENDED SEPTEMBER 30, 2020

	Budget			Variance with Final Budget Positive (Negative)
	Original	Final	Actual	
REVENUES				
Net Change in Fair Value of Investments	$ -	$ -	$ 98	$ 98
EXPENDITURES				
Current:				
Transportation:				
Special Benefit Districts	8,005	8,005	-	8,005
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	(8,005)	(8,005)	98	8,103
Fund Balances - October 1, 2019	8,005	8,005	8,190	185
FUND BALANCES - SEPTEMBER 30, 2020	$ -	$ -	$ 8,288	$ 8,288

HIGHLANDS COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
LAKE HAVEN ESTATES SPECIAL BENEFIT DISTRICT FUND
YEAR ENDED SEPTEMBER 30, 2020

	Budget			Variance with Final Budget Positive (Negative)
	Original	Final	Actual	
REVENUES				
Assessments	$ 10,315	$ 10,315	$ 10,307	$ (8)
Net Change in Fair Value of Investments	-	-	365	365
Total Revenues	10,315	10,315	10,672	357
EXPENDITURES				
Current:				
Transportation:				
Special Benefit Districts	11,458	11,458	9,928	1,530
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	(1,143)	(1,143)	744	1,887
Fund Balances - October 1, 2019	1,143	1,143	30,126	28,983
FUND BALANCES - SEPTEMBER 30, 2020	$ -	$ -	$ 30,870	$ 30,870

HIGHLANDS COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
LORIDA SPECIAL BENEFIT FIRE DISTRICT FUND
YEAR ENDED SEPTEMBER 30, 2020

	Budget			Variance with Final Budget Positive (Negative)
	Original	Final	Actual	
REVENUES				
Assessments	$ -	$ -	$ 337	$ 337
Net Change in Fair Value of Investments	-	-	554	554
Total Revenues	-	-	891	891
EXPENDITURES				
Current:				
Public Safety:				
Special Benefit Districts	-	59,166	29,379	29,787
DEFICIENCY OF REVENUES UNDER EXPENDITURES	-	(59,166)	(28,488)	30,678
Fund Balances - October 1, 2019	-	59,166	59,484	318
FUND BALANCES - SEPTEMBER 30, 2020	$ -	$ -	$ 30,996	$ 30,996

HIGHLANDS COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
LAKE PLACID SPECIAL BENEFIT FIRE DISTRICT FUND
YEAR ENDED SEPTEMBER 30, 2020

	Budget			Variance with Final Budget Positive (Negative)
	Original	Final	Actual	
REVENUES				
Assessments	$ -	$ -	$ 156	$ 156
Net Change in Fair Value of Investments	-	-	8,874	8,874
Total Revenues	-	-	9,030	9,030
EXPENDITURES				
Current:				
Public Safety:				
Special Benefit Districts	-	410,350	-	410,350
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	-	(410,350)	9,030	419,380
Fund Balances - October 1, 2019	-	410,350	404,242	(6,108)
FUND BALANCES - SEPTEMBER 30, 2020	$ -	$ -	$ 413,272	$ 413,272

HIGHLANDS COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
LAW ENFORCEMENT EDUCATION FUND
YEAR ENDED SEPTEMBER 30, 2020

	Budget			Variance with Final Budget Positive (Negative)
	Original	Final	Actual	
REVENUES				
Charges for Services	$ 14,439	$ 14,439	$ 20,497	$ 6,058
Net Change in Fair Value of Investments	730	730	4,169	3,439
Total Revenues	15,169	15,169	24,666	9,497
EXPENDITURES				
Current:				
Public Safety:				
Sheriff	15,169	15,169	-	15,169
EXCESS OF REVENUES OVER EXPENDITURES	-	-	24,666	24,666
Fund Balances - October 1, 2019	-	-	230,785	230,785
FUND BALANCES - SEPTEMBER 30, 2020	$ -	$ -	$ 255,451	$ 255,451

HIGHLANDS COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
BUILDING CODE ENFORCEMENT
YEAR ENDED SEPTEMBER 30, 2020

	Budget			Variance with Final Budget Positive
	Original	Final	Actual	(Negative)
REVENUES				
Licenses and Permits	$ 896,100	$ 896,100	$ 966,451	$ 70,351
Charges for Services	91,000	91,000	135,591	44,591
Net Change in Fair Value of Investments	-	-	46,165	46,165
Miscellaneous	1,200	1,200	3,557	2,357
Total Revenues	988,300	988,300	1,151,764	163,464
EXPENDITURES				
Current:				
Public Safety:				
Protective Inspections	744,496	934,281	816,242	118,039
EXCESS OF REVENUES OVER EXPENDITURES	243,804	54,019	335,522	281,503
OTHER FINANCING SOURCES				
Insurance Recoveries	-	22,706	22,706	-
NET CHANGE IN FUND BALANCE	243,804	76,725	358,228	281,503
Fund Balances - October 1, 2019	(243,804)	(76,725)	2,846,066	2,922,791
FUND BALANCES - SEPTEMBER 30, 2020	$ -	$ -	$ 3,204,294	$ 3,204,294

HIGHLANDS COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
FLORIDA BOATING IMPROVEMENT FUND
YEAR ENDED SEPTEMBER 30, 2020

	Budget			Variance with Final Budget Positive
	Original	Final	Actual	(Negative)
REVENUES				
Intergovernmental	$ 45,000	$ 45,000	$ 36,812	$ (8,188)
Net Change in Fair Value of Investments	500	500	2,495	1,995
Total Revenues	45,500	45,500	39,307	(6,193)
EXPENDITURES				
Current:				
Culture and Recreation:				
Parks Department	108,714	105,699	41,821	63,878
DEFICIENCY OF REVENUES UNDER EXPENDITURES	(63,214)	(60,199)	(2,514)	57,685
Fund Balances - October 1, 2019	63,214	60,199	234,501	174,302
FUND BALANCES - SEPTEMBER 30, 2020	$ -	$ -	$ 231,987	$ 231,987

HIGHLANDS COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
SPECIAL LAW ENFORCEMENT TRUST FUND
YEAR ENDED SEPTEMBER 30, 2020

	Budget			Variance with Final Budget Positive (Negative)
	Original	Final	Actual	
REVENUES				
Intergovernmental	$ -	$ -	$ 8,548	$ 8,548
Net Change in Fair Value of Investments	-	-	3,217	3,217
Total Revenues	-	-	11,765	11,765
EXPENDITURES				
Current:				
Public Safety:				
County Jail	-	217,705	-	217,705
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	-	(217,705)	11,765	229,470
Fund Balances - October 1, 2019	-	217,705	217,705	-
FUND BALANCES - SEPTEMBER 30, 2020	$ -	$ -	$ 229,470	$ 229,470

HIGHLANDS COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
HIGHWAY PARK SPECIAL BENEFIT DISTRICT FUND
YEAR ENDED SEPTEMBER 30, 2020

	Budget			Variance with Final Budget Positive (Negative)
	Original	Final	Actual	
REVENUES				
Assessments	$ 6,926	$ 6,926	$ 7,027	$ 101
Net Change in Fair Value of Investments	-	-	376	376
Total Revenues	6,926	6,926	7,403	477
EXPENDITURES				
Current:				
Transportation:				
Special Benefit Districts	8,926	8,926	6,743	2,183
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	(2,000)	(2,000)	660	2,660
Fund Balances - October 1, 2019	2,000	2,000	33,913	31,913
FUND BALANCES - SEPTEMBER 30, 2020	$ -	$ -	$ 34,573	$ 34,573

HIGHLANDS COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
COMMUNITY DEVELOPMENT BLOCK GRANT FUND
YEAR ENDED SEPTEMBER 30, 2020

	Budget			Variance with Final Budget Positive (Negative)
	Original	Final	Actual	
EXPENDITURES				
Current:				
Economic Environment:				
Community Development Block Grant	$ -	$ 164	$ 164	$ -
DEFICIENCY OF REVENUES UNDER EXPENDITURES	-	(164)	(164)	-
Fund Balances - October 1, 2019	-	164	164	-
FUND BALANCES - SEPTEMBER 30, 2020	$ -	$ -	$ -	$ -

HIGHLANDS COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
AFFORDABLE HOUSING ASSISTANCE TRUST FUND
YEAR ENDED SEPTEMBER 30, 2020

	Budget			Variance with Final Budget Positive
	Original	Final	Actual	(Negative)
REVENUES				
Intergovernmental	$ -	$ 659,029	$ 476,108	$ (182,921)
Charges for Services	-	155,376	191,915	36,539
Net Change in Fair Value of Investments	-	6,527	8,056	1,529
Total Revenues	-	820,932	676,079	(144,853)
EXPENDITURES				
Current:				
Economic Environment:				
State Housing Assistance Grant	383,900	1,304,027	804,174	499,853
DEFICIENCY OF REVENUES UNDER EXPENDITURES	(383,900)	(483,095)	(128,095)	355,000
Fund Balances - October 1, 2019	383,900	483,095	495,205	12,110
FUND BALANCES - SEPTEMBER 30, 2020	$ -	$ -	$ 367,110	$ 367,110

HIGHLANDS COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
SUN-N-LAKES 1 - 20 IMPROVEMENT TRUST
YEAR ENDED SEPTEMBER 30, 2020

	Budget			Variance with Final Budget Positive (Negative)
	Original	Final	Actual	
REVENUES				
Net Change in Fair Value of Investments	$ 150	$ 150	$ 694	$ 544
EXPENDITURES				
Current:				
Transportation:				
Special Benefit Districts	57,750	57,750	-	57,750
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	(57,600)	(57,600)	694	58,294
Fund Balances - October 1, 2019	57,600	57,600	58,174	574
FUND BALANCES - SEPTEMBER 30, 2020	$ -	$ -	$ 58,868	$ 58,868

HIGHLANDS COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
HIGHLANDS PARK ESTATES SPECIAL BENEFIT DISTRICT FUND
YEAR ENDED SEPTEMBER 30, 2020

	Budget			Variance with Final Budget Positive (Negative)
	Original	Final	Actual	
REVENUES				
Charges for Services	$ -	$ -	$ 300	$ 300
Assessments	61,256	61,256	74,199	12,943
Net Change in Fair Value of Investments	800	800	2,409	1,609
Miscellaneous	-	-	156	156
Total Revenues	62,056	62,056	77,064	15,008
EXPENDITURES				
Current:				
Transportation:				
Special Benefit Districts	62,208	62,296	46,809	15,487
Debt Service:				
Principal Retirement	19,212	19,212	-	19,212
Interest	3,217	3,217	3,217	-
Total Debt Service	22,429	22,429	3,217	19,212
Total Expenditures	84,637	84,725	50,026	34,699
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	(22,581)	(22,669)	27,038	49,707
Fund Balances - October 1, 2019	22,581	22,669	2,919	(19,750)
FUND BALANCES - SEPTEMBER 30, 2020	$ -	$ -	$ 29,957	$ 29,957

HIGHLANDS COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
WEST SEBRING SPECIAL BENEFIT FIRE DISTRICT FUND
YEAR ENDED SEPTEMBER 30, 2020

	Budget			Variance with Final Budget Positive (Negative)
	Original	Final	Actual	
REVENUES				
Assessments	$ -	$ -	$ 3,409	$ 3,409
Net Change in Fair Value of Investments	-	-	10,946	10,946
Total Revenues	-	-	14,355	14,355
EXPENDITURES				
Current:				
Public Safety:				
Special Benefit Districts	-	830,634	163,989	666,645
DEFICIENCY OF REVENUES UNDER EXPENDITURES	-	(830,634)	(149,634)	681,000
Fund Balances - October 1, 2019	-	830,634	846,697	16,063
FUND BALANCES - SEPTEMBER 30, 2020	$ -	$ -	$ 697,063	$ 697,063

HIGHLANDS COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
DRIVER EDUCATION SAFETY TRUST FUND
YEAR ENDED SEPTEMBER 30, 2020

	Budget			Variance with Final Budget Positive (Negative)
	Original	Final	Actual	
REVENUES				
Charges for Services	$ 18,000	$ 24,263	$ 24,263	$ -
Net Change in Fair Value of Investments	45	311	311	-
Total Revenues	18,045	24,574	24,574	-
EXPENDITURES				
Current:				
Public Safety:				
Sheriff	18,045	24,574	-	24,574
EXCESS OF REVENUES OVER EXPENDITURES	-	-	24,574	24,574
Fund Balances - October 1, 2019	-	-	10,424	10,424
FUND BALANCES - SEPTEMBER 30, 2020	$ -	$ -	$ 34,998	$ 34,998

HIGHLANDS COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
TOURIST DEVELOPMENT TRUST FUND
YEAR ENDED SEPTEMBER 30, 2020

	Budget			Variance with Final Budget Positive
	Original	Final	Actual	(Negative)
REVENUES				
Taxes	$ 870,000	$ 870,000	$ 859,835	$ (10,165)
Net Change in Fair Value of Investments	-	-	17,405	17,405
Total Revenues	870,000	870,000	877,240	7,240
EXPENDITURES				
Current:				
Physical Environment:				
Lakes	40,000	254,690	249	254,441
Economic Environment:				
Industry Development	1,049,812	1,075,020	677,414	397,606
Total Expenditures	1,089,812	1,329,710	677,663	652,047
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	(219,812)	(459,710)	199,577	659,287
Fund Balances - October 1, 2019	219,812	459,710	977,871	518,161
FUND BALANCES - SEPTEMBER 30, 2020	$ -	$ -	$ 1,177,448	$ 1,177,448

HIGHLANDS COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
DOMESTIC VIOLENCE TRAINING FUND
YEAR ENDED SEPTEMBER 30, 2020

	Budget			Variance with Final Budget Positive (Negative)
	Original	Final	Actual	
REVENUES				
Charges for Services	$ 4,800	$ 4,800	$ 8,003	$ 3,203
Net Change in Fair Value of Investments	500	500	1,060	560
Total Revenues	5,300	5,300	9,063	3,763
EXPENDITURES				
Current:				
Public Safety:				
Sheriff	5,300	5,300	-	5,300
EXCESS OF REVENUES OVER EXPENDITURES	-	-	9,063	9,063
Fund Balances - October 1, 2019	-	-	94,641	94,641
FUND BALANCES - SEPTEMBER 30, 2020	$ -	$ -	$ 103,704	$ 103,704

HIGHLANDS COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
FIRE INSPECTION AND SAFETY FUND
YEAR ENDED SEPTEMBER 30, 2020

	Budget			Variance with Final Budget Positive (Negative)
	Original	Final	Actual	
REVENUES				
Licenses and Permits	$ 540	$ 540	$ 850	$ 310
Charges for Services	16,285	16,285	17,110	825
Net Change in Fair Value of Investments	600	600	2,527	1,927
Total Revenues	17,425	17,425	20,487	3,062
EXPENDITURES				
Current:				
Public Safety:				
Fire Control	32,842	32,842	6,929	25,913
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	(15,417)	(15,417)	13,558	28,975
Fund Balances - October 1, 2019	15,417	15,417	149,332	133,915
FUND BALANCES - SEPTEMBER 30, 2020	$ -	$ -	$ 162,890	$ 162,890

HIGHLANDS COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
VENUS SPECIAL BENEFIT FIRE DISTRICT FUND
YEAR ENDED SEPTEMBER 30, 2020

	Budget			Variance with Final Budget Positive (Negative)
	Original	Final	Actual	
REVENUES				
Assessments	$ -	$ -	$ 1,399	$ 1,399
Net Change in Fair Value of Investments	-	-	1,028	1,028
Total Revenues	-	-	2,427	2,427
EXPENDITURES				
Current:				
Public Safety:				
Special Benefit Districts	-	101,605	11,394	90,211
DEFICIENCY OF REVENUES UNDER EXPENDITURES	-	(101,605)	(8,967)	92,638
Fund Balances - October 1, 2019	-	101,605	101,948	343
FUND BALANCES - SEPTEMBER 30, 2020	$ -	$ -	$ 92,981	$ 92,981

HIGHLANDS COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
SEBRING PARKWAY MAINTENANCE FUND
YEAR ENDED SEPTEMBER 30, 2020

	Budget			Variance with Final Budget Positive
	Original	Final	Actual	(Negative)
REVENUES				
Intergovernmental	$ 71,577	$ 71,577	$ 52,444	$ (19,133)
Net Change in Fair Value of Investments	-	-	16,168	16,168
Total Revenues	71,577	71,577	68,612	(2,965)
EXPENDITURES				
Current:				
Transportation:				
Other Transportation	224,628	268,471	159,606	108,865
DEFICIENCY OF REVENUES UNDER EXPENDITURES	(153,051)	(196,894)	(90,994)	105,900
OTHER FINANCING SOURCES				
Transfers In	153,051	153,051	153,051	-
NET CHANGE IN FUND BALANCE	-	(43,843)	62,057	105,900
Fund Balances - October 1, 2019	-	43,843	994,314	950,471
FUND BALANCES - SEPTEMBER 30, 2020	$ -	$ -	$ 1,056,371	$ 1,056,371

HIGHLANDS COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
STATE COURT FACILITIES TRUST FUND
YEAR ENDED SEPTEMBER 30, 2020

	Budget			Variance with Final Budget Positive
	Original	Final	Actual	(Negative)
REVENUES				
Charges for Services	$ 145,350	$ 145,350	$ 148,408	$ 3,058
Net Change in Fair Value of Investments	7,500	7,500	4,496	(3,004)
Total Revenues	152,850	152,850	152,904	54
EXPENDITURES				
Current:				
Court Related:				
Operating Expenses	250,435	255,626	210,968	44,658
DEFICIENCY OF REVENUES UNDER EXPENDITURES	(97,585)	(102,776)	(58,064)	44,712
OTHER FINANCING USES				
Transfers Out	(15,000)	(15,291)	(15,291)	-
NET CHANGE IN FUND BALANCE	(112,585)	(118,067)	(73,355)	44,712
Fund Balances - October 1, 2019	112,585	118,067	254,924	136,857
FUND BALANCES - SEPTEMBER 30, 2020	$ -	$ -	$ 181,569	$ 181,569

HIGHLANDS COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
INNOVATIONS AND SUPPLEMENTAL COURTS FUNDING TRUST FUND
YEAR ENDED SEPTEMBER 30, 2020

	Budget			Variance with Final Budget Positive (Negative)
	Original	Final	Actual	
REVENUES				
Charges for Services	$ 70,350	$ 74,666	$ 79,433	$ 4,767
Net Change in Fair Value of Investments	250	389	505	116
Total Revenues	70,600	75,055	79,938	4,883
EXPENDITURES				
Current:				
Court Related:				
Operating Expenses	147,500	147,750	89,810	57,940
DEFICIENCY OF REVENUES UNDER EXPENDITURES	(76,900)	(72,695)	(9,872)	62,823
OTHER FINANCING SOURCES (USES)				
Transfers In	32,800	33,050	30,820	(2,230)
Transfers Out	(35,400)	(39,855)	(19,867)	19,988
Total Other Financing Sources (Uses)	(2,600)	(6,805)	10,953	17,758
NET CHANGE IN FUND BALANCE	(79,500)	(79,500)	1,081	80,581
Fund Balances - October 1, 2019	79,500	79,500	18,907	(60,593)
FUND BALANCES - SEPTEMBER 30, 2020	$ -	$ -	$ 19,988	$ 19,988

HIGHLANDS COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
CRIME PREVENTION FUND
YEAR ENDED SEPTEMBER 30, 2020

	Budget			Variance with Final Budget Positive (Negative)
	Original	Final	Actual	
REVENUES				
Charges for Services	$ 33,131	$ 33,131	$ 35,923	$ 2,792
Fines and Forfeitures	288	288	329	41
Net Change in Fair Value of Investments	993	993	2,355	1,362
Total Revenues	34,412	34,412	38,607	4,195
EXPENDITURES				
Current:				
Public Safety:				
Operating Expenses	45,014	45,014	20,734	24,280
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	(10,602)	(10,602)	17,873	28,475
Fund Balances - October 1, 2019	10,602	10,602	155,932	145,330
FUND BALANCES - SEPTEMBER 30, 2020	$ -	$ -	$ 173,805	$ 173,805

HIGHLANDS COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
COURT TECH 28.24(12)(e)1 FUND
YEAR ENDED SEPTEMBER 30, 2020

	Budget			Variance with Final Budget Positive (Negative)
	Original	Final	Actual	
REVENUES				
Intergovernmental	$ -	$ -	$ 20,000	$ 20,000
Charges for Services	147,500	147,500	177,398	29,898
Net Change in Fair Value of Investments	150	150	494	344
Miscellaneous	15,000	15,000	-	(15,000)
Total Revenues	162,650	162,650	197,892	35,242
EXPENDITURES				
Current:				
Court Related:				
Operating Expenses	493,020	493,457	364,355	129,102
DEFICIENCY OF REVENUES UNDER EXPENDITURES	(330,370)	(330,807)	(166,463)	164,344
OTHER FINANCING SOURCES				
Transfers In	275,164	275,164	166,463	(108,701)
NET CHANGE IN FUND BALANCE	(55,206)	(55,643)	-	55,643
Fund Balances - October 1, 2019	55,206	55,643	104,672	49,029
FUND BALANCES - SEPTEMBER 30, 2020	$ -	$ -	$ 104,672	$ 104,672

HIGHLANDS COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
HOME INITIATIVES PARTNERSHIP FUND
YEAR ENDED SEPTEMBER 30, 2020

	Budget			Variance with Final Budget Positive (Negative)
	Original	Final	Actual	
REVENUES				
Charges for Services	$ -	$ 33,946	$ 33,946	$ -
Net Change in Fair Value of Investments	-	-	82	82
Total Revenues	-	33,946	34,028	82
EXPENDITURES				
Current:				
Economic Environment:				
Operating Expenses	-	101,939	101,334	605
DEFICIENCY OF REVENUES UNDER EXPENDITURES	-	(67,993)	(67,306)	687
Fund Balances - October 1, 2019	-	67,993	67,951	(42)
FUND BALANCES - SEPTEMBER 30, 2020	$ -	$ -	$ 645	$ 645

HIGHLANDS COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
PLACID LAKES SPECIAL BENEFIT FIRE DISTRICT FUND
YEAR ENDED SEPTEMBER 30, 2020

	Budget			Variance with Final Budget Positive (Negative)
	Original	Final	Actual	
REVENUES				
Assessments	$ -	$ -	$ 1,020	$ 1,020
Net Change in Fair Value of Investments	-	-	29	29
Total Revenues	-	-	1,049	1,049
EXPENDITURES				
Current:				
Public Safety:				
Special Benefit Districts	-	354,933	354,933	-
DEFICIENCY OF REVENUES UNDER EXPENDITURES	-	(354,933)	(353,884)	1,049
Fund Balances - October 1, 2019	-	354,933	354,176	(757)
FUND BALANCES - SEPTEMBER 30, 2020	$ -	$ -	$ 292	$ 292

HIGHLANDS COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
OAK MANOR AVENUE ROAD PAVING FUND
YEAR ENDED SEPTEMBER 30, 2020

	Budget			Variance with Final Budget Positive (Negative)
	Original	Final	Actual	
REVENUES				
Assessments	$ -	$ 627	$ -	$ (627)
EXPENDITURES				
Current:				
Transportation:				
Special Benefit Districts	-	627	627	-
DEFICIENCY OF REVENUES UNDER EXPENDITURES	-	-	(627)	(627)
Fund Balances - October 1, 2019	-	-	(415)	(415)
FUND BALANCES - SEPTEMBER 30, 2020	$ -	$ -	$ (1,042)	$ (1,042)

HIGHLANDS COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
COURT SERVICES FUND
YEAR ENDED SEPTEMBER 30, 2020

	Budget			Variance with Final Budget Positive
	Original	Final	Actual	(Negative)
REVENUES				
Intergovernmental	$ 372,135	$ 308,264	$ 241,800	$ (66,464)
Charges for Services	1,074,850	918,287	908,470	(9,817)
Fines and Forfeitures	512,470	500,770	565,047	64,277
Net Change in Fair Value of Investments	1,840	1,840	4,608	2,768
Miscellaneous	-	-	1,008	1,008
Total Revenues	1,961,295	1,729,161	1,720,933	(8,228)
EXPENDITURES				
Current:				
Court Related:				
Operating Expenses	1,961,295	1,729,161	1,720,933	8,228
EXCESS OF REVENUES OVER EXPENDITURES	-	-	-	-
Fund Balances - October 1, 2019	-	-	-	-
FUND BALANCES - SEPTEMBER 30, 2020	$ -	$ -	$ -	$ -

HIGHLANDS COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
IMPACT FEE - PARKS AND RECREATION - AVON PARK
YEAR ENDED SEPTEMBER 30, 2020

	Budget			Variance with Final Budget Positive (Negative)
	Original	Final	Actual	
REVENUES				
Net Change in Fair Value of Investments	$ 19	$ 19	$ 55	$ 36
EXPENDITURES				
Current:				
Culture and Recreation:				
Impact Fees	4,638	4,638	-	4,638
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	(4,619)	(4,619)	55	4,674
Fund Balances - October 1, 2019	4,619	4,619	4,620	1
FUND BALANCES - SEPTEMBER 30, 2020	$ -	$ -	$ 4,675	$ 4,675

HIGHLANDS COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
IMPACT FEE - CORRECTIONAL FACILITIES
YEAR ENDED SEPTEMBER 30, 2020

	Budget			Variance with Final Budget Positive (Negative)
	Original	Final	Actual	
REVENUES				
Net Change in Fair Value of Investments	$ 19	$ 19	$ 54	$ 35
EXPENDITURES				
Current:				
Public Safety:				
Impact Fees	4,573	4,573	-	4,573
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	(4,554)	(4,554)	54	4,608
Fund Balances - October 1, 2019	4,554	4,554	4,554	-
FUND BALANCES - SEPTEMBER 30, 2020	$ -	$ -	$ 4,608	$ 4,608

HIGHLANDS COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
IMPACT FEE - FIRE
YEAR ENDED SEPTEMBER 30, 2020

	Budget			Variance with Final Budget Positive (Negative)
	Original	Final	Actual	
REVENUES				
Net Change in Fair Value of Investments	$ 20	$ 20	$ 58	$ 38
EXPENDITURES				
Current:				
Public Safety:				
Impact Fees	4,849	4,849	-	4,849
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	(4,829)	(4,829)	58	4,887
Fund Balances - October 1, 2019	4,829	4,829	4,829	-
FUND BALANCES - SEPTEMBER 30, 2020	$ -	$ -	$ 4,887	$ 4,887

HIGHLANDS COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
IMPACT FEE - LIBRARIES
YEAR ENDED SEPTEMBER 30, 2020

	Budget			Variance with Final Budget Positive (Negative)
	Original	Final	Actual	
REVENUES				
Net Change in Fair Value of Investments	$ 7	$ 7	$ 21	$ 14
EXPENDITURES				
Current:				
Culture and Recreation:				
Impact Fees	1,735	1,735	-	1,735
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	(1,728)	(1,728)	21	1,749
Fund Balances - October 1, 2019	1,728	1,728	1,728	-
FUND BALANCES - SEPTEMBER 30, 2020	$ -	$ -	$ 1,749	$ 1,749

HIGHLANDS COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
IMPACT FEE - LAW ENFORCEMENT
YEAR ENDED SEPTEMBER 30, 2020

	Budget			Variance with Final Budget Positive (Negative)
	Original	Final	Actual	
REVENUES				
Net Change in Fair Value of Investments	$ 5	$ 5	$ 16	$ 11
EXPENDITURES				
Current:				
Public Safety:				
Impact Fees	1,342	1,342	-	1,342
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	(1,337)	(1,337)	16	1,353
Fund Balances - October 1, 2019	1,337	1,337	1,337	-
FUND BALANCES - SEPTEMBER 30, 2020	$ -	$ -	$ 1,353	$ 1,353

HIGHLANDS COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
IMPACT FEE - EMERGENCY MEDICAL SERVICES
YEAR ENDED SEPTEMBER 30, 2020

	Budget			Variance with Final Budget Positive (Negative)
	Original	Final	Actual	
REVENUES				
Net Change in Fair Value of Investments	$ 4	$ 4	$ 12	$ 8
EXPENDITURES:				
Current:				
Public Safety:				
Impact Fees	1,038	1,038	-	1,038
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	(1,034)	(1,034)	12	1,046
Fund Balances - October 1, 2019	1,034	1,034	1,034	-
FUND BALANCES - SEPTEMBER 30, 2020	$ -	$ -	$ 1,046	$ 1,046

HIGHLANDS COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
THUNDERBIRD HILL WASTE WATER SPECIAL BENEFIT DISTRICT
YEAR ENDED SEPTEMBER 30, 2020

	Budget			Variance with Final Budget Positive (Negative)
	Original	Final	Actual	
REVENUES				
Assessments	$ 17,195	$ 17,195	$ 17,522	$ 327
Net Change in Fair Value of Investments	-	-	531	531
Total Revenues	17,195	17,195	18,053	858
EXPENDITURES				
Current:				
Physical Environment:				
Special Benefit District	6,586	13,189	8,204	4,985
Debt Service:				
Principal Retirement	9,801	9,801	-	9,801
Interest	808	808	808	-
Total Debt Service	10,609	10,609	808	9,801
Total Expenditures	17,195	23,798	9,012	14,786
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	-	(6,603)	9,041	15,644
Fund Balances - October 1, 2019	-	6,603	(8,600)	(15,203)
FUND BALANCES - SEPTEMBER 30, 2020	$ -	$ -	$ 441	$ 441

HIGHLANDS COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
HIGHLANDS COUNTY FIRE PROTECTION SPECIAL BENEFIT DISTRICT
YEAR ENDED SEPTEMBER 30, 2020

	Budget			Variance with Final Budget Positive
	Original	Final	Actual	(Negative)
REVENUES				
Assessments	$ 5,100,000	$ 5,100,000	$ 5,248,876	$ 148,876
Net Change in Fair Value of Investments	-	-	44,116	44,116
Total Revenues	5,100,000	5,100,000	5,292,992	192,992
EXPENDITURES				
Current:				
Public Safety:				
Special Benefit District	8,170,595	5,497,748	4,277,500	1,220,248
Debt Service:				
Principal Retirement	350,000	12,677	-	12,677
Interest	150,000	150,000	99,147	50,853
Total Debt Service	500,000	162,677	99,147	63,530
Total Expenditures	8,670,595	5,660,425	4,376,647	1,283,778
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	(3,570,595)	(560,425)	916,345	1,476,770
OTHER FINANCING SOURCES (USES)				
Transfers Out	-	(54,725)	(54,725)	-
Issuance of Debt	3,431,382	-	-	-
Total Other Financing Sources (Uses)	3,431,382	(54,725)	(54,725)	-
NET CHANGE IN FUND BALANCE	(139,213)	(615,150)	861,620	1,476,770
Fund Balances - October 1, 2019	139,213	615,150	1,368,800	753,650
FUND BALANCES - SEPTEMBER 30, 2020	$ -	$ -	$ 2,230,420	$ 2,230,420

HIGHLANDS COUNTY, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
HIGHLANDS COUNTY PUBLIC IMPROVEMENT REVENUE
NOTE FUND (HCPIRN CONSTRUCTION) FUND
YEAR ENDED SEPTEMBER 30, 2020

	Budget			Variance with Final Budget Positive (Negative)
	Original	Final	Actual	
REVENUES				
Net Change in Fair Value of Investments	$ -	$ 53,096	$ 53,096	$ -
EXPENDITURES				
Current:				
Public Safety:				
Special Benefit District	-	3,382,981	901,606	2,481,375
DEFICIENCY OF REVENUES UNDER EXPENDITURES	-	(3,329,885)	(848,510)	2,481,375
Fund Balances - October 1, 2019	-	3,329,885	5,467,470	2,137,585
FUND BALANCES - SEPTEMBER 30, 2020	$ -	$ -	$ 4,618,960	$ 4,618,960

HIGHLANDS COUNTY, FLORIDA
INTERNAL SERVICE FUNDS

The Internal Service Funds account for the financing of goods or services provided by one department or agency to other departments or agencies of the Board and to other governmental units on a cost reimbursement basis. The Board maintains the following Internal Service Funds:

Employee Benefit - To account for employer, employee and retiree contributions to the County's health and dental plans and the payment of health and dental expenses.

Insurance - To account for activity related to property, general liability, public officials and employment practices liability, automobile, crime and worker's compensation needs of County departments and elected officials.

Compensated Absences - To account for accumulated leave credits, which will be paid to employees upon termination of employment.

HIGHLANDS COUNTY, FLORIDA
COMBINING STATEMENT OF NET POSITION
INTERNAL SERVICE FUNDS
SEPTEMBER 30, 2020

	Employee Benefit Fund	Insurance Fund	Compensated Absences Fund	Total
ASSETS				
Current Assets:				
Cash and Cash Equivalents	$ 1,263,212	$ 55,581	$ 4,930,606	$ 6,249,399
Investments	689,086	-	878,166	1,567,252
Accounts Receivable	48,211	29	750	48,990
Total Assets	2,000,509	55,610	5,809,522	7,865,641
LIABILITIES				
Current Liabilities:				
Vouchers Payable	34,620	1,387	788	36,795
Claims Payable	450,997	458	-	451,455
Unearned Revenues	520,420	-	-	520,420
Total Current Liabilities	1,006,037	1,845	788	1,008,670
Noncurrent Liabilities:				
Compensated Absences	-	-	5,808,734	5,808,734
Total Liabilities	1,006,037	1,845	5,809,522	6,817,404
NET POSITION				
Unrestricted	994,472	53,765	-	1,048,237
Total Net Position	$ 994,472	$ 53,765	$ -	$ 1,048,237

HIGHLANDS COUNTY, FLORIDA
COMBINING STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
INTERNAL SERVICE FUNDS
YEAR ENDED SEPTEMBER 30, 2020

	Employee Benefit Fund	Insurance Fund	Compensated Absences Fund	Total
OPERATING REVENUES				
Charges for Services	$ 11,330,991	$ 1,715,668	$ 5,366,470	$ 18,413,129
OPERATING EXPENSES				
General and Administrative	1,218,591	-	5,426,555	6,645,146
Insurance and Claims	9,532,765	1,731,651	-	11,264,416
Total Operating Expenses	10,751,356	1,731,651	5,426,555	17,909,562
OPERATING INCOME (LOSS)	579,635	(15,983)	(60,085)	503,567
NONOPERATING REVENUES				
Net Change in Fair Value of Investments	21,865	2,173	60,085	84,123
CHANGE IN NET POSITION	601,500	(13,810)	-	587,690
Net Position - October 1, 2019	392,972	67,575	-	460,547
NET POSITION - SEPTEMBER 30, 2020	$ 994,472	$ 53,765	$ -	$ 1,048,237

HIGHLANDS COUNTY, FLORIDA
COMBINING STATEMENT OF CASH FLOWS
INTERNAL SERVICE FUNDS
YEAR ENDED SEPTEMBER 30, 2020

	Employee Benefit Fund	Insurance Fund	Compensated Absences Fund	Total
CASH FLOWS FROM OPERATING ACTIVITIES				
Cash Received From Internal Customers	$ 10,993,151	$ 1,715,639	$ 5,366,470	$ 18,075,260
Cash Payments for Insurance Premiums and Claims	(11,422,798)	(1,730,970)	-	(13,153,768)
Cash Payments to Employees for Services	-	-	(4,924,268)	(4,924,268)
Net Cash Provided (Used) by Operating Activities	(429,647)	(15,331)	442,202	(2,776)
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES				
Transfer to Other Constitutional Officers	-	-	(362)	(362)
CASH FLOWS FROM INVESTING ACTIVITIES				
Purchase of Investments	(125,000)	-	(75,000)	(200,000)
Sale of Investments	105,168	-	361,542	466,710
Investment Income	12,885	2,173	40,777	55,835
Net Cash Provided (Used) by Investing Activities	(6,947)	2,173	327,319	322,545
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	(436,594)	(13,158)	769,159	319,407
Cash and Cash Equivalents - October 1, 2019	1,699,806	68,739	4,161,447	5,929,992
CASH AND CASH EQUIVALENTS - SEPTEMBER 30, 2020	$ 1,263,212	$ 55,581	$ 4,930,606	$ 6,249,399
RECONCILIATION OF NET OPERATING INCOME (LOSS) TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES				
Operating Income (Loss)	$ 579,635	$ (15,983)	$ (60,085)	$ 503,567
Adjustments to Reconcile Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities:				
Changes in Assets and Liabilities:				
(Increase) Decrease in:				
Accounts Receivable	(38,778)	(29)	-	(38,807)
Increase (Decrease) in:				
Vouchers Payable	(674,670)	1,387	-	(673,283)
Claims Payable	3,228	(706)	-	2,522
Compensated Absences	-	-	502,287	502,287
Unearned Revenues	(299,062)	-	-	(299,062)
Total Adjustments	(1,009,282)	652	502,287	(506,343)
Net Cash Provided (Used) by Operating Activities	$ (429,647)	$ (15,331)	$ 442,202	$ (2,776)

HIGHLANDS COUNTY, FLORIDA
TRUST AND AGENCY FUNDS
(FIDUCIARY FUNDS)

These funds account for assets held by the County in a trustee capacity or as an agent for individuals, private organizations, other governmental units, and/or other funds.

The County maintains the following Fiduciary Funds:

Agency Funds

Sheriff's Inmates - To account for monies collected from inmates who have money in their possession at the time of their arrest and/or monies deposited on their behalf while incarcerated.

Sheriff's Cash Bonds - To account for cash appearance bonds collected by the Sheriff on behalf of the Clerk of Courts. These funds are disbursed to the Clerk of Courts weekly.

Sheriff's Unclaimed Evidence - To account for monies seized by law enforcement. These funds are maintained until final determination by Florida Statute or the court.

Sheriff's Individual Depositors - To account for fees charged to serve civil process. Fees are collected and held until service is complete and then remitted to other entities or individuals.

Sheriff's Suspense - To account for fees and court ordered payments collected for various agencies. These funds are remitted to the County or other governmental agencies.

Tax Collector's Tag Agency - To account for motor vehicle and vessel registrations, title transfer fees, drivers' license transactions, sales tax, birth certificate fees, and concealed weapons licensing fees remitted to the State of Florida.

Tax Collector's Tax and License - To account for the collection of ad valorem and non-ad valorem taxes, tangible personal property taxes and hunting and fishing licenses remitted to various taxing agencies and the State of Florida.

Tax Collector's Tax Redemption - To account for collection of redeemed tax certificates issued in connection with delinquent ad valorem and non ad valorem taxes and remittance to certificate holders and title search companies.

Clerk's Child Support - To account for child support and/or alimony payments collected by the Clerk and remitted to the appropriate recipients.

Clerk's Suspense - To account for documentary stamp fees and recording fees, jury and witness payments and fines, and forfeitures collected through the court system and remitted to other governmental agencies.

Board's Agency Escrow - To account for the collection of funds held in escrow by the Board.

HIGHLANDS COUNTY, FLORIDA
COMBINING STATEMENT OF FIDUCIARY NET POSITION
AGENCY FUNDS
SEPTEMBER 30, 2020

	Sheriff's Inmates	Sheriff's Cash Bond	Sheriff's Unclaimed Evidence	Sheriff's Individual Depositors	Sheriff's Suspense	Tax Collector's Tag Agency	Tax Collector's Tax and License	Tax Collector's Tax Redemption	Clerk's Child Support	Clerk's Suspense	Board's Agency Escrow	Total
ASSETS												
Cash and Cash Equivalents	$ 19,643	$ -	$ 1,216	$ 2,390	$ 22,604	$ 169,898	$ 1,263,800	$ 79,813	$ 821	$ 1,650,371	$ 200,574	$ 3,411,130
Due from Others	1,442	-	-	-	-	2,609	28,013	-	2,751	1,784	386	36,985
Due from Other Governmental Units	-	-	-	-	347	-	-	-	-	2,905	-	3,252
Total Assets	$ 21,085	$ -	$ 1,216	$ 2,390	$ 22,951	$ 172,507	$ 1,291,813	$ 79,813	$ 3,572	$ 1,655,060	$ 200,960	$ 3,451,367
LIABILITIES												
Due to Others	$ 10,960	$ -	$ 1,216	$ 2,390	$ -	$ -	$ 71,936	$ 79,813	$ 3,120	$ 406,184	$ -	$ 575,619
Due to Other Governmental Units	10,125	-	-	-	22,951	172,507	1,219,877	-	452	509,533	-	1,935,445
Deposits	-	-	-	-	-	-	-	-	-	739,343	200,960	940,303
Total Liabilities	$ 21,085	$ -	$ 1,216	$ 2,390	$ 22,951	$ 172,507	$ 1,291,813	$ 79,813	$ 3,572	$ 1,655,060	$ 200,960	$ 3,451,367

HIGHLANDS COUNTY, FLORIDA
STATEMENT OF CHANGES IN ASSETS AND LIABILITIES
AGENCY FUNDS
YEAR ENDED SEPTEMBER 30, 2020

	Balance October 1, 2019	Additions	Deductions	Balance September 30, 2020
SHERIFF'S INMATES				
ASSETS				
Cash and Cash Equivalents	$ 11,357	$ 490,093	$ 481,807	$ 19,643
Due from Others	2,069	183,218	183,845	1,442
Total Assets	$ 13,426	$ 673,311	$ 665,652	$ 21,085
LIABILITIES				
Due to Others	$ 5,963	$ 618,098	$ 613,101	$ 10,960
Due to Other Governmental Units	7,463	1,808,167	1,805,505	10,125
Total Liabilities	$ 13,426	$ 2,426,265	$ 2,418,606	$ 21,085
SHERIFF'S CASH BONDS				
ASSETS				
Cash and Cash Equivalents	$ -	$ 175,998	$ 175,998	$ -
LIABILITIES				
Deposits	$ -	$ 131,890	$ 131,890	$ -
SHERIFF'S UNCLAIMED EVIDENCE				
ASSETS				
Cash and Cash Equivalents	$ 1,216	$ 10,816	$ 10,816	$ 1,216
LIABILITIES				
Due to Others	$ 1,216	$ 10,816	$ 10,816	$ 1,216
SHERIFF'S INDIVIDUAL DEPOSITORS				
ASSETS				
Cash and Cash Equivalents	$ -	$ 2,400	$ 10	$ 2,390
LIABILITIES				
Due to Others	$ -	$ 2,400	$ 10	$ 2,390
SHERIFF'S SUSPENSE				
ASSETS				
Cash and Cash Equivalents	$ 22,290	$ 216,964	$ 216,650	$ 22,604
Due from Other Governmental Units	367	1,450	1,470	347
Total Assets	$ 22,657	$ 218,414	$ 218,120	$ 22,951
LIABILITIES				
Due to Other Governmental Units	$ 22,657	$ 198,733	$ 198,439	$ 22,951
TAX COLLECTOR'S TAG AGENCY				
ASSETS				
Cash and Cash Equivalents	$ 156,858	$ 14,806,619	$ 14,793,579	$ 169,898
Due from Others	8,446	913,762	919,599	2,609
Total Assets	$ 165,304	$ 15,720,381	$ 15,713,178	$ 172,507
LIABILITIES				
Due to Other Governmental Units	$ 165,304	$ 12,923,286	$ 12,916,083	$ 172,507

HIGHLANDS COUNTY, FLORIDA
STATEMENT OF CHANGES IN ASSETS AND LIABILITIES
AGENCY FUNDS (CONTINUED)
YEAR ENDED SEPTEMBER 30, 2020

	Balance October 1, 2019	Additions	Deductions	Balance September 30, 2020
TAX COLLECTOR'S TAX AND LICENSE				
ASSETS				
Cash and Cash Equivalents	$ 1,265,414	$ 266,913,481	$ 266,915,095	$ 1,263,800
Due from Others	28,659	28,013	28,659	28,013
Total Assets	$ 1,294,073	$ 266,941,494	$ 266,943,754	$ 1,291,813
LIABILITIES				
Due to Others	$ 120,457	$ 4,613,117	$ 4,661,638	$ 71,936
Due to Other Governmental Units	1,173,616	102,394,030	102,347,769	1,219,877
Total Liabilities	$ 1,294,073	$ 107,007,147	$ 107,009,407	$ 1,291,813
TAX COLLECTOR'S TAX REDEMPTION				
ASSETS				
Cash and Cash Equivalents	$ 93,709	$ 5,167,409	$ 5,181,305	$ 79,813
LIABILITIES				
Due to Others	$ 93,709	$ 4,097,957	$ 4,111,853	$ 79,813
CLERK'S CHILD SUPPORT				
ASSETS				
Cash and Cash Equivalents	$ 1,110	$ 157,596	$ 157,885	$ 821
Due from Others	2,730	26	5	2,751
Total Assets	$ 3,840	$ 157,622	$ 157,890	$ 3,572
LIABILITIES				
Due to Others	$ 3,411	$ 123,170	$ 123,461	$ 3,120
Due to Other Governmental Units	429	15,229	15,206	452
Total Liabilities	$ 3,840	$ 138,399	$ 138,667	$ 3,572
CLERK'S SUSPENSE				
ASSETS				
Cash and Cash Equivalents	$ 1,570,499	$ 13,126,403	$ 13,046,531	$ 1,650,371
Investments	134,037	-	134,037	-
Due from Others	320	2,460	996	1,784
Due from Other Governmental Units	1,662	28,729	27,486	2,905
Total Assets	$ 1,706,518	$ 13,157,592	$ 13,209,050	$ 1,655,060
LIABILITIES				
Due to Others	$ 345,950	$ 3,739,957	$ 3,679,723	$ 406,184
Due to Other Governmental Units	479,827	9,798,065	9,768,359	509,533
Deposits	880,741	1,342,214	1,483,612	739,343
Total Liabilities	$ 1,706,518	$ 14,880,236	$ 14,931,694	$ 1,655,060

HIGHLANDS COUNTY, FLORIDA
STATEMENT OF CHANGES IN ASSETS AND LIABILITIES
AGENCY FUNDS (CONTINUED)
YEAR ENDED SEPTEMBER 30, 2020

	Balance October 1, 2019	Additions	Deductions	Balance September 30, 2020
BOARD'S AGENCY ESCROW FUND				
ASSETS				
Cash and Cash Equivalents	$ 89,322	$ 140,391	$ 29,139	$ 200,574
Due from Others	-	386	-	386
Total Assets	$ 89,322	$ 140,777	$ 29,139	$ 200,960
LIABILITIES				
Deposits	$ 89,322	$ 140,468	$ 28,830	$ 200,960
TOTAL ALL AGENCY FUNDS				
ASSETS				
Cash and Cash Equivalents	$ 3,211,775	$ 301,208,170	$ 301,008,815	$ 3,411,130
Investments	134,037	-	134,037	-
Due from Others	42,224	1,127,865	1,133,104	36,985
Due from Other Governmental Units	2,029	30,179	28,956	3,252
Total Assets	$ 3,390,065	$ 302,366,214	$ 302,304,912	$ 3,451,367
LIABILITIES				
Due to Others	$ 570,706	$ 13,205,515	$ 13,200,602	$ 575,619
Due to Other Governmental Units	1,849,296	127,137,510	127,051,361	1,935,445
Deposits	970,063	1,614,572	1,644,332	940,303
Total Liabilities	$ 3,390,065	$ 141,957,597	$ 141,896,295	$ 3,451,367

HIGHLANDS COUNTY, FL

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STATISTICAL SECTION

HIGHLANDS COUNTY, FLORIDA
STATISTICAL SECTION

This section of the County's Comprehensive Annual Financial Report represents detailed information as a context for understanding what the information in the financial statements, note disclosures and required supplementary information says about the County's overall financial health.

Contents **Page**

Financial Trends

These schedules contain trend information to help the reader understand how the County's financial performance and well-being have changed over time.

Net Position by Components, Last Ten Fiscal Years 198
Changes in Net Position, Last Ten Fiscal Years 199
Fund Balances, Governmental Funds, Last Ten Fiscal Years 202
Change in Fund Balances, Governmental Funds, Last Ten Fiscal Years 203

Revenue Capacity

These schedules contain information to help the reader assess the County's most significant local revenue source, ad valorem taxes.

Taxable Value and Actual Value of Property, Last Ten Fiscal Years 204
Direct and Overlapping Property Tax Rates, Last Ten Fiscal Years 205
Principal Property Tax Payers, Current Fiscal Year and Nine Years Prior 206
Property Tax Levies and Collections, Last Ten Fiscal Years 207

Debt Capacity

These schedules present information to help the reader assess the affordability of the County's current levels of outstanding debt and the County's ability to issue additional debt in the future.

Ratios of General Bonded Debt Outstanding by Type, Last Ten Fiscal Years 208
Overlapping Governmental Activities Debt, As of September 30, 2020 209
Pledged-Revenue Coverage, Last Ten Fiscal Years 210

The table which concerns computation of legal debt margins is omitted because the Constitution of the State of Florida, Section 200.181, Florida Statutes, and Highlands County set no legal debt limit.

Demographic and Economic Information

These schedules offer demographic and economic indicators to help the reader understand the environment which the County's financial activities take place.

Demographic and Economic Statistics, Last Ten Fiscal Years 211
Principal Employers, Current Fiscal Year and Nine Years Prior 212

Operating Information

These schedules contain service and capital asset data to help the reader understand how the information in the County's financial report relates to the services provided by the County and the activities it performs.

Full-Time Equivalent County Government Employees by Function, Last Ten Fiscal Years 213
Operating Indicators by Function 214
Capital Assets by Function 217

Sources: Unless otherwise noted, the information contained in the schedules in this Statistical Section are derived from the comprehensive annual financial reports for the relevant year.

HIGHLANDS COUNTY, FLORIDA
NET POSITION BY COMPONENTS
LAST TEN FISCAL YEARS
(IN THOUSANDS)

	Fiscal Year									
	2020	2019	2018	2017	2015*	2015	2014	2013	2012	2011
GOVERNMENTAL ACTIVITIES										
Net Investment in Capital Assets	$ 231,232	$ 225,367	$ 213,827	$ 206,255	$ 197,479	$ 194,776	$ 192,567	$ 189,798	$ 186,017	$ 185,195
Restricted	34,914	40,883	42,707	40,820	47,025	56,267	40,172	41,035	43,995	2
Unrestricted	(49,770)	(41,387)	(44,686)	(30,211)	(25,408)	(33,080)	14,911	17,893	17,406	60,372
Total Governmental Activities Net Position	$ 216,376	$ 224,863	$ 211,848	$ 216,864	$ 219,096	$ 217,963	$ 247,650	$ 248,726	$ 247,418	$ 245,569
BUSINESS-TYPE ACTIVITIES										
Net Investment in Capital Assets	$ 8,684	$ 8,758	$ 9,369	$ 9,153	$ 9,393	$ 9,369	$ 9,728	$ 10,068	$ 9,954	$ 12,797
Restricted	-	-	-	-	-	-	-	-	-	43
Unrestricted	10,935	10,118	9,002	7,650	5,609	5,378	5,069	3,260	2,734	2,504
Total Business-Type Activities Net Position	$ 19,619	$ 18,876	$ 18,371	$ 16,803	$ 15,002	$ 14,747	$ 14,797	$ 13,328	$ 12,688	$ 15,344
PRIMARY GOVERNMENT										
Net Investment in Capital Assets	$ 239,916	$ 234,125	$ 223,196	$ 215,408	$ 206,872	$ 204,145	$ 202,295	$ 199,866	$ 195,971	$ 197,992
Restricted	34,914	40,883	42,707	40,820	47,025	56,267	40,172	41,035	43,995	45
Unrestricted	(38,835)	(31,269)	(35,684)	(22,561)	(19,799)	(27,702)	19,980	21,153	20,140	62,876
Total Primary Government Net Position	$ 235,995	$ 243,739	$ 230,219	$ 233,667	$ 234,098	$ 232,710	$ 262,447	$ 262,054	$ 260,106	$ 260,913

*GASB Statement No. 68, *Accounting and Financial Reporting for Pensions,* was implemented in 2015.

HIGHLANDS COUNTY, FLORIDA
CHANGES IN NET POSITION
LAST TEN FISCAL YEARS

	Fiscal Year									
	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011
EXPENSES										
Governmental Activities:										
General Government	$ 20,865,488	$ 20,874,168	$ 18,519,219	$ 17,632,374	$ 15,875,786	$ 13,531,358	$ 14,797,429	$ 14,026,292	$ 15,726,969	$ 18,086,207
Public Safety	59,515,863	56,939,713	59,326,852	48,236,789	41,971,815	37,704,396	38,955,726	37,050,892	36,008,957	37,834,107
Physical Environment	1,250,441	1,178,231	1,864,091	1,276,317	1,688,061	1,038,196	1,021,946	1,558,380	1,391,528	1,839,208
Transportation	18,631,875	14,508,911	13,459,205	13,339,901	13,152,319	13,178,891	13,308,009	12,405,754	13,730,299	12,263,525
Economic Environment	3,266,775	3,704,233	3,508,116	2,716,539	2,713,202	3,227,914	1,813,659	2,169,217	2,571,305	2,908,356
Human Services	7,664,991	3,639,034	3,682,396	3,844,649	3,838,641	4,803,440	5,103,604	4,056,257	3,298,713	2,939,280
Culture and Recreation	3,542,238	2,894,053	2,988,164	3,241,983	3,041,505	2,991,401	2,800,793	2,819,321	2,919,597	3,289,267
Court Related	5,387,500	5,215,689	4,782,597	4,508,844	4,286,136	4,325,815	4,175,685	4,232,528	4,046,362	2,133,649
Debt Service:										
Interest on Long-Term Debt	462,290	452,226	479,532	526,214	576,318	447,348	407,662	386,170	294,638	443,410
Total Governmental Activities Expenses	120,587,461	109,406,258	108,610,172	95,323,610	87,143,783	81,248,759	82,384,513	78,704,811	79,988,368	81,737,009
Business-Type Activities:										
Solid Waste	8,904,617	9,019,161	8,258,598	7,911,813	8,229,484	7,839,954	6,820,416	7,993,191	8,304,132	8,226,418
Water and Sewer	-	-	-	-	-	-	-	-	300,578	499,896
Highway Park Utility	-	-	-	-	-	-	-	-	89,823	140,108
Energy Recovery	4,739,577	2,067,795	1,286,705	2,182,353	2,190,260	2,037,100	2,830,944	2,255,324	2,413,568	2,005,691
Total Business-Type Activities Expenses	13,644,194	11,086,956	9,545,303	10,094,166	10,419,744	9,877,054	9,651,360	10,248,515	11,108,101	10,872,113
Total Primary Government Expenses	$ 134,231,655	$ 120,493,214	$ 118,155,475	$ 105,417,776	$ 97,563,527	$ 91,125,813	$ 92,035,873	$ 88,953,326	$ 91,096,469	$ 92,609,122
PROGRAM REVENUES										
Governmental Activities:										
Charges for Services:										
General Government	$ 4,029,731	$ 3,611,736	$ 3,491,884	$ 3,388,476	$ 3,232,991	$ 3,430,390	$ 3,158,631	$ 3,303,744	$ 2,802,300	$ 2,815,601
Public Safety	13,796,529	14,611,053	10,201,333	9,109,107	8,455,014	9,093,968	8,404,021	7,885,226	6,766,009	6,573,661
Physical Environment	286,800	223,291	209,208	203,253	190,111	188,619	200,061	196,423	248,362	230,925
Transportation	2,453,038	3,778,828	2,960,748	2,541,604	2,532,117	2,263,685	2,404,676	2,034,975	1,762,758	2,001,802
Economic Environment	192,294	218,340	234,972	190,647	133,273	91,339	-	-	-	-
Human Services	21,113	22,944	32,040	56,356	78,134	104,571	118,965	97,182	107,859	89,708
Culture and Recreation	160,345	198,047	205,665	205,127	231,252	255,352	236,647	249,848	230,599	231,266
Court Related	2,505,424	2,582,473	2,770,345	2,551,261	2,395,544	2,733,165	2,796,207	2,813,899	2,761,810	3,039,109
Operating Grants and Contributions:										
General Government	346,919	89,915	97,665	119,917	154,809	169,073	204,518	211,540	230,402	250,310
Public Safety	319,850	13,637,806	918,640	484,767	471,626	429,685	433,524	307,961	1,091,644	818,288
Physical Environment	320,161	269,695	320,313	322,895	442,290	234,827	206,295	869,464	519,960	950,632
Transportation	-	-	23,995	6,419	2,052	181,443	54,068	-	675,645	7,466
Economic Environment	454,711	1,363,228	738,802	408,358	826,494	1,103,227	1,064,101	650,825	1,044,748	1,301,191
Human Services	4,521,721	646,931	739,927	534,043	667,781	1,934,767	2,344,565	687,133	941,722	185,995
Culture and Recreation	207,999	194,621	241,801	193,493	207,941	258,164	239,627	177,843	294,188	279,393
Court Related	20,000	15,000	15,000	-	-	-	-	-	-	-

HIGHLANDS COUNTY, FLORIDA
CHANGES IN NET POSITION
LAST TEN FISCAL YEARS (CONTINUED)

	Fiscal Year									
	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011
PROGRAM REVENUES										
Governmental Activities (Continued):										
Capital Grants and Contributions:										
General Government	$ 60,657	$ 167,864	$ 98,063	$ 60,657	$ 60,657	$ -	$ -	$ -	$ -	$ -
Public Safety	481,644	446,895	38,756	86,077	400,886	21,466	154,816	832,757	324,557	25,139
Physical Environment	5,660,798	870,117	872,809	711,535	329,100	158,408	38,638	-	-	-
Transportation	454,091	809,475	2,151,471	2,899,663	696,326	795,084	1,178,687	2,002,772	2,529,199	536,922
Economic Environment	-	-	-	-	-	-	-	67,552	195,923	-
Human Services	39,871	956,079	606,301	-	-	-	-	-	45,230	-
Culture and Recreation	-	-	-	-	3,115	15,707	-	-	69,706	31,216
Court Related	-	-	-	-	-	-	-	-	-	-
Total Governmental Activities Program Revenues	36,333,696	44,714,338	26,969,738	24,073,655	21,511,513	23,462,940	23,238,047	22,389,144	22,642,621	19,368,624
Business-Type Activities:										
Charges for Services:										
Solid Waste	9,342,369	9,043,194	9,704,626	9,282,253	8,245,581	8,026,002	8,112,624	8,120,527	8,304,716	8,375,167
Water and Sewer	-	-	-	-	-	-	-	-	437,330	566,917
Highway Park Utility	-	-	-	-	-	-	-	-	92,127	125,499
Energy Recovery	4,998,541	2,093,557	1,236,046	2,377,919	2,223,189	2,151,518	2,883,567	2,589,128	2,803,771	2,302,421
Operating Grants and Contributions:										
Solid Waste	26,280	90,909	90,909	90,909	90,909	90,910	90,909	70,588	90,374	88,974
Water and Sewer	-	-	-	-	-	-	-	-	-	-
Highway Park Utility	-	-	-	-	-	-	-	-	-	-
Energy Recovery	-	-	-	-	-	-	-	-	-	-
Capital Grants and Contributions:										
Solid Waste	-	-	-	-	-	-	-	-	-	-
Water and Sewer	-	-	-	-	-	-	-	-	-	-
Highway Park Utility	-	-	-	-	-	-	-	-	-	-
Energy Recovery	-	-	-	-	-	-	-	-	-	-
Total Business-Type Activities Program Revenues	14,367,190	11,227,660	11,031,581	11,751,081	10,559,679	10,268,430	11,087,100	10,780,243	11,728,318	11,458,978
Total Primary Government Program Revenues	$ 50,700,886	$ 55,941,998	$ 38,001,319	$ 35,824,736	$ 32,071,192	$ 33,731,370	$ 34,325,147	$ 33,169,387	$ 34,370,939	$ 30,827,602
NET REVENUE (EXPENSE)										
Governmental Activities	$ (84,253,765)	$ (64,691,920)	$ (81,640,434)	$ (71,249,955)	$ (65,632,270)	$ (57,785,819)	$ (59,146,466)	$ (56,315,667)	$ (57,345,747)	$ (62,368,385)
Business-Type Activities	722,996	140,704	1,486,278	1,656,915	139,935	391,376	1,435,740	531,728	620,217	586,865
Total Primary Governmental Net Expense	$ (83,530,769)	$ (64,551,216)	$ (80,154,156)	$ (69,593,040)	$ (65,492,335)	$ (57,394,443)	$ (57,710,726)	$ (55,783,939)	$ (56,725,530)	$ (61,781,520)

HIGHLANDS COUNTY, FLORIDA
CHANGES IN NET POSITION
LAST TEN FISCAL YEARS (CONTINUED)

	Fiscal Year									
	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011
GENERAL REVENUES AND OTHER CHANGES IN NET POSITION:										
Governmental Activities:										
Taxes:										
Property Taxes	$ 41,984,688	$ 39,979,150	$ 39,565,159	$ 38,462,928	$ 37,278,775	$ 36,998,413	$ 30,637,891	$ 31,472,962	$ 32,423,039	$ 34,215,713
Fuel Taxes	4,296,818	4,554,036	4,662,245	4,544,584	4,587,791	4,571,124	4,442,566	4,375,972	4,672,974	4,803,043
Sales Tax	9,952,249	9,766,712	9,811,985	9,072,162	9,128,971	8,646,977	8,104,374	7,690,604	7,413,355	7,280,803
Services Taxes	557,115	574,650	623,216	724,573	675,705	702,695	711,348	731,353	729,751	804,349
Other Taxes	913,665	1,064,256	560,188	482,936	481,072	453,063	420,444	384,622	368,501	349,093
State Shared Revenues	15,003,122	15,434,257	15,205,276	14,506,012	13,810,350	13,389,606	12,809,474	12,317,628	12,212,916	12,735,009
Net Change in Fair Value of Investments	948,096	1,274,929	892,708	662,365	451,282	456,608	240,985	296,350	731,814	370,769
Gain on Sale of Capital Assets	826,358	952,383	145,545	77,368	43,112	230,677	500	-	13,755	14,954
Insurance Recoveries	74,416	752,218	-	-	-	-	-	-	-	-
Miscellaneous	915,547	3,261,481	1,993,965	485,539	308,519	360,970	335,215	354,041	629,127	583,612
Transfers	294,798	92,916	226,063	-	-	-	-	-	-	-
Total Governmental Activities	75,766,872	77,706,988	73,686,350	69,018,467	66,765,577	65,810,133	57,702,797	57,623,532	59,195,232	61,157,345
Business-Type Activities:										
Net Change in Fair Value of Investments	276,307	450,023	243,064	143,822	59,744	46,870	35,409	35,162	38,339	21,099
Gain (Loss) on Sale of Capital Assets	15,000	2,888	5	-	55,000	1,951	(2,694)	73,727	-	(52,241)
Insurance Recoveries	23,552	4,382	-	-	-	-	-	-	-	-
Miscellaneous	-	-	-	-	-	-	-	-	-	-
Transfers	(294,798)	(92,916)	(226,063)	-	-	-	-	-	-	-
Special Item:										
Loss on Transfer of Assets to Municipality	-	-	-	-	-	-	-	-	(3,315,330)	-
Total Business-Type Activities	20,061	364,377	17,006	143,822	114,744	48,821	32,715	108,889	(3,276,991)	(31,142)
Total Primary Government	$ 75,786,933	$ 78,071,365	$ 73,703,356	$ 69,162,289	$ 66,880,321	$ 65,858,954	$ 57,735,512	$ 57,732,421	$ 55,918,241	$ 61,126,203
Change in Net Position:										
Government Activities	$ (8,486,893)	$ 13,015,068	$ (7,954,084)	$ (2,231,488)	$ 1,133,307	$ 8,024,314	$ (1,443,669)	$ 1,307,865	$ 1,849,485	$ (1,211,040)
Business-Type Activities	743,057	505,081	1,503,284	1,800,737	254,679	440,197	1,468,455	640,617	(2,656,774)	555,723
Total Primary Government	$ (7,743,836)	$ 13,520,149	$ (6,450,800)	$ (430,751)	$ 1,387,986	$ 8,464,511	$ 24,786	$ 1,948,482	$ (807,289)	$ (655,317)

HIGHLANDS COUNTY, FLORIDA
FUND BALANCES, GOVERNMENTAL FUNDS
LAST TEN FISCAL YEARS

	Fiscal Year									
	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011
GENERAL FUND										
Nonspendable	$ 1,345,428	$ 1,688,633	$ 1,254,682	$ 1,271,683	$ 1,090,109	$ 898,522	$ 735,796	$ 843,142	$ 643,375	$ 606,075
Restricted	-	-	-	-	-	-	-	-	-	-
Assigned	518,151	357,689	392,559	5,395,581	478,468	536,116	1,051,976	728,198	1,078,004	1,115,776
Unassigned	17,524,589	17,133,264	4,946,829	11,207,433	17,965,879	18,007,274	15,424,223	16,816,083	19,842,464	19,725,387
Total General Fund	$ 19,388,168	$ 19,179,586	$ 6,594,070	$ 17,874,697	$ 19,534,456	$ 19,441,912	$ 17,211,995	$ 18,387,423	$ 21,563,843	$ 21,447,238
ALL OTHER GOVERNMENTAL FUNDS										
Nonspendable	$ 1,743,945	$ 138,111	$ 43,171	$ 129,818	$ 58,043	$ 78,576	$ 55,560	$ 9,863	$ -	$ 1,460
Restricted	35,798,233	44,362,820	41,575,220	40,740,308	46,180,218	55,617,654	38,863,427	39,614,669	42,615,226	39,143,321
Assigned	1,131,596	1,131,596	1,131,596	1,131,596	1,131,596	1,209,272	1,131,596	4,136,848	-	-
Unassigned	(2,409)	(5,465,323)	(5,285,444)	(3,502,628)	(449,481)	(94,077)	(182,558)	(156,012)	(160,506)	(178,875)
Total All Other Governmental Funds	$ 38,671,365	$ 40,167,204	$ 37,464,543	$ 38,499,094	$ 46,920,376	$ 56,811,425	$ 39,868,025	$ 43,605,368	$ 42,454,720	$ 38,965,906

HIGHLANDS COUNTY, FLORIDA
CHANGE IN FUND BALANCES, GOVERNMENTAL FUNDS
LAST TEN FISCAL YEARS

	Fiscal Year									
	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011
REVENUES										
Taxes	$ 57,650,705	$ 55,887,727	$ 55,172,719	$ 53,234,947	$ 52,101,154	$ 51,319,790	$ 44,263,651	$ 44,593,603	$ 45,544,644	$ 47,393,350
Licenses and Permits	1,037,516	1,001,754	1,465,721	773,153	768,201	670,995	592,967	499,113	489,004	588,807
Intergovernmental	31,496,711	34,817,945	22,550,893	21,205,397	18,627,084	19,987,878	19,391,575	20,076,861	22,480,446	19,184,676
Charges for Services	11,369,540	11,944,323	10,893,391	10,219,318	9,464,472	10,046,027	9,628,330	8,938,804	7,329,535	7,344,562
Fines and Forfeitures	617,376	597,206	613,473	483,845	659,069	853,718	689,523	331,052	144,685	141,395
Assessments	5,910,454	5,432,424	2,222,840	2,236,688	2,151,722	2,167,235	2,071,734	2,038,077	2,004,101	2,089,742
Net Change in Fair Value of Investments	863,974	1,129,691	782,659	610,260	429,176	432,068	232,693	277,805	697,864	350,324
Miscellaneous	3,887,094	6,117,091	4,505,545	4,163,763	3,800,801	3,990,201	3,797,347	3,774,692	3,413,626	3,712,680
Total Revenues	112,833,370	116,928,161	98,207,241	92,927,371	88,001,679	89,467,912	80,667,820	80,530,007	82,103,905	80,805,536
EXPENDITURES										
Current:										
General Government	19,137,605	19,504,745	17,298,385	16,382,937	15,820,668	15,320,898	15,038,762	14,375,841	14,428,638	17,706,422
Public Safety	51,272,109	48,686,528	55,424,348	46,488,455	49,112,058	37,532,165	36,769,408	44,876,262	34,690,081	37,853,328
Physical Environment	1,662,450	3,256,902	3,807,540	5,951,756	1,652,101	1,419,943	1,030,244	1,542,732	1,376,193	1,763,210
Transportation	21,371,636	19,273,642	17,015,511	17,543,571	14,340,234	14,656,785	16,141,550	14,963,532	15,862,116	13,735,417
Economic Environment	3,091,151	3,548,911	3,413,605	2,663,981	2,646,019	3,058,180	1,763,053	2,119,215	2,848,424	2,876,117
Human Services	7,387,680	3,596,614	3,571,908	3,682,639	3,830,092	4,746,714	5,073,317	3,950,544	3,275,763	2,828,400
Culture and Recreation	3,057,918	2,770,798	2,661,198	2,915,249	2,719,949	2,576,017	2,536,456	2,436,329	2,655,630	2,828,665
Court Related	4,674,599	4,608,530	4,460,416	4,186,800	4,453,875	4,373,657	4,402,846	4,171,592	3,963,102	2,087,156
Debt Service:										
Principal Retirement	3,174,345	2,821,386	2,609,352	2,658,400	2,648,293	9,867,709	2,792,500	1,527,497	1,527,608	4,051,087
Interest	486,706	439,671	486,219	534,624	576,895	342,527	400,404	287,154	317,627	600,559
Bond Administration	-	-	-	-	-	-	-	-	-	-
Other Debt Service	-	-	-	-	-	-	-	-	-	37,980
Total Expenditures	115,316,199	108,507,727	110,748,482	103,008,412	97,800,184	93,894,595	85,948,540	90,250,698	80,945,182	86,368,341
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	(2,482,829)	8,420,434	(12,541,241)	(10,081,041)	(9,798,505)	(4,426,683)	(5,280,720)	(9,720,691)	1,158,723	(5,562,805)
OTHER FINANCING SOURCES (USES)										
Transfers In	3,130,908	1,320,536	1,569,934	1,636,066	1,121,712	1,186,440	4,119,015	1,396,287	3,580,898	1,969,665
Transfers Out	(2,836,110)	(1,227,620)	(1,343,871)	(1,636,066)	(1,121,712)	(1,186,440)	(4,119,015)	(1,056,287)	(1,344,202)	(1,969,665)
Issuance of Refunding Note	-	-	-	-	-	-	-	-	-	11,890,000
Insurance Recoveries	74,416	752,217	-	-	-	-	-	-	-	-
Issuance of Debt	826,358	6,022,610	-	-	-	23,600,000	-	8,010,470	210,000	-
Payment to Refunded Bond Escrow Agent	-	-	-	-	-	-	-	-	-	(12,031,932)
Total Other Financing Sources (Uses)	1,195,572	6,867,743	226,063	-	-	23,600,000	-	8,350,470	2,446,696	(141,932)
Net Change in Fund Balances	$ (1,287,257)	$ 15,288,177	$ (12,315,178)	$ (10,081,041)	$ (9,798,505)	$ 19,173,317	$ (5,280,720)	$ (1,370,221)	$ 3,605,419	$ (5,704,737)
Debt Service as a Percentage of Noncapital Expenditures	3.53%	3.51%	3.19%	3.73%	4.01%	11.62%	4.08%	2.44%	2.46%	5.86%

HIGHLANDS COUNTY, FLORIDA
TAXABLE VALUE AND ACTUAL VALUE OF PROPERTY
LAST TEN FISCAL YEARS

Fiscal Year	Real Property (Assessed Value[a])				Assessed Value[a] of Personal Property	Less: Allowable Exemptions	Total Taxable Value[b]	Total Direct Tax Rate[c]
	Residential Property	Agriculture	Commercial Property	Other				
2020	$ 4,696,604,547	$ 630,636,086	$ 945,504,608	$ 1,116,687,337	$ 688,218,384	$ 3,025,622,319	$ 5,052,028,643	8.5500
2019	4,420,651,377	571,111,854	940,284,611	1,091,717,986	686,246,734	2,873,692,500	4,836,320,062	8.5500
2018	4,185,031,437	683,819,126	909,541,660	1,069,894,445	688,743,734	2,775,178,889	4,761,851,513	8.5500
2017	3,908,190,237	733,151,871	899,474,589	1,059,389,125	668,544,116	2,637,549,375	4,631,200,563	8.5500
2016	3,521,950,986	722,088,198	879,493,681	1,041,600,090	667,761,606	2,329,575,367	4,503,319,194	8.5500
2015	3,430,182,769	734,356,228	872,987,089	1,024,869,481	675,833,516	2,272,404,297	4,465,824,786	8.5500
2014	3,444,169,441	712,697,860	863,410,453	1,025,462,248	682,100,936	2,285,182,642	4,442,658,296	7.1000
2013	3,572,305,436	725,319,963	839,352,031	1,030,868,951	701,451,574	2,321,476,920	4,547,821,035	7.1000
2012	3,937,953,139	695,048,858	850,340,509	1,062,203,211	629,408,701	2,465,928,211	4,709,026,207	7.1000
2011	4,333,665,684	661,062,597	858,201,822	1,021,215,059	632,201,205	2,584,930,120	4,921,416,247	7.1000

Source: Highlands County Property Appraiser.

Notes:

[a] Assessed value is determined by the Highlands County Property Appraiser on January 1 of each year at 100% of fair market value, as required by Section 192.042, Florida Statutes.

[b] Taxable values are based on the assessed value after deducting allowable statutory exemptions.

[c] Per $1,000 of value.

HIGHLANDS COUNTY, FLORIDA
DIRECT AND OVERLAPPING PROPERTY TAX RATES
(PER $1,000 OF ASSESSED VALUE)
LAST TEN FISCAL YEARS

	Direct Rates		Overlapping Rates [a]							
Fiscal Year	General Government	Total Direct Rate	School District	South Florida Water District	Southwest Florida Water District	City of Avon Park	City of Sebring	Town of Lake Placid	Total Overlapping Rates	Total Countywide
2020	8.5500	8.5500	6.1200	0.2795	0.2801	0.3000	5.3184	3.5000	15.7980	24.3480
2019	8.5500	8.5500	6.3220	0.2936	0.2955	0.3000	5.3184	3.6500	16.1795	24.7295
2018	8.5500	8.5500	6.5420	0.3100	0.3131	0.3000	5.3184	3.6500	16.4335	24.9835
2017	8.5500	8.5500	7.1850	0.3551	0.3488	0.3000	4.8184	3.6500	16.6573	25.2073
2016	8.5500	8.5500	7.1850	0.3551	0.3488	0.3000	4.8184	3.6500	16.6573	25.2073
2015	8.5500	8.5500	7.2780	0.3842	0.3658	0.3000	4.9900	3.6500	16.9680	25.5180
2014	7.1000	7.1000	7.2650	0.4110	0.3818	0.3000	4.9900	3.6500	16.9978	24.0978
2013	7.1000	7.1000	7.6980	0.4289	0.3928	3.6000	4.9900	3.6500	20.7597	27.8597
2012	7.1000	7.1000	7.8130	0.4363	0.3928	5.8745	5.2500	3.6500	23.4166	30.5166
2011	7.1000	7.1000	7.6160	0.6240	0.5597	5.8745	5.4338	3.8100	23.9180	31.0180

Source: Highlands County Property Appraiser.

Notes:

The County's basic property tax rate may be increased only by a majority vote of the Board of County Commissioners.

[a] Overlapping rates are those of local and county governments that apply to property owners within Highlands County. Not all overlapping rates apply to all Highlands County property owners.

HIGHLANDS COUNTY, FLORIDA
PRINCIPAL PROPERTY TAX PAYERS
CURRENT FISCAL YEAR AND NINE YEARS PRIOR

		Fiscal Year 2020			Fiscal Year 2011		
Taxpayer	Type of Business	Assessed Value	Rank	Percentage of Total County Assessed Value	Assessed Value	Rank	Percentage of Total County Assessed Value
Duke Energy f/k/a Progress Energy	Electric Utility	$ 165,050,451	1	2.04%	$ 111,911,750	1	1.49%
FLA Gas Transmission Co	Gas System	63,598,684	2	0.79%	-	-	-
Sebring Airport Authority	Industrial/Entertainment	49,509,194	3	0.61%	61,246,172	2	0.82%
Tanglewood Investors Limited	Real Estate	48,708,717	4	0.60%	31,796,799	7	0.42%
Glades Electric Coop Inc.	Electric Utility	42,064,980	5	0.52%	35,822,800	5	0.48%
Gulfstream Natural Gas Sys LLC	Gas System	37,585,600	6	0.47%	60,434,780	3	0.81%
Lykes Bros Inc.	Cattle & Citrus	27,396,204	7	0.34%	48,640,154	4	0.65%
ARC SSSEBFL001 LLC	Retail	26,607,201	8	0.33%	-	-	-
Sun Comm Acquisitions LLC	Real Estate	23,138,746	9	0.29%	-	-	-
Highlands County Hospital	Hospital	22,016,801	10	0.27%	28,600,627	8	0.38%
Embarq-Florida Inc.	Telephone Services	-	-	-	32,522,070	6	0.43%
Walmart	Retail	-	-	-	26,033,528	9	0.35%
809 Lake Jackson LLC	Real Estate	-	-	-	22,050,578	10	0.29%
Total Assessed Value of Ten Largest Taxpayers		505,676,578		6.26%	459,059,258		6.12%
Total Assessed Value of All Other Taxpayers		7,571,974,384		93.74%	7,047,287,109		93.88%
Total Assessed Value of All Taxpayers		$ 8,077,650,962		100.00%	$ 7,506,346,367		100.00%

Source: Highlands County Property Appraiser.

Note: The assessed value includes real and personal property.

HIGHLANDS COUNTY, FLORIDA
PROPERTY TAX LEVIES AND COLLECTIONS
LAST TEN FISCAL YEARS

Fiscal Year	Taxes Levied for the Fiscal Year[a] (Original Levy)	Collected within the Fiscal Year of the Levy		Collections in Subsequent Years[b]	Total Collections to Date[b]	
		Amount[b]	Percentage of Original Levy		Amount	Percentage of Original Levy
2020	N/A	N/A	N/A	N/A	N/A	N/A
2019	41,350,592	N/A	N/A	N/A	N/A	N/A
2018	40,713,868	N/A	N/A	N/A	N/A	N/A
2017	39,596,821	$ 38,268,827	96.65%	$ -	$ 38,268,827	96.65%
2016	38,503,428	37,129,634	96.43%	78,509	37,208,143	96.64%
2015	38,168,421	36,841,599	96.52%	82,693	36,924,293	96.74%
2014	32,330,893	30,487,500	94.30%	78,347	30,565,848	94.54%
2013	32,289,547	31,226,552	96.71%	99,762	31,326,313	97.02%
2012	33,440,571	32,238,611	96.41%	793,319	33,031,930	98.78%
2011	34,942,081	33,766,320	96.64%	166,847	33,933,167	97.11%

Source: Highlands County Property Appraiser.

Notes:

[a] Property taxes become due and payable on November 1 of each year. A 4% discount is allowed if taxes are paid in November, with the discount declining by one percent each month thereafter. Accordingly, taxes collected will never be 100% of the tax levy. Taxes become delinquent on April 1 of each year and tax certificates for the full amount of any unpaid taxes must be sold no later than June 1 of each year.

Property taxes receivable and a corresponding reserve for uncollectible property taxes are not included in the financial statements as there are no delinquent taxes as of September 30, 2020.

Information regarding the Original Levy was obtained from the Property Appraiser.

[b] Information was obtained from the Tax Collector's Recapitulation of the Tax Roll report. Data for 2018, 2019, and 2020 was not available.

HIGHLANDS COUNTY, FLORIDA
RATIOS OF GENERAL BONDED DEBT OUTSTANDING
LAST TEN FISCAL YEARS

	Governmental Activities					Business-Type Activities						
Fiscal Year	General Obligation Bonds	Notes Payable	Revenue Certificates	Mortgage Payable	Capital Leases	Notes Payable	Capital Leases	Total Primary Government	Percentage of Personal Income	Per Capita	Personal Income	Population
2020	$ -	$ 22,714,207	$ -	$ -	$ -	$ -	$ -	$ 22,714,207	N/A	N/A	N/A	N/A
2019	-	25,042,643	-	-	845,909	-	-	25,888,552	14.15%	244	$ 3,662,511	$ 106,221
2018	-	21,008,750	-	-	1,678,578	-	-	22,687,328	15.52%	216	3,520,298	104,933
2017	-	22,404,315	-	-	2,892,365	60,596	-	25,357,276	13.52%	244	3,428,227	103,852
2016	-	23,768,018	15,000	-	4,172,062	296,472	97,790	28,349,342	11.55%	278	3,273,759	102,041
2015	-	25,085,303	30,000	-	5,488,070	522,271	192,879	31,318,523	10.17%	313	3,186,066	100,137
2014	-	9,996,456	45,000	-	6,829,624	738,423	285,343	17,894,846	16.93%	182	3,030,199	98,548
2013	-	11,526,895	60,000	-	8,076,685	945,342	375,254	20,984,176	13.90%	214	2,916,520	98,077
2012	-	12,870,317	75,000	-	93,561	1,311,594	-	14,350,472	20.47%	146	2,938,159	98,222
2011	-	14,067,103	90,000	-	179,374	2,188,265	79,877	16,604,619	17.55%	169	2,913,943	98,477

Note: Details regarding the County's outstanding debt can be found in the notes to the financial statements.

HIGHLANDS COUNTY, FLORIDA
OVERLAPPING GOVERNMENTAL ACTIVITIES DEBT
SEPTEMBER 30, 2020

	Debt Outstanding	Estimated Percentage Applicable[a]	Estimated Share of Overlapping Debt
Direct Debt			
Notes Payable	$ 22,714,207	100%	$ 22,714,207
Total Direct Debt	22,714,207		22,714,207
Overlapping Debt			
Highlands County School Board:			
Bonds Payable	2,990,000	100%	2,990,000
Certificates of Participation	38,255,000	100%	38,255,000
South Florida Water Management District:			
Certificates of Participation	348,425,000	14%	47,529,917
Total Overlapping Debt	389,670,000		88,774,917
Total Direct and Overlapping Debt	$ 412,384,207		$ 111,489,124

Source: Debt outstanding data provided by each respective agency.

Notes:

Overlapping governments are those that coincide, at least in part, with the geographic boundaries of the County. This schedule estimates the portion of the outstanding debt of those overlapping governments that is borne by the residents and businesses of Highlands County. This process recognizes that, when considering the government's ability to issue and repay long-term debt, the entire debt burden borne by the residents and businesses should be taken into account. However, this does not imply that every taxpayer is a resident, and therefore responsible for repaying the debt of each overlapping government.

[a] The percentage of overlapping debt applicable is estimated using taxable assessed property values. Applicable percentages were estimated by determining the portion of the taxable assessed value that is within the government's boundaries and dividing it by the County's total taxable assessed value.

HIGHLANDS COUNTY, FLORIDA
PLEDGED-REVENUE COVERAGE
LAST TEN FISCAL YEARS

	Infrastructure Sales Surtax Pledged Revenue Coverage				
Fiscal Year	Infrastructure Sales Surtax Revenue	Debt Service Requirements			Coverage
		Principal	Interest	Total	
2020	$ 9,952,249	$ 2,200,744	$ 361,928	$ 2,562,672	3.88
2019	9,766,713	1,725,366	399,322	2,124,688	4.60
2018	9,811,985	1,383,363	426,446	1,809,809	5.42
2017	9,072,162	1,351,833	450,352	1,802,185	5.03
2016	9,128,971	1,295,755	465,995	1,761,750	5.18
2015	8,646,980	1,550,112	200,478	1,750,590	4.94
2014	8,104,375	1,509,888	234,169	1,744,057	4.65
2013	7,690,604	1,465,066	266,974	1,732,040	4.44
2012	7,413,352	1,405,630	298,654	1,704,284	4.35
2011	7,280,190	3,811,733	560,697	4,372,430	1.67

Notes:

Details regarding the County's outstanding debt can be found in the notes to the financial statements.

The 2010 Infrastructure Sales Surtax Revenue Note and 2005 Infrastructure Sales Surtax Revenue Note are serviced from and secured by designated revenues derived from the County's share of the one cent local discretionary infrastructure sales surtax.

HIGHLANDS COUNTY, FLORIDA
DEMOGRAPHIC AND ECONOMIC STATISTICS
LAST TEN FISCAL YEARS

Year	Population[a]	Total Personal Income[a] (in thousands)	Per Capita Personal Income[a]	Public School Enrollment[b]	Unemployment Rate[c]
2020	-	$ -	$ -	12,047	5.90%
2019	106,221	3,662,511	34,480	11,993	4.30%
2018	104,933	3,520,298	33,548	12,308	4.20%
2017	103,852	3,428,227	33,011	12,513	4.80%
2016	102,041	3,273,759	32,083	12,296	6.90%
2015	100,137	3,186,066	31,817	12,481	7.40%
2014	98,584	3,030,199	30,737	12,059	8.20%
2013	98,077	2,916,520	29,797	12,202	9.40%
2012	98,222	2,938,159	29,913	12,070	10.30%
2011	98,477	2,913,943	29,590	12,012	11.50%

Notes:

[a] Information was provided by the U.S. Department of Commerce, Bureau of Economic Analysis.

[b] Information was provided by the Highlands County School Board.

[c] Information was provided by the Florida Research and Economic Information Database.

HIGHLANDS COUNTY, FLORIDA
PRINCIPAL EMPLOYERS
CURRENT FISCAL YEAR AND NINE YEARS PRIOR

	2020			2011		
Employer	Employees	Rank	Percentage of Total County Employment	Employees	Rank	Percentage of Total County Employment
Highlands County School Board	1,577	1	4.66%	1,574	1	4.01%
Advent Health f/k/a Florida Hospital	1,487	2	4.40%	1,500	2	3.82%
Wal-Mart	975	3	2.88%	796	3	2.03%
Publix	496	4	1.47%	-		0.00%
The Results Company f/k/a Agero	465	5	1.37%	600	4	1.53%
South Florida State College	422	6	1.25%	-		0.00%
Highlands Regional Medical Center	400	7	1.18%	413	5	1.05%
Highlands County Board of County Commissioners	383	8	1.13%	374	6	0.95%
Alan Jay Automotive	360	9	1.06%	250	10	0.64%
Highlands County Sheriff's Office	359	10	1.06%	328	8	0.83%
DelRay Plants	-		0.00%	350	7	0.89%
The Palms of Sebring	-		0.00%	257	9	0.65%
Total	6,924		20.46%	6,442		16.40%
Labor Force Employed	33,827			39,282		

Source: Top Employee information was provided by the Highlands County Economic Development Commission.
Labor force employee numbers were obtained from the Florida Research and Economic Database.

*** Information not available.

HIGHLANDS COUNTY, FLORIDA
FULL-TIME EQUIVALENT COUNTY GOVERNMENT EMPLOYEES BY FUNCTION
LAST TEN FISCAL YEARS

Function	Full-Time Equivalent Employees as of September 30,									
	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011
GENERAL GOVERNMENT										
Legislative	5	5	5	5	5	5	5	5	5	5
Executive	5	5	4	4	5	6	5	4	4	5
Financial and Administrative	135	129	124	124	116	119	122	127	121	123
Comprehensive Planning	4	4	5	5	5	6	6	5	5	7
Other General Government	24	26	26	24	27	27	27	27	31	34
PUBLIC SAFETY										
Law Enforcement	243	243	244	232	220	216	216	205	219	197
Fire Control	29	32	16	13	14	16	13	19	17	22
Detention / Correction	112	111	110	106	108	104	99	111	118	118
Protective Inspection	17	18	16	13	16	15	15	16	15	17
Emergency and Disaster	9	7	4	5	4	6	6	6	6	4
Ambulance and Rescue	69	65	63	66	61	57	64	64	64	70
Other Public Safety	6	5	3	3	3	2	2	2	2	2
PHYSICAL ENVIRONMENT										
Water Utility Services	17	19	16	21	19	20	21	22	22	27
Conservation and Rescue	13	16	14	13	14	14	14	12	12	10
TRANSPORTATION										
Road and Street Facilities	107	120	120	112	113	107	112	111	111	111
ECONOMIC ENVIRONMENT										
Housing	1	1	1	1	1	1	1	1	1	1
Veteran Services	3	3	3	3	3	3	3	3	3	3
Other	3	3	3	3	2	1	2	2	2	1
HUMAN SERVICES										
Health	6	8	8	8	8	8	7	9	8	8
Welfare	1	1	1	1	7	9	10	10	7	7
Other Human Services	-	1	1	1	-	-	-	-	-	-
CULTURE AND RECREATION										
Libraries	19	16	16	14	16	18	17	18	18	17
Parks and Recreation	17	16	17	18	18	18	18	18	14	15
COURT RELATED										
Court General Administration	21	19	23	21	22	14	9	11	15	8
Circuit Court Criminal	4	4	5	5	6	6	7	8	5	6
Circuit Court Civil	4	4	3	3	4	4	4	4	3	4
Circuit Court Family	9	10	8	9	9	9	6	9	8	5
Circuit Court Juvenile	4	5	3	3	3	2	3	4	4	4
Court General Operations	6	9	9	8	7	16	11	11	12	8
County Court Traffic	4	6	6	6	7	7	7	7	6	7
Total	897	911	877	850	843	836	832	851	858	846

HIGHLANDS COUNTY, FLORIDA
OPERATING INDICATORS BY FUNCTION

Function / Program	Fiscal Year 2020	2019	2018	2017	2016	2015	2014	2013	2012	2011
GENERAL GOVERNMENT										
New Hires	52	89	66	46	46	50	54	48	27	35
Purchase Orders Issued	1,687	1,681	1,708	1,910	1,518	1,629	1,696	1,804	1,764	2,069
Comp Plan Amendments	10	7	5	7	15	13	2	3	6	563
IT Work Orders Completed	17,050	15,636	17,676	14,636	8,917	9,778	9,205	7,567	5,605	5,097
IT Users Served	650	650	650	650	650	650	650**	812	801	614
PUBLIC SAFETY										
Emergency Medical Services:										
Emergency 911 Call Volume:										
Fire/Rescue Calls	19,292	20,629	****	****	****	****	****	****	****	****
EMS Calls	****	****	17,089	17,365	16,546	15,696	14,814	14,645	14,782	14,243
Fire Department Calls	****	****	3,914	11,002	9,337	8,174	7,412	7,442	7,204	6,567
Average EMS Response Time (in Minutes)	7.20	7.23	7.02	7.06	8.04	7.99	7.15	6.80	6.78	5.70
Air Medical Service (Number of Flights)	188	212	135	116	104	108	106	88	122	142
Sheriff:										
Arrests Made	2,054	3,570	3,699	3,258	4,474	5,489	6,014	4,431	4,845	5,920
Traffic Citations Issued	2,466	3,888	2,040	2,116	2,349	3,244	3,188	4,534	5,501	3,852
Detentions and Correction:										
Jail Average Daily Population	397	460	417	423	379	387	399	399	422	406
Building Department:										
Permits Issued	7,014	6,820	11,339	5,598	5,407	4,745	4,185	3,651	3,508	3,784
Inspections Performed	13,216	14,431	19,685	9,430	7,527	7,527	6,210	5,390	5,179	6,162
Zoning Department:										
Code Enforcement Complaints Received	2,691	2,142	1,975	2,818	2,222	1,552	2,272	2,875	3,333	1,756
Code Enforcement Inspections Performed	5,329	3,623	3,347	4,219	4,106	4,050	4,664	5,618	6,103	4,689
PHYSICAL ENVIRONMENT										
Recycled Waste (Tons)	2,200	3,366	5,528	3,614	2,391	2,563	2,737	3,014	2,791	48
Landfill Waste:										
Residential Household Waste (Tons)	44,450	37,960	37,954	37,575	39,411	37,609	36,189	37,449	38,394	39,601
Commercial Waste (Tons)	39,285	36,506	38,443	30,975	28,238	26,856	28,763	28,014	27,956	27,010
TRANSPORTATION										
Miles of Road Constructed	4.31	-	-	0.10	-	0.31	2.12	0.18	0.09	1.52
Miles of Road Reconstructs	132.42	0.06	-	1.10	1.54	1.38	1.39	0.48	0.61	1.52
Miles of Road Resurfaced	67.00	22.39	8.09	30.81	31.30	34.95	31.30	31.39	36.44	32.89

HIGHLANDS COUNTY, FLORIDA
OPERATING INDICATORS BY FUNCTION (CONTINUED)

Function / Program	Fiscal Year 2020	2019	2018	2017	2016	2015	2014	2013	2012	2011
ECONOMIC ENVIRONMENT										
Down Payment Assistance Loan Program	***	***	***	***	***	***	***	***	***	***
Veterans' Services:										
In Office Visits	1,400	4,905	5,043	5,291	***	5,032	4,717	5,986	6,747	6,262
Phone Calls Received	12,300	10,503	7,990	7,264	***	19,200	19,200	24,729	26,583	24,672
Home Visits	-	5	5	12	***	3	6	***	***	***
Transportation Trips	125	250	242	242	***	89	74	80	***	***
Presentations	40	52	29	30	***	110	104	289	266	310
HUMAN SERVICES										
Animal Services:										
Number of Complaints Received *	4,486	5,603	5,373	2,994	7,359	8,553	8,442	7,030	8,067	8,643
Number of Impoundments *	2,678	3,531	3,035	1,726	3,316	3,547	3,433	3,593	4,928	7,201
Animals Reclaimed *	243	268	285	118	340	412	371	229	283	509
Animals Adopted *	185	329	434	139	451	601	557	277	322	286
Animals Donated to Humane Society *	1,240	1,323	1,046	420	1,277	***	713	771	938	1,021
Animals Euthanized *	731	1,225	1,038	616	1,146	1,441	1,798	2,232	2,925	4,917
Wildlife Relocated	***	52	***	***	***	***	104	***	297	378
Transportation Trips for Disadvantaged Persons	64,316	74,525	72,219	78,334	92,039	100,123	126,472	74,172	73,147	70,631
CULTURE AND RECREATION										
Library Operations:										
Registered Borrowers in Highlands County	89,250	88,030	20,409	18,736	20,218	19,846	20,320	21,178	11,830	61,513
Library Visitors	136,564	233,161	248,481	269,095	284,480	287,573	284,785	278,277	290,139	303,053
Items Circulated:										
Adult	172,284	233,352	281,953	295,853	354,156	305,349	253,187	260,875	267,294	304,191
Children	68,059	111,532	104,319	122,681	123,069	119,176	94,354	89,103	87,032	96,903
Adult Programs:										
Number of Programs	95	159	247	510	414	392	237	189	251	174
Number of Attendees	1,198	2,202	2,263	4,187	2,766	3,259	1,821	1,385	1,963	2,097
Children's Programs:										
Number of Programs	117	229	205	226	287	195	319	197	251	243
Number of Attendees	3,262	3,124	2,681	3,242	3,736	3,120	2,875	3,734	4,056	2,235
Volunteer Hours	2,825	5,164	6,058	5,435	5,425	5,204	2,103	4,304	6,140	8,465
Library Webpage Visits	186,041	230,313	919,587	1,087,095	1,226,146	***	353,182	215,303	207,842	954,110
Public Internet Usage (Hours)	10,702	33,962	194,178	105,715	25,165	35,341	46,595	50,881	54,619	***
Park Rentals:										
H. L. Bishop	29	61	64	32	49	52	47	29	48	40
Boat Ramps Maintained	38	38	38	38	38	38	38	38	38	39

HIGHLANDS COUNTY, FLORIDA
OPERATING INDICATORS BY FUNCTION (CONTINUED)

Function / Program	Fiscal Year 2020	2019	2018	2017	2016	2015	2014	2013	2012	2011
COURT RELATED										
Cases in Court	15,948	26,955	27,557	26,840	26,967	29,806	30,953	29,831	30,704	30,887
Individuals thru Security	52,611	106,396	100,996	124,283	111,171	125,991	130,060	122,695	146,858	149,639

Sources: Information was obtained from various County departments.

* For 2017 these numbers represent the time period of April 2017 through September 2017. Information for the remainder of the fiscal year is not available due to a transition of Animal Services to the Sheriff's Office.

** Methodology for calculating number of IT Users changed in 2014.

*** Information not available.

**** As of January 1, 2019, all EMS and Fire calls became combined into Fire/Rescue calls

HIGHLANDS COUNTY, FLORIDA
CAPITAL ASSETS BY FUNCTION

Function / Program	Fiscal Year 2020	2019	2018	2017	2016	2015	2014	2013	2012	2011
GENERAL GOVERNMENT										
IT Networked Buildings	54	54	46	42	43	43	43	43	39	34
PUBLIC SAFETY										
EMS Vehicles:										
Ambulances	14	12	13	15	14	12	12	12	12	15
Jaws	17	2	2	1	2	2	2	2	2	2
Administrative	7	6	5	3	3	2	2	2	2	2
Paid/Volunteer Fire Stations:	17	17	17	17	17	*	*	*	*	*
Sheriff:										
Stations	1	1	1	1	1	1	1	1	1	1
Sub-Stations	3	3	3	4	4	3	5	5	5	3
Patrol Vehicles	144	144	129	110	97	103	104	104	99	85
Command Center	1	1	1	1	3	3	1	1	1	1
Special Operations Vehicle	3	3	2	4	4	3	3	3	2	2
Aircraft	1	1	1	1	1	1	1	1	1	1
Watercraft	3	3	3	3	3	3	4	4	4	4
Correction Facility Capacity	504	504	504	504	504	504	504	504	504	504
TRANSPORTATION										
Miles of County Road:										
Paved	1,003	999	998	998	998	1,010	1,010	1,007	998	998
Unpaved	194	198	200	197	197	217	215	213	220	220
Number of Airports	2	2	2	3	3	3	3	3	3	3
CULTURE AND RECREATION										
Number of County Libraries	3	3	3	3	3	3	3	3	3	3
Library Books	257,241	253,678	245,326	233,238	206,601	236,135	245,123	148,506	219,767	208,778
Library Audio Materials	9,888	9,652	*	9,252	17,941	18,284	12,261	7,967	11,202	10,890
Library Video Materials	32,537	28,380	12,519	26,637	20,886	22,555	31,378	19,799	21,169	20,767
Number of County Boat Ramps	38	38	38	38	38	38	38	38	38	39
Number of County Parks	45	45	45	45	45	45	45	45	45	21
Parks with Playgrounds	4	4	4	4	4	4	4	5	4	4
Parks with Baseball/Softball Fields	10	10	10	10	10	10	10	10	6	6
Park Acreage (Estimated):										
Developed	1,465	1,465	1,465	1,465	1,465	1,465	1,465	1,465	1,465	1,465
Undeveloped	30.67	30.67	30.67	30.67	30.67	30.67	30.67	30.67	30.67	30.67

Sources: Information was obtained from various County departments.
* Information not available

HIGHLANDS COUNTY, FL

Sebring • Lake Placid • Avon Park





COMPLIANCE SECTION

1203

HIGHLANDS COUNTY, FLORIDA
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND STATE FINANCIAL ASSISTANCE
YEAR ENDED SEPTEMBER 30, 2020

Federal / State Agency Federal Program / State Project	CFDA/ CSFA Number	Pass-Through Entity Identifying Number	Amounts Passed Through To Subrecipients	Expenditures
FEDERAL AWARDS				
U.S. Department of Justice				
Direct Programs				
Bulletproof Vest Partnership Program	16.607	N/A	$ -	$ 3,066
Public Safety Partnership and Community Policing Grants	16.710	2017UMWX0138	-	202,207
COVID-19 Emergency Response	16.034	2020-VD-BX-0022	-	60,650
JAG Program				
Edward Byrne Memorial Justice Assistance Grant Program	16.738	2019-DJ-BX-0425	-	18,824
Edward Byrne Memorial Justice Assistance Grant Program	16.738	2020-JAGC-HIGH-1-Y5-033	-	61,757
Total Edward Byrne Memorial Justice Assistance Grant Program			-	80,581
Pass-Through from Florida Attorney General				
Crime Victim Assistance	16.575	VOCA -2019-Highlands County Sheriff - 00132	-	107,297
Pass-Through from Florida Department of Law Enforcement				
Residential Substance Abuse Treatment for State Prisoners	16.593	2020-RSAT-HIGH-1-D2-004	-	79,319
Pass-Through from Florida Network of Children's Advocacy Centers				
Improving the Investigation and Prosecution of Child Abuse and the Regional and Local Children's Advocacy Centers	16.758	SEBR-FL-TFCBT-PI19	-	8,406
Total U.S. Department of Justice				541,526
U.S. Department of Transportation				
Pass-Through from Florida Department of Transportation:				
Highway Planning and Construction	20.205	431343-1-38-01	-	562
Highway Planning and Construction	20.205	433203-1-38-01	-	562
Highway Planning and Construction	20.205	435067-1-3/58/68-01	-	8,050
Highway Planning and Construction	20.205	441739	-	983
Total Highway Planning and Construction Cluster			-	10,157
Total U.S. Department of Transportation			-	10,157
U.S. Department of Treasury				
Pass-Through from Florida Department of Emergency Management:				
COVID-19 Coronavirus Relief Funds	21.019	Y2270	-	3,777,427
Pass-Through from Florida Housing Finance Corporation:				
COVID-19 Coronavirus Relief Funds	21.019	061-2020	-	126,108
Total COVID-19 Coronavirus Relief Funds			-	3,903,535
Total U.S. Department of Treasury			-	3,903,535
U.S. Election Assistance Commission				
Pass-Through from Florida Division of Elections:				
Help America Vote Act Requirements Payments	90.401	2019-2020-0001-HIG	-	36,078
Help America Vote Act Requirements Payments	90.401	2019-2020-0001-HIG	-	3,000
Total Help America Vote Act Requirements Payments			-	39,078
Pass-Through from Florida Division of Elections:				
HAVA Election Security Grants	90.404	2020-001-HIG	-	24,371
Total U.S. Election Assistance Commission			-	63,449
U.S. Department of Health and Human Services				
Pass-Through from Ounce of Prevention Fund of Florida, Inc.:				
Promoting Safe and Stable Families	93.556	HF-19-20-42	-	11,264
Promoting Safe and Stable Families	93.556	HF-20-21-42	-	5,218
Total Promoting Safe and Stable Families			-	16,482
Temporary Assistance for Needy Families	93.558	HF-19-20-42	-	72,469
Temporary Assistance for Needy Families	93.558	HF-20-21-42	-	33,580
Total Temporary Assistance for Needy Families Cluster			-	106,049
Pass-Through U.S. Agency for Children and Families and Office of Child Support Enforcement, Florida Department of Revenue:				
Child Support Enforcement	93.563	COC28	-	313,222
Total U.S. Department of Health and Human Services			-	435,753

See accompanying Notes to Schedule of Expenditures of Federal Awards and State Financial Assistance.

HIGHLANDS COUNTY, FLORIDA
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND STATE FINANCIAL ASSISTANCE (CONTINUED)
YEAR ENDED SEPTEMBER 30, 2020

Federal / State Agency Federal Program / State Project	CFDA/ CSFA Number	Pass-Through Entity Identifying Number	Amounts Passed Through To Subrecipients	Expenditures
FEDERAL AWARDS (CONTINUED)				
Department of Homeland Security				
Pass-Through from Florida Division of Emergency Management:				
Disaster Grants - Public Assistance (Presidentially Declared Disasters)	97.036	Z0581	$ -	$ (396,702)
Emergency Management Performance Grants	97.042	G0024	-	59,037
Total Department of Homeland Security			-	(337,665)
U.S. Department of Agriculture				
Environmental Quality Incentives Program	10.912	NR184209XXXXC042	-	455,845
Total U.S. Department of Agriculture			-	455,845
Total Expenditures of Federal Awards			$ -	$ 5,072,600

See accompanying Notes to Schedule of Expenditures of Federal Awards and State Financial Assistance.

HIGHLANDS COUNTY, FLORIDA
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND STATE FINANCIAL ASSISTANCE (CONTINUED)
YEAR ENDED SEPTEMBER 30, 2020

Federal / State Agency Federal Program / State Project	CFDA/ CSFA Number	Grant Contract Number	Amounts Passed Through To Subrecipients	Expenditures
STATE FINANCIAL ASSISTANCE				
Florida Department of Economic Opportunity				
Military Base Protection	40.014	DIG 16-136	$ -	$ 41,404
Military Base Protection	40.014	CON 19-102	-	41,911
Total Military Base Protection			-	83,315
Total Florida Department of Economic Opportunity			-	83,315
Florida Department of Environmental Protection				
Small County Consolidated Waste Grants	37.012	N/A	-	26,280
Statewide Surface Water Restoration and Wastewater Projects	37.039	NF023	-	(47,723)
Total Florida Department of Environmental Protection			-	(21,443)
Florida Department of State & Secretary of State				
State Aid to Libraries	45.030	18-ST-16	-	207,809
Total Florida Department of State & Secretary of State			-	207,809
Florida Executive Office of the Governor				
Emergency Management Programs	31.063	A0052	-	51,744
Total Florida Executive Office of the Governor			-	51,744
Florida Housing Finance Corporation				
State Housing Initiatives Partnership (SHIP) Program	40.901	N/A	-	49,392
State Housing Initiatives Partnership (SHIP) Program	40.901	N/A	-	311,116
Total Florida Housing Finance Corporation			-	360,508
Florida Department of Transportation				
County Incentive Grant Program	55.008	429841-1-54-01	-	(8,432)
County Incentive Grant Program	55.008	433553-1-54-01	-	(12,423)
Total County Incentive Grant Program			-	(20,855)
Small County Outreach Program	55.009	436641-1-54-01	-	22,144
Small County Outreach Program	55.009	436644-1-54-01	-	3,284
Pass-Through from Town of Lake Placid:				
Small County Outreach Program	55.009	438925-1-54-01	-	29,218
Total Small County Outreach Program			-	54,646
Small County Road Assistance Program	55.016	440447-1-54-01	-	153,840
Small County Road Assistance Program	55.016	436642-1-54-01	-	54,849
Small County Road Assistance Program	55.016	436643-1-54-01	-	149,010
Total Small County Road Assistance Program			-	357,699
Total Florida Department of Transportation			-	391,490
Florida Department of Children and Families				
Pass-Through from Florida Network for Children's Advocacy Centers, Inc.:				
Florida Network Children's Advocacy Center	60.124	19-20-dcf-cac-23	-	2,597
Total Florida Department of Children and Families			-	2,597
Florida Department of Health				
County Grant Awards	64.005	C5028	-	3,712
County Grant Awards	64.005	C6028	-	5,993
County Grant Awards	64.005	C7028	-	6,774
County Grant Awards	64.005	C8028	-	12,816
Total County Grant Awards			-	29,295
Total Florida Department of Health			-	29,295
Florida Department of Highway Safety and Motor Vehicles				
Child Abuse Prevention and Intervention License Plate Project	76.067	N/A	-	749
Child Abuse Prevention and Intervention License Plate Project	76.067	N/A	-	2,432
Total Florida Department of Highway Safety and Motor Vehicles			-	3,181
Florida Department of Legal Affairs and Attorney General				
FL Network of Children's Advocacy Centers	41.031	19/20-GR-CAC23	-	41,878
FL Network of Children's Advocacy Centers	41.031	20/21-GR-CAC23	-	8,174
Total Florida Department of Legal Affairs and Attorney General			-	50,052
Total State Financial Assistance			$ -	$ 1,158,548
Total Expenditures of Federal Awards and State Financial Assistance			$ -	$ 6,231,148

See accompanying Notes to Schedule of Expenditures of Federal Awards and State Financial Assistance.

HIGHLANDS COUNTY, FLORIDA
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND STATE FINANCIAL ASSISTANCE
SEPTEMBER 30, 2020

NOTE 1 BASIS OF PRESENTATION

The accompanying Schedule of Expenditures of Federal Awards and State Financial Assistance (the Schedule) includes the federal award and state financial assistance activity of Highlands County, Florida (County) under programs of the federal government and State of Florida for the year ended September 30, 2020. The information in this Schedule is presented in accordance with the requirements of 2 CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)* and Chapter 69I-5, Rules of the Florida Department of Financial Services. Because the Schedule presents only a selected portion of the operations of the County, it is not intended to and does not present the financial position, changes in net position, or cash flows of the County.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the modified accrual basis of accounting for awards and financial assistance recorded in governmental funds and the accrual basis of accounting for awards and financial assistance recorded in the proprietary funds, which are described in Note 1 to the County's basic financial statements. Such expenditures are recognized following the cost principles in contained in the Uniform Guidance for all awards, with the exception of CFDA 21.019, which follows criteria determined by the Department of Treasury for allowability of costs. Under these principles, certain types of expenditures are not allowable or are limited as to reimbursement.

Negative amounts shown on the Schedule represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years.

The County has not elected to use the 10-percent de minimis indirect cost rate as allowed under the Uniform Guidance.

NOTE 3 CONTINGENCIES

Grant monies received and disbursed by the County are for specific purposes and are subject to review by the grantor agencies. Such audits may result in requests for reimbursement due to disallowed expenditures. Based upon prior experience, the County does not believe that such disallowances, if any, would have a material effect on the financial position of the County. As of March 2, 2021, there were no material questioned or disallowed costs as a result of grant audits in process or completed.

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Board of County Commissioners
Highlands County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of Highlands County, Florida (County), as of and for the year ended September 30, 2020, and the related notes to the financial statements, which collectively comprise the County's basic financial statements, and have issued our report thereon dated March 2, 2021.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the County's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the County's internal control. Accordingly, we do not express an opinion on the effectiveness of the County's internal control.

A *deficiency in internal* control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the County's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Sebring, Florida
March 2, 2021

INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM AND STATE PROJECT AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE AND CHAPTER 10.550, RULES OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

Board of County Commissioners
Highlands County, Florida

Report on Compliance for Each Major Federal Program and State Project

We have audited Highlands County, Florida's (County) compliance with the types of compliance requirements described in the *OMB Compliance Supplement,* and the requirements described in the Florida Department of Financial Services' *State Projects Compliance Supplement* that could have a direct and material effect on each of the County's major federal programs and state projects for the year ended September 30, 2020. The County's major federal programs and state projects are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal and state statutes, regulations, and the terms and conditions of its federal awards and state projects applicable to its federal programs and state projects.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of the County's major federal programs and state projects based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance); and Chapter 10.550, Rules of the Auditor General for Local Governmental Entity Audits. Those standards, Uniform Guidance, and Chapter 10.550, Rules of the Auditor General, require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program or state project occurred. An audit includes examining, on a test basis, evidence about the County's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program and state project. However, our audit does not provide a legal determination of the County's compliance.

Opinion on Each Major Federal Program and State Project

In our opinion, the County complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs and state projects for the year ended September 30, 2020.

Report on Internal Control Over Compliance

Management of the County is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the County's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program and state project to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and state project and to test and report on internal control over compliance in accordance with the Uniform Guidance and Chapter 10.550, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the County's internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program or state project on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program or state project will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program or state project that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance and Chapter 10.550. Accordingly, this report is not suitable for any other purpose.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Sebring, Florida
March 2, 2021

HIGHLANDS COUNTY, FLORIDA
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FEDERAL PROGRAMS AND STATE PROJECTS
YEAR ENDED SEPTEMBER 30, 2020

Section I – Summary of Auditors' Results

Financial Statements

1. Type of auditors' report issued: Unmodified

2. Internal control over financial reporting:

   - Material weakness(es) identified? _____ yes ____x____ no

   - Significant deficiency(ies) identified? _____ yes ____x____ none reported

3. Noncompliance material to financial statements noted? _____ yes ____x____ no

Federal Awards

1. Internal control over major federal programs:

   - Material weakness(es) identified? _____ yes ____x____ no

   - Significant deficiency(ies) identified? _____ yes ____x____ none reported

2. Type of auditors' report issued on compliance for major federal programs: Unmodified

3. Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)? _____ yes ____x____ no

Identification of Major Federal Programs

CFDA Number(s)	**Name of Federal Program or Cluster**
21.019	Coronavirus Relief Funds

Dollar threshold used to distinguish between Type A and Type B programs: $ 750,000

Auditee qualified as low-risk auditee? _____ yes ____x____ no

Section I – Summary of Auditors' Results (Continued)

State Financial Assistance

1. Internal control over state projects:

   - Material weakness(es) identified? _____ yes ___x___ no
   - Significant deficiency(ies) identified? _____ yes ___x___ none reported

2. Type of auditors' report issued on compliance for state projects: Unmodified

3. Any audit findings disclosed that are required to be reported in accordance with Chapter 10.557, Rules of the Auditor General? _____ yes ___x___ no

Identification of Major State Projects

CSFA Number(s)	Name of State Project
40.901	State Housing Initiatives Partnership Program
55.016	Small County Road Assistance Program

Dollar threshold used to distinguish between Type A and Type B state projects: $ 347,564

Section II – Financial Statement Findings

Our audit did not disclose any matters required to be reported in accordance with *Government Auditing standards.*

Section III – Findings and Questioned Costs – Major Federal Programs

Our audit did not disclose any matters required to be reported in accordance with 2 CFR 200.516(a).

Section IV – Findings and Questioned Costs – Major State Projects

Our audit did not disclose any matters required to be reported in accordance with Chapter 10.550, Rules of the Auditor General.

MANAGEMENT LETTER

Board of County Commissioners
Highlands County, Florida

Report on the Financial Statements

We have audited the financial statements of Highlands County, Florida (County), as of and for the fiscal year ended September 30, 2020 and have issued our report thereon dated March 2, 2021.

Auditors' Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States; the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements of Federal Awards* (Uniform Guidance); and Chapter 10.550 Rules of the Auditor General.

Other Reporting Requirements

We have issued our Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards;* Independent Auditors' Report on Compliance for Each Major Federal Program and State Project and Report on Internal Control Over Compliance; Schedule of Findings and Questioned Costs; and Independent Accountants' Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports and schedule, which are dated March 2, 2021, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding financial audit report. Corrective actions have been taken to address findings and recommendations made in the preceding financial audit report.

Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. See Note 1 to the Financial Statements.

Financial Condition and Management

Section 10.554(1)(i)5.a., and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the County has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific condition(s) met. In connection with our audit, we determined that the County did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Section 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for the County. It is management's responsibility to monitor the County's financial condition, and our financial condition assessment was based in part on representations made by management and review of financial information provided by the same.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with out audit, we did not have any such recommendations.

Special District Component Units

Section 10.554(1)(i)5.c., Rules of the Auditor General, requires, if appropriate, that we communicate the failure of a special district that is a component unit of a county, municipality, or special district, to provide the financial information necessary for proper reporting of the component unit within the audited financial statements of the county, municipality, or special district in accordance with Section 218.39(3)(b), Florida Statutes. In connection with our audit, we did not note any special district component units that failed to provide the necessary information for proper reporting in accordance with Section 218.39(3)(b), Florida Statutes.

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Board of County Commissioners, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Sebring, Florida
March 2, 2021

CliftonLarsonAllen LLP
CLAconnect.com

INDEPENDENT ACCOUNTANTS' REPORT

Board of County Commissioners and the Florida Auditor General
Highlands County, Florida

We have examined Highlands County, Florida's (County) compliance with Section 218.415, Florida Statutes, regarding the investment of public funds and Section 365.172(10) and 365.173(2)(d), Florida Statutes, regarding emergency communications number E911 system fund during the year ended September 30, 2020. Management of the County is responsible for the County's compliance with the specified requirements. Our responsibility is to express an opinion on the County's compliance with the specified requirements based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the County complied, in all material respects, with the specified requirements referenced above. An examination involves performing procedures to obtain evidence about whether the County complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

Our examination does not provide a legal determination on the County's compliance with specified requirements.

In our opinion, the County complied, in all material respects, with Section 218.415, Florida Statutes, regarding the investment of public funds and Section 365.172(10) and 365.173(2)(d), Florida Statutes, regarding emergency communications number E911 system fund during the year ended September 30, 2020.

This report is intended solely for the information and use of the County and the Auditor General, State of Florida and is not intended to be, and should not be, used by anyone other than these specified parties.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Sebring, Florida
March 2, 2021

THE RUTH E. HANDLEY Children's Advocacy Center OF HIGHLANDS COUNTY

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
CHILDREN'S ADVOCACY CENTER
1968 Sebring Pkwy, Sebring, Florida 33870
P (863) 402-6845 F (863) 402-6869
www.highlandsfl.gov

October 4, 2022

Teresa Huizar, Executive Director
National Children's Alliance
516 C Street NE
Washington, DC 20002

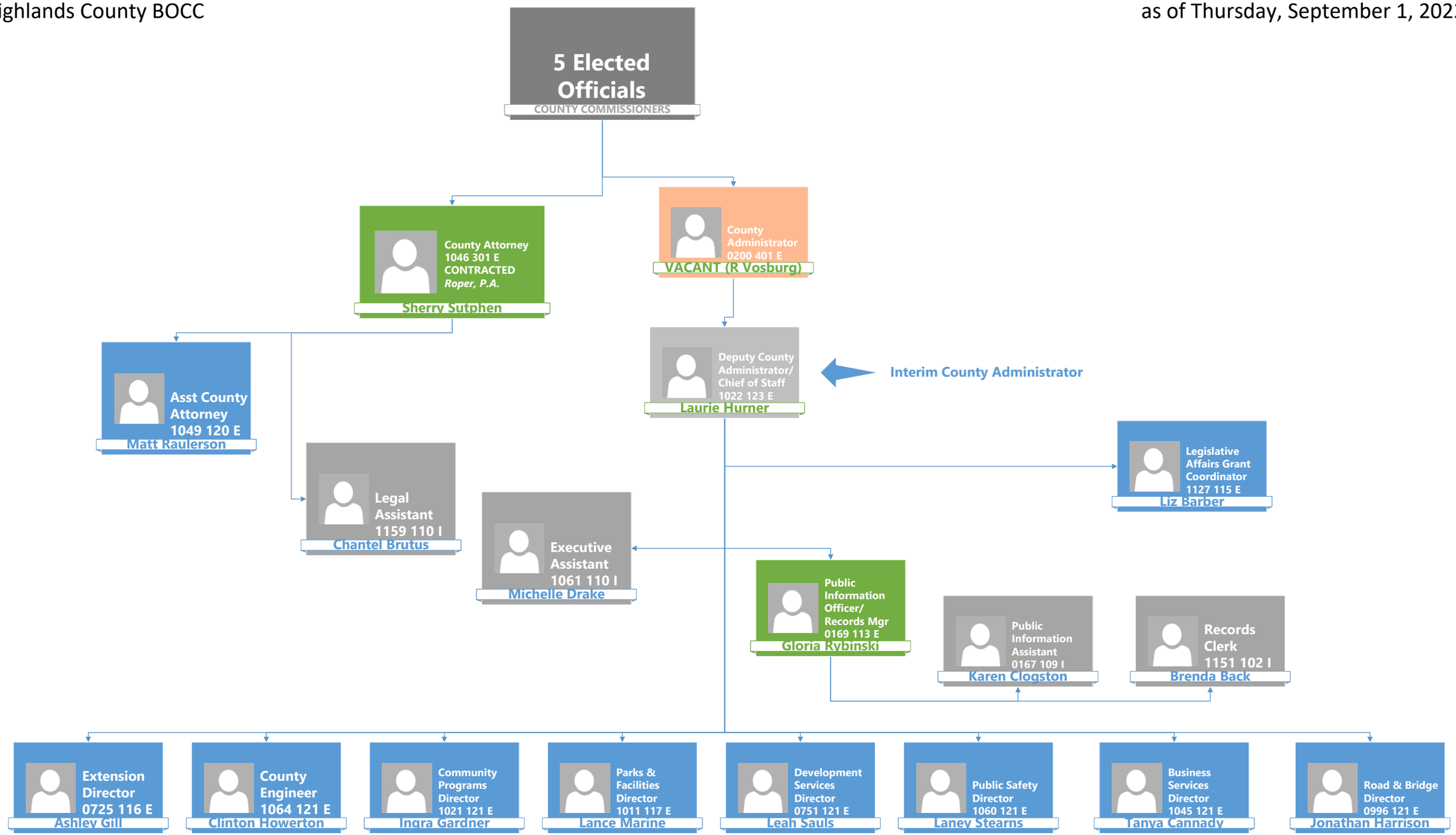
Dear Mrs. Huizar :
This letter serves as an affidavit that the Highlands County Board of County Commissioners (HCBCC) attests that all staff at the Ruth E. Handley Children's Advocacy Center (CAC) employed as of September 27, 2022, have been screened using a Level 2 Background Screening. Upon a staff person meeting five years of employment with HCBCC, a re-screening would occur. At present, all of the staff for the CAC Division have been employed for less than five years.

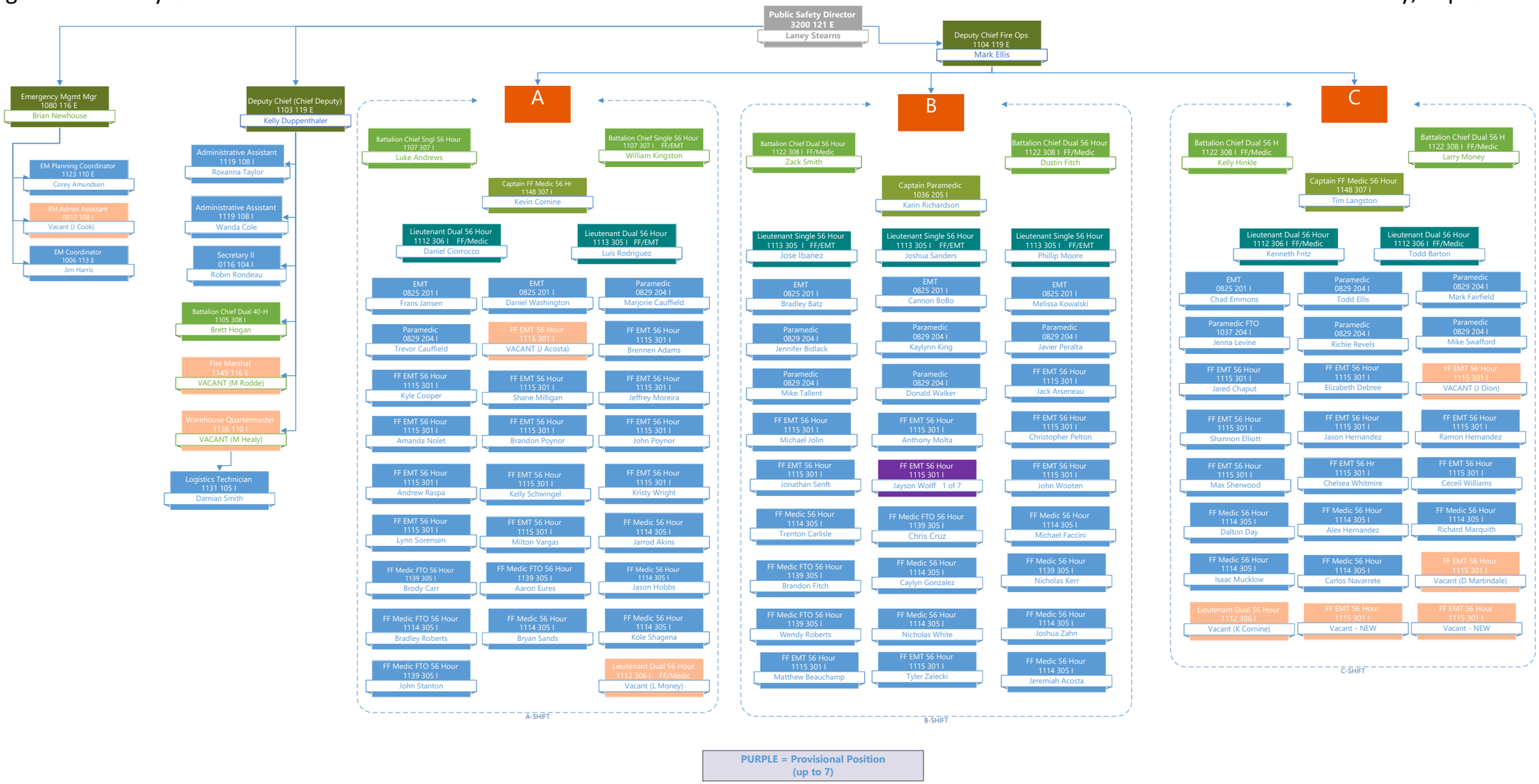
Regards,

Ingra Gardner
Director of Community Programs
Highlands County Board of County Commissioners

State of Florida County of Highlands
Subscribed before me this 4th day of Oct., 2022 by Ingra Gardner
By: Chantel Brutus
Name: Chantel Brutus
X Personally Known
__ Presented _____ as identification.

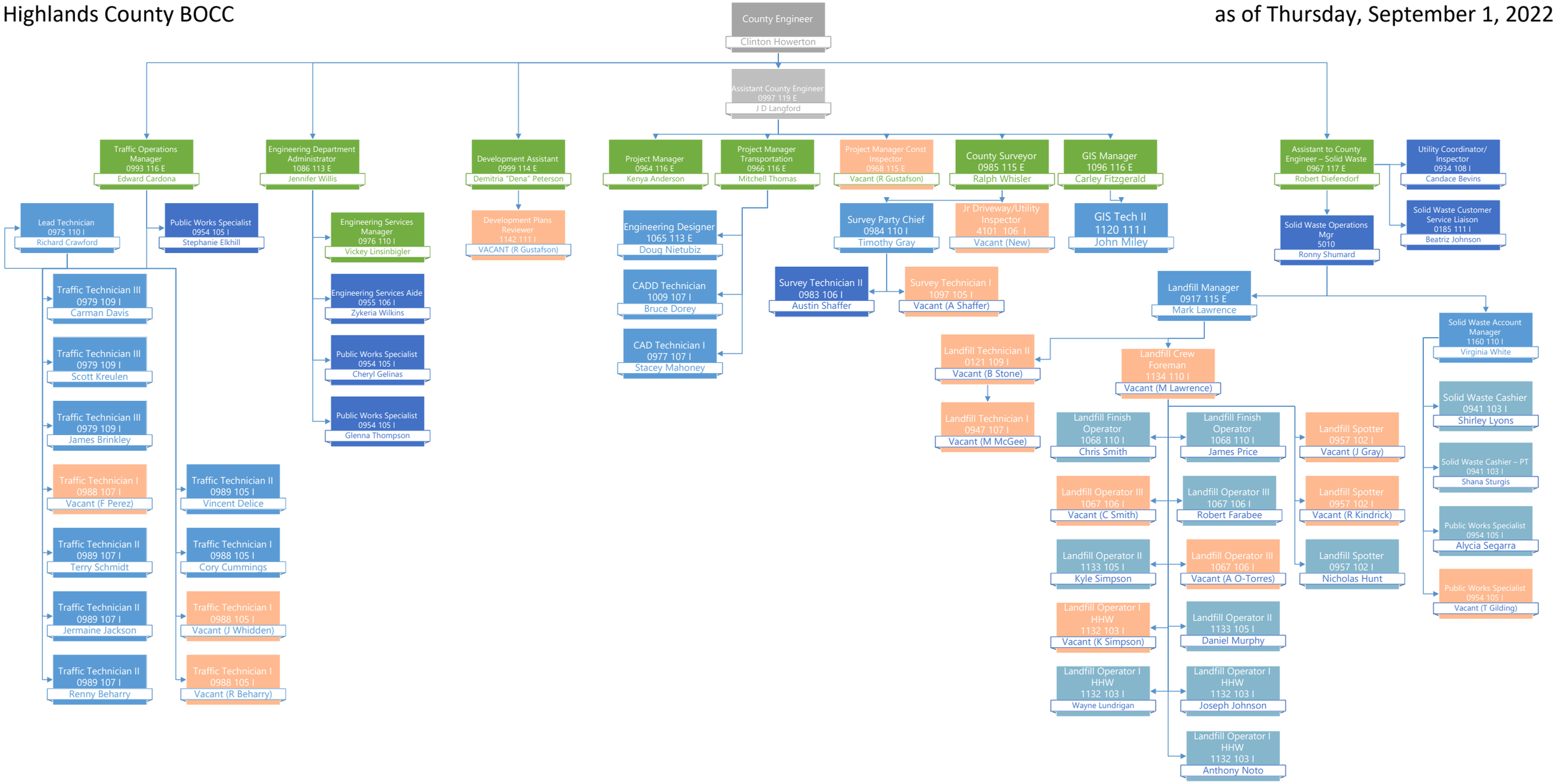
CHANTEL BRUTUS
Notary Public-State of Florida
Commission # HH 155806
My Commission Expires
July 20, 2025


5 Elected Officials
COUNTY COMMISSIONERS
County Attorney
1046 301 E
CONTRACTED
Roper, P.A.
Sherry Sutphen
County Administrator
0200 401 E
VACANT (R Vosburg)
Asst County Attorney
1049 120 E
Matt Raulerson
Deputy County Administrator/ Chief of Staff
1022 123 E
Laurie Hurner
Interim County Administrator
Legislative Affairs Grant Coordinator
1127 115 E
Liz Barber
Legal Assistant
1159 110 I
Chantel Brutus
Executive Assistant
1061 110 I
Michelle Drake
Public Information Officer/ Records Mgr
0169 113 E
Gloria Rybinski
Public Information Assistant
0167 109 I
Karen Clogston
Records Clerk
1151 102 I
Brenda Back
Extension Director
0725 116 E
Ashley Gill
County Engineer
1064 121 E
Clinton Howerton
Community Programs Director
1021 121 E
Ingra Gardner
Parks & Facilities Director
1011 117 E
Lance Marine
Development Services Director
0751 121 E
Leah Sauls
Public Safety Director
1060 121 E
Laney Stearns
Business Services Director
1045 121 E
Tanya Cannady
Road & Bridge Director
0996 121 E
Jonathan Harrison

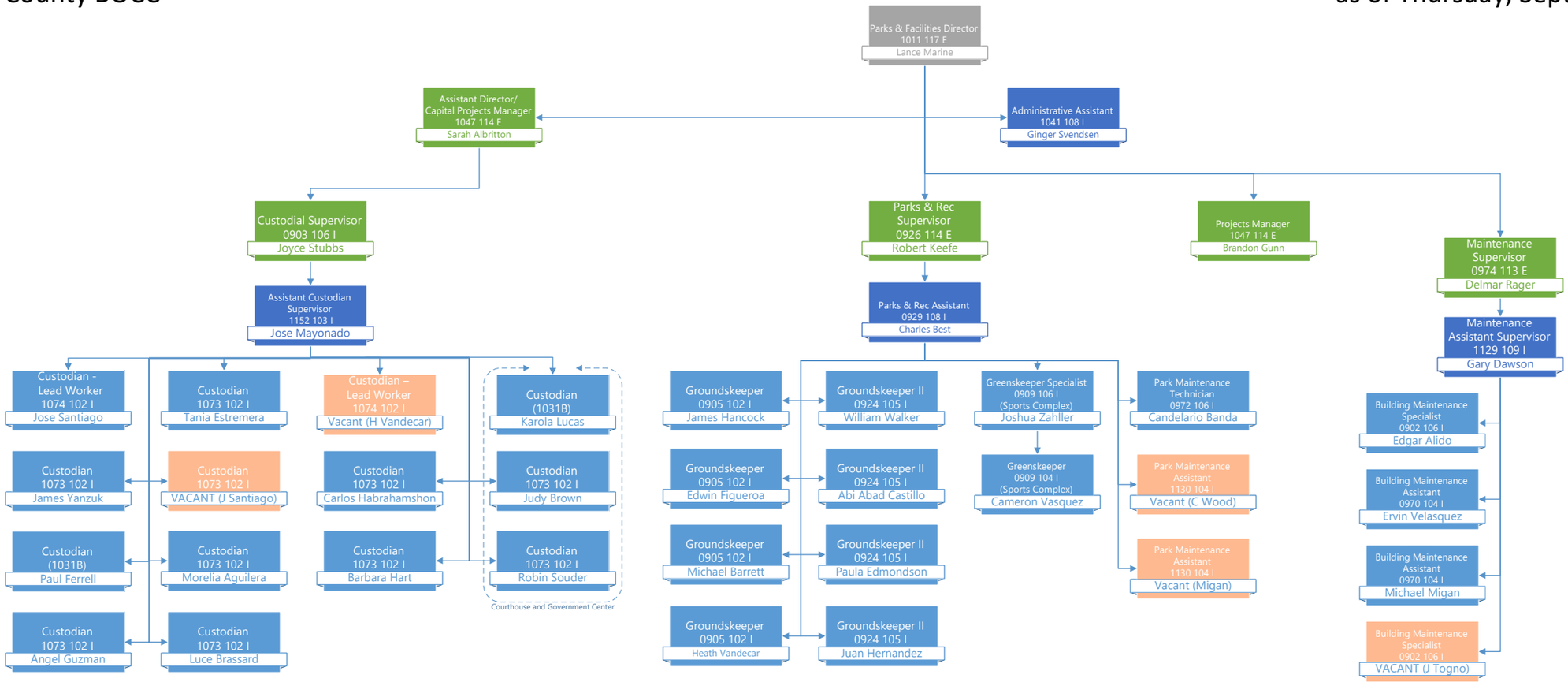

Public Safety Director
3200 121 E
Laney Stearns
Deputy Chief Fire Ops
1104 119 E
Mark Ellis
Emergency Mgmt Mgr
1080 116 E
Brian Newhouse
EM Planning Coordinator
1123 110 E
Corey Amundsen
EM Admin Assistant
0812 108 I
Vacant (J Cook)
EM Coordinator
1006 113 E
Jim Harris
Deputy Chief (Chief Deputy)
1103 119 E
Kelly Duppenthaler
Administrative Assistant
1119 108 I
Roxanna Taylor
Administrative Assistant
1119 108 I
Wanda Cole
Secretary II
0116 104 I
Robin Rondeau
Battalion Chief Dual 40-H
1105 308 I
Brett Hogan
Fire Marshal
1149 116 E
VACANT (M Rodde)
Warehouse Quartermaster
1136 110 I
VACANT (M Healy)
Logistics Technician
1131 105 I
Damian Smith
A
Battalion Chief Sngl 56 Hour
1107 307 I
Luke Andrews
Battalion Chief Single 56 Hour
1107 307 I FF/EMT
William Kingston
Captain FF Medic 56 Hr
1148 307 I
Kevin Cornine
Lieutenant Dual 56 Hour
1112 306 I FF/Medic
Daniel Ciorrocco
Lieutenant Dual 56 Hour
1113 305 I FF/EMT
Luis Rodriguez
EMT
0825 201 I
Frans Jansen
EMT
0825 201 I
Daniel Washington
Paramedic
0829 204 I
Marjorie Cauffield
Paramedic
0829 204 I
Trevor Cauffield
FF EMT 56 Hour
1115 301 I
VACANT (J Acosta)
FF EMT 56 Hour
1115 301 I
Brennen Adams
FF EMT 56 Hour
1115 301 I
Kyle Cooper
FF EMT 56 Hour
1115 301 I
Shane Milligan
FF EMT 56 Hour
1115 301 I
Jeffrey Moreira
FF EMT 56 Hour
1115 301 I
Amanda Nolet
FF EMT 56 Hour
1115 301 I
Brandon Poynor
FF EMT 56 Hour
1115 301 I
John Poynor
FF EMT 56 Hour
1115 301 I
Andrew Raspa
FF EMT 56 Hour
1115 301 I
Kelly Schwingel
FF EMT 56 Hour
1115 301 I
Kristy Wright
FF EMT 56 Hour
1115 301 I
Lynn Sorensen
FF EMT 56 Hour
1115 301 I
Milton Vargas
FF Medic 56 Hour
1114 305 I
Jarrod Akins
FF Medic FTO 56 Hour
1139 305 I
Brody Carr
FF Medic FTO 56 Hour
1139 305 I
Aaron Eures
FF Medic 56 Hour
1114 305 I
Jason Hobbs
FF Medic FTO 56 Hour
1114 305 I
Bradley Roberts
FF Medic 56 Hour
1114 305 I
Bryan Sands
FF Medic 56 Hour
1114 305 I
Kole Shagena
FF Medic FTO 56 Hour
1139 305 I
John Stanton
Lieutenant Dual 56 Hour
1112 306 I FF/Medic
Vacant (L Money)
A-SHIFT
B
Battalion Chief Dual 56 Hour
1122 308 I FF/Medic
Zack Smith
Battalion Chief Dual 56 Hour
1122 308 I FF/Medic
Dustin Fitch
Captain Paramedic
1036 205 I
Karin Richardson
Lieutenant Single 56 Hour
1113 305 I FF/EMT
Jose Ibanez
Lieutenant Single 56 Hour
1113 305 I FF/EMT
Joshua Sanders
Lieutenant Single 56 Hour
1113 305 I FF/EMT
Phillip Moore
EMT
0825 201 I
Bradley Batz
EMT
0825 201 I
Cannon BoBo
EMT
0825 201 I
Melissa Kowalski
Paramedic
0829 204 I
Jennifer Bidlack
Paramedic
0829 204 I
Kaylynn King
Paramedic
0829 204 I
Javier Peralta
Paramedic
0829 204 I
Mike Tallent
Paramedic
0829 204 I
Donald Walker
FF EMT 56 Hour
1115 301 I
Jack Arseneau
FF EMT 56 Hour
1115 301 I
Michael Jolin
FF EMT 56 Hour
1115 301 I
Anthony Molta
FF EMT 56 Hour
1115 301 I
Christopher Pelton
FF EMT 56 Hour
1115 301 I
Jonathan Senft
FF EMT 56 Hour
1115 301 I
Jayson Wolff 1 of 7
FF EMT 56 Hour
1115 301 I
John Wooten
FF Medic 56 Hour
1114 305 I
Trenton Carlisle
FF Medic FTO 56 Hour
1139 305 I
Chris Cruz
FF Medic 56 Hour
1114 305 I
Michael Faccini
FF Medic FTO 56 Hour
1139 305 I
Brandon Fitch
FF Medic 56 Hour
1114 305 I
Caylyn Gonzalez
FF Medic 56 Hour
1139 305 I
Nicholas Kerr
FF Medic FTO 56 Hour
1139 305 I
Wendy Roberts
FF Medic 56 Hour
1114 305 I
Nicholas White
FF Medic 56 Hour
1114 305 I
Joshua Zahn
FF EMT 56 Hour
1115 301 I
Matthew Beauchamp
FF EMT 56 Hour
1115 301 I
Tyler Zalecki
FF Medic 56 Hour
1114 305 I
Jeremiah Acosta
B-SHIFT
C
Battalion Chief Dual 56 H
1122 308 I FF/Medic
Kelly Hinkle
Battalion Chief Dual 56 H
1122 308 I FF/Medic
Larry Money
Captain FF Medic 56 Hour
1148 307 I
Tim Langston
Lieutenant Dual 56 Hour
1112 306 I FF/Medic
Kenneth Fritz
Lieutenant Dual 56 Hour
1112 306 I FF/Medic
Todd Barton
EMT
0825 201 I
Chad Emmons
Paramedic
0829 204 I
Todd Ellis
Paramedic
0829 204 I
Mark Fairfield
Paramedic FTO
1037 204 I
Jenna Levine
Paramedic
0829 204 I
Richie Revels
Paramedic
0829 204 I
Mike Swafford
FF EMT 56 Hour
1115 301 I
Jared Chaput
FF EMT 56 Hour
1115 301 I
Elizabeth Debree
FF EMT 56 Hour
1115 301 I
VACANT (J Dion)
FF EMT 56 Hour
1115 301 I
Shannon Elliott
FF EMT 56 Hour
1115 301 I
Jason Hernandez
FF EMT 56 Hour
1115 301 I
Ramon Hernandez
FF EMT 56 Hour
1115 301 I
Max Sherwood
FF EMT 56 Hr
1115 301 I
Chelsea Whitmire
FF EMT 56 Hour
1115 301 I
Ceceil Williams
FF Medic 56 Hour
1114 305 I
Dalton Day
FF Medic 56 Hour
1114 305 I
Alex Hernandez
FF Medic 56 Hour
1114 305 I
Richard Marquith
FF Medic 56 Hour
1114 305 I
Isaac Mucklow
FF Medic 56 Hour
1114 305 I
Carlos Navarrete
FF EMT 56 Hour
1115 301 I
Vacant (D Martindale)
Lieutenant Dual 56 Hour
1112 306 I
Vacant (K Cornine)
FF EMT 56 Hour
1115 301 I
Vacant - NEW
FF EMT 56 Hour
1115 301 I
Vacant - NEW
C-SHIFT
PURPLE = Provisional Position
(up to 7)

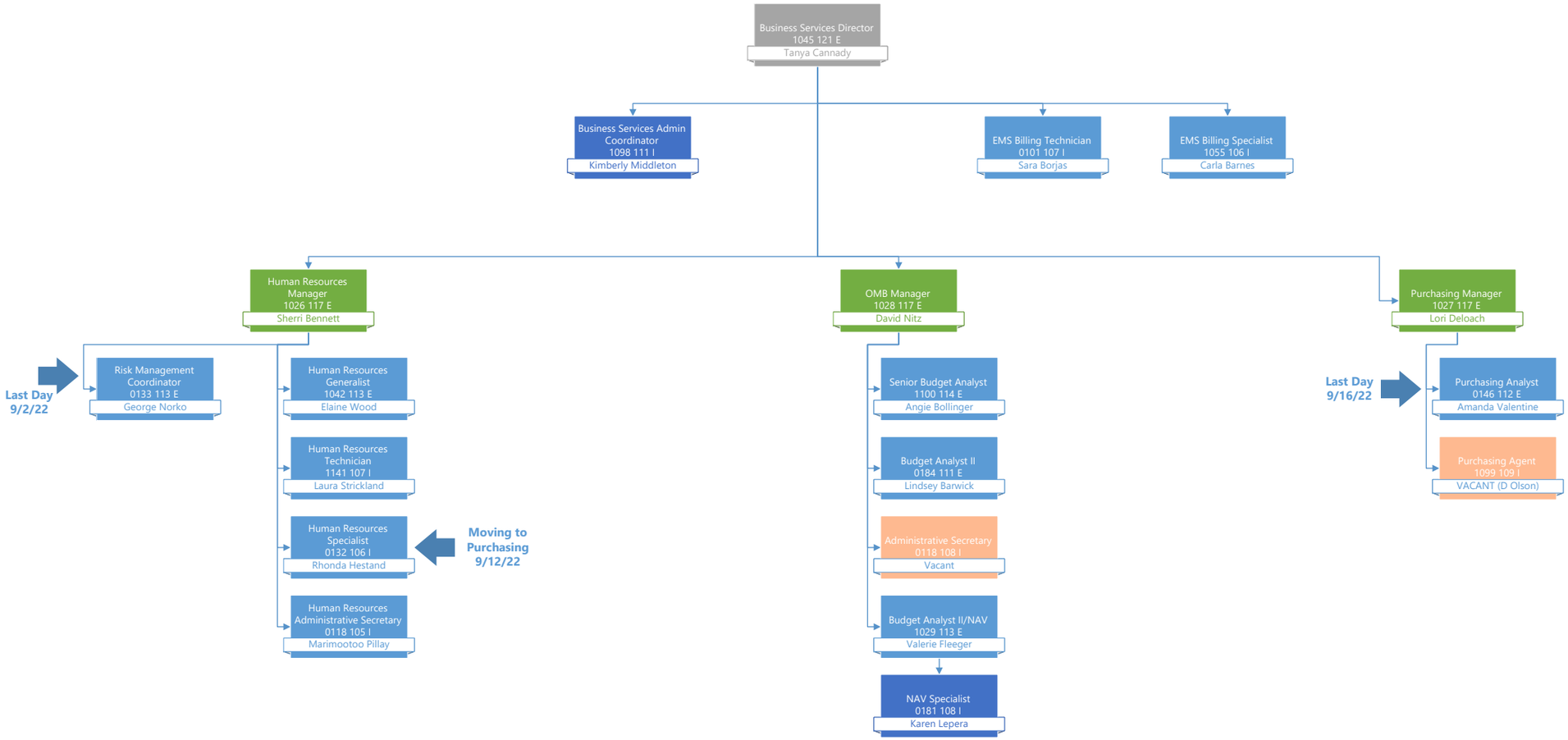
Highlands County BOCC

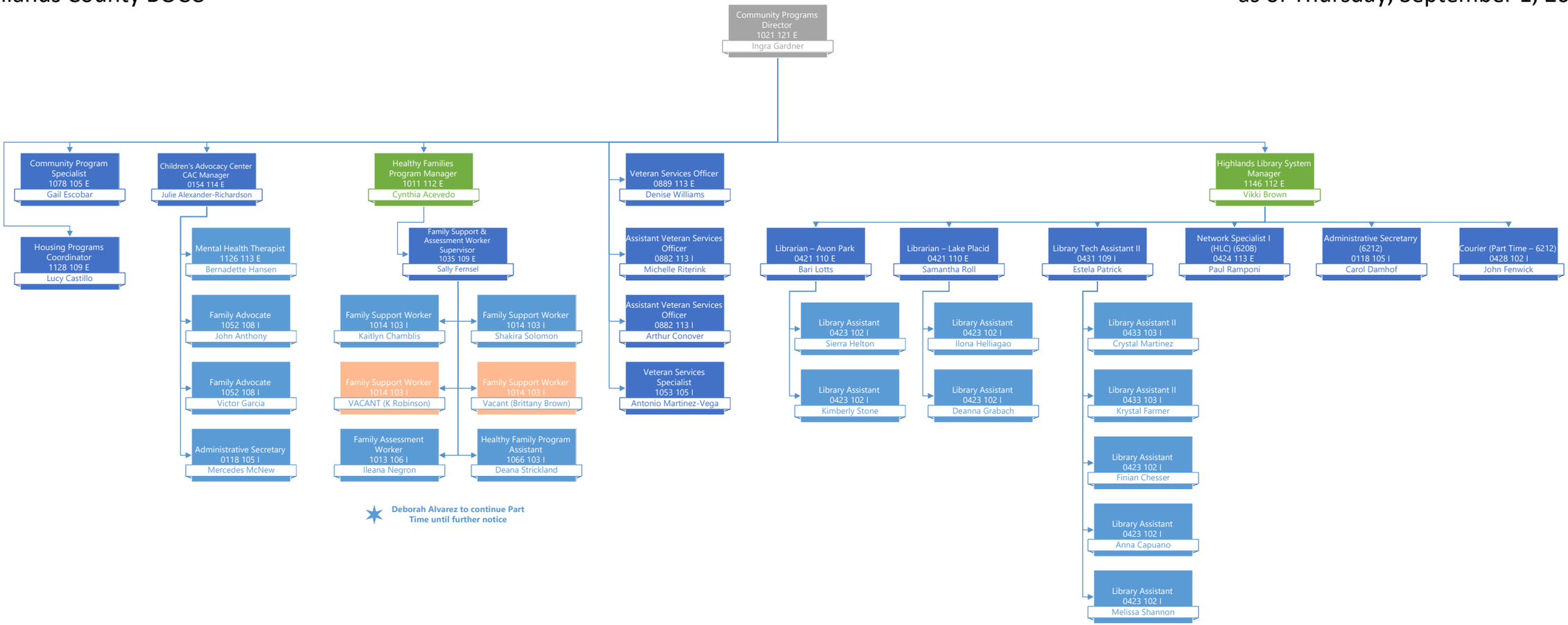
as of Thursday, September 1, 2022

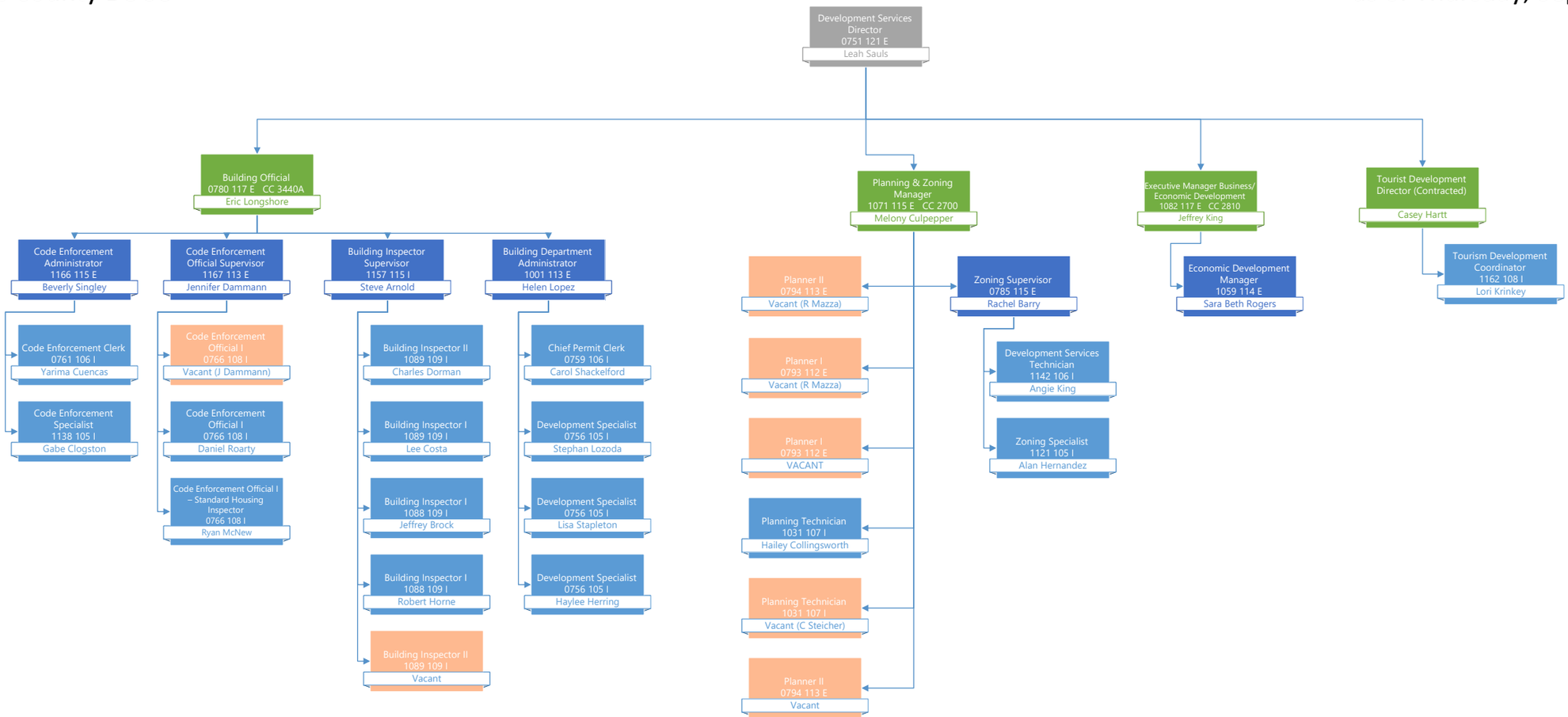


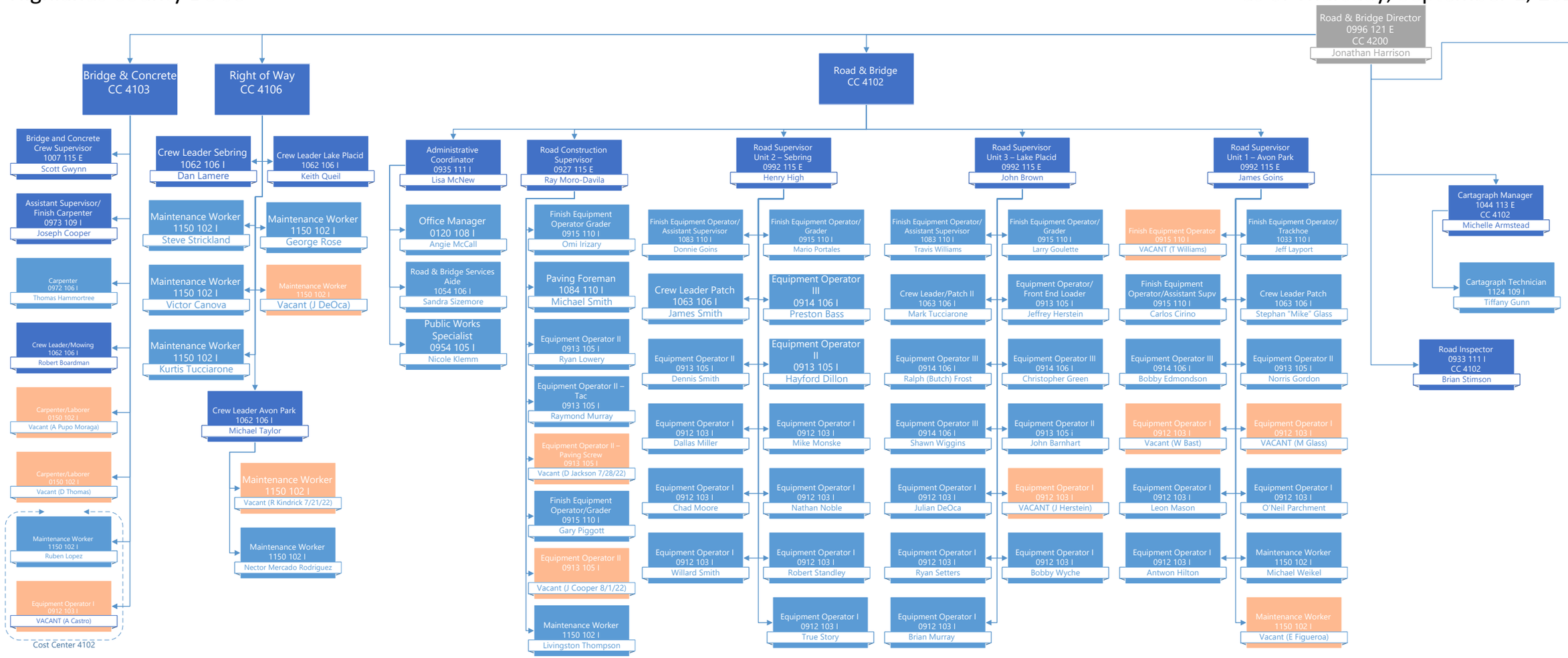
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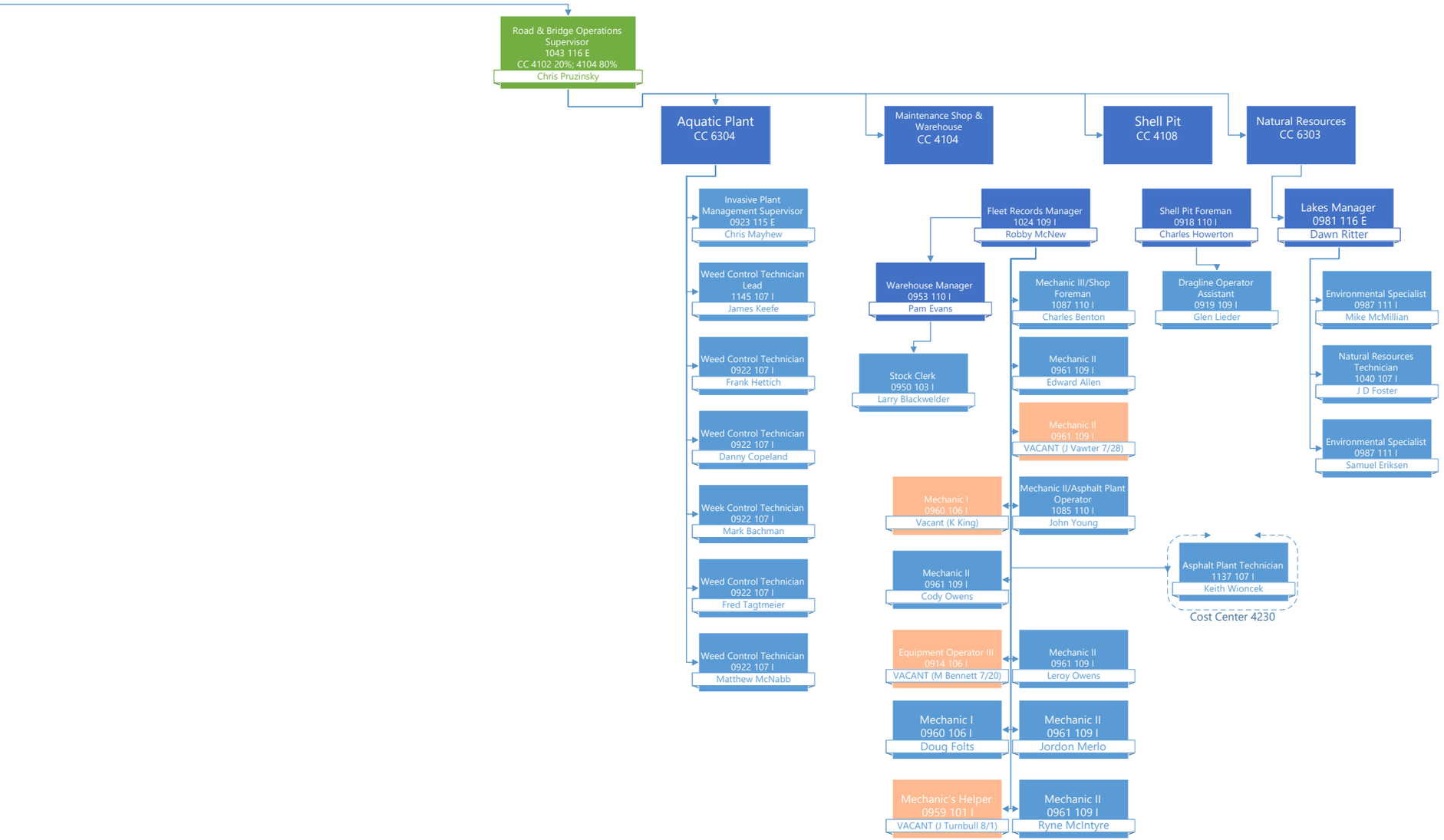

Parks & Facilities Director
1011 117 E
Lance Marine
Assistant Director/
Capital Projects Manager
1047 114 E
Sarah Albritton
Administrative Assistant
1041 108 I
Ginger Svendsen
Custodial Supervisor
0903 106 I
Joyce Stubbs
Parks & Rec
Supervisor
0926 114 E
Robert Keefe
Projects Manager
1047 114 E
Brandon Gunn
Maintenance
Supervisor
0974 113 E
Delmar Rager
Assistant Custodian
Supervisor
1152 103 I
Jose Mayonado
Parks & Rec Assistant
0929 108 I
Charles Best
Maintenance
Assistant Supervisor
1129 109 I
Gary Dawson
Custodian -
Lead Worker
1074 102 I
Jose Santiago
Custodian
1073 102 I
Tania Estremera
Custodian –
Lead Worker
1074 102 I
Vacant (H Vandecar)
Custodian
(1031B)
Karola Lucas
Custodian
1073 102 I
James Yanzuk
Custodian
1073 102 I
VACANT (J Santiago)
Custodian
1073 102 I
Carlos Habrahamshon
Custodian
1073 102 I
Judy Brown
Custodian
(1031B)
Paul Ferrell
Custodian
1073 102 I
Morelia Aguilera
Custodian
1073 102 I
Barbara Hart
Custodian
1073 102 I
Robin Souder
Courthouse and Government Center
Custodian
1073 102 I
Angel Guzman
Custodian
1073 102 I
Luce Brassard
Groundskeeper
0905 102 I
James Hancock
Groundskeeper II
0924 105 I
William Walker
Greenskeeper Specialist
0909 106 I
(Sports Complex)
Joshua Zahller
Park Maintenance
Technician
0972 106 I
Candelario Banda
Groundskeeper
0905 102 I
Edwin Figueroa
Groundskeeper II
0924 105 I
Abi Abad Castillo
Greenskeeper
0909 104 I
(Sports Complex)
Cameron Vasquez
Park Maintenance
Assistant
1130 104 I
Vacant (C Wood)
Groundskeeper
0905 102 I
Michael Barrett
Groundskeeper II
0924 105 I
Paula Edmondson
Park Maintenance
Assistant
1130 104 I
Vacant (Migan)
Groundskeeper
0905 102 I
Heath Vandecar
Groundskeeper II
0924 105 I
Juan Hernandez
Building Maintenance
Specialist
0902 106 I
Edgar Alido
Building Maintenance
Assistant
0970 104 I
Ervin Velasquez
Building Maintenance
Assistant
0970 104 I
Michael Migan
Building Maintenance
Specialist
0902 106 I
VACANT (J Togno)

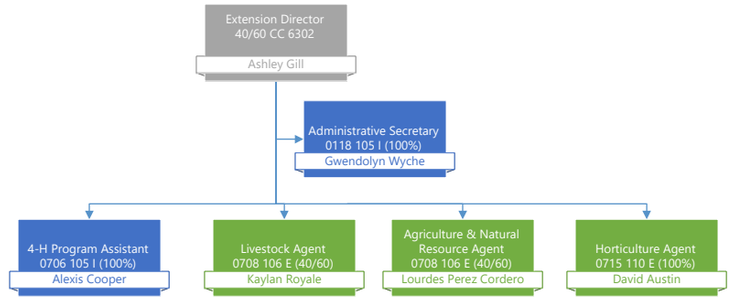

Business Services Director
1045 121 E
Tanya Cannady
Business Services Admin Coordinator
1098 111 I
Kimberly Middleton
EMS Billing Technician
0101 107 I
Sara Borjas
EMS Billing Specialist
1055 106 I
Carla Barnes
Human Resources Manager
1026 117 E
Sherri Bennett
OMB Manager
1028 117 E
David Nitz
Purchasing Manager
1027 117 E
Lori Deloach
Last Day
9/2/22
Risk Management Coordinator
0133 113 E
George Norko
Human Resources Generalist
1042 113 E
Elaine Wood
Human Resources Technician
1141 107 I
Laura Strickland
Human Resources Specialist
0132 106 I
Rhonda Hestand
Moving to Purchasing
9/12/22
Human Resources Administrative Secretary
0118 105 I
Marimootoo Pillay
Senior Budget Analyst
1100 114 E
Angie Bollinger
Budget Analyst II
0184 111 E
Lindsey Barwick
Administrative Secretary
0118 108 I
Vacant
Budget Analyst II/NAV
1029 113 E
Valerie Fleeger
NAV Specialist
0181 108 I
Karen Lepera
Last Day
9/16/22
Purchasing Analyst
0146 112 E
Amanda Valentine
Purchasing Agent
1099 109 I
VACANT (D Olson)

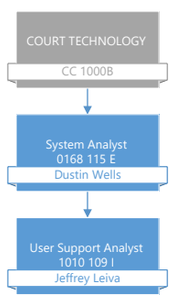

Community Programs Director
1021 121 E
Ingra Gardner
Community Program Specialist
1078 105 E
Gail Escobar
Housing Programs Coordinator
1128 109 E
Lucy Castillo
Children's Advocacy Center CAC Manager
0154 114 E
Julie Alexander-Richardson
Mental Health Therapist
1126 113 E
Bernadette Hansen
Family Advocate
1052 108 I
John Anthony
Family Advocate
1052 108 I
Victor Garcia
Administrative Secretary
0118 105 I
Mercedes McNew
Healthy Families Program Manager
1011 112 E
Cynthia Acevedo
Family Support & Assessment Worker Supervisor
1035 109 E
Sally Fernsel
Family Support Worker
1014 103 I
Kaitlyn Chamblis
Family Support Worker
1014 103 I
Shakira Solomon
Family Support Worker
1014 103 I
VACANT (K Robinson)
Family Support Worker
1014 103 I
Vacant (Brittany Brown)
Family Assessment Worker
1013 106 I
Ileana Negron
Healthy Family Program Assistant
1066 103 I
Deana Strickland
Deborah Alvarez to continue Part Time until further notice
Veteran Services Officer
0889 113 E
Denise Williams
Assistant Veteran Services Officer
0882 113 I
Michelle Riterink
Assistant Veteran Services Officer
0882 113 I
Arthur Conover
Veteran Services Specialist
1053 105 I
Antonio Martinez-Vega
Highlands Library System Manager
1146 112 E
Vikki Brown
Librarian – Avon Park
0421 110 E
Bari Lotts
Library Assistant
0423 102 I
Sierra Helton
Library Assistant
0423 102 I
Kimberly Stone
Librarian – Lake Placid
0421 110 E
Samantha Roll
Library Assistant
0423 102 I
Ilona Helliagao
Library Assistant
0423 102 I
Deanna Grabach
Library Tech Assistant II
0431 109 I
Estela Patrick
Library Assistant II
0433 103 I
Crystal Martinez
Library Assistant II
0433 103 I
Krystal Farmer
Library Assistant
0423 102 I
Finian Chesser
Library Assistant
0423 102 I
Anna Capuano
Library Assistant
0423 102 I
Melissa Shannon
Network Specialist I (HLC) (6208)
0424 113 E
Paul Ramponi
Administrative Secretarry (6212)
0118 105 I
Carol Damhof
Courier (Part Time – 6212)
0428 102 I
John Fenwick

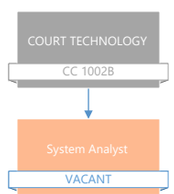

Development Services Director
0751 121 E
Leah Sauls
Building Official
0780 117 E CC 3440A
Eric Longshore
Code Enforcement Administrator
1166 115 E
Beverly Singley
Code Enforcement Clerk
0761 106 I
Yarima Cuencas
Code Enforcement Specialist
1138 105 I
Gabe Clogston
Code Enforcement Official Supervisor
1167 113 E
Jennifer Dammann
Code Enforcement Official I
0766 108 I
Vacant (J Dammann)
Code Enforcement Official I
0766 108 I
Daniel Roarty
Code Enforcement Official I – Standard Housing Inspector
0766 108 I
Ryan McNew
Building Inspector Supervisor
1157 115 I
Steve Arnold
Building Inspector II
1089 109 I
Charles Dorman
Building Inspector I
1089 109 I
Lee Costa
Building Inspector I
1088 109 I
Jeffrey Brock
Building Inspector I
1088 109 I
Robert Horne
Building Inspector II
1089 109 I
Vacant
Building Department Administrator
1001 113 E
Helen Lopez
Chief Permit Clerk
0759 106 I
Carol Shackelford
Development Specialist
0756 105 I
Stephan Lozoda
Development Specialist
0756 105 I
Lisa Stapleton
Development Specialist
0756 105 I
Haylee Herring
Planning & Zoning Manager
1071 115 E CC 2700
Melony Culpepper
Planner II
0794 113 E
Vacant (R Mazza)
Planner I
0793 112 E
Vacant (R Mazza)
Planner I
0793 112 E
VACANT
Planning Technician
1031 107 I
Hailey Collingsworth
Planning Technician
1031 107 I
Vacant (C Steicher)
Planner II
0794 113 E
Vacant
Zoning Supervisor
0785 115 E
Rachel Barry
Development Services Technician
1142 106 I
Angie King
Zoning Specialist
1121 105 I
Alan Hernandez
Executive Manager Business/ Economic Development
1082 117 E CC 2810
Jeffrey King
Economic Development Manager
1059 114 E
Sara Beth Rogers
Tourist Development Director (Contracted)
Casey Hartt
Tourism Development Coordinator
1162 108 I
Lori Krinkey


Road & Bridge Director
0996 121 E
CC 4200
Jonathan Harrison
Bridge & Concrete
CC 4103
Right of Way
CC 4106
Road & Bridge
CC 4102
Bridge and Concrete Crew Supervisor
1007 115 E
Scott Gwynn
Assistant Supervisor/ Finish Carpenter
0973 109 I
Joseph Cooper
Carpenter
0972 106 I
Thomas Hammortree
Crew Leader/Mowing
1062 106 I
Robert Boardman
Carpenter/Laborer
0150 102 I
Vacant (A Pupo Moraga)
Carpenter/Laborer
0150 102 I
Vacant (D Thomas)
Maintenance Worker
1150 102 I
Ruben Lopez
Equipment Operator I
0912 103 I
VACANT (A Castro)
Cost Center 4102
Crew Leader Sebring
1062 106 I
Dan Lamere
Crew Leader Lake Placid
1062 106 I
Keith Queil
Maintenance Worker
1150 102 I
Steve Strickland
Maintenance Worker
1150 102 I
George Rose
Maintenance Worker
1150 102 I
Victor Canova
Maintenance Worker
1150 102 I
Vacant (J DeOca)
Maintenance Worker
1150 102 I
Kurtis Tucciarone
Crew Leader Avon Park
1062 106 I
Michael Taylor
Maintenance Worker
1150 102 I
Vacant (R Kindrick 7/21/22)
Maintenance Worker
1150 102 I
Nector Mercado Rodriguez
Administrative Coordinator
0935 111 I
Lisa McNew
Office Manager
0120 108 I
Angie McCall
Road & Bridge Services Aide
1054 106 I
Sandra Sizemore
Public Works Specialist
0954 105 I
Nicole Klemm
Road Construction Supervisor
0927 115 E
Ray Moro-Davila
Finish Equipment Operator Grader
0915 110 I
Omi Irizary
Paving Foreman
1084 110 I
Michael Smith
Equipment Operator II
0913 105 I
Ryan Lowery
Equipment Operator II – Tac
0913 105 I
Raymond Murray
Equipment Operator II – Paving Screw
0913 105 I
Vacant (D Jackson 7/28/22)
Finish Equipment Operator/Grader
0915 110 I
Gary Piggott
Equipment Operator II
0913 105 I
Vacant (J Cooper 8/1/22)
Maintenance Worker
1150 102 I
Livingston Thompson
Road Supervisor Unit 2 – Sebring
0992 115 E
Henry High
Finish Equipment Operator/ Assistant Supervisor
1083 110 I
Donnie Goins
Crew Leader Patch
1063 106 I
James Smith
Equipment Operator II
0913 105 I
Dennis Smith
Equipment Operator I
0912 103 I
Dallas Miller
Equipment Operator I
0912 103 I
Chad Moore
Equipment Operator I
0912 103 I
Willard Smith
Finish Equipment Operator/ Grader
0915 110 I
Mario Portales
Equipment Operator III
0914 106 I
Preston Bass
Equipment Operator II
0913 105 I
Hayford Dillon
Equipment Operator I
0912 103 I
Mike Monske
Equipment Operator I
0912 103 I
Nathan Noble
Equipment Operator I
0912 103 I
Robert Standley
Equipment Operator I
0912 103 I
True Story
Road Supervisor Unit 3 – Lake Placid
0992 115 E
John Brown
Finish Equipment Operator/ Assistant Supervisor
1083 110 I
Travis Williams
Crew Leader/Patch II
1063 106 I
Mark Tucciarone
Equipment Operator III
0914 106 I
Ralph (Butch) Frost
Equipment Operator III
0914 106 I
Shawn Wiggins
Equipment Operator I
0912 103 I
Julian DeOca
Equipment Operator I
0912 103 I
Ryan Setters
Equipment Operator I
0912 103 I
Brian Murray
Finish Equipment Operator/ Grader
0915 110 I
Larry Goulette
Equipment Operator/ Front End Loader
0913 105 I
Jeffrey Herstein
Equipment Operator III
0914 106 I
Christopher Green
Equipment Operator II
0913 105 I
John Barnhart
Equipment Operator I
0912 103 I
VACANT (J Herstein)
Equipment Operator I
0912 103 I
Bobby Wyche
Road Supervisor Unit 1 – Avon Park
0992 115 E
James Goins
Finish Equipment Operator
0915 110 I
VACANT (T Williams)
Finish Equipment Operator/Assistant Supv
0915 110 I
Carlos Cirino
Equipment Operator III
0914 106 I
Bobby Edmondson
Equipment Operator I
0912 103 I
Vacant (W Bast)
Equipment Operator I
0912 103 I
Leon Mason
Equipment Operator I
0912 103 I
Antwon Hilton
Finish Equipment Operator/ Trackhoe
1033 110 I
Jeff Layport
Crew Leader Patch
1063 106 I
Stephan "Mike" Glass
Equipment Operator II
0913 105 I
Norris Gordon
Equipment Operator I
0912 103 I
VACANT (M Glass)
Equipment Operator I
0912 103 I
O'Neil Parchment
Maintenance Worker
1150 102 I
Michael Weikel
Maintenance Worker
1150 102 I
Vacant (E Figueroa)
Cartagraph Manager
1044 113 E
CC 4102
Michelle Armstead
Cartagraph Technician
1124 109 I
Tiffany Gunn
Road Inspector
0933 111 I
CC 4102
Brian Stimson


Road & Bridge Operations Supervisor
1043 116 E
CC 4102 20%; 4104 80%
Chris Pruzinsky
Aquatic Plant
CC 6304
Maintenance Shop & Warehouse
CC 4104
Shell Pit
CC 4108
Natural Resources
CC 6303
Invasive Plant Management Supervisor
0923 115 E
Chris Mayhew
Weed Control Technician Lead
1145 107 I
James Keefe
Weed Control Technician
0922 107 I
Frank Hettich
Weed Control Technician
0922 107 I
Danny Copeland
Week Control Technician
0922 107 I
Mark Bachman
Weed Control Technician
0922 107 I
Fred Tagtmeier
Weed Control Technician
0922 107 I
Matthew McNabb
Fleet Records Manager
1024 109 I
Robby McNew
Warehouse Manager
0953 110 I
Pam Evans
Stock Clerk
0950 103 I
Larry Blackwelder
Mechanic III/Shop Foreman
1087 110 I
Charles Benton
Mechanic II
0961 109 I
Edward Allen
Mechanic II
0961 109 I
VACANT (J Vawter 7/28)
Mechanic I
0960 106 I
Vacant (K King)
Mechanic II/Asphalt Plant Operator
1085 110 I
John Young
Mechanic II
0961 109 I
Cody Owens
Asphalt Plant Technician
1137 107 I
Keith Wioncek
Cost Center 4230
Equipment Operator III
0914 106 I
VACANT (M Bennett 7/20)
Mechanic II
0961 109 I
Leroy Owens
Mechanic I
0960 106 I
Doug Folts
Mechanic II
0961 109 I
Jordon Merlo
Mechanic's Helper
0959 101 I
VACANT (J Turnbull 8/1)
Mechanic II
0961 109 I
Ryne McIntyre
Shell Pit Foreman
0918 110 I
Charles Howerton
Dragline Operator Assistant
0919 109 I
Glen Lieder
Lakes Manager
0981 116 E
Dawn Ritter
Environmental Specialist
0987 111 I
Mike McMillian
Natural Resources Technician
1040 107 I
J D Foster
Environmental Specialist
0987 111 I
Samuel Eriksen


Extension Director
40/60 CC 6302
Ashley Gill
Administrative Secretary
0118 105 I (100%)
Gwendolyn Wyche
4-H Program Assistant
0706 105 I (100%)
Alexis Cooper
Livestock Agent
0708 106 E (40/60)
Kaylan Royale
Agriculture & Natural Resource Agent
0708 106 E (40/60)
Lourdes Perez Cordero
Horticulture Agent
0715 110 E (100%)
David Austin


COURT TECHNOLOGY
CC 1000B
System Analyst
0168 115 E
Dustin Wells
User Support Analyst
1010 109 I
Jeffrey Leiva


COURT TECHNOLOGY
CC 1002B
System Analyst
VACANT

Approved Positions:
5 Elected

361 Full Time Employees
3 Part Time Employees
58 FT Vacancies
0 PT Vacancy
= 427 TOTAL

Also:
2 Contract Employees (plus 1 Vac)
Various OPS
1 temp PT

As of Thursday, September 1, 2022

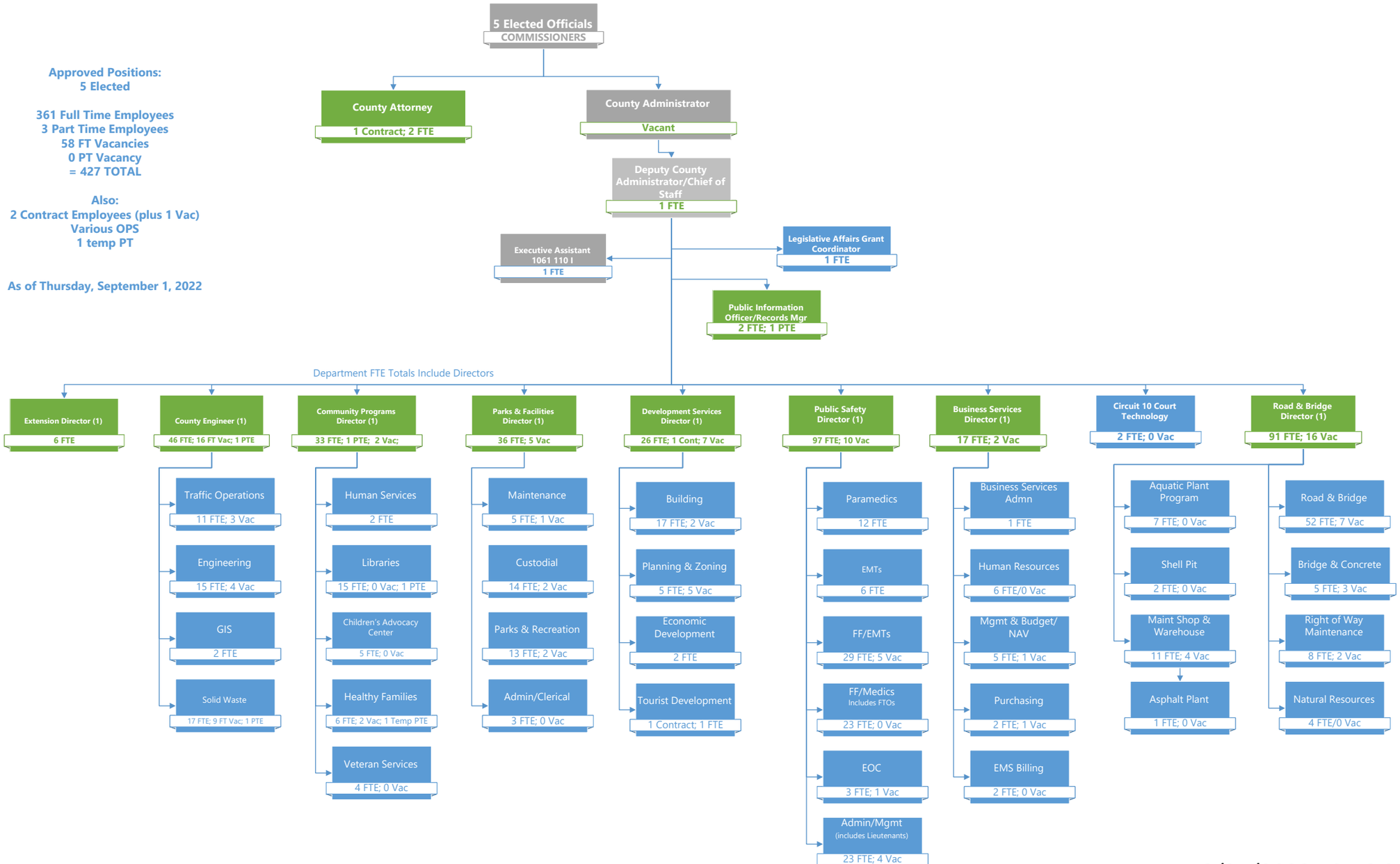


Table of Contents

000 – GENERAL PROVISIONS 10
POLICY 001 - FUNCTIONS OF THIS MANUAL 11
001:1 GENERAL PROVISIONS 11
001:2 CONFLICT WITH STATUTES 11
POLICY 002 - EMPLOYMENT AT-WILL 12
002:1 GENERAL PROVISIONS 12
POLICY 003- CODE OF EMPLOYER-EMPLOYEE RELATIONS 13
003:1 GENERAL PROVISIONS 13
POLICY 004 - PERSONNEL RECORDS 14
004:1 EMPLOYMENT RECORDS 14
004:2 INSPECTION OF PERSONNEL RECORDS 14
004:3 REPORTS 15
POLICY 005 - SOLICITATION AND DISTRIBUTION 16
005:1 GENERAL PROVISIONS 16
100 – EMPLOYEE BEHAVIOR 17
POLICY 101 - BEHAVIOR OF EMPLOYEES 18
101:1 GENERAL PROVISIONS 18
POLICY 102 - ATTENDANCE AND PUNCTUALITY 19
102:1 GENERAL PROVISIONS 19
POLICY 103 - PERSONAL APPEARANCE OF EMPLOYEES 20
103:1 GENERAL PROVISIONS 20
POLICY 104 -TOBACCO-FREE WORKPLACE 21
104:1 DEFINITIONS 21
104:2 GENERAL PROVISIONS 21
104:3 VIOLATIONS 21
104:4 TOBACCO USE CESSATION PROGRAMS 22
POLICY 105 - DRUG–FREE WORKPLACE 23
105:1 SCOPE 23
105:2 DEFINITIONS 23
105:3 POLICY OBJECTIVES 24
105:4 ADMINISTRATION 24
105:5 TYPES OF TESTS 24
105:6 DRUG-FREE AWARENESS PROGRAM 25

105:7 ASSISTANCE IN OVERCOMING ILLEGAL DRUG USE OR CONTROLLED SUBSTANCE ABUSE 25
105:8 AUTHORIZED USE OF PRESCRIBED MEDICINE 26
105:9 LIST OF DRUGS 26
105:10 CONSULT THE LABORATORY 26
105:11 RIGHT TO APPEAL 26
105:12 CONFIDENTIALITY 26
105:13 WORKERS' COMPENSATION 26
105:14 ALCOHOL USE OR POSSESSION ON COUNTY PREMISE 26
105:15 ALCOHOL OR DRUG ASSISTANCE PROGRAMS 26
105:16 PROHIBITIONS 27
105:17 GROUNDS FOR TERMINATION OR DISCIPLINE 27
200 – SAFETY AND ETHICS 28
POLICY 201 - WORKPLACE SAFETY 29
201:1 SAFETY 29
POLICY 202 - WORKPLACE VIOLENCE 31
202:1 VIOLENCE DEFINED 31
202:2 RESPONSIBILITIES 31
202:3 INVESTIGATION OF ALLEGATIONS 31
202:3(a) INVESTIGATION ASSIGNMENT AND PROCEDURE 31
202:3(b) COOPERATION AND CONFIDENTIALITY 32
202:3(c) RETALIATION PROHIBITED 32
POLICY 203 - HARASSMENT POLICY 33
203:1 POLICY 33
203:2 DEFINITION 33
203:3 SEXUAL HARASSMENT 33
203:4 EXAMPLES OF OTHER INAPPROPRIATE BEHAVIOR 33
203:5 INTERNAL COMPLAINT PROCEDURES 34
203:5(a) REPORTING COMPLAINTS 34
203:5(b) INVESTIGATION OF ALLEGATIONS 34
203:5(c) COOPERATION & CONFIDENTIALITY 35
203:5(d) RETALIATION PROHIBITED 35
203:5(e) KNOWINGLY FALSE COMPLAINTS/ACCUSATIONS 35
203:6 HARASSMENT AVOIDANCE TRAINING 35
POLICY 204 - CODE OF ETHICS 36
204:1 GENERAL PROVISIONS 36

204:2 GIFTS TO COUNTY EMPLOYEES 36
204:3 CONFLICTS OF INTEREST 36
204:4 POLITICAL ACTIVITIES AND UNLAWFUL ACTS 37
204:5 ADMINISTRATION OF THE CODE OF ETHICS 37
POLICY 205 - EQUAL EMPLOYMENT OPPORTUNITY 38
205:1 GENERAL PROVISIONS 38
205:2 EMPLOYMENT 38
205:3 REASONABLE ACCOMMODATIONS FOR PERSONS WITH DISABILITIES 39
205:4 AGE DISCRIMINATION 39
205:5 COMPLAINTS 40
POLICY 206 - AMERICANS WITH DISABILITIES NON-DISCRIMINATION POLICY 41
206:1 GENERAL PROVISIONS 41
206:2 COMPLAINTS 41
POLICY 207 - DISCRIMINATION COMPLAINT 42
207:1 PROCEDURES 42
207:2 RECORDS 42
300 - ELECTRONIC SYSTEMS, TECHNOLOGY, AND COMMUNICATIONS 43
POLICY 301 - USE OF COMMUNICATION SYSTEMS AND TECHNOLOGY 44
301:1 GENERAL PROVISIONS 44
301:2 PERSONAL USE OF COUNTY TECHNOLOGY 44
POLICY 302 - ELECTRONIC MESSAGES 46
302:1 SCOPE 46
302:2 ELECTRONIC MESSAGES 46
302:2(a) FOR THOSE HAVING AN ASSIGNED COUNTY E-MAIL ADDRESS 46
302:2(b) FOR THOSE NOT HAVING AN ASSIGNED COUNTY E-MAIL ADDRESS 46
POLICY 303 - SOCIAL MEDIA POLICY 48
303:1 SCOPE 48
303:2 COUNTY-SPONSORED SOCIAL MEDIA 48
303:3 COVERED PERSON'S PERSONAL SOCIAL MEDIA 48
400 - EMPLOYMENT 50
POLICY 401 - HIRING 51
401:1 GENERAL PROVISIONS 51
401:2 PERSONNEL REQUISITIONS 52
401:3 VETERAN PREFERENCE 52
401:4 RECRUITING 53
401:5 PRIVATE EMPLOYMENT AGENCIES 54

401:6 JOB POSTING 54
401:7 ADVERTISING 55
POLICY 402 - APPLICANTS FOR EMPLOYMENT 56
402:1 GENERAL PROVISIONS 56
402:2 PROCEDURES 56
402:3 INTERVIEW 57
402:4 OTHER PERSONNEL SERVICES (OPS) 57
402:5 CONDITIONAL OFFER OF EMPLOYMENT AND PROCESSING 58
402:6 PHYSICAL EXAMINATION 58
402:7 E-VERIFY 59
POLICY 403 - APPOINTMENT 60
403:1 APPOINTMENT TYPES 60
403:2 ORIGINAL APPOINTMENTS 60
403:3 REINSTATEMENT 61
403:4 PROMOTION 61
403:5 DEMOTION 62
403:6 POSITION OVERLAP 62
POLICY 404 - NEPOTISM & FRATERNIZATION 63
404:1 NEPOTISM 63
404:2 FRATERNIZATION 63
POLICY 405 - JOB CLASSIFICATIONS 64
405:1 GENERAL PROVISIONS 64
405:2 PAY GRADES 64
405:3 JOB DESCRIPTIONS 65
405:4 RECLASSIFICATION 65
405:5 LEAD WORKERS 66
405:6 HAZMAT AND TECHNICAL RESCUE PAY 66
405:7 FIRE RESCUE 66
POLICY 406 - WHITE COLLAR EXEMPTION 68
406:1 GENERAL PROVISIONS 68
406:2 PERMISSIBLE EXEMPT SALARY DEDUCTIONS 68
406:3 COMPLAINT PROCEDURE 69
POLICY 407 - LATERAL TRANSFER 70
407:1 GENERAL PROVISIONS 70
POLICY 408 - REASSIGNMENT 71
408:1 GENERAL PROVISIONS 71

POLICY 409 - SECONDARY EMPLOYMENT 72
409:1 GENERAL PROVISIONS 72
409:2 PROCEDURE 72
409:3 APPROVAL AND CANCELLATION 72
409:4 ADDITIONAL CONDITIONS 72
POLICY 410 - SUPPLEMENTAL WORKFORCE 74
410:1 GENERAL PROVISIONS 74
410:2 PART-TIME EMPLOYEES (NON-OPS) 74
POLICY 411 - VOLUNTEER 75
411:1 GENERAL PROVISIONS 75
411:2 DEFINITION 75
411:3 PROCEDURES 75
411:4 TRAINING 75
411:5 SUPERVISION 76
411:6 REPORTING REQUIREMENTS 76
411:7 PERSONAL INJURY 76
411:8 DAMAGE TO VOLUNTEER PROPERTY 76
411:9 DRIVING 76
411:10 DAMAGE TO PRIVATE PROPERTY 76
POLICY 412 - LAYOFF POLICY 77
412:1 GENERAL PROVISIONS 77
POLICY 413 - SEPARATION OF EMPLOYMENT 78
413:1 GENERAL PROVISIONS 78
413:2 ADMINISTRATIVE SEPARATION 78
413:3 RUNNING FOR PUBLIC OFFICE 79
POLICY 414 - RETIREMENT 80
414:1 GENERAL PROVISIONS 80
500 – THE WORKPLACE 81
POLICY 501 - ORIENTATION AND TRAINING 82
501:1 GENERAL PROVISIONS 82
POLICY 502 - PROBATIONARY PERIOD 83
502:1 GENERAL PROVISIONS 83
POLICY 503 - HOURS OF WORK 84
503:1 GENERAL PROVISIONS 84
503:2 WORK SCHEDULES 84
503:3 MEAL AND BREAK PERIODS 84

503:4 HOURS NOT WORKED 85
503:5 TRAINING AND OFFSITE WORK 85
POLICY 504 - OVERTIME, COMPENSATORY TIME, AND SHIFT DIFFERENTIAL 86
504:1 OVERTIME 86
504:2 COMPENSATORY TIME 86
POLICY 505 - ALTERNATIVE WORK ARRANGEMENTS 88
505:1 GENERAL PROVISIONS 88
505:2 REMOTE WORK PROGRAM 89
POLICY 506 - TIMESHEETS AND RECORD KEEPING 93
506:1 GENERAL PROVISIONS 93
POLICY 507 - EDUCATIONAL ASSISTANCE 94
POLICY 508 - EMPLOYEE AWARDS 95
508:1 YEARS OF SERVICE AWARDS 95
508:2 EMPLOYEE OF THE QUARTER AWARDS 95
POLICY 509 - EMPLOYEE REFERRAL PROGRAM POLICY 97
509:1 ELIGIBILITY AND PARTICIPATION 97
509:2 REFERRAL AMOUNT 97
509:3 ADMINISTRATION OF REFERRAL BONUS PROGRAM 97
600 - LEAVE 99
POLICY 601 - SICK LEAVE 100
601:1 GENERAL PROVISIONS 100
601:2 SICK LEAVE ACCRUAL GENERAL 100
601:3(a) SICK LEAVE ACCRUAL 101
601:3(b) SICK LEAVE ACCRUAL 101
601:4 AUTHORIZED USES OF SICK LEAVE 101
601:5 WHEN SICK LEAVE IS EXHAUSTED 101
601:6 SICK LEAVE REIMBURSEMENT 102
601:7 TRANSFER OF SICK LEAVE UPON SEPARATION 102
POLICY 602 - SICK LEAVE POOL 104
602:1 REQUIREMENTS 104
602:2 JOINING THE SICK LEAVE POOL 104
602:3 CONDITIONS 104
602:4 SICK LEAVE POOL COMMITTEE 105
POLICY 603 - ANNUAL LEAVE 106
603:1 GENERAL PROVISIONS 106
603:2(a) EARNING ANNUAL LEAVE 107

603:2(b) EARNING ANNUAL LEAVE 107
603:3 ANNUAL LEAVE PAYOUT 108
POLICY 604 - HOLIDAYS 109
604:1 GENERAL PROVISIONS 109
604:2 FLOATING HOLIDAY 110
POLICY 605 - LEAVE OF ABSENCE 111
605:1 GENERAL PROVISIONS 111
605:2 BENEFITS COVERAGE DURING LEAVE 111
POLICY 606 - FAMILY MEDICAL LEAVE 112
606:1 GENERAL PROVISIONS 112
606:2 REASONS FOR LEAVE AND CONDITIONS/RESTRICTIONS 112
606:3 TRACKING AND AVAILABILITY OF LEAVE 113
606:4 REQUESTS FOR LEAVE 113
606:5 NOTICE OF LEAVE 114
606:6 MEDICAL CERTIFICATION OF LEAVE 115
606:7 BENEFITS COVERAGE DURING LEAVE 115
606:8 RESTORATION OF EMPLOYMENT 116
606:9 CONTACT AND COMMUNICATION GUIDELINES 116
606:10 RETURN FROM LEAVE 116
606:11 FAILURE TO RETURN FROM LEAVE 117
606:12 RELATIONSHIP TO THE AMERICANS WITH DISABILITIES ACT 117
POLICY 607 - MILITARY FAMILY MEDICAL LEAVE 118
607:1 GENERAL PROVISIONS 118
607:2 MILITARY CAREGIVER LEAVE 118
607:3 MILITARY EXIGENCY LEAVE 118
POLICY 608 - DOMESTIC VIOLENCE LEAVE 121
608:1 QUALIFYING FOR DOMESTIC VIOLENCE LEAVE 121
POLICY 609 - ADMINISTRATIVE LEAVES 122
609:1 BEREAVEMENT 122
609:2 COURT APPEARANCES 122
609:3 VOTING 123
609:4 EXAMINATIONS 123
609:5 MILITARY DUTY LEAVE 123
POLICY 610 - WORKERS' COMPENSATION LEAVE 124
610:1 GENERAL PROVISIONS 124
610:2 RETURN AFTER WORKERS COMPENSATION LEAVE 125

610:3 FAILURE TO RETURN AFTER WORKERS COMPENSATION LEAVE 125
700 – PAY PRACTICES 126
POLICY 701 - SALARY ADMINISTRATION 127
701:1 GENERAL PROVISIONS 127
701:2 OUT-OF-CLASS STATUS 127
701:3 DESIGNEE PAY 128
POLICY 702 - PERFORMANCE EVALUATIONS 129
POLICY 703 - PAY PROCEDURES 131
703:1 GENERAL PROVISIONS 131
703:2 CALLBACK AND STANDBY PAY 131
703:3 PROCESSING PAYROLL DURING A STATE OF LOCAL EMERGENCY AND DECLARED DISASTER 132
POLICY 704 - PAY FOR WORK DURING EMERGENCIES OR DISASTERS 133
704:1 GENERAL PROVISIONS 133
POLICY 705 - PAY RAISES 134
705:1 GENERAL PROVISIONS 134
705:2 COST OF LIVING ADJUSTMENT 134
705:3 PERFORMANCE-BASED MERIT INCREASE 134
705:4 INCENTIVE INCREASE 136
705:5 MERIT LEAVE 136
705:6 SPECIAL SALARY ADJUSTMENT 137
705:7 PAY ON PROMOTION 137
705:8 MAXIMUM RATE OF PAY 137
705:9 LESS THAN SATISFACTORY PERFORMANCE 137
705:10 LONGEVITY PAY 137
800 – CORRECTIVE ACTION PROCESS 138
POLICY 801 - EMPLOYEE BEHAVIOR AND STANDARDS OF CONDUCT 139
801:1 GENERAL PROVISIONS 139
801:2 GROUP 1 OFFENSES 139
801:3 GROUP 2 OFFENSES 140
POLICY 802 - CORRECTIVE ACTION AND DISCIPLINARY PROCEDURE 142
802:1 GENERAL PROVISIONS 142
802:2 DISCIPLINARY PROCEDURES 142
802:3 AUTHORIZATION OF DISCIPLINARY ACTIONS 143
POLICY 803 – GRIEVANCE 144
803:1 GENERAL PROVISIONS 144

803:2 INITIAL GRIEVANCE/COMPLAINT 144
803:3 GRIEVANCE MEETING 144
803:4 TIME LIMITS 145
900 – ACCESS TO COUNTY PROGRAMS CITIZENS RELATIONS 146
POLICY 901 – CITIZEN RELATIONS 147
901:1 GENERAL PROVISIONS 147
POLICY 902 - TITLE VI / NONDISCRIMINATION 148
902:1 COMPLAINT PROCEDURES 148
POLICY 903 - LIMITED ENGLISH PROFICIENCY 149
903:1 LIMITED ENGLISH PROFICIENCY PLAN 149
903:2 DATA COLLECTION 150
903:3 ASSURANCES 151
903:4 COMPLAINTS 151
POLICY 904 - AMERICANS WITH DISABILITIES (ADA) 152
904:1 GRIEVANCE PROCEDURES UNDER THE AMERICAN WITH DISABILITIES ACT 152
904:2 NOTICE UNDER THE AMERICAN WITH DISABILITIES ACT 153
1000 – FIRE RESCUE POLICIES 155
POLICY 1001 – FIRE RESCUE SHIFT TRADE/SUBSTITUTION 156
1001:1 GENERAL PROVISIONS 156
1001:2 REQUIREMENTS FOR AUTHORIZATION 157
Secondary Employment Form 159
Performance Evaluation Forms 160
Employee Warning Report Form 161
Annual Leave Payout Form 162
Employee Bid Form 163
Educational Assistance Form 164
Grievance Form 165
Employee Referral Form 166
Employee Referral Form 168
Special Annual Leave Payout Form 169
Temporary Remote Work Agreement 170
DEFINITIONS 171
INDEX 174

000 – GENERAL PROVISIONS

POLICY 001 - FUNCTIONS OF THIS MANUAL

It is the policy of the Highlands County Board of County Commissioners (Board), that this manual is designed and intended to be used as a working outline of the basic personnel policies, practices, and procedures for the organization. This manual is not intended, nor shall it be construed, to alter the employment at-will relationship in any way. For further details on employment at-will, refer to Policy 002, Employment At-Will. The primary purpose of this manual is to ensure that employees of Highlands County are dealt with in a consistent and fair manner, and that all personnel policies and practices are applied evenly.

001:1 GENERAL PROVISIONS

1. This manual contains general statements of Board policy designed to serve as a framework. It should not be read as including the fine details of each procedure or as forming an express or implied contract or promise that the policies discussed in it will be applied in all cases. The Board may add, revoke or modify policies in this manual as needed; with or without notice.
2. Employees are encouraged to submit suggestions to Human Resources when policies need to be amended or changed to reflect the current working conditions and/or practices.
3. Human Resources is responsible for recommending, developing, revising, and implementing personnel policies, subject to the approval of the County Administrator and adoption by the Board of County Commissioners. The County Administrator may approve changes to Florida Statute references and the Appendices. All policy changes require Board approval.
4. Department Directors, Supervisors, and employees should refer to this manual whenever questions of policy interpretation or implementation arise. Issues needing clarification should be referred to Human Resources.
5. Departments may develop and implement specific standard operating procedures on a departmental basis as needed to meet specific operational needs, provided they are consistent with the general framework provided by this manual. All such departmental practices should be submitted to Human Resources prior to implementation to assure consistency with Board practices and policies.

001:2 CONFLICT WITH STATUTES

In the event any provision of this manual is or becomes in conflict with any federal, state, or local law, such provision is, to the extent that it is in conflict, hereby automatically amended to conform to such law. The remainder of this manual shall remain in full force and effect, unless and until modified by the Board.

POLICY 002 - EMPLOYMENT AT-WILL

It is the policy of the Highlands County Board of County Commissioners (Board), that all employees who do not have a written employment contract with the Board for a specific, fixed term of employment are employed at-will, for an indefinite period.

002:1 GENERAL PROVISIONS

1. At-Will Employment. All employment in Florida is considered to be "at-will" for all employees who do not have a formal written employment contract for a specified, fixed term. "At-will" means that employees are free to terminate their employment with an employer for any reason or no reason at all. Likewise, employers have the same rights and are free to hire and discharge employees at any time, providing the reason for the discharge or hire is not discriminatory for a legally prohibited reason.
2. No Board representative is authorized to modify this policy for any employee or to enter into any agreement, oral or written, contrary to this policy. Supervisory and management personnel are not to make any representations to employees or applicants concerning the terms or conditions of employment with the Board which are not consistent with Board policies. No statements made in pre-hire interviews or discussions, or in recruiting materials of any kind, are meant to alter the at-will nature of employment or imply that discharge will occur only for cause, and should not be interpreted that way.
3. This policy may not be modified by any statements contained in this manual or any other employee handbooks, employment applications, recruiting materials, memoranda, or other materials provided to applicants and employees in connection with their employment. None of these documents, whether singly or combined, are to create an expressed or implied contract of employment for a definite period, nor an expressed or implied contract concerning any terms or conditions of employment. Similarly, Board policies and practices with respect to any matter are not to be considered as creating any contractual obligation on the Board's part, or as stating in any way that termination will occur only for "just cause." Statements of specific grounds for termination set forth in this manual or in any other Board documents are illustrative examples only, not all-inclusive lists, and are not intended to restrict or modify the right to terminate at-will.
4. Completion of a probationary period or conferral of regular status does not change an employee's status as an employee at-will or in any way restrict the County Administrator's right to terminate such an employee or change the terms or conditions of employment.

POLICY 003- CODE OF EMPLOYER-EMPLOYEE RELATIONS

It is the policy of the Highlands County Board of County Commissioners (Board), to implement fair and effective personnel policies and require all employees to serve the County's best interests.

003:1 GENERAL PROVISIONS

1. The Board's goals for employees include the following:
    a. To provide equal employment opportunity and treatment regardless of race, religion, color, sex, gender, age, national origin, disability, or veteran status.
    b. To provide compensation commensurate with the level of work to be performed.
    c. To establish reasonable hours of work.
    d. To monitor and comply with applicable federal, state, and local laws and regulations concerning employee safety.
    e. To offer training opportunities for those whose capabilities and responsibilities warrant such training.
    f. To be receptive to constructive suggestions which relate to the job, working conditions, or personnel policies.
    g. To establish appropriate means for employees to discuss matters of interest or concern with their immediate Supervisor or Department Director.
2. The Board expects all employees:
    a. To deal with citizens in a professional manner.
    b. To perform assigned tasks in an efficient manner.
    c. To be punctual and presentable.
    d. To demonstrate a considerate, friendly, and constructive attitude toward fellow employees.
    e. To adhere to the polices adopted by the Board.

POLICY 004 - PERSONNEL RECORDS

It is the policy of the Highlands County Board of County Commissioners (Board), that Human Resources is responsible for administering all personnel programs required by this manual. Human Resources will establish records required by these rules and regulations, and any other records which are necessary to substantiate compliance with the laws relating to personnel matters.

004:1 EMPLOYMENT RECORDS

1. Human Resources shall maintain an individual personnel file for each employee which will include, but not be limited to, the following:
   a. Original signed Employment Application.
   b. Original Personnel Requisition, signed by appointing authority.
   c. A copy of the Certificate of Eligible from which appointment was made.
   d. Examination or interview score sheets for each position to which appointed.
   e. Original Oath of Loyalty, signed by the employee and properly notarized.
   f. Original background investigation reports.
   g. Reports of personnel actions reflecting original appointment, reinstatement, promotion, demotion, reassignment, termination, lay-off, suspension, reduction in pay, change in status, change in pay rate, change in position or title, and any other personnel actions pertinent to the employee's record.
   h. Copies of correspondence directly related to the employee's work record.
   i. Original, signed Performance Evaluations.
   j. A copy of all correspondence pertaining to Workers' Compensation.
2. An original Payroll Action Form (PAF) affecting the employee's compensation shall be furnished to the individual responsible for preparing payroll. Such form is the only authority for making payroll changes.
3. Employees are responsible for ensuring that their records are up to date. Human Resources shall be notified in writing of any changes to the employee's contact information (name, address, telephone number, emergency contact). Employees are responsible for providing proper notification to Human Resources for changes to benefits and tax withholding. These changes may include marital status, name changes, and dependent information.
4. Employee personnel files shall only be maintained by Human Resources. Individual departments shall not maintain any type of employee personnel file. Any violation of this policy may result in disciplinary action, up to and including termination.
5. Human Resources will coordinate with Fire Rescue for the maintenance of personnel files for volunteers of Fire Rescue.

004:2 INSPECTION OF PERSONNEL RECORDS

1. Personnel files will be made available for inspection pursuant to the requirements set forth in Chapter 119, Florida Statutes; and pursuant to any relevant privacy laws and statutes governing public records, especially the Health Insurance Portability & Accountability Act of 1996 (HIPAA).
2. Items contained within the file which are exempted from disclosure by statute or guarded by the Uniform Privacy Act will be removed prior to inspection by outside sources. These items include protected health information, designations of

beneficiary and/or next of kin information, information regarding bank accounts, and participation in deferred compensation and retirement investment enrollment elections.

3. Normal documents generated as a result of Board employment, such as Performance Evaluations, disciplinary actions, payroll actions, etc., will not be removed prior to inspection and review by outside sources.
4. Review of the personnel file must be accomplished in the presence of Human Resources or an authorized representative.
5. Employees may request one copy of their personnel file at no cost, while employed. All additional copies are subject to the standard fee schedule for public records.

004:3 REPORTS

In addition to specific personnel reports required by other provisions of these rules and regulations, Human Resources shall also complete and submit other personnel reports as required by local, state, and federal law.

POLICY 005 - SOLICITATION AND DISTRIBUTION

It is the policy of the Highlands County Board of County Commissioners (Board), to prohibit solicitation and distribution on its premises by employees and non-employees, unless they have prior approval to do so. Solicitation is defined as any activity conducted for the purpose of advertising, promoting, or selling any product or service. Solicitation and distribution by employees is only permitted as outlined below.

005:1 GENERAL PROVISIONS

1. The Board limits solicitation and distribution on its premises because, when left unrestricted, such activities can interfere with the normal operations, can be detrimental to employee efficiency, and can pose a threat to security. This includes the use of any form of written or electronic communication to solicit/distribute to employees.
2. Employees of the Board are prohibited from engaging in solicitation of fellow employees during working time. Working time shall not be construed to apply to break periods and mealtimes, whether paid or unpaid, or other specified periods during the workday when employees are not engaged in performing their work tasks.
3. The County Administrator may authorize a limited number of Board-sponsored fund drives on behalf of charitable organizations or special causes. Employee contributions are voluntary, and employees are not to be discriminated against because of their willingness or unwillingness to participate. Coercion of an employee to make contributions will not be tolerated.
4. Distribution of literature by employees during working hours, in areas where the actual work of employees is performed, is prohibited. This shall not be construed to prohibit the distribution of literature in such areas not specifically devoted to the performance of employees' official duties, during rest break and meal periods, or while off-duty.
5. Board technology (computers, telephones, email, tablets, etc.) may not be used to distribute literature at any time.
6. The Board maintains bulletin boards in designated work areas to communicate information to employees and to post notices required by law. These bulletin boards are for the posting of Board information and notices only, and only persons designated by the County Administrator, Department Director, Human Resources, or their designee, may place notices on or take down material from the bulletin board. Departments may maintain an internal bulletin board, not visible to the public. The materials posted on departmental bulletin boards will be at the discretion of the Department Director or County Administrator.
7. Florida Statutes govern political activity of all Board employees. All Board employees are encouraged to be politically aware and active, and to exercise their right to vote. However, active political campaigning or solicitation for political contributions while on duty is prohibited.
8. Employees shall not use County property, equipment, or vehicles except in the performance of official duty, nor permit their use by an unauthorized person, either on or off duty. Employees may be allowed to use vehicles to and from work with permission of the County Administrator and per de minimus functions as outlined in Section 11 - Motor Vehicle Operation of the Highlands County Safety Handbook.

100 – EMPLOYEE BEHAVIOR

POLICY 101 - BEHAVIOR OF EMPLOYEES

It is the policy of the Highlands County Board of County Commissioners (Board), that certain rules and regulations regarding employee behavior are necessary for the efficient operations of the County and for the benefit and safety of all employees. Employees are expected at all times to conduct themselves in a positive manner so as to promote the best interests of the County. Conduct that interferes with operations that discredit the Board, or that is offensive to citizens, customers, or coworkers, will not be tolerated, and may be subject to appropriate disciplinary action.

101:1 GENERAL PROVISIONS

1. Employees are expected at all times to conduct themselves in a positive manner so as to promote the best interests of the County. The following general guidelines may be further specified by the Department Director:
    a. Reporting to work on time, as scheduled, ready to begin work at the proper workstation, at the assigned starting time.
    b. Giving adequate and proper advance notice whenever unable to work or to report on time.
    c. Complying with all Board safety and security procedures.
    d. Wearing clothing appropriate for the work being performed, as determined by the County Administrator, the Department Director, or the employee's Supervisor.
    e. Eating meals only during meal periods and only in the designated eating areas.
    f. Maintaining work place and work area cleanliness and orderliness.
    g. Treating all citizens, visitors, and fellow employees in a courteous manner.
    h. Refraining from behavior or conduct that could be deemed offensive or undesirable, or which is contrary to the County's best interests (including conduct outside of work while in clothing or vehicles that identify or imply the individual is or may be a Board employee and may be on duty).
    i. Performing assigned tasks efficiently and in accordance with established quality standards.
    j. Following any proper and appropriately given instruction or assignment.
    k. Reporting to management suspicious, unethical, unsafe or illegal conduct, by fellow employees or citizens.
    l. Following all federal, state, and local laws and ordinances.
2. The examples above are simply illustrative of the type of behavior expected, and are not intended to be an all-inclusive listing. Any questions of the purpose, content, or application of this policy should be directed to Human Resources.

POLICY 102 - ATTENDANCE AND PUNCTUALITY

It is the policy of the Highlands County Board of County Commissioners (Board), to require employees to report for work punctually as scheduled and to work as required, including regular hours and any required overtime.

102:1 GENERAL PROVISIONS

1. Tardiness and poor attendance disrupt workflow and customer service, and will not be tolerated. Unauthorized and/or excessive absences or tardiness will result in disciplinary action, up to and including termination.
2. Supervisors shall notify employees of the normal work schedule including starting, ending, and break times through direct communication and/or posting of schedules. Employees are expected to be engaged in carrying out their duties during all scheduled work time.
3. Employees are compensated during approved absences in accordance with the appropriate leave policies. Failure to notify the Supervisor properly of any absence may result in loss of compensation during the absence and may be grounds for disciplinary action.
4. Employees should notify their Supervisor as far in advance as possible, but no less than one (1) hour before their scheduled start time whenever they are unable to report for work. Such notification should include when the employee can be expected to report for work.
5. Employees who are delayed more than 15 minutes in reporting for work and who have not notified their Supervisor of their expected tardiness may not be allowed to work the balance of the workday at the discretion of the Supervisor. Such time for hourly employees will be classified as Leave Without Pay.
6. Employees must report to their Supervisor after being late or absent and may be required to certify that they are fit to return to work. Employees who have been absent three (3) or more scheduled workdays within a 30-day period may be required to provide a doctor's note before returning to work.
7. Employees who report for work without proper equipment or in improper attire may not be permitted to work at the discretion of the Supervisor. Such time for hourly employees will be unpaid pending the employee's return with the proper equipment or attire.
8. Employees who report for work in a condition deemed unfit for work, will not be allowed to work. Such time may be classified as Leave Without Pay.
9. Employees who are absent from work without giving proper notice may be considered as having voluntarily separated. At that time, Human Resources will formally note the voluntary separation as job abandonment and advise the employee of the action by certified mail.
10. Employees are expected to report for work during inclement weather conditions if the County Administrator does not declare an emergency closing. Certain specified employees may be required to report to work even in the event of a declared emergency closing.
11. Employees on workers' compensation leave are required to provide the same proper notice as other employees. Doctor's notes must be definite in date to constitute proper notice.

POLICY 103 - PERSONAL APPEARANCE OF EMPLOYEES

It is the policy of the Highlands County Board of County Commissioners (Board), that each employee's dress, grooming, and personal hygiene should be appropriate to the work situation.

103:1 GENERAL PROVISIONS

1. Employees are expected at all times to present an image appropriate to the work being performed. Appropriate personal appearance, like proper maintenance of work areas, is an ongoing requirement of employment with the Board.
2. The personal appearance of employees who do not regularly meet the public is to be governed by the requirements of safety and comfort, but should still be as neat and business-like as working conditions permit.
3. Certain employees may be required to meet special dress, grooming, and/or hygiene standards depending on the nature of their job.
4. Any employee who does not meet the standards of this policy will be required to take remedial action to correct the problem, which may include leaving the premises. Any work time missed because of failure to comply with this policy will be classified as Leave Without Pay for hourly employees. Repeated violations of this policy will be cause for disciplinary action, up to and including termination.
5. Any employee who is issued or provided a uniform, will be required to wear such items during normal business hours. If the employee name is to be displayed on the uniform, only the legal name shall be displayed; no nicknames.

POLICY 104 -TOBACCO-FREE WORKPLACE

It is the policy of the Highlands County Board of County Commissioners (Board), to promote the healthiest environment possible for employees and visitors while providing proactive leadership in tobacco avoidance. Reducing tobacco use increases productivity in the workplace, decreases absenteeism, and may reduce medical expenditures and costs associated with tobacco use. The Board adheres to the requirements of the Florida Indoor Clean Air Act as set forth in Chapter 386, Florida Statutes. Accordingly, the use of tobacco products is expressly prohibited in or on County owned property.

104:1 DEFINITIONS

1. County owned property. Real property and tangible personal property including, but not limited to, buildings, portions of buildings, land, equipment, machinery, and motor vehicles that are operated by, owned by, leased to, or rented to the County, other than road rights-of-way, parks, and boat ramps.
2. Tobacco. Any lighted or unlighted cigarette, cigar, pipe, hookah, bidi cigarette, clove cigarette, or any other smoking product; any smokeless tobacco product such as spit tobacco, dip, chew or snuff in any form; and any e-cigarette or vaping device.
3. Tobacco Use. The consumption, ignition, inhalation or other use of tobacco in any manner; however, mere possession without additional use shall not constitute tobacco use under this policy.

104:2 GENERAL PROVISIONS

1. Tobacco use is prohibited on County owned property.
2. Tobacco products may not be sold or dispensed on County owned property,
3. This policy applies to each and every person on County owned property.
4. Signs will be prominently and visibly posted at the entrance to each County building and other facility that advise employees, visitors, and other persons of this policy.
5. Human Resources shall:
    a. Inform all applicants for employment of this policy.
    b. Provide a copy of this policy to those applicants.
    c. Obtain a signed acknowledgment of receipt of that information and a copy of this policy from all applicants upon employment.
6. Human Resources shall inform all new employees of this tobacco-free policy during employee orientation. However, any failure to inform a candidate or employee of the tobacco-free policy shall not be deemed a waiver of the employee's obligation to follow the tobacco-free policy.
7. The enforcement of the tobacco-free policy is the responsibility of all Board employees. Employees are required to exercise common courtesy and to respect the needs and sensitivities of coworkers and other persons with respect to the application and enforcement of this policy.

104:3 VIOLATIONS

1. A violation of this tobacco-free policy shall constitute grounds for discipline in the same manner as other employee policy violations.

2. Any other complaints regarding tobacco use on County owned property should be directed to the Department Director of the affected facility.

104:4 TOBACCO USE CESSATION PROGRAMS

The Board shall provide resource information on tobacco use cessation programs to the employees who request it. If possible, these materials should be available in display areas. Employees may contact Human Resources regarding the availability of tobacco use cessation programs.

POLICY 105 - DRUG–FREE WORKPLACE

It is the policy of the Highlands County Board of County Commissioners (Board), to institute and maintain a drug-free work force and to provide a drug-free work place through fair and reasonable drug testing methods.

105:1 SCOPE

This document describes the current policy and practices, and will be interpreted and administered by the County Administrator. This policy applies to all applicants (including rehires) and current employees.

105:2 DEFINITIONS

In accordance with Chapter 112.0455, Florida Statutes, the Drug-Free Workplace Act, the following definitions shall be applied in interpreting this policy:

1. "Drug" means alcohol, including distilled spirits, wine, malt beverages, and intoxicating liquors; amphetamines; cannabinoids; cocaine, phencyclidine (PCP); hallucinogens; methaqualone; opiates; barbiturates; benzodiazepines; synthetic narcotics; designer drugs; or a metabolite of any of the substance listed herein.
2. "Drug test" or "test" means any chemical, biological, or physical instrumental analysis administered for the purpose of determining the presence or absence of a drug or its metabolites.
3. "Confirmation test," "confirmed test," or "confirmed drug test" means a second analytical procedure used to identify the presence of a specific drug or metabolite in a specimen. The confirmation test must be different in scientific principle from that of the initial test procedure. This confirmation method must be capable of providing requisite specificity, sensitivity, and quantitative accuracy.
4. "Reasonable suspicion drug testing" means drug testing based on a belief that an employee is using or has used drugs in violation of the County's policy drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. Among other things, such facts and inferences may be based upon:
    a. Observable phenomena while at work, such as direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug.
    b. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
    c. A report of drug use, provided by a reliable and credible source, which has been independently corroborated.
    d. Evidence that an individual has tampered with a drug test during his employment with the County.
    e. Information that an employee has caused, or contributed to, an accident while at work.
    f. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the County's premises or while operating the County's vehicles, machinery, or equipment.
5. "Specimen" means tissue, hair, or product of the human body capable of revealing the presence of drugs or their metabolites.

6. "Controlled substance" means a drug which has been declared by federal or state law to be illegal for sale or use, but may be dispensed under a physician's prescription. Such drugs include those classified as narcotics, stimulants, depressants, hallucinogens and cannabis.

105:3 POLICY OBJECTIVES

The Board values its employees and recognizes their need for a safe and healthy work environment. Establishment of a drug-free policy is consistent with the Board's objective of providing a safe and healthy work environment, and is in the County's best interests. Drug use and controlled substance abuse is inconsistent with the law-abiding behavior expected of all citizens, especially those employed by a government agency. In addition, drug use and controlled substance abuse inflict a terrible toll on productive resources and the health and well-being of our workers. Employees who use drugs and engage in controlled substance abuse tend to be less productive, less reliable, and prone to greater absenteeism, resulting in the potential for increased cost, delay, and risk to other Board employees and to citizens. For these reasons, the County will not tolerate drug use, sale or possession, or controlled substance abuse by its employees.

105:4 ADMINISTRATION

To achieve a drug-free work force and to provide a workplace free from drug use and controlled substance abuse, the Board will conduct the following drug testing and will take action accordingly as provided below. In addition, the Board categorically prohibits the manufacture, distribution, dispensation, possession, or the unlawful sale of drugs by Board employees, on or off County property. This prohibition shall not apply to the possession or consumption of alcohol off County property while the employee is off duty, or to the possession or consumption of alcohol while the employee is off duty at an event in a County building where alcohol may be dispensed according to building use policies adopted by the Board.

The County Administrator reserves the right, at his or her sole discretion, to terminate any employee whose confirmed drug test results are positive, or to refer such employee to a program in accordance with Section 105:6 Drug-Free Awareness Program.

105:5 TYPES OF TESTS

The Board may require drug testing in the following circumstances:

1. For all job applicants that will fill a safety-sensitive position, at any time before they are employed by the Board.
2. For Board employees:
    a. From time to time, as part of a fitness-for-duty medical examination, or as part of a test for all employees of the job title or group.
    b. For a particular Board employee who holds a safety-sensitive position, upon reasonable suspicion (as defined above) of drug use by such employee.
    c. As a follow-up to an employee assistance program or an alcohol and drug rehabilitation program when the employee has entered such program in the course of employment with the Board.

ANY JOB APPLICANT (FILLING A SAFETY-SENSITIVE POSITION) WHO REFUSES TO TAKE A DRUG TEST AS REQUIRED BY THIS POLICY WILL BE DENIED EMPLOYMENT WITH THE BOARD. SIMILARLY, ANY EMPLOYEE WHO REFUSES TO TAKE A TEST REQUIRED AS PROVIDED ABOVE SHALL BE SUBJECT TO DISCIPLINE UP TO, AND INCLUDING, TERMINATION.

105:6 DRUG-FREE AWARENESS PROGRAM

To assist employees in understanding and avoiding the perils of drug use and controlled substance abuse, the Board will provide a drug-free awareness program. The Board will use this program in an ongoing educational effort to prevent and discourage drug use and controlled substance abuse. The drug-free awareness program will inform employees about:

1. The dangers of drug use and controlled substance abuse.
2. The Board's Drug-Free Policy.
3. The availability of treatment and counseling for employees who voluntarily seek such assistance.
4. The sanctions the Board will impose for violations of its Drug-Free Policy.

Supervisors and other appropriate personnel will be aware of the Board's procedures for handling and assisting employees who are subject to the effects of drug use.

105:7 ASSISTANCE IN OVERCOMING ILLEGAL DRUG USE OR CONTROLLED SUBSTANCE ABUSE

Early recognition and treatment of drug use is important for successful rehabilitation, return to productive work, and reduced personal, family, and social disruption. The Board encourages the earliest possible diagnosis and treatment for drug use, and supports sound treatment efforts. Whenever feasible, and subject to the limitations described here, the Board will assist employees in overcoming drug use. However, the decision to seek diagnosis and accept treatment for drug use is primarily the individual employee's responsibility.

Self-Referral: Employees with personal drug use or controlled substance abuse problems should request assistance through Human Resources or the Board's Employee Assistance Program. Assistance will be provided on a confidential basis, and each employee will be referred to the appropriate treatment and counseling services. Employees who voluntarily request assistance, through Human Resources or the Employee Assistance Program, in dealing with drug or controlled substance abuse problems may do so without jeopardizing their continued employment with the Board.

Employer Referral: Employees who test positive for drug use and who are referred, at the County Administrator's request, for counseling or treatment will be limited to one opportunity for a counseling or treatment program to cease the use of drugs. A second positive test for the use of drugs will result in immediate termination. Employees terminated for this reason may be ineligible for rehire.

Employees who are referred for any other reason, at the County Administrator's request, for a counseling or treatment program will be limited to one opportunity for counseling or treatment to cease the use of drugs. Any positive test for the use of drugs following treatment and counseling will result in immediate termination. Employees terminated for this reason may be ineligible for rehire.

Special Considerations: All self-referrals or employer referrals for employee treatment and counseling will require, at a minimum, that the employee immediately cease any drug use, and that the employee be subject to quarterly testing for two (2) years. The County Administrator is required in certain situations to report an employee's involvement with drug use or controlled substance abuse to agencies concerned with public security, health, and safety. In all these situations, the County Administrator may terminate the employee.

Human Resources will maintain a list of Employee Assistance Programs available to Board employees, at their own or at their health insurer's expense.

105:8 AUTHORIZED USE OF PRESCRIBED MEDICINE

Any employee using prescription or nonprescription medications may report such use in a form provided for such purpose by the County at the time the employee's specimen is collected. The employee may also disclose this use to his or her Supervisor, the Risk Management Coordinator, or Human Resources after taking the test. Such disclosure will be kept confidential by the County and will be used only in connection with the drug test. For a detailed listing of medications, refer to Chapter 112.0455, Florida Statutes.

105:9 LIST OF DRUGS

The laboratory may test for any drugs listed in Chapter 112.0455, Florida Statutes.

105:10 CONSULT THE LABORATORY

Job applicants and active employees have the right to consult the testing laboratory for technical information regarding prescription and non-prescription medication.

105:11 RIGHT TO APPEAL

An employee or job applicant who receives a positive confirmed drug test may explain or contest the result to the Medical Review Officer (MRO) employed by the drug-testing laboratory within five (5) business days after written notification of the positive test result by the MRO. If an employee or job applicant's explanation or challenge is unsatisfactory to the MRO, the person may contest the drug test result, as provided by 112.0455 (14), (15) Florida Statutes; Chapter 440, Florida Statutes; and applicable regulations, including Florida Administration Code 38F-9.009.

A job applicant or active employee has the responsibility of notifying the drug testing laboratory of any administrative or civil action brought pursuant to Chapter 112 or 440, Florida Statutes. The laboratory will maintain the sample until the case or administrative appeal is settled.

105:12 CONFIDENTIALITY

Absent written consent, all information, interviews, reports, statements, memoranda, and drug test results, written or otherwise, received by the Board as part of this drug testing program are confidential communications. Unless authorized by state laws, rules or regulations, or by court order, the County will not release such information without a written consent signed voluntarily by the person tested.

105:13 WORKERS' COMPENSATION

An active employee who is injured on the job and who refuses to submit to a drug test, or whose confirmed drug test is positive, will be denied workers' compensation medical and indemnity benefits, in accordance with Chapter 440, Florida Statutes, and applicable regulations.

105:14 ALCOHOL USE OR POSSESSION ON COUNTY PREMISE

The use, possession, sale, or distribution of alcohol on or in County owned property is prohibited and constitutes a violation of County policy subject to disciplinary action up to and including termination.

105:15 ALCOHOL OR DRUG ASSISTANCE PROGRAMS

Employees who desire help with an alcohol-related problem may request assistance through Human Resources or the Employee Assistance Program. Assistance will be provided on a

confidential basis, and each employee will be referred to the appropriate treatment and counseling services.

Employees who voluntarily request assistance through Human Resources or Employee Assistance Program may do so without jeopardizing their continued employment with the Board.

105:16 PROHIBITIONS

The Board prohibits the following, and any employee violating these rules is subject to discipline including termination:

1. Unlawful use, possession, manufacture, distribution, dispensation or sale of illegal drugs, alcohol or controlled substances, whether on or off County premises and whether during working hours or nonworking hours, or in County vehicles.
2. Unlawful use, possession, manufacture, distribution, dispensation or sale of alcohol, whether on or off County premises during working hours, in County vehicles during working or non-working hours, and on County premises during non-working hours.
3. Storing any drug in a locker, desk, automobile, or other repository on County premises.
4. Testing positive for drugs or controlled substance without a legal basis for use.
5. Switching or adulterating any urine sample submitted for testing, or submitting a false sample for testing.
6. Failing, when requested by the County Administrator, to enroll in any alcohol or drug treatment or counseling program, or failing to adhere to the requirements of the program.
7. Being convicted under any criminal drug statute for a violation occurring in the workplace or outside the workplace.
8. Failing to notify Human Resources of any conviction under any criminal drug statute within five (5) business days of the event.
9. Failing to comply with rules and regulations promulgated under any testing programs maintained by the Board.
10. Consumption of any alcoholic beverages, controlled substances, or illegal drugs during duty hours including breaks, lunches, and extended periods of duty.
11. Reporting to work while under the influence of alcoholic beverages, controlled substances, or illegal drugs.

105:17 GROUNDS FOR TERMINATION OR DISCIPLINE

Employees who violate this policy in any manner, who refuse to submit to a drug test or alcohol test after being requested to test, or who tamper with a drug or alcohol test, shall be subject to disciplinary action, up to and including termination.

200 – SAFETY AND ETHICS

POLICY 201 - WORKPLACE SAFETY

It is the policy of the Highlands County Board of County Commissioners (Board), to comply with all applicable federal, state, and local health and safety regulations, and to provide a work environment as free as feasible from recognized hazards. Employees are expected to comply with all safety and health requirements, whether established by management or by federal, state, or local law.

201:1 SAFETY

1. All Board employees are encouraged to incorporate safety and loss prevention in their daily activities.
2. Supervisors' safety responsibilities include:
    a. Familiarizing themselves with all safety and health procedures relevant to the operations under their supervision.
    b. Inspecting their work areas and equipment periodically.
    c. Training their employees in safety matters or arranging for such training where appropriate and keeping logs of such training activities.
    d. Identifying conditions that are recognized in the County as being unsafe.
    e. Completing accident reports and submitting them to Risk Management within 24 hours.
3. Employees should immediately report to their Supervisor all observed safety and health violations, potentially unsafe conditions, and any accidents resulting in injuries or property damage to Board employees or others.
    a. The Workers' Compensation Supervisor and Employee First Report of Injury form must be completed and returned to Risk Management within 24 hours after the occurrence of any injury to a Board employee.
    b. For motor vehicle accidents involving County Vehicles, the Loss/Accident Report shall be completed and returned to Risk Management within 24 hours after the occurrence of the accident.
    c. Failure to report an injury or motor vehicle accident within 24 hours may result in disciplinary action, up to and including termination.
4. The Board will provide special clothing or equipment, or may reimburse for it, when such clothing or equipment is required by regulation or by Board policy. Such clothing and equipment, if provided, must be used. Employees are responsible for the proper use and maintenance of such clothing and equipment and will be subject to disciplinary action for failure to comply with this obligation.
5. An employee may be required to pay up to the full replacement cost for any Highlands County equipment or property that is lost or damaged due to misconduct, misuse, or neglect on the part of the employee.
6. Supervisors must not discharge or discriminate in any manner against an employee because the employee has in good-faith, initiated a safety-related proceeding, has testified in such a proceeding, or has otherwise exercised any right afforded by law.
7. Each department must meet state and federal rules and standards and be responsible for developing a set of safety rules, policies, and regulations that pertain to their own particular operations. It is the responsibility of every employee to know and adhere to the safety rules and regulations which apply to the area in which he or she is working or may be visiting.

8. All Board employees required to drive a vehicle for work-related business, whether a County vehicle or their own vehicle, must possess a valid Florida operator's or commercial license, as appropriate, and maintain a safe driving record. The Supervisor must certify that the employee is capable of operating all motor-powered and self-propelled equipment required in the performance of the employee's work.
9. To protect the public, employees shall cultivate the habit of being cautious when doing work on public streets or private property. Every precaution must be taken to warn and protect the public from harm, which would result from construction or working repairs of job site conditions. Dangerous areas must be protected by barricades, warning signs, or persons designated to watch the area.

POLICY 202 - WORKPLACE VIOLENCE

It is the policy of Highlands County Board of County Commissioners (Board), to provide a safe environment for working and conducting business. The County Administrator will not ignore, condone, or tolerate acts of violence committed by or against employees, or members of the public, while on County property or while performing work-related business at other locations. Board employees determined to be in violation of this policy will be subject to appropriate disciplinary action, up to and including termination.

202:1 VIOLENCE DEFINED

1. The term "violence" has been defined as: An unjust or unwarranted exertion of force, action, power, or vehement rough language against a person, property, rights, or laws of an injurious or destructive nature.
2. The word violence in this policy shall include, but is not limited to, any act or behavior that:
    a. Constitutes a physical assault.
    b. Consists of a communicated or reasonably perceived threat to harm another individual or in any way endanger the safety of an individual.
    c. Carries the potential for physical harm to another individual (as would be interpreted by a reasonable person).
    d. Involves carrying or displaying weapons, destroying property, or throwing objects in a manner reasonably perceived to be threatening.
    e. Menaces another (as would be interpreted or perceived by a reasonable person).
    f. Consists of a communicated or reasonably perceived threat to destroy property; or a reasonable person would perceive as obsessively directed, e.g. intensely focused on a grudge, grievance, or romantic interest in another person, and reasonably likely to result in harm or threats of harm to persons or property.
3. Violent acts and behavior can take any one of many forms. Such conduct might be physical or nonphysical, verbal or nonverbal, direct or indirect, and explicit or implicit.

202:2 RESPONSIBILITIES

The County Administrator takes every workplace violence issue seriously. As a means for prevention, Board employees are strongly urged to take appropriate action immediately upon knowledge of violent behavior taking place either on County property, or regarding any legitimate interest of the Board. All employees are empowered to call 911 in an emergency situation, i.e. assault, direct threat of immediate violence, suicide attempt, or any crime in progress.

202:3 INVESTIGATION OF ALLEGATIONS

The County Administrator recognizes that workplace violence investigations require discretion and sensitivity to protect the rights of all persons involved, and shall proceed in a manner that demonstrates objectivity, fairness, and a concern for confidentiality.

202:3(a) INVESTIGATION ASSIGNMENT AND PROCEDURE

Who Shall Conduct Investigations:

1. Incidents involving an emergency situation and/or criminal activity will be referred to the Highlands County Sheriff's Office or the appropriate jurisdiction for investigation.

An internal investigation may occur simultaneously if it does not interfere with the efforts of the outside investigator.

2. For incidents that do not involve an emergency situation and/or criminal activity, Human Resources, in consultation with the County Administrator, will determine the appropriate course of investigation.

Investigation Process:

Due to the varying nature of violence in the workplace, the County Administrator reserves the right to conform the investigative process as appropriate to handle the sensitive and subtle considerations presented by workplace violence issues on a case-by-case basis.

202:3(b) COOPERATION AND CONFIDENTIALITY

1. Employees are required to fully cooperate in any internal investigations that may be conducted. This includes, but is not limited to, answering all questions honestly and fully.
2. Employees interviewed at any time during an investigation shall keep any and all information that is shared during the investigation strictly confidential and shall not, under any circumstance, discuss the information or the investigation with anyone other than authorized persons.
3. Failure to cooperate with an investigation, or failure to abide by the rule of confidentiality, will be grounds for disciplinary action.
4. All reasonable and lawful efforts to keep the information provided in the complaint and investigation process as confidential as practically possible to provide for a thorough investigation, and to the extent permitted by Florida law.
5. Nothing in this section will apply to compromise an accused individual's rights protecting against self-incrimination in a criminal investigation.

202:3(c) RETALIATION PROHIBITED

1. Retaliation against employees for reporting workplace violence or assisting in the investigation of a complaint is prohibited and will not be tolerated.
2. Retaliation includes, but is not limited to, such acts as refusing to recommend an employee for a benefit for which he or she qualifies, spreading rumors about the employee, encouraging hostility from coworkers, or escalating the violent situation.
3. Employees who wish to bring complaints of retaliation should follow the procedures set forth in Section 203:5(a)Reporting Complaints.

POLICY 203 - HARASSMENT POLICY

Employees are entitled to work in an environment that is productive but not coercive; friendly, yet at the same time professional. The Board's policy concerning unlawful harassment is in keeping with this philosophy, viewing such behavior as unproductive, coercive in nature, unfriendly, and decidedly unprofessional.

203:1 POLICY

Harassment that is unlawful negatively affects morale, motivation, and work performance, as well as absenteeism and turnover. The Board does not tolerate any form of discrimination or harassment on the basis of age, race, sex, religious belief, color, national origin, disability/handicap, gender, genetics, or any other category of protected persons as prohibited by law.

203:2 DEFINITION

Harassment on the basis of age, race, sex, religious belief, color, national origin, disability/handicap, gender, genetics, or any other category of protected persons, or other status as prohibited by law, is illegal. Verbal or physical conduct may constitute unlawful harassment when:

1. Submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment.
2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting that person, i.e. pay increases, promotions, job assignments, etc.
3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance, or creating an intimidating, hostile, or offensive work environment.

203:3 SEXUAL HARASSMENT

Sexual harassment may consist of:

1. Making sexual advances or seeking sexual favors or actions from an employee in exchange for better working conditions, a promotion, raise, or other improvement of job condition.
2. Asking for sexual favors.
3. Making sexual comments or jokes.
4. Unwanted physical contact.

This is not a complete list of sexual harassment behaviors. If any employee feels that they are put in an uncomfortable position because of their sex, this could be considered harassment.

203:4 EXAMPLES OF OTHER INAPPROPRIATE BEHAVIOR

Specific examples of inappropriate or illegal behavior include, but are not limited to:

1. Negative or offensive comments, jokes, or suggestions about another employee's gender or sexuality.
2. Obscene or lewd sexual comments, jokes, suggestions, or innuendos.
3. Slang names or labels that others find offensive, i.e. honey, sweetie, boy, girl, etc.

4. Making negative comments about or calling attention to an employee's body or sexual characteristics.
5. Laughing at, ignoring, or minimizing the complaints of an employee who experiences sexual harassment.
6. Continuing certain behavior after a coworker has objected to that behavior.
7. Displaying nude or sexual pictures, cartoons, etc. on County property.

203:5 INTERNAL COMPLAINT PROCEDURES

Employees having reason to believe they have been subject to harassment are urged to bring their concerns to the attention of their immediate Supervisor, Department Director, Human Resources, or to the County Administrator, as appropriate.

203:5(a) REPORTING COMPLAINTS

1. Employees who bring complaints of harassment from anyone in current employment of the Board, including any Supervisors, co-workers, or visitors, are urged to report such conduct within seven (7) business days of the occurrence of the incident(s) in question to their Supervisors, so that the complaint may be investigated and resolved. Prompt reporting of incident(s) allows for timely investigation of the incident(s) while witnesses have immediate recollection of the facts and for quick resolution of complaints.
2. If the complaint involves the employee's Supervisor or someone in the direct line of supervision, or if the employee is for any reason uncomfortable in bringing the complaint to his or her immediate Supervisor, the employee may bring the complaint his or her Department Director, Human Resources, or to the County Administrator, as appropriate.
3. If the accusation of a violation of the policy is made to a Supervisor, it shall be forwarded immediately by the Supervisor to Human Resources in person or by telephone, and reported to the Department Director. Failure to follow this procedure subjects the Supervisor to disciplinary action.

203:5(b) INVESTIGATION OF ALLEGATIONS

1. All complaints will be investigated as expeditiously and as professionally as possible. To provide consistency and objective third party determination, Human Resources shall be the department afforded the responsibility to investigate allegations of harassment, to determine probable cause, and to be available to recommend appropriate corrective action; unless special circumstances require that Human Resources assign a specific investigation to another party or agency.
2. During the investigation, the accused party may be placed on administrative leave with pay.
3. Regardless of the outcome of the investigation, resolution of the complaint will be communicated to all parties involved. Such communication shall include what actions have been taken and reference the appeals process if the parties are not satisfied with the final resolution of the issue.
4. If the investigation confirms the allegations in the complaint, prompt and appropriate corrective and disciplinary action, up to and including termination may be taken.
5. Human Resources shall maintain a log of recommended disciplines, disciplinary actions taken, and associated circumstances for all incidents of harassment, in order

to provide a framework for reasonably uniform and consistent application of such disciplinary actions.

203:5(c) COOPERATION & CONFIDENTIALITY

1. Employees are required to fully cooperate in any internal investigations that may be conducted. This includes, but is not limited to, answering all questions honestly and completely.
2. Employees interviewed at any time during an investigation shall keep any and all information that is shared during the investigation strictly confidential and shall not, under any circumstances, discuss the information or the investigation with anyone other than authorized individuals.
3. Failure to cooperate with an investigation, or failure to abide by the rule of confidentiality, may be grounds for disciplinary action.
4. All reasonable and lawful efforts will be made to keep the information provided to Human Resources or designee in the complaint and investigation process as confidential as practically possible to provide for a thorough investigation, and to the extent permitted by Florida and/or Federal law.

203:5(d) RETALIATION PROHIBITED

1. Retaliation against employees for reporting harassment or assisting the designated personnel in the investigation of a complaint is illegal and will not be tolerated.
2. Retaliation includes, but is not limited to, such acts as refusing to recommend an employee for a benefit for which he or she qualifies, spreading rumors about the employee, encouraging hostility from coworkers, or escalating the harassment.
3. Employees who wish to bring complaints of retaliation should follow the procedures set forth in Section 203:5(a) Reporting Complaints.

203:5(e) KNOWINGLY FALSE COMPLAINTS/ACCUSATIONS

1. No disciplinary or other personnel actions will be taken against any employee who makes a good faith complaint of sexual harassment, workplace harassment, or provides information in good faith in any investigation, whether the investigation proves or disproves the claim.
2. The County Administrator recognizes that false accusations of harassment have a serious effect on morale in the workplace. If after investigating a harassment complaint, the County Administrator concludes that an employee has made a complaint in bad faith or knowingly provided false information regarding a complaint, disciplinary action will be taken against the individual.

203:6 HARASSMENT AVOIDANCE TRAINING

Upon orientation, all new employees will be informed of the Board's policies on equal opportunity, discrimination, and harassment, including the procedure for reporting a complaint.

POLICY 204 - CODE OF ETHICS

It is the policy of the Highlands County Board of County Commissioners (Board), that all employees are expected to conduct their professional lives in a completely ethical, truthful, and honorable manner in all dealings with the public and other Board employees.

All employees, including the Board's contract employees (i.e. County Administrator, County Attorney), will conduct themselves in a professional manner so as to maintain public confidence in their profession, their county government, and the public trust.

The Board recognizes that it is essential to the proper conduct and operation of government that public officials and employees be independent and impartial and that their public office not be used for private gain other than for the compensation as provided by law. The public interest requires this code protect against any conflict of interest and establish standards for the conduct of government employees in situations where conflicts may exist.

All Board employees will conduct their official affairs in such a manner so as to not be improperly influenced by anyone in the performance of their official duties.

The Board further recognizes that it is also essential that government attract those citizens best qualified to serve. Thus, policies against conflict of interest must be designed as not to impede unreasonably or unnecessarily on the recruitment and retention of those best qualified to serve.

To this end, the Board remains committed to upholding the high standard of ethics for all public officers and employees as set forth in Part III of Chapter 112, Florida Statutes.

204:1 GENERAL PROVISIONS

1. No Local Officer as defined by Florida Statutes or employee of the Board, including contract employees, shall have any interest, financial or otherwise, direct or indirect, or engage in any business transaction or professional activity, or incur any obligation of any nature which is in conflict with the proper discharge of his or her duties in the public interest.
2. The Local Officers and employees of the Board, including contract employees, are agents of the people and hold their positions for the benefit of the public. Such Officers and employees are bound to observe, in their official acts, the highest standards of ethics regardless of personal considerations, recognizing that promoting the public interest and maintaining the respect of the people in their government is of foremost concern.

204:2 GIFTS TO COUNTY EMPLOYEES

Employee acceptance of loans, advances, gifts, gratuities, favors, or entertainment from a supplier, bidder, or other party doing business with or desiring to do business with the Board is improper. Detailed procedures concerning gifts is specified in the Purchasing Manual.

204:3 CONFLICTS OF INTEREST

1. The Board adheres to the principles and precepts contained in the Code of Ethics for Public Officers and Employees, Chapter 112 (Part III), Florida Statutes. If an employee is in doubt as to whether a conflict of interest exists, it is that employee's responsibility to seek clarification via this process.
2. Employees in a position to influence actions and decisions regarding the Board's administration shall refrain from relationships which may adversely affect the exercise of their independent judgment in dealing with suppliers and bidders.

3. An outside personal economic relationship which affords present or future financial benefits to an employee, their family, or individuals with whom they have business or financial ties may be a conflict of interest requiring evaluation by the County Administrator.
4. An employee having an outside personal economic relationship under the conditions specified above shall file a sworn statement to this effect with Human Resources.
5. It is improper for employees to use their position with the Board to obtain or attempt to obtain any special preferences, privileges, or exemptions for themselves or for others.
6. No employee shall disclose confidential information gained by reason of their official position, nor shall the employee use such information for personal gain or benefit.

204:4 POLITICAL ACTIVITIES AND UNLAWFUL ACTS

Board employees are governed by the provisions of Section 99.012, Florida Statutes, relating to political activities and unlawful acts. Employees filling positions in Board departments receiving federal funds are also subject to the provisions of the Federal Hatch Act regarding political activities.

204:5 ADMINISTRATION OF THE CODE OF ETHICS

1. Where a question arises concerning whether or not any activity conforms to the Code of Ethics, the County Administrator, with advice from the County Attorney and Human Resources as needed, shall decide the question.
2. Any employee wishing to determine whether a proposed activity would be prohibited may document the circumstances of the proposed activity and request an opinion from Human Resources. Copies of the request and the resulting opinions shall be provided to the Department Director prior to engaging in the activity.
3. Employees who violate the Code of Ethics as defined herein, or in Chapter 112, Florida Statutes, and in addition to any other criminal or civil penalty that may be imposed, shall be subject to disciplinary action, consisting of one or more of the following:
    a. Restitution of any pecuniary benefit from the violation.
    b. Civil penalties pursuant to Section 112.317(b) 6, Florida Statutes.
    c. Reduction in salary level.
    d. Demotion.
    e. Suspension from employment for not more than ninety (90) calendar days without pay.
    f. Dismissal from County employment.
4. Violations of this Code of Ethics by contract employees may be grounds for termination of the contract employee for "just cause" as that term may be applied in the individual employment contract(s).
5. When approved by the County Administrator as involving no conflict of interest or activity which interferes with their employment, an employee may be a candidate for or hold local public office, unless otherwise prohibited by law.

POLICY 205 - EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of the Highlands County Board of County Commissioners (Board), to provide equal opportunity in employment to all employees and applicants for employment. No person is to be discriminated against based upon age, race, sex, religious belief, color, national origin, disability/handicap, gender, genetics or any other legally protected group/class.

205:1 GENERAL PROVISIONS

1. The Board may, consistent with applicable laws, choose to establish programs to achieve prompt and full utilization of minorities, the disabled, veterans, and women at all levels and in all segments of the work force. The results of these program(s) are to be reviewed periodically and modified as necessary to achieve their stated objectives.
2. The Board, as a matter of policy and practice, shall not:
    a. Fail or refuse to hire or to discharge any individual, or otherwise discriminate against any individual with respect to compensation, terms, conditions, or privileges of employment because of such individual's age, race, sex, religious belief, color, national origin, disability/handicap, gender, genetics, or any other legally protected group/class.
    b. Limit, segregate, or classify employees in any way which would deprive or tend to deprive any individual of employment opportunities, or otherwise adversely affect the status as an employee, because of such individual's age, race, sex, religious belief, color, national origin, disability/handicap, gender, genetics, or any other legally protected group/class.

205:2 EMPLOYMENT

1. Human Resources is responsible for formulating, implementing, coordinating, and monitoring all efforts in the area of equal employment opportunity. These may include, but are not limited to:
    a. Assisting management in collecting and analyzing employment data.
    b. Developing policy statements and programs emphasizing recruitment and retention techniques designed to comply with the equal employment policies of the Board.
    c. Complying with various statutory record-keeping and notice requirements in order to ensure full compliance with all employment-related statutes and regulations.
    d. Keeping employees informed of the latest developments in equal employment opportunity laws and regulations.
2. Any communication from an employee or applicant for employment, an external agency, or an attorney concerning any equal employment opportunity matter is to be referred to Human Resources.
3. While overall authority for implementing this policy is assigned to Human Resources, an effective equal employment opportunity program cannot be achieved without the support of supervisory personnel and employees at all levels. Any employee or applicant who feels they may have been subjected to any form of employment discrimination has a responsibility to report this fact to their Supervisor and/or Human Resources.

205:3 REASONABLE ACCOMMODATIONS FOR PERSONS WITH DISABILITIES

Human Resources will assist departments in the reasonable accommodation process for those employees with a qualifying disability, in order to enable them to perform the essential functions of their job.

1. Employees who are diagnosed by a health care provider as having a qualifying disability and who want a reasonable accommodation should inform Human Resources of their need as soon as possible. The employee's medical condition should be kept confidential, as required by law.
2. Employees who have a qualifying disability and who want an accommodation should provide Human Resources with any pertinent medical records needed to make decisions regarding job assignments, ability to continue working, or ability to return to work. The medical record must reflect the limitation(s) for the accommodation(s) that the employee is seeking. Employees are encouraged to suggest possible accommodations.
3. Human Resources may also require a doctor's certification of an employee's ability to perform duties safely or to assist in determining appropriate accommodations. Additionally, Human Resources may request that an employee submit to a medical examination if it believes the employee is a health or safety threat to themselves or others.
4. In attempting to reach a reasonable accommodation with a person with a qualifying disability, Human Resources will consult with the person with the disability to reach an accommodation to perform the essential functions of the job.

205:4 AGE DISCRIMINATION

1. The Board acknowledges the value in the skills and experience possessed by older workers. These workers are not only an asset to the community; they are a valuable resource of knowledge and experience. The Board bases its employment decisions solely on abilities and qualifications.
2. It is the policy of the Board to not discriminate against a worker or applicant on the basis of age, and to uphold the principles set forth in the federal Age Discrimination in Employment Act (ADEA) and the Florida Civil Rights Act.
3. The Board, as a matter of policy and practice, shall not:
    a. Fail or refuse to hire or to discharge any individual or otherwise discriminate against any individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's age.
    b. Limit, segregate, or classify employees in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect the status as an employee, because of such individual's age.
    c. Discriminate against any of its employees or applicants for employment, because such employee or applicant has opposed any practice made unlawful under ADEA or the Florida Human Rights Act, or because such employee or applicant has made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or litigation under the ADEA or the Florida Civil Rights Act.

205:5 COMPLAINTS

Anyone having reason to believe they may have been subjected to discrimination are urged to bring those concerns to the Human Resources Manager, who serves as the County's EEO and ADA Coordinator. The complaint procedure is detailed in Policy 207, Discrimination Complaint.

POLICY 206 - AMERICANS WITH DISABILITIES NON-DISCRIMINATION POLICY

It is the policy of the Highlands County Board of County Commissioners (Board), to ensure that full consideration is given to individuals with disabilities for employment. The Rehabilitation Act of 1973 was enacted to "promote and expand employment opportunities in the public and private sectors for handicapped individuals and to place such individuals in employment." Section 504 of the Rehabilitation Act of 1973, as amended by 45 CFR, Part 84, however, does not protect all "handicapped persons." In order to be considered as within the protected class/group, an individual must be a "qualified person with a handicap or disability." With respect to employment, the affected individual must be able "with reasonable accommodations (to) perform the essential functions of the job in question." The Americans with Disabilities Act of 1990 and as amended in 2009, Title I, Employment, further outlines the federal law that protects qualified individuals who have disabilities from being discriminated against in all phases of employment.

206:1 GENERAL PROVISIONS

1. In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), the Board will not discriminate against qualified individuals who have a physical or mental impairment which substantially limits one or more major life activities, have record of such impairment, or is regarded as having such impairment.
2. The ADA does not require the Board to take any action that would fundamentally alter the nature of its employment needs, or impose an undue financial or administrative burden.

206:2 COMPLAINTS

Anyone having reason to believe they may have been subjected to discrimination are urged to bring those concerns to the Human Resources Manager, who serves as the County's EEO and ADA Coordinator. The complaint procedure is detailed in Policy 207, Discrimination Complaint.

POLICY 207 - DISCRIMINATION COMPLAINT

It is the policy of the Highlands County Board of County Commissioners (Board), that anyone having reason to believe they have been subjected to discrimination are urged to bring those concerns to the attention of their immediate supervisor or Human Resources.

207:1 PROCEDURES

1. The complaint should be in writing using the Discrimination Complaint Form and contain information about the alleged discrimination, including the name, address, phone number of complainant, location, date, and description of the alleged discrimination. Alternative means of filing complaints, such as personal interviews or a tape recording of the complaint, will be made available for persons with disabilities, upon request.
2. The complaint should be submitted by the grievant or his or her designee as soon as possible, but no later than fourteen (14) business days after the alleged violation to:

   Human Resources Manager, EEO/ADA Coordinator
   600 South Commerce Avenue
   Sebring, FL 33870

3. Within fourteen (14) business days after receipt of the complaint, the Human Resources Manager or his/her designee will meet with the complainant to discuss the complaint and the possible resolution.
4. Within fourteen (14) business days of the meeting, the Human Resources Manager or his/her designee will respond in writing explaining the position of the Board.
5. If the response by the Human Resources Manager or his/her designee does not satisfactorily resolve the issue, the complainant or his or her designee may appeal the decision, within fourteen (14) business days after receipt of the response, to the County Administrator.
6. Within fourteen (14) business days after receipt of the appeal, the County will meet with the complainant to discuss the complaint and possible resolution.
7. Within fourteen (14) business days after the meeting, the County Administrator will respond in writing with a final resolution of the complaint.

207:2 RECORDS

1. All written complaints received by the Human Resources Manager, appeals to the County Administrator, and responses will be retained by the Board for at least three (3) years.
2. Records generated as a result of action taken under the provisions of this policy are exempt from public examination per Section 119.07(3) (p), Florida Statutes, until a finding is made relating to probable cause, the investigation of the complaint becomes inactive, or the complaint or other record is made part of the official record of any hearing or court proceeding.

300 - ELECTRONIC SYSTEMS, TECHNOLOGY, AND COMMUNICATIONS

POLICY 301 - USE OF COMMUNICATION SYSTEMS AND TECHNOLOGY

It is the policy of the Highlands County Board of County Commissioners (Board), to provide or contract for the communication systems and equipment necessary for the conduct of its business.

301:1 GENERAL PROVISIONS

1. Employees should familiarize themselves with the communication systems and equipment used by the Board. Most of these systems and equipment have usage charges or other related expenses. Employees should be aware of these charges and expenses and should exercise care in choosing the proper technology for each business communication. Employees should consult their Supervisor if there is a question about the proper technology to use.
2. Employees may not use the Board's address for receiving personal packages, and may not use Board stationery or postage for personal letters. Employees should exercise care so that no personal correspondence appears to be an official communication of the County.

301:2 PERSONAL USE OF COUNTY TECHNOLOGY

1. The computer and telecommunication systems are a vital part of Board operations and every effort shall be taken to ensure their availability and proper use. This usage policy is established to ensure users are aware of the proper use of these systems.
2. Users should understand that all information generated on Board equipment is the sole property of the Board, and that employees and private parties hold no ownership of any such information or equipment. Moreover, any such work products will, in most cases, be considered public record. This includes but is not limited to reports, letters, email, etc. This information is subject to monitoring at any time, with or without notice, at the sole discretion of the Board. Users of these systems are specifically informed that there is no expectation of privacy between the user and the Board for any data created or stored in the systems described.
3. Prohibitions. All users are prohibited from:
    a. Theft, damage, or destruction of computing equipment, facilities, programs, or data.
    b. Accessing, copying, or modifying computers, programs, or data without proper authorization.
    c. Reproducing or allowing others to reproduce copyrighted software material in any form without proper authorization.
    d. Accessing or using computers, programs, or data which are not authorized to the user's account.
    e. Sharing personal access codes.
    f. Sharing any security related procedures, files, or accounts with unauthorized persons.
    g. Interfering with computer systems, telecommunications facilities, networks, or other resources including e-mail systems, such that the activities of other users are inhibited or disrupted (e.g. introducing computer viruses, worms.).
    h. Intentionally rendering computer systems, telecommunications facilities, networks, or other resources inoperative (e.g. "crashing" the system or network).

i. Using computer systems, telecommunications facilities, networks, or other resources including e-mail systems, for private commercial purposes including, but not limited to, the promotion of "for profit" and or privately owned businesses or sale of private property.
j. Using computer systems, telecommunications facilities, networks, or other resources including e-mail systems to abuse, defame, harass, or threaten another individual or group, commit fraud, or distribute other unlawful messages.
k. Use of computer systems, telecommunications facilities, networks, or other resources for frivolous or non-productive purposes as defined by the Board.
l. Users shall not change computer settings that could be considered security related (such as network settings, screen saver password protection and timeout, etc.).
m. Users shall not move or relocate networked computer systems (such as the G or O drive). Users are required to receive prior written or electronic authorization by the administrators of the network prior to moving telecommunication equipment. Desktop, Notebook, Laptop, and Hand Held computers may be excluded from this requirement.
n. Users shall not setup any type of automatic forwarding of outside e-mail to any County e-mail from a home or remote computer.
o. All other unauthorized acts or uses of computing facilities or resources, or any other actions not in accordance with the policies of the Board may result in disciplinary action, up to and including termination.

POLICY 302 - ELECTRONIC MESSAGES

The Highlands County Board of County Commissioners (Board) reaffirms its commitment to government in the sunshine and public records laws with the following policy concerning the receipt of, response to, and retention of e-mail, text messages, instant messages, multimedia messages, chat messages, and other electronic messages regardless of the means of transmittal (collectively "Electronic Message").

302:1 SCOPE

In accordance with the Chapter 119, Florida Statutes, this policy applies to any Electronic Message sent to or by any County Commissioner, employee, contract employee, volunteer, agent, contractor, advisory board, committee, or task force, or member thereof, or other person or private entity subject to record retention pursuant to Florida Sunshine Law (collectively "Covered Sunshine Person or Entity").

302:2 ELECTRONIC MESSAGES

For purposes of this policy, the term "County-related" means related to the County board, commission, committee or work group of which the Sunshine Person is a member or the work being performed by the Sunshine Person or Entity for the County.

302:2(a) FOR THOSE HAVING AN ASSIGNED COUNTY E-MAIL ADDRESS

1. The County has developed methods of storing e-mail sent from and received by County e-mail addresses assigned by the Clerk of Courts Information Technology Department in compliance with Florida law. Therefore, a Covered Sunshine Person or Entity having an assigned County e-mail address need not take any action to comply with Florida law regarding retention of e-mail sent from or received by those assigned e-mail addresses unless the retention period for that public record is longer than the e-mail system archival period. For additional information on e-mail system archival periods and procedures for records retention, please refer to the Board's E-mail Categories/Disposition Policy and related procedures for retention and disposal of e-mail.
2. The Board and Board employees shall not conduct County business through Electronic Messages other than through County e-mail addresses assigned by the Clerk of Courts Information Technology Department and other platforms supported by the Information Technology Department.
3. In the event that any Covered Sunshine Person or Entity having an assigned County e-mail address receives an Electronic Message with content subject to Florida Sunshine Law by way of a system other than the County e-mail address assigned to them, that Covered Sunshine Person or Entity shall, for purposes of retention of public records, forward that Electronic Message or a screenshot of that Electronic Message to his or her assigned County e-mail address with an appropriate subject heading that clearly identifies the message content so that the resulting County e-mail message may be retrieved by keyword search if a public records request is later made for documents regarding that content. The Covered Sunshine Person or Entity shall immediately notify the sender of the Electronic Message, by telephone call or by use of his or her assigned County e-mail address, to send Electronic Messages only to the recipient's assigned County e-mail address.

302:2(b) FOR THOSE NOT HAVING AN ASSIGNED COUNTY E-MAIL ADDRESS

1. Sending - A covered Sunshine Person or Entity that does not have an assigned County e-mail address shall, for purposes of retention of public records, include the

assigned County e-mail address of the County employee who is the assigned County contact for that Covered Sunshine Person or Entity and a subject heading that clearly identifies the message content on all County related e-mail sent by that Covered Sunshine Person or Entity so that the resulting County e-mail message may be retrieved by keyword search if a public records request is later made for documents regarding that content.

2. Receiving - In the event that any Covered Sunshine Person or Entity that does not have an assigned County e-mail address receives a County-related Electronic Message, that Covered Sunshine Person or Entity shall, for purposes of retention of public records, forward that Electronic Message or a screenshot of that Electronic Message to the assigned County e-mail address of the County employee who is the assigned County contact for that Covered Sunshine Person or Entity with an appropriate subject heading that clearly identifies the message content so that the resulting County e-mail message may be retrieved by keyword search if a public records request is later made for documents regarding that content. The Covered Sunshine Person or Entity that does not have an assigned County e-mail address shall also immediately notify the sender of the Electronic Message, by telephone call or by use of e-mail sent also to the assigned County e-mail address of his or her assigned County contact, to send messages to the Covered Sunshine Person or Entity only by e-mail that is also sent to the assigned County e-mail address of the assigned County contact for the Covered Sunshine Person or Entity.

POLICY 303 - SOCIAL MEDIA POLICY

The Highlands County Board of County Commissioners (Board), reaffirms its commitment to government in the sunshine and public records law by adopting this Social Media Policy concerning the receipt, retention, and display of social media. This policy and procedures govern the use of social media by County personnel and officials.

303:1 SCOPE

This Social Media Policy shall apply to all County Commissioners, employees, contract employees, volunteers, and members of advisory boards, committees, and task forces appointed by the Board of County Commissioners (individually and collectively referred to herein as a Covered Person).

For purposes of this policy, Social Media is defined broadly to encompass any form of online interaction in virtual communities, networks, logs, microblogs, etc., as well as use of related internet-based applications including, but not limited to, Facebook, Myspace, LinkedIn, Twitter, YouTube, Pinterest, Tumblr, Snapchat, Instagram, Flickr, and similar sites, as well as those not in existence at the time of the adoption of this Social Media Policy (collectively Social Media).

303:2 COUNTY-SPONSORED SOCIAL MEDIA

1. All County-Sponsored Social Media Sites and accounts must be approved by the County Administrator and created using a County e-mail address prior to being used for County business or operations. The County employs a third-party entity to capture all Social Media interactions or communications sent to or from County-Sponsored Social Media Sites and no further action is needed for a Covered Person to comply with Florida Law.
2. Unless approved by the County Administrator, no County website or County-Sponsored Social Media Site or account shall have the capability of allowing public comment or posting. Any posting or public comment or posting features shall be disabled on County-Sponsored Social Media Sites and accounts.
3. County personnel administering County-Sponsored Social Media shall comply with copyright and intellectual property laws.
4. The County reserves the right to use Social Media and networking sites to screen job applications to the extent permitted by applicable law.
5. County-Sponsored Social Media Sites and accounts shall not be used for private purposes or to solicit for any purpose not in connection with County business or operations or to disseminate confidential information or HIPAA information.

303:3 COVERED PERSON'S PERSONAL SOCIAL MEDIA

1. County Employees are prohibited from engaging in personal Social Media activities during working hours (except during meal or other approved breaks).
2. County equipment, accounts, and resources shall not be used to engage in personal Social Media activities. Covered Persons have no expectation of privacy with respect to the use of any County equipment, accounts, or resources, and the County reserves the right to monitor, review, and search all County equipment, accounts, and resources at any time for any reason.
3. Covered Persons are not permitted to post any pictures or other depictions of themselves or others wearing a County uniform, using County equipment or vehicles,

or otherwise displaying the County's image on any Social Media sites or web sites without the express prior approval from the County Administrator.

4. When publishing content to a personal Social Media site or account, Covered Persons must not state, imply or create the impression that they are speaking in an official capacity or on behalf of the County or that their activity is endorsed by the County. County-maintained websites and County-Sponsored Social Media activities shall be the officially approved means of disseminating information to the public.
5. Covered Persons shall not post information concerning County operations or County employment that is defamatory on Social Media.
6. Covered Persons must be sensitive to the fact that their conduct, online and offline, is often subjected to greater scrutiny in the community and the media. Accordingly, Covered Persons are expected to exercise good judgment in their Social Media activities. If the County Employee's Social Media activities fail to comply with this expectation, the County Employee may be subject to disciplinary action.
7. Covered Persons are prohibited from engaging in any conduct on their personal Social Media sites and accounts that would be constitute unlawful workplace harassment, discrimination or retaliation.
8. Nothing in this Social Media Policy is intended to restrict County Employees, while off-duty or during meal or other approved breaks, in the exercise of their right to speak freely on matters of public concern and to engage in other lawful activities for the purpose of collective bargaining or other mutual aid or protection as defined and interpreted by applicable law
9. Covered Person's Personal Social Media Shall Not Be Used for County-Related Business.
10. Covered Persons are prohibited from using any Social Media other than County-Sponsored Social Media Sites and accounts to interact or communicate any County-related business through Social Media.
11. In the event a Social Media interaction or communication is sent or received by a Covered Person on Social Media that is not a County-Sponsored Social Media Site relating to County-related business, the Covered Person or Entity shall take a screen-shot picture of the Social Media interaction or communication and send it to a County e-mail account for retention. The e-mail shall include a subject heading identifying the subject matter so that the County e-mail may be retrieved if a public records request is later made for documents regarding that subject matter.

400 - EMPLOYMENT

POLICY 401 - HIRING

It is the policy of the Highlands County Board of County Commissioners (Board), to be an equal opportunity employer and to hire individuals upon the basis of their qualifications, suitability, and ability to successfully complete assigned work.

401:1 GENERAL PROVISIONS

1. Supervisors and Department Directors who need to fill a regular full or part-time job vacancy should submit a Position Fill Request to Human Resources to request that the position be advertised and filled. All requisitions will be reviewed by Human Resources and the Office of Management and Budget before the vacancy is posted. County Administrator approval is required for all postings that require job description changes, internal only posting, and during any period deemed as a Hiring Freeze.
2. During the recruitment, hiring, and orientation process, no statement is to be made promising permanent or guaranteed employment and no document should be called a contract unless, in fact, a written employment agreement is to be used. All employees of the Board should be made aware in writing that employment with the County is at-will and should exercise great care not to make any representations otherwise.
3. Any candidate for employment must complete a Board Application for At-Will Employment and submit it to Human Resources. All applications must be received no later than 5:00 P.M. on the closing date of the job announcement. Any applications received after this date and time will not be accepted.
4. The hiring department will work closely with Human Resources to determine whether an applicant meets the minimum qualifications for the open vacancy. The interview panel will select the candidate(s) for hire and make a recommendation to the County Administrator for final approval.
5. An application may be rejected by Human Resources if the applicant:
    a. Has made false statements or omissions of any fact or practical deception in the Application for At-Will Employment form or process, regardless of when discovered.
    b. Does not meet the minimum training, education, or experience requirements established for the position.
    c. Has falsified the application through either commission or omission.
    d. Has failed to complete the application and/or sign it.
6. Whether or not an applicant will be rejected depends on the specific facts, including the nature of the offense, relevance to employment, passage of time since the incident occurred, evidence of rehabilitation, or other mitigating factors.
7. Human Resources is responsible for New Employee Orientation and for the processing of employment forms. The Supervisor is responsible for any necessary job training. Further information is available in Policy 501, Orientation and Training.
8. All employees may bid for any posted job by submitting an Employee Bid Form (Appendix 5) and an updated Application for At-Will Employment. Temporary employees may apply for posted jobs by completing an Application for At-Will Employment. If there is a qualified internal candidate available for the position, the vacancy is not required to be advertised in accordance with Policy 403:4, Promotion.

9. Applicants offered employment in safety-sensitive positions with the Board may be required to successfully pass a pre-employment drug screening. A qualified laboratory chosen by the Board will perform the test. Any applicant who refuses to take the test, or whose test results are positive, will be denied employment at that time. Refer to Policy 105, Drug-Free Workplace, for additional information.
10. All applicants offered employment with the Board will have a criminal background check and a review of motor vehicle records.
11. Former employees of the Board who left in good standing may be considered for re-employment. A former employee who is re-employed will be considered a new employee from the date of re-employment. Further information is available in Policy 403:3, Reinstatement.

401:2 PERSONNEL REQUISITIONS

This section sets forth the rules and regulations for the members of the interview panel in accordance with recommending qualified candidates for hire to the County Administrator.

1. Each listing of persons from a Certificate of Eligibles for appointment shall be entitled a "Personnel Requisition."
2. Additions and deletions from the Personnel Requisition listings may be made by Human Resources and approved by the County Administrator. Justification for such changes must accompany the requisition.
3. Procedure:
    a. Order of Qualification. When issuing the Personnel Requisition, applicants should be listed in order of hiring preference.
    b. Geographic Location Tie-Breaker. When qualifications are equal, geographical location of the applicant's home in relationship to the job site may be used as a consideration for breaking the tie. Geographical location will not serve to eliminate an applicant who is more qualified than others being certified.
    c. Exception. When proximity to work location is essential due to required response time for reporting to the work site on an unscheduled basis, the names of eligible candidates may be certified on the basis of area residency.
    d. County Residency Policy. It is not the policy of the Board to exclude employment opportunities from qualified applicants who reside outside the geographical limits of Highlands County or who are unwilling to relocate to the Highlands County area. It is, however, the policy of the Board to present an offer of employment to qualified applicants who reside within the geographical limits of Highlands County or are willing to relocate therein, prior to other applicants of equal qualification.

401:3 VETERAN PREFERENCE

Veterans' Preference for eligibility in employment will be extended to certain Veterans and spouses of Veterans in accordance with Section 295.07, Florida Statutes.

1. The state and its political subdivisions shall give preference in appointment and retention in positions of employment to:
    a. Those disabled veterans:
        i. Who have served on active duty in any branch of the United States Armed Forces, have received an honorable discharge, and have established the present existence of a service connected disability that is compensable under

public laws administered by the United States Department of Veterans Affairs; or

ii. Who are receiving compensation, disability retirement benefits, or pension by reason of public laws administered by the United States Department of Veterans Affairs and the United States Department of Defense.

b. The spouse of a person who has a total disability, permanent in nature, resulting from a service connected disability and who, because of this disability, cannot qualify for employment, and the spouse of a person missing in action, captured in line of duty by a hostile force, or forcibly detained or interned in line of duty by a foreign government or power.

c. A wartime veteran as defined in Section 1.01(14), Florida Statutes, who has served at least one (1) day during a wartime period. Active duty for training may not be allowed for eligibility under this paragraph.

d. The unremarried widow or widower of a veteran who died of a service-connected disability.

e. The mother, father, legal guardian, or unremarried widow or widower of a member of the United States Armed Forces who died in the line of duty under combat-related conditions, as verified by the United States Department of Defense.

f. A veteran as defined in s. 1.01(14). Active duty for training may not be allowed for eligibility under this paragraph.

g. A current member of any reserve component of the United States Armed Forces or the Florida National Guard.

401:4 RECRUITING

This section sets forth rules and regulations for recruiting applicants for vacancies and newly established positions.

1. Recruiting Action. Active recruitment for all authorized regular positions, available or anticipated available will be conducted by Human Resources in cooperation with other departments and agencies.

2. Vacancies. Anticipated vacancies are those authorized regular positions being vacated within no more than 90 calendar days. Anticipated vacancies may not be forecast or advertised based on pending disciplinary action or requested changes in the manning level. A vacancy may be anticipated when the employee occupying the position has submitted a written resignation, been approved for transfer to another position within the organization, or has applied for and been approved for retirement within 30 calendar days.

3. New Position Recruitment. A new position may only be recruited after it has been approved by the Board and funded. Recruitment action shall not occur more than 90 calendar days before the established effective hire date.

4. Recruitment Scope. Recruitment actions and/or announcements shall be designed to reach all segments of the County population. Announcements will be displayed in the reception area and will be made available by Human Resources upon request. All job postings will be posted electronically on the Board website. They may also be provided to each department, to public and private employment agencies, and/or to automated employment services.

5. Basis for Recruitment. Applicants for all positions shall be recruited on the basis of the minimum training and experience requirements established for that position without regard to age, race, sex, religious belief, color, national origin, disability/handicap, gender, genetics or any other legally protected group/class.
6. Recruiting Language. All recruitment literature shall contain the title of the employer "Highlands County Board of Commissioners" and the phrase "An Equal Opportunity, Veterans Preference, and Drug-Free Workplace Employer."

401:5 PRIVATE EMPLOYMENT AGENCIES

The use of private employment agencies is permissible provided:

1. Human Resources direct recruitment cannot produce personnel for hire in sufficient time to serve the need for the personnel.
2. Use of the private employment agency may provide a competitive business advantage over direct hire of personnel.
3. The private employment agency must provide Human Resources written certification of compliance with Federal Civil Rights Act, Americans with Disabilities Act, Age Discrimination in Employment Act, pertinent guidelines of the Equal Employment Opportunity Commission, and Florida law.
4. Fees or charges for services rendered shall be reasonable per the market.

401:6 JOB POSTING

Posting shall be dated per the date issued by Human Resources. All postings may be placed on department bulletin boards for the information of Board employees. Announcements may be posted electronically.

1. Employee Bids:
   a. All employees may bid for any posted job by submitting an Employee Bid Form (Appendix 5) and an updated Application for At-Will Employment. Temporary employees may apply for posted jobs by completing an Application for At-Will Employment.
   b. Employee Bid Forms must be submitted in sufficient time to allow processing through the proper chain of command to arrive in Human Resources no later than 5:00 P.M. on the closing date of the job announcement. Employee Bid Forms received after this date and time will not be accepted.
   c. Employee Bids which would result in a lateral move to a position with the same job title will not be considered. Refer to Policy 407, Later Transfer. Employee Bids which would result in a demotion must be approved by Human Resources.
   d. All employees who successfully bid on a job posting may forfeit the option to return to the position they vacated.
2. Job openings filled by transfers, reassignment, or internal promotions may not be subject to job postings.
3. Reclassifications due to changes in job requirements are not subject to job postings.
4. In order to reach all segments of the population, paper, or electronic copies of each job posting may be sent to the local State of Florida employment agency, local organizations, or any other applicable agency.

401:7 ADVERTISING

To ensure a supply of qualified applicants and promote community relations with all segments of the County's population, job postings may be advertised in local media and posted electronically as a general rule, under the following conditions:

1. All regular and temporary vacancies, without regard to pay grade, to afford a high-quality pool of applicants for consideration.
2. New regular positions without regard to pay grade (if not filled by reassignment, reclassification or internal promotion).
3. Advertisements may be placed outside the County when local advertising fails to produce sufficient applicants that meet the minimum qualifications for the job or when directed by the County Administrator to fulfill special recruiting requirements.

The following situations do not require job posting:

1. Vacancies for which a posting was published for the same or lower pay grade within 90 calendar days of the effective date of the vacancy, and for which well-qualified current applicants exist.
    a. Applicants may be selected for positions of the same job title; or
    b. Applicants may be selected for positions in the same or lower pay grade for which they interviewed.
    c. This excludes positions that require Board appointment.
2. Part-time and/or temporary postings, when there are sufficient applications on-hand to support a quality hiring decision.
3. When disciplinary action results in reassigning an employee from a higher position to a vacancy in a lower pay grade.
4. When a vacancy is being filled by an existing employee through lateral transfer, reassignment, reclassification, or internal promotion.
5. When a vacancy is filled by a former employee returning from workers' compensation absence.

POLICY 402 - APPLICANTS FOR EMPLOYMENT

It is the policy of the Highlands County Board of County Commissioners (Board), that applications for employment shall be accepted for open positions. All applicants will be accorded uniform and equal treatment in all phases of the examination procedure. Applicants may not be accepted or rejected because of age, race, sex, religious belief, color, national origin, disability/handicap, gender, genetics or any other legally protected group/class. Reasonable accommodations may be made for disabled applicants to ensure equal access to the examination and evaluation process.

402:1 GENERAL PROVISIONS

1. Application Assembly. It is the sole responsibility of the applicant, whether a current or former employee or applying from outside the organization, to assemble and deliver any and all materials that comprise their application for employment. Human Resources staff is not required to perform word processing, copying services, procure or update materials or transcripts, etc. in order to assemble applications.
2. Compliance with Laws, Rules, and Regulations. Staff shall ensure that all positions are filled in a manner consistent with the intent and purpose of this section and other applicable state and federal rules, regulations, and law.

402:2 PROCEDURES

1. Receipt. Human Resources is responsible for accepting applications for employment.
2. Forms. Applications will be submitted on the Highlands County Board of County Commissioners Application for At-Will Employment. Applicants requesting special assistance due to disability will receive equal consideration and be afforded reasonable accommodation throughout the application and examination process.
3. Signature Required. Applications must be signed by the applicant, attesting to the truth of all statements contained on the application. Falsification of an application may be cause for disqualification of an applicant or the dismissal of the employee. Applications received without the applicant's signature, whether intentional or accidental, may be rejected.
4. Qualifying. Applicants may be individually reviewed and ranked based on a numeric grading scale. Veterans' preference will be awarded per Chapter 295, Florida Statutes.
5. Application Rejection. An application may be rejected by Human Resources if the applicant:
    a. Has been convicted of a felony or first-degree misdemeanor which directly relates to the position sought, regardless of when discovered.
    b. Has made false statements or omissions of any fact or practical deception in the Application for At-Will Employment or process, regardless of when discovered.
    c. Whether or not an applicant will be rejected under items (a) and (b) above depends on the specific facts, including the nature of the offense, relevance to employment, passage of time since the incident occurred, evidence of rehabilitation, or other mitigating factors.
    d. Does not meet the minimum training, education, or experience requirements established for the position.
    e. In consultation with hiring department, if an unsatisfactory employment record as shown by written factual evidence, i.e. employment application or references. In

such cases, former employers and references may be contacted to gain additional information.

f. Employee is ineligible for rehire due to an involuntary resignation.

6. Application Status. Applicants not selected for an interview will be advised by mail or telephone. Applicants examined or interviewed will be advised by mail or telephone of their status following the interview.
7. Not Hired. Applicants not hired may request to use the application on file for up to six (6) months after submission. After six (6) months a new application will be required.
8. File. Human Resources shall maintain the original application as part of the personnel file for all persons hired.

402:3 INTERVIEW

All appointments will be made on the basis of merit and fitness to be determined as far as practical and possible by a competitive examination process, which may include, but not be restricted to, any or all of the following: oral interview, written test, oral test, performance test, physical or fitness test, evaluation of training and experience, length of time in present position, and any other applicable criteria which will fairly measure the relative abilities of individuals competing in examinations.

Candidates may be required to attain at least a minimum performance on each part of the examination process in order to be considered for employment.

Reasonable accommodations will be provided in the examination process when requested by disabled job applicants.

Interviews for the position of Department Director and above require public notice.

Applicants may be examined by one or more of the following methods:

1. Personal Interview. An in-person or web-based interview to determine abilities and qualification, which may include any or all of the following: oral interview, written test, oral test, performance test, physical or fitness test. Personal interviews shall be conducted by an interview panel. Applicants may be scored or ranked using a numeric grading scale.
2. A second or third interview may be required at the request of the interview panel, Department Director, Human Resources, or County Administrator.
3. Interview Panel. The interview panel should be comprised of three (3) or more members to include the Supervisor, Department Director or department designee, and a member of Human Resources. Prior approval through Human Resources is required for all non-Board panel members. The County Administrator may participate in a two (2) person panel of his or her choosing for which Human Resources does not have to participate.

Public Information and Records Retention. Following an interview, Human Resources will make available, upon request, the results in accordance with Chapter 119, Florida Statutes.

402:4 OTHER PERSONNEL SERVICES (OPS)

Other Personnel Services (OPS) positions are intended to fulfill short-term or sporadic needs of the Board, except professionals, who are to be used on a fill-in status only. Employment of personnel in the OPS category in the same position for a period longer than six (6)

months requires prior approval by the Board of County Commissioners. Refer to Policy 410, Supplemental Workforce.

402:5 CONDITIONAL OFFER OF EMPLOYMENT AND PROCESSING

After tentative selection and before final processing, an applicant shall be required to:

1. Take a physical examination performed and evaluated by a designated physician, if required by the position.
2. Take a physical agility test, if required by the position.
3. Present:
    a. Authorization to work in the United States. Highlands County participates in E-Verify.
    b. Proof of identification.
4. Sign a waiver and authorization to conduct a criminal, work, and personal reference background investigation.
5. Complete drug and/or alcohol test, if required by the position (safety sensitive).
6. Present a valid Florida Driver's License, if required by the position.
7. Sign a loyalty oath.
8. Complete bonding and fingerprinting requirements for the positions, if any.

402:6 PHYSICAL EXAMINATION

When physical examination is required for specified positions, the applicant shall present to the designated physician and undergo a physical examination by a physician. Using the job description, the physician shall conduct the examination and identify all medical conditions which may have an effect on the prospective employee's ability to perform the essential job functions of the identified position.

If medical restrictions/limitations are identified, Human Resources shall review the report and determine:

1. If reasonable accommodations can be made available for the selected candidate.
2. If the prospective employee shall be required to submit additional medical information from their personal physician.
3. If the offer of employment must be withdrawn.

An applicant who fails to pass the physical examination may request reconsideration by submitting additional medical information per the following:

1. Written request for reconsideration must be made to Human Resources within ten (10) calendar days of notice of examination failure.
2. Upon receipt of a request for reconsideration, Human Resources shall review it with the authorized physician who made the initial assessment. If necessary, additional medical examinations may be authorized at the expense of the Board.

The applicant shall not be considered a Board employee until completion of the medical examination process and acceptance of an unqualified offer of employment. Final appointment to the position is contingent on successful completion of all required elements of the pre-employment physical, physical agility test, drug screen (if safety sensitive), and

background investigation. Rejection of a candidate at this step will be based on a reason that is job-related and consistent with business necessity.

402:7 E-VERIFY

To comply with federal regulations of the Immigration Reform and Control Act (IRCA), all employees are required to complete an Employment Eligibility Verification form (I-9 form). This law applies to all individuals hired, including full-time, part-time, and OPS employees. E- Verify is a web-based program administered by the U.S. Department of Homeland Security, U.S. Citizenship and Immigration Services (USCIS) Verification Division, and the Social Security Administration that supplements the current I-9 employment eligibility verification process. The program determines whether the information provided by the new hire matches government records and whether the new hire is authorized to work in the United States.

1. All employees must complete Section 1 of the I-9 form on day one of their employment. All employees must complete the I-9 form within three (3) business days of the date employment begins by providing appropriate documentation. Any employee who fails to complete the I-9 within the three (3) business day time period cannot continue to work.
2. To maintain compliance, the appropriate Human Resources designee must also certify Section 2 of the I-9 form AND prepare the E-Verify report within three (3) business days of the date of employment.
3. Re-verifications & Re-hires. Federal regulations require an update and/or re-verify the I-9 form when one of the following occurs:
    a. An employee is terminated and then re-hired - The original I-9 is valid only when the employee is re-hired within three (3) years of the original hire date. Otherwise, a new I-9 form and E-Verify report must be completed. A new E-Verify report must be completed for all rehires.
    b. An employee's work authorization is about to expire and a new or extended status has been approved, or, the employee’s status has changed to another non-immigrant or to immigrant status. No new E-Verify report is required for work authorization re-verifications.
4. I-9 Retention. The Board shall retain all valid I-9 forms in accordance with the State of Florida General Records Schedule GS1-SL.
5. Final appointment to the position is contingent on successful completion of all required elements of the investigation. Rejection of a candidate at this step will be based on a reason that is job-related and consistent with business necessity.

POLICY 403 - APPOINTMENT

It is the policy of the Highlands County Board of County Commissioners (Board), that all new employees (fulltime and part-time regular employees in Board-approved positions; does not include temporary employees) are to be carefully monitored and evaluated during original appointment, reinstatement, promotion, demotion, reassignment or trainee status.

403:1 APPOINTMENT TYPES

1. An established position must be filled by one of the following types of appointments:
   a. Original
   b. Trainee
   c. Reinstatement
   d. Promotion
   e. Demotion
   f. Reassignment (Policy 408)
2. Regular Status. An employee does not attain regular status until successful completion of the six (6) month probationary status. Upon accepting a new position, regardless of the appointment type, all employees will be placed into probationary status.
3. Minimum Training and Experience Requirements. Any person appointed to a position under the Board must meet the minimum training and experience requirements established on the job description for the position to which appointed, unless:
   a. Designee Pay. The employee is appointed with Designee Pay per Section 701:3.
   b. Trainee Status. Human Resources and the Department Director shall determine if the individual does not yet meet the minimum training requirements and appointment to trainee status is appropriate. In this case, the employee should be able to complete the training requirement within six (6) months of appointment.

403:2 ORIGINAL APPOINTMENTS

No original appointment shall be made without the approval of the County Administrator. Except for reinstatement, promotion, demotion, or reassignment appointments, appointments made in accordance with the provisions of this chapter to established positions shall be considered original appointments.

Upon original appointment to a position, an employee shall be given status in that position in accordance with the following:

1. Probationary Status. An employee appointed to fill an established position on a regular full-time or part-time basis shall be given probationary status. As an incentive for new employees to complete probation and matriculate as a regular employee with an evaluation of 3.1 or higher, up to a five percent (5%) end of probation pay raise may be authorized on a case by case basis by the County Administrator.
   a. When an employee who has not attained regular status is granted a leave of absence without pay in excess of three (3) workdays, the time spent on such leave may not count toward the completion of the employee's probationary status.

2. Trainee Status. An employee appointed to fill an established position on a regular full-time or part-time basis shall be given trainee status when:
    a. The employee does not meet the minimum training and experience requirements for that position; and
    b. The employee is participating in accordance with an established training schedule or program approved by Human Resources.
    c. Upon the completion of the training, or six (6) months of continuous employment, whichever comes later, the employee may be given regular status. Training shall last no longer than six (6) months.
    d. The salary shall be five percent (5%) below the salary range minimum of the assigned position.

A new employee without regular status may be terminated at any time without the right to appeal.

403:3 REINSTATEMENT

1. A Board employee who held regular status prior to separation may be given a reinstatement appointment, provided:
    a. The employee was separated from employment in good standing.
    b. Reinstatement is made within one (1) month from the date the employee separated.
    c. The appointment is made to a position in the same pay grade or to a position in a lower pay grade within a similar position.
2. Limitations. If an employee who held regular status is not given a reinstatement appointment within one (1) month from the date separated, the employee shall be given an original appointment if re-employed by the Board. Refer to Policy 403:2, Original Appointments.
3. Laid-Off Employees. Whenever possible, vacancies shall be filled by reinstatement of former employees who have been laid-off, in accordance with Policy 412, Layoff Policy.

403:4 PROMOTION

An employee shall be given a promotion appointment when moved from a position in one pay grade to a position in another pay grade having a greater degree of responsibility and a higher maximum salary. All promotions are subject to approval by the County Administrator.

1. Eligibility. Employees with or without regular status may be promoted to a position for which the employee meets the minimum training and experience requirements.
2. Probation. A promoted employee who has previously attained regular status, shall serve a probationary period of three (3) months in the higher pay grade. This period may be extended for a maximum of three (3) months by the Department Director with concurrence of Human Resources, for a maximum of six (6) months total.
3. Leave Accrual After Promotion. Employees with regular status prior to promotion continue to accrue annual and sick leave in the same manner in effect prior to promotion. Employees without regular status prior to promotion shall be awarded sick leave three (3) months after the date of original hire and annual leave after six

(6) months so long as progress is satisfactory. Refer to Policy 601, Sick Leave, and Policy 603, Annual Leave, for details on how leave is computed.

4. Demotion During Probation. A promoted employee may be demoted to a position within the same pay grade from which they were promoted any time prior to attaining regular status in the higher pay grade, without having the right to appeal the demotion.
5. Internal. The County Administrator may authorize an internal promotion for any vacancy. No external or internal job posting is required. Salary shall not be approved at more than ten percent (10%) above the employee's current salary or to the minimum of the new pay grade.

403:5 DEMOTION

An employee shall be given a demotion appointment when moved from a position in one pay grade to a position in another pay grade having a lesser degree of responsibility and a lower maximum salary.

1. Voluntary Demotion. With the approval of the County Administrator, an employee with regular status may be demoted, to a position for which the employee meets the minimum training and experience requirements providing the demotion is voluntary and the employee signs a statement to that effect. Salary will be reduced by five percent (5%) or to the mid-point of the new pay grade. Salary may not exceed the mid-point of the new pay grade.
2. Involuntary Demotion. Involuntary demotions of regular employees require the approval of the County Administrator. An employee with regular status shall be given a demotion appointment to a position in a lower pay grade in the same manner prescribed for original appointments and may appeal the action through the Grievance Procedure (Policy 803). Salary will be reduced by ten percent (10%) or to the midpoint of the new pay grade. Salary may not exceed the mid-point of the new pay grade.
3. Status. Demoted employees shall be placed on a six (6) month probationary status.
4. Demotion of Non-Regular Employees. An employee who has not attained regular status and is given a demotion appointment to a position in a lower pay grade shall not have the right to appeal the demotion.

403:6 POSITION OVERLAP

No position shall be filled by more than the equivalent of one (1) full-time employee, except as provided for in this section. Overlap is defined as a condition in which two (2) employees are placed in the same position for any of the following reasons:

1. For the purpose of training one employee to take-over the duties of another employee.
2. For the purpose of performing duties of an employee placed on leave with or without pay due to the employee's personal illness, injury, disability or other absence.
3. Overlap shall not occur in any position without County Administrator approval and may not exceed 90 calendar days unless a longer period is authorized by the Board.

POLICY 404 - NEPOTISM & FRATERNIZATION

It is the policy of the Highlands County Board of County Commissioners (Board), to be an equal opportunity employer and to hire individuals upon the basis of their qualifications, suitability, and ability to successfully complete assigned work.

404:1 NEPOTISM

1. A relative of an employee will be considered for employment by the Board, provided the applicant possesses all the qualifications for employment. A relative will not be hired, however, if such employment would:
   a. Create either a direct supervisor/subordinate relationship with a relative; or
   b. Create either an actual conflict of interest or the appearance of a conflict of interest.
2. These criteria will also be considered when assigning, transferring, or promoting an employee. For the purposes of this policy "relative" shall be defined, in accordance with Chapter 112.3135, Florida Statutes, as an individual who is related to the public official as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister half-brother, or half-sister.
3. Employees who marry or become members of the same household may continue employment as long as there is not:
   a. A direct supervisor/subordinate relationship between such employees; or
   b. An actual conflict of interest or the appearance of a conflict of interest.
4. Should one of the above situations occur, Human Resources will attempt to find a suitable position within another department to which one of the affected employees may transfer. If accommodations of this nature are not feasible, the employees will be permitted to determine which of them will resign.

404:2 FRATERNIZATION

The Board recognizes the need to establish a work place free of relationships that could create liability for the County and a perception of favoritism and/or conflict among County employees; therefore, interfering with the proper conduct of County business.

1. The Board does not feel that a prohibition against a consensual romantic relationship is necessary, provided:
   a. Both parties mutually and voluntarily consent to the relationship.
   b. The relationship does not affect judgment or performance of duties of involved employees.
   c. The relationship does not negatively impact the work environment.
   d. The relationship is not between a direct supervisor and subordinate.
2. Employees are strictly prohibited from engaging in any form of intimate contact that would in any way be deemed inappropriate by a reasonable person serving anywhere on County premises, whether during working hours or not.

POLICY 405 - JOB CLASSIFICATIONS

It is the policy of the Highlands County Board of County Commissioners (Board), to evaluate all jobs in order to establish a consistent basis for measuring and ranking the relative worth of each job. Further, it is the intent of the Board to maintain salary ranges, current job titles, and job descriptions in accordance with sound compensation practices.

405:1 GENERAL PROVISIONS

1. Human Resources is responsible for coordinating the continuing internal review of the Board's compensation structure and for making sure that each job is evaluated and assigned a salary range which accurately and fairly reflects each job's responsibilities and performance.
2. The Pay Plan contains salary ranges with a minimum and a maximum rate for each job title. Changes in salary range assignments may only be made by the County Administrator, and are subject to approval by the Board of County Commissioners.
3. Human Resources should evaluate all new positions and review, on a periodic basis, all job descriptions to ensure that they accurately reflect current duties. If a suitable job title does not exist, Human Resources may recommend the establishment of a new job title and salary range for approval by the County Administrator.
4. Only the Board may authorize establishing new regular or temporary positions with benefits. To the extent feasible, actions that may result in new positions will be processed as part of the normal budget cycle. Classification of new positions or reclassification of existing positions which require immediate action and which significantly impact either the County organization or individual employees may be considered as an exception to policy.
5. Human Resources is responsible for developing and administering daily activities of the job evaluation program. This includes taking responsibility for revising and/or updating job descriptions, deleting job titles that are no longer needed, and position reclassifications. Human Resources may require the assistance of Supervisors, Managers, or Department Directors to ensure the accuracy of the duties listed within the job description.
6. Human Resources is responsible for reassigning job titles to the Exempt and Hourly pay plans based on changes in organizational needs, in compliance with the Fair Labor Standards Act.

405:2 PAY GRADES

1. The Board has adopted three (3) pay grades to serve the needs of its employees:
    - 100 Series – Includes regular 40-hour employees working eight (8) hour and ten (10) hour shifts. Overtime is earned after 40 hours worked in the seven (7) day work period. This series includes exempt Fire Rescue positions, 40-hour Fire Rescue positions (identified in Policy 406:1 – General Provisions) and OPS positions.
    - 200 Series – Fire Rescue single certificated employees (EMS only) working 24 hours on and 48 hours off. Overtime is earned after 40 hours worked in the seven (7) day period.
    - 300 Series – Fire Rescue dual certificated employees working 24 hours on and 48 hours off. Overtime is earned after 106 hours worked in the 14-day period.

405:3 JOB DESCRIPTIONS

1. Job descriptions define the kind of work and level of responsibility normally assigned to employees performing a job. While exact duties and responsibilities of positions under a specific job title may differ, all positions so designated shall be sufficiently similar as to kind of work, level of difficulty or responsibility, and qualification requirements to warrant like treatment for personnel purposes.
2. Job descriptions shall contain the parts listed below. Each part must contain the minimum amount of information required to distinguish each characteristic.
    a. Position Information. The position title given will best describe the job specification. This section will include the job title, job code, FLSA classification, type of position, division, department, cost center, pay grade, pay range, special risk (if applicable), and if the position is full or part-time.
    b. Position Duties & Responsibilities.
        i. General Description. The specific reason the position is established, and the overall objectives to be achieved by the employee that holds the position.
        ii. Essential Job Functions. Specific statements as to the kind of work and level of responsibility the job specification encompasses, but not restrictive to the duties that may be required. A statement of the number of personnel supervised by the holder of the position, if any.
        iii. Knowledge, Skills, and Abilities. Statements specifying the knowledge level, special abilities, and skills necessary to do the job. This section will also contain a description of the physical abilities required of the position, based on the normal and recurring physical demands of the job.
        iv. Physical Skills. Physical ability requirements must be based on the essential functions performed by the job. A description of the usual and occasional location and environment in which the holder of the position is required to operate.
    c. Minimum Qualifications. Statements of the kind and amounts of training, education, experience, and/or other qualifications that is normally required of applicants for the job specification. This section will also include working hours and disaster assignment.
3. The County Administrator is authorized to make minor changes to job descriptions, excluding pay grades. All major changes, including the creation of new positions, require Board approval.

405:4 RECLASSIFICATION

1. A position may be reclassified from either a higher or lower pay grade as a result of significant changes in assigned duties and responsibilities.
2. Reclassifications cannot be created for situations involving the assignment of new duties and responsibilities which in effect create a new position.
3. Reclassifications will not be approved for artificial changes in duties and responsibilities solely for the purpose of gaining a change in the current authorized pay grade.
4. All reclassifications must be reviewed by the County Administrator and Human Resources, and approved by the Board, prior to implementation.

405:5 LEAD WORKERS

1. When two (2) or more positions in the same position or pay grade are located in the same work unit, one position may be assigned lead worker duties, provided:
   a. The position is assigned duties and responsibilities of a limited supervisory nature in addition to normal assignments of the position.
   b. The supervisory responsibilities do not justify reclassification of the position.
2. Lead worker duties may not be assigned to a position unless the position has been reviewed by the County Administrator and Human Resources, and approved as a lead worker position by the Board.
3. Employees assigned lead worker responsibilities will not receive more than a pay increase of ten percent (10%) above the employee's current biweekly salary as approved by the County Administrator. Such salary increases may not exceed the maximum of the current pay grade.

405:6 HAZMAT AND TECHNICAL RESCUE PAY

1. Up to 20 qualified employees may be recommended by the Public Safety Director and approved by the County Administrator as members of the Hazmat team.
2. Approved members of the Hazmat team will be compensated for their participation, as follows:
   a. One (1) employee may be designated as the Hazmat team leader and will receive a pay increase of ten percent (10%).
   b. Up to 19 employees may be designated as a Hazmat team member and will receive a pay increase of two percent (2%).
   c. Such salary increases may not exceed the maximum of the employee's current pay grade.
   d. Hazmat pay will only be granted during the employee's designation as a Hazmat team member. The pay increase will be removed if the employee no longer participates on the Hazmat team or does not meet the training requirements as set forth.
3. One (1) qualified employee may be recommend by the Public Safety Director and approved by the County Administrator as the Technical Rescue lead.
   a. This employee will receive a pay increase of ten percent (10%).
   b. Such salary increase may not exceed the maximum of the employee's current pay grade.
   c. Technical Rescue lead pay will only be granted while the employee is designated as the Technical Rescue lead. The pay increase will be removed if the employee no longer performs the function as Technical Rescue lead.

405:7 FIRE RESCUE

1. Provisional Paramedic Positions. A maximum of seven (7) EMTs may be elevated to Provisional Paramedic positions at the minimum starting salary for a Paramedic, providing:
   a. Paramedic training has been completed and the proper state certification obtained while an employee of the Highlands County Fire Rescue.

b. Current duty performance is considered to be above average by the Battalion Chief or Captain.
c. The employee is not serving a period of employment probation, as outlined in Policy 502, Probationary Period.
d. A current position vacancy for Paramedic does not exist within Fire Rescue.

If approved, Provisional Paramedics will be promoted to an open regular Paramedic position based on total time in grade as a Provisional Paramedic. Provisional Paramedics who refuse to accept a regular Paramedic position will be returned to the position of EMT at the salary rate he or she received as an EMT immediately prior to becoming a Provisional Paramedic.

An employee may be appointed to a Provisional Paramedic position at a salary five percent (5%) below the salary range minimum of the Paramedic position, for a training period not to exceed three (3) months.

Salaries for employees granted an increase per this section will be effective from the first day of the pay period following notification of eligibility.

2. Paramedic Field Training Officer (FTO). A total of three (3) Paramedic qualified personnel may be selected for the position of Field Training Officer. The position of FTO will receive five percent (5%) salary increase on the date of appointment, providing the salary increase does not exceed the established salary maximum for the pay grade. Selections must be approved by the County Administrator. Upon vacation of a FTO position, either voluntarily or involuntarily, the current salary level of the employee will be reduced by five percent (5%), effective from the date the FTO position was vacated.

3. OPS Positions. In order to provide qualified and competent reliefs for Fire Rescue personnel for vacation, off-site training, illness, injury, and other contingencies, persons meeting all the qualifications of the regular position may be placed on a call-up roster. A current Medical Emergency First Responder certification may be substituted for the EMT requirement. Persons employed as OPS will be paid at a rate to be determined by the Department and approved by the County Administrator. OPS employees will not accrue paid leaves, be eligible for health or life insurance benefits, or receive Florida Retirement Service credit unless approved by the Board.

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POLICY 406 - WHITE COLLAR EXEMPTION

It is the policy of the Highlands County Board of County Commissioners (Board), to evaluate positions and remain in compliance with local, State, and Federal Labor Laws. Certain employees classified as executive, administrative, professional, or computer professional are exempt from the provisions of the Fair Labor Standards Act (FLSA), provided they meet the following criteria.

406:1 GENERAL PROVISIONS

1. The employee is paid on a salary basis or as otherwise required by the FLSA. To qualify as salary basis, the employee must be paid a predetermined amount on a weekly or less frequent but regular basis, and generally will be paid a full salary regardless of the number of days or hours worked in a work week. An employee need not be paid for any work week in which they perform no work.
2. Compensation cannot be reduced because of variations in the quality or quantity of work performed.
3. The employee must be paid the full salary for any week in which the employee performs any work, except where a deduction is authorized as set forth below.
4. Accrued annual and sick leave credits will be used for absences of one or more full days. Deductions will not be made from accrued benefits for less than a full day of absence.
5. Deductions will not be made for absences occasional by the employer or by the operating requirements of the County.
6. For Fire Rescue, overtime hours and overtime compensation shall be defined and implemented as prescribed by the Fair Labor Standards Act and the United States Department of Labor. The County will treat the following positions assigned to a 40-hour week under Section 7(a) of the FLSA:

    - Public Safety Director
    - Deputy Chief
    - Single EMS certification Fire Rescue positions
    - Quartermaster
    - Administrative Assistant
    - Secretary II
    - Billing Specialist
    - Billing Technician
    - Clerical Assistant

    All other Fire Rescue positions will fall under Section 7(k) of the FLSA.

406:2 PERMISSIBLE EXEMPT SALARY DEDUCTIONS

There are seven (7) exemptions to the "no-pay docking" rule. Deductions from an exempt employee's salary may be made in the following circumstances:

1. Absences from work for one (1) or more full days for personal reason, other than sickness or disability. Use of accrued annual and sick leave credits may be required for these absences. Refer to Policy 601, Sick Leave, or Policy 603, Annual Leave, for information on the use of sick or annual leave.
2. Absence from work for one (1) or more full days due to sickness; or, if the employee has accrued sick leave, such absences will be charged against the employee's

accrued leave. If sick leave has been exhausted, a deduction in salary in full day increments will be made. Refer to Policy 601, Sick Leave.

3. To offset any amount received as payment for jury fees, witness fees, or military pay.
4. Penalties imposed in good faith for violating safety rules of major significance. Prior to imposing a salary deduction under this subsection, Supervisors are required to seek the approval of Human Resources.
5. Unpaid disciplinary suspension of one (1) or more full days imposed in good faith for violations of workplace conduct rules.
6. A proportionate part of an employee's full salary may be paid for time actually worked in the first and last weeks of employment.
7. Unpaid leave taken pursuant to the Family and Medical Leave Act (FMLA). Refer to Policy 606, Family Medical Leave.

406:3 COMPLAINT PROCEDURE

It is the intent of the Board, as employer, to never make improper deductions from exempt pay. However, in the event any exempt employee believes a deduction to their salary has been made improperly, the following steps may be taken:

1. The employee may report such complaint, either verbally or in writing, directly to Human Resources or to the County Administrator.
2. Human Resources may provide a verbal or written response to the complainant within five (5) business days of receipt of such complaint, either agreeing with the complaint and issuing corrective pay action, or showing disagreement with the complaint and the basis upon which the deduction is considered proper.

POLICY 407 - LATERAL TRANSFER

It is the policy of the Highlands County Board of County Commissioners (Board), that it may, at its discretion, initiate or approve employee job transfers from one position to another or from one location to another. Lateral transfers only allow employees to transfer into a position with the same job title and pay grade.

407:1 GENERAL PROVISIONS

1. The Board may require employees to make either a temporary or long-term job transfer in order to accommodate the Board's business needs.
2. Employees may request a voluntary lateral transfer. To be eligible for a voluntary lateral transfer, employees must have held their current position for at least six (6) months if the position sought is outside their current department. Approval is required from the Supervisors and Directors in both departments.
3. Employees transferring will do so at their existing rate of pay with no salary increase.
4. An employee with regular status who is given a lateral transfer shall retain regular status upon appointment to the new position.

POLICY 408 - REASSIGNMENT

It is the policy of the Highlands County Board of County Commissioners (Board), that it may, at its discretion, initiate or approve reassignment appointments to move an employee from one position to another.

408:1 GENERAL PROVISIONS

1. An employee shall be given a reassignment appointment when moved from a position within the same pay grade, but which has a different job title.
2. Employees given a voluntary reassignment will not receive more than a three percent (3%) pay increase above the employee's current salary as approved by the County Administrator. Such salary increases may not exceed the maximum of the pay grade.
3. An employee with regular status who is given a reassignment appointment to a different position shall be given probationary status after Human Resources has determined that the employee meets the minimum training and experience requirements for that position. Human Resources may require a qualifying examination, such as a drug test or a fit-for-duty medical exam, if the employee has not previously passed an appropriate examination. The employee will be placed on a three (3) month probationary status.
4. An employee involuntarily reassigned, for which the individual is qualified, shall not have the right to appeal such action.
5. All reassignments require approval of the County Administrator prior to implementation.

POLICY 409 - SECONDARY EMPLOYMENT

It is the policy of the Highlands County Board of County Commissioners (Board), that it shall be considered the primary employer for all regular employees paid by the Board. As primary employer, the Board is entitled to and should receive 100% of each employee's efforts and energy while on the job.

409:1 GENERAL PROVISIONS

1. Secondary employment determined to be the cause of substandard or unsafe performance of duty could result in discharge.
2. No employee may engage in outside employment which would interfere with the interests of the Board. Moreover, secondary employment may violate the Code of Ethics for Public Officers and Employees, Chapter 112, Florida Statutes. Employees of the Board shall not engage in any employment activity or enterprise which has been or may be determined to be inconsistent, incompatible, or in conflict with the duties, functions or responsibilities of their job or department.
3. No employee shall hold any other position in governmental or private employment or as an independent contractor when such other position may have the effect of reducing the efficiency of service to the Board. Employees holding other positions cannot solicit or advertise or take calls concerning their other employment during working hours at the Board.
4. Employees should ensure that the Secondary Employment Request has been approved, prior to performing any outside duties to ensure compliance with this policy.

409:2 PROCEDURE

Requests for outside employment authorization shall be submitted in writing using the Secondary Employment Form (Appendix 1) and shall contain the following information:

1. Name and address of secondary employer.
2. Position and/or nature of work to be performed.
3. Anticipated hours of employment.
4. Sworn statement attesting that the requested employment is in total compliance with this chapter.

409:3 APPROVAL AND CANCELLATION

Approval for outside employment may be granted by the County Administrator. Approval may be canceled at any time by the Department Director or the County Administrator, upon ten (10) business days' written notice to the employee. Approval of one application cancels any other application previously approved.

409:4 ADDITIONAL CONDITIONS

1. Eight-Hour Rule. Persons employed in safety-sensitive positions shall not engage in secondary employment within eight (8) hours immediately prior to a normally scheduled period of work for the Board. It is the responsibility of the employee, to notify the immediate Supervisor of any potential schedule conflicts. For purposes of this rule, safety sensitive positions are:
    a. Paramedics.

b. EMTs.
c. Firefighter/EMTs.
d. Operators of heavy equipment and dump trucks.

There are no acceptable circumstances or hardship conditions that warrant exception to this policy. Violation of this requirement may be cause for disciplinary action including termination.

2. Secondary Employment Caused Illness or Injury. The Board assumes no liability for injury or illness caused by outside employment. Accumulated sick leave credits may be used to cover outside employment caused illness or injury with the prior approval of the employee's immediate Supervisor.
3. Annual Leave Use. Annual leave credits may be used to cover outside employment caused illness or injury with the prior approval of the employee's immediate Supervisor.
4. Disposition. Secondary employment authorization requests, whether approved or disapproved, must be delivered to Human Resources for review and filing.

NOTE: Secondary employment of the Board's contract employees (County Administrator, County Attorney) is governed by contract with the Board.

POLICY 410 - SUPPLEMENTAL WORKFORCE

It is the policy of the Board of County Commissioners (Board), to supplement the regular workforce with temporary, seasonal employees, student interns, or other forms of flexible staffing when needed, because of periods of peak workload or employee absences.

410:1 GENERAL PROVISIONS

1. All vacancies in positions covered by this policy need not be advertised.
2. The Board may utilize students, volunteers, and other similar applicants for flexible staffing purposes, if not prohibited by law. When deemed necessary, such applicants will be required to provide a certificate of age.
3. Employees covered by this policy are not eligible for paid absences, vacations and holidays, except OPS employees approved by the Board for longer than six (6) months with approval of the County Administrator.
4. All employees covered by this policy are to be paid within the pay range of their job title.
5. Other Personnel Services (OPS) is a temporary employer/employee relationship used solely for accomplishing short-term or intermittent tasks. Human Resources will review all requests and submit to the County Administrator for approval prior to extending temporary employment.
6. A temporary/OPS employee is hired to work part-time or full-time hours for a limited/finite period. Temporary employees may be hired to work on special projects or periods of peak workload, not to exceed six (6) months in duration with approval of the County Administrator. Temporary employees may be hired to work for periods greater than six (6) months with approval of the Board of County Commissioners.
7. Temporary/OPS employees may also be used to cover employee absences due to FMLA, workers' compensation, or other leaves of absence for the duration of the regular employee's absence.
8. A temporary/OPS employee normally works regularly scheduled hours during the term of their temporary assignment.

410:2 PART-TIME EMPLOYEES (NON-OPS)

1. Board approved positions that are scheduled for less than 30 hours. Full-time employment is considered 30 hours or more.
2. Part-time positions are not eligible for Board health insurance (health, dental, supplemental).
3. Part-time positions are eligible for the Florida Retirement System (FRS).
4. Salary and appointment are obtained in the same manner as regular full-time positions.

POLICY 411 - VOLUNTEER

It is the policy of the Board of County Commissioners (Board), to recognize and strongly support volunteer services to assist County government in providing services and programs in which citizens are encouraged to volunteer their time and talents in the provision of County services.

411:1 GENERAL PROVISIONS

In order to maximize the effectiveness of volunteers, while limiting the risk of exposure to both volunteers and the Board, this policy will apply to all volunteers and departments, except advisory committees, boards, and commissions (refer to Policy 403, Board Appointments).

411:2 DEFINITION

Volunteer is defined as an individual who performs hours of voluntary service to the Board for civic, charitable, humanitarian, recreational, health, public safety or general welfare reasons, without promise, expectation or receipt of compensation for services rendered.

411:3 PROCEDURES

1. The requesting department shall submit a request to Human Resources outlining its volunteer needs and desired applicant qualifications.
2. All applicants interested in volunteering must complete a Volunteer Application that will be forwarded to Human Resources for review. Applicants for Volunteer Fire Rescue shall complete a Volunteer Firefighter Application that will be forwarded to and processed by FireRescue personnel.
3. The requesting department will review the Volunteer Application(s) and inform Human Resources of those whose qualifications meet the needs of the department.
4. Once tentatively selected, Human Resources will complete the application process. Volunteers will need to submit to and successfully complete the following:
    a. Background check.
    b. Motor Vehicle Record check, if applicable.
    c. Any other applicable standards, as required.
5. If the results of any required items reveal information or conduct that the Board determines to be disqualifying, the applicant will not be eligible for placement with any department of the Board.
6. Human Resources shall complete the volunteer application process and any costs associated therein will be the responsibility of, and charged to the requesting department.
7. Each Department Director, or his or her designee, shall coordinate the department's volunteer program and shall serve as its contact person. Each department shall also provide updated volunteer services and contact information regularly to Human Resources.

411:4 TRAINING

Volunteers will receive a summary of Board policies and procedures, an overview of their volunteer assignment and, as appropriate, a written list of duties and expectations, hours of service, supervision, necessary forms, accident reporting procedures, confidentiality, call-in, etc. Volunteers shall be directed to serve within their assigned duty assignment.

411:5 SUPERVISION

Volunteers will be supervised as to assignments, work performance, activity, use of equipment, etc. Performance problems will be corrected or the volunteer service terminated.

411:6 REPORTING REQUIREMENTS

The department to which volunteers are assigned will assure that each volunteer maintains an individual Volunteer Sign-In Log. This log is to be maintained by the department for reference purposes.

411:7 PERSONAL INJURY

Volunteers are considered employees pursuant to Chapter 440, Florida Statutes, Workers' Compensation Law. Worker's compensation medical-only coverage will be provided. Worker's Compensation is administered through the Board's Risk Coordinator.

411:8 DAMAGE TO VOLUNTEER PROPERTY

When volunteer's personal property is damaged while the volunteer is serving in an authorized volunteer status, the Board will not be responsible to reimburse for the damage.

411:9 DRIVING

All operators of a motor vehicle while on County business must be qualified to drive and drive safely. Operators must be at least 18 years of age and have sufficient knowledge about vehicle handling, demonstrated by a safe driving record, so as to protect employees, volunteers, the Board, clients, and the public from an unsafe driver. This provision applies to both County-owned and volunteer-owned vehicles. Volunteers operating County equipment will receive instruction from the supervisor regarding County vehicles before being authorized to operate them.

411:10 DAMAGE TO PRIVATE PROPERTY

When a volunteer serving in an authorized volunteer status damages private property, provisions of the Board's insurance policies will prevail.

POLICY 412 - LAYOFF POLICY

It is the policy of the Highlands County Board of County Commissioners (Board), that reductions in workforce and elimination of regular positions may be necessary from time to time for various reasons.

412:1 GENERAL PROVISIONS

A layoff is defined as a separation of employment due to the abolishment of positions due to shortage of funds or work, or a material change in the duties or organization of a department.

1. Authority. The Department Director shall recommend the positions to be abolished in his or her department. All recommendations must be reviewed by the County Administrator and Human Resources, and approved by the Board, before taking action.
2. Considerations. The Department Director, in determining the priority of layoff for individual employees, may be guided by a variety of considerations including job performance, relative skill levels, versatility, and attendance. Seniority may be a factor in the Supervisor's consideration, but the principle of "last hired, first fired" will not always govern in instances of layoff. Rather, the Department Director should determine layoff priority based upon the best interest of the Board.
3. Layoff Notification. After Board approval, the Department Director shall notify Human Resources of intended actions. The Director will notify the affected employees in person with the presence of Human Resources. A written notification from Human Resources will be supplied to each affected employee.
4. Regular Employees. No regular status employee in an affected position shall be laid off while a probationary employee continues to serve in a position with the same job title in the affected department.
5. Reassignment, Lateral, or Demotion Request. Within seven (7) business days after receiving written notice of layoff, regular status employees shall have the right to request reassignment, lateral transfer, or demotion to another in lieu of layoff provided:
    a. The petitioner meets the minimum qualifications for the requested position.
    b. Such reassignment, lateral transfer, or demotion shall not cause layoff of another employee.
    c. All requests are subject to review and approval by the County Administrator.
6. Priority Consideration of Laid-off Employees. Human Resources shall notify the hiring department if a laid-off employee meets the minimum qualifications for the vacancy. Laid-off employees must complete an application to be considered for any position. Supervisors and Department Directors are encouraged to consult with Human Resources when selecting applicants for interview.
7. Layoff Not Disciplinary. A layoff shall not be considered a disciplinary action.

POLICY 413 - SEPARATION OF EMPLOYMENT

It is the policy of the Board of County Commissioners (Board) to separate employment because of an employee's resignation, termination, or retirement; the expiration of an employment contract; or a reduction in the work force. Termination can be for any reason not prohibited by law. In the absence of a specific written agreement, employees are free to resign at any time and for any reason.

413:1 GENERAL PROVISIONS

1. Employees are requested to give a minimum of two (2) weeks written notice of their intent to resign and to remain in good standing. Written resignations may not be rescinded. The County Administrator may reserve the right to waive the notice.
2. Employees who are absent from their normally scheduled work shift for three (3) consecutive days without being excused or giving proper notice will be considered as having voluntarily resigned.
3. For policies and procedures leading up to termination for disciplinary reasons, please refer to Policy 802, Corrective Action and Disciplinary Procedure.
4. For policies and procedures governing retirement, refer to Policy 414, Retirement.
5. For policies and procedures governing the payment of sick leave and vacation leave at the separation of employment, refer to Policy 601, Sick Leave, and Policy 603, Annual Leave.
6. Supervisors should send notices of resignation or recommendations for termination to Human Resources for processing. These notices should be accompanied by any needed supporting documents, such as notices of corrective action, disciplinary reports, and letters of resignation. All terminations should be reviewed by Human Resources and approved by the County Administrator before any final action is taken. Failure to do so may lead to disciplinary action, up to and including termination.
7. Supervisors should ensure that the employee returns all Board property prior to separating employment. This can be accomplished by using a checklist that itemizes what must be relinquished by the employee. Should an employee fail to return any or all equipment issued, Human Resources will assess the value with the assistance of the department, and deduct from the employee's final paycheck. If the employee returns the equipment at a later time, a refund may be issued.
8. COBRA**.** Employees terminating employment with the Board may elect to continue health care coverage by paying the established rates.
9. Requests for employment verifications should be directed to Human Resources.

413:2 ADMINISTRATIVE SEPARATION

When circumstances warrant, employees may be administratively separated from service by Human Resources with the approval of the County Administrator. An administrative separation is non-disciplinary in nature. Such separation may occur in the following situations:

1. Upon notice that an employee has exhausted FMLA leave entitlement and expressed intent not to return to work.
2. The employee is unable to perform the essential functions of their job duties with or without reasonable accommodation.

413:3 RUNNING FOR PUBLIC OFFICE

1. An employee contemplating running for public office shall comply with the requirements of Chapter 99.012, Florida Statutes. An employee shall be considered to be running for public office upon payment of the required qualifying fee, signing the oath of candidacy, or making the required financial disclosure before the appropriate qualifying officer. Persons in this situation may:
   a. Take an unpaid leave of absence upon becoming a candidate; or
   b. Submit an irrevocable resignation with a future effective date, so long as it conforms to the requirements of the Statute.

POLICY 414 - RETIREMENT

It is the policy of the Highlands County Board of County Commissioners (Board), to provide employees assigned to established positions membership in the Florida Retirement System (FRS), in accordance with Florida Retirement System rules.

414:1 GENERAL PROVISIONS

1. The Florida Retirement System is a compulsory, State administered retirement plan. The provisions of Chapter 121, Florida Statutes, will be adhered to in administration of the retirement program.
2. Retirement ages will be determined according to Chapter 121.021(29), Florida Statutes.
3. Employees who choose to take normal retirement are requested to give Human Resources as much advance notice of their intent as possible.
4. Employees who qualify for retirement under this policy become eligible to receive retirement, health, and various other benefits in accordance with the provisions of the State of Florida and the Board's employee plans. Retiring employees are eligible to receive pay for accrued but unused vacation and sick leave in accordance with Board policies (refer to Policy 601, Sick Leave, and Policy 603, Annual Leave, for further information). All employee benefit plans and programs are subject to amendment or termination, even after retirement, at the Board's sole discretion.
5. It is recommended that all employees approaching retirement age or becoming vested consult with FRS representatives regarding the proper procedures. It is the employee's responsibility to initiate, follow up, and complete the FRS retirement process if choosing to retire.
6. Under current FRS rules, retired employees may be eligible to reapply for employment with an FRS employer:
    a. Within six (6) calendar months, your retirement will be voided and you will be required to repay all the Pension Plan benefits you have received, including any DROP payout.
    b. During calendar months seven (7) to 12, your Pension Plan benefits will be suspended for each month you are employed during this period (you must notify the Division of Retirement of your employment). If your benefits are not suspended timely, the employee and the Board will be required to repay benefits you should not have received.
    c. After 12 months, you will not be required to repay any prior benefits and you will continue receiving benefits from the Pension Plan without interruption.

500 – THE WORKPLACE

POLICY 501 - ORIENTATION AND TRAINING

It is the policy of the Highlands County Board of County Commissioners (Board), to provide New Employee Orientation programs and to conduct or support training programs as deemed appropriate.

501:1 GENERAL PROVISIONS

1. Human Resources is responsible for the overall development and coordination of New Employee Orientation and for implementing the portions that cover policies, procedures, services, facilities, benefits, and new employee documentation. Each Supervisor is responsible for orientation as it applies to introducing the new employee to the specific job and department.
2. Supervisors are responsible for recommending employees for special training programs, for providing on-the-job training, or for arranging on-the-job trainers. Such training will normally be conducted during regular working hours.
3. The Board will provide special training programs for safety and health matters when deemed necessary, or as required by government regulation.

POLICY 502 - PROBATIONARY PERIOD

It is the policy of the Highlands County Board of County Commissioners (Board), that all new employees are to be carefully monitored and evaluated for an initial on-the-job probationary period of six (6) months. The probationary period applies to new hires, reassigned, and promoted employees. After satisfactory completion of the probationary evaluation, such employees will be formally evaluated on an annual basis.

502:1 GENERAL PROVISIONS

1. Supervisors are responsible for department orientation of new employees, including establishment of performance standards, work schedules, and expected employee behavior.
2. Supervisors are to observe carefully the performance of each employee in a new position. Strengths and weaknesses in performance, attendance, conduct or attitude are to be brought to the employee's attention.
3. After six (6) months, a written evaluation of the employee's performance (Appendix 2) must be completed. The evaluation is to include a recommendation as to whether the employee should continue in the position. The evaluation should be completed by the Supervisor, forwarded to the Department Director for review and signature, and then reviewed with the employee. The signed evaluation is then provided to Human Resources for inclusion in the employee's personnel file. A copy should be provided to the employee.
4. The probationary period may be extended up to three (3) additional months when requested by the Department Director and approved by Human Resources. Initial probation shall not exceed nine (9) months from the date of hire of any new employee.
5. During the probationary period, an employee may be disciplined, laid off, suspended, or terminated, and such action shall not be subject to the grievance procedure set forth in this manual.
6. The probation period may be reduced to less than six (6) months for an employee performing in a satisfactory manner with the approval of the County Administrator.
7. Annual leave may be taken only after the employee has successfully completed their initial probationary period and been recommended for continued employment. Sick leave may be taken after three (3) months of employment; refer to Policy 601, Sick Leave.

POLICY 503 - HOURS OF WORK

It is the policy of the Highlands County Board of County Commissioners (Board), to establish the time and duration of working hours as required by workload, productivity, customer service needs, the efficient management of human resources, and any applicable law.

503:1 GENERAL PROVISIONS

1. Departments are to perform work during the time of day and week that will provide the best level of service to the people of Highlands County. When the operational and service needs of the Board require a schedule different from the normal workweek, departments are authorized to change or adjust any work schedule with the Department Director and County Administrator's approval.
2. No department shall operate on less than a 40-hour workweek, except for holidays and other situations; refer to Policy 604, Holidays.
3. The workday for each full-time hourly employee shall be 8, 10, or 24 hours, as prescribed by the department.
4. Employees exempt from the Fair Labor Standards Act (FLSA) may be required to work in excess of the department's scheduled hours without additional compensation. Accordingly, Supervisors and Department Directors shall use good judgment when requiring exempt employees to work beyond scheduled hours.

503:2 WORK SCHEDULES

1. The Department Director shall establish the scheduled hours of work for employees within their department. To be full-time positions, such hours shall not be less than the minimum hours of a normal workweek, and shall, as far as practical, be uniform for employees in the same unit assigned the same duties. Employee work schedules that deviate from normal business hours require County Administrator approval.
2. Human Resources shall maintain a copy of each department's work schedule.
3. Employees are expected to be ready to start work at their designated start time.
4. Full-time employees are required to be present on their assigned jobs for the total hours in the established workday and workweek.
5. Part-time employees are required to be present on their assigned jobs for the total number of hours scheduled for them during the established workday and workweek.

503:3 MEAL AND BREAK PERIODS

1. One (1) hour is the normal time allotted for meal periods. The Department Director or designee may authorize 30-minute meal periods, at their discretion. No meal period shall be for less than 30 minutes.
    a. Meal periods are to be scheduled in a manner to best serve the public.
    b. Meal period time cannot accumulate or be saved for the purpose of leaving work early.
2. Rest breaks are not a right, but a privilege provided when time and circumstances permit. Breaks must be arranged so as not to interfere with Board business. Each Department Director or designee may allow employees two (2) rest breaks per shift:
    a. No work break shall exceed 15 minutes absence from the employee's work station.

b. Unused work breaks may not be accumulated.
c. Break time shall not cover late arrival for duty or early departure from duty.
d. Break time may not be used in conjunction with regular meal breaks.
e. No work break shall cause unsafe or hazardous conditions to exist solely for the purpose of taking a break at a pre-designated time during the workday.

3. Employees working for Fire Resuce are required to observe a minimum rest period of eight (8) hours immediately prior to the commencement of a scheduled regular work shift. Specifically, employees are required to refrain from working for pay or as a volunteer in the eight (8) hours immediately prior to a scheduled regular or overtime work shift.

503:4 HOURS NOT WORKED

1. Supervisors, Managers, and Department Directors may, at their discretion, allow employees to make up time off during a given workweek (refer to Policy 505, Alternative Work Arrangements).
2. All hourly employees may be required to make up time if scheduled hours are not worked during the workweek, if paid or unpaid leave is not used.
3. Exempt employees may make limited alterations to their schedule during a given workweek, with supervisor approval.

503:5 TRAINING AND OFFSITE WORK

Employee attendance at lectures, meetings, and training programs will be considered hours of work, if such attendance is requested and approved by management.

POLICY 504 - OVERTIME, COMPENSATORY TIME, AND SHIFT DIFFERENTIAL

It is the policy of the Highlands County Board of County Commissioners (Board), that work in excess of a normal work week shall be kept to a minimum and avoided whenever possible. Except for emergencies, all overtime and compensatory time must be approved in advance by the Department Director.

504:1 OVERTIME

1. Department Directors shall strive to arrange work schedules in such a way that overtime is not required or permitted, except as follows:
    a. Emergency. Unusual situations which require emergency or immediate action, usually near the end of the workday, which may not be postponed to the following workday.
    b. Public/Property Danger. When danger to the health and safety or well-being of the general public, employees, or other persons could occur if an employee is not required to be on duty, or where danger to property is imminent.
    c. Miscellaneous. When management determines that the responsibilities of the department cannot be accomplished unless overtime work is authorized.
2. Employees are required to work overtime when directed, unless excused by their Supervisor. The refusal to work overtime as directed is grounds for disciplinary action, up to and including termination. Supervisors will assign overtime to employees in the particular job for which overtime is required.
3. Hourly employees are not permitted to work overtime without the prior approval of their Supervisor or Department Director. For the purposes of overtime compensation, only hours worked in excess of 40 during a workweek will be counted.
    a. Fire Rescue. For qualifying Fire Rescue positions, as defined in Policy 406:1 General Provisions, overtime pay at the rate of time and one-half (1.5 times the normal hourly rate) will be paid for each hour worked in excess of 106 hours during a 14-day work period.
4. Hourly employees are entitled to receive pay or may be offered compensatory time for hours worked in excess of 40 during the workweek; refer to Policy 504:2, Compensatory Time and Policy 703, Pay Procedures. Those employees in administrative, executive, and professional positions as defined by the Fair Labor Standards Act (FLSA) are exempt from the overtime and compensation provisions of this policy; refer to Policy 406, White Collar Exemption.
5. Overtime Exclusions. Administrative leave (except for line of duty court appearance), annual leave, sick leave and/or holiday pay will not be considered in the computation for overtime pay. Should an hourly employee be required to work on a holiday that falls on the normally scheduled day off and such work exceeds the 40-hour work week for included employees, they will be paid overtime at the rate equal to time and one-half (1.5 times the normal hourly rate) plus eight (8) hours holiday pay. When such work does not place the employee in an overtime situation for the work week, the normal hourly rate will be paid plus eight (8) hours holiday pay.

504:2 COMPENSATORY TIME

1. Compensatory time off is an adjustment to the regular work schedule in order to limit the amount of overtime pay necessary. Department Directors may elect to grant compensatory leave in lieu of overtime pay for hours worked in excess of 40

during the workweek. Compensatory time will be granted as time off at the rate of one and one-half (1.5) times the hours worked in excess of 40 during the workweek.

2. Compensatory time off must be scheduled with supervisory approval and at a time mutually convenient to the employee and the department. The time may be taken on dates and times as directed by the Board. Refer to Policy 703, Pay Procedures, for further clarification.
3. In no case will compensatory time off be accumulated in excess of 80 hours (160 hours for Fire Rescue personnel on a 24/48 shifts). When an employee exceeds this cap, they may be paid the hours in excess of the cap at the overtime rate. Effective January 1, 2019, hourly Fire Rescue employees may request compensatory time in lieu of overtime.
4. Exempt employees are ineligible for compensatory time.
5. Compensatory time should be exhausted before annual, sick, or leave without pay is used.

POLICY 505 - ALTERNATIVE WORK ARRANGEMENTS

It is the policy of the Highlands County Board of County Commissioners (Board), to allow for flexibility in work arrangements where possible, providing there will be no adverse effect on the operation of the government, or create an undue business burden on the Board or its operations, as a way to attract and retain the best employees. The Board recognizes that our diverse work force may, at times, have needs that require creative approaches to helping employees balance work and life demands. This policy is provided as one tool for management and employees to use to work as partners to ensure we meet our commitments to citizens while recognizing and addressing the demands of life outside of work.

505:1 GENERAL PROVISIONS

1. Flexible work schedules and other arrangements are only available in instances where there is no adverse effect on the work to be performed. Certain work, by its very nature does not allow for flexible work arrangements.
2. Department Directors should assess the impact of alternative work arrangements on the functions of their work unit and consider alternative work schedules or patterns that would maintain or enhance service quality.
3. In all cases, the Board retains all of its prerogatives regarding an alternative work arrangement. A Supervisor may deny a request based on business reasons. An alternative work arrangement may also be terminated at any time by a Supervisor if business needs so dictate.
4. The following work arrangements may be available options to employees, subject to the Department Director and County Administrator's approval:
    a. Compressed workweek. A full-time (40 hour) work schedule compressed into a four-day workweek (e.g. four 10-hour days).
    b. Flextime. A work schedule that permits flexibility in starting and quitting times without altering the required number of work hours in a given period (e.g. in a work week) and usually specifies a core period of the day during which all employees must be scheduled. Such scheduling is not available to counter and customer service staff members that have established working hours for contact with our customers. May also be offered to employees to alleviate the need of overtime.
    c. Part-time. A regular employee working less than a full-time work schedule. (Note: A reduction in hours which results in an employee working less than 30 hours per week may have consequences on their benefits package.)
    d. Fire Rescue. Will normally consist of three (3) shifts designed to work 24 hours on and 48 hours off.
5. County employees may be allowed a temporary schedule change not to exceed one (1) pay cycle, subject to Department Director approval.
6. For purposes of appropriateness and consistency of alternate arrangements, a brief description of specific alternate work arrangements should be sent to Human Resources for review.
7. All alternative work arrangements are subject to the discretion of the County Administrator and may be terminated at any time.

505:2 REMOTE WORK PROGRAM

To promote a healthy workplace and to control the possible transmission of Coronavirus, for a discrete period of time beginning March 18, 2020, managers have the option of allowing employees, who are able, to temporarily work in an alternative arrangement through working flexible shifts, working from home or another approved arrangement (referred to in this Policy and in the attached Application as "Remote Work Program" or "RWP"). The Remote Work Program Policy allows an employee to perform the responsibilities of a job away from a traditional Highlands County office or other worksite. Remote Work Programs provide for work in a remote location on a full-time, part-time, or occasional basis. A Remote Work Program is a voluntary work alternative that may be appropriate for some employees and some jobs based on business needs. Alternative work arrangements are not an entitlement and do not change the terms and conditions of employment with the Board.

Remote Work Programs approved in accordance with this Policy will be re-evaluated every thirty (30) days and are subject to revocation. Remote Work Programs are not intended to be permanent.

Procedure for Employees Who Request an Alternative Work Arrangement:

1. Either an employee or a supervisor may suggest a Remote Work Program. The employee must complete the Remote Work Program Application (Appendix 11) and submit the Application to the employee's Division Manager or Department Head.

2. Remote Work Programs are made on a case-by-case basis, focusing on the business needs of the organization first. To qualify for Remote Work, the employee must be able to effectively perform the employee's work-related duties remotely. Due to the nature of some job responsibilities, Remote Work may not be an option for every position.

4. Remote Work Programs will be approved at the sole discretion of the County Administrator. Any Remote Work arrangement may be discontinued, for any reason and at any time, at the request of either the employee or the employee's Division Manager or Department Head.

5. The County Administrator will determine, with information supplied by the employee and the employee's supervisor, the appropriate equipment needs (including hardware, software, and services) for each Remote Work Program on a case-by-case basis. Equipment supplied by the Board, if any, will be maintained by the Board. Equipment supplied by the employee, if deemed appropriate by the employee's Division Manager or Department Head, will be maintained by the employee. The Board accepts no responsibility for damage or repairs to employee-owned equipment. The Board reserves the right to make determinations as to appropriate equipment, subject to change at any time. Equipment supplied by the Board is to be used for business purposes only. The

Employee will sign an inventory release form listing all property owned by the Board and agrees to take appropriate action to protect the items from damage or theft. Upon termination of the Remote Work Program or termination of employment, all property owned by the Board will be returned to the Board unless other arrangements have been made. The County Administrator will use his/her sole discretion when making determinations about providing equipment.

6. Consistent with the Board's policies and expectations for employees working in traditional Board offices and worksites to maintain the security of work-related assets and information, Remote Work employees shall establish a work environment that provides for the privacy and confidentiality of verbal and written communications in connection with the employee's work to ensure the protection of work-related information accessible and produced from their alternative worksite. Steps include, but are not limited to, limiting physical access of work-related devices to the Board employee only, use of locked file cabinets and desks, regular password maintenance, not connecting any removable storage devices to the computer at any time, shielding computer, monitor, and other electronic screens from view of others, and any other steps appropriate for the job. Employees should not under any circumstances access the Board network from any public place or network and should limit remote access to their established Remote Work location.

7. Documents created and devices on which those documents are stored while an employee works remotely are subject to Public Records regulations. Employees should perform their work by exclusively utilizing Board-provided networks, services, and tools (such as email and other collaboration applications).

8. The employee will establish an appropriate work environment for working remotely. The Board will not be responsible for costs associated with establishment of the employee's remote location (e.g. remodeling, furniture lighting, repairs or modifications).

9. Injuries sustained by the employee while at the employee's remote work location and in conjunction with the employee's regular work duties may be covered by the Board's Workers' Compensation Policy. Employees are responsible for notifying the employer of such injuries in accordance with the Board's workers' compensation procedures. The employee is liable for any injuries sustained by visitors to the employee's Remote Work location.

10. The Board will supply the employee with appropriate office supplies (e.g. pens, paper, etc.) for the successful completion of job responsibilities. With appropriate pre-approval, the Board may reimburse the Remote Work employee for other business-related expenses that are reasonably incurred in accordance with job responsibilities (e.g. phone calls, shipping costs, etc.), on a pre-approval basis.

11. The employee and Division Manager or Department Head will agree in writing on the number of days that Remote Work is permitted each week; the work schedule the employee will customarily maintain; and the manner and frequency of communication. The employee must agree to be available to those the employee serves and other employees by telephone, email, and any other mode of communications upon which the employee's Division Manager and Department Director agree during the established hours for the employee's Remote Work schedule.

12. Remote Work employees who are not exempt from the overtime requirements of the Fair Labor Standards Act will be required to legibly record all hours worked and matters handled in a manner designated by the County Administrator. Hours worked in excess of those specified per day and per work week, in accordance with state and federal requirements, will require the advance approval of the employee's supervisor. Failure to comply with that requirement can result in the immediate cessation of the Remote Work agreement.

13. Before entering into any Remote Work agreement, the supervisor will evaluate the suitability of such an arrangement, paying particular attention to the following areas:

    a. Employee Suitability - the employee and direct supervisor will assess the needs and work habits of the employee, as well as the suitability of the position for Remote Work.

    b. Job Responsibilities - the employee and direct supervisor will discuss the job responsibilities and the employee will submit a written work plan for completion of job responsibilities at the alternate location, and the employee and direct supervisor will determine if the job is appropriate for a Remote Work Program.

    c. Operational Logistics - Equipment needs, workspace design considerations, and scheduling issues.

    d. Final Approval - The County Administrator has final approval for Remote Work Programs.

14. Evaluation of Remote Work performance during the Remote Work Program period will include review of daily interactions through the communication modes upon which the employee and their direct supervisor agreed as part of the Remote Work Program, and weekly meetings to discuss work progress and problems, preferably conducted by video conference. The employee and direct supervisor will each evaluate the arrangement and make recommendations for continuance or modifications to the Remote Work Program.

15. Remote Work is not designed to be a replacement for appropriate childcare. Although an individual employee's schedule may be modified to accommodate childcare needs, the focus of the arrangement must remain on job performance and meeting business

demands. Prospective Remote Work employees are encouraged to discuss expectations of Remote Work with family members and to make arrangements for childcare, or, if necessary and practicable, establish a schedule to work during hours that would limit the employee's responsibility to care for children.

16. The overall administration of this policy rests with the Human Resources Department.

POLICY 506 - TIMESHEETS AND RECORD KEEPING

It is the policy of the Highlands County Board of County Commissioners (Board), that each employee shall maintain an accurate timesheet. Timesheets must be signed or otherwise certified by the employee and his or her Supervisor, and must be submitted to the appropriate persons by the designated dates and times.

506:1 GENERAL PROVISIONS

1. Departments are required to complete an individual timesheet, on paper or in electronic format, showing the daily hours worked for all employees. The timesheet must show the date and time an employee's work week starts, the number of hours worked each day, and the total hours worked during the week.
2. The following points should be considered in filling out timesheets:
    a. Hourly employees are not permitted to commence work before their normal starting time or to continue work after their normal quitting time without the prior approval of their Supervisor.
    b. Employee timesheets are to be verified and approved by the Supervisor involved.
    c. Falsifying timesheets is prohibited and may be grounds for disciplinary action, up to and including termination.
    d. Hourly employees are required to take scheduled meal breaks.
    e. Annual and sick leave approvals, on paper or in electronic formal, must be submitted with the timesheet.
    f. To amend a timesheet already submitted, employees should contact Human Resources. Pay correction may not take place until the pay cycle following the pay cycle in which the error occurred.
    g. Timesheets must be signed by each individual employee. Should an employee be unavailable for signature, the timesheet shall be annotated, "Not available for signature" and signed by the immediate Supervisor.
    h. Supervisors will not sign timesheets that they know to be inaccurate and shall under no circumstances encourage employees to submit signed timesheets that are inaccurate, doing so is grounds for disciplinary action, up to and including termination.

POLICY 507 - EDUCATIONAL ASSISTANCE

It is the policy of the Highlands County Board of County Commissioners (Board), to provide educational assistance to its employees to allow them to enhance their ability to serve the public interest of the citizens of Highlands County.

1. The County Administrator may authorize, within available funds, up to 100% reimbursement of tuition and laboratory fees incurred by an employee who satisfactorily completes a job-related course or training at an approved educational institution. Courses must be related to the employee's principal duty assignment, and must be approved prior to the start of the course.
2. Employees who have received educational assistance are required to agree to remain in the employment of the Board of County Commissioners for the amount of time specified on the Education Reimbursement Form after the certification, degree, or training is completed. In the event that the employee leaves Board employment prior to this time, the employee may be required to reimburse the County for the total number of funds expended, including but not limited to tuition, meals, mileage, lodging, and/or certificate fees.
3. Employee should submit all requests for approval by using the Educational Assistance Form (Appendix 6).

POLICY 508 - EMPLOYEE AWARDS

It is the policy of the Highlands County Board of County Commissioners (Board), to recognize extended service to the organization, acknowledge employee accomplishments and contributions, and to improve County government through an awards program. In addition to the awards specified in this section, the County Administrator may approve other recognition awards for presentation by the Board.

508:1 YEARS OF SERVICE AWARDS

Presented to employees who have been continuously employed by Highlands County for designated periods of time. Awards are presented at least quarterly at regular meetings of the Board of County Commissioners for 5, 10, 15, 20, 25, 30, and 35 years of service. Awards consist of a certificate and pin. The first award is given upon the fifth anniversary.

508:2 EMPLOYEE OF THE QUARTER AWARDS

Employees may be recognized for their service above and beyond the call of duty to Highlands County and its citizens.

1. Regular employees of Highlands County up to and including supervisory employees.
2. Recognition will take place at Board meetings, generally at the first meeting of each quarter based on the nominee selected by the Employee Awareness Committee and screened by Human Resources and County Administration.
3. Eligible employees must meet the following minimum criteria:
    a. The nominated employee must not have received any documented disciplinary action during the previous 12 months.
    b. The employee must not have adverse disciplinary action pending.
    c. The employee's last Performance Evaluation must have a minimum overall rating of satisfactory or higher.
    d. The employee must not have been found negligent in a safety accident/incident during the previous 12 months or be involved in a pending safety accident/incident in which negligence appears to be a factor.
4. Ineligible employees include:
    a. Other Personnel Services (OPS), Temporary Staffing, Interns, and all other temporary employees.
    b. Employees who have not completed the initial probationary period. This does not include probationary periods due to promotion.
5. Employees may be nominated by peers, Supervisors, Department Directors, or the public. Nominations must clearly identify and describe a specific incident, action, completed project, or extended period in which the employee's involvement, while in the performance of his/her duties as a County employee, exceeded the job description in a manner warranting recognition, deserving honor or esteem. Nominations are to be submitted directly to Human Resources. The qualifying behaviors may include but are not limited to:
    a. Cost saving suggestions
    b. Process improvement changes that improve efficiency or effectiveness
    c. Safety enhancement in the workplace
    d. Customer service that exceeds expectations

e. Solving reoccurring problems
f. Morale improvement

6. Upon a submission of a nomination, Human Resources along with the employee's Director will verify the employee meets the minimum requirements and has represented the County in the following manner:
   a. Completed all regular and special duties as required, including adhering to the County's Rules and Regulations.
   b. Maintained a positive attitude and overall excellent spirit of cooperation toward County goals and objectives.
   c. Displayed courteous service when dealing with the public, fellow employees, and outside agencies.
7. After verification as specified above, the nominations will be presented by Human Resources to the Employee Awareness Committee (EAC). The EAC will discuss and recommend a list of names of employees as nominees for the Employee of the Quarter or will prepare a list of nominees for and will submit the names of those nominees to the general employee population for a vote. Human Resources will submit the recommendation to the County Administrator for final approval. In case of a tie, the County Administrator will cast the deciding vote.
8. Nominations will be active for four (4) quarters.
9. No employee shall be awarded Employee of the Quarter more than once per calendar year.
10. The Employee of the Quarter will be awarded the following:
    a. A certificate of appreciation signed by the Chairperson of the Board, generally presented at the first Board meeting of each quarter.
    b. Eight (8) hours of personal leave and a gift certificate.
    c. The recipient's name will be displayed on a plaque in the lobby of the Government Center.
    d. A news article may be submitted to the local newspapers, including a picture of the award recipient.
    e. A picture of each quarter's recipient may be placed on the County's website in the Employee Recognition section.

POLICY 509 - EMPLOYEE REFERRAL PROGRAM POLICY

It is the policy of the Highlands County Board of County Commissioners (Board) to encourage and recognize those employees who refer successful candidates to the Board for full time hard to fill positions.

509:1 ELIGIBILITY AND PARTICIPATION

1. The referring employee must be in a regular full-time position in a paid status or on an approved leave of absence from the Board to be eligible to participate.
2. The referring employee must not be on any form of written correction action six (6) months prior and up to the time of payment.
3. The referral cannot be submitted before the position is posted. The referred candidate must be hired within 180 days, (6) months, of the initial referral date.
4. All referrals must be submitted to Human Resources on a candidate referral form. The first employee to refer a candidate will be the only referring employee eligible for payment.
5. An eligible candidate is one who is interviewed and hired, not just presented for consideration.
6. The candidate must be a new employee, and not currently or previously employed with the County.
7. All referrals expire six (6) months from submission date. You may refer the same person again once the referral expires.
8. There is no limit to the number of times an employee can qualify for an award if they refer more than one person who is hired. However, only one employee will be awarded per candidate hire.
9. Positions eligible for this program must be determined to be "hard-to-fill" positions. The following factors should be considered when designating a position to be "hard-to-fill":
    - How critical the position is to the Board's operations and mission.
    - Lack of success of recent efforts to recruit candidates and retain employees in like positions.
    - Employment trends and labor-market factors that may affect the Board's ability to recruit candidates for similar positions.
    - Recent turnover in similar positions.
    - Special or unique competencies required for the position.

509:2 REFERRAL AMOUNT

1. Once the candidate is hired as a result of a referral and has completed a successful probationary period of six (6) months, Human Resources will process the referral on file with an amount as follows:
    - Personal leave equivalent to $500 or;
    - One (1) time payment of $500.

509:3 ADMINISTRATION OF REFERRAL BONUS PROGRAM

The referral program operates in accordance with the following program requirements:

- Administration may designate a position as "hard-to-fill": (1) before the position is posted;(2) after 30 days of unqualified applicants of an already posted position or; (3) after unsuccessful interviews of posted position.
- Both the referring employee and the referred candidate must be employed by the County when any referral is paid to receive the referral amount.
- The hiring process will be fair and consistent with County policy and procedures, with no bias for or against candidates whose selection might make another employee eligible for a referral amount.
- The Board reserves the right to amend or discontinue the Employee Referral Program without notice.
- Personal time off must be scheduled with supervisory approval and at a time mutually convenient to the employee and the department. • Unused personal hours may carry-over.
- Compensation for unused personal hours shall not be paid when an employee separates employment whether administratively, voluntarily, or involuntarily.

600 - LEAVE

POLICY 601 - SICK LEAVE

It is the policy of the Highlands County Board of County Commissioners (Board), to provide employees with appropriate time off due to illness under certain conditions. Eligible employees accrue paid sick leave and may take time off as necessary due to illness.

601:1 GENERAL PROVISIONS

1. Employees must give prior notice to their Supervisor or Department Director that they must be absent due to illness, injury, or exposure to a contagious disease or to care for dependents. This notice must be before the scheduled start time of the employee's work shift.
2. Employees may be required to furnish doctor's note for absences claimed due to sickness when the Supervisor or Department Director deem such request proper.
3. Employees who have been absent three (3) or more scheduled workdays within a 30-day period may be required to provide a doctor's note before returning to work, prior to the start of the next shift.
4. Employees who, upon request by their Supervisor or Department Director, fail to comply with the procedures in this section shall not be eligible to use accrued sick leave credits and may be subject to disciplinary action, up to and including termination.
5. Employees whose sick leave records indicate unwarranted use of sick leave may be required to submit medical certification for all absences claimed due to illness. Furthermore, if attendance is not improved within 30 calendar days of such notice and an acceptable record maintained thereafter, the employee may be subject to disciplinary action, up to and including termination. Human Resources shall conduct an analysis of employee sick leave per Supervisor request.
6. Increments. Sick leave should be granted in increments of not less than ¼ hour.
7. Special Computation for Ten (10) Hour Employees. Leave shall be approved in ten (10) hour increments for each scheduled workday in which sick leave has been approved; provide their individual leave account is sufficient to cover the period.
8. Special Computation for 24 Hour Employees. Leave shall be approved in 24-hour increments for each scheduled workday in which sick leave has been approved; provide their individual leave account is sufficient to cover the period.

601:2 SICK LEAVE ACCRUAL GENERAL

1. Sick leave benefits shall accrue during the initial period of employment probation; however, are not available for use. After three (3) months employees will be credited with the appropriate number of sick leave hours, which may be used at any time thereafter. Employees will continue to accrue sick leave at the standard rate thereafter.
2. Sick leave accrued during a pay period shall be credited to the employee on the last day of that pay period; or, in the case of separation, on the last day the employee is on payroll.
3. Employees shall not earn sick leave during breaks of service. An employee who has officially separated from Board employment will start with a balance of zero (0) sick leave hours if rehired.
4. Contract Employees (i.e. County Administrator, County Attorney) will accrue per the terms of their contract.

5. Part-time and OPS employees will not accrue sick leave.

601:3(a) SICK LEAVE ACCRUAL

Sick leave benefits will accrue for 40-hour personnel in regular positions under the Board as follows:

Table 1: Sick Leave Accrual in regular positions

Continuous Service	Accrued Sick Leave
Less than 5 years	52.00 hours
5 or more but less than 10 years	78.00 hours
10 or more years	104.00 hours

601:3(b) SICK LEAVE ACCRUAL

Fire Rescue personnel scheduled to work 24 hours on and 48 hours off work shift will accrue sick leave benefits in compliance with the following schedule:

Table 2: Sick Leave Accrual for personnel scheduled to work 24 hours on and 48 hours off

Continuous Service	Accrued Sick Leave
Less than 5 years	70.55 hours
5 or more but less than 10 years	105.91 hours
10 or more years	141.27 hours

601:4 AUTHORIZED USES OF SICK LEAVE

Sick leave shall be authorized only for the following:

1. Personal Illness. The employee's personal illness, injury, or exposure to a contagious disease that could endanger others. Personal illness shall also include disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom.
2. Medical Appointment. The employee's personal appointment with a doctor, dentist, or other recognized practitioner when it is not possible to arrange such appointments when off-duty.
3. Family Member Illness or Medical Appointment. Illness or injury of a member of the employee's immediate family, which may require the personal care and attention of the employee. Immediate family is defined as the spouse or the grandparents, parents, brothers, sisters, and children of either the employee or spouse. Additionally, eligible employees may use FMLA.
4. Workers' Compensation Supplementation. An employee is allowed to use one (1) hour per workday of paid sick leave to supplement the tax-free benefit. The net wages received should be nearly equivalent to the net wages received prior to the covered injury. Retroactive payment of sick credits is not authorized.

601:5 WHEN SICK LEAVE IS EXHAUSTED

1. Employees unable to work after all sick leave credits have been used may use accrued annual leave before being placed on leave without pay.
2. Family and Medical Leave Act of 1993. Persons employed by the Board for at least 12 months, and who have worked a minimum of 1,250 hours for the Board in the 12 months preceding a request for FMLA leave, are eligible to use leave as provided for

in the law. Procedures for requesting FMLA leave are contained in Policy 606, Family Medical Leave. FMLA leave, when authorized, shall be on a rolling 12 month period counting from the first day of leave granted under the request.

601:6 SICK LEAVE REIMBURSEMENT

1. In order to encourage employees to properly use sick leave and recognize those who have demonstrated a high degree of physical fitness and safety by accruing large amounts of unused sick leave credits, the following lump-sum reimbursements shall be authorized:
   a. Ten (10) years of continuous County service and accrual of 450 or more sick leave hours-lump-sum payment, upon separation, of 25% of the accrued sick leave hours based on current hourly wages.
   b. 15 years of continuous County service and accrual of 750 or more sick leave hours-lumpsum payment, upon separation of 35% of the accrued sick leave hours based on current hourly wages.
   c. 20 years of continuous County services and accrual of 1,000 or more sick leave hours lump-sum payment, upon separation, of 50% of the accrued sick leave hours based on current hourly wages.

As of October 1, 1996, the payment of Sick Leave Reimbursement Pay upon cessation of employment is limited to not more than 2,080 hours. All regular employees with sick leave balances in excess of this limit as of the date will retain their sick leave balances and may continue to earn additional sick leave hours; however, the maximum hours that may be reimbursed shall be limited to 2,080 hours. Creditable service as an elected official, even when continuous, will not be used to compute continuous service for this payment.

2. To be eligible for lump-sum payment of accrued Sick Leave Incentive benefits, employees must separate employment in good standing. The following requirements shall be met in order to separate employment in good standing.
   a. Notice of separation of at least two (2) weeks.
   b. No disciplinary action 30 calendar days prior to separation
3. Any employee that is involuntarily terminated will not be eligible for lump-sum payment of accrued Sick Leave.
4. Death. In case of death, payment for unused sick leave at the time of death shall be made to the employee's designated beneficiary in the amount payable to the employee upon separation pursuant to Policy 601:6 or as otherwise provided by law.

601:7 TRANSFER OF SICK LEAVE UPON SEPARATION

An employee leaving the Board to work for another FRS employer that allows limited transfer of sick leave may elect not to have up to 40 hours of sick leave bought back upon separation of employment with the Board.

It is the responsibility of the employee to inform Human Resources in writing of any intent to have sick leave transferred to another FRS employer prior to separation of employment with the Board. The employee is also responsible for obtaining and filling out any paperwork needed for such transfers.

Failure to notify Human Resources and/or failure to have completed the necessary paperwork in sufficient time prior to leaving employment with the Board may result in all sick leave being paid out at the appropriate rate and no accrued sick leave being transferred to the new FRS employer.

It is solely the responsibility of the employee to find out if another FRS employer allows for sick leave transfer and the amount that may be transferred. This practice varies widely among FRS employers and the Board will not make inquiries for employees regarding the transfer of leave to another FRS employer.

The Board will accept up to 40 hours of accrued sick leave transferred from another FRS employer. Sick leave transferred will be available after three (3) months of employment, per Policy 601:2, Sick Leave.

POLICY 602 - SICK LEAVE POOL

On a purely voluntary basis, eligible employees may join a Sick Leave Pool (SLP) with other employees. The SLP is established to provide additional paid sick leave protection to eligible employees. Participation in the SLP shall be on a voluntary basis and is available only to eligible employees.

602:1 REQUIREMENTS

To join the SLP, an employee must:

1. Have at least one (1) year of full-time employment with the County.
2. Have a minimum of 30 hours of unused sick leave remaining after contributing eight (8) hours to the pool.
3. Participating employees will make equal contributions to the SLP.

602:2 JOINING THE SICK LEAVE POOL

1. After the initial contribution of sick leave hours, further contributions will only be required as may be necessary to replenish the pool. Any such contributions will be equally required of all employees participating in the pool.
2. A participating employee using sick leave from the pool will not be required to re-contribute sick leave to the pool, except as otherwise provided herein.
3. A participating employee who chooses to no longer participate in the SLP will not be eligible to withdraw any sick leave already contributed to it.
4. Joining the pool is prohibited at any time other than the initial enrollment and periodic replenishment periods.
5. Pool replenishment will be accomplished annually as needed, during an open enrollment period in the fall. New members will be required to contribute at the same rate as original (charter) members or the current rate, whichever is higher.

602:3 CONDITIONS

1. A participating employee will not be eligible to use sick leave from the pool until all personal sick and annual leave has been depleted.
2. An employee must have been approved for FMLA before drawing time from the pool.
3. SLP time drawn from the pool must only be used for FMLA qualified events.
4. Leave withdrawal from the SLP will require, in all cases, a statement from a physician attesting to the disability, to the estimated period of disability, and a statement that the employee is unable to work.
5. A maximum of 240 hours may be withdrawn from the pool per member in a calendar year (January 1 through December 31).
6. Sick leave not yet earned may not be advanced for the purpose of contributing to the pool.
7. Alleged abuse of SLP time will be investigated. On a finding of wrongdoing, the employee will be required to repay all of the sick leave credit drawn from the pool and will be subject to such other disciplinary action as determined appropriate by Human Resources and the County Administrator.
8. An employee using SLP leave for the majority of the month will not earn sick leave.

602:4 SICK LEAVE POOL COMMITTEE

Operation of the pool will be monitored by a committee acting in an advisory capacity to the County Administrator.

1. The committee shall be composed of the Assistant County Administrator, Human Resources Representative, one (1) hourly employee, one (1) salary employee both members of the SLP, and a director of a department other than that to which the applying employee belongs. The committee shall be chaired by the Assistant County Administrator.
2. The committee shall not grant sick leave in excess of the balance in the pool.

POLICY 603 - ANNUAL LEAVE

It is the policy of the Highlands County Board of County Commissioners (Board), to afford the opportunity for all regular full-time employees to take annual vacations with pay in accordance with established guidelines. The purpose of annual leave is to provide employees time away from normal work activities without loss of pay or benefits. Approved vacations are beneficial to the operation of the Board and beneficial to its employees. Therefore, each eligible employee is encouraged to take annual vacation leave. Annual leave may also be used to supplement sick leave, or to perform personal activities, etc.

603:1 GENERAL PROVISIONS

1. Authority. Employees shall request use of annual leave electronically or in writing by using authorized forms. The Supervisor's approval is required prior to use. Leave use may not be authorized prior to the time it is earned.
2. Opportunity to Use. Each Department Director and Supervisor must provide opportunities to use accrued annual leave credits required for proper rest and relaxation. Individual employees are responsible for monitoring their own leave balance and for using them for the intended purpose. The maximum allowable carry-over of annual leave shall be 240 hours. All accrued annual leave hours in excess of 240 hours at the end of each calendar year will be deleted from accrued benefits without reimbursement. It is an employee's personal responsibility to request and schedule leave taking in order to avoid losing hours at the end of the calendar year.
3. Compulsory Use. A Department Director may require an employee to use all or part of the employee's accrued annual leave for vacation purposes at any time deemed advisable for the smooth functioning of the department, or to comply with above.
4. Special Computation for Ten (10) Hour Employees. Leave shall be approved in ten (10) hour increments for each scheduled workday in which annual leave has been approved; provide their individual leave account is sufficient to cover the period.
5. Special Computation for 24 Hour Employees. Leave shall be approved in 24-hour increments for each scheduled workday in which annual leave has been approved; provide their individual leave account is sufficient to cover the period.
6. Crediting Date. Annual leave earned during any pay period shall be credited to the employee on the last day of that pay period or, in the case of separation, on the last day the employee is in payroll.
7. Increments. Annual leave should be granted in increments of not less than ¼ hour.
8. Payment. Compensation for unused annual leave shall be paid when an employee separates employment, whether administratively, voluntarily, or involuntarily.
    a. Computation. Annual leave value at separation shall be computed by multiplying the employee's current hourly rate times the number of hours of accrued annual leave.
    b. Final Pay. Payment shall be included in the employee's final paycheck, provided:
        i. All Board property and materials in the employee's possession are properly returned or accounted for.
        ii. Sufficient notification is given prior to separation.
        iii. All insurance premiums, educational, and training obligations have been fulfilled.

c. Death. In case of death, payment for unused annual leave at the time of death shall be made to the employee's designated beneficiary or as otherwise provided by law.

9. DROP**.** Payment for unused annual leave may also be made to employees entering the Deferred Retirement Option Program (DROP) per Chapter 121.091(13), Florida Statutes not to exceed the amount of the employee's annual leave on account or 240 hours, whichever is less.
10. Part-time and OPS employees will not accrue annual leave.
11. Annual leave benefits shall accrue during the initial period of employment probation; however, are not available for use. New employees satisfactorily completing initial probation and attaining regular status shall be credited with the accrued leave on the last day of the pay period in which probation is completed. Probation is initially set at six (6) months but may be shortened or lengthened at the discretion of the Department Director; County Administrator approval is required. If the employee is released from probation prior to six (6) months, the annual leave will be credited at a pro-rated amount based on the amount of time the employee has been employed. If after the initial six (6) months of employment, the employee is on probationary status, the County Administrator may authorize the release of the appropriate leave balance.
12. Promotions, training, reinstatements, reclassifications, lateral transfers, and disciplinary periods of probation are not considered initial probation provided the minimum probationary service has previously been satisfactorily completed.
13. Employees shall not earn annual leave during breaks of service. An employee who has officially separated from Board employment will start from a balance of zero (0) annual leave hours if rehired. Service in the elected official category shall not be used in computing continued service.

603:2(a) EARNING ANNUAL LEAVE

Full-time regular 40-hour employees filling authorized Board positions shall earn annual leave hours as follows:

Table 3: Annual Leave Accrual for regular positions

Continuous Service	Accrued Annual Leave
Less than 10 years	104.00 hours
10 or more years	130.00 hours

603:2(b) EARNING ANNUAL LEAVE

Fire Rescue personnel scheduled to work 24 hours on and 48 hours off will accrue annual leave benefits in compliance with the following schedule:

Table 4: Annual Leave Accrual for personnel scheduled to work 24 hours on and 48 hours off

Continuous Service	Accrued Annual Leave
Less than 10 years	141.27 hours
10 or more years	166.77 hours

603:3 ANNUAL LEAVE PAYOUT

1. Annual Leave payouts may be paid to employees requesting payment for unused annual leave between November 1st and December 15th of each calendar year.
2. Employees may request payout for a maximum of 80 hours annual leave. Payment for unused annual leave will not exceed the amount of the employee's annual leave on account.
3. The payout may be split into multiple pay periods.
4. It is the responsibility of the employee to fill out the Annual Leave Payout Form (Appendix 4) and ensure that it is submitted to Human Resources in a timely manner. Failure to do so, may result in a delay in the payout.
5. In the event of a Disaster or Declared Emergency (Federal, State or Local) the County Administrator may authorize a Special Payout of Annual Leave with dates to be determined at the time of the sale and subject to sections 2, 3, and 4 of this policy.

POLICY 604 - HOLIDAYS

It is the policy of the Highlands County Board of County Commissioners (Board), to designate and observe certain days each year as holidays. The holiday schedule is adopted annually by the Board.

604:1 GENERAL PROVISIONS

1. The Board reserves the right to schedule work on an observed holiday.
2. When an approved holiday falls on a Saturday, the preceding Friday shall be observed as the official holiday. When an approved holiday falls on a Sunday, the following Monday shall be observed as the official holiday.
    a. Fire Rescue employees working 24-hour shifts will observe holidays on the regularly scheduled calendar day without regard to Saturday or Sunday.
3. If a listed holiday is observed on a day which is a regularly scheduled day off for an employee, the employee will not be compensated, nor may the employee take another day in lieu of the scheduled holiday. Refer to Policy 604:5 – Floating Holiday
4. Holiday pay for less than full-time employees shall be awarded at the rate of one (1) hour of holiday pay for each ten (10) hours worked during the pay period in which the holiday falls. For example, if a part-time employee is scheduled to work 20 hours during the pay period of the holiday, they would receive two (2) hours holiday pay, 30 hours scheduled, three (3) hours, 40 hours scheduled, four (4) hours, etc. to a maximum of 60 hours scheduled, six (6) hours holiday pay would be paid. Employees who work 70 hours or more would receive the full holiday benefit.
5. If an employee takes sick leave (including annual leave substituted for sick leave) on the day prior to or the day after an observed holiday, they may be required to provide written proof of illness in the form of a physician's statement of treatment. Failure to provide such proof of illness when requested shall result in the employee not being paid for such sick leave and/or loss of holiday pay for the observed holiday, and may result in disciplinary action, up to and including termination.
6. Employees on unpaid leaves of absence shall not be entitled to holiday pay for any holiday that falls during any period of unpaid leave.
7. The Board recognizes that some employees may wish to observe, as periods of worship or commemoration, certain days which are not included in the Board's list of observed holidays. Employees requesting to take a day off for such reasons may be permitted to do so if the employee's absence from work will not result in an undue hardship on the ability of the department to conduct business, providing prior approval has been obtained from the employee's Supervisor. Employees may use accumulated paid annual leave on such occasions, or they may take such time off as an unpaid, excused absence.
8. Mandatory Holiday Duty. Exempt employees that are required to work on a scheduled holiday for the convenience and necessity of the Board may be granted administrative leave at straight time for the period worked if the total hours for the work week exceeds the standard work week hours. Prior approval by the County Administrator is required.
    a. Fire Rescue employees that are required to work on a scheduled holiday will be paid holiday pay.
9. Other Agency Holidays. Board personnel with shared employment with the University of Florida Extension Service, Courthouse, and other employees in similar situations,

may observe holidays of that organization, or of the Board. The total number of holidays for Board employees with shared employment may exceed the total number of days provided to Board employees annually.

604:2 FLOATING HOLIDAY

1. Two (2) floating holidays per calendar year are provided for those employees working in a division whose mandatory work schedule prohibits them from participating in the regularly observed holidays. This policy applies to:
   a. Library staff whose offices normal operating hours are Tuesday thru Saturday and therefore are unable to benefit from holidays observed on Mondays.
   b. Solid Waste staff whose normal operating hours are set based on the operating schedule of the Solid Waste hauler and who therefore are unable to benefit from holidays observed by the Board.
   c. This policy does not apply to employees within the Library system or Solid Waste who work a Monday through Friday work schedule.
2. Where an employee's work schedule is established to accommodate the needs of the Board, the County Administrator may grant an employee up to two (2) floating holidays on a case-by-case basis. Approval will be documented in the employees personal file.
3. Floating holidays will be applied to an applicable employee's available leave balances on the first business day in January of each year. To be eligible for receipt of a Floating Holiday, employees in positions approved for Floating Holidays must be employed in the position at the time of application of that Floating Holiday to that Employee's leave balance.
4. Floating Holidays must be scheduled in advance and approved in accordance with the County's leave policy.
5. Floating Holidays must be used during the calendar year which they are granted.
6. Floating Holidays are not compensable upon separation of employment.

POLICY 605 - LEAVE OF ABSENCE

It is the policy of the Highlands County Board of County Commissioners (Board), to grant employees leave(s) of absence under certain circumstances.

605:1 GENERAL PROVISIONS

1. Medical certification may be required for a serious health condition, as described in the Family & Medical Leave Act (FMLA), although employee may not qualify for protection under FMLA. Refer to Policy 606, Family Medical Leave.
2. The Board requires that all accumulated annual, sick, and compensatory leave first be exhausted and counted towards the maximum amount of approved leave. The remainder of the leave period, if any, is unpaid.
3. Should an employee exhaust all FMLA and/or approved Workers Compensation leave, the Director may grant a one-time, 30 calendar day Leave of Absence. Should the employee need additional leave, the County Administrator may grant additional time in 30 calendar day increments on a case by case basis.
4. Employees who are on an approved leave of absence are expected to report any change of status in the need for a leave, as soon as such a change takes place, to the immediate Supervisor, Department Director or Human Resources.
5. Employees intending to return to work from an approved leave of absence shall notify the immediate Supervisor and Human Resources in advance of returning to work. Employees are encouraged to provide as much advance notice as possible. Failure to notify the Supervisor may result in a delay in the return to work. Proper medical documentation may be required before employee is able to return to work.
6. An employee who fails to return to work at the conclusion of an approved leave will be considered to have voluntarily abandoned their position. In such instances involving leave of absence without pay, the Board will recover from the employee the Board's share of any insurance premiums paid by the Board on behalf of the employee and their dependents.
7. Benefits that accrue according to length of service, such as paid vacation, sick leave, and retirement credit, do not accrue during periods of unpaid leave of absence. Likewise, holidays will not be granted during periods of unpaid leave.
8. An employee returning to work from a leave of absence, including military leave, must comply with reinstatement requirements specified by federal and state law. If the same job or one of equivalent status is not available as a result of a reduction in force, the employee will be treated in the same manner as though they were not on leave at the time of the reduction in force.

605:2 BENEFITS COVERAGE DURING LEAVE

1. If the leave of absence is unpaid, the employee will be required to pay the cost of health, dental, and life insurance premiums and any employee elected coverages (i.e. Aflac, TA, Vision, etc.) during the leave of absence. The employee will be billed monthly for their portion of the coverage. Failure of the employee to pay their portion of the premiums may result in loss of coverage.
2. If the leave of absence is paid, the Board will continue to pay the normal cost of insurance premiums for the employee and the employee's dependents as if the employee were otherwise working during the leave of absence. The employee will likewise continue to pay their portion of any premiums during this period. Failure of the employee to pay their portion of the premiums may result in loss of coverage.

POLICY 606 - FAMILY MEDICAL LEAVE

It is the policy of the Highlands County Board of County Commissioners (Board), to grant its employees up to 12 weeks leave of absence using a rolling 12-month period, to be used in accordance with the provisions of the Family & Medical Leave Act (FMLA).

606:1 GENERAL PROVISIONS

1. Employees who have been employed for at least one (1) year, 52 weeks, which need not be consecutive, and have worked at least 1,250 hours during the preceding 12-month period are eligible for leave under the FMLA.
2. For employees who are not eligible for FMLA leave, the Board will review business considerations and the individual circumstances involved. Any leave granted under these special conditions and circumstances is non-FMLA leave, and does not afford the protections granted to eligible employees by the Family & Medical Leave Act.
3. The Family & Medical Leave Act requires that a total of 12 weeks of unpaid leave be made available during a rolling 12-month period. The Board requires that all applicable annual, sick, and compensatory leave first be exhausted and counted towards the maximum amount of leave required under the law. The remainder of the leave period, if any, is unpaid.
4. Exempt Employees. During a period in which intermittent or reduced schedule FMLA leave is to be taken, the employee will be compensated on an hourly basis and paid only for the hours worked. The employee may elect to use annual or sick leave to offset the un-worked hours. Refer to 29 CFR 825.206 for additional details.

606:2 REASONS FOR LEAVE AND CONDITIONS/RESTRICTIONS

1. All employees who meet the applicable time-of-service requirements may be granted a combined total of 12 weeks of leave, whether paid or unpaid, during the designated rolling 12-month period for the following reasons:
   a. The birth of the employee's child, and in order to care for the child.
   b. The placement of a child with the employee for adoption or foster care.
   c. To care for the employee's spouse, child, or parent who has a serious health condition. The care of grandparents or in-laws is not covered under FMLA.
   d. A serious health condition that renders the employee incapable of performing the functions of his/her job.
   e. To care for the employee's spouse, parent, child, or next-of-kin who is a covered service member with a serious injury or illness sustained while on active duty. Refer to Policy 607, Military Family Medical Leave.
   f. For a qualifying exigency when an employee's spouse, child, or parent is called to active duty. Refer to Policy 607, Military Family Medical Leave.

Note: Employees who have no biological or legal relationship with a child may nonetheless stand in loco parentis to the child and be entitled to FMLA leave. Human Resources, in consultation with the legal counsel, shall make determinations regarding in loco parentis conditions and qualifications on a case-by-case basis. Reasonable documentation may be required.

2. Leave to be used for the birth or placement of a child for adoption or foster care must be taken within 12 months from the date of the birth or placement. If the Board employs both parents, they will be permitted to take a combined total of 12 weeks of leave for the birth or placement of the child.

3. Family or medical leave may be taken as intermittent leave or leave on a reduced-schedule only if there is a medical need for such leave (as distinguished from voluntary treatments and procedures), and that such medical need can be best accommodated through an intermittent or reduced leave schedule.
    a. An employee needing intermittent FMLA leave or leave on a reduced leave schedule must make a reasonable effort to schedule the leave so as not to disrupt department operations.
    b. In addition, provisions of the Family & Medical Leave Act allow the employer to assign an employee to an alternate position with equivalent pay and benefits that better accommodates the employee's planned intermittent or reduced leave schedule. The employee will be returned to their original or similar position following this application of leave.
    c. When leave is taken after the birth or placement of a child for adoption or foster care, an employee may take leave intermittently or on a reduced leave schedule only if the employer agrees. The employer's agreement is not required, however, for leave during which the mother has a serious health condition or if the newborn child has a serious health condition.

606:3 TRACKING AND AVAILABILITY OF LEAVE

1. Effective September 1, 2009, the Board uses a 12-month rolling leave period measured forward from the date the employee first takes FMLA leave. The first day FMLA is taken is the day that the rolling leave period begins. After completion of 12 months from that date, the next 12 month rolling period begins the next time the FMLA leave is used.
2. For ease of tracking intermittent leave, the 12-week entitlement may be equivalently defined in hours. If an employee's schedule varies from week to week, a weekly average of the hours worked over the 12 weeks prior to the beginning of the leave period would be used for calculating the employee's normal workweek.
3. If an employee is not eligible to take FMLA leave, Human Resources will notify the employee why he or she is not eligible.
4. FMLA leave will be tracked and notated on the employee's timesheet by the department. It shall be the responsibility of the department to inform an employee of the amount of FMLA leave available at the time leave is requested. Human Resources shall inform the employee when the end of the 12-week entitlement is nearing.
5. An error by Human Resources as to the amount of time due to an employee under FMLA will not reduce or increase the amount of time the employee is legally owed.
6. To the extent allowed by law, in the event an absence is for any reason covered by the FMLA, the Board reserves the right to count it as FMLA leave, whether the employee has applied for it or not. When this occurs, the employee will be promptly notified as required by law.

606:4 REQUESTS FOR LEAVE

1. An employee requesting leave when the need for the leave is foreseeable should complete the appropriate FMLA certification paperwork and return it to Human Resources for further processing. If approved, the employee shall follow standard policy for requesting leave.

2. All fields should be completed on the FMLA certification paperwork including whether the request for leave is a new or existing one, the type of leave being requested, the estimated duration of the leave, and the starting and approximate ending dates of the leave (if known).
3. Confidentiality. Medical information is confidential and is only retained by Human Resources and/or Risk Management in confidential files. If the information is not specific to a diagnosis or is simply stating the reasons listed above, that information is not considered confidential medical information. Human Resources, Risk Management, and the HIPAA Privacy Officer are available to advise what information constitutes confidential medical information.

606:5 NOTICE OF LEAVE

1. An employee intending to take family or medical leave due to an expected birth or placement of a child, or because of a planned medical treatment, must submit a leave request form at least 30 calendar days before the leave is to begin. Failure to provide this notice may postpone the leave.
2. If leave is to begin within 30 calendar days, an employee must give notice to their immediate Supervisor and Human Resources as soon as the necessity for leave arises.
3. If the leave is not foreseeable, the employee may provide notice to their immediate Supervisor or Department Director by phone, fax, or email. Medical details need not be given. The employee should provide enough information for Human Resources to understand that a serious health condition will create incapacity from the employee's job. If leave is to care for a family member, information must be provided that the condition will render the family member unable to perform daily activities. The employee should include at least an estimate of how long they will be absent. Failure by the employee to provide sufficient information to determine whether FMLA is applicable may result in delay or denial of protected leave.
4. If the current absence relates to an already approved FMLA condition, the employee must advise the immediate Supervisor or Department Director at the time the leave is requested. Calling in sick without providing more information is not considered sufficient notice for that leave to be protected.
5. Normal department call-in procedures for unscheduled absences should be observed unless an emergency situation is indicated.
6. If a Supervisor learns of an event which can be reasonably foreseen to qualify as FMLA leave, the employee should be provided a Notice of Eligibility and Rights and Responsibilities and certification paperwork within five (5) business days of learning of the employee's potential need for the leave or the employee's request for leave. Following receipt of the completed and approved certification paperwork, a Designation Notice will be prepared by the department and sent to the employee. The Designation Notice informs the employee that the Board has designated the leave as FMLA leave.
7. In general, FMLA leave is not counted retroactively. However, if the Board learns that leave is for an FMLA-qualifying purpose after leave has begun, the entire portion or some portion of the paid leave period may be retroactively counted as FMLA leave, to the extent that the leave period qualified as FMLA leave. Such determinations will be made in consultation with Human Resources.

8. An employee may be absent from work due to an on-the-job illness or injury that also qualifies as a serious health condition under FMLA and still receive workers' compensation. In such cases, workers' compensation leave and FMLA leave will run concurrently. Human Resources, when necessary, shall make such determinations as to whether workers' compensation leave should be counted as FMLA leave
    a. If the workers' compensation leave is longer than the 12-week entitlement under FMLA, such leave will revert to the rules provided by workers' compensation laws and regulations.

606:6 MEDICAL CERTIFICATION OF LEAVE

1. A request for leave based on the serious health condition of the employee or employee's spouse, child, or parent will require a Medical Certification completed by the applicable health care provider. This certification must be submitted to Human Resources. Failure to complete and submit necessary FMLA paperwork will result in the denial of FMLA leave until such time as proper paperwork has been completed, received, and reviewed. The Board may also request re-certifications periodically during the course of any FMLA leave, according to guidelines in the regulations. Certification information will be kept confidential and filed in the employee medical file, to be kept in Human Resources.
    a. The Board may request the employee to provide a recertification no more often than every 30 calendar days and only in connection with an absence by the employee. The Board is not responsible for any expense associated with a recertification.
2. The certification forms provided by Human Resources should be completed by the employee's/ family member's healthcare provider and must be returned to Human Resources within 15 calendar days from the date that the request is made on the Notice of Eligibility and Rights and Responsibilities, unless the employee notifies Human Resources of extenuating circumstances. Failure to use the Board's designated certification form may result in delay in approving protected leave, even if other information is submitted. If incomplete or insufficient information is received by Human Resources, the employee will be asked to obtain the missing information from the healthcare provider. Failure to provide certification as requested will result in denial of protected leave.
3. Medical certification is needed for a female employee (mother) in the case of FMLA leave being taken for the birth of a child. For adoption, foster placement, or for leave being taken by the male employee (father), proof of birth, adoption, foster placement should be provided as certification.
4. The Board may request, at its own expense, second, or third medical opinions regarding FMLA determination. The department will pay the cost of such opinions.

606:7 BENEFITS COVERAGE DURING LEAVE

1. During a period of FMLA leave, an employee will be retained by the Board health plan under the same conditions that applied before the leave commenced.
2. To continue health coverage, the employee must continue to make any contributions that they made to the plan prior to taking leave. Failure of the employee to pay their portion of the health insurance premium may result in the loss of coverage.

3. If the employee fails to return to work after the expiration of the leave, the employee may be required to reimburse the Board for payment of health insurance premiums during any unpaid leave
4. An employee is not entitled to the accrual of employment benefits that would have accrued if not for the taking of leave. However, an employee who takes FMLA leave will not lose any employment benefits that accrued before the date the leave began.

606:8 RESTORATION OF EMPLOYMENT

1. An employee eligible for FMLA leave, will be restored to their old position or to a position with equivalent pay, benefits, and other terms and conditions of employment. The Board cannot guarantee that an employee will be returned to their original position. The County Administrator will make a determination as to whether a position is an equivalent position. Employees who wish to challenge this determination should contact Human Resources.
2. Pursuant to the FMLA, an employee may be denied restoration rights if:
   a. The individual cannot perform the essential functions of the job, with or without accommodation.
   b. The individual would pose a significant risk to the safety of other employees.
   c. The employee's job was eliminated or they were laid off because of business conditions.

606:9 CONTACT AND COMMUNICATION GUIDELINES

1. During FMLA leave, employees must periodically report on their medical status and intent to return to work. An employee must contact the immediate Supervisor or Human Resources no less often than once every 30 calendar days, and at any time that the need for FMLA has changed.
2. The Director, Human Resources, or the Risk Coordinator are allowed to initiate communication with employees who are on an FMLA leave as needed.

606:10 RETURN FROM LEAVE

1. An employee must notify the immediate Supervisor and Human Resources of their intent to return from FMLA leave before they can be returned to active status.
2. If an employee wishes to return to work prior to the scheduled expiration of an FMLA leave of absence, notification and medical certification releasing the employee to return to work must be given to Human Resources prior to the employee's planned return.
3. Medical Clearance. Except during the course of approved intermittent leave, all employees of the Board whose FMLA leave was taken due to the employee's own serious health condition must obtain from the employee’s health care provider a medical certification releasing the employee to return to work. This certification must be obtained and provided to Human Resources before the employee will be allowed to return to work. The Board will consider any employee request for reasonable accommodations to an ongoing condition as required by law.
4. The Board reserves the right to request medical clearance from intermittent medical absences if reasonable safety concerns exist due to the approved FMLA condition. This request will be made only in consultation with Human Resources.

5. If at any point an employee gives notice that they will not be returning from FMLA leave, the Supervisor should request a written resignation; however, the receipt of written resignation is not required for the employee to be considered terminated.

606:11 FAILURE TO RETURN FROM LEAVE

The failure of an employee to return to work upon the expiration of a qualifying FMLA leave will subject the employee to immediate termination unless a leave of absence is granted. Refer to Policy 605, Leave of Absence.

606:12 RELATIONSHIP TO THE AMERICANS WITH DISABILITIES ACT

1. The Family & Medical Leave Act provides certain job protections and entitlements as they relate to the "serious health condition" of the employee and/or the employee's immediate family. The Americans with Disabilities Act requires employers to make "reasonable accommodations" for individuals with qualifying disabling conditions. While the FMLA and the ADA seem to cover separate situations, and operate exclusively from each other, Supervisors must be aware that in practice there may be circumstances that present themselves in a way that may create difficulty in separating the two Acts.
2. The American with Disabilities Act requires that each case be handled on a case-by-case basis. If an employee requests a modified work schedule following a leave, as a result of an FMLA leave condition, or at any other time, the request must be evaluated to determine if it is a "reasonable accommodation" request falling under the ADA, or simply an FMLA leave request.

POLICY 607 - MILITARY FAMILY MEDICAL LEAVE

It is the policy of the Highlands County Board of County Commissioners (Board), that employees who are otherwise eligible to take leave under the Family & Medical Leave Act (FMLA) may qualify for military family leave.

607:1 GENERAL PROVISIONS

1. To be eligible, an employee must meet the same requirements as for regular FMLA.
2. Employees using Military FMLA are also subject to all other provisions and requirements of FMLA including notice of the need for leave, certification, communications with employer, use of accruals during the leave, and scheduling of intermittent time. (Refer to Policy 606, Family Medical Leave) The employee must contact Human Resources to discuss details of certifications and other authentications required to protect leave taken under Military FMLA.
3. Two types of Military FMLA are available, Military Caregiver Leave and Military Exigency Leave

607:2 MILITARY CAREGIVER LEAVE

1. An employee who is the spouse, son, daughter, parent, or next-of-kin of a covered service member who is recovering from a serious illness or injury sustained in the line of duty on active duty may be granted up to 26 weeks in a single 12-month period in order to care for the service member.
   a. Serious illness or injury. One that renders the service member medically unfit to perform the duties of the member's military position.
   b. Covered service member. One who is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list due to the injury or illness.
   c. Next of kin. Nearest blood relative.
2. Military Caregiver Leave may be taken intermittently, on a reduced schedule, or continuously, but only during a single 12-month period. The single 12-month period is measured forward from the date an employee first takes leave to care for the service member and ends 12 months later. Caregiver Leave is granted for a single injury/illness. An aggravation or complication of an earlier injury/illness is still considered to be the same. Any unused amount is forfeited.
3. During the single 12-month period, Caregiver Leave is combined with regular FMLA leave and the total cannot exceed 26 weeks. Only 12 of the 26 weeks total may be for an FMLA-qualifying reason other than to care for a covered service member.
4. If leave qualifies as both military caregiver leave and FMLA medical leave to care for a family member with a serious health condition, it must be counted as Caregiver Leave.

607:3 MILITARY EXIGENCY LEAVE

An employee who has a spouse, son, daughter, or parent in the National Guard or Reserves may be granted up to 12 weeks of leave during the rolling 12-month period established by the employer for FMLA leave for qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on federal active duty or is called (or has been notified of an impending call) to federal active duty in support of a contingency operation. Family members of members of the regular Armed Forces and members of the

National Guard called to active duty by the governor in response to a state emergency are not eligible for this type of leave.

Qualifying Exigency Leave may be taken continuously, intermittently, or on a reduced schedule. The employee may not be transferred to an alternative job while on leave.

Qualifying Exigency Leave is part of regular FMLA leave. The maximum amount of leave is 12 weeks within the rolling 12-month period, including all other types of regular FMLA leave except Military Caregiver Leave.

Any one or more of the following non-medical, non-routine activities, and no others are included in the definition of "Qualifying Exigency":

1. Short-term deployment activities. If a military member receives seven (7) or less calendar days' notice prior to the date of employment, an employee may take FMLA leave to address any issues arising from the short notice. An employee may take FMLA leave for up to seven (7) calendar days beginning on the date the military order is received, even if the seven (7) day period ends after the military member has been deployed.
2. Military events and related activities. To attend official events sponsored by the military that are related to the active duty call or status, and to attend family support or assistance programs and informational briefings sponsored by the military, military service organizations, or American Red Cross that are related to the active duty call or status of the military member.
3. Childcare and school activities. Certain childcare and related activities arising from the call to active duty or active duty status, such as arranging for alternative childcare, providing childcare on a nonroutine, urgent, immediate need basis, enrolling or transferring a child to a new school or daycare facility, and attending certain meetings at a school or daycare facility.
4. Financial and legal arrangements. To make or update arrangements to address the military member's absence, such as obtaining power of attorney, transferring bank account authority, enrolling in the Defense Enrollment Eligibility Reporting System (DEERS), obtaining military identification cards, or preparing or updating a will or living trust; and/or to act as the military member's representative before a federal, state, or local agency for certain purposes relating to military service benefits while the military member is on active duty or call to active duty, and up to a period of 90 calendar days following the termination of the military member's active duty status.
5. Counseling activities. To attend counseling, provided the need for counseling arises from the military member's active duty call or status, and that such counseling is provided by someone other than a health care provider, such as a chaplain or pastor. The counseling must be for the employee, the military member, and/or the military member's child.
6. Rest and recuperation activities. Leave may be taken to spend time with the military member that has been granted short-term, temporary, rest and recuperation leave during the deployment period. This leave is limited to a maximum of five (5) calendar days for each instance of rest and recuperation.
7. Post-deployment activities. To attend certain post-deployment activities sponsored by the military for a period of approximately 90 calendar days following termination or the military member's active duty status, or to address issues that arise from the death of a military member on active duty status.

8. Additional activities. Leave for other exigencies may be granted, provided it arises out of the military member's call to active duty or status and the employee and employer mutually agree on both the timing and the duration of the leave.

POLICY 608 - DOMESTIC VIOLENCE LEAVE

It is the policy of the Highlands County Board of County Commissioners (Board), to permit all qualifying employees to request and take up to three (3) paid or unpaid working days of leave in any 12- month period to undertake activities resulting from an act of domestic violence if the employee, or a family or household member of the employee, is the victim of domestic violence. For further detail, see 741.313, Florida Statutes.

Highlands County, in accordance with Florida Statutes, will keep confidential and exempt from public disclosure all such requests, substantiating documentation, and leave.

608:1 QUALIFYING FOR DOMESTIC VIOLENCE LEAVE

To qualify for leave under this policy, an employee must:

1. Be employed by the Board for three (3) or more months.
2. Provide to their immediate Supervisor as much advance notice as possible of the need to take leave, except in cases of imminent danger to the health or safety of the employee or the family or household member.
3. Provide to Human Resources sufficient documentation of the act of domestic violence, specific documentation to be determined on a case-by-case basis.
4. Exhaust first all annual, sick, or compensatory leave. If employee does not have any available leave, they may use leave without pay.
5. Leave may be used for one or more of the following reasons:
    a. Seeking an injunction for protection against domestic violence or an injunction for protection in cases of repeat violence, dating violence, or sexual violence.
    b. Obtaining medical care or mental health counseling, or both, for the employee or a family or household member to address physical or psychological injuries resulting from the act of domestic violence.
    c. Obtaining services from a victim services organization, including, but not limited to, a domestic violence shelter, program, or a rape crisis center as a result of the act of domestic violence.
    d. Making the employee's or victim’s home secure from the perpetrator of the domestic violence or to seek new housing to escape the perpetrator.
    e. Seeking legal assistance in addressing issues arising from the act of domestic violence or to attend and prepare for court related proceedings arising from the act of domestic violence.

POLICY 609 - ADMINISTRATIVE LEAVES

It is the policy of the Highlands County Board of County Commissioners (Board), to provide time off to employees to attend funerals or memorial services and for civic duty (jury duty, witness duty, and military duty). Abuse or falsification of bereavement or civic duty leaves shall be subject to disciplinary action, up to and including termination.

The County Administrator may grant administrative leave with or without pay when it is determined that it is in the best interest of the Board not to have the employee in the work area.

609:1 BEREAVEMENT

1. An employee shall be granted up to 32 hours of administrative leave with pay for the death of any member of the employee's immediate family. Immediate family is defined as the spouse or the grandparents, parents, brothers, sisters, children, and grandchildren of either the employee or the spouse. An employee may also be granted this leave for the death of a person with loco parentis standing with the employee; i.e., a person who has been the position or place of a parent to the employee. Employees may use annual, sick, compensatory, or leave without pay if they wish to take any additional time off.
2. An employee may be requested to provide a statement in writing to their immediate Supervisor giving the name of the deceased and their relationship to the employee. This information shall be retained in the employee's personnel file.

609:2 COURT APPEARANCES

1. Jury Duty. An employee summoned as a member of a jury panel shall be granted administrative leave with pay for up to 8 regular hours worked per day. A copy of the jury summons will be provided to Human Resources and will be retained in the employee's personnel file. Payment received by the employee for jury duty, except for meals, travel, and lodging expenses, shall be endorsed to the Board. The Board shall not reimburse the employee for meals, lodging, and travel expenses incurred while serving as a juror.
2. Witness Duty. An employee subpoenaed as a witness, not involving personal litigation, shall be granted administrative leave with for up to 8 regular hours worked per day. A copy of the subpoena will be provided to Human Resources and will be retained in the employee's personnel file. Payment received by the employee for witness duty, except for meals, travel, and lodging expenses, shall be endorsed to the Board. The Board shall not reimburse the employee for meals, lodging, and travel expenses incurred while serving as a witness.
3. Line of Duty Court Appearance. An employee subpoenaed in the line of duty to represent the Board as a witness or defendant shall be granted administrative leave. Appearances in such cases shall be considered part of the employee's job assignment. The employee shall be paid per diem and travel expenses, and shall be required to turn over to the Board any fees received from the agency making such payments.
4. Personal Litigation. In no case shall administrative leave with pay be granted for court attendance when an employee is engaged in personal litigation. The employee may use annual leave, compensatory leave, or leave without pay in such cases, per Policy 603, Annual Leave.

609:3 VOTING

An employee who lives such distance from assigned work location as to preclude voting outside of working hours may be authorized a maximum of one (1) hour of administrative leave with pay for this purpose. An employee shall not be granted administrative leave with pay to work at the polls during elections. The employee must request and receive approval from the Director prior to using.

609:4 EXAMINATIONS

An employee may be granted a maximum of eight (8) hours of administrative leave with pay to take examinations before a state or federal agency, provided such examinations are pertinent to the Board employment and not pursuant to tuition assistance provided courses.

609:5 MILITARY DUTY LEAVE

1. An employee who is a member of the Armed Forces of the United States shall, upon presentation of a copy of the employee's official orders to the employee's Supervisor, be granted leave with full pay and without loss of benefits (including retirement) during periods in which the employee is ordered to active service or military training. This time will be considered continuous service.
    a. Requests for military leave under this subsection shall be submitted in writing with proper documentation at least one (1) month prior to the commencement date of the orders.
2. Chapter 115, Florida Statutes, recognizes two (2) types of duties within the military for a leave of absence: active service and military training.
    a. Active service. Active duty in the Florida defense force or civil service in training or on active duty with any branch of the Armed Forces or Reservists of the Armed Forces, the Florida National Guard, the Coast Guard of the United States, and service of all officers of the United States Public Health Service detailed by proper authority for duty with the Armed Forces.
    b. Military training. Armed forces reserve or guard training for inactive service members.
3. Any Board employee who is also a member of the National Guard or a Reserve component of the Armed Forces of the United States may be granted leave of absence from their respective duties to enter active duty status, the first 30-calendar days of any such leave will be with full pay. During such leave of absence, the employee shall be entitled to preserve all benefits and retirement privileges, and such time will be treated as continuous service.
4. After the 30-calendar day period described above, the Board may supplement the military pay to bring the employee's pay to the level earned at the time they were ordered to active service. The supplement will be based on the calculated difference of the military base pay and the employee's gross pay with the Board while on active service. It is the responsibility of the employee to provide a copy of their military earning statement to Human Resources so they can determine if a supplement is due.

POLICY 610 - WORKERS' COMPENSATION LEAVE

It is the policy of the Highlands County Board of County Commissioners (Board), to ensure the availability of all reasonable and necessary authorized medical care and payment of all related medical costs to employees who are injured or develop an occupational disease as a result of the conditions of their job. Additionally, employees may be entitled to receive partial compensation for lost wages due to a qualified job-related injury or illness. For additional information, refer to Chapter 440, Florida Statutes.

610:1 GENERAL PROVISIONS

1. Employees who sustain an on-the-job work-related injury or illness shall immediately inform their supervisor. Failure to notify the supervisor immediately may impact benefits under the Workers' Compensation Law, and shall constitute the employee's refusal to submit to drug testing per Section 440.09(7)(c), Florida Statutes. After the employee is absent three (3) consecutive workdays, Human Resources will send the employee Family Medical Leave Act (FMLA) paperwork.
2. The Supervisor is responsible for reporting all Workers' Compensation injuries to Risk Management within 24-hours of the injury. Failure to do so may lead to disciplinary action, up to and including termination.
3. In non-emergency situations, prior to medical attention being sought for any work-related injury or illness, employees shall consult with Risk Management for treatment or referral to an authorized health care provider. Failure to follow this procedure may jeopardize the employee's benefits under the Workers' Compensation Law and lead to disciplinary action, up to and including termination.
    a. This provision does not apply to life-threatening emergencies when immediate care must be sought through "9-1-1" dispatch. However, Risk Management must be informed as soon as possible of the injury.
4. If an authorized health care provider certifies the inability of an employee to perform work due to a work-related injury or illness, the employee must elect to use accrued sick leave (or vacation leave once all sick leave is exhausted) for the first seven (7) calendar days. On the eighth (8th) calendar day off work, the employee will revert to workers' compensation indemnity benefits for partial or total indemnity benefits under Florida Workers Compensation Law. Employees will be paid workers' compensation indemnity benefits for the first seven (7) calendar days only if they are disabled for more than 21 calendar days (these days do not have to be consecutive calendar days).
5. Indemnity benefits will be based upon the employee's average weekly wage for the 13-week period immediately preceding the work-related injury or illness.
6. While receiving indemnity benefits, annual and sick leave will still be accrued. Holiday pay is not available to an employee receiving total temporary indemnity benefits. Holiday pay may be available to an injured employee if the Holiday falls within the first seven (7) calendar days of the injury.
7. Workers compensation wage indemnity benefits are paid at the rate of 66 $^{2}/_{3}$% of gross wages and are tax-free. An employee is allowed to use one (1) hour per workday of paid leave to supplement the tax-free benefit. The net wages received should be nearly equivalent to the net wages received prior to the covered injury.
8. Workers compensation shall not be payable if the injury was occasioned primarily by the intoxication of the employee; by the influence of any drugs, barbiturates, or

other stimulants not prescribed by a physician; or by the willful intention of the employee to injure or kill himself, herself, or another.

9. If injury is caused by the knowing refusal of the employee to use a safety appliance or observe a safety rule required by statute or lawfully adopted by the Board, or if injury is caused by the employee's refusal to use safety equipment provided by the Board, workers' compensation indemnity benefits shall be reduced by 25% and the employee will not be allowed to use accrued annual or sick leave to supplement workers' compensation indemnity.
10. If the employee is unable to perform an essential job function and has a qualifying condition that may substantially limit one or more life function(s), the employee should contact Human Resources for referral to the Board Americans with Disabilities Act (ADA) Coordinator. If the employee cannot perform the essential functions of the position after Maximum Medical Improvement (MMI) and proper certification is received for a qualifying condition under ADA, the Board will consider all requests for reasonable accommodations.
11. Return to Alternate/Light Duty. When Risk Management has been advised that the employee is entitled to receive a temporary partial disability benefit or a temporary total disability benefit, and there is medical certification that the employee cannot perform the duties of the employee's regular position, but the employee can perform some work beneficial to the Board, the Risk Coordinator or Human Resources, may return the employee to alternate duty at his/her regular rate of pay to perform any duties the employee is capable of carrying out, subject to the following conditions:
    a. Light duty work, whether part-time or full-time, is solely at the discretion of the employer.
    b. Light duty work is not permanent.
    c. No light duty position will be created in the absence of an operational need or requirement.
    d. Light duty employment may be extended at the sole discretion of the employer.

610:2 RETURN AFTER WORKERS COMPENSATION LEAVE

1. Worker's compensation disability leave shall run concurrent with leave under the FMLA.
2. The employee must return to the essential duties of the employee's position after light duty work terminates or the expiration of leave under FMLA, if applicable.
3. The ability to perform the essential duties of a position shall be determined by the Board on the basis of factors including medical information provided by the employee's treating physician.

610:3 FAILURE TO RETURN AFTER WORKERS COMPENSATION LEAVE

The failure of an employee to return to work at the expiration of light duty work or leave under FMLA, whichever is later, shall subject the employee to termination unless leave without pay has been granted with proper medical certification, consistent with the Personnel Rules and Regulations.

700 – PAY PRACTICES

POLICY 701 - SALARY ADMINISTRATION

It is the policy of the Highlands County Board of County Commissioners (Board), to pay employees on a regular basis and in a manner so that the amount, method, and timing of such payments comply with applicable laws or regulations.

701:1 GENERAL PROVISIONS

1. New employees generally will be hired at the minimum rate assigned to their job title's pay grade. Supervisors may recommend higher starting rate depending on an applicant's experience, skill level, or on other competitive considerations. These recommendations should be reviewed and approved by the appropriate Department Director.
2. Employees promoted into a new position will generally receive a promotional increase at least to the minimum of the new salary range. No increase will be granted which brings an employee's base salary above the maximum of the new pay grade. Promotional increase recommendations must be approved by the County Administrator.
3. Employees who perform a lateral transfer will not receive an increase. Refer to Policy 407, Lateral Transfer, for additional information.
4. The Department Director and Human Resources will handle considerations for reclassifications to lower level positions or involuntary demotions prior to any discussion with the employee. The salary of an employee reclassified to a lower level position or involuntarily demoted should not exceed the maximum of the new salary range. Reclassification and demotion recommendations must be approved by the County Administrator. Refer to Policy 405:3, Reclassification, for additional information.
5. When a position is reclassified to a higher pay grade as a result of a significant change in job duties, an employee's salary will be increased at least to the minimum of the pay grade.
6. Human Resources will review job titles and pay grades for reclassifications. All changes must be approved by the Board.
7. Adjustments to salary may be granted to correct an internal or external equity problem reviewed by the Department Director and Human Resources and approved by the County Administrator.
8. An employee may be appointed to a trainee position at a salary five percent (5%) below the salary range minimum of the assigned position, for a training period. Refer to Policy 403, Appointment.

701:2 OUT-OF-CLASS STATUS

1. An employee appointed or assigned to fill an established position on a full-time or part-time basis for a specified period, not to exceed 12 months, shall be given out-of-class status when:
   a. Qualified applicants are not available for the position.
   b. The County Administrator approves a department request to temporarily fill the position with a person from a lower pay grade or different job title.
      i. If the individual meets the minimum training and experience requirements for the position; they may receive up to a ten percent (10%) temporary increase.

ii. If the individual does not meet the minimum training and experience requirements for the position; they may receive up to a five percent (5%) temporary increase.

c. Pay for employees in out-of-class status may exceed the maximum limit for their original pay grade while assigned this status.

701:3 DESIGNEE PAY

When an employee performs duties not part of the normal duties of their position for a period of not more than 30 calendar days, the employee may receive a temporary increase of up to ten percent (10%). This type of out-of-class assignment is usually designated for the purpose of filling in for the absence of a lead worker or Supervisor.

POLICY 702 - PERFORMANCE EVALUATIONS

It is the policy of the Highlands County Board of County Commissioners (Board), that the job performance of each employee should be evaluated periodically by the employee's Supervisor.

1. Performance evaluation upon the following occasions:
   a. By the end of the first six (6) months of employment.
   b. Annually. Rating periods end December 31st of each year.
   c. At any other time deemed appropriate to recognize improved or deteriorated performance.
2. Disagreement with the results of the evaluation is not subject to the grievance procedure set forth in these policies and procedures.
3. Supervisors, in completing evaluations, should prepare a written evaluation of each employee's job performance. Such an evaluation should include the Supervisor's comments and recommendations, and, if needed, an action plan for both the employee and Supervisor and performance goals for the next evaluation period. All performance evaluations that require an Action Plan shall be reviewed and approved with the Department Director and Human Resources prior to discussing with the employee.
4. Department Directors should review and approve each Supervisor's written evaluation to help assure that the evaluation process has been properly completed in a fair and objective manner. This review should occur prior to discussing with the employee.
5. After the written evaluation has been reviewed and approved by the Department Director, the Supervisor and employee should meet and discuss the evaluation, assess the employee's strengths and weaknesses in a constructive manner and set objectives and goals for the period ahead. The employee should be given the opportunity to examine the evaluation and make written comments about any aspect of it. The employee and Supervisor should then sign and date the evaluation and forward it to Human Resources for review.
6. Employees may request an additional meeting with their Supervisor, Director, or Human Resources to further discuss the evaluation.
7. Upon review, should Human Resources find any omissions or un-supported ratings, the Supervisor will be asked to review with the employee. If additional documentation is necessary, the original evaluation and the additional documentation will be provided to the County Administrator for approval and inclusion in the employee's personnel file.
8. Information derived from the performance evaluation may be considered when making decisions affecting an employee including, but not limited to, decisions concerning training needs and opportunities, pay, promotion, transfer, or continued employment.
9. All provisions of this section relating to the payment of salaries are contingent upon funds being available. Any deviation from paying employees in accordance with these rules and regulations because of budgetary limitations must be approved by the Board.

10. Special Probation Limitation. An employee may be placed on a 30-calendar day special probation at the discretion of the Department Director and County Administrator.

POLICY 703 - PAY PROCEDURES

It is the policy of the Highlands County Board of County Commissioners (Board), to pay employees on a regular basis and in a manner so that the amount, method and timing of such payments comply with any applicable laws or regulations.

703:1 GENERAL PROVISIONS

1. Payroll 1 and Payroll 3 employees normally will be paid biweekly on a 14 day pay period cycle. Payroll 2 (EMS only) employees will be paid every three (3) weeks on a 21 day pay period cycle. If the regular payday occurs on a holiday, employees will be paid on the last working day prior to the holiday.
2. Employees on each payday will receive, in addition to their pay, an electronic or paper statement showing gross pay, deductions and net pay. Federal and Social Security taxes will be deducted automatically. No other deductions will be made unless required or allowed by law, contract or employee obligation. Employees may elect to have additional voluntary deductions taken from their pay only if they authorize the deductions in writing and if the additional deductions are approved by the Board.
3. Employees who discover a mistake in their pay should notify Human Resources immediately. In the case of a mistake, the error will be remedied the next pay cycle.
4. Employees shall be paid by electronic transfer or check in accordance with the schedule established by the Board and the Finance Office of the Clerk of Courts. Electronic direct deposit pay method is mandatory for all regular employees hired after April 1, 2000.
5. Hourly rates of pay are computed on the basis of 2,080 work hours annually for all regular full-time employees not exempted by the provisions of the Fair Labor Standards Act.
    a. Annual Salary / 2080 hours = Hourly Rate
6. Annual Salary for Fire Rescue personnel working a "24 hours on/48 hours off" schedule is based on the following:
    a. Single certification (EMS only) positions – 2,080 regular hours and an average of 832 scheduled overtime hours. Overtime shall be calculated after 40 hours of work have been completed in a 7-day work period
    b. Dual certification positions – An average of 2,669 regular hours and an average of 243 scheduled overtime hours. Overtime shall be calculated after 106 hours of work have been completed in a 14-day work period

703:2 CALLBACK AND STANDBY PAY

1. Callback Pay. Employees who have completed their regular day's work period and who are called back to work shall receive two (2) hours call back pay at the applicable straight time rate if they are not assigned a minimum of two (2) hours work. All hours worked over the 40-hour work week will be compensated at time and one-half rate.
2. Standby Pay. Employees placed on 24-hour standby after normal duty hours shall earn two (2) hours pay at straight time for every day that they are on standby, plus pay for all hours actually worked.
3. Overtime Exclusions. Refer to Policy 504, Overtime.

703:3 PROCESSING PAYROLL DURING A STATE OF LOCAL EMERGENCY AND DECLARED DISASTER

In case of a declared disaster and/or local state of emergency, where there is a concern that the daily operations will be impacted for more than one (1) week, and in order to ensure our employees continue to receive their wages during the local state of emergency, the Board authorizes the Clerk's Office to:

1. Prepare and issue payroll for the Board using base hours only for regular full-time and part-time employees. On-call personnel would not be paid unless there is a reasonable mechanism to timely report actual hours worked to Human Resources.
2. Budget review of payroll costs prior to the release of payments for this payroll will be suspended and resolved, if necessary, when the Board returns to normal operations.
3. The payments to individual employees generated by this payroll processing will be released upon authorization by fax, e-mail, or verbal authorization, which will be followed up with written authorization once the Board returns to normal operations.
4. Normal operations are defined as being when the Board and Clerk's financial and timekeeping software has been restored and is available to fiscal personnel.

POLICY 704 - PAY FOR WORK DURING EMERGENCIES OR DISASTERS

It is the policy of the Highlands County Board of County Commissioners (Board), that the following pay procedures apply when any natural, technological, human caused emergency, or disaster requires a State of Local Emergency Declaration by either the Board.

704:1 GENERAL PROVISIONS

The following procedures apply during any state of local emergency declared by the Board pursuant to Section 252.38, Florida Statutes.

1. Disaster Essential Employees
    a. Board personnel in either the exempt or non-exempt pay plans who are designated as disaster essential employees and who are assigned to work during emergencies will be compensated for time worked.
    b. It is the department's responsibility to verify any emergency hours worked and approve all payments.
    c. For non-exempt personnel, overtime pay for hours worked during the emergency should be calculated in the same manner as overtime pay is calculated during non-emergency work weeks where the employee works more than 40 hours.
    d. For exempt personnel not entitled to overtime compensation, employees will be paid emergency pay at their straight time hourly rate for all hours worked in excess of 50 hours in any work week during the emergency, in addition to their normal salary.

POLICY 705 - PAY RAISES

It is the policy of the Highlands County Board of County Commissioners (Board), to ensure the County Administrator is committed to compensating all employees in a fair and consistent manner within budget constraints. Contracted employees (i.e. County Administrator, County Attorney) are paid in accordance to their contract.

705:1 GENERAL PROVISIONS

Cost of Living (COLA) adjustments and Performance-Based Merit increases may be awarded except where an employee's increase brings his/her pay above the maximum for their pay grade, in which cases Incentive Pay may be granted. Other Personnel Services (OPS), employees of private employment agencies, and some positions that are not fully funded by the Board of County Commissioners will not be eligible to receive COLA, Performance-Based Merit, or Incentive Pay increases. COLA, Performance Based-Merit or Incentive Pay increases may be given to employees who are shared with another entity based upon the terms of the agreement between the entity and the Board.

705:2 COST OF LIVING ADJUSTMENT

A cost of living adjustment (COLA) may be approved by the Board during the annual budget process and will typically be effective with the first full pay period in October, unless approved otherwise. This increase will be granted to all employees at a percentage or fixed amount approved by the Board and within the guidelines established by this policy. Employees within their initial six (6) month probationary period will receive this increase at a pro-rated distribution based on the number of days employed. If an employee has reached the top of his or her pay grade, the COLA will not increase the employee's base pay and will only be effective for a 12-month period.

Table 5: Pro-rated Cost of Living Adjustment

Number of Days Employed	Percentage of COLA
More than 180 days	100%
121 – 180 days	75%
91 – 120 days	50%
61 – 90 days	25%
1-60 days	0%

The pro-rated distribution of the COLA will become effective for employees hired on or after October 1, 2016. Employees hired prior to October 1, 2016 will receive the COLA at 100%.

705:3 PERFORMANCE-BASED MERIT INCREASE

All regular employees are eligible for a performance-based merit increase on an annual basis, subject to approval of funding by the Board. Performance-based merit increases will typically be effective with the first full pay period in April, unless approved otherwise, and will be based upon the employee's performance evaluation for the prior period of January 1st through December 31st.

Upon completion of 12 months of continuous employment (January 1st through December 31st) in a full-time regular position, an employee may be considered for a performance-based merit increase. Performance-based merit increases are not automatic and shall only be granted when both of the following are met

a. Employee received a rating of satisfactory or better on each rating factor during the 12-month period under evaluation, and
b. Employee received an overall rating above a 3.0.

All employee evaluations are due annually, in January, for the prior 12-month period (January 1st – December 31st). Human Resources shall review all employee evaluations and will work with departments to ensure that the evaluation process is administered in a fair and consistent manner.

In addition to being used as a guide in determining performance-based pay increases, the purpose of performance evaluations is to give employees a better understanding of what is expected on the job. Supervisors have an obligation to provide ongoing feedback and counseling to employees in an effort to provide the means for improvement on the job. All written performance reviews will be based on an employee's overall performance in relation to his/her job responsibilities and will also take into account conduct, demeanor, and record of attendance and tardiness. Any Supervisor or Director who fails to address employee performance may be subject to disciplinary action, up to and including termination.

Performance-Based Merit increases will not be awarded to:

a. Employees who have not completed 12 months of continuous employment.
b. Employees who have been involuntary demoted or suspended during the period under evaluation.
c. Employees who are on special probation of any kind.
d. Employees that failed to complete the annual mandatory training requirements during the period under evaluation.
e. Employees who have not achieved a rating of satisfactory or better on each rating factor AND an overall rating above a 3.0.
f. Employees who have shared employment or are temporary (OPS).

Employees who have received disciplinary action of a Written Warning or greater, within the period under evaluation will not qualify for a performance-based merit increase even if all other conditions are met.

Performance-Based Merit increases will be granted to eligible employees as shown below based on their overall performance rating.

Table 6: Performance-Based Merit Increase Table

Overall Rating	Percentage of Performance-Based Merit Increase
4.51 – 5.00	Tier 4
4.01 – 4.50	Tier 3
3.51 – 4.00	Tier 2
3.01 – 3.50	Tier 1
0.00 – 3.00	0%

Tiers are dependent on the level of funding approved by the Board. Tiers will be established by Administration, in coordination with Human Resources on an annual basis.

705:4 INCENTIVE INCREASE

In order to retain qualified employees, incentive pay may be granted, subject to approval of funding by the Board. Incentive pay will typically be effective with the first full pay period in April, unless approved otherwise, and will be based upon the employee's performance evaluation for the prior period of January through December.

To be eligible for incentive pay, an employee must have reached the top of his/her pay grade and served more than five (5) years in a position covered by this policy. Incentive pay will not increase an employee's base pay and will only be effective for a 12-month period. Incentive increases are not automatic and shall only be granted when both of the following are met:

a. Employee received a rating of satisfactory or better on each rating factor during the 12-month period under evaluation, and
b. Employee received an overall rating above a 3.0.

Incentive increases will not be awarded to:

a. Employees who have been involuntary demoted or suspended during the period under evaluation.
b. Employees who are on special probation of any kind.
c. Employees that failed to complete the annual mandatory training requirements during the period under evaluation.
d. Employees who have not achieved a rating of satisfactory or better on each rating factor AND an overall rating above a 3.0.
e. Employees who have shared employment or are temporary (OPS).

Employees who have received disciplinary action of a Written Warning or greater within the period under evaluation will not qualify for an Incentive increase even if all other conditions are met.

Incentive increases will be granted to eligible employees as shown below based on their overall performance rating.

Table 7: Incentive Increase Table

Overall Rating	Percentage of Incentive Increase
4.51 – 5.00	Tier 4
4.01 – 4.50	Tier 3
3.51 – 4.00	Tier 2
3.01 – 3.50	Tier 1
0.00 – 3.00	0%

Tiers are dependent on the level of funding approved by the Board. Tiers will be established by Administration, in coordination with Human Resources on an annual basis.

705:5 MERIT LEAVE

If, due to funding constraints, the Board is unable to approve funding for Performance-Based Merit or Incentive Increases the Board may choose to grant Merit leave. Merit Leave

may be granted in one (1) day increments and must be used during the calendar year. Unused merit leave will lapse at the end of each calendar year. Merit leave usage will follow the same approval process as annual leave.

705:6 SPECIAL SALARY ADJUSTMENT

The County Administrator may approve a special salary adjustment of no more than ten percent (10%) for any employee, if unusual or special conditions exist which justify such adjustment.

705:7 PAY ON PROMOTION

1. When promoted, an employee's salary shall be increased to at least the minimum rate of the pay grade for the position to which the employee is being promoted, unless the employee is to undergo a training period for a specified amount of time. In this case, the employee shall be paid five percent (5%) less than the minimum rate for the duration of the training period, provided this is not less than the rate the employee was previously earning.
2. Employees promoted to a higher pay grade who are currently receiving pay equal to or greater than the minimum rate for the new pay grade may be advanced in salary by up to ten percent (10%) or the mid-point of the new paygrade, whichever is greater, as recommended by the Interview Panel and as authorized by the County Administrator.

705:8 MAXIMUM RATE OF PAY

1. A Performance-Based Merit increase or special salary adjustment may not place the employee's salary above the maximum rate of pay authorized for the assigned pay grade, unless approved by the Board.
2. An employee whose base pay exceeded the maximum of their assigned pay grade at September 30, 2016 will be grandfathered in and may continue to receive cost of living adjustments and Performance Based Merit increases until they reach the max of their original pay grade. If the employee changes pay grades, either voluntarily or involuntary, they are no longer granted this exception.

705:9 LESS THAN SATISFACTORY PERFORMANCE

An employee whose annual performance evaluation is considered to be less than required (below satisfactory) shall not be eligible to receive a merit salary increase.

705:10 LONGEVITY PAY

1. Applies only to persons hired prior to October 1, 1985 and who have had no subsequent break in service of 24 hours or longer.
2. Employees in "good standing" prior to October 1, 1985, will receive a two percent (2%) increase in salary effective the first day following the anniversary date of completion of 5, 10, 15, 20, and 25 years' continuous service as an employee of the Board. The total longevity salary increase will not exceed two percent (2%) of the employee's current salary for five (5) years of service, four percent (4%) for ten (10) years, six percent (6%) for 15) years, eight percent (8%) for over 20 years and ten percent (10%) for 25 years of continuous service. Longevity increases will be automatic and not require individual approval by the Board.

800 – CORRECTIVE ACTION PROCESS

POLICY 801 - EMPLOYEE BEHAVIOR AND STANDARDS OF CONDUCT

It is the policy of the Highlands County Board of County Commissioners (Board), that all employees are expected to comply with the Board's standards of behavior and performance and that any noncompliance with these standards must be remedied.

801:1 GENERAL PROVISIONS

1. It is the policy of the Board that certain rules and regulations regarding employee behavior are necessary for the efficient operations of the Board and for the benefits and safety of all employees. Employees are expected at all times to conduct themselves in a positive manner so as to promote the best interests of the Board. Conduct that interferes with operations that discredit the Board or that is offensive to citizens, customers, or coworkers will not be tolerated.
2. Any violation of the Board's policy or any conduct considered inappropriate or unsatisfactory may, at the Board's discretion, subject the employee to disciplinary action, up to and including termination. Generally, there are two groups of sample offenses for which employees may be disciplined. The guidelines for recommended penalties for those examples of unacceptable conduct are set forth below. However, the principles concerning application of discipline to these sample offenses or others as set forth in Policy 802, Corrective Action and Disciplinary Procedure, shall apply. Nothing herein shall be construed to require the Board to have just cause for any form of disciplinary action, including termination, or to limit disciplinary action to the sample offenses enumerated below.
3. This section provides recommended, but not mandatory, penalties to apply to the specific examples offenses listed here. However, the penalty utilized shall be at the discretion of the Department Director and/or Administration in all matters of discipline, and nothing herein shall require that a particular form of discipline be utilized in any case prior to the utilization of another form of discipline.
4. An employee may be placed on administrative leave with or without pay pending an investigation by the County Administrator pending consideration of potential disciplinary action.
5. Policies 801:2, Group 1 Offenses, and 801:3, Group 2 Offenses, are illustrative examples of some of the prohibited conduct that is subject to disciplinary action, up to and including termination.

801:2 GROUP 1 OFFENSES

First Offense: Documented Counseling. Second Offense: Written Reprimand, up to five (5) workdays suspension without pay and/or demotion. Third Offense: Up to Termination.

1. Quitting work, loitering, or leaving assigned work area during working hours without permission.
2. Wasting time, dawdling, or repeated instances of poor time management.
3. Taking more than allowable time for meal or rest periods.
4. Unacceptable productivity or competency.
5. Sleeping on the job, unless authorized to do so.
6. Reporting to work or working while unfit for duty, either mentally or physically, unless the condition is a legally recognized disability, in which case the matter will be dealt with in accordance with applicable law.

7. Violating a safety rule or practice.
8. Engaging in horse play, scuffling, wrestling, throwing things, malicious mischief, distracting the work of others, cat calls, or other disorderly conduct.
9. Failure to report loss of or damage to any County piece of equipment or other County property entrusted to the employee's custody.
10. Failure to keep the department and Human Resources notified of the employee's current proper address and telephone number.
11. Gambling, loitering, or engaging in any other game of chance while on duty or in any fashion that brings disrepute upon the Board.
12. Violation of published Board or departmental policies, rules, standard orders, operating procedures, or regulations, unless included as a Group 2 offense.
13. Unexcused tardiness or absence.
14. Failure to possess and maintain a current and valid state motor vehicle operator's license, if driving a vehicle is required by the Board as an essential part of the employee's job.
15. Failure to report an on-the-job accident or injury.
16. The use of abusive language.
17. Failure to wear appropriate safety equipment or failure to abide by safety rules and practices.
18. Improper attire or inappropriate personal appearance.
19. Engaging in any form of workplace harassment, excluding sexual harassment, which is a Group 2 offense.
20. Solicitation or distribution (except as provided by Board policy).

801:3 GROUP 2 OFFENSES

First Offense: Up to Termination

1. Conviction of a crime, other than minor traffic offenses.
2. Excessive tardiness and/or absenteeism, regardless of the reason.
3. Abuse of leave privileges.
4. Use of official position for personal advantage.
5. Deliberately or negligently misusing, destroying, losing, or damaging any County property or property of another employee.
6. Falsification of personnel, Board or departmental records, including employment applications, accident records, work records, purchase orders, timesheets, or any other report, record, or document.
7. Making false claims or intentional misrepresentation in an attempt to obtain sickness or accident benefits, worker's compensation, or any other benefits.
8. Insubordination or the refusal to perform work assigned, or to comply with written or verbal instructions of a Supervisor.
9. Unlawful use of, possession, or display of explosives or weapons under Florida Law, as amended from time to time, on or in County property unless authorized.

10. Removal of County property or any other employee's property from County locations without proper authorization, theft of County property, or theft of any employee's property.
11. Failure to return at the end of authorized leave of absence.
12. Concerted curtailment, restriction of production, or interference with work in or about the department's work stations including, but not limited to, instigating, leading, or participating in any walkout, strike, sit down, stand-in, slowdown, or refusal to return to work at the scheduled time for the scheduled shift.
13. Absent without permission (AWOL).
14. Sexual harassment consisting of unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature. The victim may be of either sex, and need not be of the opposite sex.
15. Assault or battery of a fellow employee or citizen.
16. Use, sale, dispensing, or possession of alcoholic beverages or illegal drugs on County premises, while in uniform, or in County vehicles.

POLICY 802 - CORRECTIVE ACTION AND DISCIPLINARY PROCEDURE

It is the policy of the Highlands County Board of County Commissioners (Board), that all employees are expected to comply with the County's standards of behavior and performance, and that any noncompliance with these standards must be remedied.

802:1 GENERAL PROVISIONS

1. Under normal circumstances, the Board endorses a policy of progressive discipline in which it attempts to provide employees with notice of deficiencies and an opportunity to improve. The Board does, however, retain the right to administer discipline in any manner it sees fit, and to modify or waive these procedures at its sole discretion.
2. Corrective action is typically warranted when an employee is not meeting Board standards of attendance, performance, or conduct (attitude or human relations).
3. The normal application of progressive discipline is:
    a. Documented Counseling.
    b. Written Warning.
    c. Suspension and/or Involuntary Demotion.
    d. Termination.

802:2 DISCIPLINARY PROCEDURES

Facts and circumstances surrounding the incident or violation shall be carefully considered before taking any formal disciplinary steps. In all cases of formal corrective action and/or discipline, Human Resources should be contacted to ensure appropriate steps are taken.

1. Documented Counseling. The intention of a documented counseling is to reestablish expectations, goals, and/or objectives. Supervisors who identify that an employee is not meeting expectations shall discuss the situation with the employee to include the action necessary to correct the problem. Supervisors will use an Employee Warning Report (Appendix 3). Memoranda and additional documentation may be attached. A copy shall be given to the employee and another copy forwarded to Human Resources for inclusion in the employee’s file.
2. Written Warning. A written warning is formal documentation of an incident or violation of expected performance and/or behaviors, usually taking place after a documented counseling has been given. Supervisors will use an Employee Warning Report (Appendix 3). Memoranda and additional documentation may be attached. A copy shall be given to the employee and another copy forwarded to Human Resources for inclusion in the employee’s file.
3. Suspension and/or Involuntary Demotion. Prior to any suspension being initiated, Human Resources shall be contacted. Human Resources will assist the department in determining whether a suspension is appropriate, and aid in determining the duration of the suspension. The employee's immediate Supervisor, with the approval of the Department Director, shall notify the employee in writing of the proposed corrective action the reasons and circumstances relevant to the proposed corrective action. All actions requesting Involuntary Demotion are subject to County Administrator approval. Supervisors will use an Employee Warning Report (Appendix 3). Memoranda and additional documentation may be attached. A copy shall be given to the employee and another copy forwarded to Human Resources for inclusion in the employee’s file. Suspension without pay longer than five (5) workdays requires the approval of the County Administrator.

4. Termination. Prior to a termination being initiated, Human Resources shall be contacted. All terminations require the approval of the County Administrator. The employee shall be notified in writing by the Supervisor or Department Director using the Employee Warning Report (Appendix 3).

In situations where the employee's presence creates, in the County Administrator's opinion, a hazard to property, employees, the public, or otherwise interrupts the operations of the Board, the employee may be placed immediately on administrative leave with pay. The immediate Supervisor and/or Department Director shall then contact Human Resources to determine future action to be taken.

802:3 AUTHORIZATION OF DISCIPLINARY ACTIONS

1. In all cases in which discipline is administered, the Department Director or Supervisor shall notify the employee of the action taken, and a copy of such notice will be included in the employee's personnel file. The documentation of disciplinary action should include a statement referencing any applicable Personnel Rules and Regulations or department policies violated and, unless the discipline being imposed is dismissal, a statement indicating what will happen if the employee commits further offenses.
2. Supervisors are authorized to counsel and reprimand subordinate employees where appropriate.
3. Department Directors are authorized to suspend any subordinate employee without pay for up to five (5) workdays where appropriate.
4. Department Directors are authorized to discharge any subordinate employee. All terminations should be reviewed by Human Resources and approved by the County Administrator before any final action is taken. Failure to do so may lead to disciplinary action, up to and including termination.
5. Regular employees who believe that they may have been disciplined too severely or who question the reason for discipline are encouraged to utilize the employee complaint procedure set forth in Policy 803, Grievance Procedure.

POLICY 803 – GRIEVANCE

It is the policy of the Highlands County Board of County Commissioners (Board), that employees should have the opportunity to participate in an objective process to settle disputes regarding certain corrective actions. Employees will have an opportunity to grieve corrective actions for disciplinary reasons of suspension, demotion, or termination – no other actions or issues are subject to the grievance procedure. All grievances will be resolved definitively through this process.

803:1 GENERAL PROVISIONS

1. The provisions of this policy apply to all employees who have been suspended, demoted, or terminated resulting from disciplinary corrective actions.
2. Exclusions to this policy are:
   a. Employees in their initial probationary period.
   b. Contracted employees.
   c. Employees covered under the Supplemental Workforce Policy Number 410.

803:2 INITIAL GRIEVANCE/COMPLAINT

1. The employee shall present the grievance in writing using the Grievance Form (Appendix 7), to the employee's Department Director or Human Resources within three (3) business days of the notice of the disciplinary action. In circumstances where the grievant reports directly to the Department Director, the initial grievance shall be presented to the County Administrator. Failure to file a written grievance within this established time will nullify the employee's right to use the grievance process for the event in question.
2. For purposes of corrective actions, the term "event" as used in this section shall mean the date on which the employee is notified of the disciplinary action.
3. The Department Director may meet with the employee and other involved parties to discuss the matter following the receipt of the written grievance. If a meeting is held, it shall be within five (5) business days of the receipt of the grievance. The Department Director shall answer the grievance in writing within seven (7) business days following the meeting. If no meeting is held, the Department Director shall answer the grievance within five (5) business days after receipt of the written grievance. If the employee is not satisfied with the response of the Department Director or if no response is given, the employee may request a Grievance Meeting.

803:3 GRIEVANCE MEETING

1. The employee may file a written request for a Grievance Meeting within three (3) business days of receipt of the Department Director's response, if dissatisfied with the result or failure of the Department Director to supply a timely answer. The written appeal shall be submitted to Human Resources and shall include the final outcome being requested from the Grievance Meeting.
2. The County Administrator will oversee the Meeting and shall be notified by Human Resources of the receipt of the request for review. If the employee reports directly to the County Administrator, an outside mediator may be used.
3. The Meeting shall consist of the following parts:
   a. Pre-Grievance Meeting. Held within five (5) business days from the receipt of the written request.

i. Meeting called to order by the County Administrator.
ii. Brief overview of the event by the employee and the Supervisor or Director.
iii. Names of witnesses that will be called upon.
iv. Schedule Grievance Meeting date within five (5) business days from the date of the Pre-Grievance Meeting.

b. Grievance Meeting.
i. Meeting called to order by the County Administrator.
ii. Opening statements by the employee and the Supervisor or Director.
iii. Witness statements. Each party involved can request witnesses to provide written or verbal statements. A witness may decline the request. The County Administrator may request information and interview witnesses prior to the Meeting from any of the parties involved. Human Resources will facilitate information retrieval and witness interviews.
iv. Closing remarks by the employee and the Supervisor or Director.
v. Meeting concluded by the County Administrator.

c. The County Administrator shall provide written response to the employee within fourteen (14) business days of the Meeting.

d. The decision of the County Administrator is final.

4. Liberty Interest (Name Clearing) Hearings. In cases involving suspensions without pay, demotion, and dismissal where the employee misconduct at issue is considered stigmatizing or would substantially interfere with the employee's future employability (such as in cases alleging theft, drug violations, and/or criminal conduct) the employee is entitled to a liberty interest hearing.

a. Whenever a liberty interest hearing is implicated, the employee should be provided written notice of his/her right to request a hearing. The employee must contact Human Resources to request a liberty interest hearing within three (3) business days.

b. The liberty interest hearing is a noticed public hearing held solely for the purposes of permitting the employee to publicly present their side to the allegations of misconduct which have been raised. The liberty interest hearing is not an appropriate avenue to seek to overturn the disciplinary decision at issue.

803:4 TIME LIMITS

1. The failure of any County representative to respond or take other action within the time limits set forth herein shall not nullify the employee's right to use the grievance process for the event in question.

2. No grievance shall be entertained or processed unless it is commenced in a timely manner as defined by this policy. If a grievance is not initiated or appealed in a timely manner in accordance with the provisions of this policy within the time frames set forth above, any further privileges shall be waived. The time limits may be extended by mutual agreement of the parties in writing only.

900 – ACCESS TO COUNTY PROGRAMS CITIZENS RELATIONS

POLICY 901 – CITIZEN RELATIONS

It is the policy of the Highlands County Board of County Commissioners (Board), to be citizen and service oriented, and to require employees to treat citizens in a courteous, helpful, and respectful manner at all times. As an employee of the Board, employees are expected to treat all members of the community with the highest degree of professionalism and customer service.

901:1 GENERAL PROVISIONS

1. Employees must understand that the citizen comes first. All employees have an obligation to represent the Board in a positive fashion and to make citizens feel as comfortable as possible in dealing with employees of the Board.
2. Employees with citizen contact are expected to know the programs and services offered by the Board, and to learn the wants and needs of citizens. Such employees should attempt to educate citizens about the use of the Board provided services and should seek new ways to serve the citizen.
3. Employees are encouraged to report recurring citizen-related problems to their Supervisor and/or make suggestions for changes in Board policies or operating procedures to solve problems.
4. Employees should be prepared to listen carefully to citizen inquiries and complaints and then deal with them in a responsive, professional manner. If a controversy arises, the employee should attempt to explain the Board policy in a clear, yet polite, manner. If a citizen becomes unreasonable or abusive and the employee cannot resolve the problem, the citizen should be referred to the employee's Supervisor.

POLICY 902 - TITLE VI / NONDISCRIMINATION

The Highlands County Board of County Commissioners (Board) values diversity and welcomes input from all interested parties, regardless of cultural identity, background or income level. The County believes that the best programs and services result from careful consideration of the needs of all of its communities and having all of those communities involved in the transportation decision-making process. Thus, the County does not tolerate discrimination in any of its programs, services or activities. Pursuant to Title VI of the Civil Rights Act of 1964 and other federal and state authorities, the County will not exclude from participation in, deny the benefits of, or subject anyone to discrimination on the grounds of race, color, national origin, sex, age, disability, religion, income or family status.

902:1 COMPLAINT PROCEDURES

1. The County has established discrimination complaint procedures and will take prompt and reasonable action to investigate and eliminate discrimination when found. Any person who believes that he or she has been subjected to discrimination based upon race, color, national origin, sex, age, disability, religion, income or family status in any of the County's programs, services or activities may file a complaint with the County Title VI/Nondiscrimination Coordinator:

   Human Resources Manager
   600 South Commerce Avenue Sebring, Florida 33870
   HRManager@highlandsfl.gov863-402-6509 (phone) / 863-402-6508 (fax) / Florida Relay Services 711

2. If possible, the complaint should be submitted in writing and contain the identity of the complainant; the basis for the allegations (i.e. of race, color, national origin, sex, age, disability, religion, income or family status); and a description of the alleged discrimination with the date of the occurrence. If the complaint cannot be submitted in writing, the complainant should contact the Title VI/Nondiscrimination Coordinator for assistance.

3. The Title VI/Nondiscrimination Coordinator will respond to the complaint within 30 calendar days and will take reasonable steps to resolve the matter. Should the County be unable to satisfactorily resolve a complaint, the County will forward the complaint, along with a record of its disposition to the appropriate District of the Florida Department of Transportation (FDOT).

4. The Title VI/Nondiscrimination Coordinator has easy access to the County Administrator and is not required to obtain approval to discuss discrimination issues with the County Administrator. However, should the complainant be unable or unwilling to complain to the County, the written complaint may be submitted directly to the Florida Department of Transportation (FDOT). FDOT will serve as a clearing house, forwarding the complaint to the appropriate state or federal agency:

   Florida Department of Transportation
   Equal Opportunity Office
   ATTN: Title VI Complaint Processing
   605 Suwannee Street MS 65
   Tallahassee, Florida 32399

POLICY 903 - LIMITED ENGLISH PROFICIENCY

It is the policy of the Highlands County Board of County Commissioners (Board), to take reasonable steps to ensure that persons with Limited English Proficiency have meaningful access and an equal opportunity to participate in its services, activities, programs and other benefits. The policy also provides for communication of information contained in vital documents, including but not limited to, waivers of rights, consent documents, and any other applicable forms. All interpreters, translators and other aids needed to comply with this policy shall be provided without cost to the person being served, and clients and their families will be informed of the availability of such assistance free of charge.

903:1 LIMITED ENGLISH PROFICIENCY PLAN

The Board has developed this Limited English Proficiency Plan to help identify reasonable steps for providing language assistance to persons with limited English proficiency (LEP) who wish to access services provided. As identified by Executive Order 13166, LEP persons are those who do not speak English as their primary language and have limited ability to read, speak, write or understand English. This plan outlines how to identify a person who may need language assistance, the ways in which assistance may be provided, staff training that may be required, and notification to LEP persons regarding the availability of assistance.

To determine the extent to which LEP services are required and in which languages, the law requires the analysis of four factors:

- The number of proportions of LEP persons eligible to be served or likely to be encountered by the County's programs, services or activities.
- The frequency with which LEP individuals come in contact with these programs, services or activities.
- The nature and importance of the program, service or activity to people's lives.
- The resources available to the County and the likely costs of the LEP.

1. Using data from the American Community Survey 5-Year Estimates for Highlands County, we have determined that the estimated population is 98,603 of which 18.8% speak a language other than English. Additionally, 7,228 individuals or 7.6% of the population speak English less than well. Of those persons with limited English proficiency: 16.2% speak Spanish, 1.3% speak Indo-European, 1.2% speak Asian and Pacific Island, and .1% other languages.
2. The Board reviewed the frequency with which staff have contact with LEP persons. This includes phone inquiries and office visits, most of which are undocumented as departments have bilingual staff who assist on a daily basis, during the normal course of business. Contact with LEP persons was determined to be minimal, with approximately two percent (2%) of contacts requiring translation services. All translation services have been in Spanish. We had zero (0) documented request for interpretation services.
3. There is no large geographic concentration of any type of LEP individuals in the service area for Highlands County. The broad majority of population, 81.2%, speaks only English. Thus, there are few social, service, professional or leadership organizations within the service area of Highlands County that focuses on outreach to LEP individuals.
4. Community Program staff are most likely to encounter LEP individuals through office visits, phone conversations, and requests for assistance. Additional, the Non Ad

Valorem Assessment staff and the Public Information Office encounter LEP individuals on occasion,

The analyses of these factors suggest that LEP services, above the level already provided, are not required at this time. Board staff provide LEP assistance for translation, as the need arises.

Highlands County Board will be able to identify and provide voluntary language translation and interpretation services if needed within a reasonable time period. Other language translation options could be provided by bilingual staff or by telephone from a professional interpretation service for which Highlands County Board would pay a fee.

Highlands County commits to the following actions:

1. Language assistance will be provided through use of competent bilingual staff, staff interpreters, contracts or formal arrangements with local organizations providing interpretation or translation services, or technology and telephonic interpretation services. All staff will be provided notice of this policy and procedure, and staff that may have direct contact with LEP individuals will be trained in effective communication techniques, including the effective use of an interpreter.
2. Human Resources will be responsible for maintaining an accurate and current list showing the name, language, phone number, and hours of availability of bilingual staff.
3. Some LEP persons may prefer or request to use a family member or friend as an interpreter. However, family members or friends of the LEP person will not be used as interpreters unless specifically requested by the LEP person after the LEP person confirms that he or she understands that an offer of an interpreter at no charge to the LEP person has been made by the County. That offer and the response will be documented in the person's file. If the LEP person chooses to use a family member or friend as an interpreter, issues of competency of interpretation, confidentiality, privacy, and conflict of interest will be considered. If the family member or friend is not competent or appropriate for any of these reasons, competent interpreter services will be provided to the LEP person.
4. In order to ensure confidentiality of information and accurate communication, minors and other clients will not be used to interpret
5. County staff will inform LEP persons of the availability of language assistance, free of charge, by providing written notice in languages LEP persons will understand. At a minimum, notices and signs will be posted and provided in common areas. Documentation will also be available on the County website.
6. The Board understands that its community profile may change and the four-factor analysis may reveal the need for more or varied LEP services in the futures. As such, it will annually examine its LEP plan to ensure that it remains reflective of the community's needs.

903:2 DATA COLLECTION

Various regulations may require federal-aid recipients to collect racial, ethnical, and other similar demographic data on beneficiaries of, or those affected by, federally funded programs, services, and activities. The Board may find it necessary to request voluntary identification of certain racial, ethnic or other data from those who participate it its public involvement events. This information assists the Board with improving its targeted outreach and measures of effectiveness. Self-identification of personal data to the Board will always

be voluntary and anonymous. The Board will not release or otherwise use this data in any manner inconsistent with federal regulations.

903:3 ASSURANCES

As required, the Board will certify to appropriate agencies that its programs, services, and activities are being conducted in a nondiscriminatory manner. The public may view these assurances upon request.

903:4 COMPLAINTS

Anyone having reason to believe they may have been subjected to discrimination are urged to bring those concerns to the Human Resource Manager, who also serves as the EEO Coordinator and ADA Coordinator. The complaint procedure is detailed in Policy 207, Discrimination Complaint.

POLICY 904 - AMERICANS WITH DISABILITIES (ADA)

Section 504 of the Rehabilitation Act of 1973 (Section 504), the Americans with Disabilities Act of 1990 (ADA) and related federal and state laws and regulations forbid discrimination against those who have disabilities. Furthermore, these laws require federal aid recipients and other government entities to take affirmative steps to reasonably accommodate the disabled and ensure that their needs are equitably represented in transportation programs, services, and activities.

1. The County will make every effort to ensure that its facilities, programs, services, and activities are accessible to those with disabilities. The County will make every effort to ensure that its advisory committees, public involvement activities and all other programs, services, and activities include representation by the disabled community and disabled service groups.
2. The County encourages the public to report any facility, program, service or activity that appears inaccessible to those who are disabled. Furthermore, the County will provide reasonable accommodation to disabled individuals who wish to participate in public involvement events or who require special assistance to access facilities, programs, services or activities. Because providing reasonable accommodation may require outside assistance, organization or resources, the County asks that a request be made at least 20 calendar days prior to the need for accommodation.
3. Questions, concerns, comments or requests for accommodations should be made to the County ADA Coordinator:

   Human Resources Manager
   600 South Commerce Avenue Sebring, Florida 33870
   HRManager@highlandsfl.gov863-402-6509 (phone) / 863-402-6508 (fax) / Florida Relay Services 711

904:1 GRIEVANCE PROCEDURES UNDER THE AMERICAN WITH DISABILITIES ACT

This Grievance Procedure is established to meet the requirements of the Americans with Disabilities Act of 1990 ("ADA"). It may be used by anyone who wishes to file a complaint alleging discrimination on the basis of disability in the provision of services, activities, programs, or benefits by the Highlands County BCC. The Highlands County's Personnel Manual governs employment-related complaints of disability discrimination.

The complaint should be in writing and contain information about the alleged discrimination such as name, address, phone number of complainant and location, date, and description of the problem. Alternative means of filing complaints, such as personal interviews or a tape recording of the complaint, will be made available for persons with disabilities upon request.

1. The complaint should be submitted by the grievant and/or his/her designee as soon as possible but no later than sixty (60) calendar days after the alleged violation to:

   Human Resources Manager, ADA/EEO Coordinator
   600 South Commerce Avenue, Sebring, FL 33870

2. HRManager@highlandsfl.govWithin fourteen (14) calendar days after receipt of the complaint, the Human Resources Manager or his/her designee will meet with the complainant to discuss the complaint and the possible resolutions. Within fourteen (14) calendar days of the meeting, the Human Resources Manager or his/her designee will respond in writing, and where appropriate, in a format accessible to the complainant. The response will explain the position of the Highlands County BCC and offer options for substantive resolution of the complaint.

3. If the response by the Human Resources Manager or his/her designee does not satisfactorily resolve the issue, the complainant and/or his/her designee may appeal the decision within fourteen (14) calendar days after receipt of the response to the County Administrator or his/her designee.
4. Within fourteen (14) calendar days after receipt of the appeal, the County Administrator or his/her designee will meet with the complainant to discuss the complaint and possible resolutions. Within fourteen (14) calendar days after the meeting, the County Administrator or his/her designee will respond in writing, and, where appropriate, in a format accessible to the complainant, with a final resolution of the complaint.
5. All written complaints received by the Human Resources Manager or his/her designee, appeals to the County Administrator or his/her designee, and responses from these two offices will be retained by the Highlands County BCC for at least three years.

904:2 NOTICE UNDER THE AMERICAN WITH DISABILITIES ACT

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), the Highlands County BCC will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities.

Employment: Highlands County BCC does not discriminate on the basis of disability in its hiring or employment practices and complies with all regulations promulgated by the U.S. Equal Employment Opportunity Commission under Title I of the ADA.

Effective Communication: Highlands County BCC will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in Highlands County BCC programs, services, and activities, including qualified sign language interpreters, documents in Braille, and other ways of making information and communications accessible to people who have speech, hearing, or vision impairments.

Modifications to Policies and Procedures: Highlands County BCC will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all its programs, services, and activities. For example, individuals with service animals are welcomed in Highlands County offices, even where pets are generally prohibited.

Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of the Highlands County BCC, should contact the Human Resources Manager/ADA/EEO Coordinator, at 863-402-6509, or via Florida Relay Services 711, by email HRManager@hcbcc.org or by regular mail at 600 S. Commerce Ave Sebring, FL 33870 as soon as possible but no later than 48 hours before the scheduled event.

The ADA does not require the Highlands County BCC to take any action that would fundamentally alter the nature of its programs or services, or impose an undue financial or administrative burden.

Complaints that a program, service, or activity of the Highlands County BCC is not accessible to persons with disabilities should be directed to the Human Resources Manager/ADA/EEO Coordinator, at 863-4026509, HRManager@highlandsfl.gov.

Highlands County BCC will not place a surcharge on a particular individual with a disability or any group of individuals with disabilities to cover the cost of providing auxiliary

aids/services or reasonable modifications of policy, such as retrieving items from locations that are open to the public but are not accessible to persons who use wheelchairs.

1000 – FIRE RESCUE POLICIES

POLICY 1001 – FIRE RESCUE SHIFT TRADE/SUBSTITUTION

It is the policy of the Highlands County Board of County Commissioners (Board) to allow flexibility in work arrangements where possible to help employees balance work and life demands. This policy is provided as a tool for management and employees to use to work as partners to ensure we meet our commitments to citizens while recognizing and addressing the demands of life outside of work.

1001:1 GENERAL PROVISIONS

1. The substitution of one employee to work hours (partial or full shifts) scheduled for another of the same rank or position is often referred to as "shift swapping" or "time trading," and is a common practice in many public safety departments.
2. If an individual who is employed in any capacity by a public agency which is a State, political subdivision of a State, or an interstate governmental agency, agrees, with the approval of the public agency and solely at the option of such individual, to substitute during scheduled work hours for another individual who is employed by such agency in the same capacity, the hours such employee worked as a substitute shall be excluded by the public agency in the calculation of the hours for which the employee is entitled to overtime compensation under this section.
3. The Fair Labor Standards Act (FLSA) under certain circumstances, permits two employees of a public agency, with that agency's approval, to substitute for one another during scheduled work hours in the same capacity without those hours being subject to overtime. Even though a substitution has occurred, each employee will be considered to have worked his or her normal schedule, and the traded time will not be considered in calculating hours for overtime for the substituting employee. The arrangement for trading time and payback is left to the two employees involved. Key points of a shift swap/time trade for hours that would not be overtime for the substituting employee include:
    a. The employee's decision to substitute must be freely made, and without coercion, direct or implied, so the request is exclusively for the scheduled employee's convenience. The regulations note, an employer may suggest an employee substitutes or "trades time" with another employee working in the same capacity during regularly scheduled hours, but each employee must be free to refuse to perform such work without sanction and without being required to explain or justify the decision.
    b. The employer must be aware and approve of the substitution beforehand, thus the county must know what work is being done, by whom it is being done, and where and when it is being done.
4. The statutory exception to the FLSA's general overtime requirement does not exempt the employer from minimum wage requirements of the FLSA, and the employer is required to pay additional compensation to the substitute employee if his or her total weekly earnings divided by the total hours worked (both scheduled and as a substitute employee for one or more scheduled employees) fall below the FLSA required minimum wage. The employer can remain in compliance with the FLSA minimum wage requirements without paying any additional wages by denying any shift substitution requests that might drop the substitute employee's hourly wages below the minimum wage.

1001:2 REQUIREMENTS FOR AUTHORIZATION

1. The Battalion Chief or Captain will approve shift substitution request that satisfy the requirements of the policy.
2. No shift substitution shall be allowed that might drop the substitute employee's hourly wages below the minimum wage.
3. All requests by an employee to substitute for another employee on a scheduled shift must be approved by the Battalion Chief or Captain of the shift of the scheduled employee.
4. The request must be submitted electronically through the current County timekeeping program. The substitute employee must accept the request and the Supervisor must approve the request.
5. Except in the case of an unforeseen emergency, requests must be submitted at least 72 hours prior to the start time of the substitution.
6. A shift substitution due to an unforeseen emergency may be approved by the Battalion Chief or Captain for the shift of the scheduled employee less than 72 hours prior to the start time of the substitution approval and prior to that start time if the other provisions of this authorization are satisfied.
7. The Battalion Chief or Captain shall approve or deny the request within 24 hours of receipt and promptly inform the employees.
8. Dates of an approved shift substitution may only be changed with written approval of both employees and the Battalion Chief or Captain for the shift of the scheduled employee.
9. Emergency Medical Technicians (EMTs) are only allowed to substitute for EMTs. Paramedics are only allowed to substitute for Paramedics or Provisional Paramedics. Provisional Paramedics are only allowed to substitute for Paramedics or Provisional Paramedics Firefighter/EMTs are only allowed to substitute for Firefighter/EMTs. Firefighter/Paramedics are only allowed to substitute for Firefighter/Paramedics.
10. Only full-time positions are permitted to substitute for a full-time scheduled employee. At no time will an OPS employee be allowed to participate in a shift substitution as either a scheduled employee or as a substitute employee or otherwise for a full-time employee or another OPS employee.
11. Employees are prohibited from paying another employee to work any portion of their shift.
12. There is no FLSA or County requirement that the scheduled employee pay back the substitute employee for the substitution, by reciprocal substitution or otherwise. That is a matter left to the scheduled employee and the substitute employee to resolve.
13. For all shift substitutions, a maximum of six (6) scheduled employees (EMTs, Paramedics, Provisional Paramedics, FF/EMT, FF/Paramedic) can be replaced by substitute employees on any given shift day.These numbers may be adjusted at the sole discretion of the Deputy Chief for large in-county events (i.e. 12 Hours of Sebring race).
14. Shift substitutions will be approved on a first come, first served basis through the chain of command approval process. Off-duty Supervisors and Public Safety Administration shall not be contacted to obtain approval for any shift substitution request.

15. No employee shall work more than 48 consecutive hours during any 72-hour period due to a shift substitution.
16. A shift substitution for an employee reporting late to work shall not be allowed.
17. The substitute employee must contact any other employee who may be affected by late arrival of the substitute employee. Contact shall be made in each and every case and shall be prior to or as early in the shift as possible. If the employee being relieved is unable or unwilling to stay over and cover for the substitute employee on the substitute shift or his or her next scheduled shift, the substitute employee shall bear the sole responsibility to contact another employee to report early for him or her as to allow the substitute employee to arrive on time for the substitute shift or his or her next scheduled shift (including scheduled overtime shifts).
18. In the event a substitute employee becomes sick or injured while on a substitute shift, the substitute employee will be shown as on duty at the time of the sickness or injury and will be paid as a scheduled employee for those hours from the time of occurrence. The scheduled employee will be contacted and given the option of reporting to duty, providing another substitute employee or being charged annual leave or sick leave, if applicable.
19. For the purpose of this authorization, an emergency is an unexpected incapacitating illness, injury or hospitalization. Documented proof of such occurrence will be required.

Secondary Employment Form

Form is available at this time by contacting Human Resources

Performance Evaluation Forms

Form is available at this time by contacting Human Resources

Employee Warning Report Form

Form is available at this time by contacting Human Resources

Annual Leave Payout Form

Form is available at this time by contacting Human Resources

Employee Bid Form

Form is available at this time by contacting Human Resources

Educational Assistance Form

Form is available at this time by contacting Human Resources

Grievance Form

Form is available at this time by contacting Human Resources

Employee Referral Form

Form Guidelines

1. The referring employee must be in a regular full-time position in a paid status or on an approved leave of absence from the Board to be eligible to participate
2. The referring employee must not be on any form of written correction action six (6) months prior and up to the time of payment.
3. The referral cannot be submitted before the position is posted. The referred candidate must be hired within 180 days, (6) months, of the initial referral date.
4. All referrals must be submitted to Human Resources on a candidate referral form. The first employee to refer a candidate will be the only referring employee eligible for payment.
5. An eligible candidate is one who is interviewed and hired, not just presented for consideration.
6. The candidate must be a new employee, and not currently or previously employed with the County.
7. All referrals expire six (6) months from submission date. You may refer the same person again once the referral expires.
8. There is no limit to the number of times an employee can qualify for an award if they refer more than one person who is hired. However, only one employee will be awarded per candidate hire.
9. Positions eligible for this program must be determined to be "hard-to-fill" positions. The following factors should be considered when designating a position to be "hard-to-fill":
    - How critical the position is to the Board's operations and mission.
    - Lack of success of recent efforts to recruit candidates and retain employees in like positions.
    - Employment trends and labor-market factors that may affect the Board's ability to recruit candidates for similar positions.
    - Recent turnover in similar positions.
    - Special or unique competencies required for the position.
10. Once the candidate is hired as a result of a referral and has completed a successful probationary period of six (6) months, Human Resources will process the referral on file with the amount as follows:
    - Personal leave equivalent to $500 or;
    - One (1) time payment of $500.
11. The referral program operates in accordance with the following program requirements:
    - Administration may designate a position as "hard-to-fill": (1) before the position is posted; (2) after 30 days of unqualified applicants of an already posted position or; (3) after unsuccessful interviews of posted position.
    - Both the referring employee and the referred candidate must be employed by the County when any referral is paid to receive the referral amount.

- The hiring process will be fair and consistent with County policy and procedures, with no bias for or against candidates whose selection might make another employee eligible for a referral amount.
- The Board reserves the right to amend or discontinue the Employee Referral Program without notice.
- Personal time off must be scheduled with supervisory approval and at a time mutually convenient to the employee and the department. ☐ Unused personal hours may carry-over.
- Compensation for unused personal hours shall not be paid when an employee separates employment whether administratively, voluntarily, or involuntarily.

Employee Referral Form

Form is available at this time by contacting Human Resources

Special Annual Leave Payout Form

Form is available at this time by contacting Human Resources

Temporary Remote Work Agreement

Form is available at this time by contacting Human Resources

DEFINITIONS

Alternate Duty - Allows eligible employees to perform some work which is beneficial to the County when they are unable to perform the duties of their regular position; only for those employees covered by Workers' Compensation Leave.

Compensatory Time - Permits eligible hourly employees to take time off at the overtime rate (1.5) for each hour of work in excess of 40 hours during one workweek (in lieu of overtime pay).

Compressed Workweek - A full-time (40 hour) work schedule condensed into a 4-day workweek (e.g. four 10-hour days)

Corrective Action/Disciplinary Procedure - May include any or all of the following in an attempt to provide employees with notice of deficiency and an opportunity to improve: verbal warning, documented counseling, written warning, suspension, involuntary demotion, and/or termination.

County Administrator – The chief executive officer who reports to the elected governing Board of County Commissioners. The Assistant County Administrator will act as the County Administrator's Designee unless otherwise stated. County Administrator may be substituted with County Administrator or Designee throughout this manual.

Designee Pay - When an employee performs duties not part of the normal duties of their classification, the employee may receive a temporary increase. Usually designated for the purpose of filling in for the absence of a lead worker or Supervisor.

Educational Assistance - To provide reimbursement of tuition, books, lab fees, and registration fees of qualified courses to eligible employees, allowing them to enhance their ability to serve the public interest of the citizens of Highlands County.

Exempt Employee - An employee in this classification is not subject to the minimum wage and overtime requirements of the US Fair Labor Standards Act; and as such, is not required to fill out hourly time records and must be paid on a salary basis.

Flextime - A work schedule that permits flexibility in starting and quitting times without altering the required number of work hours in a given period (e.g. in a workweek) and usually specifies a core period of the day during which all employees must be scheduled.

Full-time Employee – Typically an employee working 40 or more hours per workweek.

Grievance Procedure - The opportunity to participate in an objective process to settle disputes regarding corrective actions.

Harassment - Verbal, nonverbal, or physical conduct that denigrates or shows hostility or aversion toward an individual because of his or her race, color, religion, gender, sex, national origin, age or disability, or that of his or her relatives, friends or associates, and that (1) has the purpose or effect of creating an intimidating, hostile, or offensive working environment; (2) has the purpose or effect of unreasonably interfering with an individual's work performance; or (3) otherwise adversely affects an individual's employment opportunities.

Hourly Employee - An employee in this classification is subject to the minimum wage and overtime compensation requirements of the US Fair Labor Standards Act; and as such, is required to fill out hourly time records.

Immediate Family – Bereavement. Defined as the spouse or the grandparents, parents, brothers, sisters, children, and grandchildren of either the employee or the spouse. An employee may also be granted this leave for the death of a person with loco parentis standing with the employee, i.e., a person who has been in the position or place of a parent.

Immediate Family - Family & Medical Leave Policy - Spouse, child under age 18 or incapable of self-care due to a mental or physical disability (biological, adopted, and/or foster), and parent (biological and/or 'in loco parentis').

Immediate Family - Sick Leave Policy - Defined as the spouse or the grandparents, parents, brothers, sisters, and children of either the employee or spouse.

Incentive Pay - Incentive pay will not increase an employee's base pay and will only be effective for a 12 month period.

Overtime Pay – Non-emergency personnel. Pay for eligible hourly employees at an overtime rate (1.0 or 1.5) of pay for all hours worked in excess of 40 hours during one workweek. If an employee uses any form of leave during a workweek (sick, vacation, etc.), their rate of pay will be one times their regular rate of pay, up to 40 hours.

Overtime Pay – Fire Rescue (single certification / EMS only) - All hours worked in excess of 40 hours in a work week will be paid at time-and-one-half (1.5 X normal hourly rate). Annual leave, sick leave, administrative leave (except for line of duty court appearances) and holiday hours paid are not considered to be hours worked for computation of overtime pay.

Overtime Pay – Fire Rescue (dual certification) – Pay at the rate of one and one-half (1.5) times the normal hourly rate will be paid for each hour worked in excess of 106 hours during a 14-day work period (applied as 53 hours in each 7-day period). Annual leave, sick leave, administrative leave (except for line of duty court appearances) and holiday hours paid are not considered hours worked for computation of overtime pay.

Part-time Employee - Typically, an employee working less than 40 hours per week.

Performance Evaluation - An appraisal written by a Supervisor about an employee's work performance, which includes praise for accomplishments, recommendations for improvement, and an action plan of goals for both the employee and Supervisor for the next assessment period.

Probationary Employee - An individual who has not completed initial probation.

Reduction in Workforce - The abolishment of Board-approved full and/or part-time positions due to operational needs, re-organization, lack of work, outsourcing of functions, shortage of funds, or other reasons deemed appropriate by the Board; not intended to be a short-term adjustment.

Regular Employee - An individual who is employed as a part-time or full-time employee in a Board-approved position.

Relative - Hiring Policy/Nepotism - An individual who is related to the employee as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister.

Salaried Employee - See exempt employee.

Seasonal Employee – An individual who is hired by a department, primarily to work during one season. These employees normally work regularly scheduled hours throughout the season, and may also work sporadically during other special events throughout the year.

Secondary Employment - An employee holding a regular full-time or Board-approved position who also holds another employment position outside the County.

Sexual Harassment - Unwelcome, one-sided attention, sexual advances, requests for sexual favors, or other unwanted verbal or physical conduct of a sexual nature that may come from Supervisors, managers, coworkers, citizens, or other individuals in the workplace or at any County-sponsored activity, program, party or trip whether at the work site or not - regardless of the gender of the parties involved.

Sick Leave Pool - A voluntary fund of donated sick leave which has been established to provide limited additional sick leave benefits to participating members in the case of serious personal illness or injury.

Standby Duty - Assigned to certain hourly employees holding positions which are restricted to a designated location or premises in order to provide coverage for services and to handle emergencies during off-duty hours.

Student Intern – An individual who is provided with the opportunity for practical, real-world work experience to help them transition into a future professional career. These individuals may work either regularly scheduled hours, or unscheduled irregular hours throughout the course of their internship.

Temporary Employee - An individual who is hired either part-time or full-time for a limited period, not to exceed six months of employment. These employees may be hired to work on special projects, during peak workloads, and/or to cover employee absences due to FMLA, workers' compensation, or other leaves of absence. These employees are not eligible for paid absences, vacations and holidays.

Transfer - Moving to another position in the same or lower salary range or from one location to another; may be of a voluntary or involuntary basis.

Uniform - Clothing issued, or required to be worn, by the Board; or any clothing with an affixed County logo and/or wording that indicates, or could be interpreted to indicate, that the individual is or may be a Board employee.

INDEX

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Table 8: Summary of Manual Revisions

Approval Date	Section	Title	Summary	Resolution
09/20/2019	Full Manual	Manual Adopted	Adoption of New Manual	15-16-118
10/18/2016	305:5	Emergency Medical Services	Updates related to number and pay of provisional paramedics and revisions to FTO section	16-17-07
10/18/2016	501:6	Sick Leave Reimbursement	4. Death: annual leave removed and replaced with sick leave	16-17-07
05/16/2017	205	Citizen Relations	Relocated to Policy 901. Remaining policies renumbered.	16-17-77
05/16/2017	206	Use of Communication Systems and Technology	Relocated to Policy 301. Remaining policies renumbered.	16-17-77
05/16/2017	206 (new)	Americans with Disabilities Nondiscrimination Policy	Delineated between ADA and employment and County programs. ADA and County programs is in Policy 904.	16-17-77
05/16/2017	209	Limited English Proficiency	Relocated to Policy 903. Remaining policies renumbered.	16-17-77
05/16/2017	300	Electronic Systems, Technology, and Communications	Incorporated recently adopted Electronic Messages and Social Media Policies into this section of the Manual. Remaining policies renumbered.	16-17-77
05/16/2017	405:5	Hazmat and Technical Rescue Pay	Section added to address Hazmat and Technical Rescue Pay. Policy reflects current practice.	16-17-77
05/16/2017	609:1	Bereavement	Clarified time granted for bereavement leave. Converted days into hours	16-17-77

Approval Date	Section	Title	Summary	Resolution
			to make it equitable for 8, 10 and 24 hour employees.	
05/16/2017	705:8	Maximum Rate of Pay	Provided clarification for employees that exceeded the max rate of pay for their new pay range at the time the Evergreen study was implemented	16-17-77
05/16/2017	900	Access to County Programs	Added new section to address requirements of Federal grant programs.	16-17-77
05/16/2017	902	Title VI / Nondiscrimination	New section to address requirements of Federal grant programs.	16-17-77
05/16/2017	903	Limited English Proficiency	Relocated from Policy 209 and expanded to address requirement of Federal grant programs.	16-17-77
05/16/2017	904	Americans with Disabilities	Added new section to address requirements of Federal grant programs.	16-17-77
01/02/2018	410:1	Supplemental Workforce	Clarified approval level for temporary employees for a period of 6 months or greater.	17-18-33
01/02/2018	604:1	Holidays	Added to mandatory holiday duty for EMS to be paid if they are required to work on a scheduled holiday	17-18-33
01/02/2018	803:3	Grievances	Changed the word hearing to meeting and deleted publicly noticed	17-18-33
01/02/2018	609:2	Court Appearances	Changed pay for regular hours worked to say pay for up to 8 regular hours worked per day to be consistent with bereavement pay	17-18-33

Approval Date	Section	Title	Summary	Resolution
01/02/2018	1001	EMS Shift Trade / Substitution	Added policy on EMS Shift Substitution	17-18-33
04/17/2018	509	Referral Award Program	Added section to policy 500	17-18-59
08/21/2018	904	Americans with Disabilities	Added sections 904:1, grievance procedures & 904:2, notice	17-18-97
08/21/2018	410:1	Supplemental Workforce	Added eligibility of paid absences, vacation and holidays to OPS employees approved by the Board for longer than six (6) months w/approval of the County Administrator	N/A
03/19/2019	903:1	Limited English Proficiency Plan	Changed data in section 1, 2 and 3.	18-19-80
09/17/2019	601:3 603:2	Earning Sick and Annual Leave	Deleted column in table, specified personnel for each table	N/A
12/03/2019	004:1	Employment Records	Clarified maintenance responsibility for volunteer Fire Rescue files	19-20-034
12/03/2019	005:01	General Provisions	Updated reference to Safety Handbook	19-20-034
12/03/2019	302:2(a)	Electronic Messages	Updated paragraph 2 to include other platforms supported by IT	19-20-034
12/03/2019	403:2	Original Appointment	Provided consistence in document pertaining to training status pay	19-20-034
12/03/2019 12/17/2019	405:2	Pay Grades	Added a new section related to pay grades. Section was corrected on 12/17/2019.	19-20-034
12/03/2019	405:6	Hazmat & Technical Rescue Pay	Updated department references	19-20-034

Approval Date	Section	Title	Summary	Resolution
12/03/2019	405:7	EMS Services	Updated to reflect Fire Rescue transition	19-20-034
12/03/2019	405:7	Fire Services	Deleted. Combined with 405:6.	19-20-034
12/03/2019	406:1	General Provisions	Updated to include FLSA for Fire Rescue 7k rule	19-20-034
12/03/2019	503:3	Meal and Break Periods	Updated for Fire Rescue	19-20-034
12/03/2019 12/17/2019	504:1	Overtime	Updated for Fire Rescue. Section was corrected on 12/17/2019.	19-20-034
12/03/2019	504:2	Compensatory Time	Permits Comp Time for Fire Rescue effective 1/1/2019	19-20-034
12/03/2019	504:3	Shift Differential (EMS Only)	Deleted section	19-20-034
12/03/2019	506:1	General Provision	Clarified time period for pay corrections	19-20-034
12/03/2019	508:2	Employee of the Quarter	Clarified process for employee of the quarter	19-20-034
12/03/2019	604:1	General Provisions	Standardized language for Fire Rescue	19-20-034
12/03/2019	604:2	Floating Holiday	Added new policy for floating holiday	19-20-034
12/03/2019 12/17/2019	703:1	General Provisions	Added language pertaining to shift schedules. Section was corrected on 12/17/2019.	19-20-034
12/03/2019	1001:2	Requirements for Authorization	Updated language to reflect new Fire Rescue structure	19-20-034
4/7/2020	505:2	Temporary Remote Work Policy	Added remote work policy for emergency declarations	
4/7/2020	603:3	Special Annual Leave Sale	Added ability for County Administrator to authorize Special Annual Leave Sale	

Approval Date	Section	Title	Summary	Resolution
			during emergency declarations	
12/15/2020	705	Pay Raises	Clean up of language regarding discipline and eligibility for COLA and Merit-based increases.	20-21-55

PUBLIC ENTITY

COMMON AGREEMENT DECLARATIONS

Administered By:
Public Risk Underwriters of Florida ®
P.O. Box 958455
Lake Mary, FL 32795-8455

TRUST:
Preferred Governmental Insurance Trust
P.O. Box 958455
Lake Mary, FL 32795-8455

Agreement Number: PK FL1 0281028 21-14

NAMED COVERED PARTY AND MAILING ADDRESS:
Highlands County, a Political Subdivision of the State of Florida
600 S. Commerce Ave., Rm. B233
Sebring, FL 338703809

AGENT NAME AND ADDRESS:
Public Risk Insurance Advisors
300 North Beach Street,
Daytona Beach,FL,32114

AGREEMENT PERIOD: From: 10/01/2021 To: 10/01/2022
At 12:01 a.m. Eastern Standard Time at your mailing address shown above.

In return for the payment of the premium, and subject to all the terms of this agreement, we agree with you to provide the coverage as stated in this agreement.

This agreement consists of the following coverage parts for which a premium is indicated. This premium may be subject to adjustment.

COVERAGE PART	ANNUAL PREMIUM
Property and Inland Marine Coverage	**Included**
General Liability Coverage	**Included**
Law Enforcement Coverage	**Not Included**
School Leaders' and Employment Practices Liability Coverage	**Not Included**
Automobile Coverage	**Included**
Garage Keepers Coverage	**Not Included**
Public Officials and Employment Practices Liability Coverage	**Included**
Crime Coverage	**Included**
Excess Workers' Compensation Coverage	**Not Included**
Deadly Weapon Protection Coverage	**Included**
TOTAL ANNUAL PREMIUM	**$986,040.00**

FORMS APPLICABLE TO ALL COVERAGE PARTS:
See PGIT MN-002

THESE DECLARATIONS TOGETHER WITH THE COMMON AGREEMENT CONDITIONS, COVERAGE PARTS SUPPLEMENTAL DECLARATIONS, FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED AGREEMENT.

COUNTERSIGNED 10/29/2021 **BY** Margaret E Glass
Date **Authorized Representative**

Preferred® PGIT GOVERNMENTAL INSURANCE TRUST

PUBLIC ENTITY

COVERAGE AGREEMENT FORMS LIST

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

AGREEMENT NO.: **PK FL1 0281028 21-14**

Form Name	Form Number
Public Entity Coverage Agreement Forms List	PGIT MN-002 (10 16)
Public Entity Common Agreement Declarations	PGIT MN-001 (10 19)
Public Entity Common Agreement Conditions	PGIT MN-090 (10 19)
Public Entity Property and Inland Marine Coverage Part Declarations	PGIT MN-010 (10 21)
Public Entity Property - Property and Inland Marine Coverage Form	PGIT MN-104 (10 21)
Public Entity Property - Flood Coverage	PGIT MN-107 (10 17)
Public Entity Property - Earth Movement Coverage	PGIT MN-109 (10 21)
Public Entity Property - Schedule of Deductibles	PGIT MN-122 (10 18)
Public Entity Equipment Breakdown Protection Coverage Form	PGIT MN-150 (10 21)
Public Entity Terrorism Coverage Endorsement	PGIT MN-198 (10 14)
Public Entity General Liability Coverage Part Declarations	PGIT MN-020 (10 18)
Public Entity General Liability - Coverage Form	PGIT MN-200 (10 19)
Public Entity General Liability - Preferred Endorsement	PGIT MN-203 (10 20)
Public Entity Communicable Disease Sublimit	PGIT MN-204 (10 20)
Public Entity General Liability - Employee Benefits Liability Coverage	PGIT MN-205 (10 13)
Public Entity General Liability - Deductible Liability Coverage	PGIT MN-206 (10 13)
Public Entity Public Officials and Employment Practice Liability Coverage Part Declarations	PGIT MN-025 (10 18)
Public Entity Public Officials Liability and Employment Practices Liability Coverage Form (CLAIMS MADE)	PGIT MN-500 (10 21)
Public Entity Cyber Liability Endorsement	PGIT MN-700 (10 21)
Public Entity Automobile Coverage Part Declarations	PGIT MN-030 (10 13)
Public Entity Automobile Coverage Form	PGIT MN-300 (10 19)
Public Entity Automobile Florida	PGIT MN-301 (10 13)
Public Entity Auto-Florida Personal Injury Protection	PGIT MN-309a (10 19)
Public Entity Auto - Pollution Liability - Broadened Coverage For Covered Autos	PGIT MN-311 (10 13)
Public Entity Auto - Mutual Aid Endorsement	PGIT MN-312 (10 13)
Public Entity Symbol Definition Endorsement	PGIT MN-399 (10 13)
Public Entity Deadly Weapon Protection Declarations	PGIT MN-040 (10 21)
Public Entity Deadly Weapon Protection Coverage Form	PGIT MN-400 (10 20)
Public Entity Crime Coverage Part Declarations	PGIT MN-080 (10 14)
Public Entity Government Crime Coverage Form	PGIT MN-820 (10 13)
Public Entity Auto and General Liability - Nuclear Energy Liability Exclusion Endorsement	PGIT MN-900 (10 13)
Public Entity Auto, General Liability and Property - Automatic Additional Covered Parties	PGIT MN-902 (10 16)
Public Entity - Muni Inland Marine Schedule	
Public Entity - Muni Property Schedule	
Public Entity - Muni Auto Schedule	

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PUBLIC ENTITY

COVERAGE AGREEMENT FORMS LIST

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

AGREEMENT NO.: **PK FL1 0281028 21-14**

Form Name	Form Number
Informational Contact	

Preferred® PGIT GOVERNMENTAL INSURANCE TRUST

PUBLIC ENTITY

COMMON AGREEMENT CONDITIONS

All Coverage Forms and general endorsements included in this Coverage Agreement are subject to the following conditions:

A. CANCELLATION

1. The first named Covered Party shown in the Declarations may cancel this Coverage Agreement by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this Coverage Agreement by mailing or delivering to the first named Covered Party written notice of cancellation at least:

   a.10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
   b.60 days before the effective date of cancellation if we cancel for any other reason
3. We will mail or deliver our notice to the first named Covered Party's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The Coverage Agreement period will end on that date.
5. If this Coverage Agreement is cancelled, we will send the first named Covered Party any premium refund due. If we cancel, the refund will be pro rata, subject to H. Minimum Earned Premium. If the first named Covered Party cancels, the refund may be less than pro rata, subject to H. Minimum Earned Premium.

   The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.
7. Failure of the Covered Party to make timely payment of premium shall be considered a request by the Covered Party for the Trust to cancel on the Covered Party's behalf. In the event of such cancellation for non-payment of premium, the minimum earned premium shall be due and payable; provided, however, such cancellation shall be rescinded if the Covered Party remits and the Trust receives the full premium within 10 days after the date of issuance of the cancellation notice.

B. CHANGES

This Coverage Agreement contains all the agreements between you and us concerning the coverage afforded. The first named Covered Party shown in the Declarations is authorized to make changes in the terms of this Coverage Agreement with our consent.

This Coverage Agreement's terms can be amended or waived only be endorsement issued by us and made a part of this Coverage Agreement.

C. CONTROL OF PROPERTY

Any act or neglect of any person other than you beyond your direction or control will not affect this Coverage Agreement.

D. COORDINATION OF COVERAGES

In the event a single claim or suit triggers coverage under more than one coverage part, the most we will pay is the greater of the applicable limit or sublimit from either coverage part, subject to that coverage part's deductible or Self Insured Retention.

E. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this Coverage Agreement at any time during the Coverage Agreement period and up to three years afterward.

F. INSPECTIONS AND SURVEYS

We have the right but are not obligated to:

1. Make inspections and surveys at any time;
2. Give you reports on the conditions we find; and
3. Recommend changes.

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Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

1. Are safe or healthful; or
2. Comply with laws, regulations, codes or standards

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

G. LIBERALIZATION

If we adopt any revision that would broaden the coverage under this Coverage Agreement without additional premium within 45 days prior to or during the coverage period, the broadened coverage will immediately apply to this Coverage Agreement.

H. MINIMUM EARNED PREMIUM

In the event of cancellation of this Coverage Agreement or any individual line of coverage within this Coverage Agreement by the Covered Party, a minimum premium of 25% of written premium for the Coverage Agreement or the individual line of coverage therein shall become earned, subject to any provision of the Coverage Agreement to the contrary notwithstanding.

I. OTHER COVERAGE OR INSURANCE

You may have other coverage or insurance subject to the same plan, terms, conditions and provisions as the coverage under this Coverage Agreement. If you do, we will pay our share of the covered loss or damage. Our share is the lesser of:

1. The proportion that the Limit of Coverage of our Coverage Agreement bears to the total of the limits of all the Coverage Agreements and policies covering on the same basis; or
2. The amount retained by Preferred Governmental Insurance Trust when Preferred Governmental Insurance Trust is a named insured on reinsurance or excess of loss coverage purchased on behalf of its members; or

Additionally, in the event an occurrence exhausts a limit purchased by Preferred Governmental Insurance Trust on behalf of multiple members, payment to you for a covered loss will be reduced pro rata based on the amounts of covered loss by member.

The administrator for Preferred Governmental Insurance Trust will retain reinsurance or excess of loss coverage policies purchased on behalf of its members.

J. PREMIUMS

The first named Covered Party shown in the Declarations:

1. Is Responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

K. SUBROGATION

1. In the event of any payment under this Coverage Agreement, we shall be subrogated to all of your rights of recovery therefore against any person or organization, and you shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights.
2. You shall not act (or fail to act, as the case may be) in any manner that will prejudice our subrogation rights.

L. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS COVERAGE AGREEMENT

Your rights and duties under this Coverage Agreement may not be transferred without our written consent.

M. The Trust shall have the right and duty to defend any covered claim brought against the Covered Party even if such claim is groundless, false, or fraudulent. The Covered Party shall not admit or assume liability or settle or negotiate to settle any claim or incur any claims expenses without the prior written consent of the Trust, and the Trust has the right to appoint counsel and make such investigation and defense of a covered claim as it deems necessary.

N. CONSENT TO SETTLE

1. The Trust shall not settle any claim without the written consent of the Public Entity. If the Public Entity

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refuses to consent to a settlement or compromise recommended by the Trust and acceptable to the claimant, then the Trust's Limit of Liability under this Coverage Agreement with respect to such claim shall be reduced to the amount of damages for which the claim could have been settled plus all claims expenses incurred up to the time the Trust made its recommendation to the Public Entity, which amount shall not exceed that portion of any applicable Aggregate Limit of Liability that remains unexhausted by payment of damages.

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Preferred® PGIT GOVERNMENTAL INSURANCE TRUST

PUBLIC ENTITY

PROPERTY AND INLAND MARINE COVERAGE PART DECLARATIONS

COVERED PARTY: Highlands County, a Political Subdivision of the State of Florida

AGREEMENT NO.: PK FL1 0281028 21-14

SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE

Deductibles

2%	TIV per Occurrence/Per Location for "Named Storm" subject to minimum of $10,000 Per Occurrence
$1,000	Per Occurrence – All Other Perils – Building & Contents and Extensions of Coverage
Per Attached Schedule	Inland Marine

Covered Property

Total Insured Values - Blanket Value Building and Contents - Per Schedule on file totaling	$144,538,398

Inland Marine

Blanket Unscheduled Inland Marine (Subject to $25,000 any one item excludes Watercraft)	$2,682,947
Scheduled Inland Marine	$16,822,043
Total All Inland Marine	$19,504,990

If marked with an "X" we will cover the following EXTENSIONS OF COVERAGE on form PGIT MN-104. These limits of liability do not increase any other applicable limit of liability.

(X)	Code	Extensions of Coverage	Limit of Liability
X	A	Accounts Receivable	$ 500,000 in any one occurrence
X	B	Animals	$ 5,000 Annual aggregate in any one agreement period
X	C	Buildings Under Construction	If shown on the Property Schedule
X	D	Debris Removal Expense	$ 1,250,000 or 25% of loss, whichever is greater, per occurrence
X	E	Demolition Cost, Operation of Building Laws and Increased Construction Cost	$ 5,000,000 in any one occurrence
X	F	Duty to Defend	Included
X	G	Errors and Omissions	$ 250,000 in any one occurrence
X	H	Expediting Expenses	$ 5,000 in any one occurrence
X	I	Fire Department Charges	$ 25,000 in any one occurrence
X	J	Fungus Cleanup Expense	$ 50,000 Annual aggregate in any one agreement period
X	K	Lawns, Plants, Trees and Shrubs	$ 25,000 in any one occurrence
	L	Leasehold Interest	$ 0 in any one occurrence
X	N	New Locations	$ 2,000,000 in any one occurrence for up to 60 days from the date such new location(s) is first purchased, rented or occupied, whichever is earlier
X	O	Personal Property of Employees	$ 50,000 in any one occurrence

X	P	Pollution Cleanup Expense	$ 50,000 Annual Aggregate in any one agreement period
X	Q	Professional Fees	$ 20,000 in any one occurrence
X	R	Recertification	$ 10,000 in any one occurrence
X	S	Service Interruption Coverage	$ 100,000 in any one occurrence
X	T	Transit	$ 250,000 in any one occurrence
	U	Vehicle Property Coverage	$ 0 in any one occurrence
X	V	Preservation of Property Coverage	$ 250,000 in any one occurrence
X	W	Property at Miscellaneous Unnamed Locations	$ 150,000 in any one occurrence
X	X	Business Income	$ 1,000,000 in any one occurrence
X	Y	Additional Expense	$ 2,000,000 in any one occurrence

Sublimits of Coverage

Coverage	Deductibles	Limit
Earth Movement	$1,000	$5,000,000
Flood	$1,000 except for Zones A & V	$5,000,000
TRIA	$1,000	$5,000,000

Equipment Breakdown (Boiler & Machinery)

Coverage	Limit
Property Damage/ Loss of Business Income/ Additional Expense per accident	$100,000,000
Water Damage	$1,000,000
Ammonia Contamination	$1,000,000
Hazardous Substance Coverage	$1,000,000
Utility Interruption	$2,000,000
Spoilage Damage	$250,000
Ordinance or Law	$1,000,000
Expediting Expenses	$1,000,000
Data or Media	$250,000
Fungus, Wet Rot, Dry Rot	$15,000
Deductible	**Amount**
Equipment Breakdown	$1,000
Time Deductible	24 hrs

FORMS AND ENDORSEMENTS

Forms and endorsements applying to this Coverage Parts and made part of the coverage agreement at this time of issue: **See PGIT MN-002**

Premium: $ INCLUDED

THIS SUPPLEMENTAL DECLARATIONS AND THE COMMON AGREEMENT DECLARATIONS, TOGETHER WITH THE COMMON AGREEMENT CONDITIONS, COVERAGE PARTS, FORMS AND ENDORSEMENTS, IF ANY, COMPLETE THE ABOVE NUMBERED AGREEMENT.

PUBLIC ENTITY PROPERTY

PROPERTY AND INLAND MARINE COVERAGE

Various provisions in this Coverage Agreement restrict coverage. Read the entire Coverage Agreement carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Agreement the words **you** and **yours** refers to the Named Covered Party shown in the Declarations. The words **we, us** and **ours** refers to the Trust providing this Coverage Agreement.

SECTION I - COVERAGE AGREEMENTS

A. Coverage Agreement

We will pay, subject to all the terms and conditions of this Coverage Agreement, for direct physical loss to **covered property** as a result of an **occurrence,** unless excluded.

This Coverage Agreement will also include any endorsements added by agreement between **you** and **us.** Coverage is provided at those locations and for those coverages and limits of liability shown on the **Schedule of the DECLARATIONS.** Extensions of coverage, sublimits of liability and deductibles are listed in the DECLARATIONS. Endorsements may contain separate deductibles and limits or sublimits of liability.

Terms in **bold-faced type** have special meanings in this Coverage Agreement. They are defined in DEFINITIONS. These definitions apply to this entire Coverage Agreement, and to any endorsements to it. Definitions that apply to individual forms or endorsements will be noted in those forms or endorsements. The names of forms are capitalized (for example, DECLARATIONS).

B. Coverages

We will provide the following coverages if they are marked with an "**X**". Coverages will be provided in accordance with the terms and conditions of this Coverage Agreement. Terms that apply only to individual coverage forms will be set forth in those forms. This Coverage Agreement provides coverage on an **actual cash value** basis for **Real Property, Inland Marine** and **Personal Property** unless **replacement cost** coverage is marked with an "**X**".

(X) Real Property
(X) Replacement Cost
(X) Personal Property
(X) Replacement Cost
(X) Inland Marine
( ) Replacement Cost

C. Limits of Liability

Subject to all terms and conditions of the coverage agreement the most **we** will pay for all loss, damage or costs to **Real Property** and **Personal Property** in any one **occurrence** is the applicable limits of liability shown in the property declaration. The blanket limit of coverage shown in the property declaration applies to all **Real Property** and **Personal Property.** It is agreed that any location listed on the **Schedule of DECLARATIONS** with no value ($0) is not covered by the property coverage agreement.

Each sublimit stated in the DECLARATIONS, including the Extensions of Coverage, apply as part of, and not in addition to, the overall Total Insured Values coverage limit for an occurrence covered hereunder. Each sublimit is the maximum amount potentially recoverable from all coverage layers combined for all covered loss, damage, expense, time element or other covered interest arising from or relating to that aspect of the occurrence, including but not limited to type of property, construction, geographic area, zone, location, or peril.

If covered under this Coverage Agreement, any sublimit for **earth movement** or **flood** is the maximum amount potentially recoverable from all coverage layers combined for all covered loss, damage, expense, time element or other insured interest arising from or relating to such an occurrence. If **flood** occurs in

conjunction with a **named storm** or **earth movement**, the **flood** sublimit applies within and erodes the limit of coverage for that **named storm**.

SECTION II - COVERAGES

A. **We** will pay for **covered loss** to **your real property, inland marine,** or **personal property** only if marked with an "X" in **Section I B.** Coverages:

1. At the locations shown on the **Schedule of the DECLARATIONS,**

2. **Property in the open** within 1,000 feet of locations described in **1**;

3. With respects to Inland Marine, at or away from **your covered location.**

SECTION III - EXCLUSIONS

A. War and Terrorism Exclusion
Notwithstanding any provision to the contrary within this coverage or any endorsement thereto it is agreed that this coverage excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

1. War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or

2. Any act of terrorism. For the purpose of this Coverage Agreement, an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group (s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This coverage also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to **1.** and/or **2.** above. If **we** allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this Coverage Agreement the burden of proving the contrary shall be upon **you.**

B. Biological or Chemical Materials Exclusion
This coverage excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

C. **Electronic Data** Exclusion
Notwithstanding any provision to the contrary within the Coverage Agreement or any endorsement thereto, it is understood and agreed as follows:

1. This Coverage Agreement does not cover loss, damage, destruction, distortion, erasure, corruption or alteration of **electronic data** from any cause whatsoever (including but not limited to **computer virus)** or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting there from, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
For the purpose of this Exclusion **electronic data** means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.
For the purpose of this Exclusion **computer virus** means a set of corrupting, harmful or otherwise unauthorized instructions or code including a set of maliciously introduced unauthorized instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. **Computer virus** includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

2. However, in the event that a peril listed below results from any of the matters described in paragraph **1.** above, this Coverage Agreement, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the Coverage Agreement period to property covered by this Coverage Agreement directly caused by such listed peril:
Listed Perils:
a. Fire
b. Explosion

D. Electronic Date Recognition Exclusion
This Coverage Agreement does not cover any loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:
1. the calculation, comparison, differentiation, sequencing or processing of data involving the date change to the year 2000, or any other date change, including leap year calculations, by any computer system, hardware, program or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Covered Party or not; or
2. any change, alteration, or modification involving the date change to the year 2000, or any other date change, including leap year calculations, to any such computer system, hardware, program or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the Covered Party or not.
This clause applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

E. Asbestos
1. This Coverage Agreement only covers asbestos physically incorporated in a covered building or structure, and then only that part of the asbestos which has been physically damaged during the period of coverage by a **specified peril.**

This coverage is subject to each of the following specific limitations:

a. The said building or structure must be covered under this Agreement for damage by that **specified peril.**
b. The **specified peril** must be the immediate, sole cause of the damage of the asbestos.
c. The covered party must report the existence and cost of the damage as soon as practicable after the **specified peril** first damaged the asbestos. However, this Agreement does not cover any such damage first reported more than 12 (twelve) months after the expiration, or termination, of the period of coverage.
d. Coverage under this Agreement in respect of asbestos shall not include any sum relating to:

(1) any faults in the design, manufacture or installation of the asbestos;
(2) asbestos not physically damaged by the **specified peril** including any governmental or regulatory authority direction or request of whatsoever nature relating to undamaged asbestos.

2. Except as set forth in the foregoing Section 1, this Agreement does not cover asbestos or any sum relating thereto.

F. **We** will not pay for losses caused by or resulting from any of the following, regardless of any other cause or event, including a **peril insured against,** that contributes to the loss at the same time or in any other sequence.
1. Any electrical injury or disturbance to electrical appliances, devices, fixtures, wiring or other electrical or electronic equipment caused by electrical currents artificially generated. If a fire or an explosion loss ensues, **we** will pay for that loss.

This exclusion will not apply to physical loss to:

a. Data or **software** caused by injury, disturbance, or erasure resulting from electricity or magnetic fields: or
b. Electronic data processing equipment caused by short circuit, blowout, or other electrical damage from an **occurrence** that took place within 500 feet of the **covered location.**

2. Earth movement, whether sudden or gradual.
a. But if a loss to **covered property** by fire, theft, or explosion ensues, **we** will pay for that loss.
b. This exclusion does not apply to **covered property** in transit.
c. This exclusion does not apply to **sinkhole collapse** or **volcanic activity.**

3. **Flood**
   a. But if a loss to **covered property** by fire, theft, or explosion ensues, **we** will pay for that loss.
   b. If covered electrical equipment requires drying out because of **flood, we** will pay for the direct expenses of such drying out.
   c. This exclusion does not apply to **inland marine,** or to **covered property** in transit.

4. **Pollution**

5. Demolition Cost, Operation of Building Laws, and Increased Cost of Construction

   Enforcement of any ordinance or law regulating the use, construction, repair or demolition of buildings or structure including Debris Removal Expense.

6. Seizure or destruction of **covered property** by government order.

   But **we** will pay for loss to **covered property** resulting from acts of destruction ordered by government to prevent the spread of fire.

7. Nuclear reaction or nuclear radiation, or radioactive contamination;

8. Interference with or interruption of any public or private utility or any entity providing power, heat, air conditioning, communication, water or sewer or any other service, however caused, if the failure occurs away from the **covered location.**

But if a **covered loss** ensues, **we** will pay for that loss.

G. We will not pay for losses caused by or resulting from any of the following:

1. Unexplained or mysterious disappearance of any property;

2. Shortage of property discovered on taking inventory;

3. Theft by employees, whether acting alone or with others;

4. Any criminal, fraudulent or dishonest acts committed alone or in collusion with others;

   a. by **you;**
   b. by any proprietor, partner, director, officer, or employee of **yours;** or
   c. by any proprietor, partner, director or officer of any proprietorship, partnership, corporation, or association engaged by **you** to render any service or perform any act in connection with **covered property.**

5. Manufacturing or processing operations, which result in damage to stock or materials while the stock or materials are being processed, manufactured, worked on or tested.

   But if a **covered loss** ensues, **we** will pay for that loss.

6. Delay, loss of market, loss of use, indirect or remote loss or damage;

7. Loss attributable to:
   a. Wear and tear, deterioration, depletion, erosion, rust, corrosion, wet or dry rot, decay;
   b. Inherent vice, latent defect, or any quality in the **covered property** that causes it to damage or destroy itself;
   c. Smog, acid rain, agricultural smudging;
   d. Smoke, fumes, gas or vapor that result from industrial operations;
   e. Settling, cracking, shrinking, bulging or expansion of pavements, foundations, walls, floors, roofs or ceilings, retaining walls or outdoor swimming pools;
   f. Animals, birds, vermin, rodents or insects;
   g. Change or extremes in temperature or humidity, except damage to equipment;
   h. Contamination, shrinkage, change in taste, texture, finish or color.

   But if a **covered loss** ensues, **we** will pay for that loss.

8. Fungus

   We will not pay for loss, damage, claim, cost, expense, or other sum directly or indirectly arising out of or relating to mold, mildew, **fungus,** spores or other microorganism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.
   This exclusion applies regardless whether there is:
   a. any physical loss or damage to **covered property;**

b. any covered peril or cause, whether or not contributing concurrently or in any sequence;
c. any loss of use, occupancy, or functionality; or
d. any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

This exclusion does not apply to the extent that coverage is provided in Section VII Extensions of Coverage, **J. Fungus** Cleanup Expense with respect to loss or damage by a cause of loss other than fire or lightning.

9. Failure or breakdown of machinery or equipment, including rupture or bursting caused by centrifugal force.

But if a **covered loss** ensues, **we** will pay for that loss.

This exclusion will not apply to physical loss to:

Data, electronic data processing equipment or **software** caused by mechanical breakdown, failure, changes in arrangement of parts, errors, omissions, or lack in design, specification, material or workmanship.

10. Explosion of the following:
a. Steam boilers;
b. Steam turbines, steam engines, steam piping; or,
c. Gas turbines.

But if a loss to **covered property** by fire or explosion ensues, **we** will pay for that loss.

11. Rupture, bursting, cracking, burning, or bulging of the following:
a. Steam boilers;
b. Steam turbines, steam engines, steam piping;
c. Hot water boilers or other equipment for heating water;
d. Pressure vessels; or,
e. Gas turbines.

But if a loss to **covered property** by fire or explosion ensues, **we** will pay for that loss.

12. Loss attributable to faulty, defective, or inadequate:
a. Construction, workmanship or material;
b. Maintenance;
c. Design, plan or specification;
d. Zoning compliance;
e. Developing, surveying or siting of buildings or structures during the course of construction or alterations; or,
f. Compliance with building codes.

But if a **covered loss** ensues, **we** will pay for that loss.

13. Loss or damage to any structure located in the water; including but not limited to bulkheads, docks, piers, wharves, retaining walls, boardwalks, or underwater conduit from:
a. Freezing and thawing;
b. Impact of watercraft;
c. Waves, or debris driven by waves;
d. Pressure or weight of ice or water, whether driven by wind or not; or
e. Sinking or settling.

14. **We** will not pay for any loss or damage directly or indirectly related to or arising out of any offshore oil well or oil shipping / tanker incident and the ensuing oil spill.

SECTION IV - PROPERTY NOT COVERED

We do not cover loss to:

1. Animals, water, land including land on which the property is located, shrubs, trees, lawns, growing crops, or standing timber, except to the extent these may be covered in PGIT MN-104, Section VII;
2. Aircraft;

3. Property **you** sold under conditional sale, trust agreement, installment payment, or other deferred payment plan after such property has been delivered to the customer;
4. Caves, caverns, mines of any type, or any property contained within them;
5. Currency, money, notes or securities;
6. Dams, dikes, or levees;
7. Contraband or property in the course of illegal transportation or trade;
8. Property covered under import or export ocean cargo policies;
9. Property **you** transport as a common carrier;
10. Property shipped by mail, unless sent registered or certified;
11. **Watercraft,** unless loss is from a **specified peril.**
12. Vehicles licensed or designed for highway use, unless shown on the Property Declaration, Extensions of Coverage item U, and then no coverage for any **over the road coverage,** or collision with another vehicle or object. The AOP deductible applies per occurrence and in the event of a Named Storm the Named Storm deductible applies per vehicle rather than per location. This coverage is paid at actual cash value at the time of loss.
13. Underground pipes, unless loss is at a **covered location** and from a **specified peril** other than collapse.

SECTION V - VALUATIONS

A. Actual Cash Value

1. Loss to **covered property** will be valued at the time and place of the loss at **actual cash value** unless otherwise indicated in this Coverage Agreement.
2. On **Inland Marine,** items not individually itemized on the schedule will be subject to a maximum valuation of:
   a. $250,000 per item for **Rented, Borrowed or Leased Equipment;** or
   b. $25,000 per item for all other classes of **Inland Marine**
3. On **Inland Marine** if the valuation type on the **Inland Marine** schedule is "agreed value" then item **1** and **2** above will not apply and the loss is paid based on the agreed value on the schedule, less the applicable deductible.
4. Loss to vehicles scheduled under Extensions of Coverage, U are valued at the time and place of the loss at **actual cash value.**

B. Replacement Cost

1. Loss to **covered property** will be valued at **replacement cost,** computed at the time and place of the loss, if **replacement cost** is marked with an "**X**" in **Section 1.B.** Coverages unless otherwise indicated in this Coverage Agreement.

2. **We** will not pay **replacement cost** until the lost or damaged property is actually repaired or replaced. If repairs or replacement are not made within two (2) years after the date of the physical loss, **we** will pay only the **actual cash value.**

   a. Our obligations for **replacement cost** will be the smaller of:

      (1) The cost to repair the damaged property; or

      (2) The cost to replace or rebuild with new materials of like size, kind and quality; or

      (3) The selling price on the date of loss of property, other than stock, offered for sale, less all saved expenses; or

      (4) The applicable **limit of liability.**

      We will not pay for any increase in cost due to **your** failure to use reasonable speed to repair, rebuild or replace the damaged property.

      If the replacement occurs at another location, **we** will not pay for the cost of land at either the original or the new location.

   b. We will pay **replacement cost** for these types of property:

      (1) Raw materials, supplies and other merchandise not manufactured by **you;** and

      (2) Leasehold improvements in which **you** have an insurable interest.

c. For the following types of property **We** will pay; "agreed value" if the valuation type on the **Inland Marine** schedule is shown as agreed value; or **We** will pay the lesser of **actual cash value** or 110% of the value reported on the applicable schedule:

(1) Communications Equipment;

(2) Contractor's /Mobile Equipment;

(3) Fine Arts;

(4) Watercraft;

(5) Emergency Service Portable Equipment;

(6) Other Inland Marine;

(7) Rented, Borrowed or Leased Equipment;

(8) Vehicles scheduled under item U of the property extensions of coverage; or

(9) Blanket Unscheduled Inland Marine subject to $25,000 any one item

C. Loss to these types of **covered property** will be valued at the time and place of loss as follows:

1. On stock in process, the value of raw materials and labor expended plus the proper proportion of overhead charges;

2. On finished goods manufactured by **you,** the regular cash selling price at the location where the loss happens, less all discounts and charges to which the merchandise would have been subject had no loss occurred;

3. On **Valuable Papers,** in case of loss, valuation shall be based on the lesser of:

a. The cost to repair or restore the valuable paper or record to the condition that existed immediately prior to the insured event; or

b. The **limit of liability** shown in the DECLARATIONS, or

c. If the damaged or destroyed property cannot be replaced, restored or repaired with similar kind and quality, it will be the value of blank paper, unless the item is specifically scheduled and value scheduled agreed upon in this Coverage Agreement.

4. On **media, data,** programs or any **software** stored on electronic, electromechanical, electromagnetic **data processing equipment** or production equipment, the cost to repair, replace or restore such to the condition that existed immediately prior to the loss or damage, including the cost of reproducing any **data,** programs or **software** contained thereon, providing such media is repaired, replaced or restored. Such cost of reproduction shall include all reasonable and necessary amounts, not to exceed $100,000 any one **occurrence,** incurred by **you** in recreating, gathering and assembling such **data,** programs or **software.** If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this Coverage Agreement does not insure any amount pertaining to the value of such **data,** programs or **software** to **you** or any other party, even if such **data,** programs or **software** cannot be recreated, gathered or assembled.

5. On exposed film, the value of the blank film.

SECTION VI - CONDITIONS

A. Coverage agreement Period and Territory

We will pay for a **covered loss** during the **Coverage Agreement period** shown on the DECLARATIONS while that property is:

1. Within the State of Florida;

2. Being moved on land or in the air within the United States of America or;

3. Being moved on inland waters and intercoastal waterways within the United States of America.

B. Change of Terms

The terms of this coverage will not be waived, changed, or modified except by written endorsement issued by **us** and which becomes a part of this Coverage Agreement.

C. Titles of Paragraphs

The titles of the paragraphs of this Coverage Agreement and of any endorsements attached to it are only for reference. They do not affect the terms to which they relate.

D. Concealment, Misrepresentation or Fraud

This Coverage Agreement is void in any case of fraud by **you** as it relates to this Coverage Agreement at any
time. It is also void if **you** or any other Covered Parties, at any time, intentionally conceal or misrepresent a material fact concerning:

1. This Coverage Agreement;

2. The **covered property;**

3. **Your** interest in the **covered property;** or

4. A claim under this Coverage Agreement.

E. Brands and Labels

In the event of a **covered loss** to branded or labeled merchandise, **we** may choose to take title to all or any part of that merchandise, at the value established by the terms of this Coverage Agreement. **You** may, at **your** expense:

1. Stamp “salvage” on the merchandise or its containers; or,

2. Remove or obliterate the brands or labels if such removal or obliteration will not physically damage the merchandise. **You** must relabel the merchandise or containers in compliance with the requirements of law.

F. Breach of Condition

A breach of any condition of this Coverage Agreement at any **covered location** will not affect coverage at any other **covered location** where, at the time of damage, no breach exists.

G. Abandonment of Property

You may not abandon property to **us.**

H. No Benefit to Bailee

No person or organization, other than **you**, having custody of **your covered property,** will benefit from this Coverage Agreement.

I. Suit

No suit or other legal proceeding will be brought against **us** unless there has been full compliance with all the Coverage Agreement terms and conditions. Suit must be brought within five years after the date on which the direct physical loss occurred or the shortest time permitted by law.

J. No Reduction by Loss

Except for those coverages written with an annual aggregate **limit of liability** or sublimits of liability, **we** will pay for a **covered loss** without reducing any other applicable **limit of liability** or sublimits of liability.

K. **Your** duties after a Loss

In case of loss **you** will:

1. Give **us** immediate written notice of the loss;

2. Give notice of such loss to the proper authorities if the loss may be due to a violation of the law;

3. As soon as possible, give **us** a description of the property involved and how, when and where the loss happened;

4. Take all reasonable steps to protect the **covered property** from further damage

5. Promptly separate the damaged property from the undamaged property, and keep it in the best possible order for examination;

6. Furnish a complete inventory of the lost, damaged and destroyed property, showing in detail the quantity and amount of loss claimed under the valuation provision of the Coverage Agreement;

7. Keep an accurate record of all repair costs;

8. Keep all bills, receipts and related documents that establish the amount of loss;

9. As often as may reasonably be required:

(a) Permit **us** to inspect the damaged property and take samples for inspection, testing and analysis.

(b) Produce for inspection and copying, all of **your** books of account, business records, bills and invoices.

(c) Permit **us** under oath to question **you** and any of **your** agents, employees, or representatives involved in the purchase of this coverage or the preparation of **your** claim, and verify **your** answers with a signed acknowledgment.

10. Submit to **us,** within ninety (90) days from the date of loss, unless **we** extend the time in writing:

(a) A signed, sworn Proof of Loss that states to the best of **your** knowledge and belief:

(1) The time and cause of the loss;

(2) **Your** interest and the interest of all others in the property involved;

(3) Any other policies of insurance that may provide coverage for the loss;

(4) Any changes in title or occupancy of the property during the **coverage agreement period** and;

(5) The amount of **your** claimed loss.

(b) You shall also submit with the Proof of Loss:

(1) The inventory referred to in **K.6**.

(2) The records specified in **K.7.** and **K.8**;

(3) Specifications for any damaged buildings and;

(4) Detailed estimates for the repair of any damages.

11. Cooperate with **us** in the investigation and adjustment of the loss.

L. Appraisal

1. If **you** fail to agree with **us** on the amount of a loss, either party may demand that the disputed amount be submitted for appraisal. A demand for appraisal will be made in writing within sixty (60) days after **our** receipt of proof of loss. Each party will then choose a competent and disinterested appraiser. Each party will notify the other of the identity of its appraiser within thirty (30) days of the written demand for
appraisal.

2. The two appraisers will choose a competent and disinterested umpire. If the appraisers are unable to agree on an umpire within fifteen (15) days, **you** or **we** may petition a judge of a court of record in the state where the **covered loss** happened, to select an umpire.

3. The appraisers will then set the amount of the loss. If the appraisers submit a written report of an agreement to **you** and **us,** the amount they agree on will be the amount of **our** payment for the loss. If the appraisers fail to agree within a reasonable time, they will submit their differences to the umpire. Written agreement signed by any two of these three will set the amount of loss.

4. Each appraiser will be paid by the party that selects him or her. Other expenses of the appraisal and compensation of the umpire will be paid equally by **you** and **us.**

M. **Our** Options

At **our** option, **we** will repair, rebuild or replace damaged **covered property** with other property of like kind and quality within a reasonable period of time. If **we** elect to repair or replace the **covered property**, **we** will notify **you** of that decision within sixty (60) days of **our** receipt of **your** proof of loss. **We** will, at **our** option, take title to all or any part of the damaged or destroyed property at the agreed or appraised value.

N. Right to Adjust with Owner

1. **Covered losses** will be adjusted with **you** except as provided in Condition **S.** Mortgage Holders.
2. If a claim is made for damage to **covered property** of others that **you** hold **we** will have the right to adjust that loss or damage with the owners of that property. **Our** payment to the owners will fully satisfy any claim of **yours** for damage to that property.

O. Collection from Others

Payment to **you** for a **covered loss** will be reduced to the extent **you** have collected that loss from others.

P. Payment of Loss

We will pay the **covered loss** within thirty (30) days after **we** receive and accept the signed, sworn Proof of Loss, if:

1. **You** have complied with all the terms of this Coverage Agreement;
2. **We** have reached agreement with **you** on the amount of **covered loss,** or
3. An appraisal award is made as provided for in Condition **L**. Appraisal.

Q. Recovered Property

If either **you** or **we** recover any **covered property** after **we** have paid for its loss, that party must give the other prompt written notice of the recovery. If **we** recover the **covered property, we** will return it to **you,** if **you** so request. **You** must then return the amount **we** paid to **you** for it.

If **you** recover the **covered property, you** may either keep it or surrender it to **us.** If **you** choose to keep it, **you** must return the amount **we** paid to **you** for it.

R. Pair, Set or Parts

In the event of a **covered loss** to an article that is part of a pair or set, **our** payment for that loss will be:

1. The cost to repair or replace any part to restore the pair or set to its value before the **covered loss;** or
2. The difference between the value of the pair or set before and after the **covered loss.**

In no event will the loss of part of a pair or set be regarded as a total loss of the pair or set. When **covered property** consists of several parts, **we** will pay only for the lost or damaged part.

S. Mortgage Holders

1. **We** will pay for **covered loss** to buildings or structures to each mortgage holder shown on the Schedule of Mortgage Holders or Loss Payees, as their interests may appear.
2. A mortgage holder has the right to receive loss payment even if the mortgage holder has started foreclosure or similar action on the building or structure.
3. If **we** deny **your** claim because of **your** acts or because **you** have failed to comply with the terms of this Coverage Agreement, the mortgage holder will still have the right to receive loss payment, up to the amount of their insurable interest, but in no event more than the applicable **limit of liability**, if the mortgage holder:

(a) Pays any premium due under this Coverage Agreement at **our** request;
(b) Submits a signed, sworn proof of loss within sixty (60) days after receiving notice from **us** of **your** failure to do so; and,
(c) Has notified **us** of any change in ownership, occupancy, or substantial change in risk known to the mortgage holder. All terms and conditions of this Coverage Agreement will then apply directly to the mortgage holder.

4. If **we** pay the mortgage holder for any **covered loss** and deny payment to **you** because **you** have failed to comply with the terms of this Coverage Agreement:

(a) The mortgage holder's rights under the mortgage will be transferred to **us** to the extent of the amount **we** pay; and

(b) The mortgage holder's right to recover the full amount of the mortgage claim will not be impaired.

In the event of a **covered loss, we** will, at **our** option, pay the mortgage holder the whole principal of **your** mortgage plus any accrued interest. In that event, **your** mortgage and note will be transferred to **us,** and **you** will pay **your** remaining mortgage debt to **us.**

5. If **we** cancel or non-renew this Coverage Agreement, **we** will give the mortgage holder the same notice **we** give to **you.**

6. The term "mortgage holder" includes trustees.

T. Loss Payee

In the event of a **covered loss** to property in which both **you** and a loss payee have an insurable interest, **we** will:

1. Adjust the **covered loss** with **you;** and,

2. Make payment for the **covered loss** to **you** and the loss payee jointly, as their interests may appear.

U. Inspection

1. During the period of this Coverage Agreement, **we** will be permitted, but not obligated, to inspect the **covered property.** Neither **our** right to make inspections, nor making them, nor any report of them, will imply for **you** or others, nor constitute an undertaking, that the **covered property** is safe, healthful, or in compliance with laws, regulations, codes or standards.

2. This condition does not apply to any inspections, surveys, reports or recommendations **we** may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

We will have no liability to **you** or others because of any inspection or failure to inspect.

SECTION VII - EXTENSIONS OF COVERAGE

If marked with an "**X**" in the DECLARATIONS, **we** will not pay more than **our** proportion of the applicable **limit of liability** shown on the Property and Inland Marine Coverage Part Declaration for the following EXTENSIONS OF COVERAGE:

Subject to all terms and conditions of this agreement, the coverage provided by this agreement is extended to apply to a **covered loss** as follows:

A. Accounts Receivable

1. We will pay the following expenses directly resulting from a **covered loss** to **your** records of accounts receivable at a **covered location:**

(a) Amounts due **you** from customers that **you** are unable to collect;

(b) Interest charges on any loan to offset amounts **you** are unable to collect, pending **our** payment of those amounts;

(c) Collection expense above **your** normal collection expense; and,

(d) Reasonable expenses **you** incur to re-establish **your** records of accounts receivable.

2. Amount of Loss

(a) If **you** are unable to accurately determine the amount of outstanding accounts receivable at the time of loss, **our** payment will be calculated in the following manner:

(1) Your average monthly accounts receivable amount, based on the twelve (12) months preceding the loss, adjusted for normal fluctuations in the month in which the loss occurs, or for any demonstrated variance for that month.

(b) The following will be deducted from the total amount of accounts receivable, regardless of the method used to determine that amount:

(1) Balances for accounts not damaged or affected by the loss;

(2) Amounts of accounts **you** are able to re-establish and collect;

(3) An allowance for bad debts **you** are not normally able to collect.

(4) All unearned interest and service charges.

3. For the purposes of this extension, the following additional exclusions apply and **we** will not pay for:

(a) Any loss that requires an audit or inventory to establish its existence;

(b) Any fraudulent, dishonest or criminal act done by:

(1) Anyone entrusted with the **covered property,** including their employees and agents; or

(2) Anyone having an interest in the **covered property.**

This exclusion does not apply to the acts of a carrier for hire;

(c) Bookkeeping, accounting, or billing errors or omissions;

(d) Wrongful alteration, falsification, manipulation, concealment, destruction, or disposal of records of accounts receivable, committed to conceal the wrongful giving, taking, getting, or withholding of money, securities, or other property; or

(e) Taxes or Bond revenue.

4. For the purposes of this extension, the following additional conditions apply:

(a) When **you** are not open for business, or when **you** are not actually using them, all records of accounts receivable are to be kept in appropriate, fire-resistant receptacles.

(b) When records of accounts receivable have been damaged or destroyed, **you** must use all reasonable efforts, including legal action if necessary, to obtain collection of any outstanding accounts receivable, and **we** will pay such costs and expenses of obtaining collection to the extent they reduce **your** loss.

(c) When records of accounts receivable have been damaged or destroyed, **you** will use any property or service owned or controlled by **you** or obtainable from other sources in order to reduce **your** loss.

B. Animals

We will pay for all owned animals killed in a **covered loss** at a **covered location. We** will also pay for the in-line of duty death of a certified police canine or horse owned by **you**.

Your deductible for this extension is the lower of $500 or the amount shown in the Declarations.

No veterinary costs are included in this extension.

C. Buildings Under Construction

We will pay for any one **occurrence** for insured physical loss or damage to **your** buildings that are under construction. **Your** schedule must indicate any ongoing or intended construction projects.

Buildings Under Construction include:

1. New buildings being erected at a **covered location;**

2. Additions to any buildings already covered under this agreement; or

3. Renovations to any buildings included in the schedule.

4. New buildings being erected at sites other than a **covered location,** subject to final contract value any one construction project limit of $25,000,000.

D. Debris Removal Expense:

1. **We** will pay for the expense to remove the debris from a **covered loss** at a **covered location. We** will only pay these expenses if **we** receive immediate written notice of the **covered loss** and if these expenses are reported to **us** in writing within one hundred and eighty (180) days of the date of the **covered loss** or the end of the **coverage agreement period,** whichever is earlier.

2. **We** will pay for expenses to remove from **covered locations** storm blown debris of property not covered by this Coverage Agreement, excluding trees, timber, shrubs, or landscaping originating from **your** location(s).

3. Debris removal expense does not include any costs to clean up or remove:

(a) **pollutants;**

(b) asbestos; or

(c) debris in or on easements, right-of-ways, streets, roads, water or beaches that are not **covered locations.**

E. Demolition Cost, Operation of Building Laws and Increased Construction Cost:

1. In the event of a **covered loss, we** will pay:

(a) Demolition Cost:

The cost incurred to demolish all or part of **your covered Real Property,** including the cost to clear the site, if any law or ordinance that exists at the time of loss requires such demolition.

(b) Operation of Building Laws:

The cost **you** incur to rebuild at the same location any undamaged part of **your Real Property,** which is required by law to be demolished after a **covered loss. We** will only pay the costs to satisfy the minimum requirements of the applicable law or ordinance that exist at the time of the loss.

(c) **Increased Construction Cost:**

The increased cost **you** incur for materials and labor required to rebuild the damaged portion of **your Real Property** at the same location and in a manner that satisfies the minimum requirements of the applicable law or ordinance existing at the time of the loss.

(d) **We** will not pay for any:

(1) Of these costs unless they are incurred within two (2) years from the date of loss.

(2) Loss due to any law or ordinance that:

(i) **You** were required to comply with before the loss, even if the building was undamaged; and

(ii) **You** failed to comply with.

(3) Cost of demolition, abatement, removal, cleanup, debris removal, repair, monitoring or testing, increased cost of repair or other cost resulting from enforcement of any such law or ordinance which relates to **pollution.**

F. Duty to Defend

We will defend that part of any suit against **you** involving personal property of others when all of the following conditions exist:

1. The suit seeks payment for physical loss or damage to the **personal property** of others; and

2. The physical loss or damage is caused by a **peril insured against;** and

3. The physical loss or damage takes place while the **personal property** of others is in **your** custody; and

4. The personal property of others is the type of property covered by this **Coverage Agreement.**

We will do so even if such suit is groundless, false, or fraudulent, but **we** may, without prejudice, make such investigation, negotiation and settlement of any claim or suit, as **we** deem appropriate.

G. Errors and Omissions

It is a material requirement of this agreement that the Covered Party accurately report the values of the property for which it seeks coverage at the locations within the Coverage Agreement territory where that property is located. Subject to this requirement, **we** will not preclude coverage for damage at a particular location where the Covered Party or its producer made an error or unintentional omission:

1. In the description or location of item(s) of property in the most recent **Schedule of DECLARATIONS** or documentation submitted to and accepted by **us,** provided that the item is the type covered under the Coverage Agreement and the error or omission is not greater than the limit set forth in the Declarations.

2. In the **Schedule of DECLARATIONS** so that the report omitted a location owned or occupied by the Named Covered Party at the inception date.

Any such error or unintentional omission shall be reported promptly on discovery and additional premium paid from Coverage Agreement inception. The limit shown in the Declarations is the maximum amount of indemnity for any occurrence. This coverage does not apply to inland marine, automobile or if coverage is found in whole or in part elsewhere in this agreement.

H. Expediting Expenses:

1. **We** will pay, in the event of a **covered loss,** for the reasonable extra costs of temporary repair to **covered property** or of expediting the permanent repair or replacement of that property, whichever is less. These expenses include overtime wages and extra costs for rapid means of transportation.

2. **We** will not pay for temporary rental of property or temporary replacement of damaged property.

I. Fire Department Charges:

We will pay charges **you** incur when an outside fire department is called to save or protect **covered property** from a **covered loss.**

J. Fungus Cleanup Expense:

1. This limited coverage applies only when the **fungus,** wet or dry rot, or bacteria is the result of one or more of the following causes that occurs during the coverage agreement period and only if all reasonable means were used to save and preserve the property from further damage at the time of and after that **occurrence,** and only if any loss resulting from the following is reported to **us** within 60 days of the **occurrence.**

(a) A covered loss other than fire or lightning; or

(b) Flood, if the Flood Coverage endorsement PGIT MN-107 applies to the affected premises.

2. Under conditions described in **1**. above, **we** will pay for loss or damage by **fungus,** wet or dry rot, or bacteria. As used in this coverage, the term damage means:

(a) Direct physical loss or damage to covered property caused by **fungus,** wet or dry rot, or bacteria, including the cost of removal of **fungus,** wet or dry rot, or bacteria;

(b) The cost to tear out and replace any part of the building or other covered property as needed to gain access to the **fungus,** wet or dry rot, or bacteria; and

(c) The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that **fungus,** wet or dry rot, or bacteria are present.

3. Regardless of the number of claims, the limit shown in the Declarations is the most **we** will pay for the total of all loss or damage arising out of all occurrences which take place during the Coverage

Agreement Period. **We** will not pay more than this amount even if the **fungus,** wet or dry rot, or bacteria continues to be present or active, or recurs, in a later Coverage Agreement Period.

4. The coverage provided under this part does not extend the available coverage at a location beyond the amount scheduled for that location.

5. **Fungus** Cleanup expense does not include any costs to clean up or remove **pollutants.**

6. **Fungus** Cleanup expense will be considered part of the original occurrence, and no separate deductible will apply.

K. Lawns, Plants, Trees or Shrubs:

We will pay for a **covered loss** to lawns, plants, trees and shrubs at a **covered location** from a **specified peril,** excluding loss or damage caused by freezing, disease, insects, animals, vermin or drought.

We will not pay more than the lesser of the following:

1. The applicable **limit of liability** shown on the Extension of Coverages Property part on the DECLARATIONS; or

2. The amount of the total value of the building and contents at that **covered location.**

L. Leasehold Interest:

We will pay for loss of covered leasehold interest **you** sustain due to the cancellation of **your** lease. The cancellation must result from a **covered loss** to a **covered location.** Covered leasehold interest means the following:

The difference between:

1. The rent **you** pay at the described premises including taxes, insurance, janitorial or other service that **you** pay for as part of the rent; and
2. The rental value of the described premises that **you** lease.

The most **we** will pay for loss because of the cancellation of any one lease is **your** covered leasehold interest at the time of loss. **Your** covered leasehold interest decreases automatically each month. A proportionate share applies for any period of time less than a month.

N. New Locations:

New Locations are covered for coverages marked with an "**X**" in **Section I.B.** Coverages of PGIT MN-104 Property and Inland Marine Coverage Form and coverages provided by endorsement for the first sixty (60) days after the date of acquisition. During that period, the **covered party** shall submit to **us** a written report stating the location, occupancy, the full **replacement cost,** including Loss of Business Income and any other Time Element Values for the location, and other coverage in force at that location. If **we** do not receive and accept that report within sixty (60) days the coverage for that Location shall cease at the end of the coverage period stated above.

Property newly constructed by the **covered party** during the **coverage agreement period** does not qualify under this paragraph unless the construction project complied with the terms of Extension of Coverage Item **C.**

Upon notification to and acceptance by **us** any **New Location,** the same limits will apply as though the location had been acquired and disclosed prior to Coverage Agreement inception. **We** shall be permitted but not obligated to inspect the **New Location.** During the current Coverage Agreement period, **we** will not charge an additional premium for new locations if the location is acquired after the inception date of the Coverage Agreement. If the newly added location was owned or acquired prior to the inception date of the Coverage Agreement then premium is due at the time the location is added.

O. Personal Property of Employees:

1. **We** will pay for loss by a **peril insured against** to the **Personal Property** (other than automobiles) of **your** employees when such property is at a **covered location** or being used by the employee in the course of employment.

2. **We** will not pay for any loss to such property that occurs at the employee's residence.

With respects to this extension, volunteers are not considered employees and there is no coverage for **Personal Property** of volunteers.

P. Pollution Cleanup Expense:

1. **We** will pay to remove **pollutants** from **covered property** at a **covered location** if the **pollution** results from a **specified peril.**

2. If **pollution** results from a **peril insured against, we** will pay:

(a) To remove **pollutants** from land, soil, surface or ground water upon, within, beneath or comprising a **covered location;** or,

(b) For testing performed in the course of extracting the **pollutants** from **covered locations.**

We will pay for removal or testing after a **covered loss** that occurs during the **coverage agreement period.**

We will only pay these expenses if **we** receive immediate written notice of the **covered loss** and if these expenses are reported to **us** in writing within one hundred and eighty (180) days of the date of the **covered** loss or the end of the **coverage agreement period,** whichever is earlier.

Q. Professional Fees:

1. **We** will pay for the reasonable costs **you** incur, for auditors and accountants who undertake to accurately determine the details of **your** business in order to determine the extent of a **covered loss.**

2. Professional fees do not include:

(a) any fees or expenses of attorneys;

(b) any fees or expenses of public adjusters or any of their subsidiaries or associated entities;

(c) fees based on a contingency; or

(d) the cost of **your** own employees.

R. Recertification of Equipment

We will pay the necessary costs or expenses **you** incur to recertify portable fire fighting, ambulance or rescue -related scheduled **inland marine you** own, when such equipment is damaged in a **covered loss.**

S. Service Interruption Coverage

In the event a cause of loss of the type covered hereunder directly causes damage to off-premises utility and power stations, substations, transformer or switching or pumping stations (including off-premises poles, towers, but excluding overhead transmission and distribution lines), **we** will pay for damage to **covered property** at a **covered location** directly resulting from interruption of electricity, steam, water, natural gas or refrigeration.

However, **we** will not pay for any direct physical loss due to any interruption of service from a satellite, regardless of cause.

T. Transit

We will pay for loss to **your** covered **personal property** or **inland marine** while in transit, including **your** covered **personal property** in the custody of messengers or salespeople

U. Vehicles as Scheduled Property

We will pay for loss to **your** vehicles, when damaged by a **covered loss,** regardless of the location. The Named Storm deductible from PGIT MN-122 applies per vehicle rather than per location.

V. Preservation of Property

In the event of any actual or imminent physical loss or physical damage of the type insured against by the Coverage Agreement, the cost or expenses incurred in taking reasonable and necessary measures for the temporary protection and/or preservation of property insured shall be added to the total physical loss and/or physical damage amount otherwise payable under the Coverage Agreement but without increasing the applicable limits or sublimits of liability stated in the Coverage Agreement. There must be an actual physical loss to the building or structure at the scheduled location in order for this coverage to apply.

W. Property at Miscellaneous Unnamed Locations

We will pay for a **covered loss** to **property at miscellaneous unnamed locations** that were unintentionally omitted from the most recent **Schedule of the DECLARATIONS** subject to the limit shown on the Declarations. The limit shown in the Declarations is the maximum amount of indemnity for any one occurrence. This coverage does not apply to inland marine, automobile or if coverage is found in whole or in part elsewhere in this agreement. Any such error or unintentional omission shall be reported promptly on discovery and additional premium paid from Coverage Agreement Inception.

X. Your Loss of Business Income

a. We will pay for the actual loss of Business Income **you** sustain due to the necessary suspension of **your** operations during the period of restoration. The suspension must be caused by:

(1) direct physical loss or damage to property at premises which are described in the DECLARATIONS; or

(2) action of civil authority that prohibits access to the described premises due to direct physical loss of or damage to property, other than at the described premises but within one statute mile thereof, beginning 72 hours after the time of that action, and for a period not to exceed fourteen (14) consecutive days from the date of the action.

(3) physical prevention of ingress to or egress from a **covered location** due to direct physical loss of or damage to property, other than at the described premises but within one statute mile thereof, beginning 72 hours after the time of that action, and for a period not to exceed (14) consecutive days from the date of the action.

and for which a **Business Income** Limit of Coverage is shown in the DECLARATIONS. The loss or damage must be caused by or result from a **peril insured against.**

b. With respect to the requirements set forth in the preceding paragraph, if **you** occupy only part of the site at which the described premises are located, **your** premises means:

(1) The portion of the building which **you** rent, lease, or occupy; and

(2) Any area within the building or on the site at which the described premises are located, if that area services, or is used to gain access to, the described premises.

c. In determining the actual **loss** of **business income,** consideration must be given to:

(1) The experience of the business before the loss and the probable experience after the loss;

(2) The continuation of only those normal charges and expenses that would have been incurred had no interruption of production or suspension of business operations or services happened;

(3) The demonstration of an actual loss of sales or income; and

(4) Any amount recovered under property damage coverages at selling price for loss or damage to merchandise will be considered to have been sold to **your** regular customers.

d. We will not pay unless **you** are wholly or partially prevented from:

(1) producing goods; or

(2) continuing business operations or services.

e. You are required to mitigate **your** loss by:

(1) Making up lost production within a reasonable period of time not limited to the **period of restoration.**

(2) Continuing business operations or services during the **period of restoration.**

(3) Using any property or service:
(i) owned or controlled by **you;** or
(ii) obtainable from any other sources.

(4) Working extra time or overtime.

(5) Using inventory.

We will not pay for any loss to the extent it can be reduced through these or any other means whether at a **covered location** or any other location.

f. **We** will not pay for:

(1) Any loss during any idle period. Idle period includes but is not limited to any period when production, operation or service would cease or be prevented due to:

(i) physical damage not covered under this Coverage Agreement on or away from the **covered location;**
(ii) planned or rescheduled shutdown or maintenance;
(iii) strikes or other work stoppage;
(iv) any reason other than a **covered loss.**

(2) Any increase in loss due to:

(i) suspension, cancellation or lapse of any lease, contract, license, or order.
(ii) fines or damage for breach of contract for late or non-completion of orders, or for penalties of any nature.

(3) Any consequential, indirect, or remote loss.

(4) Any loss resulting from damage to:

(i) finished goods manufactured by **you;** nor for the time required for their reproduction.
(ii) property in transit.

(5) Any loss or expense recoverable elsewhere in this Coverage Agreement.

g. The most **we** will pay for a loss under this coverage is the lesser of:

(1) **Your** actual **loss** of **business income** and **necessary expense;** or

(2) The applicable **limit of liability** shown on the **Schedule of the DECLARATIONS.**

Y. Additional Expense

a. **We** will pay the actual and necessary Additional Expense **you** sustain due to:

(1) direct physical loss or damage to property at premises which are described in the DECLARATIONS; or

(2) action of civil authority that prohibits access to the described premises due to direct physical loss of or damage to property, other than at the described premises but within one statute mile thereof, for a period not to exceed fourteen (14) consecutive days from the date of the action.

and for which an **Additional Expense** Limit of Coverage is shown in the DECLARATIONS. The loss or damage must be caused by or result from a **peril insured against.**

b. With respect to the requirements set forth in the preceding paragraph, if **you** occupy only part of the site at which the described premises are located, **your** premises means:

(1) The portion of the building which **you** rent, lease, or occupy; and

(2) Any area within the building or on the site at which the described premises are located, if that area services, or is used to gain access to, the described premises.

c. **We** will also pay **Additional Expense** to repair or replace property, but only to the extent it reduces the amount of loss that otherwise would have been payable under this Coverage Form.

d. Coverage for **Additional Expense** does not apply when action is taken to avoid or minimize a suspension of operations caused by destruction or corruption of electronic **data,** or any loss or damage to electronic **data.**

e. **We** will not pay for:

(1) Loss of **Business Income**

(2) Costs which would have been incurred in conducting **your** business during the same period had no **covered loss** happened.

(3) The cost of permanent repair or replacement of property that has been damaged or destroyed.

(4) Any loss during any idle period. Idle period includes but is not limited to any period when production, operation or service would cease or be prevented due to:

(i) physical damage not covered under this Coverage Agreement on or away from the **covered location;**

(ii) planned or rescheduled shutdown or Maintenance;

(iii) strikes or other work stoppage;

(iv) any reason other than a **covered loss.**

(5) Any increase in loss due to:

(i) suspension, cancellation or lapse of any lease, contract, license, or order.

(ii) fines or damage for breach of contract for late or non-completion of orders, or for penalties of any nature.

(6) Any consequential, indirect, or remote loss.

(7) Any loss resulting from damage to:

(i) finished goods manufactured by **you;** nor for the time required for their reproduction.

(ii) property in transit.

(8) Any loss or expense recoverable elsewhere in this Coverage Agreement.

f. The most **we** will pay for a loss under this coverage is the lesser of:

(1) Your actual **Additional Expense;** or

(2) The applicable **limit of liability** shown on the **Schedule of the DECLARATIONS.**

SECTION VIII - DEFINITIONS

A. Accident means a fortuitous event that causes direct physical damage to **covered equipment.** The event must be one of the following

1. Mechanical breakdown, including rupture or bursting caused by centrifugal force;

2. Artificially generated electric current, including electrical arcing, that damages electrical devices, appliances or wires;

3. Explosion, other than combustion explosion, of steam boilers, steam piping, steam engines or steam turbines;

4. An event inside steam boilers, steam pipes, steam engines or steam turbines that damages such equipment;

5. An event inside hot water boilers or other heating equipment that damages such equipment; or

6. Bursting, cracking or splitting.

B. Actual cash value means **replacement cost** less deduction for depreciation.

C. Additional Expense means necessary expenses **you** incur during the **period of restoration** that **you** would not have incurred if there had been no direct physical loss or damage to property. Coverage pertains to expenses (other than the expense to repair or replace property) which are incurred to:

1. Avoid or minimize the suspension of business and to continue operations at the described premises or at replacement premises or temporary locations, including relocation expenses and costs to equip and operate the replacement location or temporary location.

2. Minimize the suspension of business if **you** cannot continue operations.

D. Business income means:

1. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred; and;

2. Continuing normal operating expenses incurred, including payroll.

E. Coverage agreement period means the time during which coverage is provided by this Coverage Agreement.

F. **Covered Equipment** means the following unless specified otherwise in an endorsement to this Coverage Agreement:

1. Equipment at a **covered location** that generates, transmits or utilizes energy including electronic communications and **electronic data processing equipment.**

2. Equipment at a **covered location** which, during normal usage, operates under vacuum or pressure, other than the weight of its contents.

G. **Covered location** means those locations shown on the **Schedule of the DECLARATIONS** or on the Schedule of any endorsement to this Coverage Agreement.

H. **Covered loss** or **loss** means a loss to **covered property** at a **covered location** resulting from a **peril insured against** by this Coverage Agreement.

I. **Covered property** means property covered by this Coverage Agreement.

J. **Data** means any information recorded on **media** and used in **your** processing operations.

K. **Earth movement,** whether natural or man-made, includes but is not limited to:

1. Earthquake;
2. Landslide;
3. Mudflow; or
4. Sinking, rising or shifting of the earth.

L. **Effective Date** means the day and time at which the coverage provided by this Coverage Agreement begins.

M. **Flood** means: rising waters; waves; tide or tidal water; the release of water; the rising, overflowing or breaking of boundaries of natural or man-made bodies of water; or the spray therefrom, surface waters or sewer backup resulting from any of the foregoing; regardless of any other cause or event contributing concurrently or in any other sequence of loss. However, the following are not considered to be loss by **Flood** within the terms and conditions of this Coverage Agreement:

1. physical damage by fire, explosion or sprinkler leakage resulting from **Flood**
2. physical damage by wind driven water and/or storm surge associated with or occurring in conjunction with a **Named Storm**

N. **Fungus** means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents, or by-products produced or released by fungi.

O. **Inland Marine** means scheduled:

1. **Communications Equipment - your** stationary or portable communications equipment while at **your covered location** or away from **your covered location** during authorized use.

2. **Contractor's/Mobile Equipment - your** stationary or portable machinery and tools while at **your covered location** or away from **your covered location** during authorized use.

3. **Electronic Data Processing Equipment - your** programmable electronic equipment that is used to store, retrieve and process **data,** as well as associated peripheral equipment that provides communication including input and output functions such as printing, or auxiliary functions such as **data** transmission.

4. **Emergency Service Portable Equipment - your** portable fire fighting, ambulance or rescue related equipment, excluding aircraft and **watercraft.**

5. **Fine Arts - your** art, sculptures, rarities, or antiquities, owned by **you** or in **your** care, custody and control.

6. **Other Inland Marine - your** outdoor radio or television antennas, streetlights, traffic control lights and signs, flagpoles, outdoor signs, markers, fire hydrants, parking meters, fences (excluding guardrails) and other portable equipment not otherwise classified.
7. **Rented, Borrowed or Leased Equipment** - items in **your** care, custody or control that **you** assume responsibility for through a formal arrangement.
8. **Valuable Papers - your** books of account, manuscripts, abstracts, drawings, card index systems, film, tape, disc, drum, cell or other **data** processing, or recording or storage media. **We** will pay for the cost of research, up to the scheduled limit, due to a loss of valuable papers caused by a covered cause of loss.
9. **Watercraft - your** owned scheduled vessels, not exceeding 25 feet in length, designed for operation in or on any waterway, for **Specified Perils** only, excluding collision with another object.
10. **Blanket Unscheduled Inland Marine - your** unscheduled inland marine as defined in items 1 through 8 above subject to a maximum any one item of $25,000.

P. Limits of liability means the maximum amount **we** will pay for a **covered loss.**

Q. Media means the medium on which **data** or **software** is stored, such as: magnetic tape, perforated paper tape, punch cards, discs, drums, and other storage devices used in **your electronic data processing equipment.**

R. Named Storm means the direct action of wind, including wind driven water and storm surge when associated with or occurring in conjunction with a storm or weather disturbance which is named by the National Weather Bureau, National Hurricane Center, or any other recognized meteorological authority. All **Named Storm** events that occur within a continuous seventy-two (72) hour period will be considered a single **occurrence.**

S. Necessary expenses means expenses in excess of normal operating expenses, **you** incur in reducing your loss of **business income. We** will not pay more than **we** would pay if **you** had been unable to make up lost production or continue operations or services.

T. New locations means:

1. **Real Property you** purchase or rent including **Personal Property** at that location;
2. **Real Property you** begin to build; or
3. **Inland Marine you** purchase.

after the **effective date** of this Coverage Agreement.

U. Occurrence means a sudden, identifiable, fortuitous event that result in a **covered loss** or series of events directly resulting from a **covered loss.**

V. Over the road coverage means while vehicle is being driven or is in the course of traveling from one location to another.

W. Peril(s) insured against means risk of direct physical loss or damage from any cause except as excluded within the Coverage Agreement.

X. Period of restoration means:

1. For buildings and equipment, the period of time which:
   (a) starts at the time of a **covered loss** and,
   (b) ends when using reasonable speed, the building and equipment could be:
      (1) repaired or replaced; and
      (2) made ready for operations;

   under the same or equivalent physical and operating conditions that existed prior to the damage.

(c) For buildings under construction:

(1) We will apply the time period defined in **1**. above to the level of business that would have been reasonably achieved after construction and start-up would have been completed had no physical damage happened; and

(2) We will give consideration to the actual experience of the business after completion of the construction and start-up.

2. For stock in-process and mercantile stock, including finished goods not manufactured by **you,** the time required using reasonable speed:

(a) To restore stock in process to the same state of manufacture which existed at the beginning of the interruption of production or suspension of business operations or services; and

(b) To replace physically damaged mercantile stock.

3. For raw materials and supplies, the period of time:

(a) Of actual interruption of production or suspension of operation or services which resulted from **your** inability to get suitable replacement raw materials and supplies to replace similar ones damaged; but

(b) Limited to that period for which the damaged raw materials and supplies would have satisfied operating needs.

4. The time required using reasonable speed to copy physically damaged or exposed film, records, manuscripts and drawings from backup or from originals of a previous generation. This time does not include research, engineering or any other time necessary to restore or recreate lost information.

5. The time required using reasonable speed to restore the physically damaged or destroyed **data,** programs, or other **software** from backup. This time does not include research engineering or any other time necessary to restore or recreate lost information.

The period of restoration does not include any additional time due to **your** inability to resume operations for any reason, including but not limited to:

(a) Making changes to equipment.

(b) Making changes to the buildings, or structures, except as provided in the Demolition Cost, Operation of Building Laws and Increased Construction Cost provision if coverage is shown on form in Section VII Extensions of Coverage included in this Coverage Agreement.

(c) Restaffing or retraining employees.

(d) Any law or ordinance that requires testing, monitoring, clean up, removal, decontamination, treatment, detoxification or neutralization of, or any other response to **pollution** or **pollutants.**

The expiration of this Coverage Agreement will not terminate the period of restoration. The period of restoration will not exceed 24 months from the date of loss and will not be limited by the expiration of this Coverage Agreement

Y. Personal property means:

1. Personal Property **you** own;

2. Improvements and betterments **you** have made in buildings **you** do not own;

3. Your legal liability to the owner of Personal Property in **your** custody for physical damages to that property resulting from **a covered peril** under this Coverage Agreement.

Z. Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including, but not limited to, fiber, smoke, vapor, soot, fumes, acids, alkalis, chemicals, biological, organic or bacterial agents and waste. "Waste" includes, but is not limited to, materials to be recycled, reconditioned or reclaimed. However, **pollutants** does not include ammonia or asbestos.

AA. Pollution means the presence, discharge, dispersal, seepage, migration, release or escape of any **pollutants.**

BB. Property in the open means:

1. Fixtures, including outdoor fixtures
2. Permanently installed outdoor machinery and equipment
3. Outdoor furniture
4. Outdoor open-air pavilions
5. Permanently installed outdoor recreational courts, nets, goals, bleachers, benches, and playground equipment.
6. Property in the open does not include buildings, structures, or real property within 1,000 feet of (1) property on the Schedule of the DECLARATIONS; or (2) shown on the statement of values that **you** provide **us,** the function of which is unrelated to or not incidental to the normal operation of (1) property on the Schedule of the DECLARATIONS; or (2) shown on the statement of values that **you** provide **us.**

CC. Real Property means buildings and any other above ground structure, including:

1. Attached additions, extensions, permanent fitting or fixtures; and
2. Machinery and equipment used to service the buildings;
3. Yard fixtures.
4. **Real Property** does not include guardrails or traffic barriers.

DD. Replacement cost means the cost to replace **covered property:**

1. With new materials of like kind and quality and used for the same purpose; and
2. At the location where the loss happened.

But **replacement cost** excludes any increased cost of repair or reconstruction by reason of any law or ordinance regulating construction, repair, or use.

EE. Schedule of the DECLARATIONS is the schedule of values reported to and on file with **us,** or attached to this Agreement, and the limits and sub-limits shown in the DECLARATIONS.

FF. Sinkhole collapse means loss to **covered property** resulting from the sudden sinking or collapse of any land into naturally occurring underground empty spaces created by the action of water on limestone or similar rock formations. Coverage for **sinkhole collapse** does not include the cost of filling sinkholes.

GG. Software means programs stored on **media** that instruct **electronic data processing equipment** how to process **data.**

HH. Specified perils means direct physical loss or damage caused by or resulting from:

1. Fire;
2. Lightning;
3. Aircraft;
4. Explosion, except for **Watercraft** while in the water;
5. Riot;
6. Civil commotion;
7. Smoke;
8. Vehicles;
9. Windstorm or hail to property contained in any building;
10. Malicious mischief;
11. Leakage or accidental discharge from automatic fire protection system;
12. Collapse, except for underground pipes and for **Watercraft** while in the water; or
13. Theft, except for **Watercraft** while in the water.

II. **Volcanic activity** means loss to **covered property** directly resulting from:

1. Airborne volcanic blast or shockwaves;

2. Ash, dust, or particulate matter all resulting from volcanic blast;

3. Lava flow. All **volcanic activity** resulting from eruptions occurring within any 168 hour period will constitute a single occurrence.

JJ. **We, us** and **our(s)** means the Trust issuing this agreement, as shown on the DECLARATIONS.

KK. **Wind** means the direct action of the movement of air at any velocity including any substance driven by the movement of the air.

LL. **You** and **your(s)** mean the named covered party shown on the DECLARATIONS

MM. **Property at Miscellaneous Unnamed Locations** means any unscheduled miscellaneous **real property** situated within the policy territory that does not have an official designated address and does not fit the definition of a **New Location** under the terms of this coverage agreement.

PUBLIC ENTITY PROPERTY

FLOOD COVERAGE

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.

This endorsement modifies coverage provided under the **PROPERTY AND INLAND MARINE COVERAGE FORM, PGIT MN-104:**

EXCLUSION F.3.

A. **We** will pay for direct physical loss to **covered property** caused by **flood**.

All **flood** losses within a continuous 72-hour period will be considered a single **occurrence.** The expiration of this agreement will not reduce this 72-hour period.

B. Limit of Liability

The following **limits of liability** do not increase any other applicable **limit of liability.**

1. The most **we** will pay for any one **occurrence** of **flood** loss in any one **coverage agreement period** within a state or at a Location shown on the Schedule of this endorsement will be our proportion of the limit of liability shown in the Schedule of this endorsement.

Schedule

State or location	Limit of Liability
FLORIDA	**See DECLARATIONS**
ALL OTHER STATES	**No Coverage**

2. The most **we** will pay for all **flood** losses during any one **coverage agreement period** is $100,000,000. This amount is the most we will pay for all aggregate claims for flood losses by all members of the trust. It is not a per member maximum.

C. FLOOD DEDUCTIBLE

$1,000 any one occurrence except;
Property designated as being within **Flood Zone A** or **Flood Zone V** (and prefixes and suffixes thereof) by the Federal Emergency Management Agency (FEMA), or within a 100 Year Flood Plain as designated by the United States Army Corps of Engineers, will have a Special Flood Deductible equal to all flood insurance available for such property under the National Flood Insurance Program, whether purchased or not or 5% of the Total Insured Value at each affected location, whichever is greater. If such property is not eligible for the National Flood Insurance Program because the community in which the property is located does not participate in the National Flood Insurance Program, the Special Flood Deductible will be $1,000,000 per insured location damaged in the flood occurrence or 5% of the Total Insured Value at each affected location whichever is greater.

In the event of a Flood both the Flood deductible and the Special Flood Deductible apply, then the Flood Deductible of $1,000 any one occurrence will apply to locations not designated within **Flood Zones A and V** (and prefixes and suffixes thereof), and the Special Flood Deductible will apply to locations within **Flood Zones A and V** (and prefixes and suffixes thereof).

D. ADDITIONAL DEFINITIONS

Flood Zone A

Property will be determined to be within a Flood Zone A if it is within an area designated as such on a FEMA Flood Insurance Rate Map or a Flood Hazard Boundary Map. Flood Zone A will include, but not be limited to, all of the sub-classification of AO, AH, AE, AR, A1 through A30 and A99, or any other sub-classification with the A prefix or designation.

Flood Zone V

Property will be determined to be within A Flood Zone V if it is within an area designated as such on a FEMA Flood Insurance Rate Map or a Flood Hazard Boundary Map. Flood Zone V will include, but not be limited to, all of the sub-classification of VO, VH, VE, VR, V1 through V30 and V99, or any other sub-classification with the V prefix or designation.

PUBLIC ENTITY

PROPERTY- EARTH MOVEMENT

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.

This endorsement modifies coverage provided under the **PROPERTY AND INLAND MARINE COVERAGE FORM, PGIT MN-104:**

EXCLUSION F.2.

A. **We** will pay for direct physical loss to **covered property** caused by sudden **earth movement.**

All earthquake shocks within a continuous 72-hour period will be considered a single **occurrence.** The expiration of this agreement will not reduce this 72-hour period.

B. Limit of Liability

The following **limits of liability** do not increase any other applicable **limit of liability.**

1. The most **we** will pay for any one occurrence for **earth movement** loss is shown in the DECLARATIONS.

2. The most we will pay for all **earth movement** losses during any one **coverage agreement period** is $100,000,000. This is the most we will pay for all aggregate claims for **earth movement** losses by all members of the Trust. It is not a per member maximum.

C. **Earth movement** coverage under this endorsement does not apply to any underground piping, wiring, sewers, or any other conduit.

PUBLIC ENTITY

SCHEDULE OF DEDUCTIBLES

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.

This endorsement modifies coverage provided under the **PROPERTY AND INLAND MARINE COVERAGE FORM, PGIT MN-104:**

A. Deductible(s)
Your deductibles for this agreement will be according to the terms of the following paragraphs, and information in the DECLARATIONS.

1. Unless shown differently on this form or any endorsement, **we** will not pay unless a **covered loss** from any one **occurrence** exceeds the amount shown on this form or any endorsement. **We** will then pay for the excess, up to any other applicable **limit of liability.** If a **covered loss** involves two or more deductibles, **we** will only use the largest of the applicable deductibles, except in respect to Flood, where both the Flood deductible and Special Flood deductible can apply to the same Flood event, or unless shown differently on this form or any endorsement.
2. **Earth Movement** Deductible
   a. **We** will not pay for an **earth movement** loss within a state or at a location shown on EARTH MOVEMENT COVERAGE form PGIT MN-109 unless the loss exceeds deductible shown on the Earth Movement Schedule of this endorsement. **We** will then pay the amount of loss in excess of the deductible, up to the applicable **limit of liability** in any one **occurrence.**
   b. A deductible of $10,000 per **occurrence** applies to **covered property** in transit.

Earth Movement Schedule

State or Location	Flat Deductible	Percentage Deductible
Florida	See DECLARATIONS	See DECLARATIONS

3. **Flood** Deductible
   a. **We** will not pay for a **flood** loss within a state or at a location shown on FLOOD COVERAGE form PGIT MN-107 until the loss exceeds the applicable deductible shown on the Flood Schedule of this endorsement. **We** will then pay the amount of loss in excess of the deductible, up to the applicable **limit of liability** in any one **occurrence**.
   b. A deductible of $10,000 per **occurrence** applies to **covered property** in transit.

Flood Schedule

State, Flood Zone, or Location	Flat Deductible
Florida	See DECLARATIONS and PGIT MN-107

4. **Named Storm** Deductible
   a. **We** will not pay for a **named storm** event loss until the loss exceeds deductible shown in the DECLARATIONS. **We** will then pay the amount of loss in excess of the deductible, up to the applicable **limit of liability** in any one **occurrence**.

b. A deductible of $10,000 per **occurrence** applies to **covered property** in transit.

c. Deductible applies per location, as defined by each itemized listing on the applicable schedule.

d. For any Blanket Coverage listed on the applicable Inland Marine Schedule, the Deductible shall be calculated based upon the Total Insured Value, not on the per item value. For individually scheduled inland marine items, the deductible is calculated based upon the scheduled value of the item.

e. **Loss** of **Business Income,** when not scheduled per location, will be added to the values of damaged locations pro-rata by the amount of actual **Loss** of **Business Income.**

Example:

5.0% Named Storm Deductible
$100,000 Loss of Business Income Limit

Location #1	Total Insured Value = $100,000
Location #2	Total Insured Value = $200,000
Location #3	Total Insured Value = $300,000
Location #4	Total Insured Value = $400,000

Assume a Named Storm caused the following covered loss:

Location #1	$ 0
Location #2	$20,000
Location #3	$ 5,000
Location #4	$25,000
Loss of Business Income	$10,000

The Loss of Business Income would be allocated 40% to Location #2, 10% to Location #3, and 50% to Location #4 yielding:

Location	Deductible	Adjusted Loss	Payable
#2	$10,000	$20,000 + $4,000 = $24,000	$14,000
#3	$15,000	$5,000 + $1,000 = $6,000	$ 0
#4	$20,000	$25,000 + $5,000 = $30,000	$10,000
TOTAL	$24,000		

PUBLIC ENTITY

EQUIPMENT BREAKDOWN PROTECTION COVERAGE FORM

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.

This endorsement modifies coverage provided under the **PROPERTY AND INLAND MARINE COVERAGE FORM, PGIT MN-104:**

Words and phrases that appear in quotation marks have special meaning. Refer to **F.** Equipment Breakdown Coverage Definitions. These definitions supersede those in PGIT MN-104 as regards this endorsement.

A. Equipment Breakdown Coverage Agreements

1. Equipment Breakdown – Covered Cause of Loss
Covered Cause of loss is a "Breakdown" to "**Covered Equipment.**"

2. Coverages Provided

Each of the following coverages is provided if either a limit or the word Included is shown for that coverage in the DECLARATIONS. If neither a limit nor the word Included is shown, then that coverage is not provided.

These coverages apply only to that portion of the loss or damage that is a direct result of a Covered Cause of Loss.

a. Property Damage

We will pay for direct damage to "**Covered Property**" located at the premises described in the DECLARATIONS.

b. Expediting Expenses

With respect to direct damage to "**Covered Property,**" **we** will pay for the extra cost **you** necessarily incur to:

(1) Make temporary repairs; and

(2) Expedite the permanent repairs or replacement of the damaged property.

c. Loss of **Business Income**

(1) The coverage as otherwise provided by **Section II – Coverages,** paragraph **B.** is extended to include loss caused by a Covered Cause of Loss, subject to the limit shown in the DECLARATIONS.

(2) If **you** have coverage for **Loss** of **Business Income** and:

(a) If a number of days is shown in the DECLARATIONS for Extended Period of Restoration Coverage, it will replace the five consecutive days in the definition of "**Period of Restoration."**

(b) If **you** have coverage for Ordinance or Law, then the "**Period of Restoration**" is extended to include the additional period of time required for demolition, removal, repair, remodeling or reconstruction.

d. Additional Expense

(1) The coverage as otherwise provided by **Section II – Coverages,** Item B.2 **Additional Expense** is extended to include loss caused by a Covered Cause of Loss, subject to the limit shown in the DECLARATIONS.

(2) If **you** have coverage for **Additional Expense** and:

(a) If a number of days is shown in the DECLARATIONS for Extended Period of Restoration Coverage, it will replace the five consecutive days in the definition of "**Period of Restoration.**"

(b) If **you** have coverage for Ordinance or Law, then the "**Period of Restoration**" is extended to include the additional period of time required for demolition, removal, repair, remodeling or

reconstruction.

e. Spoilage Damage

(1) **We** will pay for:

(a) **Your** loss of "perishable goods" due to spoilage;

(b) **Your** loss of "perishable goods" due to spoilage that is caused by or results from an interruption in utility services that is the direct result of a "breakdown" to "**covered equipment**" that is owned by a utility, landlord, or other supplier with whom **you** have a contract to provide **you** with any of the following services: electrical power, communications, waste disposal, air conditioning, refrigeration, heating, gas, air, water or steam. Coverage for such loss will begin 24 hours after the time the "breakdown" causes the interruption of the utility service; or

We will also pay any necessary expense **you** incur to reduce the amount of loss under this coverage. **We** will pay such expenses to the extent that they do not exceed the amount of loss that otherwise would have been payable under this coverage.

(2) If **you** are unable to replace the "perishable goods" before its anticipated sale, the amount of **our** payment will be determined on the basis of the sales price of the "perishable goods" at the time of the "breakdown", less discounts and expenses **you** otherwise would have had. Otherwise **our** payment will be determined in accordance with the Valuation provision of this Endorsement.

f. Utility Interruption

If **you** have coverage for **Loss** of **Business Income Additional Expense** that coverage is extended to include loss resulting from the interruption of utility services provided all of the following conditions are met:

(1) The interruption is the direct result of a "Breakdown" to "**Covered Equipment"** owned, operated or controlled by the local private or public utility or distributor that directly generates, transmits, distributes, or provides utility services which **you** receive;

(2) The "**Covered Equipment**" is used to supply electric power, communication services, air conditioning, heating, gas, sewer, water or steam to **your** premises; and

(3) The interruption of utility services to **your** premises lasts at least the consecutive period of time shown in the DECLARATIONS. Once this waiting period is met, coverage will commence at the initial time of the interruption and will be subject to all applicable deductibles.

g. Newly Acquired Premises

We will automatically provide coverage at newly acquired premises **you** have purchased or leased. This coverage begins at the time **you** acquire the property and continues for a period not exceeding 60 days, under the following conditions:

(1) **You** must inform us, in writing, of the newly acquired premises as soon as practicable;

(2) **You** agree to pay us an additional premium as determined by us;

(3) The coverage for these premises will be subject to the same terms, conditions, exclusions and limitations as other covered premises; and

(4) If the coverages and deductibles vary for existing premises, then the coverages for the newly acquired premises will be the broadest coverage and highest limits and deductible applicable to the existing premises.

h. Ordinance Or Law Coverage

The following applies despite the Ordinance or Law Exclusion and provided these increase in loss are necessitated by the enforcement of any laws or ordinances that are in force at the time of the "Breakdown" which regulate the demolition, construction, repair or use of the building or structure. With respect to the building or structure that was damaged as a result of the "Breakdown":

(1) **We** will pay for:

(a) The loss in value of the undamaged portion of the building or structure as a consequence of enforcement of an ordinance or law that requires the demolition of undamaged parts of the same building or structure;

(b) **Your** actual cost to demolish and clear the site of the undamaged parts of the same building or structure as a consequence of enforcement of an ordinance or law that requires the demolition

of such undamaged property; and

(c) The increased cost actually and necessarily expended to:

(i) Repair or reconstruct the damaged or destroyed portions of the building or structure; and

(ii) Reconstruct or remodel the undamaged portion of that building or structure with buildings or structures of like materials, height, floor area, and style for like occupancy, whether or not demolition is required on:

a. The same premises or on another premises if **you** so elect. However, if **you** rebuild at another premises, the most **we** will pay is the increased cost of construction that **we** would have paid to rebuild at the same premises; or

b. Another premises if the relocation is required by the ordinance or law. The most **we** will pay is the increased cost of construction at the new premises.

(2) **We** will not pay for any:

(a) Demolition or site clearing until the undamaged portions of the buildings or structures are actually demolished;

(b) Increase in loss until the damaged or destroyed buildings or structures are actually rebuilt or replaced and approved by the regulating government agency;

(c) Loss due to any ordinance or law that:

(i) **You** were required to comply with before the loss, even if the building was undamaged; and

(ii) **You** failed to comply with;

(d) Increase in the loss, excess of the amount required to meet the minimum requirement of any ordinance or law enforcement at the time of the "Breakdown"; or

(e) Increase in loss resulting from a substance declared to be hazardous to health or environment by any government agency.

(3) If:

(a) The building or structure is damaged by a "Breakdown" that is covered under this agreement;

(b) There is other physical damage that is not covered under this agreement; and

(c) The building damage in its entirety results in enforcement of ordinance or law;

then **we** will not pay the full amount of the loss under this coverage. Instead, **we** will pay only that proportion of such loss, meaning the proportion that the covered "Breakdown" loss bears to the total physical damage.

But if the building or structure sustains direct physical damage that is not covered under this Endorsement and such damage is the subject of the ordinance or law, then there is no Ordinance Or Law coverage under this Endorsement even if the building has also sustained damage by a covered "Breakdown."

i. Errors and Omissions

We will pay for any loss or damage, which is not otherwise payable under this Coverage Part solely because of the items listed below:

(1) Any error or unintentional omission in the description or location of property as insured under this Endorsement or any subsequent amendments;

(2) Any failure through error to include any premises owned or occupied by **you** at the inception date of this Agreement; or

(3) Any error or unintentional omission by **you** that results in cancellation of any premises insured by this Endorsement.

No coverage is provided as a result of any error or unintentional omission by **you** in the reporting of values or the coverage **you** requested.

It is a condition of this coverage that such errors or unintentional omissions shall be reported and corrected when discovered. The agreement premium will be adjusted accordingly to reflect the date the premises should have been added had no error or omission occurred.

j. "**Data**" or "**Media**" Coverage Extension

(1) If "**Media**" is damaged or "**Data**" is lost or corrupted as a direct result of a "Covered Cause of Loss" and such "**Media**" or "**Data**" is located at a premises shown in the DECLARATIONS, **we** will pay the

actual cost to:

(a) Research, replace, recreate or restore the damaged "**Media**" or lost or corrupted "**Data**", and

(b) Reprogram instructions used in any covered "Computer Equipment."

(2) If **you** have selected to **Loss of Business Income** or **Additional Expense** Coverage, the applicable coverage is extended to cover the actual loss incurred during the time necessary to:

(a) Research, replace, recreate or restore the damaged "**Media**" or lost or corrupted "**Data**", and

(b) Reprogram instructions used in any covered "Computer Equipment."

(3) There shall be no coverage for any loss or expense incurred due to damaged "**Media**" or lost or corrupted "**Data**" if the "**Data**" or "**Media**" cannot be replaced, recreated or restored. To the extent that electronic **data** is not replaced, recreated or restored, the loss will be valued at the cost of replacement of the **media** on which the electronic **data** was stored, with blank **media** of a substantially identical type.

k. "Fungus," Wet Rot and Dry Rot Coverage Extension

(1) Property Damage

(a) We will pay for loss or damage by "**Fungus**," wet rot, or dry rot only when the "**Fungus**," wet rot, or dry rot is the direct result of a "Covered Cause of Loss" that occurs during the Agreement period. As used in this Coverage, the term loss or damage means:

Direct physical loss or damage to **"Covered Property"** caused by **"Fungus,"** wet rot, or dry rot including the cost:

(i) To treat, contain, or remove the **"Fungus,"** wet rot, or dry rot;

(ii) To dispose of the **"Fungus,"** wet rot, or dry rot;

(iii) To tear out and replace any **"Covered Property"** as needed to gain access to the **"Fungus,"** wet rot, or dry rot; and

(iv) Of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that **"Fungus,"** wet rot, or dry rot is present.

(b) Limit

(i) The most **we** will pay for coverage provided under this Coverage is $15,000 per **Covered Location** per 12-month period starting with the **effective date** of this Agreement. With respect to a particular **occurrence** of loss which results in **"Fungus,"** wet rot, or dry rot, **we** will not pay more than such limit even if the **"Fungus,"** wet rot, or dry rot continues to be present or active or recurs in a later agreement period.

(ii) If **"fungus,"** wet rot, or dry rot results from damage by water as otherwise covered under this Endorsement, the limit in **k.(1)(b)(i)** is part of, not in addition to, the Water Damage Limitation Limit of Coverage.

(iii) If **"fungus,"** wet rot, or dry rot results from a "Covered Cause of Loss" other than water, the limit in **k.(1)(b)(i)** is part of, not in addition to, the Property Damage Limit of Coverage.

(2) Loss of Business Income or **Additional Expense**

(a) If **you** have selected the **Loss** of **Business Income** Coverage or **Additional Expense** Coverage, the applicable coverage is extended to cover the additional loss caused by the presence of **"Fungus,"** wet or dry rot as identified in paragraph **k.(1)(a)** above.

(b) Coverage identified in **k.(2).(a)** above is limited to 30 days. The number of indicated days need not be consecutive. This limit is part of, not in addition to, the applicable Limits of Coverage for **Loss** of **Business Income** and **Additional Expense.**

l. "Portable **Covered Equipment**"

We will pay for loss or damage to "Portable **Covered Equipment**" caused by a Covered Cause of Loss while such equipment is away from the premises described in the DECLARATIONS.

B. Equipment Breakdown Coverage Exclusions

With regard to the Coverage provided by this Endorsement only, the following Exclusions apply:

We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

The exclusions apply whether or not the loss event results in widespread damage or affects a substantial area.

1. Earth Movement

Earth movement including: earthquake; landslide; land subsidence; mine subsidence; **sinkhole collapse;** volcanic action; or any other rising or shifting of earth that results from, contributes to, or is aggravated by any of the above, all whether naturally occurring or due to man-made or other artificial causes.

2. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, however caused.

3. War or Military Action

a. War, including undeclared or civil war;

b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

4. Water

a. Flood, surface water, waves, tides, tidal waves, tsunami, overflow of any body of water, or their spray, all whether driven by **wind** or not;

b. Mudflow or mudslides; or

c. Backup of sewers, drains, or drainage piping;

all whether naturally occurring or due to man-made or other artificial causes.

5. Discharge or leakage of a sprinkler system, sewer piping or domestic water piping, unless such discharge or leakage is the direct result of a "Covered Cause of Loss." The most **we** will pay for such water damage is the Limit of Coverage showing in the DECLARATIONS for Water Damage Limitation.

6. Delay, interruption of business, loss of use or loss of market except as provided in **Loss** of **Business Income, Additional Expense,** or Utility Interruption coverage.

7. Depletion, deterioration, corrosion, erosion, decay, wear and tear or rust. However, if a "Covered Cause of Loss" ensues, **we** will pay the ensuing loss or damage not otherwise excluded.

8. An explosion

However, **we** will pay for direct loss or damage caused by an explosion of **"Covered Equipment"** of a kind specified below, and which is not otherwise excluded elsewhere in this Coverage Part;

a. Steam boiler; electric steam generator; steam piping; steam turbine; steam engine; or

b. Gas turbine or any other moving or rotating machinery, when such explosion is caused by centrifugal force or mechanical breakdown.

9. Explosion within the furnace of a chemical recovery type boiler or within the gas passages from the furnace to the atmosphere.

10. Fire or combustion explosion including those that:

a. Result in a "Covered Cause of Loss";

b. Occur at the same time as a "Covered Cause of Loss"; or

c. Ensue from a "Covered Cause of Loss."

11. "Fungus," Wet Rot, and Dry Rot

Presence, growth, proliferation, spread or activity of **"fungus,"** wet rot, or dry rot, except as provided under **A.2.k. "Fungus,"** Wet Rot, And Dry Rot Coverage. However, if a "Covered Cause of Loss" ensues, **we** will pay the ensuing loss or damage not otherwise excluded.

12. "Hacking Event." However, if a "Covered Cause of Loss" ensues, **we** will pay the ensuing loss or damage not otherwise excluded.

13. Any indirect loss, including damage due to spoilage, following a "Covered Cause of Loss" that results from the lack or excess of power, light, heat, steam or refrigeration except as provided by **Loss** of **Business Income** Coverage, **Additional Expense** Coverage, Utility Interruption Coverage or Spoilage Damage Coverage.

14. Neglect by **you** to use all reasonable means to save and preserve **"Covered Property"** from further damage at and after the time of loss.

15. Ordinance or Law

Increase in loss from the enforcement of any ordinance, law, rule, regulation or ruling which restricts or regulates the repair, replacement, alteration, use, operation, construction, installation, clean-up or disposal of **"Covered Property,"** except as provided under Coverage Extensions and Limitations **A.2.h.** However, the words 'use' and 'operation' shall be eliminated as respects a covered "Breakdown" to electrical supply and emergency generating equipment located on any premises shown in the DECLARATIONS, when continued operation is contingent on the presence of such electrical supply and emergency generating equipment as mandated by any government agency.

16. A "Breakdown" that is caused directly or indirectly by Hail or Windstorm.

17. **Specified Perils** A "Breakdown" that is the direct or indirect result of the following causes of loss, if such cause of loss is covered by another Coverage Part or policy of insurance or self-insurance risk retention plan in force at the time of the loss, regardless of deductible, whether **you** can collect on it or not. Also excluded are all resulting direct and indirect loss.

- **a.** Aircraft;
- **b.** Civil commotion;
- **c.** Collapse**;**
- **d.** Freezing caused by cold weather;
- **e.** Impact of aircraft, missile or vehicle;
- **f.** Lightning;
- **g.** Molten material;
- **h.** Objects falling from aircraft or missiles;
- **i.** Riot**;**
- **j.** Smoke;
- **k.** Vandalism;
- **l.** Vehicles, including any material carried in or on the vehicles; or
- **m.** Weight of snow, ice, sleet.

18. Any "Breakdown" to **"Covered Equipment"** that takes place while the **"Covered Equipment"** is undergoing a test which subjects the **"Covered Equipment"** to greater than maximum allowable operating conditions as identified by the manufacturer of the **"Covered Equipment."**

19. Any virus, bacterium or other microorganism that induces, or is capable of inducing, physical distress, illness or disease. However:

- **a.** If a "Covered Cause of Loss" ensues, **we** will pay the ensuing loss or damage not otherwise excluded; and
- **b.** This exclusion does not apply to loss or damage caused by or resulting from **"Fungus,"** wet rot or dry rot. Such loss or damage is addressed in Exclusion **B.11.**

20. Water or other means used to extinguish a fire, even when the attempt is unsuccessful.

21. With respect to **Loss** of **Business Income** Coverage, **Additional Expense** Coverage, and Utility Interruption Coverage, the following additional exclusions shall apply:

- **a.** The business that would not or could not have been carried on if the "Breakdown" had not occurred; or
- **b.** **Your** failure to use due diligence and dispatch to operate **your** business as nearly normal as practicable at the premises shown in the DECLARATIONS.

22. With respect to Spoilage coverage paragraph **A.2.e.(1)(b)** and Utility Interruption Coverage: **Specified Perils,** any loss resulting from the following causes of loss:

- **a.** Aircraft;
- **b.** Civil commotion;
- **c.** Collapse;
- **d.** Freezing caused by cold weather;
- **e.** Impact of aircraft, missile or vehicle;
- **f.** Lightning;

g. Molten Material;
h. Objects falling from aircraft or missiles;
i. Riot;
j. Smoke;
k. Vandalism;
l. Vehicles, including any material carried in or on the vehicles;
m. Weight of snow, ice, sleet;
n. Acts of Sabotage; or
o. Deliberate act(s) of load shedding by the supplying or distributing utility, landlord or other supplier.

23. Any other indirect result of a "Covered Cause of Loss" except as provided under any Coverage **A.2.b.** through **l.**

24. With regard to Portable **Covered Equipment** any loss resulting from the following causes of loss:
a. Collision;
b. Overturning; or
c. Collapse or upset of "Portable **Covered Equipment**."

C. Equipment Breakdown Coverage Limits of Coverage

1. The most **we** will pay for any and all coverages for loss or damage from any "One Breakdown" is the applicable Limit of Coverage shown in the DECLARATIONS.
2. Any payment made will not be increased if more than one Covered Party is shown in the Declarations.
3. For each coverage in Paragraph **A.2.** if;
a. Included is shown in the DECLARATIONS, the limit for such coverage is part of, not in addition to, the Limit per Breakdown.
b. A limit is shown in the DECLARATIONS, **we** will not pay more than the Limit of Coverage for each such coverage.

4. For any **"Covered Equipment"** that is:

a. Used solely to supply utility services to **your** premises;

b. Owned by a public or private utility;

c. Not in **your** care, custody or control and for which **you** are legally liable; and

d. Covered under this Coverage Form;

the Limit of Coverage for Property Damage stated in the DECLARATIONS is deleted and replaced by the sum of one dollar.

If **you** are a public or private utility, **4.b.** is deleted and replaced by the following:
b. Owned by a public or private utility other than **you;**

5. Unless a higher limit or Included is shown in the DECLARATIONS, the most we will pay for direct damage as a direct result of a "Breakdown" to "**Covered Equipment**" is $25,000 for each of the following. The limits are part of, not in addition to, the Limit of Coverage for Property Damage or Limit per Breakdown.

a. Ammonia Contamination

The spoilage to "**Covered Property**" contaminated by ammonia, including any salvage expense.

b. Consequential Loss

The reduction in the value of undamaged "Stock" parts of a product which becomes unmarketable. The reduction in value must be caused by a physical loss or damage to another part of the product.

c. Hazardous Substance

Any additional expenses incurred by **you** for the clean-up, repair or replacement or disposal of "**Covered Property**" that is damaged, contaminated or polluted by a "Hazardous Substance."
As used here, additional expenses mean the additional cost incurred over and above the amount that we would have paid had no "Hazardous Substance" been involved with the loss.

Ammonia is not considered to be a "Hazardous Substance" as respects this limitation.
This coverage applies despite the operation of the Ordinance or Law Exclusion.

d. Water Damage

The damage to "**Covered Property**" by water including any salvage expenses, except no coverage applies to such damage resulting from leakage of a sprinkler system or domestic water piping.

D. Equipment Breakdown Coverage Deductibles

1. Application of Deductibles

We will not pay for loss or damage resulting from any "One Breakdown" until the amount of **covered loss** or damage exceeds the deductible shown in the DECLARATIONS for each applicable coverage. **We** will then pay the amount of **covered loss** or damage in excess of the deductible, up to the applicable Limit of Coverage.

Deductibles apply separately for each applicable coverage except if:

a. A deductible is shown as Combined for any of the coverage in the DECLARATIONS, then **we** will first subtract the combined deductible amount from the aggregate amount of any loss to which the combined deductible applies; or

b. More than one "**Covered Equipment**" is involved in "One Breakdown," then only one deductible, the highest, shall apply for each of the applicable coverages.

2. Determination of Deductibles

a. Dollar Deductible

If a dollar deductible is shown in the DECLARATIONS, **we** will first subtract the deductible amount from any loss **we** would otherwise pay.

b. Time Deductible

If a time deductible is shown in the DECLARATIONS, **we** will not be liable for any loss under that coverage that occurs during the specified time period immediately following a "Breakdown." If a time deductible is shown in days, each day shall mean twenty-four consecutive hours.

c. Multiple of Daily Value Deductible

If a multiple of daily value is shown in the DECLARATIONS, this deductible will be calculated as follows:

(1) For the entire premises where the loss occurred, determine the total amount of "**Business Income**" that would have been earned during the "**Period of Restoration**" had no "Breakdown" taken place.

(2) Divide the result in Paragraph **(1)** by the number of days the business would have been open during the "**Period of Restoration.**" The result is the daily value.

(3) Multiply the daily value in Paragraph **(2)** by the number of days shown in the DECLARATIONS. **We** will first subtract this deductible amount from any loss **we** would otherwise pay. **We** will then pay the amount of loss or damage in excess of the deductible, up to the applicable Limit of Coverage.

d. Percentage of Loss Deductible

If a deductible is expressed as a percentage of loss in the DECLARATIONS, we will not be liable for the indicated percentage of gross amount of loss or damage (prior to the applicable deductible or coinsurance) insured under the applicable coverage.

e. Minimum or Maximum Deductibles

(1) If:

(a) A minimum dollar amount deductible is shown in the DECLARATIONS; and

(b) The dollar amount of the Multiple of Daily Value or the Percentage of Loss Deductible is less than the Minimum Deductible;

then the Minimum Deductible amount shown in the DECLARATIONS will be the applicable deductible.

(2) If:

(a) A maximum dollar amount deductible is shown in the DECLARATIONS; and

(b) The dollar amount of the Multiple of Daily Value or the Percentage of Loss Deductible is greater than the Maximum Deductible;

then the Maximum Deductible amount shown in the DECLARATIONS will be the applicable deductible.

E. Equipment Breakdown Coverage Conditions

The following conditions apply in addition to the **Section VI –** Conditions in the PROPERTY AND INLAND MARINE COVERAGE FORM:

1. Loss Conditions

a. Defense
We may elect to defend **you** against suits arising from claims of owners of property. **We** will do this at **our** expense.

b. Insurance Under Two or More Coverages
If two or more of this Endorsement's coverages apply to the same loss or damage, **we** will not pay more than the actual amount of the loss or damage.

c. Other Insurance

(1) **You** may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Endorsement. If **you** do, **we** will pay **our** share of the **covered loss** or damage. **Our** share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.

(2) If there is other insurance covering the same loss or damage, other than that described in Paragraph **(1), we** will pay only for the amount of **covered loss** or damage in excess of the amount due from that other insurance, whether **you** can collect on it or not. But **we** will not pay more than the applicable Limit of Coverage.

d. Valuation

With regard to the coverage provided by this Endorsement only, Section V – Valuations in the PROPERTY AND INLAND MARINE COVERAGE FORM is deleted and replaced with the following:

(1) **We** will determine the value of "**Covered Property**" in the event of loss or damage as follows:

(a) The cost to repair, rebuild or replace the damaged property with property of same kind, capacity, size or quality on the same site or another site whichever is less costly; or

(b) The cost actually and necessarily expended in repairing, rebuilding, ore replacing on the same site or another site whichever is the less costly;

Except **we** will not pay for such damaged property that is obsolete and useless to **you**.

(2) If **you** elect or **we** require that the repair or replacement of the damaged "**Covered Equipment**" be done in a manner that:

(a) Improves the environment;

(b) Increases efficiency; or

(c) Enhances safety;

while maintaining the existing function, then **we** will pay, subject to the limit of coverage, up to an additional 50% of the property damage amount for the "**Covered Equipment**" otherwise recoverable.

(3) If:

(a) Any damaged "**Covered Property**" is protected by an extended warranty, or maintenance or service contract; and

(b) That warranty or contract becomes void or unusable due to a "Breakdown,"

we will reimburse **you** for the unused costs of non-refundable, non-transferrable warranties or contracts.

(4) Unless **we** agree otherwise in writing, if **you** do not repair or replace the damaged property within 24 months following the date of the "Breakdown," then **we** will pay only the smaller of the:

(a) Cost to repair or replace; or

(b) **Actual Cash Value** at the time of the "Breakdown."

(5) If all of the following conditions are met, property held by **you** for sale will be valued at the selling price as if no loss or damage had occurred, less any discounts **you** offered and expenses **you** otherwise would have had:

(a) The property was manufactured by **you;**

(b) The selling price of the property is more than the **replacement cost** of the property; and

(c) **You** are unable to replace the property before its anticipated sale.

(6) **We** will pay for loss to damaged "**Data**" or "**Media**" as follows:

(a) **Replacement cost** for "**Data**" or "**Media**" that are mass produced and commercially available; and

(b) The cost **you** actually spend to reproduce the records on blank material for all other "**Data**" or "**Media**" of like kind and quality or property of similar functional use.

However, **we** will not pay for "**Data**" or "**Media**" that **we** determine is not or cannot be replaced with "**Data**" or "**Media**" of like kind and quality or property of similar functional use.

(7) **We** will determine the value of "**Covered Property**" under Spoilage Damage Coverage as follows:

(a) For raw materials, the **replacement cost;**

(b) For property in process, the **replacement cost** of the raw materials, the labor expended and the proper proportion of overhead charges; and

(c) For finished products, the selling price, as if no loss or damage had occurred, less any discounts **you** offered and expenses **you** otherwise would have had.

(8) Any salvage value of property obtained for temporary repairs or use following a "Breakdown" which remains after repairs are completed will be taken into consideration in the adjustment of any loss.

2. General Conditions

a. Additional Covered Party

If a person or organization is designated in this Coverage Part as an Additional Covered Party, **we** will consider them to be a Covered Party under this Coverage Part to the extent of their interest.

b. Suspension

Whenever "**Covered Equipment**" is found to be in, or exposed to, a dangerous condition, any of **our** representatives may immediately suspend the coverage against loss from a "Breakdown" to that "**Covered Equipment**." This can be done by delivering or mailing a written notice of suspension to:

(1) **Your** last known address; or

(2) The address where the "**Covered Equipment**" is located.

Once suspended in this way, **your** coverage can be reinstated only by an endorsement for that "**Covered Equipment**."

If **we** suspend **your** coverage, **you** will get a pro rata refund of premium for that "**Covered Equipment.**" But the suspension will be effective even if **we** have not yet made or offered a refund.

F. Equipment Breakdown Coverage Definitions

The following definitions apply in addition to the definitions found elsewhere in this Agreement.

1. "Breakdown"

a. Means the following direct physical loss that causes damage to "**Covered Equipment**" and necessitates its repair or replacement:

(1) Failure of pressure or vacuum equipment;

(2) Mechanical failure including rupture or bursting caused by centrifugal force; or

(3) Electrical failure including arcing;

unless such loss or damage is otherwise excluded within this Coverage Form.

b. Does not mean or include:

(1) Malfunction including but not limited to adjustment, alignment, calibration, cleaning or modification;

(2) Defects, erasures, errors, limitations or viruses in computer equipment and programs including the inability to recognize and process any date or time to provide instructions to "**Covered Equipment**";

(3) Leakage at any valve, fitting, shaft seal, gland packing, joint or connection;

(4) Damage to any vacuum tube, gas tube, or brush;

(5) Damage to any structure or foundation supporting the "**Covered Equipment**" or any of its parts;

(6) The functioning of any safety or protection device; or

(7) The cracking of any part on an internal combustion gas turbine exposed to the products of combustion.

2. "Computer Equipment" means:

a. **Your** programmable electronic equipment that is used to store, retrieve and process data; and

b. Associated peripheral equipment that provides communication including input and output functions such as printing or auxiliary functions such as data transmission.

It does not include "**Data**" or "**Media**."

3. With regard to the coverage provided by this Coverage Form only, the definition of "**Covered Equipment**" in the PROPERTY AND INLAND MARINE COVERAGE FORM is deleted and replaced by:

"Covered Equipment"

a. Means and includes any:

(1) Equipment built to operate under internal pressure or vacuum other than weight of contents;

(2) Electrical or mechanical equipment that is used in the generation, transmission or utilization of energy;

(3) Communication equipment, and "Computer Equipment:; and

(4) Equipment in Paragraphs **(1), (2)** and **(3)** that is owned by a public or private utility and used solely to supply utility services to **your** premises.

However, if Coverage **A.2.f.** Utility Interruption is provided, then Paragraph **3.a.(4)** does not apply. Except for Paragraph **3.a.(4),** Utility Interruption, the "**Covered Equipment**" must be located at a premises described in the DECLARATIONS and be owned, leased, or operated under **your** control.

b. Does not mean or include any:

(1) "**Media**";

(2) Part of pressure or vacuum equipment that is not under internal pressure of its contents or internal vacuum;

(3) Insulating or refractory material, but not excluding the glass lining of any **"Covered Equipment";**

(4) Non-metallic pressure or vacuum equipment, unless it is constructed and used in accordance with the American Society of Mechanical Engineers (A.S.M.E.) code or another appropriate and approved code;

(5) Catalyst;

(6) Vessels, piping and other equipment that is buried below ground and requires the excavation of materials to inspect, remove, repair or replace;

(7) Structure, foundation, cabinet or compartment supporting or containing the "**Covered Equipment**" or part of the "**Covered Equipment**" including penstock, draft tube or well casing;

(8) Vehicle, aircraft, self-propelled equipment or floating vessel including any "**Covered Equipment**" that is mounted upon or used solely with any one or more vehicle(s), aircraft, self-propelled equipment or floating vessel;

(9) Dragline, excavation, or construction equipment including any "**Covered Equipment**" that is mounted upon or used solely with any one or more dragline(s), excavation, or construction equipment;

(10) Felt, wire, screen, die, extrusion plate, swing hammer, grinding disc, cutting blade, non-electrical cable, chain, belt, rope, clutch plate, brake pad, non-metal part or any part or tool subject to periodic replacement;

(11) Machine or apparatus used solely for research, diagnosis, medication, surgical, therapeutic dental or pathological purposes including any "**Covered Equipment**" that is mounted upon or used solely with any one or more machine(s) or apparatus unless Diagnostic Equipment is shown as Included in the Declarations;

(12) Equipment or any part of such equipment manufactured by **you** for sale; or

(13) Contractors/Mobile Equipment

4. With regard to the coverage provided by this Coverage Form only, the definition of "**Covered Property**" in the PROPERTY AND INLAND MARINE COVERAGE FORM is deleted and replaced by:

a. "**Covered Property**" means any property that:

(1) **You** own; or

(2) Is in **your** care, custody or control and for which **you** are legally liable.

b. "**Covered Property**" does not mean:

(1) "**Data**"

(2) Dams, Dikes or levees; or

(3) Animals

5. With regard to the coverage provided by this Coverage Form only, the definition of "**Data**" in the Property and Inland Marine Coverage Form is deleted and replaced by:

"**Data**" means:

a. Programmed and recorded material stored on **"Media"**; and

b. Programming records used for **electronic data processing,** or electronically controlled equipment.

6. "Hacking Event" means an attack that allows unauthorized access or use of **"Covered Equipment."**

7. "Hazardous Substance" means any substance other than ammonia that has been declared to be hazardous to health by a government agency.

8. With regard to the coverage provided by this Coverage Form only, the definition of **"Media"** in the Property and Inland Marine Coverage Form is deleted and replaced by:

"Media" means **electronic data processing** or storage media such as films, tapes, discs, drums or cells.

9. "One Breakdown" means if an initial "Breakdown" causes other "Breakdowns," all will be considered "One Breakdown." All "Breakdowns" at any one premises that manifest themselves at the same time and are the direct result of the same cause will be considered "One Breakdown."

10. With regard to the coverage provided by this Coverage Form only, the definition of **"Period of Restoration"** in the property and Inland Marine Coverage Form is deleted and replaced by:

"Period of Restoration" means the period of time that:

a. Begins at the time of the "Breakdown;" and

b. Ends 5 consecutive days after the date when the damaged property at the premises described in the DECLARATIONS is repaired or replaced with reasonable speed and similar quality.

11. "Perishable Goods" means any **"Covered Property**" that is maintained under controlled conditions for its preservation and that is susceptible to loss or damage if the controlled conditions change.

12. "Portable **covered equipment**" is "**covered equipment**" that:

a. Is **your** "**Covered Property**" and operated by **you** or by someone **you** have designated to operate such equipment;

b. Is not in transit, but is located at a fixed location;

c. Is equipment that is in use or connected and ready for use; and

d. Is equipment that is not mounted on a vehicle. However, Equipment that is mounted on a trailer is considered as "portable **covered equipment**," however there shall be no coverage for the trailer.

PUBLIC ENTITY

Terrorism Coverage

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.

This endorsement modifies coverage provided under the **PROPERTY AND INLAND MARINE COVERAGE FORM, PGIT MN-104, Section III, A:**

A. With respect to any exclusion of "Terrorism" in this Agreement or attached to this Agreement by endorsement, such exclusion does not apply to a "certified act of terrorism."

B. That exclusion also does not apply to an act that meets the criteria set forth in subparagraph D2 below of the definition of "certified acts of terrorism", when such act resulted in aggregate losses of $5 million or less.

C. With respect to any one or more "certified acts of terrorism," we will not pay any amounts for which we are not responsible under the terms of the federal Terrorism Risk Insurance Act of 2002 (including subsequent acts of Congress pursuant to the Act) due to the application of any clause which results in a cap on our liability for payments for terrorism losses.

D. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasure, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act of 2002. The federal Terrorism Risk Insurance Act of 2002 sets forth the following criteria for a "certified act of terrorism:"

1. The act resulted in aggregate losses in excess of $5 million; and

2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

All other terms and conditions of the coverage agreement remain unchanged.

Preferred® PGIT GOVERNMENTAL INSURANCE TRUST

PUBLIC ENTITY

GENERAL LIABILITY COVERAGE PART DECLARATIONS

COVERED PARTY: Highlands County, a Political Subdivision of the State of Florida

AGREEMENT NO.: PK FL1 0281028 21-14

SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE

Deductibles

Bodily Injury, Property Damage	$0
Employee Benefits Liability	$0
Fire Damage Limit	$0
Sewer Backup & Water Damage Coverage	$0
Pesticide/ Herbicide Limit	$0
Law Enforcement Liability	N/A

Coverage is only provided for the coverages indicated by an X.

Coverage			
X	Bodily Injury and Property Damage	$2,000,000	Per Occurrence
	Personal Injury and Advertising Injury	Included	Per Person or Organization
	Products / Completed Operation	Included	
	General Aggregate Limit	N/A	
	Medical Payments	$2,500	
X	Employee Benefits Liability	$2,000,000	Per Occurrence
		N/A	Aggregate Limit
X	Fire Damage Limit	Included	Any One Premise
X	Sewer Backup & Water Damage Coverage	$10,000	No Fault Per Claimant
		$200,000	At Fault Per Claimant
		$200,000	Annual Aggregate
X	Pesticide / Herbicide Limit	$1,000,000	Aggregate Limit
	Law Enforcement	N/A	Per Occurrence

FORMS AND ENDORSMENTS
Forms and Endorsements applying to this Coverage Part and made part of the coverage agreement at this time of issue:

See PGIT MN-002

Premium: $ INCLUDED

THIS SUPPLEMENTAL DECLARATIONS AND THE COMMON AGREEMENT DECLARATIONS, TOGETHER WITH THE COMMON AGREEMENT CONDITIONS, COVERAGE PART(S), FORMS AND ENDORSMENTS, IF ANY, COMPLETE THE ABOVE NUMBERED AGREEMENT.

PUBLIC ENTITY

GENERAL LIABILITY COVERAGE FORM
(Occurrence)

Various provisions in this Coverage Agreement restrict coverage. Read the entire agreement carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Agreement the words "you" and "your" refer to the Named Covered Party shown in the Declarations, and any other person or organization qualifying as a Named Covered Party under this agreement. The words "we," "us" and "our" refer to the Trust providing this Coverage Agreement.

“Covered party" means any person or organization qualifying as such under SECTION II - WHO IS A COVERED PARTY.

Other words and phrases that appear in quotation marks have special meaning. Refer to SECTION V - DEFINITIONS.

SECTION I - COVERAGES

A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Coverage Agreement

a. We will pay those sums that the Covered Party becomes legally obligated to pay as damages, because of "bodily injury" or "property damage" to which this coverage agreement applies. We will have the right and duty to defend the Covered Party against any "suit" seeking those damages. However, we will have no duty to defend the covered party against any “suit” seeking damages for “bodily injury” or “property damage” to which this coverage does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in LIMITS OF COVERAGE (SECTION III); and

(2) Our right and duty to defend ends when we have used up the applicable limit of coverage in the payment of judgments or settlements under Coverages **A.** or **B.**

(3) Our obligation under the Bodily Injury Liability and Property Damage Liability Coverages to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the declarations applicable to such coverages.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS - COVERAGES A AND B.

b. This coverage applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory"; and

(2) The "bodily injury" or "property damage" occurs during the agreement period.

c. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury."

2. Exclusions

This coverage agreement does not apply to:

a. Expected or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the covered party. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the covered party is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) Assumed in a contract or agreement that is an "insured contract," provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or

(2) That the covered party would have in the absence of the contract or agreement.

c. Liquor Liability

"Bodily injury" or "property damage" for which any covered party may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the covered party under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An employee of the covered party arising out of and in the course of:

(a) Employment by the covered party; or

(b) Performing duties related to the conduct of the covered party's business; or

(2) The spouse, child, parent, brother or sister of that employee as a consequence of **(1)** above.

This exclusion applies whether the covered party may be liable as an employer or in any other capacity; and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the covered party under an "insured contract."

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any covered party;

(b) At or from any premises, site or location which is or was at any time used by or for any covered party or others for the handling, storage, disposal, processing or treatment of waste. This includes but is not limited to any landfill or disposal site or other properties in conjunction with landfill or disposal site activities;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or

processed as waste by or for any covered party or any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any covered party or any contractors or subcontractors working directly or indirectly on any covered party's behalf are performing operations:

(i) if the pollutants are brought on or to the premises, site or location in connection with such operations by such covered party, contractor or subcontractor; or

(ii) if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants.

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(f) At or from any premises, site, or location which is or was at any time the responsibility of any covered party to maintain, including but not limited to streets, roads, paths, beaches, waterways, lakes, rivers, canals, retention ponds, bridges, aquifers, or easements.

Subparagraphs **(a)** and **(d)(i)** do not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a hostile fire.

As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any covered party or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or

(b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any covered party. Use includes operation and "loading or unloading."

This exclusion applies even if the claims against any covered party allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that covered party, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any covered party.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft less than 52 feet long that is not being used to carry persons or property for a charge;

(3) Liability assumed under any "insured contract" for the ownership, maintenance or use of watercraft; or

(4) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in paragraph **5.a.** or **5.b.** of the definition of "mobile equipment" (SECTION V (I)).

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any covered party; or

(2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage," however caused, arising out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage to Property

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the covered party;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3), (4), (5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

This exclusion does not apply to personal property held by the covered party as a result of seizure or confiscation.

k. Damage to Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage to Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard."

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage to Impaired Property or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall of Products, Work or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property"; if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Racketeering

Any damages arising out of any actual or alleged violation of the Racketeer Influence and Corrupt Organizations Act, 18 USC or any amendments thereto, or any rules or organizations promulgated thereunder.

p. Law Enforcement

"Bodily injury" or "property damage" arising out of any actual or alleged act or omission resulting from law enforcement activities of your police department or any other law enforcement agencies, including their agents or employees. Except coverage will be provided for “bodily injury” or “property damage” for your vicarious liability arising out of an act or omission by a law enforcement agency that is not owned, operated or controlled by the “covered party” if the “covered party” has contracted with an outside agency to provide law enforcement for your entity. This coverage is capped at the lesser of the per occurrence limit of liability shown on the general liability coverage part declarations or at $2,000,000.

q. Asbestos

"Bodily injury" or "property damage" arising out of inhaling, ingesting or prolonged exposure to asbestos or goods or products containing asbestos, or the use of asbestos in constructing or manufacturing any good, product or structure, or the removal of asbestos from any good, product or structure, or the manufacture, sale, transportation, storage or disposal of asbestos or goods or products containing asbestos.

r. Personal and Advertising Injury

“Bodily injury” or “property damage” arising out of “personal injury” or “advertising injury”.

s. Mold, Fungi, or Bacteria

(1) "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any “fungi” or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

(2) Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, “fungi” or bacteria, by any covered party, or by any other person or entity.

This exclusion does not apply to any “fungi” or bacteria that are, are on, or are contained in, a good or product intended for consumption.

The coverage afforded by this agreement does not apply to payment for the investigation or defense of any loss, injury or damage or any cost, fine or penalty or for any expense or claim or suit related to any of the above.

Exclusions **c.** through **n.** do not apply to damage by fire to premises rented to you. A separate limit of coverage applies to this coverage as described in LIMITS OF COVERAGE **(SECTION III).**

t. Media Content Services Liability

“Bodily injury” or “property damage” arising out of any “media wrongful act” allegedly committed by the Covered Party or by someone for whom the Covered Party is legally responsible, including liability “assumed under contract.”

For purposes of this exclusion, the phrase “media wrongful act” means any:

(1) Libel, slander, or any other form of defamation or harm to the character or reputation of any person or entity, including product disparagement or trade libel;

(2) Copyright infringement or misappropriation of property rights, information or ideas or dilution or infringement of title, slogan trademark, trade name, service mark or service name;

(3) Common law unfair competition or unfair trade practices alleged in conjunction with the acts described above in **(1)** and **(2)**;

(4) Invasion or infringement of the right of privacy or publicity, including the torts of intrusion upon seclusion, publication of private facts, false light, and misappropriation of name or likeness;

(5) Infliction of emotional distress or mental anguish;

(6) False arrest, detention or imprisonment, harassment, trespass, wrongful entry or eviction, eavesdropping, or other invasion of the right of private occupancy;

(7) Plagiarism, privacy or misappropriation of ideas under implied contracts; and

(8) Economic harm to a third party directly resulting from the party's reliance or failure to rely upon the content of matter which is false or erroneous

resulting from a Covered Party's acquiring, blogging, broadcasting, collecting, disseminating, distributing, editing, exhibiting, gathering, obtaining, producing, publishing, releasing, researching, recording, tweeting or uttering matter through traditional and digital methods including but not limited to cable television, radio, movie and music studios, newspapers, magazines, books and print publications, website, apps, CD-ROMs and DVDs.

For purposes of this exclusion, the phrase “assumed under contract” means liability for damages for “bodily injury” or “property damage” which the Covered Party is required to indemnify based upon a written contract, hold harmless agreement, indemnity agreement, or similar arrangement, which document: (i) was executed by the Covered Party prior to the occurrence of the “bodily injury” or “property damage” for which indemnity is sought, and (ii) requires the Covered Party to indemnify for

"bodily injury" or "property damage" caused in whole or in part by the content of media material used in a media communication.

u. Access or Disclosure of Confidential or Personal Information and Data-related Liability

Damages arising out of:

(1) Any access to or disclosure of any person's or organization's confidential or personal information, including but not limited to patents, trade secrets, processing methods, customer lists, proprietary information, financial information, banking information, investment information, charge card information, debit card information, credit card information, cardholder data as defined under PCI-DSS, health information, social security numbers, driver's license or state identification numbers, access codes, passwords, personal identification numbers, or any other type of nonpublic information;

(2) Failure to timely disclose any unauthorized access to or disclosure of any person's or organization's confidential or personal information, including but not limited to the items listed in Paragraph **(1)** above; or

(3) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data."

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph **(1)**, **(2)**, or **(3)** above.

However, unless Paragraph **(1)** or **(2)** above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, "electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

B. PERSONAL AND ADVERTISING INJURY LIABILITY

1. Coverage Agreement.

a. We will pay those sums that the covered party becomes legally obligated to pay as damages because of "personal injury" or "advertising injury" to which this coverage form applies. We will have the right and duty to defend the covered party against any "suit" seeking those damages. However, we will have no duty to defend the Covered Party against any "suit" seeking damages for "personal injury" or "advertising injury" to which this coverage does not apply. We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in LIMITS OF COVERAGE (SECTION III); and

(2) Our right and duty to defend end when we have used up the applicable limit of coverage in the payment of judgments or settlements under SECTION I Coverage A or B.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS - COVERAGES A and B.

b. This coverage agreement applies to:

(1) "Personal injury" caused by an offense arising out of your business, excluding advertising, publishing, broadcasting or telecasting done by or for you; and

(2) "Advertising injury" caused by an offense committed in the course of advertising your goods, products or services.

c. This coverage applies to "personal injury" and "advertising injury" only if:

(1) The “personal injury” or “advertising injury” is caused by an “occurrence” that takes place in the “coverage territory”; and

(2) The “personal injury” or “advertising injury” occurs during the agreement period.

2. Exclusions.

This coverage agreement does not apply to:

a. "Personal injury" or "advertising injury":

(1) Arising out of oral or written publication of material, if done by or at the direction of the covered party with knowledge of its falsity;

(2) Arising out of oral or written publication of material whose first publication took place before the beginning of the agreement period;

(3) Arising out of a criminal act committed by or at the direction of the covered party; or

(4) For which the covered party has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the covered party would have in the absence of the contract or agreement.

b. "Advertising injury" arising out of:

(1) Breach of contract, other than misappropriation of advertising ideas under an implied contract;

(2) The failure of goods, products or services to conform with advertised quality or performance;

(3) The wrong description of the price of goods, products or services; or

(4) An offense committed by a covered party whose business is advertising, broadcasting, publishing or telecasting.

c. "Personal injury" or "advertising injury" expected or intended from the standpoint of the covered party

d. “Personal injury” or “advertising injury” arising out of any act or omission resulting from law enforcement activities of any police department or any other law enforcement agencies, including their agents or employees. Except coverage will be provided for “personal injury” or “advertising injury” for your vicarious liability arising out of an act or omission by a law enforcement agency that is not owned, operated or controlled by the “covered party” if the “covered party” has contracted with an outside agency to provide law enforcement for your entity. This coverage is capped at the lesser of the per occurrence limit of liability shown on the general liability coverage part declarations or at $2,000,000.

e. "Personal injury” or “advertising injury" arising out of inhaling, ingesting or prolonged exposure to asbestos or goods or products containing asbestos, or the use of asbestos in constructing or manufacturing any good, product or structure, or the removal of asbestos from any good, product or structure, or the manufacture, sale, transportation, storage or disposal of asbestos or goods or products containing asbestos.

f. "Personal injury” or “advertising injury " which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any “fungi” or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

g. “Personal injury” or “advertising injury” arising out of an electronic chatroom or bulletin board the covered party hosts, owns, or over which the covered party exercises control.

h. “Personal injury” or “advertising injury” arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of “pollutants” at any time.

i. Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any covered party or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, “pollutants”; or

(2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

j. "Personal injury" or "advertising injury", however caused, arising, directly or indirectly, out of war, including undeclared or civil war, warlike action by a military force, or insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

k. Media Content Service Liability

"Personal injury" or "advertising injury" arising out of any "media wrongful act" allegedly committed by the Covered Party or by someone for whom the Covered Party is legally responsible, including liability "assumed under contract."

For purposes of this exclusion, the phrase "media wrongful act" means any:

(1) Libel, slander, or any other form of defamation or harm to the character or reputation of any person or entity, including product disparagement or trade libel;

(2) Copyright infringement or misappropriation of property rights, information or ideas or dilution or infringement of title, slogan trademark, trade name, service mark or service name;

(3) Common law unfair competition or unfair trade practices alleged in conjunction with the acts described above in (1) and (2);

(4) Invasion or infringement of the right of privacy or publicity, including the torts of intrusion upon seclusion, publication of private facts, false light, and misappropriation of name or likeness;

(5) Infliction of emotional distress or mental anguish;

(6) False arrest, detention or imprisonment, harassment, trespass, wrongful entry or eviction, eavesdropping, or other invasion of the right of private occupancy;

(7) Plagiarism, privacy or misappropriation of ideas under implied contracts; and

(8) Economic harm to a third party directly resulting from the party's reliance or failure to rely upon the content of matter which is false or erroneous

resulting from a Covered Party's acquiring, blogging, broadcasting, collecting, disseminating, distributing, editing, exhibiting, gathering, obtaining, producing, publishing, releasing, researching, recording, tweeting or uttering matter through traditional and digital methods including but not limited to cable television, radio, movie and music studios, newspapers, magazines, books and print publications, website, apps, CD-ROMs and DVDs.

For purposes of this exclusion, the phrase "assumed under contract" means liability for damages for "personal injury" or "advertising injury" which the Covered Party is required to indemnify based upon a written contract, hold harmless agreement, indemnity agreement, or similar arrangement, which document: (i) was executed by the Covered Party prior to the occurrence of the "personal injury" or "advertising injury" for which indemnity is sought, and (ii) requires the Covered Party to indemnify for "personal injury" or "advertising injury" caused in whole or in part by the content of media material used in a media communication.

l. Access or Disclosure of Confidential or Personal Information and Data-related Liability

"Personal injury" or "advertising injury" arising out of:

(1) Any access to or disclosure of any person's or organization's confidential or personal information, including but not limited to patents, trade secrets, processing methods, customer lists, proprietary information, financial information, banking information, investment information, charge card

information, debit card information, credit card information, cardholder data as defined under PCI-DSS, health information, social security numbers, driver's license or state identification numbers, access codes, passwords, personal identification numbers, or any other type of nonpublic information;

(2) Failure to timely disclose any unauthorized access to or disclosure of any person's or organization's confidential or personal information, including but not limited to the items listed in Paragraph **(1)** above; or

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph **(1)**, **(2)**, or **(3)** above.

C. HERBICIDE AND PESTICIDE

We will pay the lesser of the General Bodily Injury and Property Damage per occurrence limit or $1,000,000 whichever is less, for "damages," defense costs and/or claims expenses because of "bodily injury" or "property damage" caused by an "occurrence," which result from any "suits" otherwise covered by this **Coverage Agreement,** arising in whole or in part out of the application of herbicides and/or pesticides.

Our limit of liability shall not exceed the lesser of the General Aggregate Limit or $1,000,000 in the aggregate whichever is less for all "damages" defense cost and/or claims expenses, which result from any and all, covered "suits" arising out of the application of such herbicides and/or pesticides.

D. MEDICAL PAYMENTS (Provided if limits are shown on Declarations Page)

1. Coverage Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(a) The accident takes place in the "coverage territory" and during the agreement period;

(b) The expenses are incurred and reported to us within one year of the date of the accident; and

(c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of coverage as shown in the Declarations. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions related to Medical Payments

We will not pay expenses for "bodily injury":

a. Any Insured

To any Covered Party, except "volunteer workers."

b. Hired Person

To a person hired to do work for or on behalf of any Covered Party or a tenant of any Covered Party.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers Compensation And Similar Laws

To a person, whether or not an "employee" of any Covered Party, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard."

g. Coverage A Exclusions

Excluded under Coverage A.

E. SEWER BACKUP & WATER DAMAGE COVERAGE

(Provided if limits are shown on Declarations Page)

1. Coverage Agreement

We will pay damages as described below for “property damage,” excluding loss of use of tangible property, caused by an “occurrence” resulting from bursting or failure of man-made sewer, storm water, grey water, or potable water supply pipes owned and maintained by you:

a. On premises that you do not own or rent;

b. Because of your operations; provided that:

c. The “occurrence” takes place in the “coverage territory” and during the Coverage Agreement period; and

d. The damages are incurred and reported to us within one year of the date of the “occurrence.” Coverage for this loss shall be subject to a limit of $10,000 per claimant, or $200,000 in the aggregate. If the Covered Party is found to be negligent, coverage for the loss will be subject to a limit of $200,000 per claimant and in the aggregate. All payments under this section are capped at $200,000 in the annual aggregate during the Coverage Agreement period. The deductible/ self insured retention will only apply to claims under this section when the Covered Party is found to be negligent.

2. Right and Duty to Defend

We will have the right and duty to defend the Covered Party against any “suit” seeking those damages described in Section I.E.1. above. However, we will have no duty to defend the Covered Party against any “suit” seeking damages to which this coverage does not apply. We may, at our discretion, investigate any “occurrence” and settle any claim or “suit” that may result. But:

a. The amount we will pay for expenses we incur in defending the Covered Party, investigating any “occurrence”, or damages, or any combination thereof, shall be subject to a limit of $200,000 in the annual aggregate during the Coverage Agreement period;

b. Our right and duty to defend ends when we have used up the applicable limit of coverage of $200,000 in the annual aggregate during the Coverage Agreement period in the payment of:

(1) expenses we incur in defending the Covered Party and investigating any “occurrence”;

(2) damages under Coverage E.; or

(3) any combination thereof; and

c. Our obligation under the Sewer Backup & Water Damage Coverage to pay expenses we incur or damages on your behalf applies only to the amount of expenses and damages in excess of any deductible amounts stated in the declarations applicable to such coverage.

No other obligation or liability to pay sums or perform acts or services is covered under the Sewer Backup & Water Damage Coverage, Section I.E.

We are not obligated to pay any damages, expenses incurred in defending the Covered Party, or expenses incurred in investigating any "occurrence", or to continue to defend any "suit" or continue to investigate any "occurrence", after the applicable limit of liability of $200,000 in the annual aggregate during the Coverage Agreement period has been exhausted by payment of damages, expenses incurred in defending the Covered Party, or expenses incurred in investigating any "occurrence", or any combination thereof.

3. Exclusions related to Sewer Backup and Water Damage Coverage:

We will not pay for "property damage":

a. Included within the "products-completed operations hazard",

b. Excluded under Section 1 Coverages A or B;

c. Due to war whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

We will pay, with respect to any claim or "suit" we defend:

1. All expenses we incur.

2. Up to $1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

3. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of coverage. We do not have to furnish these bonds.

4. All reasonable expenses incurred by the covered party at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to $300 a day because of time off from work.

5. All costs taxed against the covered party in the "suit."

6. Prejudgment interest awarded against the covered party on that part of the judgment we pay. If we make an offer to pay the applicable limit of coverage, we will not pay any prejudgment interest based on that period of time after the offer.

7. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of coverage.

8. Expenses incurred by the covered party for first aid to others at the time of an accident for "bodily injury" to which this coverage agreement applies.

9. Up to $100,000 in aggregate for "personal injury" and related expense for any duly elected or appointed official of any board or commission or agency of yours while acting outside the course and scope of their duties as authorized by you, but only with respect to "personal injury" resulting from his/her affiliation with you. The coverage provided to such individual is excess over any other insurance or coverage specifically insuring against "personal injury" for such individual.

10. Subject to the agreement deductible or Self Insured Retention, we will pay up to $2,500 in aggregate for "property damage" to personal property in your care, custody or control.

These payments will not reduce the limits of coverage.

SECTION II - WHO IS A COVERED PARTY

A. All branches of government, executive, legislative and judicial, including any department, office, commission, board, authority, governmental agency or subdivision of any branch of government which are under the jurisdiction of, and totally within the operating budget of, the covered party named in the Declarations, and only while working on behalf of the covered party named in the Declarations.

B. Any duly elected or appointed official or a member of any board or commission or agency of yours while acting within the course and scope of their employment or as authorized by you.

C. If you are designated in the Declarations as:

1. An individual, you and your spouse are covered parties, but only with respect to the conduct of a business of which you are the sole owner.

2. A partnership or joint venture, you are a covered party. Your members, your partners, and their spouses are also covered parties, but only with respect to the conduct of your business.

3. An organization other than a partnership or joint venture, you are a covered party. Your executive officers and directors are covered parties, but only with respect to their duties as your officers or directors. Your stockholders are also covered parties, but only with respect to their liability as stockholders.

D. Each of the following is also a covered party:

1. Your employees, other than your executive officers, but only for acts within the scope of their employment by you. However, no employee is a covered party for:

a. "Bodily injury" or "personal injury" to you or to a co-employee while in the course of his or her employment, or the spouse, child, parent, brother or sister of that co-employee as a consequence of such "bodily injury" or "personal injury," or for any obligation to share damages with or repay someone else who must pay damages because of the injury; or

b. "Bodily injury" or "personal injury" arising out of his or her providing or failing to provide “professional health care services”; or

c. "Property damage" to property owned or occupied by or rented or loaned to that employee, any of your other employees, or any of your partners or members (if you are a partnership or joint venture).

2. The Medical Director to the extent he/she is an agent of the covered Florida Public Entity, but solely while acting within the course and scope of their duties as Medical Director as outlined in Florida Statute 401.265.

3. Your authorized volunteer or leased employee who are deemed as your agent, but only while under your supervision and in the course and scope of work approved by you.

E. With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is a covered party while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also a covered party, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance or coverage of any kind is available to that person or organization for this liability. However, no person or organization is a covered party with respect to:

1. "Bodily injury" to a co-employee of the person driving the equipment; or

2. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is a covered party under this provision.

F. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, will qualify as a named Covered Party if there is no other similar insurance available to that organization. However:

1. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the agreement period, whichever is earlier;

2. Section I Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

3. Section I Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is a covered party with respect to the conduct of any current or past partnership or joint venture that is not shown as a named Covered Party in the Declarations.

SECTION III - LIMITS OF COVERAGE

A. The Limits of Coverage shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

1. Covered Parties;

2. Claims made or "suits" brought; or

3. Persons or organizations making claims or bringing "suits."

B. The General Aggregate Limit is the most we will pay for the sum of:

1. Damages under SECTION I Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard;" and

2. Damages under SECTION I Coverage B.

C. The Products-Completed Operations Aggregate Limit is the most we will pay under SECTION I Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard."

D. Subject to **B.** above, the Personal and Advertising Injury Limit is the most we will pay under SECTION I Coverage B for the sum of all damages because of all "personal injury" and all "advertising injury" sustained by any one person or organization.

E. The Fire Damage Limit is the most we will pay under SECTION I Coverage A for damages because of "property damage" to premises rented to you arising out of any one fire.

F. The most we will pay is further limited by the limitations set forth in Section 768.28(5), Florida Statutes (2010) or the equivalent limitations of successor law which are applicable at the time of the loss.

G. However, subject to and limited by **B.**, **C.**, **D.**, **E.**, and **F.** above, we will pay:

1. The amount indicated when a claims bill enacted by the Florida Legislature in accordance with Section 768.28 (5) Florida Statutes becomes law;

2. The amount determined by a court of competent jurisdiction for liable action taken outside the state of Florida for claims where the injury or damage originated from an occurrence outside the state of Florida; or

3. The amount shown in the declarations when Florida Statutes Section 768.28 (5) is deemed inapplicable by a competent court in Florida.

H. Damages will not include:

1. taxes, fines, penalties, or sanctions;

2. punitive or exemplary damages or the multiple portion of any multiplied damages award;

3. matters uninsurable under the laws pursuant to which this coverage agreement is constructed; or

4. the cost to comply with any injunctive or any other non-monetary or declaratory relief, including specific performance, or any agreement to provide such relief.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

A. Bankruptcy.

Bankruptcy or insolvency of the Covered Party or of the Covered Party's estate will not relieve us of our obligations under this Coverage Agreement.

B. Duties In The Event Of Occurrence, Claim Or Suit.

1. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

a. How, when and where the "occurrence" or offense took place;

b. The names and addresses of any injured persons and witnesses; and

c. The nature and location of any injury or damage arising out of the "occurrence" or offense.

2. If a claim is made or "suit" is brought against any Covered Party, you must:

a. Immediately record the specifics of the claim or "suit" and the date received; and

b. Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

3. You and any other involved covered party must:

a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

b. Authorize us to obtain records and other information;

c. Cooperate with us in the investigation, settlement or defense of the claim or "suit"; and

d. Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the covered party because of injury or damage to which this coverage agreement may also apply.

4. No covered parties will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

C. Legal Action Against Us.

No person or organization has a right under this Coverage Agreement:

1. To join us as a party or otherwise bring us into a "suit" asking for damages from a covered party; or

2. To sue us on this Coverage Agreement unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against a Covered Party obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Agreement or that are in excess of the applicable limit of coverage. An agreed settlement means a settlement and release of liability signed by us, the Covered Party and the claimant or the claimant's legal representative.

D. Representations.

By accepting this agreement, you agree:

1. The statements in the Declarations are accurate and complete;

2. Those statements are based upon representations you made to us; and

3. We have issued this agreement in reliance upon your representations.

E. Separation Of Covered Parties.

Except with respect to the Limits of Coverage, and any rights or duties specifically assigned in this Coverage Agreement to the first named Covered Party, this coverage agreement applies:

1. As if each named Covered Party were the only named Covered Party; and

2. Separately to each covered party against whom claim is made or "suit" is brought.

F. Transfer Of Rights Of Recovery Against Others To Us.

If the covered party has rights to recover all or part of any payment we have made under this Coverage Agreement, those rights are transferred to us. The covered party must do nothing after loss to impair them. At our request, the covered party will bring "suit" or transfer those rights to us and help us enforce them.

G. When We Do Not Renew.

If we decide not to renew this Coverage Agreement, we will mail or deliver to the first named Covered Party shown in the Declarations written notice of the nonrenewal not less than 60 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

H. Support and Cooperation in Opposition to Claim Bill Legislation

If we act to oppose legislation brought forth in accordance with Florida Statute 768.28, arising from a covered occurrence, you shall use your best efforts to provide us with positive support and cooperation in such opposition.

Such positive support and cooperation shall include, but is not limited to:

1. Formal proclamations or resolutions by your governing board in opposition to such legislation;

2. Oral or written testimony of your officials and employees at legislative hearings or other legislative proceedings in opposition to such legislation; and

3. Personal contact by your officials and employees with legislators identified by us.

I. Coordination of Coverage with Public Officials Liability

In the event of a suit of claim triggering coverage under this Coverage Part and the PUBLIC OFFICIALS LIABILITY COVERAGE PART, the terms and conditions in PGIT MN-090, I. OTHER COVERAGE OR INSURANCE also apply.

SECTION V - DEFINITIONS

A. "Advertising injury" means injury arising out of one or more of the following offenses:

1. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

2. Oral or written publication of material that violates a person's right of privacy;

3. Misappropriation of advertising ideas or style of doing business; or

4. Infringement of copyright, title or slogan.

B. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment."

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

D. "Coverage territory" means:

1. The United States of America (including its territories and possessions), Puerto Rico and Canada;

2. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in **1.** above; or

3. All parts of the world if:

a. The injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in **1.** above; or

(2) The activities of a person whose home is in the territory described in **1.** above, but is away for a short time on your business; and

b. The covered party's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in **1.** above or in a settlement we agree to.

E. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

F. "Impaired property" means tangible property, other than "your product" or "your work," that cannot be used or is less useful because:

1. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
2. You have failed to fulfill the terms of a contract or agreement; or if such property can be restored to use by:
3. The repair, replacement, adjustment or removal of "your product" or "your work"; or
4. Your fulfilling the terms of the contract or agreement.

G. "Insured contract" means an agreement between two or more cities, counties, special districts, or other governmental bodies regarding:

1. A lease of premises;
2. A sidetrack agreement;
3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
5. An elevator maintenance agreement;
6. Where permitted by Florida Statute 768.28, that part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another public entity to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

An "insured contract" does not include that part of any contract or agreement:

7. That indemnifies any person or organization for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
8. That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
   - **a.** Preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
   - **b.** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
   - **c.** Under which the covered party, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the covered party's rendering or failure to render professional services, including those listed in **b.** above and supervisory, inspection or engineering services; or
   - **d.** That indemnifies any person or organization for damage by fire to premises rented or loaned to you.
9. That does not comply with Florida Statute 768.28.

H. "Loading or unloading" means the handling of property:

1. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
2. While it is in or on an aircraft, watercraft or "auto"; or
3. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered; but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto."

I. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
2. Vehicles maintained for use solely on or next to premises you own or rent;

3. Vehicles that travel on crawler treads;

4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

a. Power cranes, shovels, loaders, diggers or drills; or

b. Road construction or resurfacing equipment such as graders, scrapers or rollers;

5. Vehicles not described in **1., 2., 3.** or **4.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

b. Cherry pickers and similar devices used to raise or lower workers;

6. Vehicles not described in **1., 2., 3.** or **4.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

a. Equipment designed primarily for:

(1) Snow removal;

(2) Road maintenance, but not construction or resurfacing;

(3) Street cleaning;

b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

J. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

K. "Personal injury" means injury, other than "bodily injury," arising out of one or more of the following offenses:

1. Malicious prosecution;

2. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord, or lessor;

3. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or

4. Oral or written publication of material that violates a person's right of privacy.

L. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

M. **1.** "Products-completed operations hazard" includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

a. Products that are still in your physical possession; or

b. Work that has not yet been completed or abandoned.

2. "Your work" will be deemed completed at the earliest of the following times:

a. When all of the work called for in your contract has been completed.

b. When all of the work to be done at the site has been completed if your contract calls for work at more than one site.

c. When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

3. This hazard does not include "bodily injury" or "property damage" arising out of:

a. The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle created by the "loading or unloading" of it;

b. The existence of tools, uninstalled equipment or abandoned or unused materials;

c. Products or operations for which the classification in this Coverage Form or in our manual of rules includes products or completed operations.

N. "Professional health care services" means any medical, surgical, nursing, psychiatric or dental service, except:

1. The acts of certified emergency medical service personnel in the course and scope of their duties; or

2. The acts of a Medical Director in the course and scope of their duties as outlined in Florida Statute 401.265.

O. "Property damage" means:

1. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

2. Loss of use of tangible property that is not physically injured. All such loss shall be deemed to occur at the time of the "occurrence" that caused it.

P. "Suit" means a civil proceeding in which damage because of "bodily injury," "property damage," "personal injury" or "advertising injury" to which this coverage agreement applies are alleged. "Suit" includes:

1. An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent; or

2. Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.

Q. "Your product"

1. means: any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

a. You;

b. Others trading under your name; or

c. A person or organization whose business or assets you have acquired; and

2. means: containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

3. includes: warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

4. Includes: the providing of or failure to provide warnings or instructions.

"Your product" does not include vending machines or other property rented to or located for the use of others but not sold.

R. "Your work"

1. means: work or operations performed by you or on your behalf; and

2. means: materials, parts or equipment furnished in connection with such work or operations.

3. includes: warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

4. includes: the providing of or failure to provide warnings or instructions.

PUBLIC ENTITY

PREFERRED ENDORSEMENT

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.

This endorsement modifies coverage provided under the **GENERAL LIABILITY COVERAGE FORM, PGIT MN-200, and LAW ENFORCEMENT LIABILITY PGIT MN-208:**

This coverage does not apply to any liability:

A. Arising out of or caused or contributed to by any ownership, maintenance, operation, use, loading, unloading or control of or responsibility for any airfield, aircraft, runway, hangar, building or other property or facility designed for, used, connected, associated or affiliated with or in any way related to aviation or aviation activities; this exclusion does not apply to premises exposure for those common areas open to the public including but not limited to parking areas, sidewalks, and terminal buildings.

B. Alleging, based upon, arising out of or attributable to inverse condemnation, eminent domain, temporary or permanent taking, adverse possession, dedication by adverse use, condemnation proceedings, or claims brought under Florida Statute 70.001, the "Bert J. Harris, Jr., Private Property Rights Protection Act," or any similar claim by whatever name called.

However, we will pay up to $300,000 per occurrence and aggregate, inclusive of expenses and after the application of the General Liability Deductible for a claim alleging, based upon, arising out of or attributable to inverse condemnation, eminent domain, temporary or permanent taking, adverse possession, dedication by adverse use, condemnation proceedings, or claims brought under Florida Statute 70.001, the "Bert J. Harris, Jr., Private Property Rights Protection Act," or any similar claim by whatever name called;

C. arising out of, in connection with or caused or contributed to by any failure or inability to supply or any interruption of any adequate quantity of power, steam, pressure, or fuel;

D. arising out of or caused or contributed to by any subsidence, erosion or earth movement. We do not insure for such loss regardless of: (1) the cause of the excluded event; or (2) other causes of the loss; or (3) whether other causes acted concurrently or in any sequence with the excluded event to produce the loss; or (4) whether the event occurs suddenly or gradually, involves isolated or widespread damage, arises from natural, man-made, or external forces, or occurs as a result of any combination of these.

E. arising out of or caused or contributed to by any operation, maintenance, use, ownership or control of or responsibility for any:
- **1.** Hospital;
- **2.** Clinic;
- **3.** Treatment center or other public medical, psychiatric or psychological facility
- **4.** Medical, psychiatric or psychological treatment facility or infirmary at a prison, jail or other correctional facility of incarceration
- **5.** Any other facility which is similar or related to any of the foregoing;

F. arising out of "bodily injury" or "property damage" if such "bodily injury" or "property damage" is due to the rendering or failure to render any "professional health care services," but not including emergency medical services for first aid performed by emergency medical technicians, paramedics or Medical Director while in the course and scope of their duties.

G. arising out of or caused or contributed to by or connected with any actual or alleged violation of the Employee Retirement Income Security Act of 1974 (Public Law 93-406) or any amendment thereto or any similar provision of any local, state or federal law, statutory or common.

H. arising out of or caused or contributed to by any actual or alleged illegal discrimination;

I. arising out of the sale or distribution or handling of contaminants or pollutants including but not limited to acids, alkaloids, chemicals, fungus, metals, mold or bacteria in water sold, handled or distributed on behalf of the named COVERED PARTY.

J. arising out of any claim for injunctive, declaratory, or equitable relief and costs inclusive of any attorney's fees arising there from.

K. arising out of or caused by or contributed to by any actual or alleged deterioration, bursting, inadequacy, design of, control of, maintenance of, or any other alleged responsibility for any structure device, or water course, natural or man-made, including but not limited to: dams, reservoirs, levees, banks, embankments, gates, canals, ditches, gutters, sewers, aqueducts, channels, culverts, retaining walls, drains, tanks, watersheds, or drains, a purpose of which is the containing, carrying, impeding, channeling, diverting, or draining of water or other liquid. However, if coverage is provided in Section I.E.1. of the General Liability Coverage Form, PGIT MN-200 by virtue of limits being shown on the Declarations Page, then this Section K shall not apply to property damage coverage provided in Section I.E of the General Liability Coverage Form, PGIT MN-200, but only as to the bursting or failure of man-made sewer, storm water, grey water, or potable water supply pipes owned and maintained by you.

L. arising out of any activity or function by or on behalf of any law enforcement agency or any agent thereof and/or activity or function related to the administration of the criminal justice system, including secondary employment of any law enforcement official. Except this exclusion will not apply to your vicarious liability arising out of an act or omission by a law enforcement agency that is not owned, operated or controlled by the "covered party" if the "covered party" has contracted with an outside agency to provide law enforcement for your entity. This coverage will be capped at the lesser of the per occurrence limit of liability shown on the general liability coverage part declarations or at $2,000,000. Item L is deleted entirely if Law Enforcement Liability PGIT MN-208 is part of the coverage agreement.

M. arising out of "bodily injury" or "property damage" if such "bodily injury" or "property damage" is due to the rendering or failure to render any "professional health care services" if the **Covered Party**:

1. Is not properly licensed or their license is under suspension or has been revoked, surrendered, or otherwise terminated. This exclusion applies only to the **Covered Party** whose license is suspended, revoked, surrendered, or otherwise terminated.

2. Is under the influence of intoxicants or drugs. This exclusion applies only to the **Covered Party** that was under the influence of intoxicants or drugs.

N. arising from sexual abuse by any **Covered Party** committed after initial discovery by any official, trustee, director, officers, or partners of sexual abuse by such **Covered Party,** whether the sexual abuse was before or after such **Covered Party** was hired by you. However, discovery does not include discovery by the official, trustee, director, officer, or partner who committed such sexual abuse.

1. Sexual abuse means any actual, attempted or alleged sexual abuse or sexual molestation of a person by another person, or persons acting in concert, which causes physical and/or mental injuries. Sexual abuse includes: sexual molestation, sexual assault, sexual exploitation or sexual injury.

2. There is no coverage for either defense or indemnification of any employee or volunteer for sexual abuse, with respects to any claim based on or arising out of sexual abuse. Such employee or volunteer worker is not covered as respects to such claim.

3. The annual aggregate limit of liability for all sexual abuse claims is $2,000,000 .

PUBLIC ENTITY

COMMUNICABLE DISEASE SUBLIMIT– SPECIFIED OPERATION OR LOCATION

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.

This endorsement modifies coverage provided under the **GENERAL LIABILITY COVERAGE FORM, PGIT MN-200** and the **LAW ENFORCEMENT LIABILITY FORM, PGIT MN-208**

SCHEDULE

Specified Operation(s) or Location(s):

Operation of any jail, prison, or detention facility; not including temporary holding facilities less than 24 hours and/or;

Operation of any elder care, respite care, senior care, nursing care, long term care, group care, or assisted living facilities.

A. The following exclusion is added to **PGIT MN 200 Section I Coverages, A. Bodily Injury and Property Damage Liability, 2. Exclusions** and to **PGIT MN 208 Section A Coverage-Law Enforcement Liability,2. Exclusions**:
This coverage agreement does not apply to:

V.

1. Any actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defense cost, cost, expense or any other amount, that, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence;

a. Originates from;

b. Is caused by,

c. Arises out of;

d. Is contributed to by;

e. Results from; or

f. Is otherwise in connection with;

A **Communicable Disease** or the fear or threat (whether actual or perceived) of a **Communicable Disease**.

2. Any cost or expense to clean-up, detoxify, remove, monitor or test for a **Communicable Disease**.

This exclusion applies even if the claim against any **Insured** alleges negligence or other wrongdoing in the:

i. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a **Communicable Disease**;

ii. Testing for a **Communicable Disease**;

iii. Failure to prevent the spread of the **Communicable Disease**; or

iv. Failure to report the **Communicable Disease** to authorities.

This exclusion applies only to the Operation(s) or Location(s) shown in the Schedule above, including any operations, maintenance, ownership, supervision, management, control or locations that are necessary or incidental to the Operation(s) or Location(s) shown in the Schedule above.

If a Specified Operation is designated in the Schedule above, this exclusion applies regardless of where the Specified Operation in the Schedule above is conducted, whether such Operation is conducted by you or on your behalf, or whether the Operation is conducted for yourself or for others.

If a Specified Location is designated in the Schedule above, this exclusion applies to all liability and all operations only at such Location. For the purpose of this endorsement, Location means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

However, up to $300,000 per occurrence and in the aggregate, inclusive of expenses and defense and after application of the General Liability Deductible/ Self-Insured Retention is provided for under PGIT MN 200 SECTION I- COVERAGES, A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY claims arising out of, caused or contributed to by, resulting from, or otherwise in connection with **Communicable Disease** from the above Specified Operation or at the above Specified Location**.**

B. The following definition is added **PGIT MN 200 Section V - Definitions**:

S. Communicable Disease means any infection or contagious disease which can be transmitted by means of any substance or agent from any organism to another organism where:

1) The substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not;

2) Regardless of the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between humans, animals, or from any animal to any human or from any human to any animal; and

3) The disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or tangible or intangible property damage.

All other terms and conditions remain unchanged.

PUBLIC ENTITY

EMPLOYEE BENEFITS LIABILITY COVERAGE
(Occurrence)

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.

This endorsement modifies coverage provided under the **GENERAL LIABILITY COVERAGE FORM, PGIT MN-200:**

A. The following is added to **SECTION I – COVERAGES:**
COVERAGE – EMPLOYEE BENEFITS LIABILITY

1. Coverage Agreement

a. We will pay those sums that the covered party becomes legally obligated to pay as damages because of any act, error or omission, of the covered party, or of any other person for whose acts the covered party is legally liable, to which this coverage applies. We will have the right and duty to defend the covered party against any "suit" seeking damages. However, we will have no duty to defend the covered party against any "suit" seeking damages to which this coverage does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any "claim" or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Paragraph D. (Section III – Limits of Coverage); and

(2) Our right and duty to defend ends when we have used up the applicable limit of coverage in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This coverage applies to damages only if:

(1) The act, error or omission, is negligently committed in the "administration" of your "employee benefit program";

(2) The act, error or omission occurs during the coverage agreement period.

2. Exclusions

This coverage does not apply to:

a. Dishonest, Fraudulent, Criminal or Malicious Act

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any covered party, including the willful or reckless violation of any statute.

b. Bodily Injury, Property Damage, or Personal and Advertising Injury

"Bodily injury," "property damage" or "personal and advertising injury."

c. Failure to Perform A Contract

Damages arising out of failure of performance of contract by any insurer.

d. Insufficiency of Funds

Damages arising out of an insufficiency of funds to meet any obligation under any plan included in the "employee benefit program."

e. Inadequacy of Performance of Investment/Advice Given with Respect to Participation

Any "claim" based upon:

(1) Failure of any investment to perform;

(2) Errors in providing information on past performance of investment vehicles; or

(3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program."

f. Workers' Compensation and Similar Laws

Any "claim" arising out of your failure to comply with the mandatory provision of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

g. ERISA

Damages for which any covered party is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

h. Available Benefits

Any "claim" for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the covered party, from the applicable funds accrued or other collectible insurance.

i. Taxes, Fines or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

j. Employment-Related Practices

Damages arising out of wrongful termination of employment, discrimination, or other employment-related practices.

B. For the purposes of the coverage provided by this endorsement Paragraphs **2.**, **8.**, **9.**, and **10.** of the Supplementary Payments do not apply.

C. For the purposes of the coverage provided by this endorsement, the following is added to **Section II – Who Is a Covered Party**:

1. Each of the following is also a covered party:

a. Each of your "employees" who is or was authorized to administer your "employee benefit program."

b. Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.

c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Endorsement.

2. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Covered Party if no other similar insurance applies to that organization. However:

a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the coverage agreement period, whichever is earlier.

b. Coverage under this provision does not apply to any act, error or omission that was committed before you acquired or formed the organization.

D. For the purposes of the coverage provided by this endorsement, **Section III – Limits of Coverage** is replaced by the following:

1. Limits of Coverage

a. The Limits of Coverage shown in the Schedule and the rules below fix the most we will pay regardless of the number of:

(1) Covered Parties

(2) "Claims" made or "suits" brought;

(3) Persons or organizations making "claims" or bringing "suits";

(4) Acts, errors or omissions; or

(5) Benefits included in your "employee benefit program."

b. The Aggregate Limit is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program."

c. Subject to the Aggregate Limit, the Occurrence Limit is the most we will pay for all damages sustained by any "employee," including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

(1) An act, error or omission; or

(2) A series of related acts, errors or omissions negligently committed in the "administration" of your "employee benefit program."

However, the amount paid under this endorsement shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program."

The Limits of Coverage of this endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the coverage agreement period shown in the Declarations of the coverage agreement to which this endorsement is attached, unless the coverage agreement period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Coverage.

2. Deductible

a. Our obligation to pay damages on behalf of the covered party applies only to the amount of damages in excess of the deductible amount stated in the Schedule as applicable per occurrence. The limits of coverage shall not be reduced by the amount of this deductible.

b. The deductible amount stated in the Schedule applies to all damages sustained by any "employee," including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions in which this coverage applies.

c. The terms of this coverage, including those with respect to:
(1) Our right and duty to defend any "suits" seeking those damages; and

(2) Your duties, and the duties of any other involved covered party, in the event of an act, error or omission, or "claim" apply irrespective of the application of the deductible amount.

d. We may pay any part or all of the deductible amount to effect settlement of any "claim" or "suit" and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

E. For the purposes of the coverage provided by this endorsement, Conditions **B.** and **D.** of **Section IV – Commercial General Liability Conditions** are replaced by the following:

B. Duties In The Event Of An Act, Error Or Omission, Or "Claim" Or "Suit"

1. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a "claim." To the extent possible, notice should include:

a. What the act, error or omission was and when it occurred; and

b. The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

2. If a "claim" is made or "suit" is brought against any covered party, you must:

a. Immediately record the specifics of the "claim" or "suit" and the date received; and

b. Notify us as soon as practicable.

You must see to it that we receive written notice of the "claim" or "suit" as soon as practicable.

3. You and any other involved covered party must:

a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";

b. Authorize us to obtain records and other information;

c. Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit," and

d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the covered party because of an act, error or omission to which this coverage may also apply.

4. No covered party will, except at that covered party's own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.

F. For the purposes of the coverage provided by this endorsement, the following definitions are added to the Definitions Section:

1. "Administration" means:

a. Providing information to "employees," including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";

b. Handling records in connection with the "employee benefit program"; or

c. 'Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program."

However, "administration" does not include handling payroll deductions.

2. "Cafeteria plans" means plans authorized by applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars.

3. "Claim" means any demand, or "suit," made by an "employee" or an "employee's" dependents and beneficiaries, for damages as the result of an act, error or omission.

4. "Employee benefit program" means a program providing some or all of the following benefits to "employees," whether provided through a "cafeteria plan" or otherwise:

a. Group life insurance, group accident or health insurance, dental, vision and hearing plans, and flexible spending accounts, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;

b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such plans, are made generally available to those "employees" who are eligible under the plan for such benefits;

c. Unemployment insurance, social security benefits, workers' compensation and disability benefits;

d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies; and

e. Any other similar benefits designated in the Schedule or added thereto by endorsement.

G. For the purposes of the coverage provided by this endorsement, Definition **P.** of **Section V – Definitions** is replaced by the following:

P. "Suit" means a civil proceeding in which damages because of an act, error or omission to which this coverage applies are alleged. "Suit" includes:

1. An arbitration proceeding in which such damages are claimed and to which the covered party must submit or does submit with our consent; or

2. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the covered party submits with our consent.

Preferred® PGIT GOVERNMENTAL INSURANCE TRUST

PUBLIC ENTITY

GENERAL LIABILITY
DEDUCTIBLE LIABILITY COVERAGE

COVERED PARTY: Highlands County, a Political Subdivision of the State of Florida

AGREEMENT NO.: PK FL1 0281028 21-14 ENDORSEMENT EFFECTIVE: **10/01/2021**

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY

This endorsement modifies coverage provided under the **GENERAL LIABILITY COVERAGE FORM, PGIT MN-200:**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.
This endorsement changes the agreement effective on the inception date of the agreement unless another date is indicated above.

SCHEDULE

GENERAL LIABILITY				
Bodily Injury Liability OR	$	Per "Claim"	$	Per "Occurrence"
Property Damage Liability OR	$	Per "Claim"	$	Per "Occurrence"
Bodily Injury Liability and/or Property Damage Liability Combined	$	Per "Claim"	$0	Per "Occurrence"
EMPLOYEE BENEFITS				
Bodily Injury Liability OR	$	Per "Claim"	$	Per "Occurrence"
Property Damage Liability OR	$	Per "Claim"	$	Per "Occurrence"
Bodily Injury Liability and/or Property Damage Liability Combined	$	Per "Claim"	$0	Per "Occurrence"
LAW ENFORCEMENT LIABILITY				
Bodily Injury Liability OR	$	Per "Claim"	$	Per "Occurrence"
Property Damage Liability OR	$	Per "Claim"	$	Per "Occurrence"
Bodily Injury Liability and/or Property Damage Liability Combined	$	Per "Claim"	$	Per "Occurrence"

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

APPLICATION OF ENDORSEMENT (Enter below any limitations on the application of this endorsement. If no limitation is entered, the deductibles apply to damages for all "bodily injury" and "property damage," however caused):

A. Our obligation under the Bodily Injury Liability and Property Damage Liability Coverages to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the schedule above as applicable to such coverages.

B. You may select a deductible amount on either a per claim or per "occurrence" basis. Your selected deductible applies to the coverage option and to the basis of the deductible indicated by the placement of the deductible amount in the Schedule above. The deductible amount stated in the schedule above applies as follows:

1. PER CLAIM BASIS. If the deductible amount indicated in the Schedule above is on a per claim basis, that deductible applies as follows:
   a. Under Bodily Injury Liability Coverage, to all damages sustained by any one person because of "bodily injury";
   b. Under Property Damage Liability Coverage, to all damages sustained by any one person because of "property damage"; or
   c. Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages sustained by any one person because of:
      (1) "Bodily injury";
      (2) "Property damage"; or
      (3) "Bodily injury" and "property damage" combined as the result of any one "occurrence."

   If damages are claimed for care, loss of services or death resulting at any time from "bodily injury," a separate deductible amount will be applied to each person making a claim for such damages. With respect to "property damage," person includes an organization.
2. PER OCCURRENCE BASIS. If the deductible amount indicated in the Schedule above is on a "per occurrence" basis, that deductible amount applies as follows:
   a. Under Bodily Injury Liability Coverage, to all damages because of "bodily injury";
   b. Under Property Damage Liability Coverage, to all damages because of "property damage"; or
   c. Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages because of:
      (1) "Bodily injury";
      (2) "Property damage"; or
      (3) "Bodily injury" and "property damage" combined

   as the result of any one "occurrence," regardless of the number of persons or organizations who sustain damages because of that "occurrence."

C. The terms of this coverage, including those with respect to:

1. Our right and duty to defend the Covered Party against any "suits" seeking those damages; and
2. Your duties in the event of an "occurrence," claim or "suit"

apply irrespective of the application of the deductible amount.

D.

1. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.
2. In the event that an occurrence, accident or offense continues beyond the coverage period, the applicable deductible would apply separately to each coverage period in which the occurrence, accident or offense was committed or was alleged to have been committed.

Preferred® PGIT GOVERNMENTAL INSURANCE TRUST

PUBLIC ENTITY

PUBLIC OFFICIALS & EMPLOYMENT PRACTICES LIABILITY COVERAGE PART DECLARATIONS

COVERED PARTY: Highlands County, a Political Subdivision of the State of Florida

AGREEMENT NO.: PK FL1 0281028 21-14

SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE

Deductibles

Employment Practices Liability	$0
Public Officials Liability	$0

Coverage is only provided for the coverages indicated by an X.

Coverage

X	Employment Practices Liability	$2,000,000 $2,000,000	Per Claim Aggregate Limit
	Retroactive Date		
X	Public Officials Liability	$2,000,000 $2,000,000	Per Claim Aggregate Limit
	Retroactive Date		

Note for Claims Made coverage: If no Retroactive Date is shown above, claims will not be excluded based on the date the act was committed.

FORMS AND ENDORSMENTS
Forms and Endorsements applying to this Coverage Part and made part of the coverage agreement at this time of issue:

See PGIT MN-002

Premium: $ INCLUDED

THIS SUPPLEMENTAL DECLARATIONS AND THE COMMON AGREEMENT DECLARATIONS, TOGETHER WITH THE COMMON AGREEMENT CONDITIONS, COVERAGE PART(S), FORMS AND ENDORSMENTS, IF ANY, COMPLETE THE ABOVE NUMBERED AGREEMENT.

Preferred® PGIT GOVERNMENTAL INSURANCE TRUST

PUBLIC ENTITY

PUBLIC OFFICIALS' LIABILITY AND EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM (Claims Made and Reported)

In consideration of the payment of the premium, in reliance upon the **Application,** and subject to the Declarations and the terms and conditions of this **Coverage Agreement,** the **Covered Parties** and the **Trust** agree as follows:

SECTION I - COVERAGE AGREEMENTS

A. Public Officials' Liability

The **Trust** will pay on behalf of the **Covered Party** all sums in excess of the Deductible that the **Covered Party** shall become legally obligated to pay as **Damages** and **Claim Expenses** because of a **Claim** first made against the **Covered Party** and reported to the **Trust** during the **Agreement Period** or, if exercised, the **Extended Reporting Period,** by reason of a **Wrongful Act** in the performance of or failure to perform duties for the **Public Entity.** The **Wrongful Act** must have been committed on or subsequent to the **Retroactive Date** specified in the Declarations and before the end of the **Agreement Period.**

B. Employment Practices Liability

If coverage is granted pursuant to the Declarations, the Trust will pay on behalf of the Covered Party all sums in excess of the Deductible that the **Covered Party** shall become legally obligated to pay as **Damages** and **Claim Expenses** because of a **Claim** first made against the **Covered Party** and reported to the **Trust** during the **Agreement Period,** or if exercised, the **Extended Reporting Period,** by reason of a **Wrongful Act,** if such Claim is brought and maintained by or on behalf of any past, present or prospective full-time, part-time, **temporary** or **leased employee**(s) of the **Public Entity.** The **Wrongful Act** must have been committed on or subsequent to the **Retroactive Date** specified in the **Declarations** and before the end of the **Agreement Period.**

SECTION II - SUPPLEMENTARY PAYMENTS

A. Pre-Termination

If during the **Agreement Period** you report a potential termination of any employee to us prior to the time the termination is made, we will pay for consultation with legal counsel of our choice to provide:

1. Legal analysis concerning the appropriateness of the termination; and

2. If applicable, legal assistance in handling the termination.

The most we will pay is $2,500 for each potential employee termination, subject to an **Agreement Period** aggregate of $5,000.

B. Non-Monetary claims

The **Trust** shall defend and pay **Claims Expenses** for a claim seeking relief or redress in any form other than monetary damages, provided said claim is not otherwise excluded, subject to the following conditions:

1. Defense costs under this section have an annual aggregate limit of liability of $100,000.

2. The Trust defends the Claim from first notice to **Covered Party.**

3. Notwithstanding any other provisions of this Coverage Agreement, the **Trust** will not pay any attorneys' fees, costs, or other expenses sought by a claimant arising out of or in connection with such non-monetary claim.

C. Key Individual Replacement Expenses

The **Trust** will reimburse the **named covered party** up to a maximum of $25,000 for the actual cost and expenses incurred to replace your Mayor, City/County Manager or City/County Administrator or Executive Director, if the person holding that position suffers an injury during the **coverage agreement period** which results in loss of life during the **coverage agreement period**. **Key Individual Replacement expenses** must

be incurred by the **Named Covered Party** and reported to us during the **coverage agreement period** or within the **extended reporting period**. This benefit is not subject to a deductible and does not apply to equivalent position of outside third party

D. Emergency Travel Expenses

The **Trust** will reimburse you up to a maximum of $5,000 for all **emergency travel expenses** incurred by your Mayor, City/County Manager, City/County Administrator or Executive Director due to a **certified act of terrorism** that commences during the **coverage agreement period**. **Emergency travel expenses** must be incurred and reported to us during the **coverage agreement period** or within the **extended reporting period.** This benefit is not subject to a deductible and does not apply to equivalent position of outside third party

E. Identity Theft Expenses

The **Trust** will reimburse up to $5,000 to any present Mayor, City/County Manager, City/County Administrator, or Executive Director of the **named covered party** for identity theft expenses that have been incurred during the **coverage agreement period** for an **identity theft event** that occurred during the **coverage agreement period**. Identity theft expenses must be incurred and reported to us during the **coverage agreement period** or within the **Extended reporting period.** This benefit is not subject to a deductible and does not apply to equivalent position of outside third party.

Identity theft expenses means:

1. Costs of notarizing documents required by any financial institution or similar creditors as testaments of fraud.
2. Costs for certified mail to law enforcement agencies, financial institutions or similar creditors; or
3. Loan application fees for reapplying for loans when the original application is rejected solely because of incorrect credit information.

SECTION III - DEFINITIONS

When used in this **Coverage Agreement:**

A. Agreement Period the period of time specified in the Declarations, subject to prior termination pursuant to PGIT MN-090 A. Cancellation of the **Coverage Agreement.**

B. Advertising Injury means any damages based upon or arising out of a wrongful act from one or more of the following:

1. Violation of property rights.
2. Misappropriation of advertising ideas or style of business.
3. Infringement of copyright title or slogan.

C. Application means all applications, including any attachments thereto, and all other information and materials submitted by or on behalf of the **Covered Parties** to the **Trust** in connection with the Trust underwriting this **Coverage Agreement** or any policy of which this **Coverage Agreement** is a direct or indirect renewal or replacement. All such applications, attachments, information and materials are deemed attached to and incorporated in this **Coverage Agreement.**

D. Bodily Injury means injury to the body, sickness, or disease, including death resulting from such injuries. **Bodily Injury** also means mental injury, mental anguish, mental tension, emotional distress, pain and suffering, or shock, whether or not resulting from injury to the body, sickness, disease or death of any person.

E. Claim Expenses means:

1. Reasonable and necessary attorneys' fees, expert witness fees and other fees and costs incurred by the **Trust,** or by the **Covered Party** with the **Trust's** prior written consent, in the investigation and defense of covered **Claims.**
2. Reasonable and necessary premiums for any appeal bond, attachment bond or similar bond, provided the **Trust** shall have no obligation to apply for or furnish such bond; and
3. Prejudgment and post judgment interest awarded in any **Claim.**

Claim Expenses shall not include wages, salaries, fees or costs of directors, officers or employees of the **Trust** or the **Named Covered Party.**

F. Claim means:

1. A civil proceeding against any **Covered Party** seeking monetary damages or non-monetary or injunctive relief, commenced by the service of a complaint or similar pleading; and

2. An administrative proceeding including but not limited to EEOC or other regulatory proceeding against any **Covered Party,** commenced by the filing of a notice of charges, investigative order or similar document.

G. Coverage Agreement means, collectively, the Declarations, PGIT MN-090 The Common Agreement Conditions, the **Application,** this **Coverage Agreement** form and any endorsements.

H. Covered Party means:

1. The **Public Entity**.

2. All persons who were, now are or shall be lawfully elected or appointed officials or employees while acting for or on behalf of the **Public Entity**.

3. Commissions, boards, or other units, and members and employees thereof, operated by and under the jurisdiction of such **Public Entity** and within an apportionment of the total operating budget indicated in the application for this Coverage Agreement.

4. Volunteers and leased employees acting for or on behalf of, and at the request and under the direction of, the **Public Entity**.

5. Officials and employees of the **Public Entity** appointed at the request of the **Public Entity** to serve with a tax-exempt entity as long as the tax-exempt entity is operated by or under the jurisdiction of the **Public Entity**.

6. The Medical Director for the Covered Party Florida **Public Entity**, but solely while acting within the course and scope of their duties as Medical Director as outlined in Florida Statute 401.265.

I. Damages means compensatory damages which the **Covered Party** becomes legally obligated to pay on account of a covered **Wrongful Act,** by way of judgment, award or, with the prior written consent of the **Trust**, settlement. For purposes of this Coverage Form only, **damages** shall also include attorneys' fees, costs, or other expenses which the **Covered Party** becomes legally obligated to pay by way of judgment, award or, with the prior written consent of the **Trust**, settlement.

Damages shall not include:

1. Taxes, fines, penalties, or sanctions.

2. Punitive or exemplary damages or the multiple portion of any multiplied damages award.

3. Matters uninsurable under the laws pursuant to which this **Coverage Agreement** is construed; or

4. The cost to comply with any injunctive or other non-monetary or declaratory relief, including specific performance, or any agreement to provide such relief.

J. Extended Reporting Period means the period for the extension of coverage, if exercised, described in Section VI.

K. Personal Injury means injury arising out of one or more of the following offenses:

1. False arrest, detention or imprisonment.

2. Malicious prosecution.

3. Libel, slander or other defamatory or disparaging material.

4. Publication or an utterance in violation of an individual's right to privacy; and

5. Wrongful entry or eviction, or other invasion of the right to private occupancy.

L. Pollutants shall include, without limitation, solids, liquids, gaseous or thermal irritants, contaminants or smoke, vapor, soot, fumes acids, alkalis, chemicals or waste materials, including materials to be recycled, reconditioned, or reclaimed. **Pollutants** shall also mean any other air emission, odor, wastewater, oil or oil products, infectious or medical scents or byproducts produced or released by fungi, but does not include any fungi intended by the **Covered Party** for consumption and electric or magnetic or electromagnetic field. **Pollutants** shall also include any substance exhibiting any hazardous characteristics as defined by or identified on a list of hazardous substances issued by the United States Environmental Protection Agency or any federal, state, county, municipal or local counterpart thereof or any foreign equivalent.

M. Property Damage means:

1. Physical injury to, or loss or destruction of, tangible property, including the loss of use thereof; and

2. Loss of use of tangible property which has not been physically injured, damaged, or destroyed.

N. Public Entity means the municipality, governmental body, department or unit which is named in the Declarations.

O. Related Claims means all Claims arising out of a single **Wrongful Act** or a series of **Related Wrongful Acts**. All **Related Claims** that are made and reported before the end of the **Agreement Period** or any **Extended Reporting Period** provided shall be deemed to have been first made on the earliest date any **Related Claim** is first made against the **Covered Party,** regardless of whether that earliest date is before the **Agreement Period,** during the **Agreement Period,** or during the Extended Reporting Period, and regardless of the number of **Related Claims,** claimants, defendants or causes of action.

P. Related Wrongful Acts means all **Wrongful Acts** that have as a common nexus any act, circumstance, situation, event, transaction, cause or series of related facts, circumstances, situations, events, transactions or causes.

Q. Retaliation means a **wrongful act** of a **Covered Party** relating to or alleged to be in response to any of the following activities:

1. The disclosure or threat of disclosure by an employee of the **Public Entity** to a superior or to any Governmental agency of any act by a **Covered Party** which act is alleged to be a violation of any Federal, State, local or foreign law, common or statutory, or any rule or regulation promulgated thereunder,

2. The actual or attempted exercise by an employee of the **Public Entity** of any right that such employee has under law, including rights under workers' compensation laws, the Family and Medical Leave Act, the Americans with Disabilities Act or any other law relating to employee rights,

3. The filing of any claim under the Federal False Claims Act or any other federal, state, local or foreign whistle-blower law,

4. Strikes by employees of the **Public Entity**, or

5. Political affiliation.

R. Retroactive Date means the date specified in the Declarations.

S. Trust means the Preferred Governmental Insurance Trust.

T. Wrongful Act means:

1. With respect to Public Officials Liability, any actual or alleged act, error or omission, neglect or breach of duty committed by the **Public Entity,** or by any other **Covered Party** solely in the performance of duties for the **Public Entity.**

2. With respect to Employment Practices Liability, a **Wrongful Employment Practice** committed by the **Public Entity,** or by any other **Covered Party** solely in the performance of duties for the **Public Entity.**

3. Wrongful Act shall include discrimination or harassment of non-employees by the **Public Entity** or by any other **Covered Party**.

U. Wrongful Employment Practice means any actual or alleged:

1. Wrongful dismissal or discharge or termination of employment, whether actual or constructive.

2. Employment related misrepresentation.

3. Violation of any federal, state, or local laws (whether common or statutory) concerning employment or discrimination in employment.

4. Sexual harassment or another unlawful workplace harassment.

5. Wrongful deprivation of a career opportunity or failure to employ, promote or grant tenure.

6. Wrongful discipline of employees.

7. Negligent evaluation of employees.

8. Failure to adopt adequate workplace or employment policies and procedures; or

9. Employment related libel, slander, defamation or invasion of privacy.

The foregoing definitions shall apply equally to the singular and plural forms of the respective words.

V. **Leased Employee** means a person leased to the **Public Entity** by a labor leasing firm under an agreement between the **Public Entity** and the labor leasing firm, to perform duties related to the conduct of the **Public Entity's** business. **Leased Employee** does not include a **temporary employee**

W. **Temporary Employee** means a person who is furnished to the **Public Entity** to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

X. **Key Individual Replacement Expenses** means:

1. The cost of advertising the open position; and

2. Travel, lodging and meal expense incurred in interviewing applicants for the open position; and

3. Miscellaneous extra expenses incurred in finding, interviewing, and negotiating with the applicants, including overtime pay, costs to verify the applicants background, and references and legal expenses incurred to prepare employment contracts.

Y. **Emergency Travel Expenses** means the additional cost of travel, accommodating and rescue, including the cost of transporting personal baggage, of a Mayor, City/ County Manager, City/ County Administrator, or Executive Director of the Named Insured incurred as a direct result of the cancellation of that Insured Mayor, City/ County Manager, City/ County Administrator, or Executive Director's previously scheduled transport that necessitates re-scheduling within forty-eight (48) hours of the date and time that the **certified act of terrorism** was first initiated.

Z. **Certified Act of Terrorism** means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the Federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a **certified act of terrorism** means the following:

1. The act resulted in insured **losses** in excess of $5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

AA. **Identity theft event** means the misappropriation of **personally identifiable information** or any other confidential information which has resulted in the wrongful or fraudulent use of such **personally identifiable information**, including but not limited to fraudulently emulating the identity of an individual.

BB. **Personally Identifiable Information** means:

1. Information from which an individual may be uniquely and reliably identified, including but not limited to an individual's name, address, telephone number, or email address, in combination with their Social Security number, account relationships, account numbers, passwords, PIN numbers, credit card numbers or biometric information; or

2. Personal information as defined in any U.S. federal or state privacy protection law governing the control and use of an individual's personal and confidential information, including any regulations promulgated thereunder, or any similar or related laws or regulations of any foreign jurisdiction, including but not limited to:

(**a**) Nonpublic personal information as defined by Title V of the Gramm-Leach-Bliley Act of 1999 as amended and any regulations promulgated thereto.
(**b**) Protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH) as amended, and any regulations promulgated thereto.
(**c**) Personal information as defined in the Florida Statute 817.568
(**d**) Customer information held by a creditor or financial institution as defined by and protected under the FTC Red Flags Rule.

SECTION IV - EXCLUSIONS

The **Trust** shall not be liable for **Damages** or **Claims Expenses** on account of any **Claim:**

A. Based upon, arising out or attributable to any actual or alleged dishonest, fraudulent, unlawful, criminal, malicious or willful and wanton act, error or omission, or any intentional or knowing violation of the law by a **Covered Party.**

B. Seeking relief or redress in any form other than monetary damages or Claims Expenses for a Claim seeking such non-monetary relief, except as provided in the Supplementary Payments above.

C. Alleging, based upon, arising out or attributable to any:

1. Bodily Injury;

2. Property Damage;

3. Personal Injury;

4. Advertising Injury;

5. Any allegation that a **Covered Party** negligently employed, investigated, supervised or retained any person who is liable or responsible for such injury or damage, as it relates to items C 1, 2, 3, and 4 above; or

6. Any willful violation of any statute, ordinance or regulation committed by you or with your knowledge or consent as it relates to items C 1, 2, 3, and 4 above.

D. Alleging, based upon, arising out or attributable to inverse condemnation, eminent domain, temporary or permanent taking, adverse possession, dedication by adverse use, condemnation proceedings, or claims brought under Florida Statute 70.001, the “Bert J. Harris, Jr., Private Property Rights Protection Act," or any similar claim by whatever name called.

E. Alleging, based upon, arising out or attributable to war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war is declared or not), strike, lock-out, riot, civil war, rebellion, revolution, insurrection, or civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.

F. Alleging, based upon, arising out or attributable to the failure to effect or maintain any insurance or bond, which shall include, but not be limited to, insurance provided by self-insurance arrangements, pools, self-insurance trusts, captive insurance companies, retention groups, reciprocal exchanges or any other plan or agreement of risk transfer or assumption.

G. Alleging, based upon, arising out or attributable to the gaining in fact of any profit or financial advantage to which the **Covered Party** was not legally entitled.

H. Alleging, based upon, arising out or attributable to the return or improper assessment of taxes, assessments, penalties, fines, fees.

I. Alleging, based upon, arising out or attributable to:

1. the actual, alleged or threatened discharge, dispersal, release, escape, seepage, migration or disposal of **Pollutants;** or

2. any direction or request that any **Covered Party** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize **Pollutants,** or any voluntary decision to do so.

Print Date: 10/29/2021

J. Alleging, based upon, arising out or attributable to the planning, construction, maintenance, operation or use of any nuclear reactor, nuclear waste storage or disposal site or any other nuclear facility; the transportation of nuclear material; or any nuclear reaction or radiation, or radioactive contamination, regardless of its cause.

K. Alleging, based upon, arising out or attributable to an actual or alleged violation of the responsibilities, obligations or duties imposed by the Employee Retirement Income Security Act of 1974, any similar state or local laws, and any rules and regulations promulgated thereunder and amendments thereto.

L. Brought or maintained by or on behalf of or in the right of any **Covered Party,** however with respects any **Claim** alleging any **Wrongful Employment Practices,** this exclusion shall only apply to crossclaims or counterclaims brought or maintained by, on behalf of, or in the right of one **Covered Party** against another **Covered Party.**

M. Alleging, based upon, arising out or attributable to breach of contract, warranty, guarantee or promise unless such liability would have attached to the **Covered Party** even in the absence of such contract, warranty, guarantee or promise. However, this exclusion shall not apply to any **Claim** alleging any **Wrongful Employment Practices.**

N. Alleging, based upon, arising out or attributable to any actual or alleged liability assumed by the **Covered Party** under any contract or agreement, unless such liability would have attached to the **Covered Party** even in the absence of such contract.

O. Alleging, based upon, arising out of or attributable to any actual or alleged violation of any antitrust, restraint of trade or other law, rule or regulation which protects competition. Including but not limited to liability arising out of estimates of probable costs or cost estimates being exceeded, faulty preparation of bid specifications or plans, or failure to award contracts in accordance with statutes or ordinances which under law must be submitted for bids.

P. Alleging, based upon, arising out or attributable to the operation of or activities of any schools, hospitals, clinics, nursing homes, or other health care operations, unless specifically included by endorsement attached.

Q. Alleging, based upon, arising out or attributable to the rendering or failure to render medical services, including without limitation:

1. Providing medical, surgical, dental, psychiatric or nursing treatment, care, diagnosis or services, including the furnishing of food or beverage in connection therewith.

2. Furnishing or dispensing drugs or medical, dental or surgical supplies or appliances.

3. Handling, arranging or performing post-mortem examinations on human bodies.

4. Providing services as a member of or participant in a formal medical accreditation or similar medical professional board or committee of a hospital or a professional society.

5. Providing services as a member of or participating in a formal medical peer review committee, board or similar medical peer review group of a hospital or a professional society; or

6. Proffering any advice, counseling, training and oversight in connection with any of the above except as provided under Florida Statute 401.265.

7. While a **Covered Party** is not properly licensed or their license is under suspension or has been revoked, surrendered, or otherwise terminated. This exclusion applies only to the **Covered Party** whose license is suspended, revoked, surrendered, or otherwise terminated.

8. While a **Covered Party** is under the influence of intoxicants or drugs. This exclusion applies only to the **Covered Party** that was under the influence of intoxicants or drugs.

R. Alleging, based upon, arising out of or attributable to (1) any prior or pending litigation filed on or before the effective date of the first agreement issued and continuously renewed by the **Trust**, or the same or substantially the same **Wrongful Act**, fact, circumstance or situation underlying or alleged therein, or (2) any other **Wrongful Act** which, together with a **Wrongful Act** in any prior or pending litigation, would constitute **Related Wrongful Acts**.

S. Alleging, based upon, arising out or attributable to (1) any **Wrongful Act**, fact, circumstance or situation which has been the subject of any written notice given under any other agreement or policy, or (2) any other **Wrongful Act** which, together with a **Wrongful Act** which has been the subject of such notice, would constitute **Related Wrongful Acts**.

T. Alleging, based upon, arising out or attributable to any **Wrongful Act** prior to the inception date of the first agreement issued by the **Trust** and continuously renewed and maintained, if on or before such date any **Covered Party** knew or could have reasonably foreseen that such **Wrongful Act** could lead to a **Claim**.

U. Solely with respect to any **Claim** under Coverage Agreements Clause B, Employment Practices Liability:

1. Alleging, based upon, arising out or attributable to any violation of the responsibilities, obligations or duties imposed by (i) any worker's compensation, disability benefits, unemployment compensation, unemployment insurance, retirement benefits, social security benefits or similar law; (ii) the Fair Labor Standards Act (except the Equal Pay Act), (iii) the National Labor Relations Act, (iv) the Worker Adjustment and Retraining Notification Act, (v)the Consolidated Omnibus Budget Reconciliation Act, (vi) the Occupational Safety and Health Act, any rules or regulations of any of such statutes or laws, amendments thereto or any similar provisions of any federal, state, local or foreign statutory law or common law; provided however this exclusion shall not apply to a **Claim** for **Retaliation**.

2. Alleging, based upon, arising out or attributable to any costs or liability incurred by any Covered Party to provide any reasonable accommodations required by, made as a result of, or to conform with the requirements of, the Americans With Disabilities Act of 1992, as amended, or any similar federal, state or local law, regulation or ordinance, including the modification of any building, property or facility to make it more accessible or accommodating to any disabled person.

V. Arising out of any act or omission resulting from law enforcement activities of any police department or any other law enforcement agencies, including their agents or employees.

W. Based on or arising out of the infringement of copyright, trademark, plagiarism, piracy or misappropriation of any ideas or other intellectual property.

X. Any **Wrongful Act** arising out of the ownership, entrustment, maintenance, operation, use, loading or unloading of automobiles; or the transport of any person.

Y. Arising from activities of any attorney-at-law, medical personnel, architect, engineer or accountant, in the scope of their professional duties; however notwithstanding the forgoing, coverage applies to any claims made against them as Public Officials or Employees of yours.

Z. Based upon, arising out of or attributable to any **media wrongful act** allegedly committed by the **Covered Party** or by someone for whom the **Covered Party** is legally responsible, including liability **assumed under contract**.

For purposes of this exclusion, the phrase "**media wrongful act**" means any:

1. Libel, slander, or any other form of defamation or harm to the character or reputation of any person or entity, including product disparagement or trade libel.

2. Copyright infringement or misappropriation of property rights, information or ideas or dilution or infringement of title, slogan trademark, trade name, service mark or service name.

3. Common law unfair competition or unfair trade practices alleged in conjunction with the acts described above in **1.** and **2.**

4. Invasion or infringement of the right of privacy or publicity, including the torts of intrusion upon seclusion, publication of private facts, false light, and misappropriation of name or likeness.

5. Infliction of emotional distress or mental anguish.

6. False arrest, detention or imprisonment, harassment, trespass, wrongful entry or eviction, eavesdropping, or other invasion of the right of private occupancy.

7. Plagiarism, privacy or misappropriation of ideas under implied contracts; and

8. Economic harm to a third party directly resulting from the party's reliance or failure to rely upon the content of matter, which is false or erroneous,

resulting from a **Covered Party's** acquiring, blogging, broadcasting, collecting, disseminating, distributing, editing, exhibiting, gathering, obtaining, producing, publishing, releasing, researching, recording, tweeting or uttering matter through traditional and digital methods including but not limited to cable television, radio, movie and music studios, newspapers, magazines, books and print publications, website, apps, CD-ROMs and DVDs.

For purposes of this exclusion, the phrase "**assumed under contract**" means liability for damages for injury which the **Covered Party** is required to indemnify based upon a written contract, hold harmless agreement, indemnity agreement, or similar arrangement, which document: (i) was executed by the **Covered Party** prior to the occurrence of the injury for which indemnity is sought, and (ii) requires the **Covered Party** to indemnify for injury caused in whole or in part by the content of media material used in a media communication.

AA. based upon, arising out of or attributable to any:

1. Access to or disclosure of any person's or organization's confidential or personal information, including but not limited to patents, trade secrets, processing methods, customer lists, proprietary information, financial information, banking information, investment information, charge card information, debit card information, credit card information, cardholder data as defined under PCI-DSS, health information, social security numbers, driver's license or state identification numbers, access codes, passwords, personal identification numbers, or any other type of nonpublic information;

2. Failure to timely disclose any unauthorized access to or disclosure of any person's or organization's confidential or personal information, including but not limited to the items listed in Paragraph **1.** above; or

3. The loss of loss of use of, damage to, corruption of, inability to access, or inability to manipulate **electronic data**.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph **1.**, **2.**, or **3.** above.

As used in this exclusion, "**electronic data**" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

V - ESTATES, LEGAL REPRESENTATIVES AND SPOUSES

The estates, heirs, legal representatives, assigns, spouses and legally recognized domestic partners of **Covered Party** shall be considered **Covered Parties** under this **Coverage Agreement**; but coverage is afforded to such estates, heirs, legal representatives, assigns, spouses and legally recognized domestic partners only for a **Claim** arising solely out of their status as such and, in the case of a spouse or legally recognized domestic partner, where the **Claim** seeks damages from marital community property, jointly held property or property transferred from a natural person **Covered Party** to the spouse or legally recognized domestic partner. No coverage is provided for any **Wrongful Act** of an estate, heir, legal representative, assign, spouse or legally recognized domestic partner. All of the terms and conditions of this **Coverage Agreement** including, without limitation, the Deductible applicable to **Damages** and **Claims Expenses** incurred by **Covered Parties** shown in the Declarations, shall also apply to Damages and Claims Expenses incurred by such estates, heirs, legal representatives, assigns, spouses and legally recognized domestic partners.

SECTION VI - EXTENDED REPORTING PERIODS

If the **Trust** terminates or does not renew this **Coverage Agreement** (other than for failure to pay a premium when due), or if the **Public Entity** terminates or does not renew this **Coverage Agreement** and does not obtain replacement coverage as of the effective date of such cancellation or non-renewal, the **Public Entity** shall have the right, upon payment of the additional premium described below, to a continuation of the coverage granted by this **Coverage Agreement** for at least one Extended Reporting Period as follows:

A. Automatic **Extended Reporting Period**

The **Public Entity** shall have continued coverage granted by this **Coverage Agreement** for a period of 60 days following the effective date of such termination or nonrenewal, but only for **Claims** first made during such 60 days and arising from **Wrongful Acts** taking place prior to the effective date of such termination or nonrenewal.

B. Optional **Extended Reporting Period**

The **Public Entity** shall have the right, upon payment of up to 200% of the expiring premium, set forth in the Declarations, to purchase an Optional Extended Reporting Period, for the period of 12 months following the effective date of such cancellation or nonrenewal, but only for **Claims** first made during such Optional Extended Reporting Period and arising from **Wrongful Acts** taking place prior to the effective date of such termination or nonrenewal.

This right to continue coverage shall lapse if written notice of such election is not given by the **Public Entity** to the **Trust,** and the **Trust** does not receive payment of the additional premium, within 60 days following the effective date of termination or nonrenewal.

The first 60 days of the Optional Extended Reporting Period, if it becomes effective, shall run concurrently with the Automatic Extended Reporting Period.

C. The **Trust** shall give the **Public Entity** notice of the premium due for the **Extended Reporting Period** as soon as practicable following the date the **Public Entity** gives such notice of such election, and such premium shall be paid by the **Public Entity** to the **Trust** within 10 days following the date of such notice by the **Trust** of the premium due. The **Extended Reporting Period** is not cancelable and the entire premium for the **Extended Reporting Period** shall be deemed fully earned and nonrefundable upon payment.

D. The **Extended Reporting Period,** if exercised, shall be part of and not in addition to the Limit of Liability for the immediately preceding **Coverage Agreement Period.** The purchase of the **Extended Reporting Period** shall not increase or reinstate the Limit of Liability, which shall be the maximum liability of the **Trust** for the **Agreement Period** and **Extended Reporting Period,** combined.

E. A change in **Coverage Agreement** terms, conditions, exclusions and/or premiums shall not be considered a nonrenewal for purposes of triggering the rights to the Automatic or Optional **Extended Reporting Period.**

SECTION VII - LIMIT OF LIABILITY

In the event of a suit or claim triggering coverage under this Coverage Part and the GENERAL LIABILITY COVERAGE PART, the terms and conditions in PGIT MN-090, D. COORDINATION OF COVERAGES also apply. Regardless of the number of Coverages purchased, **Covered Parties** against whom **claims** are brought, **claims** made or persons or entities making **claims**:

A. Limit of Liability for Coverage(s) Purchased

1. To each **claim** Limit of Liability stated in the Declarations for a Coverage purchased is the **Trust's** maximum liability under that Coverage for the sum of all **damages** because of each **Claim**, including **claims** alleging **related wrongful acts,** first made and reported during the **agreement period.**

2. The Aggregate Limit of Liability stated in the Declarations for a Coverage purchased is the **Trust's** maximum liability under that Coverage for the sum of all **damages** because of all Claims, including all Claims alleging **related wrongful acts,** first made and reported during the **agreement period.**

3. **Claims Expenses** shall not be part of and are in addition to the Aggregate Limit of Liability stated in the Declarations and shall not reduce such Aggregate Limit of Liability.

B. Maximum **Coverage Agreement** Aggregate Limit of Liability

The Maximum **Coverage Agreement** Aggregate Limit of Liability stated in the Declarations is the **Trust's** maximum liability under all Coverages purchased for the sum of all **damages** because of all **claims** under this **Coverage Agreement.**

C. Deductible

The Deductible stated in the Declarations is applicable to each **claim** under the Coverage Agreement Clauses indicated, including each **claim** alleging **Related Wrongful Acts,** and applies to **damages.** The Deductible shall be paid by the **Public Entity** and shall be borne at the risk of all **Covered Parties,** and shall remain not covered during the **Agreement Period.** The Limits of Liability set forth in the Declarations are in addition to and in excess of the Deductible. If different parts of a single **claim** are subject to different Deductibles, the applicable Deductible shall be applied separately to each part of the **Damages,** but the sum of such Deductibles shall not exceed the largest applicable Deductible. The Deductible does not apply to Supplementary Payments or Claims Expenses made under this agreement, unless otherwise stated.

D. Multiple **Claims**

All **Related Claims** shall be deemed a single **Claim,** and such **Claim** shall be deemed first made on the date the earliest of such **Related Claims** was first made.

SECTION VIII - NOTICE

A. The **Covered Party** shall, as a condition precedent to the obligations of the **Trust** under this **Coverage Agreement,** give immediate written notice to the **Trust** of any **claim,** but in no event later than 30 days after the end of the **Agreement Period,** the Automatic Extended Reporting Period, or, if elected, the Optional Extended Reporting Period.

B. The **Covered Party** shall immediately forward to the **Trust**, every demand, notice, summons, or other process or pleadings received by the **Covered Party** or its representatives.

C. If, during the **Agreement Period,** any **Covered Party** becomes aware of any **wrongful act** which may reasonably be expected to give rise to a **claim** against the **Covered Party,** and during the **Agreement Period** gives written notice thereof to the **Trust** with all available particulars, including but not limited to:

1. The specific **wrongful act;**

2. The dates and persons involved;

3. The identity of anticipated or possible claimants;

4. The circumstances by which the **Covered Party** first became aware of the possible **claim,**

and a **claim** is subsequently made against the **Covered Party** arising from such **wrongful act** and properly reported to the **Trust,** the **claim** shall be deemed to have been first made at the time such written notice was received by the **Trust.**

D. All notices under any provision of this **Coverage Agreement** shall be in writing and given by prepaid express courier, certified mail or facsimile transmission properly addressed to the appropriate party. Notice to the **Covered Parties** may be given to the **Public Entity** at the address shown in the Declarations. Notice given as described above shall be deemed to be received and effective upon actual receipt thereof by the addressee.

SECTION IX - DEFENSE AND SETTLEMENT

A. The **Trust** shall have the right and duty to defend any covered c**laim** brought against the **Covered Party** even if such **claim** is groundless, false or fraudulent. The **Covered Party** shall not admit or assume liability or settle or negotiate to settle any **claim** or incur any **claims expenses** without the prior written consent of the **Trust,** and the **Trust** shall have the right to appoint counsel and to make such investigation and defense of a covered **claim** as it deems necessary.

B. The **Trust** shall not settle any **claim** without the written consent of the **Public Entity**. If the **Public Entity** refuses to consent to a settlement or compromise recommended by the **Trust** and acceptable to the claimant, then the **Trust's** Limit of Liability under this **Coverage Agreement** with respect to such **claim** shall be reduced to the amount of **damages** for which the **claim** could have been settled plus all **claims expenses** incurred up to the time the **Trust** made its recommendation to the **Public Entity**, which amount shall not exceed that portion of any applicable Aggregate Limit of Liability that remains unexhausted by payment of **damages**.

Print Date: 10/29/2021

C. The **Trust** shall not be obligated to investigate, defend, pay or settle, or continue to investigate, defend, pay or settle any **claim** after any applicable Limit of Liability specified in the Declarations has been exhausted by payment of **damages** or after the **Trust** has deposited the remainder of any unexhausted applicable Limit of Liability into a court of competent jurisdiction. In either such case, the **Trust** shall have the right to withdraw from the further investigation, defense, payment or settlement of such **claim** by tendering control of such **claim** to the **Covered Party**.

D. The **Covered Parties** shall cooperate with the **Trust** and provide to the **Trust** all information and assistance which the **Trust** reasonably requests including but not limited to attending hearings, depositions and trials and assistance in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and conducting the defense of any **claim** covered by this **Coverage Agreement**. The **Covered Parties** shall do nothing that may prejudice the **Trust's** position.

SECTION X - REPRESENTATIONS AND SEVERABILITY

A. The **Covered Parties** represent and acknowledge that all the information and statements provided to the **Trust** by any **Covered Party**, including information and documentation in, attached to or incorporated in the **Application**, are true, accurate and complete, constitute material representations made by all **Covered Parties**, are the basis of this **Coverage Agreement**, are incorporated into and constituting a part of this **Coverage Agreement**, and are material to the acceptance of this risk or the hazard assumed by the **Trust** under this **Coverage Agreement.**

B. **It is** understood **and** agreed that:

1. This **Coverage Agreement** is issued in reliance upon the truth and accuracy of such representations.

2. The **Public Entity** has and will provide accurate information with regard to loss control audits and network security assessments; and

3. If such representations or such information are not true, accurate and complete, this **Coverage Agreement** shall be null and void in its entirety and the **Trust** shall have no liability hereunder.

SECTION XI - TERRITORY AND VALUATION

A. All premiums, limits, deductibles, **damages, claims expenses** and other amounts under this **Coverage Agreement** are expressed and payable in the currency of the United States of America. If judgment is rendered, settlement is denominated or another element of **damages** and **claims expenses** under this **Coverage Agreement** is stated in a currency other than United States of America dollars, payment under this **Coverage Agreement** shall be made in United States dollars at the applicable rate of exchange as published in The Wall Street Journal as of the date the final judgment is reached, the amount of the settlement is agreed upon or the other element of **damages** or **claims expenses** is due, respectively or if not published on such date, the next date of publication of The Wall Street Journal.

B. Coverage under this **Coverage Agreement** shall extend to **wrongful acts** taking place or **claims** made or **damages** or **claims expenses** sustained anywhere in the world, provided the **claim** is made within the jurisdiction of and subject to the laws of the United States of America, Canada or their respective territories or possessions.

SECTION XII - SUBROGATION

In the event of any payment under this **Coverage Agreement**, the **Trust** shall be subrogated to the extent of such payment to all the rights of recovery of the **Covered Parties**. The **Covered Parties** shall execute all papers required and shall do everything necessary to secure and preserve such rights, including the execution of such documents necessary to enable the **Trust** effectively to bring suit or otherwise pursue subrogation rights in the name of the **Covered Parties**.

SECTION XIII - ACTION AGAINST THE TRUST AND BANKRUPTCY

A. Except as provided in Section XVI, Alternative Dispute Resolution, no action shall be brought against the **Trust,** unless, as a condition precedent thereto, the **Covered Parties** shall have fully complied with all the terms of this **Coverage Agreement,** and the amount of the **Covered Parties'** obligation to pay shall have been fully determined either by judgment against the **Covered Parties**

after actual trial and appeal or by written agreement of the **Covered Parties,** the claimant and the **Trust.**

B. Bankruptcy or insolvency of the **Covered Parties** or of the **Covered Parties'** estates shall neither relieve nor Increase any of the obligations of the **Trust** hereunder.

SECTION XIV - AUTHORIZATION CLAUSE

By the acceptance of this **Coverage Agreement,** the **Public Entity** agrees to act on behalf of all **Covered Parties** with respect to the giving of notice of **Claim,** the giving or receiving of notice of termination or non-renewal, the payment of premiums, the receiving of any premiums that may become due under this **Coverage Agreement,** the agreement to and acceptance of endorsements, consenting to any settlement, exercising the right to the **Extended Reporting Period,** and the giving or receiving of any other notice provided for in this Agreement, and all **Covered Parties** agree that the **Public Entity** shall act on their behalf.

SECTION XV - ALTERATION, ASSIGNMENT AND HEADINGS

A. Notice to any agent or knowledge possessed by any agent or by any other person shall not affect a waiver or a change in any part of this **Coverage Agreement** nor prevent the **Trust** from asserting any right under the terms of this **Coverage Agreement**

B. No change in, modification of, or assignment of interest under this **Coverage Agreement** shall be effective except when made by a written endorsement to this **Coverage Agreement,** which is signed by an authorized representative of the **Trust.**

C. The titles and headings to the various parts, sections, subsections and endorsements of the **Coverage Agreement** are included solely for ease of reference and do not in any way limit, expand or otherwise affect the provisions of such parts, sections, subsections or endorsements.

SECTION XVI - ALTERNATIVE DISPUTE RESOLUTION

The **Covered Parties** and the **Trust** shall submit any dispute or controversy arising out of or relating to this

Coverage Agreement or the breach, termination or invalidity thereof to the alternative dispute resolution ("ADR") process set forth in this Section.

Either a **Covered Party** or the **Trust** may elect the type of ADR process discussed below; provided, however that the **Covered Party** shall have the right to reject the choice by the **Trust** of the type of ADR process at any time prior to its commencement, in which case the choice by the **Covered Party** of ADR process shall control.

There shall be two choices of ADR process: (1) non-binding mediation administered by any mediation facility to which the **Trust** and the **Covered Party** mutually agree, in which the **Covered Party** and the **Trust** shall try in good faith to settle the dispute by mediation in accordance with the then-prevailing commercial mediation rules of the mediation facility; or (2) arbitration submitted to any arbitration facility to which the **Covered Party** and the **Trust** mutually agree, in which the arbitration panel shall consist of three disinterested individuals. In either mediation or arbitration, the mediator or arbitrators shall have knowledge of the legal, corporate management, or insurance issues relevant to the matters in dispute. In the event of arbitration, the decision of the arbitrators shall be final and binding and provided to both parties, and the award of the arbitrators shall not include attorneys' fees or other costs. In the event of mediation, either party shall have the right to commence arbitration in accordance with this Section; provided, however that no such arbitration shall be commenced until at least 60 days after the date the mediation shall be deemed concluded or terminated. In all events, each party shall share equally the expenses of the ADR process. Either ADR process must be commenced in the state indicated in the Declarations as the principal address of the **Public Entity.** The **Public Entity** shall act on behalf of each and every **Covered Party** in connection with any ADR process under this Section

Preferred® PGIT GOVERNMENTAL INSURANCE TRUST

PUBLIC ENTITY

MEDIA CONTENT SERVICES, NETWORK SECURITY, AND PRIVACY LIABILITY ENDORSEMENT

THIS IS A CLAIMS MADE AND REPORTED COVERAGE ENDORSEMENT. THIS COVERAGE APPLIES ONLY TO THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE COVERED PARTY AND REPORTED IN WRITING TO THE TRUST DURING THE COVERAGE AGREEMENT PERIOD. CLAIM EXPENSES ARE WITHIN AND REDUCE THE LIMIT OF LIABILITY. PLEASE REVIEW CAREFULLY.

Item 1. LIMITS OF LIABILITY (Inclusive of **claim expenses** and subject to sublimits per the insuring agreements**):**

(a)	$2,000,000	Each **claim**
(b)	$2,000,000	Policy Aggregate for the **Agreement Period**- but sublimited to:
(i)	$2,000,000	Aggregate for the **Agreement Period**, for all **Privacy Notification Costs** for **Privacy Liability**
(ii)	$2,000,000	Aggregate for the **Agreement Period**, for all **regulatory fines** and **claim expenses** for **Privacy Liability**

Item 2. DEDUCTIBLE (Inclusive of **claim expenses):**

(a)	$25,000	Each **claim**
(b)	$25,000	Each **claim** for all **Privacy Notification Costs** for **Privacy Liability**
(c)	$25,000	Each **claim** for all **regulatory fines** and **claims expenses** for **Privacy Liability**

Item 3. RETROACTIVE DATE (if applicable): 10/01/2011

Words and phrases that appear in **bold** print have special meanings that are defined in PGIT MN-500, PGIT MN-510 or additional definitions exclusive to this endorsement are defined in **SECTION V. DEFINITIONS** of the endorsement.

I. THIRD PARTY INSURING AGREEMENTS

Provided always that the subject act or omission was committed on or subsequent to the **retroactive date** specified in **Item 3.** in the endorsement and that prior to the inception date of this policy no **Covered Party** had a basis to believe that any such act or omission, or related act or omission, might reasonably be expected to be the basis of a **claim,** then the **Trust agrees as follows:**

A. Media Content Services Liability Coverage

The **Trust** will pay on behalf of the **Covered Party** all sums in excess of the deductible that the **Covered Party** becomes legally obligated to pay as **damages** and **claim expenses** as a result of a **claim** first made against the **Covered Party** and reported in writing to the **Trust** during the **agreement period,** alleging a **media wrongful act** committed by the **Covered Party** or by someone for whom the **Covered Party** is legally responsible, including liability **assumed under contract.**

B. Privacy & Security Liability Coverage

If, at the time of the respective act, error or omission described below, the **Covered Party** had in force a **privacy policy** pertaining to the subject matter of the corresponding subsection, then:

1. the **Trust** will pay on behalf of the **Covered Party** all sums in excess of the deductible that the **Covered Party** becomes legally obligated to pay as **damages** and **claim expenses** as a result of a **claim** first made against the **Covered Party** and reported in writing to the **Trust** during the **agreement period** by reason of a **privacy and security wrongful act** committed by the **Covered Party** in the **Covered Party's** capacity as such.

2. the **Trust** will pay **privacy notification costs,** in excess of the deductible that the **Covered Party** incurs with the **Trust's** prior written consent resulting from the **Covered Party's** legal obligation to comply with a **data breach reporting requirement** due to the **Covered Party's** failure to prevent **unauthorized access,** to the extent such **unauthorized access** (1) results in a **data breach** from a **computer system,** and (2) occurred and was reported in writing to the **Trust** during the **agreement period,** but only to the sublimit, if purchased, stated in **Item 1.(b)(i)** in the endorsement.

3. the **Trust** will pay on behalf of the **Covered Party** all sums in excess of the deductible that the **Covered Party** becomes legally obligated to pay as **regulatory fines** and **claim expenses** as a result of a **regulatory proceeding** first made against the **Covered Party** and reported to the **Trust** during the **agreement period** alleging a **privacy and security wrongful act** by the **Covered Party** committed in the **Covered Party's** capacity as such, but only to the sublimit, if any, stated in **Item 1. (b)(ii)** in the Declarations.

C. PCI DSS Coverage

1. The **Trust** will pay on behalf of the **Covered Party** for **PCI DSS fine and costs** in excess of the deductible that the **Covered Party** is legally obligated to pay as a result of a **claim** first made against the **Covered Party** and reported to the **Trust** during the **agreement period** or extended reporting period (if applicable) alleging a **PCI DSS wrongful act** by the **Covered Party** or an outsourced provider. Provided, however, coverage under this **Coverage Agreement** is sublimited to an amount of $1,000,000.

II. FIRST PARTY INSURING AGREEMENTS

A. Cyber Extortion Threat

The **Trust** will indemnify the **Covered Party** all sums incurred in excess of the deductible and with the **Trust's** prior written consent for cyber **extortion damages** as a result of an **extortion threat** first made against an **Covered Party** in its capacity as such and reported to the **Trust** during the **agreement period** by a person other than an **Covered Party** or any person acting or proceeding with the knowledge and consent of, at the direction or request of, or with the assistance of a **Covered Party.**

B. Data Breach Response and Crisis Management Coverage

The **Trust** will pay **data breach response and crisis management costs** incurred in excess of the deductible that the **Covered Party** incurs for a continuous eighteen (18) month period resulting from a **data breach** or **cyber security breach** that is first discovered by the **covered party** and as soon as notice of the **data breach** is reported to the Trust.

C. Business Interruption and Extra Expense

The **Trust** will indemnify the **Covered Party** all sums in excess of the deductible for:

(a) **Loss of business income** after the **waiting period**; and
(b) **Extra expenses** in excess of the applicable deductible

the **Covered Party** sustains during the **period of restoration** resulting from:

(1) an actual interruption of the use of the **computer system** of the **Covered Party** provided the **claim** results from a **cyber security breach** to the **Covered Party's computer system**; or.

(2) the voluntary and intentional shutdown of the **network**:

a. ordered by an **executive officer** of the **Covered Party** who is authorized to make such an order, do the their reasonable believe that such shutdown would limit the financial impact of a **cyber security breach**; or

b. ordered by any federal, state, local of foreign governmental entity in such entity's regulatory or official capacity, due to a **cyber security breach**,

Where such shutdown directly causes a total or partial interruption or deterioration in the **Covered Party's** business operations. Provided, however the **Covered Party's** maximum limit of liability applicable to voluntary and intentional shutdown of the **network** as outlined above is sublimited to $250,000 and shall be part of, and not in addition to, the limit of liability as stated in **Item 1 (a).**

For purposes of this coverage, **loss of business income** is subject to a 10-hour **waiting period.**

D. Cyber Crime- The aggregate limit for all Cyber Crime sublimits shown below is $250,000.

(a) Social Engineering Financial Fraud

The **Trust** will indemnify the **Covered Party** all sums in excess of the deductible and up to a sublimit of $250,000 for **social engineering financial fraud loss** directly resulting from a **social engineering financial fraud event.** This coverage shall only apply if **you** verify the instruction to transfer **money** or **securities** by following a pre-arranged callback or other established procedural method to authenticate the validity or the request prior to acting upon any transfer instructions.

(b) Funds Transfer Fraud

The **Trust** will pay or reimburse the **Covered Party** all sums in excess of the deductible and up to a sublimit of $100,000 for **funds transfer fraud loss** that the **Covered Party** incurs directly resulting from a **funds transfer fraud event**, provided that such **funds transfer fraud event** is first discovered by the **Covered Party** during the **coverage agreement period.**

(c) Invoice Manipulation

The **Trust** will pay or reimburse the **Covered Party** all sums in excess of the deductible and up to a sublimit of $100,000 for **invoice manipulation loss** that the **Covered Party** incurs directly resulting from an **invoice manipulation fraud event**, provided that such **invoice manipulation fraud event** is first discovered by the **Covered Party** during the **coverage agreement period.**

E. Utility Fraud- The aggregate limit for all Utility Fraud sublimits shown below is $100,000

(a) Crypto-Jacking

The **Trust** will indemnify the **Covered Party** all sums in excess of the deductible and up to a sublimit of $100,000 for **utility fraud loss** the **Covered Party** incurs directly resulting from a **crypto-jacking event**, provided that the event is first discovered by the **covered party** during the **coverage agreement period.**

(b) Telecommunications Fraud

The **Trust** will indemnify the **Covered Party** all sums in excess of the deductible and up to a sublimit of $100,000 for **utility fraud loss** the **Covered Party** incurs directly resulting from a **telecommunications fraud event**, provided that the event is first discovered by the **covered party** during the **coverage agreement period.**

F. System Failure Coverage

The **Trust** will indemnify the **Covered Party** all sums incurred in excess of the deductible for:

a) **loss of business income** after the **waiting period**;
b) **extra expense** in excess of the applicable deductible**,**

during the **period of restoration** that the **covered party** incurs resulting from a **system failure** directly causing a total or partial interruption or deterioration in the **covered party's** business operations.

The declarations page is amended to include the following table:

First Party Coverage Enhancements		**Limit**	**Waiting Period**
System Failure	Loss of Business Income	$1,000,000	10 hours
	Extra Expense	$1,000,000	**Deductible**
			Same as item 2a

G. Dependent Business Interruption

The **Trust** will indemnify the **Covered Party** all sums in excess of the deductible for **dependent business interruption loss.** The declarations page is amended to include the following table:

First Party Coverage Enhancements		Limit	Waiting Period
Dependent Business Interruption	Loss of Business Income	$1,000,000	10 hours
	Extra Expense	$1,000,000	**Deductible**
			Same as item 2a

Solely for purposes of this coverage, the definition of **Network** is defined as:
A connected system of computing hardware, software, firmware and associated electronic components and mobile devices, including industrial control systems and SCADA systems (Supervisory control and data acquisition systems) or other industrial IT, under the ownership, operation or control of, or leased by, a **dependent business**.

H. Dependent Business Interruption- System Failure Coverage

The **Trust** will indemnify the **Covered Party** for **system failure dependent business interruption loss.** The declarations page is amended to include the following table:

First Party Coverage Enhancements		Limit	Waiting Period
Dependent Business Interruption System Failure	Loss of Business Income	$100,000	10 hours
	Extra Expense	$100,000	**Deductible**
			Same as item 2a

Solely for purposes of this coverage, the definition of **Network** is defined as:
A connected system of computing hardware, software, firmware and associated electronic components and mobile devices, including industrial control systems and SCADA systems (Supervisory control and data acquisition systems) or other industrial IT, under the ownership, operation or control of, or leased by, a **dependent business**.

I. Bricking – The **Trust** will indemnify the **Covered Party** all sums incurred in excess of the deductible for hardware replacement costs that the Covered Party incurs resulting from a **bricking incident**. Coverage for a **bricking incident** is sublimited to $250,000.

III. DEFENSE AND SETTLEMENT

A. Defense

The **Trust** has the right and duty to defend any **claim** against the **Covered Party** seeking **damages** payable under the terms of this policy, even if any of the allegations of the **claim** are groundless, false or fraudulent. Defense counsel may be designated by the **Trust** or, at the **Trust's** option, by the **Covered Party** with the **Trust's** written consent and subject to the **Trust's** guidelines.

B. Settlement

The **Trust** will have the right and duty to make, with the written consent of the **Covered Party,** any settlement of a **claim** under this policy. If the **Covered Party** refuses to consent to a settlement within the policy's applicable limit of liability that is recommended by the **Trust** and acceptable to the claimant, then the **Trust's** limit of liability under this policy will be reduced to the amount of **damages** for which the **claim** could have been settled plus all **claim expenses** incurred up to the time the **Trust** made its recommendation, plus an additional seventy percent (70%) of **claims expenses** and **damages** incurred by the **Covered** Party after the **Trust** had made its settlement recommendation, the total of which will not exceed the limit of liability specified in the Declarations.

IV. LIMITS OF LIABILITY AND DEDUCTIBLE

A. Limit of Liability - Each Claim

Subject to Paragraph C. below, the **Trust's** limit of liability for **damages** and **claim expenses** for each **claim** first made and reported in writing to the **Trust** during the **agreement period** will not exceed the amount shown in **Item 1.(a)** in the Declarations for "Each **Claim."**

B. Limit of Liability - Policy Aggregate

The **Trust's** limit of liability for **damages** and **claim expenses** for all **claims** first made and reported in writing to the **Trust** during the **agreement period** and for all **privacy notification**

costs payable under Insuring Agreement I.B.2 will not exceed the aggregate amount shown in **Item1.(b)** in the Declarations as the "Policy Aggregate," subject to the following sublimits which are part of and not in addition to the “Policy Aggregate” limit of liability:

1. The sublimit of liability stated in **Item 1(b)(i)** in the Declarations is the aggregate limit for the **agreement period,** for all **privacy notification costs** for privacy liability under Insuring Agreement I.B.2.; and
2. The sublimit of liability stated in **Item 1(b)(ii)** in the Declarations is the aggregate limit for the **agreement period,** for all **regulatory fines** and **claim expenses** for privacy liability under Insuring Agreement I.B.3.

C. Exhaustion of Limits

The **Trust** is not obligated to pay any **damages, claim expenses,** or **privacy notification costs** or to defend or continue to defend any **claim** after the applicable limit of liability has been exhausted by the payment of **damages, claim expenses,** or **privacy notification costs** or any combination thereof; or after the **Trust** has deposited the remaining available limit of liability into a court of competent jurisdiction or tendered the remaining available limit of liability to the **Covered Party** or, if applicable, to the excess insurer(s) of the **Covered Party.**

D. Deductible

1. The deductible amount shown in **Item 2.(a)** of the Declarations is the **Covered Party's** obligation for each **claim** and applies to the payment of **damages** and **claim expenses.** The deductible will be paid by the **Covered Party.** The limits of liability set forth in the Declarations are in addition to and in excess of the deductible.
2. The deductible amount stated in **Item 2.(b)** of the Declarations applies separately to each event or series of related events giving rise to an obligation to incur **privacy notification costs** for privacy liability. The deductible will be paid by the **Covered Party.** The sublimit set forth in **Item 1.(b)(i)** in the Declarations are part of and not in addition to the “Policy Aggregate” limit of liability and in excess of the deductible stated in **Item 2.(b).**
3. The deductible amount stated in **Item 2.(c)** in the Declarations applies separately to each event or series of related events giving rise to an obligation to incur **regulatory fines** and **claim expenses** for privacy liability. The deductible will be paid by the **Covered Party.** The sublimit set forth in **Item 1.(b)(ii)** in the Declarations are part of and not in addition to the “Policy Aggregate” limit of liability and in excess of the deductible stated in **Item 2.(c).**

E. Multiple Covered Parties, Claims and Claimants

1. The limits of liability shown in the Declarations are the maximum amount the **Trust** will pay under this policy for **damages, claim expenses** and **privacy notification costs,** regardless of the number of **Covered Parties, claims** made, claimants, or events giving rise to **privacy notification costs.**
2. All **claims** arising from the same or a series of related, repeated or similar acts, errors or omissions or from any continuing acts, errors or omissions will be considered a single **claim** for purposes of this policy, irrespective of the number of claimants or **Covered Parties** involved in the **claim.** All such **claims** shall be deemed to have been made at the time of the first such **claim.**
3. All events giving rise to **privacy notification costs** arising out of a single act, error or omission or related, repeated or similar acts, errors or omissions will be considered a single event for purposes of this policy, irrespective of the number of claimants or **Covered Parties** involved in the event. All su**c**h events shall be deemed to have occurred and the resulting **claim** made at the time the **Covered Party** first became aware of the earliest of all such events.

V. DEFINITIONS (Items listed below apply to this endorsement only; if definitions that are shown below are also defined elsewhere in the coverage agreement the definition below is the prevailing definition with respect to this endorsement.)

A. Advertising means publicly disseminated material which promotes the service, business, or product of the **Covered Party** or a client of the **Covered Party,** but only where such material was disseminated at the prior written request of the **Covered Party.**

B. **Agreement Period** means the period of time as stated on the Common Agreement Declarations, beginning on the effective date and expiring on the date of termination, expiration or cancellation of the Coverage Agreement, whichever is earliest.

C. **Assumed under contract** means liability for **damages** for **personal injury** which the **Covered Party** is required to indemnify based upon a written contract, hold harmless agreement, indemnity agreement, or similar arrangement, which document: (i) was executed by the **Covered Party** prior to the occurrence of the **personal injury** for which indemnity is sought, and (ii) requires the **Covered Party** to indemnify for **personal injury** caused in whole or in part by the content of **media material** used in a **media communication.**

D. **Authorized Employee** means an employee of **yours** who is authorized by **you** to transfer, or to instruct others to transfer, **money** or **securities.**

E. **Claim** means:

1. a written demand received by a **Covered Party** for monetary damages, including the service of suit or initiation of arbitration proceedings;

2. the initiation of a suit or arbitration proceeding against a **Covered Party** seeking injunctive relief; and

3. with respect to coverage provided under Insuring Clause I.B.3 only, the institution of a **regulatory proceeding** against the **Covered Party.**

F. **Claim Expense** means:

1. Reasonable and necessary fees for the defense of a **claim** defended by an attorney selected by the **Trust** in accordance with Section III Defense and Settlement as well as other reasonable and necessary fees, costs and expenses that result from the investigation, adjustment, negotiation, arbitration, defense or appeal of a **claim**; and

2. Premiums on appeal bonds, attachment bonds or similar bonds. Provided, however the **Trust** is not obligated to apply for or furnish any such bond.

G. **Computer system** means computer hardware, software, networks, networking equipment, applications, associated electronic devices, electronic data storage devices, input and output devices, and back up facilities operated by, owned by, leased to the **Covered Party.**

H. **Covered Party** per the definition from PGIT MN-500 and the following with respects to this endorsement only:

1. independent contractors but only for **media communication** services performed at the direction and for the benefit of the **Covered Party;**

I. **Damages** means any compensatory damages resulting from a judgment, award or settlement, including pre-judgement and post-judgement interest, which the **Covered Party** becomes legally obligated to pay as a result of a **claim**, and punitive, exemplary damages, and multiple damages, if the insuring of such damages is permitted under the laws and public policy of the applicable jurisdiction under which this **Coverage Agreement** is construed, which the **Covered Party** becomes legally obligated to pay as a result of a **claim**. Enforceability of punitive, exemplary damages and multiple damages will be governed by the applicable law that most favors affirmative coverage for such damages.

Damages does not include:

1. the return, reduction, loss or restitution of fees, profits, charges, commissions or royalties for goods or services already provided or contracted to be provided, disgorgement of unjust enrichment or profits expenses or costs for **media communication** performed or to be performed by the **Covered Party;**

2. Lost investment income;

3. Costs incurred by a **Covered Party** to withdraw or recall technology products, including products that incorporate a Covered Party's **technology products**, **technology services**, or **professional services**;

4. Costs incurred by a **Covered Party** to correct, re-perform or complete any **technology services** or **professional services**;

5. Costs incurred by a **Covered Party** or by a third party at the direction of the **Covered Party** to remediate, repair, replace, restore, modify, update, upgrade, supplement, correct, or otherwise improve a **network** to a level of functionality beyond that which existed prior to a **cyber security breach**;

6. Civil or criminal fines or penalties or compliance violation remedies imposed on a **Covered Party**; provided however, civil fines or penalties shall constitute damages under insuring agreement I.D.1. PCI DSS Coverage;

7. Liquidated damages in excess of a **Covered Party's** liability that otherwise results from a **third party wrongful act**;

8. The monetary value of an electronic fund transfer or transaction that is lost or diminished;

9. Any amounts incurred prior to the **Covered Party** providing notice of a **claim** pursuant to the terms of this **Coverage Agreement;**

10. The value of non-monetary relief, including any amount attributable to or arising therefrom; or

11. Royalty or licensing fees or payments.

The term "applicable jurisdiction" shall mean for the purposes of this policy that jurisdiction most favorable to the insurability of punitive or exemplary damages provided that the jurisdiction must be:

a. where the punitive or exemplary damages were awarded or imposed;

b. where any act which forms the basis of the **claim** took place; or

c. where any **Covered Party** is incorporated, resides, or has its principal place of business.

J. **Data Breach** means the unauthorized taking, acquisition, obtaining, use or disclosure of information on a **computer system,** including but not limited to **personally identifiable information,** charge, debit, and credit card information, banking, financial, and investment services account information, proprietary information, and personal, private, and confidential information.

K. **Data Breach Reporting Requirement** means any provision in a law, statute or regulation, domestic or foreign, that required the **covered party** to provide notification to affected persons of a breach of such person's **personally identifiable information** or protected health information.

L. **Data Breach Response and Crisis Management Costs** means

1. Reasonable and necessary costs charged by **Breach Response Providers** to:

a. Determine the legal applicability of and actions necessary to respond to a **data breach reporting requirement;**

b. Perform computer forensics to determine the existence, cause and scope of a **data breach** or **cyber security breach**;

c. Notify individuals of a **data breach** who are required to be notified pursuant to any **data breach reporting requirement;**

d. Voluntarily notify individuals of a **data breach** who may not be required to be notified;

e. Operate a call center to manage **data breach** inquiries;

f. Provide credit or identity monitoring and identity protection and restoration services or any similar service for those individuals whose **personally identifiable information** was or may have been breached;

g. Provide medical identity restoration for those individuals whose protected health information was or may have been breached;

h. Minimize harm to the **Covered Party's** reputation by hiring a public relations or crisis communications firm, and

2. Reasonable and necessary costs charged by any qualified provider that is not a **Breach Response Provider** so long as the qualified provider:

a. Is pre-approved in writing by the **Trust**; or

b. Provides comparable services to those enumerated in 1.(a) through 1.(h) above and whose rate shall not exceed the rate the **Trust** has pre-negotiated with the **Breach Response Providers**; and

3. Reasonable and necessary costs charged by PCI Forensics Investigator to perform forensics to determine the existence, cause and scope of a breach or suspected breach of cardholder data.

M. **Extortion Damages** means money paid by a **Covered Party** in its capacity as such and with the **Trust's** prior written consent to a person reasonably believed to be making an **extortion threat** for the purpose of ending an **extortion threat** against the **Covered Party. Extortion damages** shall include reasonable and necessary expense incurred by a **Covered Party** with the **Trust's** prior written consent that directly relate to the **Covered Party's** efforts to investigate and/or end

an **extortion threat.** It includes reasonable and necessary costs charged by (a) **Breach Response Providers**; or (b) qualified third parties with the prior consent of the Trust to conduct an investigation and advise the **Covered Party** how to respond to resolve an **extortion threat**.

N. **Extra Expense** means reasonable and necessary expenses, including payroll, in excess of the **covered party's** normal operating expenses that the **covered party** incurs to reduce or avoid **loss of business income** and/or restore business operations.

O. **Extortion Threat** means a threat made by a third party or **rogue employee** demanding payment in consideration for the elimination, mitigation or removal of the threat intended to:

1. Disrupt the **network** to impair business operations of the **Covered Party**;

2. Alter, damage or destroy data stored on the **network**;

3. Use the **network** to generate and transmit malware to third parties;

4. Deface the **Covered Party's** website;

5. Access or release data, including **personally identifiable information**, **protected health information**; **confidential business information**, stored or previously stored on the **network**;

6. Refuse to return data stolen from the **network**;

7. Prevent access to the **network** or data by using encryption and withholding the decryption key.

P. **Funds Transfer Fraud Loss** means loss of **money** or **securities** directly resulting from a **funds transfer fraud event**.

Q. **Funds Transfer Fraud Event** means an unauthorized and fraudulent written, electronic, or telephonic instruction transmitted to a **financial institution** by a third party falsely purporting to be the **covered party**, directing such financial institution to transfer, pay, debit or deliver **money** or **securities** from the **Covered Party's** account without its knowledge or consent.

R. **Insured invoice** means a printed or electronic statement of any **payment** owed to the **Covered Party** for goods, products, or services provided by same.

S. **Invoice Manipulation Fraud Event** means the release or distribution of any fraudulent payment instructions to the **Covered Party's** client, customer or **vendor** as a direct result of a **cyber security breach** in order to mislead or deceive the **Covered Party's** client, customer, or **vendor** into transferring payment intended for paying an **Insured Invoice** to another person or entity.

T. **Invoice Manipulation Loss** means the financial loss the **Covered Party** incurs directly from being unable to collect payment from the **Covered Party's** client, customer, or vendor for any **Insured invoice** directly resulting from an **invoice manipulation fraud event**. It does not include any profit to the **Covered Party** as a result of providing goods, products, or services which is the subject of such **invoice manipulation loss.**

U. **Interrelated Act** means any fact, circumstance, situation, transaction, act, error, omission, or event which is based on, arising out of, or having as a common nexus any of the same or related or series of related facts, circumstances, situations, transactions, acts, errors, omissions or events.

V. **Malicious code** means any unauthorized, corrupting, or harmful virus, Trojan Horse, worm, logic bomb or other similar software program, code or script designed to insert itself onto a computer disk or into computer memory and migrate from one computer to another.

W. **Matter** means the content of communication, including language, data, facts, fiction, music, photographs, images, artistic expression, or visual or graphical materials. Provided, however, matter does not include **technology products** or products or services described, illustrated or displayed in **matter**.

X. **Media communication** means the publishing, transmission, display, broadcast, web cast, dissemination, distribution or release of **media material** to the public by or on behalf of the **Covered Party.**

Y. **Media material** means information in the form of words, sounds, numbers, images, or graphics in electronic, print, digital or broadcast form, including **advertising.**

Z. **Media Wrongful Act** means any of the following resulting from the Covered Party acquiring, blogging, broadcasting, collecting, disseminating, distributing, editing, exhibiting, gathering, obtaining, posting, producing, publishing, releasing, researching, recording, tweeting or uttering, matter through traditional and/or digital methods, including cable television, radio, movie and music studios, public speaking, newspapers, magazines, books and print publications, website, apps, CD-ROMS and DVDs:

1. Libel, slander, or any other form of defamation or harm to the character or reputation of any person or entity, including product disparagement or trade libel;
2. Copyright infringement or misappropriation of property rights, information or ideas or dilution or infringement of title, slogan trademark, trade dress, logo, trade name, service mark or service name;
3. Common law unfair competition or unfair trade practices alleged as a direct result of the acts described above in sections T.1 and T.2;
4. Invasion or infringement of the right of privacy or publicity, including the torts of intrusion upon seclusion, publication of private facts, false light, and misappropriation of name or likeness;
5. Infliction of emotional distress or mental anguish;
6. False arrest, detention or imprisonment, harassment, trespass, wrongful entry or eviction, eavesdropping, or other invasion of the right of private occupancy;
7. Plagiarism, piracy or misappropriation of ideas under implied contracts; and

AA. **Money** means the Covered Party's:
1. Currency, coins and bank notes in current use and having a face value; and
2. Traveler's checks and money orders held for sale to the public.

BB. **Cyber Security breach** means:
1. any unauthorized: access to, use or misuse of, modification to the **network**, and/or denial of **network** resources by cyber-attacks perpetrated by a third party or **rogue employee** through any electronic means, including malware, viruses, worms, and Trojan horses, spyware and adware, zero-day attacks, hacker attacks and denial of service attacks.

A series of continuing **cyber security breaches** or related, repeated, or similar **cyber security breaches** shall be considered a single **cyber security breach** and be deemed to have occurred at the time of the first such **cyber security breach.**

CC. **Newly acquired subsidiary** means any entity newly formed or acquired by the **Covered Party** during the **agreement period** in which the **Covered Party** has more than fifty percent (50%) of the legal or beneficial interest, but only upon the conditions that:
1. Within sixty (60) days of such formation or acquisition, the **Covered Party** has provided the **Trust** with full particulars of such **newly acquired subsidiary** and the **Trust** has agreed in writing to insure such **newly acquired subsidiary,** but the **Trust** shall not be required to insure such **newly acquired subsidiary;**
2. The **Covered Party** has paid the additional premium, if any, charged by the **Trust** and has agreed to any amendment of the provisions of this policy; and
3. The **Trust** will only provide coverage with respect to a **Claim** when the act or omission is committed on or after the date such **newly acquired subsidiary** became a **newly acquired subsidiary** and prior to the date such **newly acquired subsidiary** ceased to be a **newly acquired subsidiary.** An entity ceases to be a **newly acquired subsidiary** under this policy on the date during the **agreement period** that the **Covered Party's** legal or beneficial interest in such entity becomes less than fifty percent (50%).

DD. **Period of Restoration** means the time period that begins on the specific date the actual interruption of the use of the **Covered Party's computer system** starts and ends on the specific date that the actual interruption of the use of the **computer system** ends. In no event, however, shall the **period of restoration** mean a time period to exceed sixty (60) days.

EE. **Personally identifiable information** means an individual's name in combination with one or more of the following:
1. information concerning the individual that constitutes "non-public personal information" as defined in the Gramm-Leach Bliley Act of 1999, as amended, and regulations issued pursuant to the Act;
2. medical or health care information concerning the individual, including "protected health information" as defined in the Health Insurance Portability and Accountability Act of 1996, as amended, and regulation issued pursuant to the Act;
3. the individual's social security number, driver's license or state identification number, credit, debit, or other financial account numbers and associated security codes, access codes, passwords or personal identification numbers (PINs) that allows access to the individual's financial account information; or
4. other non-public personally identifiable information, as protected under any local, state, federal or foreign statute or regulation.

Provided, however, **personally identifiable information** does not mean information that is lawfully available to the public, including information from any local, state, federal or foreign governmental entity or body.

FF. **Personal injury** means injury other than **bodily injury** to a third-party arising out of one or more of the following offenses by reason of a **Covered Party's** act, error or omission in the performance of or negligence regarding the content of any **media communication:**

1. false arrest, detention or imprisonment;
2. libel, slander, or other defamatory or disparaging statement or materials;
3. oral or written publication of material that violates an individual's right of privacy;
4. wrongful entry or eviction, or other invasion of the right of private occupancy;
5. plagiarism, piracy or misappropriation of ideas or style of doing business; and
6. infringement or misappropriation of copyright, title, slogan, trademark, trade name, trade dress, logo, service mark or service name.

GG. **Privacy notification costs** mean reasonable and necessary:

1. costs to hire a security expert to determine the existence and cause of any theft or **unauthorized access** to or disclosure of **personally identifiable information;**
2. costs to notify consumers under a **data breach reporting requirement;**
3. fees incurred to determine the actions necessary to comply with a **data breach reporting requirement;** and
4. credit monitoring services of the affected consumers if required by **data breach reporting requirement.**

Privacy notification costs will be paid first and will reduce the limit of liability available to pay **damages. Privacy notification costs** do not mean fees, costs or expenses of employees or officers of the Trust, or salaries, loss of earnings, overhead, or any other remuneration by, to or of any **Covered Party.**

HH. **Privacy policy** means written documents that set forth the **Covered Party's** policies, standards, practices and procedures for the acquisition, obtaining, collection, use, disclosure, sharing, transmission, dissemination, correction, access to or supplementation of **personally identifiable information.**

II. **Privacy and Security wrongful act** means:

1. the theft or unintentional disclosure or mishandling of **personally identifiable information** that is in the care, custody, or control of the **Covered Party; or**
2. violation of any law, statute or regulation governing the authenticity, availability, confidentiality, storage, control, disclosure, integrity, or use of **personally identifiable information** or protected health information; or
3. the **Covered Party's** unintentional failure to timely disclose a breach in violation of any **data breach reporting requirement.**
4. Failure to reasonably implement privacy or security practices required by law or regulations.
5. Failure to prevent a **cyber security breach** that results in:
   a.) The inability of an authorized user to gain access to the **network**;
   b.) The malicious addition, alteration, copy, destruction, deletion, disclosures, damage, removal or theft of data residing on the **network;** or
   c.) The transmission of malware from the **network** to third parties; or
6. Failure to comply with the **Covered Party's privacy policy** and/ or privacy notice.

JJ. **Regulatory fines** means any civil fine or civil monetary penalty imposed in a **regulatory proceeding** payable by the **Covered Party** to the government entity bringing such **regulatory proceeding** in such entity's regulatory or official capacity.

KK. **Regulatory proceeding** means a request for information, civil investigative demand, suit, civil investigation, or civil proceeding commenced by the service of a complaint or similar pleading by or on behalf of any local, state, federal or foreign governmental entity in such entity's regulatory or official capacity which may reasonably be expected to give rise to a **claim** covered by this policy.

LL. **Subsidiary** means any entity of which the **Covered Party** owns, either legally or beneficially, more than a fifty percent (50%) interest in such entity. On the date during the **agreement period** that the **Covered Party's** legal or beneficial ownership interest in such entity becomes less than

fifty percent (50%), such entity will cease to be a subsidiary under this policy. In such event, coverage will be provided under this policy, but only with respect to acts or omissions committed prior to such date in accordance with all other terms and conditions of this policy. No coverage will be afforded under this policy with respect to **claims** made against a **Covered Party** based on any act or omission that was committed on or subsequent to such date.

MM. **Securities** means **your** negotiable and nonnegotiable instruments or contracts representing either **money** or property, and includes tokens, tickets, revenue, and other stamps (whether represented by actual stamps or unused value in a meter) in current use, and evidences of debt issued in connection with credit or charge cards, which cards are not issued by the **Covered Party**.

NN. **Social Engineering Financial Fraud Event** means the transfer of **money** or **securities** to an account outside **your** control pursuant to instructions made by a person purporting to be an **authorized employee,** outsourced provider or customer of **yours**, when such instructions prove to have been fraudulent and issued by a person who is not an **authorized employee**, **outsourced provider**, or customer of **yours.**

OO. **Social Engineering Financial Fraud Loss** means loss of **money** or **securities** directly resulting from a **social engineering financial fraud event**.

PP. **Unauthorized access** means the gaining of access to **computer systems** by an unauthorized person or persons.

QQ. **PCI DSS Fines and Costs** means fines, penalties, assessments, fraud recovery and operational expense recovery that the **Covered Party** is contractually obligated to pay under its Merchant Services Agreement(s) as the result of a **PCI DSS wrongful act** by the **Covered Party** or an outsourced provider. Provided however, PCI DSS fines and costs does not mean interchange fees, discount fees or prospective service fees.

RR. **PCI DSS Wrongful act** means any actual or alleged **cyber security breach** or **privacy and security wrongful act** resulting in the unauthorized acquisition of cardholder data as defined under PCI-DSS.

SS. **Merchant Services Agreement** means an agreement between the **Covered Party** and a financial institution, credit/debit card company, credit/ debit card processor or Independent service operator enabling the **covered party** to accept credit card, debit card, prepaid card, or other payment cards for payments or donations.

TT. **Network** means a connected system of computing hardware, software, firmware, and associated electronic components and mobile devises, including industrial control systems and SCADA systems (supervisory control and data acquisition systems) or other industrial IT, under the ownership, operation or control of or leased by a **Covered Party.**

UU. **Dependent Business** means any entity the **Covered Party** relies on to conduct operations pursuant to a written contract.

VV. **Dependent Business Interruption Loss** means:

1. loss of **business income** after the **waiting period**;
2. **extra expense** in excess of the applicable deductible,

during the **period of restoration** that the **covered party** incurs resulting from a **cyber security breach** to a **dependent business** directly causing a total or partial interruption or deterioration in the **covered party's** business operations.

Dependent Business Interruption Loss does not mean:

1. loss of market share or other consequential loss;
2. loss arising out of liability to any third party;
3. legal expenses;
4. loss incurred as a result of unfavorable business conditions.

WW. **System Failure Dependent Business Interruption Loss** means

1. loss of **business income** after the **waiting period**;
2. **extra expense** in excess of the applicable deductible,

during the **period of restoration** that the **covered party** incurs resulting from a **system failure** to a **dependent business** directly causing a total or partial interruption or deterioration in the **Covered Party's** business operations.

System Failure Dependent Business Interruption Loss does not mean:

1. loss of market share or other consequential loss;
2. loss arising out of liability to any third party;
3. legal expenses;
4. loss incurred as a result of unfavorable business conditions.

XX. **System Failure** means any unintentional and unplanned outage or failure of the **network.**

YY. **System Failure loss** means **Loss of Business income** and **extra expense. System Failure loss** does not include losses arising out of loss of market share or any other consequential loss and any losses incurred by the **covered party** to upgrade, enhance, or replace the **network** to a condition beyond that which existed immediately prior to sustaining a **system failure.**

ZZ. **Waiting Period** means the number of hours that must elapse prior to commencement of the **period of restoration**.

AAA. **Breach Response Providers** means the **Trust**'s pre-approved panel of breach response vendors.

BBB. **Loss of Business Income** means net income (net profit or net loss before income taxes) that could have reasonably been earned or net loss that could have reasonably been avoided, including the costs of retaining a forensic accountant to determine such amount. Such forensic accountant will be selected by the **Trust**.

A loss of business income calculation is based upon the amount of actual loss of business income the **Covered Party** sustains per hour during the **period of restoration**.

CCC. **Rogue Employee** means an employee of the **Covered Party** who deliberately acts outside the course and scope of employment and whose intentional conduct results in a **claim** or **first party incident**; provided, however, **rogue employee** does not include an executive officer.

DDD. **First Party Incident** means a **cyber security breach**, **extortion threat**, or **data breach**.

EEE. **Third Party Wrongful Act** means a **media wrongful act**, **privacy and security wrongful act,** and **PCI DSS wrongful act**.

FFF. **Technology products** means computer or telecommunications hardware or software products, components or peripherals or electronic products or components, including software updates, service packs and other maintenance releases provided for such products:

1. Created, designed, distributed, manufactured, or sold by or on behalf and for the benefit of a **Covered Party**; or
2. Leased or licensed by a **Covered Party** to third parties

GGG. **Technology services** means any computer, cloud computing, information technology, telecommunication, electronic services and any related consulting and staffing services, including data processing, data and application hosting, the provision of managed services, software as a service (SaaS), platform as a service (PaaS), infrastructure as a service (IaaS), network as a service (NaaS), computer systems analysis, computer consulting and training, programming, computer systems installation, management, repair, and maintenance, network design and Internet service.

HHH. **Payment** means currency and bank notes in current use and having a face value; and traveler's checks and money orders held for sale to the public. Payment shall not include cryptocurrency in any form

III. **Vendor** means any person(s) or entity(s) with whom the **Covered Party** has entered into a written contract to provide services to the **Covered Party** and is not owned, operated, or controlled be a **covered party.**

JJJ. **Bricking Incident** means a **cyber security breach** that renders a **computer device** or **Internet of Things device (IoT)** non-functional for its intended purpose, only if reasonable efforts have been made and such device cannot be restored to the level of functionality that existed immediately preceding the **cyber security breach**.

KKK. **Hardware Replacement Costs** means the reasonable and necessary costs to replace a computer device or **Internet of Things Device** with identical or commercially equivalent items that perform the same function.

LLL. **Internet of things device(IoT)** means any nonstandard **computer device** that connects electronically to a network and has the ability to transmit data.

MMM. **Computer device** means desktop and laptop computers, associated input and output devices, mobile devices, data storage devices, networking equipment and back up facilities.

NNN. **Crypto-Jacking Event** means any unauthorized access to, use or misuse of, and/ or modification to the **network** by cyber attacks perpetrated by a third party or **rogue employee** through any electronic means, including malware, viruses, worms, and Trojan Horses, spyware and adware, zero-day attacks, hacker attacks and denial of service attacks, for the purpose of mining cryptocurrency that directly results in an **utility fraud loss** incurred by the **Covered Party.**

OOO. **Telecommunications Fraud Event** means any unauthorized access to, use or misuse of, and or modification to the **Covered Party's** telephone system by cyber-attacks perpetrated by a third party or **rogue employee** through any electronic means, including malware, viruses, worms, and Trojan horses, spyware and adware, zero-day attacks, hacker attacks and denial of service attacks, which directly results in an **utility fraud loss** incurred by the **Covered Party** in the form of long-distance telephone charges.

PPP. **Utility Fraud Loss** means an increase in service charges or fees incurred by the **Covered Party** resulting from the unauthorized use of any of the following utilities services:

1. electricity;
2. natural gas;
3. oil;
4. water;
5. internet access, including mobile data;
6. cable or satellite television; or
7. telephone.

provided, however that such additional charges or fees for the utilities services are:
1. incurred pursuant to a written contract between the **Covered Party** and the respective utility provider, which was executed before the crypto-jacking event or telecommunications fraud event first occurred;
2. charged to the **Covered Party** in a periodic billing statement issued by the respective utility provider, which includes usage or consumption information; and
3. not charged at a flat fee to the **Covered Party** that does not scale with the rate or use of the respective utilities service our resource.

VI. EXCLUSIONS

This endorsement does not apply to any **claim** or first party incident alleging, arising out of, based upon, or attributable to:

A. Deliberate Acts/ Personal Profit

Based upon or arising out of any dishonest, intentionally or knowingly wrongful, fraudulent, criminal or malicious act or omission by a **Covered Party.** The **Trust** will provide the **Covered Party** with a defense of such **claim** and pay **claim expenses** for any such suit which is brought alleging such dishonest, intentionally wrongful, fraudulent, criminal or malicious act or omission as a single allegation in a multiple allegation suit, provided any one allegation is covered under this policy. Criminal proceedings are not covered under this policy regardless of the allegations made against the **Covered Party.**

Based upon or arising out of the gaining of any personal profit or advantage to which the **Covered Party** is not legally entitled.

B. Prior Acts

Based upon or arising out of:

1. any fact, circumstance, situation, transaction, act, error, omission, or event which, before the inception date of this policy, was the subject of any notice given under any other insurance policy; or

2. any fact, circumstance, situation, transaction, act, error, omission, or event, whenever occurring, which, together with any fact, circumstance, situation, transaction, act, error, omission, or event which has been the subject of such notice, would constitute an **interrelated act.**

C. Bodily Injury/Property Damage

Based upon or arising out of bodily injury, sickness, disease, emotional distress, mental injury, mental tension, mental anguish, pain and suffering, humiliation or shock sustained by any person, including death that results from any of these or damage to or destruction of any tangible property, including loss of use thereof whether or not damaged or destroyed; provided, however damage to or destruction of any tangible property does not include the loss of use of computer hardware resulting from a **bricking incident**. For the purposes of this exclusion, “tangible property” shall not include electronic data.

D. Employment Practices

Based upon or arising out of discrimination, humiliation, harassment, or misconduct based on an individual’s race, creed, color, age, gender, national origin, religion, disability, marital status or sexual preference or other classification. The **Trust** will provide the **Covered Party** with a defense of such **claim** and pay **claim expenses** for any suit which is brought alleging such discrimination as a single allegation in a multiple allegation suit, provided any one allegation is covered under this policy.

E. Ownership

Claims made against the **Covered Party** if, at the time the **third party wrongful act** giving rise to such **claim** was committed:

1. any **Covered Party** controlled, owned, operated or managed the claimant; or

2. any **Covered Party** was an owner, partner, member, director, officer or employee of the claimant;

Control of or ownership in a business enterprise is presumed if any **Covered Party** owned or held ten percent (10%) or more of the equity and/or debt instruments of a publicly held corporation, or forty percent (40%) or more owner voting stock of a privately held corporation.

F. Covered Party v. Covered Party

By or on behalf of any **Covered Party** under this policy against any other **Covered Party** hereunder; however, this exclusion shall not apply to a claim made by an employee of either the **Covered Party** or a **subsidiary** or **newly acquired subsidiary** otherwise covered under this insuring agreement.

G. ERISA/Securities

Based upon or arising out of actual or alleged violation of:

1. the Employee Retirement Income Security Act of 1974;
2. the Securities Act of 1933;
3. the Securities Exchange Act of 1934;

or any rules, regulations or amendments issued in relation to such acts, or any similar state or federal statutes or regulations, including any **claim** based upon common law principles of liability.

H. Pollution

Based upon or arising out of, whether suddenly or over a long period of time, any:

1. actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants; or any injury, damage, payments, costs or expense incurred as a result of any testing for, monitoring, removal, containment, treatment, detoxification, neutralization or cleanup of pollutants**;** or
2. injury, damage, payments, costs or expense incurred as a result of any testing for, monitoring, removal, containment, treatment, detoxification, neutralization or cleanup of any pollutants**.**

I. Contractual

Based upon or arising out of any liability of others assumed by the **Covered Party** under any express, implied, actual, constructive, oral or written contract, agreement, warranty, guarantee, assurance, covenant, representation or promise, unless such liability would have attached to the **Covered Party** even in the absence of such contract or agreement; however, solely with respect to Insuring Agreement I.A., this exclusion does not apply to liability **assumed under contract;**

J. Guarantees

Based upon or arising out of any express, implied, actual, constructive, oral or written contract, agreement, warranty, guarantee, assurance, covenant, representation or promise:

1. for or relating to return on investment, cost savings, or profits;
2. for or relating to time of delivery; or
3. which creates or requires compliance with an expressed or implied duty to exercise a degree of care or skill higher than applicable industry standards.

K. Advertising

Based upon or arising out of:

1. fees, expenses, cost guarantees, cost representations, pricing guarantees, price representations, contract price, estimates of probable costs, or cost estimates actually or allegedly being exceeded;
2. any actual or alleged gambling, contest, lottery, promotional game or other game of chance;
3. inaccurate, inadequate, or incomplete description of the price of goods, products or services; or
4. the failure of goods, products or services to conform with any represented or implied quality or performance contained in **advertising.**

L. Business Practice

Based upon or arising out of any actual or alleged anti-trust violation, price fixing, monopolization, predatory pricing, price discrimination, restraint of trade, unfair competition, violation of consumer protection laws (except consumer privacy protection laws for **claims** involving a **privacy wrongful act),** false, deceptive or unfair trade practices, false, deceptive or misleading **advertising,** or violation of the Sherman Anti-Trust Act, the Clayton Act, the Robinson-Patman Act, as amended, the Federal Trade Commission Act, or any other local, state, federal, or foreign law involving monopoly, price fixing, anti-trust, predatory pricing, price

discrimination, unfair competition, false, deceptive or unfair trade practices, false, deceptive or misleading **advertising,** consumer protection or restraint of trade.

M. Patent

Based upon or arising out of any actual or alleged infringement, misappropriation, dilution, misuse or inducement to infringe, misappropriate, dilute or misuse any patent or patent right.

N. Privacy

Based upon or arising out of:

1. telemarketing or the distribution of unsolicited email, direct mail, or facsimiles;

2. the collection of information by means of electronic “spiders”, “spy bots”, “spyware” or similar means, wire tapping or bugging, video camera, or radio frequency identification tags; or

3. the unlawful collection or acquisition of **personally identifiable information,** or the failure to comply with a legal requirement to allow a person to opt-in or opt-out of the **Covered Party’s** obtaining, acquisition, compilation or use of that person’s **personally identifiable information.**

O. Governmental Action

Except with respect to Insuring Agreement I.B.3, brought by or on behalf of the Federal Trade Commission, the Federal Communications Commission, or any federal, state, local or foreign governmental entity, in such entity’s regulatory or official capacity.

P. Software Responsibility

Based upon or arising out of any actual or alleged failure to install available software product updates and releases, or to apply security-related software patches, to computers and other components of a **computer system.**

Q. Act of God

Based upon or arising out of any actual or any way involving any actual or alleged fire, flood, earthquake, volcanic eruption, explosion, lighting, wind, hail, tidal wave, landslide, act of God or other physical event.

R. Recovery of Profits, Royalties and Fees

Based upon or arising out of:

1. accounting or recovery of profits, royalties, fees or other monies claimed to be due from a **Covered Party** or any **claim** brought by any such party against a **Covered Party** claiming excessive or unwarranted fees, compensation or charges of any kind made by a **Covered Party;** or

2. licensing fees or royalties ordered, directed or agreed to be paid by a **Covered Party** pursuant to a judgment, arbitration award, settlement agreement or similar order for the continued use of a person or entity’s copyright, title, slogan trademark, trade name, trade dress, service mark, service name or other intellectual property right.

S. RICO

Violation of the Organized Crime Control Act of 1970 (commonly known as Racketeer Influenced and Corrupt Organizations Act, or RICO) and any regulation promulgated under or pursuant to the foregoing or any federal, state or local law analogous to the foregoing, whether such law is statutory, regulatory, or common law.

T. Trade Secrets

Actual or alleged misappropriation of trade secrets; provided, however this exclusion shall not apply to an otherwise covered **claim** directly resulting from a **cyber security breach** under insuring agreement **I.B.**

U. War

Strikes or similar labor action, war, whether declared or not, invasion, act of foreign enemy, civil way, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, or any action taken to hinder or defend against these actions; provided, however, this exclusion shall not apply to any actual, alleged or threated attack against the **network**, with the intention to cause harm to further social, ideological, religious or political objectives or to intimidate any person or entity in furtherance of such objectives.

V. Infrastructure Failure electrical, mechanical, Internet, telecommunication, cable or satellite failure, fluctuation or outage not under the operational control of the Insured, however caused, including any electrical power interruption, short circuit, surge, brownout or blackout, however this exclusion shall not apply to a **telecommunications fraud event.**

W. Governmental Orders any court order or demand requiring the **Covered Party** to provide law enforcement, any administrative, regulatory or judicial body or any other governmental authority access to personally identifiable information, protected health information, or confidential business information.

X. Over-Redemption price discounts, prizes, awards, coupons, or any other valuable consideration given in excess of the contracted or expected amount.

VII. CONDITIONS

A. Reporting of Claims, Potential Claims and Events Giving Rise to Privacy Notification Costs

1. The **Covered Party,** as a condition precedent to the obligations of the **Trust** under this policy, will give written notice to the **Trust** as soon as reasonably possible during the **agreement period** of any **claim** made against the **Covered Party.**
The **Trust** further agrees that the **Covered Party** may have up to, but not to exceed, sixty (60) days after the policy expiration to report in writing to the **Trust a claim** made against the **Covered Party** during the **agreement period,** if the reporting of such **claim** is as soon as reasonably possible.

2. The **Covered Party,** as a condition precedent to the obligations of the **Trust** under this policy, will give written notice to the **Trust** as soon as reasonably possible during the **agreement period** of any event which might reasonably be expected to give rise to **privacy notification costs.**

3. If during the **agreement period,** any **Covered Party** becomes aware of any act or omission which may reasonably be expected to be the basis of a claim against any **Covered Party,** including but not limited to any notice, advice or threat, whether written or verbal, that any person or entity intends to hold the **Covered Party** responsible for any alleged act or omission and gives written notice to the **Trust** with all available particulars, including:

a. the specific act or omission;
b. the dates and persons involved;
c. the identity of anticipated or possible claimants;
d. the circumstances by which the **Covered Party** first became aware of the possible **claim;** and
e. potential damages or injury;

then any **claim** that is subsequently made against the **Covered Party** arising out of such act or omission will be deemed to have been made on the date such written notice was received by the **Trust.** Said documents and information should be mailed to the **Trust** at the following address:

Preferred Governmental Insurance Trust
Claims Department
PO Box 958456
Lake Mary, FL 32795

4. If during the **agreement period** the **Covered Party** gives written notice to the **Trust** of an event which might reasonably be expected to give rise to **privacy notification costs,** then any **claim** that is subsequently made against the **Covered Party** arising out of such event will be deemed to have been made on the date such written notice was received by the **Trust.**

B. Assistance and Cooperation

1. The **Covered Party** will cooperate with the **Trust** and upon the **Trust's** request, attend hearings, depositions and trials and assist in effecting settlements, securing and giving evidence, obtaining the attendance of witnesses and in the conduct of suits and proceedings in connection with a **claim** or payment of **privacy notification costs.**

2. The **Covered Party** will assist in the enforcement of any right of contribution or indemnity against any person or organization who or which may be liable to any **Covered Party** in connection with a **claim** or payment of **privacy notification costs.**

3. The **Covered Party** will not, except at the **Covered Party's** own cost, voluntarily make any payment, assume or admit any liability or incur any expense without the prior written consent of the **Trust.**

C. Action Against the Trust

1. No action may be brought against the **Trust** unless, as a condition precedent thereto:

a. The **Covered Party** has fully complied with all the terms of this policy; and

b. Other than with respect to coverage provided under Insuring Agreements I.C.2 and I.C.3, until the amount of the **Covered Party's** obligation to pay has been finally determined either by judgment against the **Covered Party** after actual trial and appeal or by written agreement of the **Covered Party,** the claimant and the **Trust.**

2. Nothing contained in this policy will give any person or organization the right to join the **Trust** as a defendant or co-defendant or other party in any action against the **Covered Party** to determine the **Covered Party's** liability.

D. Bankruptcy

Bankruptcy or insolvency of the **Covered Party** or of the **Covered Party's** estate will not relieve the **Trust** of any of its obligations hereunder.

E. Other Insurance

This policy is excess over any other valid and collectible insurance, self-insurance or indemnification agreement available to the **Covered Party,** whether such other insurance or indemnification agreement is stated to be primary, contributory, excess, contingent, self-insurance or otherwise.

F. Subrogation

In the event of any payment for any **damages, claim expenses** or **privacy notification costs** under this policy, the **Trust** will be subrogated in the amount of such payment to all the **Covered Party's** rights of recovery against any person or organization. The **Covered Party** will execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Covered Party** will do nothing to prejudice such rights.

G. Changes

Notice to any agent of the **Trust** or knowledge possessed by any such agent or by any other person will not affect a waiver or a change in any part of this policy, and will not prevent or preclude the **Trust** from asserting or invoking any right or provision of this policy. None of the provisions of this policy will be waived, changed or modified except by a written endorsement issued by the **Trust** to form a part of this policy.

H. Entire Contract

By acceptance of this policy the **Covered Party** warrants that:

1. All of the information and statements provided to the **Trust** by the **Covered Party,** including but not limited to the application and any supplemental information, are true, accurate and complete and will be deemed to constitute material representations made by the **Covered Party;**

2. This policy is issued in reliance upon the **Covered Party's** representations;

3. This policy, endorsements thereto, together with the completed and signed application and any and all supplementary information and statements provided by the **Covered Party** to the **Trust** (all of which are attached hereto and deemed to be incorporated herein) embody all of the agreements existing between the **Covered Party** and the **Trust** and shall constitute the entire contract between the **Covered Party** and the **Trust;** and

4. Any material misrepresentation or concealment by the **Covered Party** or the **Covered Party's** agent will render the policy null and void and relieve the **Trust** from all liability herein.

I. Notices

Any notices required to be given by the **Covered Party** will be submitted in writing to the **Trust** or its authorized representative at the address specified in the Declarations. If mailed, the date of mailing of such notice will be deemed to be the date such notice was given and proof of mailing will be sufficient proof of notice.

J. Assignment

No assignment of interest of the **Covered Party** under this policy is valid, unless the **Trust's** written consent is endorsed hereon.

K. Innocent Covered Parties

Whenever coverage under this policy would be excluded because of dishonest, fraudulent, criminal or malicious acts or omissions, the **Trust** agrees that such insurance as would otherwise be afforded under this policy, will be applicable with respect to those **Covered Parties** who did

not personally participate or personally acquiesce in or remain passive after having knowledge of such conduct. Each **Covered Party** must promptly comply with all provisions of this policy upon learning of any concealment.

L. Social Engineering Financial Fraud

The coverage provided under **Section II, D.** shall apply only if the **Covered Party** verifies the instruction to transfer **money** or **securities** by following a pre-arranged callback or other established procedural method to authenticate the validity of the request prior to acting upon any transfer instruction.

M. Valuation

Adjustment for loss related to a **Bricking Incident** will be computed as of the date of loss at the place of the loss and for no more than the interest of the **covered party** and subject to a $250,000 sublimit. The adjustment of loss to **computer device** or **IoT Device** will be subject to the lesser of (1) the cost to repair; or (2) the cost to replace a **computer device** or **IoT Device** with equipment that is the most functionally equivalent even if such equipment: (a) has technological advantages; (b) represents an improvement in function; or (c) forms part of a program or system enhancement.

VIII. EXTENDED REPORTING PERIODS

A. Elimination of Right to Any Extended Reporting Period

There is no right to any Extended Reporting Period if the **Trust** cancels or refuses to renew this policy due to:

1. nonpayment of amounts due under this policy;

2. noncompliance by the **Covered Party** with any of the terms and conditions of this policy; or

3. any material misrepresentation or omission in the application or the supplementary information and statements provided by the **Covered Party** for this policy.

B. Extended Reporting Period - Not a New Policy

The Extended Reporting Period will not be construed to be a new policy and any **claim** or event giving rise to **privacy notification costs** reported during such period will otherwise be governed by this policy.

C. Automatic Extended Reporting Period

Effective upon the date of termination or cancellation of the Policy for any reason other than nonpayment of premium, the **Covered Party** will automatically be provided a period of sixty (60) days in which to give written notice to the Trust of:

1. **Claims** first made against the **Covered Party** during the **agreement period** or the automatic extended reporting period for **third party wrongful acts** committed by a **covered party** after the retroactive date and prior to the end of the **agreement period**; or

2. first party incidents that are first discovered by a **covered party** during said sixty (60) day period and otherwise covered by the Policy.

D. Optional Extended Reporting Period

Effective upon the date of termination or cancellation of the Policy for any reason other than nonpayment of premium, the **Covered Party** will have the right to purchase an Optional Extended Reporting Period of one (1), two (2), three (3), or six (6) years. Such right must be exercised by the **Covered Party** within sixty (60) days of the date of termination or cancellation of the Coverage Agreement by providing written notice to Preferred and remitting the amount of additional premium described below in which to provide written notice to Preferred of a **claim** first made against the **Covered Party** for a **third party wrongful act** committed by the **Covered Party** after the **retroactive date** and prior to the end of the **coverage agreement period**.

The additional premium for the Optional Extended Reporting Period will be for:

1. One (1) year, one hundred percent (100% of the policy annual premium;

2. Two (2) years, one hundred fifty percent (150%) of the policy annual premium;

3. Three (3) years, one hundred seventy-five percent (175%) of the policy annual premium;

4. Six (6) years, two hundred fifty percent (250%) of the policy annual premium

Preferred® PGIT GOVERNMENTAL INSURANCE TRUST

PUBLIC ENTITY

AUTOMOBILE
COVERAGE PART DECLARATIONS

ITEM ONE

COVERED PARTY: Highlands County, a Political Subdivision of the State of Florida

AGREEMENT NO.: PK FL1 0281028 21-14

ITEM TWO

SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE

This agreement provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos." "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the Covered Autos Section of the Public Entity Automobile Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTOS (Entry of one or more of the symbols from the Covered Auto Section of the Public Entity Automobile Coverage Form shows which autos are covered autos)	LIMIT THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS	PREMIUM
LIABILITY	1	Total Any One Accident $2,000,000 $0 Deductible Subject to **PGIT MN-306**	Included
PERSONAL INJURY PROTECTION (or equivalent No-fault Coverage)	5	STATUTORY	Included
AUTO MEDICAL PAYMENTS			Not Included
UNINSURED MOTORISTS			Not Included
UNDERINSURED MOTORISTS			Not Included
PHYSICAL DAMAGE COMPREHENSIVE COVERAGE	10, 8	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS DED. AS SCHEDULED FOR EACH COVERED AUTO PER ATTACHED SCHEDULE, BUT NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING. See ITEM FOUR For Hired Or Borrowed "Autos."	Included
PHYSICAL DAMAGE SPECIFIED CAUSES OF LOSS COVERAGE	N/A	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS $_____ DED. FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM. See ITEM FOUR For Hired Or Borrowed "Autos"	Not Included
PHYSICAL DAMAGE COLLISION COVERAGE	10, 8	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS DED. AS SCHEDULED FOR EACH COVERED AUTO PER ATTACHED SCHEDULE. See ITEM FOUR For Hired Or Borrowed "Autos."	Included
PHYSICAL DAMAGE TOWING AND LABOR (Not available in California)	N/A	N/A For Each Disablement of A Private Passenger "Auto"	Not Included
		PREMIUM	**INCLUDED**

ITEM THREE

SCHEDULE OF COVERED AUTOS YOU OWN

SEE ATTACHED SCHEDULE

ITEM FOUR

SCHEDULE FOR HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS

LIABILITY COVERAGE

STATE	ESTIMATED COST OF HIRE FOR EACH STATE	RATE	FACTOR (if Liability Cov. Is Primary)	PREMIUM
FL	$ IF ANY	FLAT CHARGE		Included

PHYSICAL DAMAGE COVERAGE

COVERAGES	LIMIT OF COVERAGE THE MOST WE WILL PAY DEDUCTIBLE	ESTIMATED ANNUAL COST OF HIRE	RATE PER EACH $100 ANNUAL COST OF HIRE	PREMIUM
COMPREHENSIVE	ACTUAL CASH VALUE OR COST OF REPAIRS OR $35,000 , WHICHEVER IS LESS, MINUS $1,000 DED. FOR EACH COVERED AUTO.	**$IF ANY**	**$**	Included
SPECIFIED CAUSES OF LOSS	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS $ DED. FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM	**$**	**$**	$
COLLISION	ACTUAL CASH VALUE OR COST OF REPAIRS OR $35,000 , WHICHEVER IS LESS, MINUS $1,000 DED. FOR EACH COVERED AUTO	**$IF ANY**	**$**	Included
			PREMIUM	Included

ITEM FIVE

SCHEDULE FOR NON-OWNERSHIP LIABILITY

NAMED COVERED PARTY'S BUSINESS	RATING BASIS	PREMIUM
County	**$IF ANY**	Included

FORMS AND ENDORSEMENTS
Forms and endorsements applying to this Coverage Part and made part of the coverage agreement at this time of issue:

See PGIT MN-002

Premium: $ INCLUDED

THIS SUPPLEMENTAL DECLARATIONS AND THE COMMON AGREEMENT DECLARATIONS, TOGETHER WITH THE COMMON AGREEMENT CONDITIONS, COVERAGE PART(S), FORMS AND ENDORSEMENTS, IF ANY, COMPLETE THE ABOVE NUMBERED AGREEMENT.

Preferred® PGIT GOVERNMENTAL INSURANCE TRUST

PUBLIC ENTITY

AUTOMOBILE COVERAGE FORM

Various provisions in this Coverage Agreement restrict coverage. Read the entire Coverage Agreement carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Agreement the words "you" and "your" refer to the Named Covered Parties shown in the Declarations. The words "we," "us" and "our" refer to the Trust providing this coverage.

Other words and phrases that appear in quotation marks have special meaning. Refer to SECTION VI - DEFINITIONS.

SECTION I - COVERED AUTOS

ITEM TWO of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos." The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos."

A. Description of Covered Auto Designation

Symbols SYMBOL DESCRIPTION

1 = ANY "AUTO."

2 = ALL OWNED "AUTOS" ONLY. Only those "autos" you own and or lease (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This also includes all those "autos" you acquire ownership of after the coverage agreement begins.

3 = OWNED PRIVATE PASSENGER "AUTOS" ONLY. Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the coverage agreement begins.

4 = OWNED "AUTOS" OTHER THAN PRIVATE PASSENGER "AUTOS" ONLY. Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the coverage agreement begins.

5 = OWNED "AUTOS" SUBJECT TO NO-FAULT. Only those "autos" you own and or lease that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the coverage agreement begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.

6 = OWNED "AUTOS" SUBJECT TO A COMPULSORY UNINSURED MOTORISTS LAW. Only those "autos" you own and or lease that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the coverage agreement begins provided they are subject to the same state uninsured motorists requirement.

7 = SPECIFICALLY DESCRIBED "AUTOS." Only those "autos" described in ITEM THREE of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in ITEM THREE).

8 = HIRED "AUTOS" ONLY. Only those "autos" you hire, rent or borrow. This does not include any "auto" you lease, hire, rent, or borrow from any of your employees or partners or members of their households.

9 = NONOWNED "AUTOS" ONLY. Only those "autos" you do not own, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your employees or partners or members of their households but only while used in your business

10 = Per definition assigned on PGIT MN-399, if applicable.

B. Owned Autos You Acquire After the Coverage Agreement Begins

1. If symbols 1, 2, 3, 4, 5 or 6 are entered next to a coverage in ITEM TWO of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the coverage agreement period. No additional or return premium during the remainder of the annual coverage term, except as noted in B.2.c. below. If the coverage agreement period is a two year agreement then the annual premium change will be reflected in the 2nd year of the coverage agreement renewal premium.
2. But, if symbol 7 is entered next to a coverage in ITEM TWO of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
   a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
   b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.
   c. Additional and return premium will be subject to pro-rata adjustment. This pro-rata adjustment will apply to all coverage for the "autos" that are added or deleted.

C. Certain Trailers, Mobile Equipment and Temporary Substitute Autos

If this Coverage Form provides Liability Coverage, the following types of vehicles are also covered "autos" for Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto."
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
   a. Breakdown;
   b. Repair;
   c. Servicing;
   d. "Loss"; or
   e. Destruction.

SECTION II- LIABILITY COVERAGE

A. Coverage

We will pay all sums a “covered party” legally must pay as damages because of "bodily injury" or "property damage" to which this coverage applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto."

We will also pay all sums a “covered party” legally must pay as a "covered pollution cost or expense" to which this coverage applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos." However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this coverage applies that is caused by the same "accident."

We have the right and duty to defend any "suit" asking for such damages or a "covered pollution cost or expense." However, we have no duty to defend "suits" for "bodily injury" or "property damage" or a "covered pollution cost or expense" not covered by this Coverage Form. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit has been exhausted by payment of judgments or settlements.

Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.

The coverages provided under this endorsement apply to any "leased auto" until the expiration date of the Common Declarations page, or when the lessor or his or her agent takes possession of the "leased auto," whichever occurs first.

1. Who Is A Covered Party

The following are "covered parties":

a. You for any covered "auto."

b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:

(1) The owner or anyone else from whom you hire or borrow a covered "auto." This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.

(2) Your employee if the covered "auto" is owned by that employee or a member of his or her household.

(3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing or parking "autos" unless that business is yours.

(4) Anyone other than your employees, partners, a lessee or borrower or any of their employees, while moving property to or from a covered "auto."

(5) A partner of yours for a covered "auto" owned by him or her or a member of his or her household.

c. Anyone liable for the conduct of a “covered party” described above but only to the extent of that liability.

2. Coverage Extensions

a. Supplementary Payments. In addition to the Limit of Coverage, we will pay for the “covered party”:

(1) All expenses we incur.

(2) Up to $1,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(3) The cost of bonds to release attachments in any "suit" we defend, but only for bond amounts within our Limit of Coverage.

(4) All reasonable expenses incurred by the “covered party” at our request, including actual loss of earning up to $250 a day because of time off from work.

(5) All costs taxed against the “covered party” in any "suit" we defend.

(6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" we defend; but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Coverage.

b. Out-of-State Coverage Extensions.

While a covered "auto" is away from the state where it is licensed we will:

(1) Increase the Limit of Coverage for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.

(2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This coverage does not apply to any of the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "covered party."

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or

b. That the “covered party” would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the “covered party” or the “covered party’s” coverage provider may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. Employee Indemnification And Employer's Liability "Bodily injury" to:

a. An employee of the “covered party” arising out of and in the course of employment by the “covered party”; or

b. The spouse, child, parent, brother or sister of that employee as a consequence of paragraph a. above.

This exclusion applies:

(1) Whether the “covered party” may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic employees not entitled to workers' compensation benefits or to liability assumed by the “covered party” under an "insured contract."

5. Fellow Employee

"Bodily injury" to any fellow employee of the “covered party” arising out of and in the course of the fellow employee's employment.

6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "covered party" or in the "covered party’s" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

a. Before it is moved from the place where it is accepted by the "covered party" for movement into or onto the covered "auto"; or

b. After it is moved from the covered "auto" to the place where it is finally delivered by the "covered parties."

8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto."

9. Operations

"Bodily injury" or "property damage" arising out of the operation of any equipment listed in paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment."

10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

a. Work or operations performed by you or on your behalf; and

b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in paragraphs a. or b. above.

Your work will be deemed completed at the earliest of the following times:

(1) When all of the work called for in your contract has been completed.

(2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.

(3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. That are, or that are contained in any property that is:

(1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";

(2) Otherwise in the course of transit by or on behalf of the “covered party”; or

(3) Being stored, disposed of, treated or processed in or upon the covered "auto";

b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "covered party" for movement into or onto the covered "auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "covered party."

Paragraph **a**. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

(1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and

(2) The "bodily injury," "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment."

Paragraphs **b.** and **c**. above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to a "covered party" with respect to "pollutants" not in or upon a covered "auto" if:

(3) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(4) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

12. War

"Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

13. Professional Liability

"Bodily injury" resulting from the providing or the failure to provide any medical or other professional services.

14. Racing

This coverage does not apply to any "bodily injury" or "property damage" sustained as a result of any covered "auto" while the covered “auto” is being used in any professional or non-professional racing or demolition contest or stunting activity, or while practicing for such contest or activity. This coverage also does not apply to any “bodily injury” sustained while the “auto” is being prepared for such a contest or activity.

C. Limit Of Coverage

1. Regardless of the number of covered "autos," "covered parties," premiums paid, claims made or vehicles involved in the "accident," the most we will pay for the total of all damages and "covered pollution cost or expense" combined, resulting from any one "accident" is the Limit of Coverage for Liability Coverage shown in the Declarations.

2. All "bodily injury," "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident."

3. No one will be entitled to receive duplicative payments for the same elements of "loss" under this Coverage Agreement and any Medical payments, Uninsured Motorist, or Underinsured Motorists within this Coverage Agreement.

4. The most we will pay is further limited by limitations set forth in Section 768.28(5), Florida Statutes (2010) or the equivalent limitations of successor law which are applicable at the time of loss.

However, subject to the amount in the Limit of Coverage shown in the Declarations - **FLORIDA AUTOMOBILE LIABILITY LIMITS** we will pay:

a. The amount indicated when the Florida Legislature enacts an appropriate claim bill in accordance with Section 768.28 (5), Florida Statutes;

b. The amount determined by a court of competent jurisdiction for liable action taken outside the state of Florida; or

c. The amount shown in the Limit of Coverage shown in the Declarations when Florida Statutes Section 768.28 (5), is inapplicable.

5. Damages will not include:

a. taxes, fines, penalties, or sanctions;

b. punitive or exemplary damages or the multiple portion of any multiplied damages award;

c. matters uninsurable under the laws pursuant to which this **Coverage Agreement** is construed; or

d. the cost to comply with any injunctive or other non-monetary or declaratory relief, including specific performance, or any agreement to provide such relief.

D. Other Coverage

For any covered “autos” you do not own, hire, rent or borrow that are used in connection with your business, the coverage provided by this Coverage Form is excess over any other collectible coverage.

SECTION III - PHYSICAL DAMAGE COVERAGE

A. Coverage

1. We will pay for "loss" to a covered "auto" or its equipment under:

a. Comprehensive Coverage. From any cause except:

(1) The covered "auto's" collision with another object; or

(2) The covered "auto's" overturn.

b. Specified Causes of Loss Coverage. Caused by:

(1) Fire, lightning or explosion;

(2) Theft;

(3) Windstorm, hail or earthquake;

(4) Flood;

(5) Mischief or vandalism; or

(6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto."

c. Collision Coverage. Caused by:

(1) The covered "auto's" collision with another object; or

(2) The covered "auto's" overturn.

2. Towing

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

3. Glass Breakage - Hitting a Bird or Animal - Falling Objects or Missiles.

If you carry Comprehensive Coverage for the damaged covered "auto," we will pay for the following under Comprehensive Coverage:

a. Glass breakage;

b. "Loss" caused by hitting a bird or animal; and

c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. Theft: We will pay up to $50 per day subject to the rental coverage aggregate provided in coverage part 5. Rental Coverage below of $5,000 in any one coverage period for transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the coverage agreement's expiration, when the covered "auto" is returned to use or we pay for its "loss."

5. Rental Coverage

a. We will pay for rental reimbursement expenses incurred by you for the rental of an “auto” because of “loss” to a covered “auto”. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered “auto”. No deductibles apply to this coverage.

b. We will pay only for those expenses incurred during the policy period beginning 24 hours after the “loss” and ending, regardless of the policy’s expiration, with the lesser of the following number of days:

(1) The number of days reasonably required to repair or replace the covered “auto” or,

(2) Thirty (30) days.

c. Our payment is limited to the lesser of the following amounts:

(1) Necessary and actual expenses incurred that relate directly to the “loss” of the covered auto.

(2) The maximum payment stated applicable to “any one day” or “any one coverage period” for each occurrence.

d. This coverage does not apply while there are spare or reserve “autos” available to you for your operations.

e. The maximum amount payable is $50.00 per day per covered automobile per occurrence, or $5,000 in the aggregate for the coverage period in which the losses occur. The rental coverage for theft also applies under this same aggregate.

B. Exclusions

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss."

a. Nuclear Hazard.

(1) The explosion of any weapon employing atomic fission or fusion; or

(2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War or Military Action.

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. Other Exclusions.

a. We will not pay for "loss" to any of the following:

(1) Tape decks or other sound reproducing equipment unless permanently installed in a covered "auto."

(2) Tapes, records or other sound reproducing devices designed for use with sound reproducing equipment.

(3) Sound receiving equipment designed for use as a citizen's band radio, two-way mobile radio or telephone or scanning monitor receiver, including its antennas and other accessories, unless permanently installed in the dash or console opening normally used by the "auto" manufacturer for the installation of a radio.

(4) Equipment designed or used for the detection or location of radar.

b. We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this agreement:

(1) Wear and tear, freezing, mechanical or electrical breakdown.

(2) Blowouts, punctures or other road damage to tires.

c. We will not pay for "loss" to any covered "auto" while used in any racing or demolition contest, or stunting activity, or while practicing for any such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.

C. Limit Of Coverage

The most we will pay for "loss" in any one "accident" is the lesser of:

1. The actual cash value of the damaged or stolen property as of the time of the "loss"; or

2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or

3. 110% of the value reported on the applicable schedule

4. If the valuation type shown on the automobile schedule is “agreed value”, then items C1 and 3 do not apply and the loss is paid based on the cost to repair or the agreed value on the schedule, whichever is less, less the applicable deductible.

5. Limited Replacement Cost: We will reimburse, on a replacement cost basis, the Named Covered Party of an owned and scheduled private passenger vehicle, light truck, or sport utility vehicle that is involved in a covered total loss if the vehicle has less than 18,000 miles and is within the first 12 months of being scheduled at the time of the total loss. This coverage does not apply to police vehicles or vehicle types other than those listed in the preceding sentence.

D. Deductible

For each covered "auto," our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Schedule. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

SECTION IV - AUTO MEDICAL PAYMENTS COVERAGE

A. Coverage

We will pay reasonable expenses incurred for necessary medical and funeral services to or for a Covered Party who sustains "bodily injury" caused by "accident." We will pay only those expenses incurred, for services rendered within three years from the date of the "accident."

B. Who Is A Covered Party

1. You while "occupying" or, while a pedestrian, when struck by any "auto."

2. If you are an individual, any "family member" while "occupying" or, while a pedestrian, when struck by any "auto."

3. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto." The covered "auto" must be out of service because of its breakdown, repair, servicing, loss or destruction.

C. Exclusions

This coverage does not apply to any of the following:

1. "Bodily injury" sustained by a Covered Party while "occupying" a vehicle located for use as a premises.

2. "Bodily injury" sustained by you or any "family member" while "occupying" or struck by any vehicle (other than a covered "auto") owned by you or furnished or available for your regular use.

3. "Bodily injury" sustained by any "family member" while "occupying" or struck by any vehicle (other than a covered "auto") owned by or furnished or available for the regular use of any "family member."

4. "Bodily injury" to your "employee" arising out of and in the course of employment by you. However, we will cover "bodily injury" to your domestic "employees" if not entitled to workers' compensation benefits. For the purposes of this endorsement, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. "Bodily injury" to a Covered Party while working in a business of selling, servicing, repairing or parking "autos" unless that business is yours.

6. "Bodily injury" caused by declared or undeclared war or insurrection or any of their consequences.

7. "Bodily injury" to anyone using a vehicle without a reasonable belief that the person is entitled to do so.

8. "Bodily Injury" sustained by a Covered Party while "occupying" any covered "auto" while used in any professional racing or demolition contest or stunting activity, or while practicing for such contest or activity. This coverage also does not apply to any "bodily injury" sustained by an covered party while the "auto" is being prepared for such a contest or activity.

D. Limit of Coverage

Regardless of the number of covered "autos," "covered parties," premiums paid, claims made or vehicles involved in the "accident," the most we will pay for "bodily injury" for each Covered Party injured in any one "accident" is the Limit Of Coverage for Auto Medical Payments Coverage shown in the Declarations.

E. Changes In Conditions

Section V - Conditions are changed for Auto Medical Payments Coverage as follows:

1. Section V.A.5 - The Transfer Of Rights Of Recovery Against Others To Us Condition does not apply.
2. The reference in Other Coverage in the Business Auto and Garage Coverage Forms and Other Coverage - Primary And Excess Coverage Provisions in the Truckers and Motor Carrier Coverage Forms to "other collectible insurance" applies only to other collectible auto medical payments insurance.

F. Additional Definitions

As used in this Section:

1. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.

SECTION V - BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Coverage Agreement Conditions:

A. Loss Conditions

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss," either may demand an appraisal of the "loss." In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire.

The appraisers will state separately the actual cash value and amount of "loss." If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

a. Pay its chosen appraiser; and

b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Accident, Claim, Suit Or Loss

a. In the event of "accident," claim, "suit" or "loss," you must give us or our authorized representative prompt notice of the "accident" or "loss." Include:

(1) How, when and where the "accident" or "loss" occurred;

(2) The "covered party's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

b. Additionally, you and any other involved "covered party" must:

(1) Assume no obligation, make no payment or incur no expense without our consent, except at the "covered party's" own cost.

No one will be entitled to receive duplicate payments for the same elements of "loss" under this coverage and any Liability Coverage Form, Uninsured Motorists Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

(2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit."

(3) Cooperate with us in the investigation, settlement or defense of the claim or "suit".

(4) Authorize us to obtain medical records or other pertinent information.

(5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

c. If there is "loss" to a covered "auto" or its equipment you must also do the following:

(1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.

(2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.

(3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.

(4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

a. There has been full compliance with all the terms of this Coverage Form; and

b. Under Liability Coverage, we agree in writing that the "covered party" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this coverage agreement to bring us into an action to determine the "covered party's" liability.

4. Loss Payment - Physical Damage

Coverages At our option we may:

a. Pay for, repair or replace damaged or stolen property; or

b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or

c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

6. Support and Cooperation in Opposition to Claim Bill Legislation

If we act to oppose legislation brought forth in accordance with Florida Statute 768.28, arising from a covered occurrence, you shall use your best efforts to provide us with positive support and cooperation in such opposition:

Such positive support and cooperation shall include, but is not limited to:

a. Formal proclamations or resolutions by your governing board in opposition to such legislation;

b. Oral or written testimony of your officials and employees at legislative hearings or other legislative proceedings in opposition to such legislation; and

c. Personal contact by your officials and employees with legislators identified by us.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "covered party" or the "covered party's" estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "covered party," at any time, intentionally conceal or misrepresent a material fact concerning:

a. This Coverage Form;

b. The covered "auto";

c. Your interest in the covered "auto"; or

d. A claim under this Coverage Form.

3. Coverage Agreement Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

a. During the Coverage Agreement period shown in the Declarations; and

b. Within the coverage

territory. The coverage

territory is:

(1) The United States of America;

(2) The territories and possessions of the United States of America;

(3) Puerto Rico; and

(4) Canada.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

4. No Benefit To Bailee - Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Premium Audit

a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this coverage agreement began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Covered Party will be billed for the balance, if any. If the estimated total premium exceeds the final premium due, the first Named Covered Party will get a refund.

b. If this coverage agreement is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the coverage agreement.

6. Two Or More Coverage Forms Or Agreements Issued By Us

If this Coverage Form and any other Coverage Form or coverage agreement issued to you by us or any company affiliated with us apply to the same "accident," the aggregate maximum Limit of Coverage under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Coverage under any one Coverage Form or coverage agreement. This condition does not apply to any Coverage Form or coverage agreement issued by us or an affiliated company specifically to apply as excess coverage over this Coverage Form.

SECTION VI - DEFINITIONS

A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage."

B. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads but does not include "mobile equipment."

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.

D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand or order; or

2. Any claim or "suit" by or on behalf of a governmental authority demanding that the “covered party” or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants."

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. That are, or that are contained in any property that is:

(1) Being transported or towed by, handled, or handled for movement into, onto or from the covered "auto";

(2) Otherwise in the course of transit by or on behalf of the "covered party";

(3) Being stored, disposed of, treated or processed in or upon the covered "auto"; or

b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the “covered party” for movement into or onto the covered "auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the

covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "covered party"

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

(1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and

(2) The "bodily injury," "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in paragraphs **6.b.** or **6.c.** of the definition of "mobile equipment."

d. Paragraphs **b.** and **c.** above do not apply to "accidents" that occur away from premises owned by or rented to a “covered party” with respect to "pollutants" not in or upon a covered "auto" if:

(1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

E. "Covered party" means any person or organization qualifying as a covered party in the Who Is A Covered Party provision of the applicable coverage. Except with respect to the Limit of Coverage, the coverage afforded applies separately to each covered party who is seeking coverage or against whom a claim or "suit" is brought.

F. "Insured Contract" means an agreement between two or more cities, counties, special districts, or other governmental bodies regarding:

1. A lease of premises;

2. A sidetrack agreement;

3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

5. Where permitted by Florida Statute 768.28, that part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another public entity to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your employees, of any "auto." However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your employees to pay for "property damage" to any "auto" rented or leased by you or any of your employees.

An "insured contract" does not include that part of any contract or agreement:

a. That indemnifies any person or organization for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing; or

b. That pertains to the loan, lease or rental of an "auto" to you or any of your employees, if the "auto" is loaned, leased or rented with a driver; or

c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.

d. That does not comply with Florida Statute 768.28.

G. "Leased Auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary coverage for the lessor.

H. "Loss" means direct and accidental loss or damage.

I. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

2. Vehicles maintained for use solely on or next to premises you own or rent;

3. Vehicles that travel on crawler treads;

4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

a. Power cranes, shovels, loaders, diggers or drills; or

b. Road construction or resurfacing equipment such as graders, scrapers or rollers.

5. Vehicles not described in paragraphs **1., 2., 3.,** or **4.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

b. Cherry pickers and similar devices used to raise or lower workers.

6. Vehicles not described in paragraphs **1.**, **2.**, **3.**, or **4.** above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

a. Equipment designed primarily for:

(1) Snow removal;

(2) Road maintenance, but not construction or resurfacing; or

(3) Street cleaning;

b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.

7. However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos":

J. "Pollutants" means any solid, liquid, mold, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

K. "Property damage" means damage to or loss of use of tangible property.

L. "Suit" means a civil proceeding in which:

(1) Damages because of "bodily injury" or "property damage"; or

(2) A "covered pollution cost or expense"

to which this coverage applies, are alleged.

a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are
claimed and to which the "covered party" must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "covered party" submits with our consent.

M. "Trailer" includes semitrailer.

Print Date: 10/29/2021

Preferred® PGIT GOVERNMENTAL INSURANCE TRUST

PUBLIC ENTITY

FLORIDA CHANGES

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.

This endorsement modifies coverage provided under the **AUTOMOBILE COVERAGE FORM, PGIT MN-300:**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Physical Damage Coverage is changed as follows:

1. No deductible applies under Specified Causes of Loss or Comprehensive coverage for "loss" to glass used in the windshield.
2. All other Physical Damage Coverage provisions will apply.
3. Paragraph **1.** of Loss Conditions, Appraisal for Physical Damage Loss, is replaced by the following:

1. Appraisal for Physical Damage Loss

If you and we disagree on the amount of "loss," either may demand an appraisal of the "loss." Upon notice of a demand for appraisal, the opposing party may, prior to appraisal, demand mediation of the dispute in accordance with the Mediation provision contained in this endorsement. The mediation must be completed before a demand for appraisal can be made. In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss." If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

a. Pay its chosen appraiser; and
b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we still retain our right to deny the claim.

B. The following condition is added to the General Conditions:

Mediation

1. In any claim filed by a "covered party" with us for:
a. "Bodily injury" in an amount of $10,000 or less, arising out of the ownership, operation, use or maintenance of a covered "auto";
b. "Property damage" in any amount, arising out of the ownership, operation, maintenance or use of a covered "auto," or
c. "Loss" to a covered "auto" or its equipment, in any amount;
either party may make a written demand for mediation of the claim prior to the institution of litigation.

2. A written request for mediation must be filed with the Florida Department of Insurance on an approved form, which may be obtained from the Florida Department of Insurance.

3. The request must state:
a. Why mediation is being requested.
b. The issues in dispute, which are to be mediated.

Print Date: 10/29/2021

4. The Florida Department of Insurance will randomly select mediators. Each party may reject one mediator, either before or after the opposing side has rejected a mediator. The mediator will notify the parties of the date, time and place of the mediation conference. The mediation conference will be held within 45 days of the request for mediation. The conference will be held by telephone if feasible. The participants in the mediation conference must have the authority to make a binding decision, and must mediate in good faith. Each party will bear the expenses of the mediation equally, unless the mediator determines that one party has not mediated in good faith.

5. Only one mediation may be requested for each claim unless all parties agree to further mediation. A party demanding mediation shall not be entitled to demand or request mediation after a suit is filed relating to the same facts already mediated.

6. The mediation shall be conducted as an informal process and formal rules of evidence and procedures need not be observed.

Preferred® PGIT GOVERNMENTAL INSURANCE TRUST

PUBLIC ENTITY

Florida Personal Injury Protection

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.

For a covered "auto" licensed or principally garaged in, or "garage operations" conducted in, Florida, this endorsement modifies coverage provided under the **AUTOMOBILE COVERAGE FORM, PGIT MN-300:**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

We agree with the "Named Covered Party," subject to all provisions of this endorsement and to all of the provisions of the agreement except as modified herein, as follows that:

SCHEDULE

Any Personal Injury Protection deductible shown in the Declarations of $0 is applicable to the following "Named Covered Party" only:

Highlands County, a Political Subdivision of the State of Florida

Benefits	**Limit Per Person**
Total Aggregate Limit	Up to $10,000 Limit (Medical and Disability Benefits)
Death Benefits	$5,000 (in addition to the medical and disability benefits)
Medical Benefits	80% of reasonable medical expenses subject to total aggregate limit
Disability Benefits	60% of loss of gross income and earning capacity and replacement services subject to total aggregate limit (payable every two weeks)

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement)

A. Coverage

We will pay Personal Injury Protection benefits in accordance with the Florida Motor Vehicle No-Fault Law, as amended, to or for a "covered party" who sustains bodily injury, sickness, disease, or death arising out of the ownership, maintenance, or use of a motor vehicle, subject to the limits shown in the schedule, as follows:

1. Medical Benefits

All reasonable "medically necessary" expenses for medical, surgical, X-ray, dental, and rehabilitative services, including prosthetic devices, and medically necessary ambulance, hospital and nursing services if the individual received initial services and care as provided herein within 14 days after the motor vehicle accident, and for necessary remedial treatment and services recognized and permitted under the laws of the state for a "Covered Party" who relies upon spiritual means through prayer alone for healing in accordance with his or her religious beliefs. However, payment of expenses for spiritual healing shall not affect the determination of what other services or procedures are "medically necessary." Initial services and care must be lawfully provided, supervised, ordered, or prescribed by a physician licensed under Chapter 458 (medical physician)

or Chapter 459 (osteopathic physician), a dentist licensed under Chapter 466, or a chiropractic physician licensed under Chapter 460 or that are provided in a hospital or facility that owns or is wholly owned by a hospital. Initial services include care provided by a person or entity licensed under Part III of Chapter 401, which provides emergency transportation and treatment. Follow-up services and care must be consistent with the underlying medical diagnosis rendered as part of the initial services and care provided so long as such care and services are provided by persons and entities authorized pursuant to s.627.736 (1)(a)2. of Florida's Motor Vehicle No-Fault law, as amended. Medical Benefits do not include massage as defined in s. 480.033 or acupuncture as defined in s. 457.102, regardless of the person, entity, or licensee providing massage or acupuncture, and a licensed massage therapist or licensed acupuncturist may not be reimbursed for Medical Benefits under this provision. Reimbursement for services and care is provided (subject to the 80% limitation) up to $10,000 if a physician licensed under Chapter 466 (medical) or Chapter 459 (osteopathic), dentist licensed under Chapter 466, physician assistant licensed under Chapter 458 or Chapter 459, or an advanced registered nurse practitioner licensed under Chapter 464 has determined that the injured person had an emergency medical condition. Reimbursement is limited to $2500 (subject to the 80% limitation) if the injured person did not have an emergency medical condition.

2. **Disability Benefits**
   With respect to the period of disability of the injured person any loss of gross income and loss of earning capacity per individual from the inability to work proximately caused by the injury sustained by the injured person, plus all expenses reasonably incurred in obtaining from others ordinary and necessary services in lieu of those that, but for the injury, the injured person would have performed without income for the benefit of his or her household; and
3. **Death benefits**
   Death benefits of $5,000 per individual in addition to the Medical Benefits and the Disability Benefits provided. We may pay death benefits to the executor or administrator of the deceased, to any of the deceased's relatives by blood, legal adoption, or by marriage, or to any person appearing to us to be equitably entitled to such benefits.

B. Who Is A Covered Party

1. The "Named Covered Party"
2. If the "Named Covered Party" is an individual, any "family member."
3. Any other person while "occupying" a covered "motor vehicle" with the "Named Covered Party's" consent.
4. A "pedestrian" if the "accident" involves the covered "motor vehicle."

C. Exclusions

We will not pay Personal Injury Protection benefits for "bodily injury":

1. Sustained by the "Named Covered Party" and relatives residing in the same household while occupying another motor vehicle owned by the named insured and not insured under this policy;
2. Sustained by any person while operating the covered "motor vehicle" without the "Named Covered Party's" expressed or implied consent;
3. Sustained by any person, if such person's conduct contributed to his or her injury under any of the following circumstances:
   a. Causing injury to himself or herself intentionally; or
   b. Being injured while committing a felony.
4. To any person, other than the "Named Covered Party" if that person is the "owner" of a "motor vehicle" for which security is required under the Florida Motor Vehicle No-Fault Law;
5. To any person, other than the "Named Covered Party," or any "family member," who is entitled to personal injury protection benefits from the owner of a "motor vehicle" that is not a covered "motor vehicle" under this agreement or from the owner's insurer; or
6. To any person who sustains "bodily injury" while "occupying" a "motor vehicle" located for use as a residence or premises.

D. Limits of Coverage

1. Regardless of the number of persons covered, policies or bounds applicable, premiums paid, vehicles involved or claims made, the total aggregate limit of personal injury protection Medical benefits and Disability Benefits available under the Florida Motor Vehicle No-Fault Law from all sources combined, including this agreement, for all "loss" and expense incurred by or on behalf of any one person who sustains "bodily injury" as the result of any one "accident," shall be $10,000, provided that payment for Death Benefits shall be $5,000 per person, per accident in addition to the aggregate Medical benefits and Disability benefits maximum limitation of $10,000.
2. Any amount paid under this coverage will be reduced by the amount of benefits an injured person has been paid or is entitled to be paid for the same elements of "loss" under any workers' compensation law.
3. If personal injury protection benefits, under the Florida Motor Vehicle No-Fault Law, have been received from any insurer for the same elements of loss and expense benefits available under this agreement, we will not make duplicate payments to or for the benefit of the injured person. This insurer paying the benefits shall be entitled to recover from us its pro rata share of the benefits paid and expenses incurred in handling the claim.
4. The deductible amount shown in the Schedule, if any, will be deducted from the total amount of expenses and losses listed in Paragraphs **A.1, A.2,** and **A.3** of this endorsement before the application of any percentage limitation for each "Covered Party" to whom the deductible applies. The deductible does not apply to the Death Benefit.
5. As provided for in Section 627.736 (5) of Florida's Motor Vehicle no-Fault Law, as amended, we limit payment to providers subject to the schedule of charges set forth within that section of the law. We will pay all charges (subject to the 80% limitation) for Medical Benefits to providers submitting charges less than those allowed under that section of the law.

E. Changes in Conditions

The Conditions are changed for Personal Injury Protection as follows:

1. Duties In The Event of Accident, Claim, Suit or Loss:
   In the event of an "accident", the "Named Covered Party" must give us or our authorized representative prompt written notice of the "accident."
   If any injured person or his legal representative institutes a legal action to recover damages for "bodily injury" against a third party, a copy of the summons, complaint or other process served in connection with that legal action must be forwarded to us as soon as possible by the injured person or his or her legal representative.
2. Legal Action Against Us is changed by adding the following:
   No one may bring a legal action against us under this coverage until 30 days after the required notice of "accident" and reasonable proof of claim have been filed with us.
3. Transfer of Rights of Recovery Against Others to Us is replaced by the following:
   Unless prohibited by the Florida Motor Vehicle No-Fault Law, in the event of payment to or for the benefit of any injured person under this coverage:
   a. We will be reimbursed for those payments, not including reasonable attorneys' fees and other reasonable expenses, from the proceeds of any settlement or judgment resulting from any right of recovery of the injured person against any person or organization legally responsible for the "bodily injury" from which the payment arises. We will also have a lien on those proceeds.
   b. If any person to or from whom we pay benefits has rights to recover benefits from another, those rights are transferred to us. That person must do everything necessary to secure our rights and must do nothing after loss to impair them.
   c. The insurer providing personal injury protection benefits on a private passenger "motor vehicle," as defined in the Florida Motor Vehicle No-Fault Law, shall be entitled to reimbursement to the extent of the payment of personal injury protection benefits from the "owner" or the insurer of the "owner" of a commercial "motor vehicle," as defined in the Florida Motor Vehicle No-Fault Law, if such injured person sustained the injury while "occupying," or while a "pedestrian" through being struck by, such commercial "motor vehicle."

4. The Concealment, Misrepresentation Or Fraud provision is replaced by the following: We do not provide coverage under this endorsement for a "Covered Party" if that "Covered Party" has committed, by a material act or omission, any insurance fraud relating to personal injury protection coverage under this form, if fraud is admitted to in a sworn statement by the "covered party" or if the fraud is established in a court of competent jurisdiction. Any insurance fraud shall void all personal injury protection coverage arising from the claim with respect to the "Covered Party" who committed the fraud. Any benefits paid prior to the discovery of that "Covered Party's" fraud shall be recoverable from that "Covered Party." If we had reasonable belief that a fraudulent insurance act has been committed under Florida's No-Fault Insurance Law, we will notify the claimant, in writing, within 30 days after submission of the claim that we are investigating the claim for suspected fraud. At the end of the initial 30-day period we will have an additional 60 days to conduct our fraud investigation. Within 90 days of submission of the claim we will either deny the claim based upon our finding of fraudulent activity or pay the claim with simple interest from the date the claim was submitted until the date the claim is paid. If we deny the claim based upon a finding of fraudulent activity we will report such information to the Florida Division of Insurance Fraud.

F. Additional Conditions

The following Conditions are added:

1. Mediation

a. In any claim filed by a "Covered Party" with us for:

1. "Bodily Injury" in an amount of $10,000 or less, arising out of the ownership, operation, use or maintenance of a covered "auto";

2. "Property Damage" in any amount, arising out of the ownership, operation, maintenance or use of a covered "auto" or;

3. "Loss" to a covered "auto" or its equipment, in any amount, either party may make a written demand for mediation of the claim prior to the institution of litigation.

b. A written request for mediation must be filed with the Florida Department of Insurance on an approved form, which may be obtained from the Florida Department of Insurance.

c. The request must state:

1. Why the mediation is being requested.

2. The issues in dispute, which are to be mediated.

d. The Florida Department of Insurance will randomly select mediators. Each party may reject one mediator, either before or after the opposing side has rejected a mediator. The mediator will notify the parties of the date, time and place of the mediation conference. The mediation conference will be held within 45 days of the request for mediation. The conference will be held by telephone if feasible. Participants in the mediation conference must have the authority to make a binding decision, and must mediate in good faith. Each party will bear the expenses of the mediation equally, unless the mediator determines that one party has not mediated in good faith.

e. Only one mediation may be requested for each claim unless all parties agree to a further mediation. A party demanding mediation shall not be entitled to demand or request mediation after a suit is filed relating to the same facts already mediated.

f. The mediation shall be conducted as an informal process and formal rules of evidence and procedures need not be observed.

2. Modification Of Agreement Coverages

Any Automobile Medical Payments Coverage and any Uninsured Motorist Coverage afforded by the agreement shall be excess over any personal injury protection benefits paid or payable. Regardless of whether the full amount of personal injury protection benefits has been exhausted, any Medical Payments Coverage afforded by the agreement shall pay the portion of any claim for personal injury protection medical expenses which are otherwise covered but not payable due to the limitation of 80% of medical expense benefits, but shall not be payable for the amount of the deductible selected.

3. Proof Of Claim; Medical Reports and Examination: Payment of Claim Withheld

As soon as practicable, the person making claim shall give to us written proof of claim, under oath if required, which may include full particulars of the nature and extent of the injuries and treatment received and contemplated, and such other information as may assist us in determining the amount due and payable. Such person shall submit to mental and physical examinations at our expense when and as often as we may reasonably require and a copy of the medical report shall be forwarded to such person if requested. Whenever a person making a claim is charged with committing a felony, we shall withhold benefits until, at the trial level, the prosecution makes a formal entry on the record that it will not prosecute the case against the person, the charge is dismissed or the person is acquitted.

4. Provisional Premium
In the event of any change in the rules, rates, rating plant, premiums or minimum premiums applicable to the coverage afforded, because of an adverse judicial finding as to the constitutionality of any provisions of the Florida Motor Vehicle No-Fault Law providing for the exemption of persons from tort liability, the premium stated in the Declarations for any Liability, medical Payments and Uninsured Motorists coverage shall be deemed provisional and subject to recomputation. If this agreement is a renewal agreement, such recomputation shall also include a determination of the amount of any return premium previously credited or refunded to the "Named Covered Party" pursuant to Sections 627.730 through 627.7415 (1988) of the Florida Motor Vehicle No-Fault Law with respect to insurance afforded under a previous agreement. If the recomputed premium exceeds the premium shown in the Declarations, the "Named Covered Party" shall pay to us the excess as well as the amount of any return premium previously credited or refunded.

5. Special Provisions for Rented or Leased Vehicles
Notwithstanding any provision of this coverage to the contrary, if a person is injured while "occupying" or through being struck by, a "motor vehicle" rented or leased under a rental or lease agreement, the personal injury protection afforded under the lessor's policy shall be primary, unless the face of the agreement contains, in at least 10-point type, the following language:
The valid and collectible personal injury protection insurance of any authorized rental or leasing driver is primary for the limits of personal injury protection coverage required by Section 627.736, Florida Statutes.

6. Agreement Period; Territory
The coverage under this Section applies only to "accidents" which occur during the agreement period:

a. In the state of Florida;

b. As with respect to the "Named Covered Party" or any "family member", while "occupying" the covered "motor vehicle" outside the state of Florida but within the United States of America, its territories or possessions or Canada; and

c. As with respect to the "Named Covered Party", while "occupying" a "motor vehicle" of which a "family member" is the "owner" and for which security is maintained under the Florida Motor Vehicle No-Fault Law outside the state of Florida but within the United States of America, its territories or possessions or Canada.

G. Additional Definitions

As used in this endorsement:

1. "Motor Vehicle" means any self-propelled vehicle with four or more wheels which is of a type both designed and required to be licensed for use on the highways of Florida and any trailer or semitrailer designed for use with such vehicle;
However, "motor vehicle" does not include:

a. A mobile home;

b. Any "motor vehicle" which is used in mass transit, other than public school transportation, and designed to transport more than five passengers exclusive of the operator of the motor vehicle and which is owned by a municipality, a transit authority, or a political subdivision of the state.

2. "Family member" means a person related to the "Named Covered Party" by blood, marriage or adoption including a ward or foster child who is resident of the same household as the "Named Covered Party".

3. "Named Covered Party" means the person or organization named in the Declarations of the agreement and, if an individual, shall include the spouse if a resident of the same household.
4. "Occupying" means in or upon or entering into or alighting from.
5. "Owner" means a person or organization who holds the legal title to a "motor vehicle", and also includes:
   a. A debtor having the right to possession, in the event a "motor vehicle" is the subject of a lease with option to purchase and such lease agreement is for a period of six months or more; and
   b. A lessee having the right to possession, in the event a "motor vehicle" is the subject of a lease with option to purchase and such lease agreement is for a period of six months or more; and
   c. A lessee having the right to possession, in the event a "motor vehicle" is the subject of a lease without option to purchase, and such lease is for a period of six months or more, and the lease agreement provides that the lessee shall be responsible for securing coverage.
6. "Pedestrian" means a person while not an occupant of any self-propelled vehicle.
7. "Emergency Medical Condition" means a medical condition manifesting itself by acute symptoms of sufficient severity, which may include severe pain, such that the absence of immediate medical attention could reasonably be expected to result in any of the following:
   a. Serious jeopardy to patient health;
   b. Serious impairment to bodily functions; or
   c. Serious dysfunction of any bodily organ or part.
8. "Medically Necessary" refers to medical service or supply that a prudent physician would provide for the purpose of preventing, diagnosing or treating an illness, injury, disease, or symptom in a manner that is:
   a. In accordance with generally accepted standards of medical practice;
   b. Clinically appropriate in terms of type, frequency, extent, site and duration; and
   c. Not primarily for the convenience of the patient, physician, or other health care provider.

Preferred® PGIT GOVERNMENTAL INSURANCE TRUST

PUBLIC ENTITY

POLLUTION LIABILITY – BROADENED COVERAGE FOR COVERED AUTOS

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.

This endorsement modifies coverage provided under the **AUTOMOBILE COVERAGE FORM, PGIT MN-300:**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Section II – Liability Coverage is changed as follows:

1. Paragraph **a.** of the Pollution Exclusion (**B.11.**) applies only to liability assumed under a contract or agreement.
2. Exclusion **B.6.** Care, Custody or Control does not apply.

B. Changes in Section VI – Definitions

For the purposes of this endorsement, Paragraph **D.** of the Definitions Section is replaced by the following:

D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement; or
2. Any claim or "suit" by or on behalf of a governmental authority demanding that the "covered party" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants."

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "covered party" for movement into or onto the covered "auto"; or
b. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "covered party."

Paragraphs **a.** and **b.** above do not apply to "accidents" that occur away from premises owned by or rented to a "covered party" with respect to "pollutants" not in or upon a covered "auto" if:

(1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto" not designed or used for storing or hauling fuel or oil; and
(2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

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PUBLIC ENTITY

MUTUAL AID ENDORSEMENT

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.

This endorsement modifies coverage provided under the **AUTOMOBILE COVERAGE FORM, PGIT MN-300:**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Coverage

1. We will pay all sums you legally must pay for "loss" to an "auto," including its equipment, owned by any municipality, fire district, ambulance district, fire department or fire company which provides you police, ambulance services or fire assistance.
2. We have the right and duty to defend any "suit" asking for these damages. However, we have no duty to defend "suits" for "loss" not covered by this coverage form. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when our limit for this coverage has been exhausted by payment of judgments or settlements.

B. Exclusions

This coverage does not apply to:

1. Any expense incurred in or material used in connection with the operation of the "auto" or its equipment.
2. "Loss" caused by declared or undeclared war or insurrection or any of their consequences.
3. "Loss" caused by the explosion of a nuclear weapon or its consequences.

C. Limit of Coverage

The most we will pay for all "loss" from any one "accident" is the limit of coverage stated in the Declarations. Our obligation under "bodily injury" and "property damage" is to pay damages on your behalf in excess of any deductible or self insured retention stated in the declarations applicable to such coverages.

D. Conditions

All the Conditions apply to the coverage provided by this endorsement except Other Insurance. The coverage provided by this endorsement is primary.

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PUBLIC ENTITY

AUTOMOBILE SYMBOL DEFINITION ENDORSEMENT

COVERED PARTY: Highlands County, a Political Subdivision of the State of Florida

AGREEMENT NO.: PK FL1 0281028 21-14

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY

This endorsement modifies coverage provided under the **AUTOMOBILE COVERAGE FORM, PGIT MN-300:**

The following is added to SECTION I, A., Description of Covered Auto Designation Symbols:

Symbol 10 is defined as follows:

APD: per symbol 2 except agreedvalue on ALL classified fire trucks, abulances, and any vehicle valued over $100,000

AL:

Preferred® PGIT GOVERNMENTAL INSURANCE TRUST

PUBLIC ENTITY

DEADLY WEAPON PROTECTION COVERAGE PART DECLARATIONS
(CLAIMS MADE)

COVERED PARTY: Highlands County, a Political Subdivision of the State of Florida

AGREEMENT NO.: PK FL1 0281028 21-14

SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE

COVERAGE	LIMIT	DEDUCTIBLE
DEADLY WEAPON EVENT (Inclusive of Claims Expenses)	$1,000,000 Per Event	$0 Per Event
SUBLIMITS (These limits do not increase the event limit stated above)		
BUSINESS INTERRUPTION	INCLUDED	
DEMOLITION, CLEARANCE AND MEMORIALIZATION	$250,000 Per Event	
EXTRA EXPENSE	$250,000 Per Event	
CRISIS MANAGEMENT	INCLUDED	
PROPERTY DAMAGE EXTENSION	$250,000 Per Event	
COUNSELING SERVICES	$250,000 Per Event	
FUNERAL EXPENSES	$250,000 Per Event	
CLAIMS EXPENSES	INCLUDED	

RETROACTIVE DATE: 10/1/19

THIRD PARTY LIABILITY COVERAGE AGREEMENT
AND
CRISIS MANAGEMENT SERVICES

THIS IS A CLAIMS-MADE AND REPORTED COVERAGE FORM

WHAT TO DO FOLLOWING A DEADLY WEAPON EVENT

If a **Deadly Weapon Event** occurs or is believed to have occurred contact the **Event Responder** via the 24-hour **Crisis Management Response Team** Telephone Number: **860-677-3790 - CrisisRisk Strategies LLC**

In the unlikely event that there is no response on the 24 hour **Crisis Management Response Team** telephone number contact either of the following additional representatives as soon as possible:

Preferred Governmental Claim Services

800-237-6617

Email: Liabilityclaims@pgcs-tpa.com

COVERAGE NOTICE

THIS THIRD PARTY LIABILITY **COVERAGE AGREEMENT** PROVIDES COVERAGE ON A **CLAIMS-MADE AND REPORTED** BASIS. THE COVERAGE PROVIDED BY THIS **COVERAGE AGREEMENT** IS LIMITED TO ONLY THOSE **CLAIMS** WHICH ARISE FROM A **DEADLY WEAPON EVENT** THAT OCCURS AFTER THE **RETROACTIVE DATE** STATED IN THE **DECLARATIONS** AND WHICH ARE FIRST MADE AGAINST THE **COVERED PARTY** AND REPORTED TO **PREFERRED** DURING THE **AGREEMENT PERIOD** AND IN NO EVENT LONGER THAN NINETY (90) DAYS AFTER THE EXPIRATION DATE IN ACCORDANCE WITH THE TERMS OF THIS **COVERAGE AGREEMENT**.

THIS **COVERAGE AGREEMENT** DOES NOT PROVIDE COVERAGE TO THE **ASSAILANT(S)** OF THE **DEADLY WEAPON EVENT.**

VARIOUS PROVISIONS IN THIS **COVERAGE AGREEMENT** RESTRICT COVERAGE. READ THE ENTIRE AGREEMENT CAREFULLY TO DETERMINE RIGHTS, DUTIES AND WHAT IS AND IS NOT COVERED.

NOTE: FAILURE TO REPORT A **CLAIM** AS SOON AS REASONABLY PRACTICABLE COULD JEOPARDIZE YOUR COVERAGE.

IMPORTANT NOTICE

If a word is in boldface, please read the definitions section.

This is a **Claims Made and Reported Coverage Agreement**.

Claims Expenses that are incurred in defending any **Claim** against the **Covered Party** will reduce, and may completely exhaust, the limit of liability available to pay **Damages**.

All coverage extension endorsements that provide sub-limits of liability are part of and not in addition to the Deadly Weapon Event Limit of Liability available as stated in PGIT MN-040.

SECTION I - COVERAGES

A. Indemnity

Preferred will pay on behalf of the **Covered Party**, up to the Deadly Weapon Event Limit of Liability stated in PGIT MN-040 inclusive of **Claims Expenses,** for any **Damages** and **Claims Expenses** which the **Covered Party** shall become legally liable to pay because of any **Claim** or **Claims** for **Bodily Injury**, first made against the **Covered Party** during the **Agreement Period** and reported to **Preferred** in writing no later than ninety (90) days after the expiration date of the **Agreement Period**, caused by a **Deadly Weapon Event** occurring at the **Locations** of the **Covered Party.** The Indemnity hereunder also includes, within the Deadly Weapon Event Limit of Liability stated in in PGIT MN-040 inclusive of **Claims Expenses**, amount(s) payable to the **Covered Party,** or to others on the **Covered Party's** behalf, with respect to additional coverage provided by any Extension endorsed to this **Coverage Agreement**.

A **Deadly Weapon Event** which occurs at one **Location** or multiple **Locations** of the **Covered Party** within a period of 24 consecutive hours and which do have or appear to have a **Related Purpose** or are coordinated by one or more **Assailant(s)** will be deemed to be one **Deadly Weapon Event.**

B. Defense and Settlement of Claims

1. **Preferred** shall have the right and duty to defend, subject to all the provisions, terms and conditions of this **Coverage Agreement**:

   a. any **Claim** against the **Covered Party** seeking **Damages** which are payable under the terms of this **Coverage Agreement**, even if any of the allegations of the **Claim** are groundless, false or fraudulent; or

   b. under Coverage A., any **Claim** in the form of a regulatory proceeding.

   Preferred will have no duty to defend the **Covered Party** for any **Claim(s)** made against the **Covered Party** for **Damages**, **Claims Expenses** or other payment to which this **Coverage Agreement** does not apply. **Preferred's** right and duty to defend ends when the Deadly Weapon Event Limit of Liability available as stated in PGIT MN-040 has been exhausted.

   Defense counsel shall be mutually agreed upon between **Preferred** and the **Covered Party**, but in the absence of such agreement, **Preferred's** decision shall be final.

2. With respect to any **Claim** against the **Covered Party** seeking **Damages** which are payable under the terms of this **Coverage Agreement**, **Preferred** will pay **Claims Expenses** incurred with their prior written consent. The Limit of Liability available to pay **Damages** shall be reduced and may be completely exhausted by payment of **Claims Expenses**.

3. If the **Covered Party** shall refuse to consent to any settlement or compromise recommended by **Preferred** and acceptable to the claimant and elects to contest the **Claim**, **Preferred's** liability for any **Damages**, penalties and **Claims Expenses** shall not exceed the amount for which the **Claim** could have been settled, plus the **Claims Expenses** incurred up to the time of such refusal or the applicable Limit of Liability, whichever is less, and **Preferred** shall have the right to withdraw from the further defense thereof by tendering control of said defense to the **Covered Party**. The portion of any proposed settlement or compromise that requires the **Covered Party** to cease, limit or refrain from actual or alleged infringing or otherwise injurious activity or is attributable to future royalties or other amounts that are not **Damages** shall not be considered in determining the amount for which a **Claim** could have been settled.

SECTION II - DEFINITIONS

For the purpose of this **Coverage Agreement**:

A. **Agreement Period** means the period of time between the inception date and the effective date of termination, expiration or cancellation of this **Coverage Agreement** as stated in the **Declarations.**

B. **Aggregate** means the total limit of indemnity for the period of the **Coverage Agreement**. The **Aggregate** amount shall be inclusive of any sub-limit(s) provisions and will be eroded by valid **Damages**, **Claims Expenses** associated with a **Claim(s)**, and any other amount(s) as may be payable under any Extension endorsed to this **Coverage Agreement**.

C. **Assailant(s)** means an individual or group of individuals actively engaged in, or assisting in, killing or attempting to kill or cause serious **Bodily Injury**, to a person or persons using a **Weapon**.

D. **Bodily Injury** means all physical injuries to a **Covered Person** for death, physical injury, sickness, disease or disability resulting from a **Deadly Weapon Event** however excluding the **Assailant(s)** of the **Deadly Weapon Event.**

E. **Business Services** means the rendering of services as performed by the **Covered Party** at the **Locations of the Covered Party.**

F. **Claim** means a written demand received by the **Covered Party** from a third party for **Damages** covered by this **Coverage Agreement**.

G. **Claims Expenses** means all reasonable and necessary fees, costs and expenses incurred with the written consent of **Preferred** resulting from the investigation, adjustment, appraisal, defense or appeal of a **Claim,** suit or proceeding relating to a **Claim** regardless of ultimate determination of liability**. Claims Expenses** do not include the salaries, expenses, overheads or other charges by the **Covered Party** for any time spent in cooperating in the defense, settlement and investigation of any **Claim.**

H. **Claims Made And Reported Coverage Agreement** means that, subject to the terms and conditions of this **Coverage Agreement**, the coverage provided by this **Coverage Agreement** only covers **Claims** first made against the **Covered Party** or a circumstance which could reasonably be expected to give rise to a **Claim** during the **Agreement Period** and reported to **Preferred** in writing as soon as reasonably possible and in no event longer than ninety (90) days after the expiration date of the **Agreement Period**.

I. **Counseling Services** means the utilization of psychiatrists, social workers and counselors by affected **Covered Persons** following a **Deadly Weapon Event,** except where provided under any workers' compensation, employers liability, unemployment compensation or disability laws, statutes or regulations.

J. **Covered Party** means the entity and its **Location(s)** where **Business Services** are rendered.

K. **Covered Person(s)** means any third party human being who is in or on a **Location(s)** unless specifically excluded by this **Coverage Agreement**.

L. **Crisis Management Services** means the services that will be available to the **Covered Party** directly and up to a maximum of ninety (90) days immediately after a **Deadly Weapon Event,** and on the first anniversary date of the **Deadly Weapon Event**; the available services are:

1. Retention of services

The **Covered Party** will have access to the **Crisis Management Response Team** in the event of a **Deadly Weapon Event.** To access this support on a 24-hour basis, the **Covered Party** will call the **Crisis Management Response Team.** The **Event Responder** will work with their **Crisis Management Response Team** to determine the reasonable and appropriate response and will advise the **Covered Party** accordingly.

2. Crisis Response

The **Event Responder** will deploy US-based resources to support the **Covered Party** in the event of a **Deadly Weapon Event.** These **Crisis Management Services** fall into the following three categories:

a. Investigation

The **Event Responder** will (if required) conduct an independent investigation into the **Deadly Weapon Event** for sole use by the **Covered Party** in determining the facts of the **Deadly Weapon Event,** informing crisis response plans and identifying any potential third party liability exposures as soon as possible.

b. Crisis Management Support

The **Event Responder** will provide advice and support to the **Covered Party** on the management of the situation and the applicable crisis communication strategies post the **Deadly Weapon Event.**

c. Temporary Security Measures

The **Event Responder** will (if required) arrange for armed or unarmed agents to provide temporary security enhancements as required by the response strategies.

M. **Crisis Management Response Team** means a team of qualified professionals formed by **Preferred** who respond to a qualifying event in order to provide assistance, guidance and resources to the **Covered Party** during or immediately following the event. The **Crisis Management Response Team** operates in accordance with plans and protocols developed by **Preferred.** Services may include, but are not limited to; public relations, media management, legal, crisis counseling to the **Covered Party**, site security, remediation and recovery, restoration and similar services.

N. **Damages** mean a monetary judgment, monetary award or monetary settlement made by a competent court with **Preferred's** written approval. Except, however, that **Damages** shall not include punitive or exemplary damages, sanctions or any additional damages resulting from the multiplication of compensatory damages.

O. **Deadly Weapon Event** means any event involving an **Assailant(s)** and the **Covered Party** where a **Weapon** has been used or brandished on any **Location(s)** of the **Covered Party**.

P. **Declarations** means the document showing the **Covered Party,** and the **Covered Party's** full coverage details. This **Coverage Agreement** is not effective unless a **Declarations** is issued and the premium payment clause has been adhered to.

Q. **Directors or Officers** means any partner, executive officer, administrator, member of the **Covered Party** which is a not-for-profit corporation, stockholder or member of the board of directors, trustees or governors of the **Covered Party.**

R. **Event Responder** means a US based risk management entity that operates in safety and security, emergency preparedness, disaster management and public safety consulting services.

S. **Euthanasia** means the practice of intentionally ending a life in order to relieve pain and suffering. This definition is in respect to **Voluntary Euthanasia and Non-Voluntary Euthanasia. Voluntary Euthanasia** is **Euthanasia** conducted with the consent of the person and **Non-Voluntary Euthanasia** is **Euthanasia** conducted where the consent of the person is unavailable.

T. **Extra Expense** means the additional costs (if any) incurred by the **Covered Party** during the **Period of Restoration** in order for the **Covered Party** to operate as **Normal. Extra Expense** includes the cost incurred in obtaining property (buildings, equipment, and other business personal property) for temporary use or occupation during the **Period of Restoration** necessarily required for the conduct of the **Covered Party's** business, however; the amount recoverable under this section will not exceed the amount that would have been expended by the **covered party** in renting, leasing or otherwise acquiring any such property of substantially similar size, capacity and quality as the property made unusable by the **Deadly Weapon Event.**

U. **Funeral Expenses** means the professional services that are provided and charged via a fixed fee in order to cover the full arrangement of a funeral(s). This includes:

- personal supervision of all the arrangements preceding, during and following the service, liaison with third parties, such as clergy, crematorium, cemetery and florists, use of the funeral home facilities, such as chapels and private rooms, preparing and attending to all essential documentation and provision of all necessary funeral staff to provide a dignified and personal service.
- Supplementary charges, which include bringing the deceased into the undertaker's care, presentation of the deceased, provision of a hearse and repatriation of mortal remains.
- The cost of the coffin or casket.
- Additional charges such as limousines, additional mileage and cremation casket.
- Disbursements and other out-of-pocket expenses which are reasonably and necessarily incurred by the **Covered Party**, or on the **Covered Party's** behalf, in connection with any of the foregoing.

V. **Immediate Family Members** means a person who is related to the **Covered Person(s)** in any of the following ways: Spouse, brother-in-law, sister-in-law, daughter–in-law, son-in-law, mother-in-law, father-in-law, parent (includes stepparent), brother or sister (includes stepbrother or stepsister), or child (includes legally adopted or stepchild). **Immediate Family Members** also includes a person who is a legal guardian of the **Covered Person(s)**.

W. **Joint Venture** means a co-venture, joint lease, joint operating agreement or partnership in which the **Covered Party** has a financial interest.

X. **Location(s)** of the **Covered Party** means all locations which are owned, leased or are part of a **Joint Venture** by the **Covered Party** which have been listed and provided to **Preferred** prior to binding coverage.

Y. **Mercy Killing(s)** means the deliberate act of ending the life of a person or persons who are suffering from an incurable illness or disease. This definition is in respect to Passive Mercy Killing(s) where a person(s) undertaking the act of killing the incurably ill person(s) is acting at the explicit request of the person(s) who wishes to die.

Z. **Normal** means the condition that would have existed but for the happening of a **Deadly Weapon Event**.

AA. **Period of Restoration** means a period of time not to exceed the lesser of:

Such length of time as would be required, with the exercise of due diligence and dispatch, to enable the **Covered Party** to resume business operations at the same or equivalent operational capability that existed immediately prior to a **Deadly Weapon Event**; or

365 days commencing with the date of such a **Deadly Weapon Event**, and not limited by the expiration of this coverage agreement and at all times in accordance with the conditions of this coverage agreement.

Such length of time described in **a** and **b** above shall include the time required with due diligence and dispatch to reinstate, rebuild, or replace the buildings, equipment and business personal property of the **covered party** at another site if required to do so by order of a competent municipal, civil or governmental authority and as a direct result of a **Deadly Weapon Event.**

BB. **Pollutant or Contaminant** includes but is not limited to any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence, or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment.

CC. **Property Damage** means physical loss of, physical damage to or physical destruction of tangible property including the resulting loss of use of such tangible property.

DD. **Related Purpose** means one **Deadly Weapon Event** or a series of **Deadly Weapon Events** where the **Assailant(s)** attempt to cause **Bodily Injury** for the same intended reason and/or for the same desired result.

EE. **Retroactive Date** means the date on or after which any **Claim** from a **Deadly Weapon Event** can be reported in order for the coverage under this **Coverage Agreement** to be triggered.

FF. **Road Vehicle** means a private or commercial land-based vehicle which is licensed for highway use, including automobiles, buses, trucks or motorcycles.

GG. **Suicide** means the act of intentionally killing or attempting to kill oneself.

HH. **Preferred** shall mean Preferred Governmental Insurance Trust, who is providing this **Coverage Agreement**.

II. **Coverage Agreement** shall mean, collectively, the **Declarations** PGIT MN-040, the Common Agreement Conditions PGIT MN-090, the **Application**, this **Coverage Agreement** Form and any endorsements.

JJ. **Application** shall mean all applications, including any attachments thereto, and all other information and materials submitted by or on behalf of the **Covered Party** to **Preferred** in connection with **Preferred** underwriting this **Coverage Agreement** or any policy of which this **Coverage Agreement** is a direct or indirect renewal or replacement. All such applications, attachments, information and materials are deemed attached to and incorporated in this **Coverage Agreement**.

KK. **Weapon** means:

1. any portable or handheld device, instrument or substance which is used by the **Assailant(s)** in a manner to deliberately cause death or **Bodily Injury**;

And/or

2. any **Road Vehicle** that is occupied and used by the **Assailant(s)** in a manner to deliberately cause death or **Bodily Injury.**

SECTION III - EXCLUSIONS

This **Coverage Agreement** does not cover **Damages**, **Claims Expenses** or any other cost or expense with respect to any **Claim** directly or indirectly arising from, caused by or due to:

A. Loss of market, loss of income, loss of use or any other consequential loss at the property physically lost or physically damaged by a **Deadly Weapon Event.**

B. Confiscation, nationalization, requisition or destruction of or damage to property by or under the order of any government or public or local authority.

C. Criminal, dishonest, fraudulent or malicious conduct by the **Covered Party.**

D. Any actual or alleged negligent act, error, omission, misstatement, misleading statement, neglect or breach of duty by the **Directors or Officers,** individually or collectively, in the discharge of their duties solely in their capacity as **Directors or Officers** of the **Covered Party.**

E. **Euthanasia.**

F. Any explosive devices unless used in conjunction with a **Deadly Weapon Event.**

G.

1. Any vehicle not defined as a **Road Vehicle**;

2. Any weapon mounted (or designed to be mounted) on a vehicle;

3. Any weapon, device or substance delivered by an airborne weapon delivery system including, but not limited to, fixed wing aircraft, helicopter or drone.

H. Injury or death to employees of the **Covered Party**, or to employees of any third party with whom the **Covered Party** has contracted for services including but not limited to temporary or borrowed employees, medical staff, administrative staff, law enforcement officers, security guards, concierges, valet staff, receptionists and door staff. However, this exclusion does not apply in respect of any coverage provided for **Crisis Management Services**, **Counseling Services**, and **Funeral Expenses** endorsed by Extension to this **Coverage Agreement**.

I. Any **Claim** or **Claims** made by, or on behalf of, any **Assailant(s)**.

J. the use or operation, as a means for inflicting harm, of any computer, computer system, computer software program, malicious code, computer virus or process or any other electronic system.

K.

1. ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;

2. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;

3. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;

4. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter;

5. any chemical, biological, bio-chemical, or electromagnetic weapon. This exclusion does not, however, apply to a substance when used in conjunction with a **Deadly Weapon Event**.

L. Loss, injury or damage arising out of any mental injury or mental anguish related claim where no actual **Bodily Injury** has occurred to the claimant.

M. Loss, injury or damage caused by or resulting from the **Covered Party's** recklessness or deliberate misconduct.

N. **Mercy Killing(s).**

O. Any **Covered Party** under this **Coverage Agreement** making a **Claim(s)** against any other **Covered Party** under this **Coverage Agreement**. However, this exclusion shall not apply to **Claim(s)** of an employee of the **Covered Party** while they are a recipient of **Business Services** being provided by the **Covered Party.**

P. Nuclear reaction, nuclear radiation or radioactive contamination, however such nuclear reaction, nuclear radiation or radioactive contamination may have been caused.

Q. Any **Pollutant or Contaminant,** however such **Pollutant or Contaminant** may have been introduced or arisen.

R. Loss or damage arising from goods or products designed, manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by the **Covered Party.**

S. **Property Damage** in respect of property:

1. owned, leased, rented or occupied by the **Covered Party.**

2. in the care, custody or control of the **Covered Party** or the care, custody or control of any person under contract with the **Covered Party.**

T. Punitive or exemplary damages, sanctions or any additional damages resulting from the multiplication of compensatory damages.

U. Strikes, labor unrest, riots or civil commotion.

V. **Suicide.**

W. War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection; civil commotion assuming the proportions of, or amounting to, an uprising; military or usurped power.

X. Any **Deadly Weapon Event** that occurs at a **Location(s)** which has been specifically leased or loaned by the **Named Covered Party** to any other entity or individual to host a permitted event planned and ticketed for more than 15,000 attendees over the duration of the event, except with the prior written agreement of the **Trust**. Upon notification of any such permitted event, the **Trust** may, at their discretion, charge an additional premium and/or impose additional conditions specifically for that event.

Nothing contained in the above exclusions shall extend this **Coverage Agreement** to cover any liability which would not have been covered had these exclusions not been incorporated herein.

SECTION IV – LIMIT OF LIABILITY

The Limit of Liability stated in the **Declarations** PGIT MN-040 is the total limit of **Preferred's** liability for all **Damages** and **Claims Expenses** arising out of the **Claims** first made against the **Covered Party** during the **Agreement Period** and reported to **Preferred** in writing no later than ninety (90) days after the expiration date of the **Agreement Period** regardless of the number of **Covered Parties** under this **Coverage Agreement**, **Claims** or Claimants.

SECTION V – CONDITIONS

Preferred will not be liable to pay any **Claim** under this **Coverage Agreement** unless the **Covered Party** complies with all the requirements in the following conditions.

Notice and Proof of Loss

The **Covered Party** shall as soon as reasonably practicable call the **Crisis Management Response Team** Telephone: **860-677-3790** and notify the **Event Responder** (as stated within the **Declarations).**

The **Covered Party,** shall also as soon as reasonably practicable, notify **Preferred** of every **Claim,** demand, notice, summons or other process received by the **Covered Party** or their representative and any act, error or omission by the **Covered Party** which could reasonably be expected to give rise to a **Claim,** including any threat of a **Deadly Weapon Event** that could possibly lead to a **Claim.**

The **Covered Party** must keep **Preferred** fully informed of any **Claim** and forward copies of all relevant correspondence and legal processes.

Any **Claim** or any circumstance which could reasonably be expected to give rise to a **Claim** shall be considered to be reported to **Preferred** when notice is first given to **Preferred.**

Assistance and Cooperation

The **Covered Party** shall cooperate with **Preferred** and it's agents in all investigations, including investigations regarding the application for and coverage under this **Coverage Agreement** and, upon **Preferred's** request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the **Covered Party** because of acts, errors or omissions in respect of loss insured under this **Coverage Agreement**.

The **Covered Party** shall attend hearings, trials and assist in securing and giving evidence and obtaining the attendance of witnesses where required by **Preferred.**

The **Covered Party** must not admit liability, make an offer or promise of any payment, assume any obligation, incur any expense, enter into any settlement, acquiesce or agree to any judgement or award or otherwise dispose of any **Claim** without the written agreement of **Preferred.**

If required by **Preferred,** the **Covered Party** must agree to an examination under oath by **Preferred's** appointed representative.

Due diligence

The **Covered Party** (or any of the **Covered Party's** agents, sub or co-contractors) must use due diligence and do (and concur in doing and permit to be done) everything reasonably practicable to avoid or diminish further injury or damage and to secure compensation for any such loss including action against other parties to enforce any rights and remedies or to obtain relief or indemnity.

New Locations

This **Coverage Agreement** covers loss as insured against by this **Coverage Agreement** at any **Location(s)** which are newly acquired or occupied by the **Covered Party** provided that any such newly acquired or occupied **Location** is notified to **Preferred** within ninety (90) days of the completion date of such acquisition or occupation. Coverage under this **Coverage Agreement** will automatically commence when the **Covered Party** first acquires or occupies such **Location(s)** and will cease after the ninety (90) days period has elapsed, unless otherwise notified to **Preferred** in accordance with the above provisions.

Other insurance

This **Coverage Agreement** will act as primary coverage to any other coverage or insurance carried by or available to the **Covered Party.** This **Coverage Agreement** will respond in the event the **Covered Party** is otherwise insured incidentally for any **Damages** and **Claims Expenses** which are indemnifiable under this **Coverage Agreement** (namely under a more general or combined insurance providing coverage, in addition, for other risks not indemnified under this **Coverage Agreement**).

Onus of proof

In any **Claim,** and in any action, suit or other proceeding to enforce a **Claim** for loss under this **Coverage Agreement** the burden of proving that such loss is not excluded from this **Coverage Agreement** or that the **Covered Party** is not in breach of any of its conditions will be upon the **Covered Party.**

Inspection

Preferred has the right, at its expense, to inspect at any reasonable time any **Location(s)** of the **Covered Party** and kept on file with **Preferred.**

By any such inspection **Preferred** assumes no responsibility for safety of the **Covered Party** property or at any **Location(s).**

Assignment

No assignment of or change of interest in this **Coverage Agreement** or in any amount payable under it will be binding on or recognized by **Preferred.**

Subrogation

Preferred shall have the right and be entitled to bring proceedings in the **Covered Party's** name to recover for **Preferred's** benefit the amount of any payment made under this **Coverage Agreement**, including its own costs and expenses. **Preferred** shall be entitled to exercise all rights and remedies of the **Covered Party**.

Arbitration

If any dispute, controversy or **Claim** arises out of or in connection with this **Coverage Agreement**, including any question regarding its existence, validity or termination (a - dispute), the parties shall use all reasonable endeavors to resolve the matter amicably. If one party gives the other party notice that a dispute has arisen and the parties do not resolve the dispute within thirty (30) days of service of the notice then the dispute shall be referred to the representatives of the parties who shall, acting jointly and in good faith, attempt to resolve the dispute. No party shall resort to arbitration against the other party under this **Coverage Agreement** until thirty (30) days after such referral. (b) All disputes, which are unresolved pursuant to (a) above and which a party wishes to have resolved, shall be submitted to the arbitration process set forth in this Section. The arbitration process shall consist of arbitration submitted to any arbitration facility to which the **Covered Party** and **Preferred** mutually agree, in which the arbitration panel shall consist of three (3) disinterested individuals. The arbitrators shall have knowledge of the legal, corporate management, or insurance issues relevant to the matters in dispute. In the event of arbitration, the decision of the arbitrators shall be final and binding and provided to both parties, and the award of the arbitrators shall not include attorneys' fees or other costs. Each party shall share equally the expenses of the arbitration process. The arbitration process must be commenced in the state indicated in the **Declarations** as the principal address of the **Covered Party**. The **Covered Party** shall act on behalf of each and every **Covered Party** in connection with any arbitration process under this Section.

Law and Jurisdiction

This **Coverage Agreement** is governed by the laws of the State of Florida and is subject to the provisions of the Arbitration clause.

Interpretation of Terms

To the extent that any court of competent jurisdiction should determine that any term or provision of this **Coverage Agreement** would be in conflict with the public policy, the said term or provision is to be interpreted and/or amended so as to conform to the said jurisdiction's public policy.

Action Against Preferred and Bankruptcy

A. Except as provided in the provision titled **Arbitration**, no action shall be brought against **Preferred**, unless, as a condition precedent thereto, the **Covered Parties** shall have fully complied with all the terms of this **Coverage Agreement**, and the amount of the **Covered Parties'** obligation to pay shall have been fully determined either by judgment against the **Covered Parties** after actual trial and appeal or by written agreement of the **Covered Parties**, the claimant and **Preferred**.

B. Bankruptcy or insolvency of the **Covered Parties** or of the **Covered Parties'** estates shall neither relieve nor increase any of the obligations of **Preferred** hereunder.

Authorization Clause

By the acceptance of this **Coverage Agreement**, the **Covered Party** agrees to act on behalf of all **Covered Parties** with respect to the giving of notice of **Claim**, the giving or receiving of notice of termination or non renewal, the payment of premiums, the receiving of any premiums that may become due under this **Coverage Agreement**, the agreement to and acceptance of endorsements, consenting to any settlement, and the giving or receiving of any other notice provided for in this **Coverage Agreement**, and all **Covered Parties** agree that the **Covered Party** shall act on their behalf.

Alteration, Assignment and Headings

A. Notice to any agent or knowledge possessed by any agent or by any other person shall not affect a waiver or a change in any part of this **Coverage Agreement** nor prevent **Preferred** from asserting any right under the terms of this **Coverage Agreement**.

B. No change in, modification of, or assignment of interest under this **Coverage Agreement** shall be effective except when made by a written endorsement to this **Coverage Agreement**, which is signed by an authorized representative of **Preferred**.

C. The titles and headings to the various parts, sections, subsections and endorsements of the **Coverage Agreement** are included solely for ease of reference and do not in any way limit, expand or otherwise affect the provisions of such parts, sections, subsections or endorsements.

Fraudulent Claim Clause

If the Named Covered Party shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this policy shall become void and all claims hereunder shall be forfeited.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEADLY WEAPON AND SECURITY VULNERABILITY POST-UNDERWRITING REVIEW AND DEADLY WEAPON SAFETY ACTION PLAN WEBINARS ENDORSEMENT

DEADLY WEAPON AND SECURITY VULNERABILITY POST-UNDERWRITING REVIEW:

Preferred hereby agrees to provide the **Covered Party** with access to a Deadly Weapon and Security Vulnerability Post-Underwriting Review, in remote form. The Review will be undertaken by the **Event Responder** (as stated within the **Declarations**) in order to analyze and evaluate the current security protocols of the **Covered Party** as well as highlighting any current exposures, threats and dangers to the **Covered Party** posed by a potential **Deadly Weapon Event.** The **Event Responder** will provide a risk analysis report which will contain, but not be limited to their quantitative findings, qualitative findings and general recommendations to the **Covered Party**. The date of the remote Deadly Weapon and Security Vulnerability Post-Underwriting Review will be arranged directly by the **Event Responder** with the **Covered Party**.

The **Event Responder** as stated within the **Declarations** is the sole provider of the Deadly Weapon and Security Vulnerability Post-Underwriting Review to the **Covered Party** under this **Coverage Agreement**.

DEADLY WEAPON SAFETY ACTION PLAN WEBINARS:

Preferred hereby agrees to provide the **Covered Party** with access to Deadly Weapon Safety Action Plan Webinars which are hosted by the **Event Responder** (as stated within the **Declarations**). The Webinars will include, but not be limited to, information on such topics as: general **Assailant** awareness, incident response, profile of an **Assailant,** how to respond to a **Deadly Weapon Event,** scenario training for an **Assailant** situation, creating an emergency action plan, and awareness of key behaviors that represent pre-incident indicators and characteristics of **Assailant(s)**.

The **Event Responder** as stated within the **Declarations** is the sole provider of the **Deadly Weapon** Safety Action Plan Webinars to the **Covered Party** under this **Coverage Agreement**.

If a word is in boldface, please read the definitions section of the **Coverage Agreement** to which this Endorsement is attached.

All other terms, conditions and exclusions of this **Coverage Agreement** remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CRISIS MANAGEMENT SERVICES ENDORSEMENT

Preferred agrees to pay for expense costs associated with the provision of **Crisis Management Services** which are reasonably and necessarily incurred by the **Covered Party** in connection with a **Deadly Weapon Event**.

The **Crisis Management Services** will be available to the **Covered Party** directly and up to a maximum of ninety (90) days immediately after a **Deadly Weapon Event,** and on the first anniversary date of the **Deadly Weapon Event** if so required.

The services available to the **Covered Party** under this Crisis Management Services Endorsement include, but are not limited to: emergency travel and accommodation for **Covered Person(s)** and their **Immediate Family Members**, child care for the **Immediate Family Members** of **Covered Person(s)**, brand rehabilitation, public relations, media management, legal, crisis counseling to the **Covered Party**, site security, remediation and recovery, restoration and similar services. At the sole and entire discretion of **Preferred** we will consider other expense costs not listed above which are directly incurred by the **Covered Party** up to a maximum amount of **$250,000** each and every **Deadly Weapon Event**.

Except with respect only to **Event Responder** Fees as defined in this form, any such expense costs are included within and not in addition to the Deadly Weapon Event Limit of Liability as stated in PGIT MN-040. **Event Responder Fees** will be in addition to the Deadly Weapon Event limit of liability as stated in the PGIT MN-040**.** For purposes of this endorsement, **Event Responder Fees** shall mean only the particular costs and expenses solely and directly incurred by the **Event Responder** in the performance of their Prevention Services and Crisis Response duties.

The **Event Responder** as stated within the **Declarations** is the sole provider of **Crisis Management Services** to the **Covered Party** under this **Coverage Agreement**.

This Endorsement insures **Crisis Management Services** incurred in connection with a **Deadly Weapon Event** that occurs during the **Agreement Period**. This Endorsement does not insure any **Deadly Weapon Event** that first takes place prior to the inception date of this coverage, nor any **Deadly Weapon Event** that first takes place after the expiration date (or if cancelled, the cancellation date) of this coverage. The Important Notice: “This is a **Claims Made and Reported Coverage Agreement**” stipulated in the Deadly Weapon Protection Coverage Form to which this Endorsement is attached does not apply to the Crisis Management Services Endorsement**.** Similarly, any other terms in the Deadly Weapon Protection Coverage Form that make reference to **Claims-Made and Reported** basis and **Retroactive Date** do not apply to this Endorsement.

All other terms, conditions and exclusions of this **Coverage Agreement** remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CIRCUMSTANCE EXTENSION ENDORSEMENT

Preferred hereby agrees to pay for **Event Responder Fees** associated with the provision of Prevention Services and Crisis Response by the **Event Responder** following any specific **Circumstance**. The **Event Responder** as stated within the **Declarations** is the sole provider of Prevention Services and Crisis Response to the **Named Insured** under this policy.

For the purpose of this Endorsement:
Circumstance shall mean a situation, action, event, behavior, or information received which indicates that a **Deadly Weapon Event** is reasonably likely to occur.

Event Responder Fees shall mean only the particular costs and expenses solely and directly incurred by the **Event Responder** in the performance of their Prevention Services and Crisis Response duties as invoiced to the **Underwriters**.

Event Responder Fees incurred under this Endorsement will be in addition to the Deadly Weapon Event limit of liability as stated within the PGIT MN-040.

This Endorsement provides for **Event Responder Fees** incurred in connection with a **Deadly Weapon Event** that occurs during the **Period of Insurance**. This Endorsement does not insure any **Deadly Weapon Event** that first takes place prior to the inception date of this insurance, nor any **Deadly Weapon Event** that first takes place after the expiration date (or if cancelled, the cancellation date) of this insurance.

The Important Notice: “This is a **Claims Made and Reported Policy**” stipulated in the Deadly Weapon Protection Policy to which this Endorsement is attached does not apply to this Crisis Management Services Endorsement**.** Similarly, any other terms in the Deadly Weapon Protection Policy that make reference to **Claims-Made and Reported** basis and **Retroactive Date** do not apply to this Endorsement.

If a word is in boldface, please read the definitions section of the policy to which this Endorsement is attached.
All other terms, conditions and exclusions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROPERTY DAMAGE EXTENSION ENDORSEMENT

INSURING CLAUSE

In consideration of the premium paid, the Deadly Weapon Protection Coverage Form to which this Endorsement is attached is amended to additionally insure the **Covered Party** against physical loss or physical damage to **Covered Property** caused by a **Deadly Weapon Event**, as defined by the Deadly Weapon Protection Coverage Form, occurring at the **Location(s)** of the **Covered Party**. In the event that fire or sprinkler leakage ensues from a **Deadly Weapon Event**, then this Endorsement will also insure physical loss or physical damage to **Covered Property** caused by that ensuing fire or sprinkler leakage.

This Property Damage Extension Endorsement is subject to the terms and conditions (other than exclusions), and definitions stipulated in the Deadly Weapon Protection Coverage Form to which it is attached and, in addition, to the terms, conditions, exclusions and definitions stipulated in this Endorsement. In the event that a term, condition, or definition stipulated in this Endorsement conflicts with any term, condition, or definition contained in the Deadly Weapon Protection Coverage Form, then such term, condition, or definition in this Property Damage Extension Endorsement shall prevail.

This Endorsement insures physical loss or physical damage caused by a **Deadly Weapon Event** that occurs during the **Agreement Period**. This Endorsement does not insure any **Deadly Weapon Event** that first takes place prior to the inception date of this coverage, nor any **Deadly Weapon Event** that first takes place after the expiration date (or if cancelled, the cancellation date) of this coverage. The Important Notice: "This is a **Claims Made and Reported Coverage Agreement**" stipulated in the Deadly Weapon Protection Coverage Form to which this Endorsement is attached does not apply to this Property Damage Extension Endorsement**.** Similarly, any other terms in the Deadly Weapon Protection Coverage Form that make reference to **Claims-Made and Reported** basis and **Retroactive Date** do not apply to this Endorsement.

If a word is in boldface, please read the definitions section of the policy to which this Endorsement is attached.

COVERAGE

In the event of a **Deadly Weapon Event** that occurs during the **Agreement Period**, and in conjunction with the recommendations of the **Crisis Management Response Team**, **Preferred** shall be liable for:

1. The cost to repair, replace or reinstate, with new materials of like kind and quality, any physical loss or physical damage to the **Covered Property,** caused by such **Deadly Weapon Event**. Until replacement has been completed the amount of liability under this Endorsement shall be limited to the **Actual Cash Value** at the time of such **Deadly Weapon Event**.

2. The costs incurred by the **Covered Party** to put up temporary plates or board up openings if repair or replacement of damaged **Glass** is delayed;

3. The costs incurred by the **Covered Party** in the removal from the **Location(s)** of debris of the **Covered Property** damaged as a result of a **Deadly Weapon Event,** and in the clean-up of the **Location(s),** including biological cleaning and sanitizing, in consequence of a **Deadly Weapon Event**;

4. The costs incurred by the **Covered Party** in re-filling, recharging or replacing any fire extinguishers, local or fixed fire suppression or gas flooding systems, sprinkler installations and sprinkler heads, and in having any fire or intruder alarms, or closed circuit television equipment re-set, made necessary as a result of a **Deadly Weapon Event**;

5. The costs incurred by the **Covered Party** in replacing locks to external doors if security at the **Location(s)** is compromised in consequence of a **Deadly Weapon Event**.

LIMIT OF LIABILITY

Preferred shall not be liable for more than the Property Damage Extension sublimit shown on PGIT MN-040 for each and every **Deadly Weapon Event.** The limit of liability of this Endorsement is part of and not in addition to the Deadly Weapon Event Limit of Liability as stated in PGIT MN-040.

EXCLUDED PROPERTY

This Property Damage Extension Endorsement does not insure physical loss or physical damage to:

a) Land or land values;

b) Aircraft, watercraft or any vehicle that is licensed for highway use;

c) Animals;

d) Money, currency, checks, coins, stamps, securities, valuable papers, evidences of debt, precious stones, precious metals (unless forming an integral part of **Covered Property**), jewelry, furs, **Fine Arts and Antiques**;

e) **Electronic Data**;

f) Any property in transit not at the **Location(s)**.

CONDITIONS

1. **Deadly Weapon Event -**No claim shall be payable under this Endorsement unless a **Deadly Weapon Event**, insured under the Deadly Weapon Protection Coverage Form to which this Endorsement is attached, has occurred.

2. Other Insurance -This Endorsement will act as primary coverage to any other coverage or insurance carried by or available to the **Covered Party**.

3. Subrogation - In the event of any payment under this Endorsement, **Preferred** shall be subrogated to the extent of such payment to all the **Covered Party's** right of recovery therefor. The **Covered Party** shall execute all papers required, shall cooperate with **Preferred** and, upon **Preferred's** request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, attaining the attendance of witnesses and in the conduct of suits and shall do anything that may be necessary to secure such right. **Preferred** will act in concert with all other interests concerned (including the **Covered Party**) in the exercise of such rights of recovery.

4. Abandonment- There shall be no abandonment to **Preferred** of any property.

5. Inspection and Audit- **Preferred** or its agents shall be permitted but not obligated to inspect the **Covered Party's** property at any time.

EXCLUSIONS

This Property Damage Extension Endorsement does not insure against:

a. nuclear reaction, nuclear radiation or radioactive contamination, however such nuclear reaction, nuclear radiation or radioactive contamination may have been caused;

b. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection; civil commotion assuming the proportions of, or amounting to, an uprising; military or usurped power;

c. the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event, whether or not insured by this Endorsement, contributing concurrently or in any other sequence to the physical loss or physical damage. This exclusion does not, however, apply to a substance when used in conjunction with a **Deadly Weapon Event**;

d. loss caused by the enforcement of any ordinance or law regulating the use, reconstruction, repair or demolition of any property at the **Location(s)**;

e. fines, penalties, or **Damages** incurred by, or imposed upon, the **Covered Party** at the order of any Government Agency, Court or other Authority, whether arising from or in connection with a **Deadly Weapon Event** or otherwise.

f. loss of market, loss of income, loss of use or any other consequential loss at the property physically lost or physically damaged by an **Deadly Weapon Event**;

g. confiscation, nationalization, requisition or destruction of or damage to property by or under the order of any government or public or local authority;

h. criminal, dishonest, fraudulent or malicious conduct by the **Covered Party**;

i. any explosive devices unless used in conjunction with a **Deadly Weapon Event**;

j.
- **a.** Any vehicle not defined as a **Road Vehicle**
- **b.** Any weapon mounted (or designed to be mounted) on a vehicle;
- **c.** Any weapon, device or substance delivered by an airborne weapon delivery system including, but not limited to, fixed wing aircraft, helicopter or drone;

k. the use or operation, as a means for inflicting harm, of any computer, computer system, computer software program, malicious code, computer virus or process or any other electronic system;

l. any **Pollutant or Contaminant,** however such **Pollutant or Contaminant** may have been introduced or arisen. This exclusion does not, however, apply to physical loss or physical damage to **Insured Property** caused by a substance when used in conjunction with a **Deadly Weapon Event**, or to any biological cleaning or sanitizing in consequence of a **Deadly Weapon Event**, but in no event will this Property Damage Extension Endorsement insure against any cost or expense of decontamination or removal from water, soil, or air of any **Pollutant** or **Contaminant**;

m. strikes, labor unrest, riots or civil commotion.

DEFINITIONS

1. **Actual Cash Value** means the cost to repair, replace or reinstate the **Covered Property** with proper deduction to reflect any depreciation, deterioration and obsolescence of the **Covered Property**.

2. **Damages** mean a monetary judgement, monetary award or monetary settlement made by a Court. For the purpose of this coverage, **Damages** include punitive or exemplary **Damages**, sanctions or any additional **Damages** resulting from multiplication of compensatory **Damages**.

3. **Electronic Data** means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs and software and other coded instructions for the processing and manipulation of **Electronic Data** or the direction and manipulation of electronic data processing equipment.

4. **Fine Arts and Antiques** mean any articles of recognized artistic or collectible nature of whatsoever description including, but not limited to, tapestries, rugs, furniture, paintings, photographs, etchings, manuscripts, sculptures, statuary, porcelains, rare or art glass, objets d'art, contemporary art, clocks, articles of historical value or forming part of a collection.

5. **Glass** means plain plate **Glass**, plain sheet **Glass**, laminated **Glass**, and polycarbonate sheeting fixed into, or forming part of, any window, door, transom, fanlight, skylight, roof light, greenhouse or conservatory;

6. **Covered Property** means:

   1) Buildings, structures or detached outbuildings situated at the **Location(s)**, including:
   - **a.** Completed additions;
   - **b.** Permanently installed machinery, equipment, and heating boilers;

c. Permanently installed appliances used for refrigeration, ventilation, cooking, dishwashing or laundering;
d. Floor coverings;
e. **Glass**, wall mirrors, and **Sanitary Ware**.

2) Business personal property owned by the **Covered Party,** which is of a type not excluded, whilst situated at the **Location(s)** of the **Covered Party**, including:
a. Furniture and fixtures;
b. Machinery and equipment not included in 1).b. above, electronic data processing equipment and computers; electronic data processing media;
c. Appliances used for refrigeration, ventilation, cooking, dishwashing or laundering not included in 1).c. above;
d. **Stock** and tools of the trade.

3) Personal property of others which is in the care, custody and control of the **Covered Party** and personal property of others which the **Covered Party** is responsible to insure, which is of a type not excluded, whilst situated at the **Location(s)** of the **Covered Party**.

4) At the option of the **Covered Party**, personal property of **Covered Person(s)**, which is of a type not excluded, whilst situated at the **Location(s)** of the **Covered Party**.

7. **Sanitary Ware** means baths, sinks, lavatory bowls and cisterns, washbasins and pedestals.

8. **Stock** means merchandise held for storage or for sale, raw materials, and in-process or finished goods, including supplies used in their packing or shipping.

All other terms, conditions and exclusions of this **Coverage Agreement** remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COUNSELING SERVICES ENDORSEMENT

Preferred agrees to provide the **Covered Party** with a sub-limit for **Counseling Services** shown in the Declarations of PGIT MN-040 for each and every **Deadly Weapon Event,** to **Covered Person(s)** and to their **Immediate Family Members** in connection with a **Deadly Weapon Event**, provided that the insurance afforded by **Preferred** in respect of such **Counseling Services** is not otherwise prohibited by any law or statute of any applicable jurisdiction**.**

This Endorsement additionally includes expense costs associated with the provision of such **Counseling Services** to employees of the **Covered Party**, or to employees of any third party with whom the **Covered Party** has contracted for services, and to their respective **Immediate Family Members**. It is understood and agreed that Exclusion H of the Deadly Weapon Protection Coverage Form will not apply to this Counseling Services Endorsement, but only to the extent that such expense costs are not otherwise recoverable from any workers' compensation, employer's liability or any other similar insurance held by the **Covered Party** or such contracted third party. It is further understood and agreed that Exclusion L of the Deadly Weapon Protection Coverage Form will not apply to this Counseling Services Endorsement.

This sub-limit of expense costs is inclusive of all medical consultant fees and all associated expenses. Furthermore this sub-limit of liability is part of and not in addition to the Deadly Weapon Event Limit of Liability as stated within PGIT MN-040**.**

The **Event Responder** as stated within the **Declarations** is the sole provider of **Counseling Services** to the **Covered Party** under this policy. The **Event Responder** will arrange the respective **Counseling Services** in conjunction with the **Covered Party.**

This Endorsement insures **Counseling Services** incurred in connection with a **Deadly Weapon Event** that occurs during the **Agreement Period**. This Endorsement does not insure any **Deadly Weapon Event** that first takes place prior to the inception date of this coverage, nor any **Deadly Weapon Event** that first takes place after the expiration date (or if cancelled, the cancellation date) of this coverage. The Important Notice: "This is a **Claims Made and Reported Coverage Agreement**" stipulated in the Deadly Weapon Protection Coverage Form to which this Endorsement is attached does not apply to this Counseling Services Endorsement**.** Similarly, any other terms in the Deadly Weapon Protection Coverage Form that make reference to **Claims-Made and Reported** basis and **Retroactive Date** do not apply to this Endorsement.

All other terms, conditions and exclusions of this **Coverage Agreement** remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNERAL EXPENSES ENDORSEMENT

Preferred at no additional premium hereby agrees to provide the **Covered Party** with a sub-limit for Funeral Expenses as listed in PGIT MN-040 for each and every **Deadly Weapon Event** for expense costs in connection with a **Deadly Weapon Event**. Such expense costs are additionally sub-limited to an amount of $15,000 for each deceased person.

This Endorsement additionally includes expense costs associated with the provision of such **Funeral Expenses** of employees of the **Covered Party**, or of employees of any third party with whom the **Covered Party** has contracted for services, and it is understood and agreed that Exclusion H of the Deadly Weapon Protection Coverage Form will not apply to this Funeral Expenses Endorsement, but only to the extent that such expense costs are not otherwise recoverable from any workers' compensation, employer's liability or any other similar insurance held by the **Covered Party** or such contracted third party.

This sub-limit of expense costs is inclusive of all direct associated expenses with respect to the related funeral(s). Furthermore, this sub-limit of liability is part of and not in addition to the Deadly Weapon Event Limit of Liability as stated PGIT MN-040.

The Event Responder as stated within the **Declarations** will arrange the respective funeral provisions in conjunction with the **Covered Party.**

This Endorsement insures **Funeral Expenses** incurred in connection with a **Deadly Weapon Event** that occurs during the **Agreement Period**. This Endorsement does not insure any **Deadly Weapon Event** that first takes place prior to the inception date of this coverage, nor any **Deadly Weapon Event** that first takes place after the expiration date (or if cancelled, the cancellation date) of this coverage. The Important Notice: "This is a **Claims Made and Reported Coverage Agreement**" stipulated in the **Deadly Weapon** Protection Coverage Form to which this Endorsement is attached does not apply to this Funeral Expenses Endorsement**.** Similarly, any other terms in the **Deadly Weapon** Protection Coverage Form that make reference to **Claims-Made and Reported** basis and **Retroactive Date** do not apply to this Endorsement.

All other terms, conditions and exclusions of this **Coverage Agreement** remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS INTERRUPTION EXTENSION ENDORSEMENT

In consideration of the premium paid, the Deadly Weapon Protection Policy to which this Endorsement is attached is amended to additionally insure the **Covered Party** for loss resulting from necessary Interruption of Business caused by a **Deadly Weapon Event**, as defined by the Deadly Weapon Protection Coverage Form, occurring at the **Location(s)** of the **Covered Party**.

This Business Interruption Extension Endorsement is subject to the terms and conditions (other than exclusions), and definitions stipulated in the Deadly Weapon Protection Coverage Form to which it is attached and, in addition, to the terms, conditions, exclusions and definitions stipulated in this Endorsement. In the event that a term, condition, or definition stipulated in this Endorsement conflicts with any term, condition, or definition contained in the Deadly Weapon Protection Coverage Form, then such term, condition, or definition in this Business Interruption Extension Endorsement shall prevail.

This Endorsement insures a **Deadly Weapon Event** that occurs during the **Agreement Period**. This Endorsement does not insure any **Deadly Weapon Event** that first takes place prior to the inception date of this coverage, nor any **Deadly Weapon Event** that first takes place after the expiration date (or if cancelled, the cancellation date) of this coverage. The Important Notice: “This is a **Claims Made and Reported Coverage Agreement**” stipulated in the Deadly Weapon Protection Coverage Form to which this Extension is attached does not apply to this Business Interruption Extension Endorsement. Similarly, any other terms in the Deadly Weapon Protection Coverage Form that make reference to **Claims-Made and Reported** basis and **Retroactive Date** do not apply to this Endorsement.

If a word is in boldface, please read the definitions clause of this Business Interruption Extension Endorsement and the definitions section of the Deadly Weapon Protection Coverage Form to which this Endorsement is attached.

COVERAGE

In the event of a **Deadly Weapon Event** that occurs during the **Agreement Period**, **Preferred** shall be liable for the actual loss sustained by the **Covered Party** resulting directly from such necessary Interruption of Business, but not exceeding the reduction in **Gross Earnings** during the **Period of Indemnity**.

Due consideration shall be given to the continuation of **Normal** charges and expenses, including payroll expenses, to the extent necessary to resume operations of the **Named Insured** at the same or equivalent operational capability that existed immediately prior to a **Deadly Weapon Event**.

LIMIT OF LIABILITY

Preferred shall not be liable under this Endorsement for more than the Deadly Weapon Limit of Liability as stated in PGIT MN-040 in respect of each and every **Deadly Weapon Event**.

EXCLUSIONS

This Business Interruption Extension does not insure against:

a. nuclear reaction, nuclear radiation or radioactive contamination, however such nuclear reaction, nuclear radiation or radioactive contamination may have been caused;

b. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection; civil commotion assuming the proportions of, or amounting to, an uprising; military or usurped power;

c. the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event, whether or not insured by this Endorsement, contributing concurrently or in any other sequence to the Interruption of Business. This exclusion does not, however, apply to a substance when used in conjunction with a **Deadly Weapon Event**;

d. physical loss of, physical damage to, or physical destruction of, any buildings, equipment or business personal property owned by the **Covered Party**, or any such property owned by others in the **Covered**

Party's care, custody or control, whether or not resulting from or in connection with a **Deadly Weapon Event**;

e. increase in loss caused by the suspension, lapse, or cancellation of any lease, license, contract, or order, unless such loss results directly from the covered Interruption of Business, and then **Preferred** shall be liable for only such loss as affects the **Covered Party's** earnings during, and limited to, the **Period of Indemnity** covered under this **Coverage Agreement**;

f. increase in loss caused by the enforcement of any ordinance or law regulating the use, reconstruction, repair or demolition of any property at the **Location(s)**, except to the extent specifically covered by this Endorsement and provided that such loss results directly from the covered Interruption of Business;

g. fines, penalties, or **Damages** incurred by, or imposed upon, the **Covered Party** at the order of any Government Agency, Court or other Authority, whether arising from or in connection with a **Deadly Weapon Event** or otherwise.

h. confiscation, nationalization, requisition or destruction of or damage to property by or under the order of any government or public or local authority;

i. criminal, dishonest, fraudulent or malicious conduct by the **Covered Party**;

j. any explosive devices unless used in conjunction with a **Deadly Weapon Event**;

k. **a.** Any vehicle not defined as a **Road Vehicle**
b. Any weapon mounted (or designed to be mounted) on a vehicle;
c. Any weapon, device or substance delivered by an airborne weapon delivery system including, but not limited to, fixed wing aircraft, helicopter or drone;

l. the use or operation, as a means for inflicting harm, of any computer, computer system, computer software program, malicious code, computer virus or process or any other electronic system;

m. any **Pollutant or Contaminant,** however such **Pollutant or Contaminant** may have been introduced or arisen;

n. strikes, labor unrest, riots or civil commotion.

LIMITATIONS

Preferred shall not be liable for more than the smaller of either:

a) any specific Business Interruption Sum Insured stated in the **Declarations**, or

b) the Sum Insured stated in the **Declarations**, where such includes Business Interruption, if such is a combined limit, in respect of such loss, regardless of the number of **Location(s)** suffering an interruption of business as a result of any **Deadly Weapon Event** at such **Location(s)**.

DEFINITIONS

1. **Damages** mean a monetary judgement, monetary award or monetary settlement made by a Court. For the purpose of this insurance, **Damages** include punitive or exemplary **Damages**, sanctions or any additional **Damages** resulting from multiplication of compensatory **Damages**.

2. **Gross Earnings** mean:

a. the total earnings derived from the operations of the **Covered Party's** business which the **Covered Party** would have earned during the **Period of Indemnity**, had there not have been a **Deadly Weapon Event**.

b. the reasonable and necessary costs and expenses that the **Covered Party** incurs in using any property or service owned or controlled by the **Covered Party**, or obtainable from any other sources, all whether at the **Location(s)** of the **Covered Party** or at any other location, during the **Period of Indemnity** covered under this **Coverage Agreement**, due to a **Deadly Weapon Event** occurring during the **Agreement Period**.

c. increase in **Gross Earnings** loss described in a. and b. above which arises from increased time to rebuild, repair or reinstate the property at the **Location(s)** of the **Covered Party** due to the operation of the minimum requirements of any laws, statutes, or ordinances regulating public safety, security, emergency preparedness, or disaster management which are imposed upon the Insured by order of any competent municipal, civil or governmental authority in connection with a **Deadly Weapon Event** occurring during the **Agreement Period**.

Less any charges and expenses which do not necessarily continue during the period of Interruption of Business.
In determining the amount of **Gross Earnings**, costs and expenses insured hereunder, for the purpose ascertaining the amount of actual loss sustained by the **Covered Party**, due consideration shall be given to the experience of the **Covered Party's** business prior to the date of a **Deadly Weapon Event** and the probable experience thereafter had no **Deadly Weapon Event** occurred.

No other costs shall be deducted in determining **Gross Earnings**.

3. **Normal** means the condition that would have existed but for the happening of a **Deadly Weapon Event**.

4. **Period of Indemnity** means a period of time not to exceed the lesser of:

a. such length of time as would be required, with the exercise of due diligence and dispatch, to enable the **Covered Party** to resume business operations at the same or equivalent operational capability that existed immediately prior to a **Deadly Weapon Event ,** or

b. *365* days commencing with the date of such a **Deadly Weapon Event**, and not limited by the expiration of this insurance.

Such length of time described in (a) and (b) above shall include the time required with due diligence and dispatch to reinstate, rebuild, or replace the buildings, equipment and business personal property of the **Covered Party** at another site if required to do so by order of a competent municipal, civil or governmental authority and as a direct result of a **Deadly Weapon Event**.

EXTENSION

This Business Interruption Extension Endorsement is extended to include any such loss as covered by this Endorsement which is sustained by the **Covered Party** as a direct result of the necessary interruption of the **Covered Party's** business due to prevention of access to any **Location(s)** of the **Covered Party** by order of a civil or military authority, provided that such order is a sole and direct result of a **Deadly Weapon Event** occurring at such **Location(s)** and for a period of time not exceeding thirty (30) consecutive days from the date of such **Deadly Weapon Event**.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEMOLITION, CLEARANCE AND MEMORIALIZATION EXTENSION ENDORSEMENT

In consideration of the premium paid, and subject to the terms, conditions, exclusions and definitions of the Deadly Weapon Protection Coverage Form to which this Endorsement is attached and, in addition, to the terms, conditions, and exclusions stipulated in this Endorsement, this **Coverage Agreement** is extended to cover the reasonable and necessary costs, as described below, incurred by the **Covered Party** as a direct result of a **Deadly Weapon Event**, as defined by the Deadly Weapon Protection Coverage Form:

1) The costs incurred to demolish any portions of the building, structure, or detached outbuilding at the **Location(s)** of the **Covered Party** which has been the location of a **Deadly Weapon Event** covered under the Deadly Weapon Protection Coverage Form to which this Endorsement is attached, whether or not such building, structure or detached outbuilding has sustained physical loss or physical damage caused by the **Deadly Weapon Event**;

2) The costs incurred in the removal from the **Location(s)** of debris of such demolished building, structure or detached outbuilding, in the clearance of the site, and in the making good of the site as appropriate to the environment of the **Location(s)**.

3) The costs incurred to commission, acquire and install suitable memorial plaques, benches or similar articles in dedication to the victim(s) of the **Deadly Weapon Event**.

This Endorsement covers a **Deadly Weapon Event** that occurs during the **Agreement Period**. This Endorsement does not cover any **Deadly Weapon Event** that first takes place prior to the inception date of this coverage, nor any **Deadly Weapon Event** that first takes place after the expiration date (or if cancelled, the cancellation date) of this coverage. The Important Notice: “This is a **Claims Made and Reported Coverage Agreement**” stipulated in the Deadly Weapon Protection Coverage Form to which this Extension is attached does not apply to this Demolition, Clearance, and Memorialization Costs Extension Endorsement. Similarly, any other terms in the Deadly Weapon Protection Coverage Form that make reference to **Claims-Made and Reported** basis and **Retroactive Date** do not apply to this Endorsement.

If a word is in boldface, please read the definitions clause of this Demolition, Clearance, and Memorialization Costs Extension Endorsement and the definitions section of the Deadly Weapon Protection Coverage Form to which this Endorsement is attached.

LIMIT OF LIABILITY

Preferred’s maximum liability for loss under this Endorsement shall not exceed the smallest of the following amounts:

a) USD 250,000 in respect of each and every **Deadly Weapon Event** and not for more than USD 1,000,000 in the **Aggregate** during the **Agreement Period**. The limit of liability of this Extension is part of and not in addition to the Deadly Weapon Event Limit of Liability available as stated in PGIT MN-040.

b) The amount(s) actually incurred by the **Covered Party** in accordance with the coverage provided by this Demolition, Clearance, and Memorialization Costs Extension Endorsement.

EXCLUSION

This Demolition, Clearance, and Memorialization Costs Extension Endorsement does not insure loss which is otherwise covered by the Property Damage Extension Endorsement which is attached to and forms part of the Deadly Weapon Protection Coverage Form.

All other terms, conditions and exclusions of this **Coverage Agreement** remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXTRA EXPENSE EXTENSION ENDORSEMENT

In consideration of the premium paid, and subject to the terms, conditions, exclusions and definitions of the Deadly Weapon Protection Coverage Form to which this Endorsement is attached and, in addition, to the terms, conditions, and exclusions stipulated in this Endorsement, this **Coverage Agreement** is extended to cover the reasonable and necessary **Extra Expense**, incurred by the **Covered Party** in order to continue as nearly as practicable the **Normal** conduct of the **Covered** Party's business following and as a direct result of a **Deadly Weapon Event**, as defined by the Deadly Weapon Protection Coverage Form.

In the event that a term, condition, or definition stipulated in this Endorsement conflicts with any term, condition, or definition contained in the Deadly Weapon Protection Policy, then such term, condition, or definition in this **Extra Expense** Extension Endorsement shall prevail.

This Endorsement covers a **Deadly Weapon Event** that occurs during the **Period of Insurance**. This Endorsement does not cover any **Deadly Weapon Event** that first takes place prior to the inception date of this insurance, nor any **Deadly Weapon Event** that first takes place after the expiration date (or if cancelled, the cancellation date) of this insurance. The Important Notice: "This is a **Claims Made and Reported Policy**" stipulated in the Deadly Weapon Protection Policy to which this Endorsement is attached does not apply to this **Extra Expense** Extension Endorsement**.** Similarly, any other terms in the Deadly Weapon Protection Policy that make reference to **Claims-Made and Reported** basis and **Retroactive Date** do not apply to this Endorsement.

If a word is in boldface, please read the definitions clause of this Endorsement and the definitions section of the Policy to which this Endorsement is attached.

LIMIT OF LIABILITY

Preferred's maximum liability for loss under this Endorsement is USD 250,000 in respect of each and every **Deadly Weapon Event** and not for more than USD 1,000,000 in the **Aggregate** during the **Period of Insurance**. The limit of liability of this Extension is part of and not in addition to the Deadly Weapon Event Limit of Liability available as stated in PGIT MN-040.

CONDITIONS

1. **Deadly Weapon Event**
No claim shall be payable under this Endorsement unless a **Deadly Weapon Event**, insured under the Deadly Weapon Protection Policy to which this Endorsement is attached, and which gave rise to **Extra Expense**, has occurred.

2. Salvage
At the end of the **Period of Restoration**, any salvage value remaining in property obtained for temporary use shall be taken into consideration in the determination of the amount of **Extra Expense** insured by this Endorsement.

3. Other Insurance
This Policy will act as primary insurance to any other insurance carried by or available to the **Named Insured**.

4. Resumption of Operations

The **Named Insured** must take all reasonable steps to resume business operations at the same or equivalent operational capability that existed prior to the **Deadly Weapon Event** causing **Extra Expense** to be incurred.

EXCLUSIONS

This **Extra Expense** Endorsement does not insure against:

a. nuclear reaction, nuclear radiation or radioactive contamination, however such nuclear reaction, nuclear radiation or radioactive contamination may have been caused;

b. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection; civil commotion assuming the proportions of, or amounting to, an uprising; military or usurped power;

c. the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event, whether or not insured by this Endorsement, contributing concurrently or in any other sequence to the **Deadly Weapon Event**;

d. physical loss of, physical damage to, or physical destruction of, any buildings, equipment or business personal property owned by the **Named Insured**, or any such property owned by others in the **Named Insured's** care, custody or control, whether or not resulting from or in connection with a **Deadly Weapon Event**;

e. increase in **Extra Expense** caused by the suspension, lapse, or cancellation of any lease, license, contract, or order;

f. increase in **Extra Expense** caused by the enforcement of any ordinance or law regulating the use, reconstruction, repair or demolition of any property at the **Location(s)**;fines, penalties, or **Damages** incurred by, or imposed upon, the **Named Insured** at the order of any Government Agency, Court or other Authority, whether arising from or in connection with a **Deadly Weapon Event** or otherwise.

g. confiscation, nationalization, requisition or destruction of or damage to property by or under the order of any government or public or local authority;

h. criminal, dishonest, fraudulent or malicious conduct by the **Named Insured**;

i. any explosive devices unless used in conjunction with a **Deadly Weapon Event**;

j. **(i)** Any vehicle not defined as a **Road Vehicle**;

(ii) Any weapon mounted (or designed to be mounted) on a vehicle;

(iii) Any weapon, device or substance delivered by an airborne weapon delivery system including, but not limited to, fixed wing aircraft, helicopter or drone;

l. the use or operation, as a means for inflicting harm, of any computer, computer system, computer software program, malicious code, computer virus or process or any other electronic system;

m. any **Pollutant or Contaminant,** however such **Pollutant or Contaminant** may have been introduced or arisen;

n. strikes, labor unrest, riots or civil commotion

o. loss of earnings or any other consequential loss.

EXTENSION

This **Extra Expense** Extension Endorsement is extended to include any such **Extra Expense** as a direct result of the necessary interruption of the **Covered Party's** business due to prevention of access to any **Location(s)** of the **Covered Party** by order of a civil or military authority, provided that such order is a sole and direct result of a **Deadly Weapon Event** occurring at such **Location(s)** and for a period of time not exceeding thirty (30) consecutive days from the date of such **Deadly Weapon Event**.

All other terms, conditions and exclusions of this policy remain unchanged.

Preferred® PGIT GOVERNMENTAL INSURANCE TRUST

PUBLIC ENTITY

CRIME COVERAGE PART DECLARATIONS

COVERED PARTY: Highlands County, a Political Subdivision of the State of Florida

AGREEMENT NO.: PK FL1 0281028 21-14

SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE

Coverage is only provided for the coverages indicated by an X.

	Coverage	Limit of Coverage	Deductible
X	Employee Dishonesty Per Loss Coverage	$500,000	$1,000
X	Forgery or Alteration Coverage	$500,000	$1,000
X	Theft, Disappearance and Destruction Coverage – Inside	$500,000	$1,000
	Outside	$500,000	$1,000
X	Computer Fraud Coverage (Including Funds Transfer)	$500,000	$1,000

FORMS AND ENDORSMENTS
Forms and Endorsements applying to this Coverage Part and made part of the coverage agreement at this time of issue:

See PGIT MN-002

Premium: $ INCLUDED

THIS SUPPLEMENTAL DECLARATIONS AND THE COMMON AGREEMENT DECLARATIONS, TOGETHER WITH THE COMMON AGREEMENT CONDITIONS, COVERAGE PART(S), FORMS AND ENDORSMENTS, IF ANY, COMPLETE THE ABOVE NUMBERED AGREEMENT.

Preferred® PGIT GOVERNMENTAL INSURANCE TRUST

PUBLIC ENTITY

GOVERNMENT CRIME COVERAGE FORM
(DISCOVERY FORM)

Various provisions in this Coverage Agreement restrict coverage. Read the entire agreement carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Agreement the words "you" and "your" refer to the named Covered Party shown in the Declarations. The words "we," "us" and "our" refer to the Trust providing this Coverage Agreement.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section F. Definitions.

A. Coverage Agreements

Coverage is provided under the following Coverage Agreements for which a Limit is shown in the Declarations:

1. Employee Dishonesty - Per Loss Coverage

We will pay for loss of or damage to "money," "securities" and "other property" resulting directly from "theft" committed by an "employee," whether identified or not, acting alone or in collusion with other persons.

We will pay for loss caused to the Covered Party through the failure of any “employee” to faithfully perform his or her duties as prescribed by law, when such failure has as its direct and immediate result a loss of your Covered Property.

2. Forgery or Alteration

a. We will pay for loss resulting directly from "forgery" or alteration of checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain in "money" that are:

(1) Made or drawn by or drawn upon you; or

(2) Made or drawn by one acting as your agent; or

that are purported to have been so made or drawn.

b. If you are sued for refusing to pay any instrument covered in Paragraph a. above, on the basis that it has been forged or altered, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur and pay in that defense. The amount that we will pay is in addition to the Limit of Coverage applicable to this Coverage Agreement.

c. We will pay for loss resulting directly from your having accepted in good faith, in exchange for merchandise, "money" or services:

(1) Money orders issued by any post office, express company or bank that are not paid upon presentation; or

(2) "Counterfeit" paper currency that is acquired during the regular course of business.

3. Theft, Disappearance, and Destruction - Inside The Premises

a. We will pay for loss of "money" and "securities" inside the "premises" or "banking premises" resulting directly from "theft," disappearance or destruction.

b. We will pay for loss from damage to the "premises" or its exterior resulting directly from an actual or attempted "theft" of "money" and "securities," if you are the owner of the "premises" or are liable for damage to it.

c. We will pay for loss of or damage to a locked safe, vault, cash register, cash box or cash drawer located inside the "premises" resulting directly from an actual or attempted "theft" of or unlawful entry into those containers.

4. Theft, Disappearance, and Destruction - Outside The Premises

a. We will pay for loss of "money" and "securities" outside the "premises" in the care and custody of a "messenger" or an armored motor vehicle company resulting directly from "theft," disappearance or destruction.

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b. We will pay for loss of or damage to "other property" outside the "premises" in the care and custody of a "messenger" or an armored motor vehicle company resulting directly from an actual or attempted "robbery."

5. Computer Fraud, including Funds Transfer

We will pay for loss of or damage to "money," "securities" and "other property" resulting directly from the use of any computer to fraudulently cause a transfer of that property from inside the "premises" or "banking premises":

a. To a person (other than a "messenger") outside those "premises"; or

b. To a place outside those "premises."

B. Limit Of Coverage

The most we will pay for loss in any one "occurrence" is the applicable Limit of Coverage shown in the Declarations.

C. Deductible

We will not pay for loss in any one "occurrence" unless the amount of loss exceeds the Deductible Amount shown in the Declarations. We will then pay the amount of loss in excess of the Deductible Amount, up to the Limit of Coverage. In the event more than one Deductible Amount could apply to the same loss, only the highest Deductible Amount may be applied.

D. Exclusions

1. This coverage does not apply to:

a. Acts Committed By You

Loss resulting from "theft" or any other dishonest act committed by you, whether acting alone or in collusion with other persons.

b. Acts Of Officials, Employees Or Representatives

Loss resulting from "theft" or any other dishonest act committed by any of your officials, "employees" or authorized representatives:

(1) Whether acting alone or in collusion with other persons; or

(2) While performing services for you or otherwise;

except when covered under Coverage Agreement **A.1.**

c. Governmental Action

Loss resulting from seizure or destruction of property by order of governmental authority.

d. Indirect Loss

Loss that is an indirect result of any act or "occurrence" covered by this coverage including, but not limited to, loss resulting from:

(1) Your inability to realize income that you would have realized had there been no loss of or damage to "money," "securities" or "other property."

(2) Payment of damages of any type for which you are legally liable. But, we will pay compensatory damages arising directly from a loss covered under this coverage.

(3) Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this coverage.

e. Legal Expenses

Expenses related to any legal action, except when covered under Coverage Agreement **A.2.**

f. Nuclear

Loss resulting from nuclear reaction, nuclear radiation or radioactive contamination, or any related act or incident.

g. War And Similar Actions

Loss resulting from war, whether or not declared, warlike action, insurrection, rebellion or revolution, or any related act or incident.

2. Coverage Agreement **A.1.** does not apply to:

a. Bonded Employees

Loss caused by any "employee" required by law to be individually bonded.

b. Employees Cancelled Under Prior Insurance

Loss caused by any "employee" of yours, or predecessor in interest of yours, for whom similar prior coverage has been cancelled and not reinstated since the last such cancellation.

c. Inventory Shortages

Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:

(1) An inventory computation; or

(2) A profit and loss computation.

However, where you establish wholly apart from such computations that you have sustained a loss, then you may offer your inventory records and actual physical count of inventory in support of the amount of loss claimed.

d. Trading

Loss resulting directly or indirectly from trading, whether in your name or in a genuine or fictitious account.

3. Coverage Agreements **A.3.** and **A.4.** do not apply to:

a. Accounting Or Arithmetical Errors Or Omissions

Loss resulting from accounting or arithmetical errors or omissions.

b. Exchanges Or Purchases

Loss resulting from the giving or surrendering of property in any exchange or purchase.

c. Fire

Loss resulting from fire, however caused, except:

(1) Loss of or damage to "money" and "securities"; and

(2) Loss from damage to a safe or vault.

d. Money Operated Devices

Loss of property contained in any money operated device unless the amount of "money" deposited in it is recorded by a continuous recording instrument in the device.

e. Motor Vehicles Or Equipment And Accessories

Loss of or damage to motor vehicles, trailers or semi-trailers or equipment and accessories attached to them.

f. Transfer Or Surrender Of Property

(1) Loss of or damage to property after it has been transferred or surrendered to a person or place outside the "premises" or "banking premises":

(a) On the basis of unauthorized instructions;

(b) As a result of a threat to do bodily harm to any person; or

(c) As a result of a threat to do damage to any property.

(2) But, this Exclusion does not apply under Coverage Agreement A.4. to loss of "money," "securities" or "other property" while outside the "premises" in the care and custody of a "messenger" if you:

(a) Had no knowledge of any threat at the time the conveyance began; or

(b) Had knowledge of a threat at the time the conveyance began, but the loss was not related to the threat.

g. Vandalism

Loss from damage to the "premises" or its exterior, or to any safe, vault, cash register, cash box, cash drawer or "other property" by vandalism or malicious mischief.

h. Voluntary Parting Of Title To Or Possession Of Property

Loss resulting from your, or anyone acting on your express or implied authority, being induced by any dishonest act to voluntarily part with title to or possession of any property.

4. Coverage Agreement **A.5.** does not apply to:

a. Exchanges Or Purchases

Loss resulting from the giving or surrendering of property in any exchange or purchase.

b. Inventory Shortages

Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:

(1) An inventory computation; or

(2) A profit and loss computation.

c. Voluntary Parting Of Title To Or Possession Of Property

Loss resulting from your, or anyone acting on your express or implied authority, being induced by any dishonest act to voluntarily part with title to or possession of any property.

E. Conditions

The following conditions apply in addition to the Common Agreement Conditions:

1. Conditions Applicable To All Coverage Agreements

a. Cancellation As To Any Employee

This coverage is cancelled as to any "employee":

(1) Immediately upon discovery by:

(a) You; or

(b) Any official or employee authorized to manage, govern or control your "employees" who is not in collusion with the "employee";

of "theft" or any other dishonest act committed by the "employee" whether before or after becoming employed by you.

(2) On the date specified in a notice mailed to the first named Covered Party. That date will be at least 30 days after the date of mailing.

We will mail or deliver our notice to the first named Covered Party's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

b. Concealment, Misrepresentation Or Fraud

This coverage is void in any case of fraud by you as it relates to this coverage at any time. It is also void if you or any other Covered Party, at any time, intentionally conceal or misrepresent a material fact concerning:

(1) This coverage;

(2) The property covered under this coverage;

(3) Your interest in the property covered under this coverage; or

(4) A claim under this coverage.

c. Discovery

(1) We will pay for loss that you sustain through acts committed or events occurring at any time and discovered by you:

(a) During the agreement period shown in the Declarations; or

(b) During the period of time provided in the Extended Period To Discover Loss Condition **E.1.f**.

(2) Discovery of loss occurs when you first become aware of facts which would cause a reasonable person to assume that a loss covered by this coverage has been or will be incurred, even though the exact amount or details of loss may not then be known.

Discovery also occurs when you receive notice of an actual or potential claim against you alleging facts that if true would constitute a loss covered under this coverage.

d. Duties In The Event Of Loss

After you discover a loss or a situation that may result in loss of or damage to "money," "securities" or "other property" you must:

(1) Notify us as soon as possible. If you have reason to believe that any loss (except for loss covered under Coverage Agreement **A.1.)** involves a violation of law, you must also notify the local law enforcement authorities.

(2) Submit to examination under oath at our request and give us a signed statement of your answers.

(3) Give us a detailed, sworn proof of loss within 120 days.

(4) Cooperate with us in the investigation and settlement of any claim.

e. Employee Benefit Plan(s)

(1) The employee benefit plan(s) shown in the Declarations are included as Covered Parties under Coverage Agreement **A.1.**

(2) Any payment we make to you for loss sustained by any Plan will be held by you for the use and benefit of the Plan(s) sustaining the loss.

(3) The Deductible Amount applicable to Coverage Agreement **A.1**. does not apply to loss sustained by any employee benefit plan(s) .

f. Extended Period To Discover Loss

(1) We will pay for loss that you sustained prior to the effective date of termination or cancellation of this coverage, which is discovered by you no later than 60 days from the date of that termination or cancellation.

(2) However, this extended period to discover loss terminates immediately upon the effective date of any other coverage obtained by you replacing in whole or in part the coverage afforded hereunder, whether or not such other coverage provides coverage for loss sustained prior to its effective date.

g. Joint Covered Party

(1) If more than one Covered Party is named in the Declarations, the first named Covered Party will act for itself and for every other Covered Party for all purposes of this coverage. If the first named Covered Party ceases to be covered, then the next named Covered Party will become the first named Covered Party.

(2) If any Covered Party or official of that Covered Party has knowledge of any information relevant to this coverage, that knowledge is considered knowledge of every Covered Party.

(3) An "employee" of any Covered Party is considered to be an "employee" of every Covered Party.

(4) If this coverage or any of its coverages is cancelled or terminated as to any Covered Party, loss sustained by that Covered Party is covered only if discovered by you during the period of time provided in the Extended Period To Discover Loss Condition **E.1.f.**

However, this extended period to discover loss terminates as to that Covered Party immediately upon the effective date of any other coverage obtained by that Covered Party replacing in whole or in part the coverage afforded hereunder, whether or not such other coverage provides coverage for loss sustained prior to its effective date.

(5) We will not pay more for loss sustained by more than one Covered Party than the amount we would pay if all the loss had been sustained by one Covered Party.

h. Legal Action Against Us

You may not bring any legal action against us involving loss:

(1) Unless you have complied with all the terms of this coverage;

(2) Until 90 days after you have filed proof of loss with us; and

(3) Unless brought within 5 years from the date you discover the loss.

If any limitation is prohibited by law, such limitation is amended so as to equal the minimum period of limitation provided by such law.

i. Liberalization

If we adopt any revision that would broaden the coverage under this coverage without additional premium within 45 days prior to or during the agreement period, the broadened coverage will immediately apply to this coverage.

j. Loss Covered Under More Than One Coverage Of This Agreement

If two or more coverages of this agreement apply to the same loss, we will pay the lesser of:

(1) The actual amount of loss; or

(2) The sum of the Limits of Coverage applicable to those coverages.

k. Non-Cumulation Of Limit Of Coverage

Regardless of the number of years this agreement remains in force or the number of premiums paid, no Limit of Coverage cumulates from year to year or agreement period to agreement period.

l. Ownership Of Property; Interests Covered

The property covered under this agreement is limited to property:

(1) That you own or lease;

(2) That you hold for others; or

(3) For which you are legally liable.

However, this agreement is for your benefit only. It provides no rights or benefits to any other person or organization. Any claim for loss under this agreement must be presented by you.

m. Records

You must keep records of all property covered under this agreement so we can verify the amount of any loss.

n. Recoveries

(1) Any recoveries, less the cost of obtaining them, made after settlement of loss covered by this agreement will be distributed as follows:

(a) To you, until you are reimbursed for any loss that you sustain that exceeds the Limit of Coverage and the Deductible Amount, if any;

(b) Then to us, until we are reimbursed for the settlement made; and

(c) Then to you, until you are reimbursed for that part of the loss equal to the Deductible Amount, if any.

(2) Recoveries do not include any recovery:

(a) From insurance, suretyship, reinsurance, security or indemnity taken for our benefit; or

(b) Of original "securities" after duplicates of them have been issued.

o. Subrogation

(1) In the event of any payment under this Coverage Agreement, we shall be subrogated to all of your rights of recovery therefore against any person or organization, and you shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights.

(2) You shall not act (or fail to act, as the case may be) in any manner that will prejudice our subrogation rights.

p. Territory

This Coverage Agreement covers acts committed or events occurring within the United States of America (including its territories and possessions) and Puerto Rico.

q. Valuation - **Settlement**

(1) Subject to Section B. Limit Of Coverage, we will pay for:

(a) Loss of "money" but only up to and including its face value.

(b) Loss of "securities" but only up to and including their value at the close of business on the day the loss was discovered. We may, at our option:

(i) Pay the value of such "securities" or replace them in kind, in which event you must assign to us all your rights, title and interest in and to those "securities"; or

(ii) Pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the "securities." However, we will be liable only for the payment of so much of the cost of the bond as would be charged for a bond having a penalty not exceeding the lesser of the:

[1] Value of the "securities" at the close of business on the day the loss was discovered; or

[2] Limit of Coverage.

(c) Loss of or damage to "other property" or loss from damage to the "premises" or its exterior for the replacement cost of the property without deduction for depreciation. However, we will not pay more than the least of the following:

(i) The Limit of Coverage applicable to the lost or damaged property;

(ii) The cost to replace the lost or damaged property with property of comparable material and quality and used for the same purpose; or

(iii) The amount you actually spend that is necessary to repair or replace the lost or damaged property.

We will not pay on a replacement cost basis for any loss or damage:

(iv) Until the lost or damaged property is actually repaired or replaced; and

(v) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage.

If the lost or damaged property is not repaired or replaced, we will pay on an actual cash value basis.

(2) Any property that we pay for or replace becomes our property.

2. Conditions Applicable To Coverage Agreement A.1.

a. Indemnification

We will indemnify any of your officials who are required by law to give bonds for the faithful performance of their duties against loss through "theft" committed by "employees" who serve under them, subject to the applicable Limit of Coverage.

b. Territory

We will pay for loss caused by any "employee" while temporarily outside the territory specified in the Territory Condition E.1.p. for a period of not more than 90 days.

3. Conditions Applicable To Coverage Agreement A.2.

a. Deductible

The Deductible Amount does not apply to legal expenses paid under Coverage Agreement **A.2.**

b. Electronic And Mechanical Signatures

We will treat signatures that are produced or reproduced electronically, mechanically or by other means the same as handwritten signatures.

c. Proof Of Loss

You must include with your proof of loss any instrument involved in that loss, or, if that is not possible, an affidavit setting forth the amount and cause of loss.

d. Territory

We will cover loss you sustain anywhere in the world. The Territory Condition **E.1.p.** does not apply to Coverage Agreement **A.2.**

4. Conditions Applicable To Coverage Agreement A.4.

a. Armored Motor Vehicle Companies

Under Coverage Agreement **A.4.,** we will only pay for the amount of loss you cannot recover:

(1) Under your contract with the armored motor vehicle company; and

(2) From any insurance or indemnity carried by, or for the benefit of customers of, the armored motor vehicle company.

b. Special Limit Of Coverage For Specified Property

We will only pay up to $5,000 for any one "occurrence" of loss of or damage to manuscripts, drawings, or records of any kind or the cost of reconstructing them or reproducing any information contained in them.

5. Conditions Applicable To Coverage Agreement A.5.

a. Special Limit Of Coverage For Specified Property

We will only pay up to $5,000 for any one "occurrence" of loss of or damage to manuscripts, drawings, or records of any kind or the cost of reconstructing them or reproducing any information contained in them.

b. Territory

We will cover loss you sustain anywhere in the world. The Territory Condition **E.1.p.** does not apply to Coverage Agreement **A.5.**

F. Definitions

1. "Banking premises" means the interior of that portion of any building occupied by a banking institution or similar safe depository.

2. "Counterfeit" means an imitation of an actual valid original which is intended to deceive and to be taken as the original.

3. "Custodian" means you or any "employee" while having care and custody of property inside the "premises," excluding any person while acting as a "watchperson" or janitor.

4. "Employee":

a. "Employee" means:

(1) Any natural person:

(a) While in your service or for 30 days after termination of service;

(b) Who you compensate directly by salary, wages or commissions; and

(c) Who you have the right to direct and control while performing services for you;

(2) Any natural person who is furnished temporarily to you:

(a) To substitute for a permanent "employee" as defined in Paragraph **(1)** above, who is on leave; or

(b) To meet seasonal or short-term work load conditions;

while that person is subject to your direction and control and performing services for you, excluding, however, any such person while having care and custody of property outside the "premises";

(3) Any natural person who is leased to you under a written agreement between you and a labor leasing firm, to perform duties related to the conduct of your business, but does not mean a temporary employee as defined in Paragraph **(2)** above;

(4) Any natural person who is:

(a) A trustee, officer, employee, administrator or manager, except an administrator or manager who is an independent contractor, of any employee benefit plan(s) covered under this agreement; and

(b) Your official while that person is handling "funds" or "other property" of any employee benefit plan(s) covered under this agreement;

(5) Any natural person who is a former official, "employee," representative or trustee retained as a consultant while performing services for you; or

(6) Any natural person who is a guest student or intern pursuing studies or duties, excluding, however, any such person while having care and custody of property outside the "premises."

b. "Employee" does not mean any agent, independent contractor or representative of the same general character.

5. "Forgery" means the signing of the name of another person or organization with intent to deceive; it does not mean a signature which consists in whole or in part of one's own name signed with or without authority, in any capacity, for any purpose.

6. "Fraudulent Instruction" means:

a. An electronic, telegraphic, cable, teletype, telefacsimile or telephone instruction which purports to have been transmitted by you, but which was in fact fraudulently transmitted by someone else without your knowledge or consent;

b. A written instruction (other than those described in Coverage Agreement **A.2.)** issued by you, which was forged or altered by someone other than you without your knowledge or consent, or which purports to have been issued by you, but was in fact fraudulently issued without your knowledge or consent; or

c. An electronic, telegraphic, cable, teletype, telefacsimile, telephone or written instruction initially received by you which purports to have been transmitted by an "employee" but which was in fact fraudulently transmitted by someone else without your or the "employee's" knowledge or consent.

7. "Funds" means "money" and "securities."

8. "Messenger" means you or any "employee" while having care and custody of property outside the "premises."

9. "Money" means:

a. Currency, coins and bank notes in current use and having a face value; and

b. Travelers checks, register checks and money orders held for sale to the public.

10. "Occurrence" means:

a. As respects Coverage Agreement **A.1.**, all loss caused by, or involving, one or more "employees," whether the result of a single act or series of acts.

b. As respects Coverage Agreement **A.4.**, all loss caused by any person or in which that person is involved, whether the loss involves one or more instruments.

c. As respects all other Coverage Agreements:

(1) An act or series of related acts involving one or more persons; or

(2) An act or event, or a series of related acts or events not involving any person.

11. "Other property" means any tangible property other than "money" and "securities" that has intrinsic value but does not include any property excluded under this agreement.

12. "Premises" means the interior of that portion of any building you occupy in conducting your business.

13. "Robbery" means the unlawful taking of property from the care and custody of a person by one who has:

a. Caused or threatened to cause that person bodily harm; or

b. Committed an obviously unlawful act witnessed by that person.

14. "Safe burglary" means the unlawful taking of:

a. Property from within a locked safe or vault by a person unlawfully entering the safe or vault as evidenced by marks of forcible entry upon its exterior; or

b. A safe or vault from inside the "premises."

15. "Securities" means negotiable and nonnegotiable instruments or contracts representing either "money" or property and includes:

a. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and

b. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you;

but does not include "money."

16. "Theft" means the unlawful taking of "money," "securities" or "other property" to the deprivation of the Covered Party.

17. "Transfer account" means an account maintained by you at a financial institution from which you can initiate the transfer, payment or delivery of "funds":

a. By means of electronic, telegraphic, cable, teletype, telefacsimile or telephone instructions communicated directly through an electronic funds transfer system; or

b. By means of written instructions establishing the conditions under which such transfers are to be initiated by such financial institution through an electronic funds transfer system.

18. "Watchperson" means any person you retain specifically to have care and custody of property inside the "premises" and who has no other duties.

Preferred® PGIT GOVERNMENTAL INSURANCE TRUST

PUBLIC ENTITY

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(Broad Form)

This endorsement modifies coverage provided under the **AUTOMOBILE COVERAGE FORM, PGIT MN-300** and the **GENERAL LIABILITY COVERAGE FORM, PGIT MN-200**

I. The coverage does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

1. With respect to which a "Covered Party" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
2. Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "Covered Party" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from the "hazardous properties" of "nuclear material," if:

1. The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, a "Covered Party" or (b) has been discharged or dispersed therefrom;
2. The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of a "Covered Party"; or
3. The "bodily injury" or "property damage" arises out of the furnishing by a "Covered Party" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility," but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereof.

II. As used in this endorsement:

"Hazardous properties" include radioactive, toxic or explosive properties;

"Nuclear material" means "source material," "special nuclear material" or "by-product material";

"Source material," "special nuclear material," and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used to exposed to radiation in a "nuclear reactor;"

Print Date: 10/29/2021

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility."

"Nuclear facility" means:

1. Any "nuclear reactor";
2. Any equipment or device designed or used for: (a) separating the isotopes of uranium or plutonium, (b) processing or utilizing "spent fuel," or (c) handling, processing or package "waste";
3. Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "Covered Party" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
4. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

And includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear Reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all form of radioactive contamination of property.

Print Date: 10/29/2021

PUBLIC ENTITY

AUTOMATIC ADDITIONAL COVERED PARTIES

THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.

This endorsement modifies coverage provided under the **AUTOMOBILE COVERAGE FORM, PGIT MN-300,** the **GENERAL LIABILITY COVERAGE FORM, PGIT MN-200** and the **PROPERTY AND INLAND MARINE COVERAGE FORM, PGIT MN-104**

Where indicated by (X) below, coverage applies to the subdivision or an agency of the state of Florida as their interest may appear. The provisions in this endorsement do not supersede Florida Statute 768.28, Article 10 and 13 of the Florida Constitution, or any other Statute or law limiting whom a Public Entity can indemnify.

_X_ **ADDITIONAL COVERED PARTY - BY CONTRACT, AGREEMENT OR PERMIT**

SECTION I - WHO IS A COVERED PARTY is amended to include any subdivision or agency of the state of Florida (hereinafter called Additional Covered Party) with whom the Covered Party agrees in a written "insured contract" to name as an Additional Covered Party, but only with respect to liability arising solely out of the Covered Party's operation, "your work" or facilities owned or used by the Covered Party.

The coverage afforded to the **Additional Covered Party** does not apply:

(1) Unless the written “insured contract”, agreement or permit was executed prior to the “bodily injury,” “property damage,” “personal injury” or “advertising injury;”

(2) To any person(s) or organization(s) included as a **Covered Party** under this coverage agreement or by an endorsement made part of this coverage agreement.

_X_ **ADDITIONAL COVERED PARTY - OWNERS OF LEASED EQUIPMENT**

SECTION II - WHO IS A COVERED PARTY is amended to include any subdivision or an agency of the state of Florida (hereinafter called Additional Covered Party) with whom the Covered Party agrees in a written "insured contract", for the lease or rental of equipment, to name as an Additional Covered Party, but only with respect to liability arising out of the sole negligence of the Covered Party, and only while such equipment is in the care, custody or control of the Covered Party, or any employee or agent of the Covered Party.

The coverage afforded to the **Additional Covered Party** does not apply to:

(1) “Bodily injury” or “property damage” occurring after you cease to lease or rent the equipment;

(2) “Bodily injury” or “property damage” arising out of any negligence of the **Additional Covered Party;**

(3) Structural alterations, new construction or demolition operations performed by or on behalf of the **Additional Covered Party;**

(4) Liability assumed by the **Additional Covered Party** under any contract or agreement;

(5) “Property damage” to:

(a) Property owned, used, occupied by, or rented to the **Additional Covered Party;**

(b) Property in the care, custody or control of the Additional Covered Party or its employees or agents, or of which the **Additional Covered Party,** its employees or agents are for any purpose exercising physical control.

_X_ **ADDITIONAL COVERED PARTY - MANAGERS OR LESSORS OF PREMISES**

SECTION II - **WHO IS** A **COVERED PARTY** is amended to include any subdivision or an agency of the state of Florida (hereinafter called Additional Covered Party) with whom the Covered Party agrees in a written "insured contract" to name as an Additional Covered Party, but only with respect to liability arising solely out of the "premises" leased to the Covered Party by such subdivision or agency of the state of Florida.

The coverage afforded to the **Additional Covered Party** does not apply to:

(1) "Bodily injury" or "property damage" occurring after the **Covered Party** cease to be a tenant in that "premises";

(2) "Bodily injury" or "property damage" arising out of any negligence of the **Additional Covered Party;**

(3) Structural alterations, new construction or demolition operations performed by or on behalf of the **Additional Covered Party;**

(4) Liability assumed by the **Additional Covered Party** under any contract or agreement;

(5) "Property damage" to:

(a) Property owned, used, occupied by, or rented to the **Additional Covered Party;**

(b) Property in the care, custody or control of the **Additional Covered Party** or its employees or agents, or of which the **Additional Covered Party,** its employees or agents are for any purpose exercising physical control.

Notwithstanding any other provision of this agreement, this endorsement extends coverage to an Additional Covered Party, only in the event that said entity is a subdivision or agency of the state of Florida, within the contemplation of *Section 768.28, Florida Statutes*, and entitled to the privileges, immunities and protections afforded by said statute.

Preferred® PGIT GOVERNMENTAL INSURANCE TRUST

Inland Marine Schedule

Agreement Period: 10/01/2021 through 10/01/2022

COVERED PARTY: Highlands County, a Political Subdivision of the State of Florida

AGREEMENT NO.: PK FL1 0281028 21-14

AGENCY: Public Risk Insurance Advisors

Item #	Description	Serial Number	Classification Code	Effective Date / Term Date	Value	Deductible
001	Unscheduled Blanket Inland Marine (Valued		Blanket Unscheduled	10/01/2021 / 10/01/2022	$2,682,947.00	$1,000
002	Public Safety Radio System	Various	Communication Equipment - Agreed Value	10/01/2021 / 10/01/2022	$1,145,539.00	$1,000
003	2008 Caterpillar Front End Loader	K5K02131	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$124,313.00	$1,000
004	2008 Caterpillar Front End Loader	K5K02134	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$124,313.00	$1,000
005	2008 John Deere Tractor	545127	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$56,786.00	$1,000
006	2008 John Deere Tractor	3242	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$56,786.00	$1,000
007	2008 John Deere Tractor	4488883	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$56,786.00	$1,000
008	2008 Vermeer Brush Chipper	1002083	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$28,209.00	$1,000
009	2007 Gradall Excavator	3140000217	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$141,958.00	$1,000
010	2007 John Deere 250Sd Articulating Truck	605362	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$204,727.00	$1,000
011	2007 John Deere 750J Dozer	144781	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$121,044.00	$1,000

Item #	Description	Serial Number	Classification Code	Effective Date / Term Date	Value	Deductible
012	2007 John Deere Front End Loader	3487	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$142,534.00	$1,000
013	2007 Ringpower Backhoe Loader	14388	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$39,501.00	$1,000
014	2006 Bobcat Skidster Loader	530912390	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$24,582.00	$1,000
015	2006 Gradall Hydraulic Excavator Xl3100	210017883	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$132,430.00	$1,000
016	2005 John Deere 6420 Tractor	A477072	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$23,201.00	$1,000
017	2005 John Deere 6420 Tractor	A477468	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$23,201.00	$1,000
018	2005 John Deere 6420 Tractor	A477656	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$23,201.00	$1,000
019	2005 Stahl 5 Ton Girder Crane	3223	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$21,669.00	$1,000
020	2004 Caterpillar 972 G Ii Loader	P00377	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$166,563.00	$1,000
021	2004 Caterpillar Waste Disposal Track Tractor	ALY01412	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$118,170.00	$1,000
022	2004 John Deere Tractor	I0615A419850	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$27,144.00	$1,000
023	2003 American Eagle Mastercraft Forklift	5458A	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$22,285.00	$1,000
024	2003 Caterpillar 322Cl Excavator	HEK00334	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$123,986.00	$1,000
025	2003 Caterpillar Dozer Track Type Tractor	ALR00297	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$78,526.00	$1,000
026	2003 M8030 Gradall Xl3100 Gradall	3140127	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$107,339.00	$1,000
027	2003 Ringhaver Landfill Compactor (Gvw 5800Lbs)	cat0826GTAYH00547	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$314,875.00	$1,000
028	2003 Vermeer Waste Disposal Track Tractor	1002790	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$22,762.00	$1,000

Item #	Description	Serial Number	Classification Code	Effective Date / Term Date	Value	Deductible
029	2002 Bobcat Fork Grabbler	514450478	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$15,081.00	$1,000
030	2001 Ford Mowing Tractor	161410B	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$18,380.00	$1,000
031	2001 Kubota Tractor Mower/W Bush Hog	51754	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$15,858.00	$1,000
032	2000 Cat Bulldozer D5	03DN00356	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$183,480.00	$1,000
033	2000 Ford Ts110 Mowing Tractor	144986B	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$16,338.00	$1,000
034	1999 John Deere Excavator 110 W/Buckets	110020113	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$57,707.00	$1,000
035	1998 Rosco 915 Roller	35745	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$29,597.00	$1,000
036	1998 Tarpomatic Tramps - W Litter Screens	98084040T	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$34,042.00	$1,000
037	1996 Cat Self Loader Scraper/Pan	6BK00264	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$152,669.00	$1,000
038	1996 Cat Tracker Front End Loader	9BL03082	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$99,527.00	$1,000
039	1996 Caterpillar Dozer	4FG05655	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$80,750.00	$1,000
040	1996 Roller Rosco	34314	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$26,494.00	$1,000
041	1996 D5 Dozer	6581	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$52,889.00	$1,000
042	1994 Cat Soil Stabilizer	6DD00243	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$53,113.00	$1,000
043	1992 Caterpillar Compactr	8XF00560	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$34,600.00	$1,000
044	1976 Lima Dragline - 2400B	712A129	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$492,480.00	$1,000
045	2009 Bobcat Excavator	AACF11243	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$18,613.00	$1,000

Item #	Description	Serial Number	Classification Code	Effective Date / Term Date	Value	Deductible
046	2009 Tarpomatic Tarping Machine	90240233	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$32,011.00	$1,000
047	2009 Caterpillar Paver	TFZ00220	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$161,205.00	$1,000
048	2009 Cat D5K Lg Track Type Tractor	77700204	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$70,725.00	$1,000
049	2010 C554 Cat Roller	0C5R00271	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$65,793.00	$1,000
050	2009 Caterpillar 336Dl Hydraulic Excavator	W3K00310	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$229,029.00	$1,000
051	2009 Caterpillar 120M Motor Grader	B9W00160	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$141,629.00	$1,000
052	2009 Caterpillar Asphalt Compactor Roller	CATCV434KCNH00964	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$74,150.00	$1,000
053	2010 Cat 120 M Cat Motor Grader	0D9W00124	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$142,361.00	$1,000
054	2010 Cat 287 C Multi-Terrain Loader	0MAS01890	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$48,031.00	$1,000
055	2007 Nissan Forklift	UG1F2-9L0637	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$15,552.00	$1,000
056	2010 Johndeere 6430 Std Cab Tractor	643716	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$32,513.00	$1,000
057	2005 Ram Industrial Horizontal Baler	8012	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$81,648.00	$1,000
058	2007 John Deere Grader	DW770DX613861	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$117,936.00	$1,000
059	1999 Hallmark Communication Trailer (Pic'S)	4XSGB1625XG010812	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$15,750.00	$1,000
060	2011 Caterpillar 950H Wheel Loader	CAT0950HCK5K03366	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$114,210.00	$1,000
061	2012 Cat Grader	CAT0120MHR9W00112	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$112,352.00	$1,000
062	2012 Bomag Bc772Rb-2 Landfill Compactor	101570431030	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$524,153.00	$1,000

Item #	Description	Serial Number	Classification Code	Effective Date / Term Date	Value	Deductible
063	Kubota Tractor Model M56401U01	51375TPR173	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$19,710.00	$1,000
064	Caterpillar 324El Excavator	CAT0324EJPNW01075	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$224,196.00	$1,000
065	2013 Gradall Hyo Excavator Xl3100	3140000338	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$317,199.00	$1,000
066	Caterpillar 725 Cat Articulated Truck	B1102163	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$157,500.00	$1,000
067	Caterpillar Skid Steer Loader	TAW00699	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$67,714.00	$1,000
068	2014 Cat Motorgrader 120 M2	M9H0031	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$222,672.00	$1,000
069	2014 Thermal Striping Trailer		Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$55,972.00	$1,000
070	2014 Polaris Ranger Crew 900	4XAWH88A9EB196702	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$24,707.00	$1,000
071	2015 Caterpillar Cat 950 M Wheel Loader	EMB00482	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$226,161.00	$1,000
072	2009Caterpillar Rm 300 Rotary Mixer	BWR00430	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$250,000.00	$1,000
073	Nissan Forklift	950109	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$43,932.00	$1,000
074	2016 John Deere Cx15 Flexwing Rotary Cutter	1POCX15EAFP037665	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$17,690.00	$1,000
075	2016 John Deere Cx15 Flexwing Rotary Cutter	1POCX15ELFP037666	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$17,690.00	$1,000
076	2016 John Deere Cx15 Flexwing Rotary Cutter	1POCX15ETFP037673	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$17,690.00	$1,000
077	2016 Cat 120M2 Motorgrader	R9W00185	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$238,696.00	$1,000
078	2016 Volvo A25G Articulating Off Road Dump Truck	VCEOA25GV00740250	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$337,579.00	$1,000
079	2017 Hustler 60" Super Zhd Mower	16103789	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$12,123.00	$1,000

Item #	Description	Serial Number	Classification Code	Effective Date / Term Date	Value	Deductible
080	2016 Cms-T333 Full Size Full Matrix Portable	1A9BS0335G2228586	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$14,978.00	$1,000
081	2016 Cms-T333 Full Size Full Matrix Portable	1A9BS0337G2228590	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$14,978.00	$1,000
082	2016 Cms-T333 Full Size Full Matrix Portable	1A9BS0339G2228591	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$14,978.00	$1,000
083	2016 Cms-T333 Full Size Full Matrix Portable	1A9BS0330G228592	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$14,978.00	$1,000
084	2016 Cms-T333 Full Size Full Matrix Portable	1A9BS0331G2228584	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$14,978.00	$1,000
085	2017 Cat 120M2 Motorgrader	OM9H00470	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$232,865.00	$1,000
086	2017 John Deere 6120M Tractor	HHH880062	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$76,717.00	$1,000
087	2017 John Deere 6120M Tractor	LHH880075	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$76,717.00	$1,000
088	2017 John Deere 6120M Tractor	PHH880262	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$76,717.00	$1,000
089	2 Jaws Of Life Units @25,000 Each		Emergency Services Portable Equipment - Agreed Value	10/01/2021 / 10/01/2022	$45,000.00	$1,000
090	Miscellaneous Emergency Services Portable		Emergency Services Portable Equipment - ACV	10/01/2021 / 10/01/2022	$450,000.00	$1,000
091	Miscellaneous Employees Tools - Per Occurrence		Other Inland Marine - ACV	10/01/2021 / 10/01/2022	$50,000.00	$1,000
092	Miscellaneous Building Materials - Any Location (Max		Other Inland Marine - ACV	10/01/2021 / 10/01/2022	$45,000.00	$1,000
093	Miscellaneous Building Materials - In Transit (Max Per		Other Inland Marine - ACV	10/01/2021 / 10/01/2022	$45,000.00	$1,000
094	51 Election Systems & Software M-100		Other Inland Marine - Agreed Value	10/01/2021 / 10/01/2022	$450,000.00	$1,000
095	1 Election Systems And Software M-650 Tabulator		Other Inland Marine - Agreed Value	10/01/2021 / 10/01/2022	$58,500.00	$1,000
096	Other Inland Marine - Uncheduled Items (Max Per Items		Other Inland Marine - ACV	10/01/2021 / 10/01/2022	$100,000.00	$1,000

Item #	Description	Serial Number	Classification Code	Effective Date / Term Date	Value	Deductible
097	1998 Godwin Water Pump	981473111	Other Inland Marine - Agreed Value	10/01/2021 / 10/01/2022	$16,735.00	$1,000
098	1998 Godwin Water Pump	98135239	Other Inland Marine - Agreed Value	10/01/2021 / 10/01/2022	$16,735.00	$1,000
099	2014 Mercury Striping Trailer	58CDC1920EC000343	Other Inland Marine - Agreed Value	10/01/2021 / 10/01/2022	$64,670.00	$1,000
100	Rented Borrowed & Leased - Uncheduled Items		Rented, Borrowed, Leased Equipment - Agreed Value	10/01/2021 / 10/01/2022	$1,000,000.00	$1,000
101	2018 Komatsu D^1Px-24 Crawler Dozer	5AA6D107E-3F	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$295,083.00	$1,000
102	2018 Catapillar 120 M2 Motor Grader	M9H00490	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$251,763.00	$1,000
103	2017 Badger Telescoping Boom Excavator 470Tm	4701704	Communication Equipment - Agreed Value	10/01/2021 / 10/01/2022	$329,000.00	$1,000
104	2018 Bomag Bc772Rb-4 Compactor	101570021077	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$534,523.00	$1,000
105	2018 John Deere 6120M Tractor	1L06120MJJH911115	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$76,700.00	$1,000
106	2018 John Deere 6120M Tractor	1L06120MLH910939	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$76,700.00	$1,000
107	2018 John Deere 6120M Tractor	1L06120MTJH91105	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$76,700.00	$1,000
108	Cat Single Drum Vibratory Compactor	144205	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$69,092.00	$1,000
109	6430 John Deere Tractor	L06430A645198	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$24,855.00	$1,000
110	6431 John Deere Tractor	L06430A646034	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$24,855.00	$1,000
111	430E Cat 4X4 Backhoe Loader	MXB00226	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$61,675.00	$1,000
112	2011 Cat Double Drum Roller Compactor	CNH01184	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$54,000.00	$1,000
113	2017 Badger Hydraulic Excavator	4701702/73355757	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$320,775.00	$1,000

Item #	Description	Serial Number	Classification Code	Effective Date / Term Date	Value	Deductible
114	2015 Powerscreen Screener	PID00132KDGF19909	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$110,000.00	$1,000
115	2010 Powerscreen Conveyor	6101345	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$40,000.00	$1,000
116	2019 Cat Wheel Loader 950G	M5T01247	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$237,908.00	$1,000
117	2018 Altoz Track Mower	XT123809	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$17,669.00	$1,000
118	2018 Toro Multi Pro Mower	404738995	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$36,433.00	$1,000
119	2019 John Deere 6120M Cab Tractor	1l06120MVJG925265	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$79,316.00	$1,000
120	2019 Versa boom Kit for Mower	VB23-190302	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$44,754.00	$1,000
121	2019 Versa boom Kit for Mower	VB23-190301	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$44,754.00	$1,000
122	2019 Versa boom Kit for Mower	VB23-19303	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$44,754.00	$1,000
123	2019 RingPower 120M2 Cat Motor Grader	3001000	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$253,000.00	$1,000
124	2019 Volvo Ec300 E Excavator	313114	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$231,037.00	$1,000
125	2019 Batwing Bush Hog 3815-3	1HGBR1193270155	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$17,380.00	$1,000
126	2020 CAT Paver	AP600195	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$399,725.00	$1,000
127	2019 John Deere Z930M ZTRAK	1TC930MCCKT081552	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$8,900.00	$1,000
128	2017 CAT 938MQC Wheel Loader	J3R04185	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$150,000.00	$1,000
129	2016 Volvo A25GW Articulated Off-Road Water	740206	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$265,000.00	$1,000
130	2020 CAT Motor Grader 120M2	Y9D00811	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$266,105.00	$1,000

Item #	Description	Serial Number	Classification Code	Effective Date / Term Date	Value	Deductible
131	2020 Volvo EC160E Crawler Excavator	314161	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$154,580.00	$1,000
132	2020 John Deere Z930M 60ZA Track	1TC930MCLLT090135	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$8,900.00	$1,000
133	2020 Flex Wing Bush Hop	1HGBR1201670079	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$17,380.00	$1,000
134	2020 Hydromatic 10HP pump S4MXP1000E/FC	10659875	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$8,245.00	$1,000
135	2020 Hydromatic 10HP pump S4MXP1000E/FC	10659876	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$8,245.00	$1,000
136	2020 Flew Wing Bush Hog	1HGBR1203120130	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$17,364.00	$1,000
137	2020 Altoz TRX7661 ZTR Mower	XT723774	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$21,500.00	$1,000
138	2020 Altoz TRX7661 ZTR Mower	XT723752	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$21,500.00	$1,000
139	2021 Compact Track Loader	JX905551	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$72,000.00	$1,000
140	2021 Vermeer Chipper Trailer	VRY151Z2M10101183	Contractor's / Mobile Equipment - Agreed Value	10/01/2021 / 10/01/2022	$86,000.00	$1,000

Total	$19,504,990.00

Preferred® PGIT GOVERNMENTAL INSURANCE TRUST

Property Schedule

Agreement Period: 10/01/2021 through 10/01/2022

COVERED PARTY: Highlands County, a Political Subdivision of the State of Florida

AGREEMENT NO.: PK FL1 0281028 21-14

AGENCY: Public Risk Insurance Advisors

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
001	Courthouse - Historic Building	430 S. Commerce Ave Sebring Florida 33870	131 - FR	10/01/2021	10/01/2022	$22,224,400	$2,700,000
002	State Attorney's Office	411 S Eucalyptus Street Sebring Florida 33870	111 - MNC	10/01/2021	10/01/2022	$1,127,100	$315,600
003	Flagpoles, lighting, benches	430 S. Commerce Ave Sebring Florida 33870	102 - PITO	10/01/2021	10/01/2022	$31,000	$0
004	Generator	430 S. Commerce Ave Sebring Florida 33870	244 - Mechanical Equipment	10/01/2021	10/01/2022	$102,600	$0
005	Commerce Avenue Annex	501 S. Commerce Ave Sebring Florida 33870	111 - MNC	10/01/2021	10/01/2022	$2,330,000	$754,400
006	Flagpole, lighting	501 S. Commerce Ave Sebring Florida 33870	102 - PITO	10/01/2021	10/01/2022	$6,500	$0
007	Highlands County Jail	434 Fernleaf Ave Sebring Florida 33870	131 - FR	10/01/2021	10/01/2022	$21,215,400	$2,500,000
008	Purchasing Office	434 Fernleaf Ave Sebring Florida 33870	101 - Frame	10/01/2021	10/01/2022	$73,400	$8,500
009	Flagpole, fencing	434 Fernleaf Ave Sebring Florida 33870	102 - PITO	10/01/2021	10/01/2022	$20,300	$0
010	Highlands Government Center	540-600 S. Commerce Ave Sebring Florida 33870	111 - MNC	10/01/2021	10/01/2022	$8,297,500	$2,124,800

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
011	Flagpole, lighting, signage	600 S. Commerce Ave Sebring Florida 33870	102 - PITO	10/01/2021	10/01/2022	$47,000	$0
012	Child Advocacy Center	1000 S. Highlands Ave Sebring Florida 33870	119 - JM	10/01/2021	10/01/2022	$1,307,100	$238,300
013	Flagpole, signage, benches	1000 S. Highlands Ave Sebring Florida 33870	102 - PITO	10/01/2021	10/01/2022	$4,000	$0
014	Abuse Shelter	728 N. Ridgewood Drive Sebring Florida 33870	119 - JM	10/01/2021	10/01/2022	$368,200	$38,300
015	Sebring Heartland Library	319 W. Center Ave Sebring Florida 33870	119 - JM	10/01/2021	10/01/2022	$2,610,500	$3,255,000
016	Flagpole, lighting, benches	319 W. Center Ave Sebring Florida 33870	102 - PITO	10/01/2021	10/01/2022	$5,200	$0
017	Gazebo	10 Lake June Clubhouse Road Sebring Florida 33870	101 - Frame	10/01/2021	10/01/2022	$9,200	$0
018	Sheriff Automotive Garage	4725 Kenilworth Ave Sebring Florida 33870	152 - NC	10/01/2021	10/01/2022	$313,900	$53,800
019	Car Wash Shed	4725 Kenilworth Ave Sebring Florida 33870	152 - NC	10/01/2021	10/01/2022	$36,100	$0
020	Equipment Storage A	4725 Kenilworth Ave Sebring Florida 33870	101 - Frame	10/01/2021	10/01/2022	$31,300	$0
021	Equipment Storage B	4725 Kenilworth Ave Sebring Florida 33870	101 - Frame	10/01/2021	10/01/2022	$24,400	$0
022	Bike Storage	4725 Kenilworth Ave Sebring Florida 33870	152 - NC	10/01/2021	10/01/2022	$8,700	$0
023	Vehicle Shelter	4725 Kenilworth Ave Sebring Florida 33870	152 - NC	10/01/2021	10/01/2022	$118,200	$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
024	Lighting, fencing	4725 Kenilworth Ave Sebring Florida 33870	102 - PITO	10/01/2021	10/01/2022	$32,000	$0
025	Air Compressor	4725 Kenilworth Ave Sebring Florida 33870	243 - Electrical Equipment	10/01/2021	10/01/2022	$1,500	$0
026	Fuel Tank	4725 Kenilworth Ave Sebring Florida 33870	223 - On Ground Liquid Storage Tank	10/01/2021	10/01/2022	$1,800	$0
027	Red Cross Building	436 Palmetto Ave Sebring Florida 33870	101 - Frame	10/01/2021	10/01/2022	$80,300	$17,000
028	Sheriffs Storage (Old Pre trial office)	452 Palmetto Ave Sebring Florida 33870	101 - Frame	10/01/2021	10/01/2022	$87,200	$11,000
029	Agra-Center Main Building	4509 George Blvd Sebring Florida 33870	111 - MNC	10/01/2021	10/01/2022	$2,524,200	$105,000
030	Maintenance Storage	4509 George Blvd Sebring Florida 33870	101 - Frame	10/01/2021	10/01/2022	$54,800	$16,000
031	Restrooms	4509 George Blvd Sebring Florida 33870	119 - JM	10/01/2021	10/01/2022	$20,600	$0
032	Horse Stable 1	4509 George Blvd Sebring Florida 33870	101 - Frame	10/01/2021	10/01/2022	$73,700	$0
033	Horse Stable 2	4509 George Blvd Sebring Florida 33870	101 - Frame	10/01/2021	10/01/2022	$97,800	$0
034	Press Box	4509 George Blvd Sebring Florida 33870	101 - Frame	10/01/2021	10/01/2022	$27,700	$0
035	Green House	4509 George Blvd Sebring Florida 33870	152 - NC	10/01/2021	10/01/2022	$12,200	$0
036	Storage Shed 1	4509 George Blvd Sebring Florida 33870	101 - Frame	10/01/2021	10/01/2022	$2,600	$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
037	Storage Shed 2	4509 George Blvd Sebring Florida 33870	101 - Frame	10/01/2021	10/01/2022	$5,800	$0
038	Storage Shed 3	4509 George Blvd Sebring Florida 33870	101 - Frame	10/01/2021	10/01/2022	$11,900	$0
039	Storage Shed 4	4509 George Blvd Sebring Florida 33870	101 - Frame	10/01/2021	10/01/2022	$11,200	$0
040	Flagpole, gate, lighting, sinage, fencing, picnic tables, chairs,	4509 George Blvd Sebring Florida 33870	102 - PITO	10/01/2021	10/01/2022	$74,800	$0
041	Generator	4509 George Blvd Sebring Florida 33870	244 - Mechanical Equipment	10/01/2021	10/01/2022	$43,200	$0
042	Irrigation Green House	4509 George Blvd Sebring Florida 33870	152 - NC	10/01/2021	10/01/2022	$11,200	$0
043	Health Department Main Building	7205 S. George Blvd Sebring Florida 33875	111 - MNC	10/01/2021	10/01/2022	$3,937,700	$398,300
044	Storage Shed 1	7205 S. George Blvd Sebring Florida 33875	101 - Frame	10/01/2021	10/01/2022	$4,200	$5,500
045	Modular Storage Unit 1	7205 S. George Blvd Sebring Florida 33875	101 - Frame	10/01/2021	10/01/2022	$43,500	$23,000
046	Modular Storage Unit 2	7205 S. George Blvd Sebring Florida 33875	101 - Frame	10/01/2021	10/01/2022	$43,500	$23,000
047	Storage Shed 8	7205 S. George Blvd Sebring Florida 33875	101 - Frame	10/01/2021	10/01/2022	$5,900	$0
048	Flagpole, lighting, signage, benches, monuments	7205 S. George Blvd Sebring Florida 33875	102 - PITO	10/01/2021	10/01/2022	$41,000	$0
049	Generator	7205 S. George Blvd Sebring Florida 33875	244 - Mechanical Equipment	10/01/2021	10/01/2022	$138,700	$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
050	Walk-in Cooler	7205 S. George Blvd Sebring Florida 33875	243 - Electrical Equipment	10/01/2021	10/01/2022	$6,000	$0
051	Shed 2	800 Sheriffs Tower Road Sebring Florida 33870	119 - JM	10/01/2021	10/01/2022	$5,500	$30,300
052	HC Sports Complex MAIN Concession/RR/Pressbox SB Fields	200 Sheriffs Tower Road Sebring Florida 33870	119 - JM	10/01/2021	10/01/2022	$689,200	$60,000
053	HC Sports Complex Maintenance Shop/Pistol Range Concession Stand -	200 Sheriffs Tower Road Sebring Florida 33870	152 - NC	10/01/2021	10/01/2022	$147,000	$56,800
054	Maintenance Storage	216 Sheriffs Tower Road Sebring Florida 33870	131 - FR	10/01/2021	10/01/2022	$28,200	$0
055	4 Pavilions	216 Sheriffs Tower Road Sebring Florida 33870	119 - JM	10/01/2021	10/01/2022	$32,600	$0
056	10 Dugouts	216 Sheriffs Tower Road Sebring Florida 33870	152 - NC	10/01/2021	10/01/2022	$34,900	$0
057	Fencing	216 Sheriffs Tower Road Sebring Florida 33870	102 - PITO	10/01/2021	10/01/2022	$101,400	$0
058	Dugouts Bleacher	216 Sheriffs Tower Road Sebring Florida 33870	102 - PITO	10/01/2021	10/01/2022	$19,000	$0
059	Metal Lighting	216 Sheriffs Tower Road Sebring Florida 33870	243 - Electrical Equipment	10/01/2021	10/01/2022	$374,300	$0
060	5 Baseball Fields Fencing and Foul Poles	216 Sheriffs Tower Road Sebring Florida 33870	102 - PITO	10/01/2021	10/01/2022	$48,000	$0
061	Picnic Tables and 2 field goals	216 Sheriffs Tower Road Sebring Florida 33870	102 - PITO	10/01/2021	10/01/2022	$11,200	$0
062	Main Office for Animal Control	7300 Haywood Taylor Blvd Sebring Florida 33876	119 - JM	10/01/2021	10/01/2022	$110,500	$35,000

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
063	Kennel 1	7300 Airport Road Sebring Florida 33876	101 - Frame	10/01/2021	10/01/2022	$78,300	$0
064	Kennel 2	7300 Airport Road Sebring Florida 33876	119 - JM	10/01/2021	10/01/2022	$66,000	$0
065	Kennel 3	7300 Airport Road Sebring Florida 33876	101 - Frame	10/01/2021	10/01/2022	$63,200	$0
066	Storage 1	7300 Airport Road Sebring Florida 33876	119 - JM	10/01/2021	10/01/2022	$18,300	$0
067	Storage 2	7300 Airport Road Sebring Florida 33876	101 - Frame	10/01/2021	10/01/2022	$4,500	$0
068	New Storage 3	7300 Airport Road Sebring Florida 33876	101 - Frame	10/01/2021	10/01/2022	$9,000	$0
069	Pump House	7300 Airport Road Sebring Florida 33876	251 - Pump/Lift Station	10/01/2021	10/01/2022	$9,300	$25,800
070	Signage, fencing, gate and concrete wall	7300 Airport Road Sebring Florida 33876	102 - PITO	10/01/2021	10/01/2022	$27,000	$0
071	Desoto City VFD #18	4612 De Soto Road Sebring Florida 33870	152 - NC	10/01/2021	10/01/2022	$220,100	$24,500
072	Firehouse Lincoln Heights-Parks & Rec	450 School Street Sebring Florida 33870	119 - JM	10/01/2021	10/01/2022	$83,900	$0
073	Fencing	450 School Street Sebring Florida 33870	102 - PITO	10/01/2021	10/01/2022	$8,300	$0
074	Pavilion	500 School Street Sebring Florida 33870	101 - Frame	10/01/2021	10/01/2022	$6,000	$0
075	Firehouse Sun N Lakes VFDP	460 S. Sun N Lakes Blvd Lake Placid Florida 33872	119 - JM	10/01/2021	10/01/2022	$732,200	$50,000

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
076	Storage Shed	460 S. Sun N Lakes Blvd Lake Placid Florida 33872	101 - Frame	10/01/2021	10/01/2022	$10,900	$0
077	Pump House	460 S. Sun N Lakes Blvd Lake Placid Florida 33872	251 - Pump/Lift Station	10/01/2021	10/01/2022	$12,300	$31,000
078	Signage	460 S. Sun N Lakes Blvd Lake Placid Florida 33872	102 - PITO	10/01/2021	10/01/2022	$4,100	$0
079	West Sebring VFD #1	2300 Longview Court Sebring Florida 33870	131 - FR	10/01/2021	10/01/2022	$269,700	$23,600
080	Pavilion	2300 Longview Court Sebring Florida 33870	119 - JM	10/01/2021	10/01/2022	$14,000	$0
081	Storage Shed	2300 Longview Court Sebring Florida 33870	101 - Frame	10/01/2021	10/01/2022	$13,800	$0
082	New Storage	2300 Longview Court Sebring Florida 33870	152 - NC	10/01/2021	10/01/2022	$32,700	$0
083	Flagpole, fencing	2300 Longview Court Sebring Florida 33870	102 - PITO	10/01/2021	10/01/2022	$3,500	$0
084	Firehouse - West Sebring VFD #10	3517 Hammock Road Sebring Florida 33876	119 - JM	10/01/2021	10/01/2022	$596,200	$98,200
085	Firehouse - Highlands VFD	2450 CR 64 East Avon Park Florida 33825	152 - NC	10/01/2021	10/01/2022	$160,200	$14,700
086	Arbuckle Creek Landfill Admin Bldg	12700 Arbuckle Creek Road Sebring Florida 33870	101 - Frame	10/01/2021	10/01/2022	$169,000	$40,000
087	Shop Building & Generator	12700 Arbuckle Creek Road Sebring Florida 33870	152 - NC	10/01/2021	10/01/2022	$164,100	$85,000
088	Ristricted Storage	12700 Arbuckle Creek Road Sebring Florida 33870	101 - Frame	10/01/2021	10/01/2022	$25,600	$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
089	Ristricted Storage #2	12700 Arbuckle Creek Road Sebring Florida 33870	101 - Frame	10/01/2021	10/01/2022	$4,100	$0
090	Small Utility Shed	12700 Arbuckle Creek Road Sebring Florida 33870	101 - Frame	10/01/2021	10/01/2022	$3,000	$0
091	Water Chlorination Building	12700 Arbuckle Creek Road Sebring Florida 33870	101 - Frame	10/01/2021	10/01/2022	$3,300	$77,300
092	Scale House & Generator	12700 Arbuckle Creek Road Sebring Florida 33870	119 - JM	10/01/2021	10/01/2022	$58,200	$9,200
093	Sand Filter Storage	12700 Arbuckle Creek Road Sebring Florida 33870	101 - Frame	10/01/2021	10/01/2022	$11,900	$6,100
094	Sand Filters	12700 Arbuckle Creek Road Sebring Florida 33870	223 - On Ground Liquid Storage Tank	10/01/2021	10/01/2022	$496,600	$145,600
095	Methane Stack and Shelter	12700 Arbuckle Creek Road Sebring Florida 33870	152 - NC	10/01/2021	10/01/2022	$85,400	$12,500
096	Methane Stack	12700 Arbuckle Creek Road Sebring Florida 33870	152 - NC	10/01/2021	10/01/2022	$1,900	$0
097	Used Oil Storage	12700 Arbuckle Creek Road Sebring Florida 33870	101 - Frame	10/01/2021	10/01/2022	$20,800	$3,000
098	Map and File Building	12700 Arbuckle Creek Road Sebring Florida 33870	101 - Frame	10/01/2021	10/01/2022	$9,000	$0
099	Ashpalt Plant	12700 Arbuckle Creek Road Sebring Florida 33870	131 - FR	10/01/2021	10/01/2022	$3,400,000	$0
100	Cell 1A Lift Station	12700 Arbuckle Creek Road Sebring Florida 33870	251 - Pump/Lift Station	10/01/2021	10/01/2022	$41,600	$0
101	Shelter for Lift 1A	12700 Arbuckle Creek Road Sebring Florida 33870	152 - NC	10/01/2021	10/01/2022	$1,900	$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
102	Gate, flagpole, signage, fencing	12700 Arbuckle Creek Road Sebring Florida 33870	102 - PITO	10/01/2021	10/01/2022	$137,000	$0
103	Scales	12700 Arbuckle Creek Road Sebring Florida 33870	244 - Mechanical Equipment	10/01/2021	10/01/2022	$100,000	$0
104	Radio Tower	12700 Arbuckle Creek Road Sebring Florida 33870	236 - Broadcast Towers	10/01/2021	10/01/2022	$13,700	$0
105	Tank	12700 Arbuckle Creek Road Sebring Florida 33870	223 - On Ground Liquid Storage Tank	10/01/2021	10/01/2022	$9,500	$0
106	Asphalt Plant Generator	12700 Arbuckle Creek Road Sebring Florida 33870	244 - Mechanical Equipment	10/01/2021	10/01/2022	$340,000	$0
107	Cell 1B Lift Station & Generator	12700 Arbuckle Creek Road Sebring Florida 33870	251 - Pump/Lift Station	10/01/2021	10/01/2022	$182,600	$0
108	Shelter for Lift 1B	12700 Arbuckle Creek Road Sebring Florida 33870	152 - NC	10/01/2021	10/01/2022	$4,500	$0
109	Master Lift Station/Flare & Generator	12700 Arbuckle Creek Road Sebring Florida 33870	251 - Pump/Lift Station	10/01/2021	10/01/2022	$216,800	$0
110	Large Canopy for Master Lift	12700 Arbuckle Creek Road Sebring Florida 33870	152 - NC	10/01/2021	10/01/2022	$4,100	$0
111	Small Canopy for Master Lift	12700 Arbuckle Creek Road Sebring Florida 33870	152 - NC	10/01/2021	10/01/2022	$1,900	$0
112	Agriculture Well & Generator	12700 Arbuckle Creek Road Sebring Florida 33870	251 - Pump/Lift Station	10/01/2021	10/01/2022	$135,500	$0
113	Duplex Pump Station	12700 Arbuckle Creek Road Sebring Florida 33870	251 - Pump/Lift Station	10/01/2021	10/01/2022	$14,100	$0
114	Tri-plex Pump Station	12700 Arbuckle Creek Road Sebring Florida 33870	251 - Pump/Lift Station	10/01/2021	10/01/2022	$41,600	$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
115	Pavilion 1	12700 Arbuckle Creek Road Sebring Florida 33870	152 - NC	10/01/2021	10/01/2022	$2,900	$0
116	Pavilion 2	12700 Arbuckle Creek Road Sebring Florida 33870	152 - NC	10/01/2021	10/01/2022	$2,900	$0
117	Pavilion 3	12700 Arbuckle Creek Road Sebring Florida 33870	152 - NC	10/01/2021	10/01/2022	$4,700	$0
118	Metal Storage Building	12700 Arbuckle Creek Road Sebring Florida 33870	152 - NC	10/01/2021	10/01/2022	$36,000	$20,000
119	Avon Park Heartland Library	100 N Museum Ave Avon Park Florida 33825	111 - MNC	10/01/2021	10/01/2022	$1,524,200	$1,350,000
120	Flagpole, lighting	100 Museum Ave Avon Park Florida 33825	102 - PITO	10/01/2021	10/01/2022	$16,000	$0
121	Avon Park Landfill Scale House	C-627 and C17A Avon Park Florida 33825	119 - JM	10/01/2021	10/01/2022	$44,600	$0
122	Avon Park Health Dept. (old Tax Collector Bldg)	400 South Lake Avenue Avon Park Florida 33825	119 - JM	10/01/2021	10/01/2022	$647,300	$138,100
123	EMS Station	51 Wilhite St Avon Park Florida 33825	119 - JM	10/01/2021	10/01/2022	$157,900	$14,200
124	Pavilion A - Lake Glenda Fishing Pier	2213 Highway 27 North Avon Park Florida 33825	101 - Frame	10/01/2021	10/01/2022	$8,000	$0
125	Pavilion B - Lake Glenda Fishing Pier	2213 Highway 27 North Avon Park Florida 33825	101 - Frame	10/01/2021	10/01/2022	$6,100	$0
126	Fencing, picnic tables	2213 Highway 27 North Avon Park Florida 33825	102 - PITO	10/01/2021	10/01/2022	$11,000	$0
127	Wood Dock	2213 Highway 27 North Avon Park Florida 33825	257 - Waterfront Structures	10/01/2021	10/01/2022	$13,500	$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
128	County Maintenance Bldg/Voting	1115 E. Winthrop Street Avon Park Florida 33825	119 - JM	10/01/2021	10/01/2022	$166,900	$0
129	Road and Bridge Building	1115 E. Winthrop Street Avon Park Florida 33825	152 - NC	10/01/2021	10/01/2022	$185,500	$30,000
130	Lighting, fencing	1115 E. Winthrop Street Avon Park Florida 33825	102 - PITO	10/01/2021	10/01/2022	$86,000	$0
131	Generator	1115 E. Winthrop Street Avon Park Florida 33825	244 - Mechanical Equipment	10/01/2021	10/01/2022	$77,400	$0
132	Fuel Pumps Shelter	1115 E. Winthrop Street Avon Park Florida 33825	152 - NC	10/01/2021	10/01/2022	$61,000	$0
133	4-Steel 12,000 Gallon Fuel Tanks	1115 E. Winthrop Street Avon Park Florida 33825	223 - On Ground Liquid Storage Tank	10/01/2021	10/01/2022	$112,000	$0
134	Firehouse - Highlands Lake	2840 Highlands Blvd. Avon Park Florida 33825	152 - NC	10/01/2021	10/01/2022	$348,600	$28,000
135	Flagpole, lighting, signage	2840 Highlands Blvd. Avon Park Florida 33825	102 - PITO	10/01/2021	10/01/2022	$4,100	$0
136	Generator	2840 Highlands Blvd. Avon Park Florida 33825	244 - Mechanical Equipment	10/01/2021	10/01/2022	$31,800	$0
137	DeSoto Community Center	6305 CR 17 South Sebring Florida 33876	119 - JM	10/01/2021	10/01/2022	$101,000	$0
138	Pavilion	6305 CR 17 South Sebring Florida 33876	101 - Frame	10/01/2021	10/01/2022	$11,100	$0
139	Fencing, gates, bleachers, picnic tables, grills	6305 CR 17 South Sebring Florida 33876	102 - PITO	10/01/2021	10/01/2022	$20,800	$0
140	Baseball diamond including fencing and backstop	6305 CR 17 South Sebring Florida 33876	102 - PITO	10/01/2021	10/01/2022	$17,600	$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
141	Dugouts	6305 CR 17 South Sebring Florida 33876	119 - JM	10/01/2021	10/01/2022	$5,000	$0
142	Hazardous Waste Building 1	6000 Skipper Road Sebring Florida 33876	101 - Frame	10/01/2021	10/01/2022	$26,800	$4,300
143	Hazardous Waste Building 2	6000 Skipper Road Sebring Florida 33876	101 - Frame	10/01/2021	10/01/2022	$8,300	$0
144	Scale House	6000 Skipper Road Sebring Florida 33876	119 - JM	10/01/2021	10/01/2022	$73,100	$25,000
145	Storage Shed	6000 Skipper Road Sebring Florida 33876	101 - Frame	10/01/2021	10/01/2022	$6,700	$0
146	Recycling Shed	6000 Skipper Road Sebring Florida 33876	101 - Frame	10/01/2021	10/01/2022	$548,300	$61,900
147	Adiministation Office	6000 Skipper Road Sebring Florida 33876	101 - Frame	10/01/2021	10/01/2022	$167,700	$55,800
148	Pole Barn	6000 Skipper Road Sebring Florida 33876	101 - Frame	10/01/2021	10/01/2022	$29,600	$2,000
149	Electronic Hanger Storage	6000 Skipper Road Sebring Florida 33876	152 - NC	10/01/2021	10/01/2022	$50,600	$0
150	Storage Shed 2	6000 Skipper Road Sebring Florida 33876	101 - Frame	10/01/2021	10/01/2022	$6,200	$1,000
151	Lighting, fencing, gates	6000 Skipper Road Sebring Florida 33876	102 - PITO	10/01/2021	10/01/2022	$145,000	$0
152	Weigh Scale	6000 Skipper Road Sebring Florida 33876	244 - Mechanical Equipment	10/01/2021	10/01/2022	$152,500	$0
153	Deck	6000 Skipper Road Sebring Florida 33876	101 - Frame	10/01/2021	10/01/2022	$2,400	$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
154	Lake Placid Health Dept. Sheriff Sub Station	106 N. Main Street Lake Placid Florida 33852	111 - MNC	10/01/2021	10/01/2022	$1,816,200	$225,000
155	Flagpole	101 N. Main Street Lake Placid Florida 33852	102 - PITO	10/01/2021	10/01/2022	$2,100	$0
156	Generator	101 N. Main Street Lake Placid Florida 33852	244 - Mechanical Equipment	10/01/2021	10/01/2022	$49,600	$0
157	Lake Placid Tax Collector main building	11 North Pine Ave Lake Placid Florida 33852	119 - JM	10/01/2021	10/01/2022	$240,100	$45,000
158	Flagpole, signage	11 North Pine Ave Lake Placid Florida 33852	102 - PITO	10/01/2021	10/01/2022	$4,700	$0
159	Lake Placid EMS main building	17 W. Royal Palm Lake Placid Florida 33852	119 - JM	10/01/2021	10/01/2022	$87,900	$11,000
160	Radio Equipment Shelter	17 W. Royal Palm Lake Placid Florida 33852	131 - FR	10/01/2021	10/01/2022	$49,100	$150,000
161	Fencing	17 W. Royal Palm Lake Placid Florida 33852	102 - PITO	10/01/2021	10/01/2022	$5,400	$0
162	Generator	17 W. Royal Palm Lake Placid Florida 33852	244 - Mechanical Equipment	10/01/2021	10/01/2022	$39,400	$0
163	Lake Placid Radio Tower	17 W. Royal Palm Lake Placid Florida 33852	236 - Broadcast Towers	10/01/2021	10/01/2022	$240,910	$0
164	Lake Placid Library	47 W Interlake Blvd Lake Placid Florida 33852	119 - JM	10/01/2021	10/01/2022	$1,505,100	$1,300,000
165	Lighting, fencing bike rack	47 Park Drive Lake Placid Florida 33852	102 - PITO	10/01/2021	10/01/2022	$12,500	$0
166	Gazebo	47 Park Drive Lake Placid Florida 33852	101 - Frame	10/01/2021	10/01/2022	$14,000	$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
167	Leisure Lakes VFD	1231 Lake Josephine Dr. Sebring Florida 33852	101 - Frame	10/01/2021	10/01/2022	$123,290	$0
168	Firehouse - Lake Placid VFD	11 West interlake Blvd Lake Placid Florida 33852	152 - NC	10/01/2021	10/01/2022	$419,800	$35,000
169	Firehouse Garage	31 W. Hibiscus Lake Placid Florida 33852	152 - NC	10/01/2021	10/01/2022	$212,300	$28,000
170	Flagpole	11 West Interlake Blvd Lake Placid Florida 33852	102 - PITO	10/01/2021	10/01/2022	$2,100	$0
171	R&B Office	1815 East SR 621 Lake Placid Florida 33852	119 - JM	10/01/2021	10/01/2022	$99,100	$10,000
172	Shop Building	1815 East SR 621 Lake Placid Florida 33852	152 - NC	10/01/2021	10/01/2022	$130,900	$18,000
173	Fencing, gates	1815 East SR 621 Lake Placid Florida 33852	102 - PITO	10/01/2021	10/01/2022	$49,900	$0
174	Fuel Pump Station	1815 East SR 621 Lake Placid Florida 33852	251 - Pump/Lift Station	10/01/2021	10/01/2022	$28,500	$0
175	Generator	1815 East SR 621 Lake Placid Florida 33852	244 - Mechanical Equipment	10/01/2021	10/01/2022	$31,800	$0
176	Firehouse - Leisure Lakes VFD	2874 Lake June Blvd Lake Placid Florida 33852	119 - JM	10/01/2021	10/01/2022	$629,300	$30,000
177	Firehouse - Park Placid Lake VFD	300 Washington Blvd Lake Placid Florida 33852	131 - FR	10/01/2021	10/01/2022	$526,800	$40,000
178	Flagpole	2874 Lake June Blvd Lake Placid Florida 33852	102 - PITO	10/01/2021	10/01/2022	$2,600	$0
179	Firehouse - Highlands Park Station 33	1317 Columbus Street Lake Placid Florida 33852	152 - NC	10/01/2021	10/01/2022	$220,900	$22,000

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
180	Garage	1317 Columbus Street Lake Placid Florida 33852	101 - Frame	10/01/2021	10/01/2022	$19,600	$5,500
181	Storage Shed	1317 Columbus Street Lake Placid Florida 33852	152 - NC	10/01/2021	10/01/2022	$9,100	$16,000
182	Water Storage Tank	1317 Columbus Street Lake Placid Florida 33852	223 - On Ground Liquid Storage Tank	10/01/2021	10/01/2022	$45,000	$0
183	Flagpole	1317 Columbus Street Lake Placid Florida 33852	102 - PITO	10/01/2021	10/01/2022	$4,100	$0
184	Shelter	121 Josephine Ave Lake Placid Florida 33852	119 - JM	10/01/2021	10/01/2022	$14,600	$0
185	Lighting, signage, fencing, gates	121 Josephine Ave Lake Placid Florida 33852	102 - PITO	10/01/2021	10/01/2022	$95,000	$0
186	Playground Equipment	121 Josephine Ave Lake Placid Florida 33852	102 - PITO	10/01/2021	10/01/2022	$38,400	$0
187	Dugouts	121 Josephine Ave Lake Placid Florida 33852	101 - Frame	10/01/2021	10/01/2022	$9,400	$0
188	Baseball diamond including backstop	121 Josephine Ave Lake Placid Florida 33852	101 - Frame	10/01/2021	10/01/2022	$2,100	$0
189	Basketball Backboards	121 Josephine Ave Lake Placid Florida 33852	101 - Frame	10/01/2021	10/01/2022	$9,600	$0
190	Bleachers	121 Josephine Ave Lake Placid Florida 33852	101 - Frame	10/01/2021	10/01/2022	$2,900	$0
191	Pavilion @ Red Beach Lake Park	Commerce Drive DeSoto Florida 33870	101 - Frame	10/01/2021	10/01/2022	$9,300	$0
192	Fencing, picnic tables, grills	Commerce Drive DeSoto Florida 33870	102 - PITO	10/01/2021	10/01/2022	$3,300	$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
193	Wood Dock	Commerce Drive DeSoto Florida 33870	257 - Waterfront Structures	10/01/2021	10/01/2022	$15,500	$0
194	Bishop Park - Restroom/Clubhouse	10 Lake June Clubhouse Road Lake Placid Florida 33876	101 - Frame	10/01/2021	10/01/2022	$557,300	$0
195	Storage Building	10 Lake June Clubhouse Road Lake Placid Florida 33876	119 - JM	10/01/2021	10/01/2022	$12,800	$0
196	Pavilion	10 Lake June Clubhouse Road Lake Placid Florida 33876	101 - Frame	10/01/2021	10/01/2022	$18,200	$0
197	Pump House	10 Lake June Clubhouse Road Lake Placid Florida 33876	251 - Pump/Lift Station	10/01/2021	10/01/2022	$7,100	$1,000
198	Flagpole, volleyball court, benches, lighting, signage, fencing, picnic tables	10 Lake June Clubhouse Road Lake Placid Florida 33876	102 - PITO	10/01/2021	10/01/2022	$33,000	$0
199	Basketball Court including 2 backboards	10 Lake June Clubhouse Road Lake Placid Florida 33876	102 - PITO	10/01/2021	10/01/2022	$2,400	$0
200	Concrete Dock	10 Lake June Clubhouse Road Lake Placid Florida 33876	257 - Waterfront Structures	10/01/2021	10/01/2022	$57,000	$0
201	Metal Dock	10 Lake June Clubhouse Road Lake Placid Florida 33876	257 - Waterfront Structures	10/01/2021	10/01/2022	$7,700	$0
202	Wood Dock including benches	10 Lake June Clubhouse Road Lake Placid Florida 33876	257 - Waterfront Structures	10/01/2021	10/01/2022	$28,000	$0
203	Playground Equipment	10 Lake June Clubhouse Road Lake Placid Florida 33876	102 - PITO	10/01/2021	10/01/2022	$10,000	$0
204	Sun n Lakes Club House	440 S Sun N Lakes Blvd Lake Placid Florida 33876	119 - JM	10/01/2021	10/01/2022	$764,900	$117,000
205	Pavilion	107 Tulip Ave Lake Placid Florida 33876	101 - Frame	10/01/2021	10/01/2022	$10,400	$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
206	Pump House	107 Tulip Ave Lake Placid Florida 33876	251 - Pump/Lift Station	10/01/2021	10/01/2022	$16,100	$3,000
207	Garage	107 Tulip Ave Lake Placid Florida 33876	119 - JM	10/01/2021	10/01/2022	$44,100	$10,500
208	Flagpole, lighting, signage, picnic tables, swing, horseshoe pits	107 Tulip Ave Lake Placid Florida 33876	102 - PITO	10/01/2021	10/01/2022	$80,000	$0
209	Basketball Backboards	107 Tulip Ave Lake Placid Florida 33876	102 - PITO	10/01/2021	10/01/2022	$4,800	$0
210	Baseball diamond including fencing	107 Tulip Ave Lake Placid Florida 33876	102 - PITO	10/01/2021	10/01/2022	$16,700	$0
211	Dugouts	107 Tulip Ave Lake Placid Florida 33876	101 - Frame	10/01/2021	10/01/2022	$6,000	$0
212	Bleachers	107 Tulip Ave Lake Placid Florida 33876	101 - Frame	10/01/2021	10/01/2022	$3,900	$0
213	Security Gate	107 Tulip Ave Lake Placid Florida 33876	102 - PITO	10/01/2021	10/01/2022	$2,000	$0
214	Wood Dock	107 Tulip Ave Lake Placid Florida 33876	257 - Waterfront Structures	10/01/2021	10/01/2022	$35,000	$0
215	Tennis Courts including fencing	107 Tulip Ave Lake Placid Florida 33876	102 - PITO	10/01/2021	10/01/2022	$18,000	$0
216	Shuffle Board Courts & 2 Pavilions	107 Tulip Ave Lake Placid Florida 33876	102 - PITO	10/01/2021	10/01/2022	$12,000	$0
217	Placid Lakes Recreation Area main building	Catfish Creek Road Lake Placid Florida 33852	119 - JM	10/01/2021	10/01/2022	$93,700	$0
218	Pavilion	Catfish Creek Road Lake Placid Florida 33852	119 - JM	10/01/2021	10/01/2022	$38,700	$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
219	Signage, fencing, benches, grills, picnic tables	Catfish Creek Road Lake Placid Florida 33852	102 - PITO	10/01/2021	10/01/2022	$28,500	$0
220	Playground Equipment	Catfish Creek Road Lake Placid Florida 33852	102 - PITO	10/01/2021	10/01/2022	$31,500	$0
221	Electronic Gate	Catfish Creek Road Lake Placid Florida 33852	244 - Mechanical Equipment	10/01/2021	10/01/2022	$1,700	$0
222	Wood Dock	Catfish Creek Road Lake Placid Florida 33852	257 - Waterfront Structures	10/01/2021	10/01/2022	$40,000	$0
223	Venus Fire Station	45 Venus Clubhouse Road Venus Florida 33870	119 - JM	10/01/2021	10/01/2022	$98,900	$23,400
224		45 Venus Clubhouse Road Venus Florida 33870	119 - JM	10/01/2021	10/01/2022	$259,600	$0
225	Pavilion	45 Venus Clubhouse Road Venus Florida 33870	101 - Frame	10/01/2021	10/01/2022	$12,600	$0
226	Fire Station Training Center	45 Venus Clubhouse Road Venus Florida 33870	101 - Frame	10/01/2021	10/01/2022	$76,900	$0
227	Lighting, picnic tables	45 Venus Clubhouse Road Venus Florida 33870	102 - PITO	10/01/2021	10/01/2022	$2,400	$0
228	Lorida Community Center	1900 Oak Ave Lorida Florida 33870	119 - JM	10/01/2021	10/01/2022	$279,600	$12,000
229	Concession Stand	1900 Oak Ave Lorida Florida 33870	131 - FR	10/01/2021	10/01/2022	$22,100	$0
230	Pump House	1900 Oak Ave Lorida Florida 33870	251 - Pump/Lift Station	10/01/2021	10/01/2022	$7,300	$24,500
231	Pavilion	1900 Oak Ave Lorida Florida 33870	119 - JM	10/01/2021	10/01/2022	$34,300	$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
232	Lighting, animal bouncer, monkey bars, basketball backboards, grills,	1900 Oak Ave Lorida Florida 33870	102 - PITO	10/01/2021	10/01/2022	$18,000	$0
233	Dugouts	1900 Oak Ave Lorida Florida 33870	101 - Frame	10/01/2021	10/01/2022	$12,800	$0
234	Baseball Diamond including fencing	1900 Oak Ave Lorida Florida 33870	102 - PITO	10/01/2021	10/01/2022	$17,100	$0
235	Lorida Fire House	1172 US 98 Lorida Florida 33870	152 - NC	10/01/2021	10/01/2022	$295,700	$31,800
236	Pump House	1172 US 98 Lorida Florida 33870	251 - Pump/Lift Station	10/01/2021	10/01/2022	$6,800	$28,600
237	Flagpole, lighting, signage	1172 US 98 Lorida Florida 33870	102 - PITO	10/01/2021	10/01/2022	$3,600	$0
238	Water Tank	1172 US 98 Lorida Florida 33870	223 - On Ground Liquid Storage Tank	10/01/2021	10/01/2022	$50,300	$0
239	Stone Monument	1172 US 98 Lorida Florida 33870	102 - PITO	10/01/2021	10/01/2022	$5,600	$0
240	Istokpoga Park Shower & Restroom	Istokpoga Park Sebring Florida 33870	119 - JM	10/01/2021	10/01/2022	$36,500	$0
241	Pump House	Istokpoga Park Sebring Florida 33870	251 - Pump/Lift Station	10/01/2021	10/01/2022	$9,700	$0
242	Display Booth	Istokpoga Park Sebring Florida 33870	101 - Frame	10/01/2021	10/01/2022	$7,300	$0
243	Lighting, grills, litter receptacles, picnic tables, entrance gate	Istokpoga Park Access Road Sebring Florida 33870	102 - PITO	10/01/2021	10/01/2022	$19,700	$0
244	Dock 2	Istokpoga Park Access Road Sebring Florida 33870	257 - Waterfront Structures	10/01/2021	10/01/2022	$2,500	$0

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245	Boat Ramp Dock	Istokpoga Park Access Road Sebring Florida 33870	257 - Waterfront Structures	10/01/2021	10/01/2022	$2,500	$0
246	Wood Dock	Istokpoga Park Access Road Sebring Florida 33870	257 - Waterfront Structures	10/01/2021	10/01/2022	$250,000	$0
247	Storage Shed	3750 St. Road 31 Punta Gorda Florida 33982	101 - Frame	10/01/2021	10/01/2022	$7,200	$5,000
248	New Scale House	3750 St. Road 31 Punta Gorda Florida 33982	101 - Frame	10/01/2021	10/01/2022	$45,500	$5,000
249	Fencing	3750 St. Road 31 Punta Gorda Florida 33982	101 - Frame	10/01/2021	10/01/2022	$6,500	$0
250	Scale	3750 St. Road 31 Punta Gorda Florida 33982	244 - Mechanical Equipment	10/01/2021	10/01/2022	$58,000	$0
251	PW Complex - Administration/Maintenance Shop	4320-4344 George Blvd Sebring Florida 33875	152 - NC	10/01/2021	10/01/2022	$1,455,300	$456,900
252	Chemical Storage	4320-4344 George Blvd Sebring Florida 33875	101 - Frame	10/01/2021	10/01/2022	$15,200	$0
253	Runoff Containment	4320-4344 George Blvd Sebring Florida 33875	152 - NC	10/01/2021	10/01/2022	$89,000	$0
254	Canopy	4320-4344 George Blvd Sebring Florida 33875	152 - NC	10/01/2021	10/01/2022	$46,700	$0
255	Lighting, signage, fencing, electronic gate	4320-4344 George Blvd Sebring Florida 33875	102 - PITO	10/01/2021	10/01/2022	$146,000	$0
256	Fuel Pumps	4320-4344 George Blvd Sebring Florida 33875	251 - Pump/Lift Station	10/01/2021	10/01/2022	$36,400	$0
257	R&B Complex #2 Admin Office	4320-4344 George Blvd Sebring Florida 33875	119 - JM	10/01/2021	10/01/2022	$142,200	$10,000

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258	R&B Maintenance Facility	4320-4344 George Blvd Sebring Florida 33875	111 - MNC	10/01/2021	10/01/2022	$1,542,000	$155,000
259	East Garage	4320-4344 George Blvd Sebring Florida 33875	119 - JM	10/01/2021	10/01/2022	$163,200	$30,000
260	Windy Point Florida Game Residence	65 Windy Point Road Lake Placid Florida 33852	101 - Frame	10/01/2021	10/01/2022	$105,400	$31,300
261	Park Restroom	660 Highlands Lake Drive Lake Placid Florida 33852	119 - JM	10/01/2021	10/01/2022	$88,200	$0
262	Pavilion 1	660 Highlands Lake Drive Lake Placid Florida 33852	119 - JM	10/01/2021	10/01/2022	$7,100	$0
263	Pavilion 2	660 Highlands Lake Drive Lake Placid Florida 33852	119 - JM	10/01/2021	10/01/2022	$7,100	$0
264	Pump House	660 Highlands Lake Drive Lake Placid Florida 33852	251 - Pump/Lift Station	10/01/2021	10/01/2022	$7,700	$6,000
265	Pavilion 3	660 Highlands Lake Drive Lake Placid Florida 33852	119 - JM	10/01/2021	10/01/2022	$39,600	$0
266	Pavilion 4	660 Highlands Lake Drive Lake Placid Florida 33852	119 - JM	10/01/2021	10/01/2022	$74,100	$0
267	Signage, fencing, litter receptacles, benches, picnic tables	660 Highlands Lake Drive Lake Placid Florida 33852	102 - PITO	10/01/2021	10/01/2022	$56,000	$0
268	Wood Docks	660 Highlands Lake Drive Lake Placid Florida 33852	257 - Waterfront Structures	10/01/2021	10/01/2022	$65,000	$0
269	Fire House Station 19 Desoto City	6800 West George Blvd Sebring Florida 33875	152 - NC	10/01/2021	10/01/2022	$1,676,500	$201,100
270	EOC Headquarters	6850 West George Blvd Sebring Florida 33875	111 - MNC	10/01/2021	10/01/2022	$1,409,400	$1,240,000

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
271	Flagpole, picnic tables, signage, fencing including electric gate, grills	6800 West George Blvd Sebring Florida 33875	102 - PITO	10/01/2021	10/01/2022	$27,000	$0
272	Pavilion 3	6800 West George Blvd Sebring Florida 33875	119 - JM	10/01/2021	10/01/2022	$19,000	$0
273	Satellite dishes	6850 West George Blvd Sebring Florida 33875	243 - Electrical Equipment	10/01/2021	10/01/2022	$41,000	$0
274	EOC Radio Tower	6850 West George Blvd Sebring Florida 33875	236 - Broadcast Towers	10/01/2021	10/01/2022	$57,600	$0
275	Mobile Generators	6850 West George Blvd Sebring Florida 33875	244 - Mechanical Equipment	10/01/2021	10/01/2022	$69,000	$0
276	Generator trailers	6850 West George Blvd Sebring Florida 33875	101 - Frame	10/01/2021	10/01/2022	$30,000	$0
277	Carpenter Shop (Old P&R Bldg)	4320-4344 George Blvd Sebring Florida 33875	152 - NC	10/01/2021	10/01/2022	$474,900	$123,200
278	PW Weed Control	4320-4344 George Blvd Sebring Florida 33875	152 - NC	10/01/2021	10/01/2022	$317,000	$34,000
279	Traffic Operations	4320-4344 George Blvd Sebring Florida 33875	131 - FR	10/01/2021	10/01/2022	$954,600	$249,500
280	Utility Vehicle Shed	4320-4344 George Blvd Sebring Florida 33875	101 - Frame	10/01/2021	10/01/2022	$40,000	$15,000
281	Sign Storage	4320-4344 George Blvd Sebring Florida 33875	101 - Frame	10/01/2021	10/01/2022	$14,700	$10,000
282	Facilities Management office	636 Fernleaf Ave Sebring Florida 33870	119 - JM	10/01/2021	10/01/2022	$228,900	$16,000
283	Storage Warehouse	636 Fernleaf Ave Sebring Florida 33870	152 - NC	10/01/2021	10/01/2022	$210,400	$82,200

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
284	Facilities Storage Shed	636 Fernleaf Ave Sebring Florida 33870	101 - Frame	10/01/2021	10/01/2022	$14,900	$0
285	Placid Lakes Community Center	2010 Placid Lakes Blvd Lake Placid Florida 33852	101 - Frame	10/01/2021	10/01/2022	$207,800	$16,000
286	Pavilion	2010 Placid Lakes Blvd Lake Placid Florida 33852	119 - JM	10/01/2021	10/01/2022	$21,600	$0
287	Flagpole, picnic tables, grills	2010 Placid Lakes Blvd Lake Placid Florida 33852	102 - PITO	10/01/2021	10/01/2022	$4,700	$0
288	Pavilion @ Lake Francis Park	Clover Leaf Road Lake Placid Florida 33852	101 - Frame	10/01/2021	10/01/2022	$10,300	$0
289	Wood Dock	Clover Leaf Road Lake Placid Florida 33852	257 - Waterfront Structures	10/01/2021	10/01/2022	$9,500	$0
290	Picnic Tables	Clover Leaf Road Lake Placid Florida 33852	102 - PITO	10/01/2021	10/01/2022	$900	$0
291	Basketball backboards, 6 seat swing set, slides, animal Bouncer,	School Street Sebring Florida 33870	102 - PITO	10/01/2021	10/01/2022	$31,000	$0
292	Baseball diamond including backstop and fencing	School Street Sebring Florida 33870	102 - PITO	10/01/2021	10/01/2022	$26,000	$0
293	Dugouts	School Street Sebring Florida 33870	101 - Frame	10/01/2021	10/01/2022	$9,600	$0
294	Wood Dock at Lake Henry Park	Lake Henry Road Lake Placid Florida 33852	257 - Waterfront Structures	10/01/2021	10/01/2022	$5,000	$0
295	Picnic Tables	Lake Henry Road Lake Placid Florida 33852	102 - PITO	10/01/2021	10/01/2022	$2,100	$0
296	Pavilion at Istokpoga Cowhouse Park	Lakeshore Drive Lorida Florida 33857	101 - Frame	10/01/2021	10/01/2022	$11,300	$0

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297	Signage, fencing, picnic tables, litter receptacles, grills	Lakeshore Drive Lorida Florida 33857	102 - PITO	10/01/2021	10/01/2022	$3,700	$0
298	Avon Park Annex Tax Collector office	116 E. Main Street Avon Park Florida 33825	119 - JM	10/01/2021	10/01/2022	$582,900	$125,000
299	Signage	116 E. Main Street Avon Park Florida 33825	102 - PITO	10/01/2021	10/01/2022	$5,600	$0
300	Jaycee's Clubhouse	2692 SR 17 Avon Park Florida 33825	152 - NC	10/01/2021	10/01/2022	$114,500	$0
301	Highlands Park Estates Clubhouse	91 Deerglen Blvd Lake Placid Florida 33852	119 - JM	10/01/2021	10/01/2022	$400,534	$0
302	Signage, fencing, gates, animal bouncer, 6 seat swing set, grills,	91 Deerglen Blvd Lake Placid Florida 33852	102 - PITO	10/01/2021	10/01/2022	$37,700	$0
303	Concrete Dock including railing	91 Deerglen Blvd Lake Placid Florida 33852	257 - Waterfront Structures	10/01/2021	10/01/2022	$73,000	$0
304	Kenilworth Business Center / Fire Rescue Headquarters	4500-4506 Kenilworth Blvd Sebring Florida 33870	111 - MNC	10/01/2021	10/01/2022	$1,792,700	$400,000
305	Fencing	4500-4506 Kenilworth Blvd Sebring Florida 33870	102 - PITO	10/01/2021	10/01/2022	$20,000	$0
306	Vetrans Building	7209 S. George Blvd Sebring Florida 33875	119 - JM	10/01/2021	10/01/2022	$316,700	$128,000
307	Avon Park Youth Academy TOWER	242 South Blvd Avon Park Florida 33825	236 - Broadcast Towers	10/01/2021	10/01/2022	$46,100	$0
308	Avon Park Youth Academy Equipment Building	242 South Blvd Avon Park Florida 33825	131 - FR	10/01/2021	10/01/2022	$45,500	$150,000
309	Brighton Tower & Generator	24203 St Rd 70 East Okecechobee Florida 34974	236 - Broadcast Towers	10/01/2021	10/01/2022	$57,600	$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
310	Avon Park Tower & Generator	2502 US 27 S Avon Park Florida 33825	236 - Broadcast Towers	10/01/2021	10/01/2022	$46,100	$0
311	Avon Park Tower Site Bldg	2502 US 27 S Avon Park Florida 33825	111 - MNC	10/01/2021	10/01/2022	$45,000	$165,000
312	Sheriffs Tower Prime Site & Generator	800 Sheriffs Tower Road Sebring Florida 33870	236 - Broadcast Towers	10/01/2021	10/01/2022	$180,000	$125,000
313	Animal Pens & Storage	7300 Haywood Taylor Blvd Sebring Florida 33876	119 - JM	10/01/2021	10/01/2022	$186,300	$125,000
314	Storage 4	7300 Haywood Taylor Blvd Sebring Florida 33876	101 - Frame	10/01/2021	10/01/2022	$4,800	$0
315	Pole Barn	7300 Haywood Taylor Blvd Sebring Florida 33876	101 - Frame	10/01/2021	10/01/2022	$73,900	$0
316	HC Sports Complex MULTI USE Concession/RR/Press box FB Field	200 Sherrifs Tower Road Sebring Florida 33870	119 - JM	10/01/2021	10/01/2022	$257,700	$5,000
317	PW Complex - Parks & Recs Bldg	4320-4344 George Blvd Sebring Florida 33875	152 - NC	10/01/2021	10/01/2022	$365,300	$20,000
318	Firehouse Highlands Pk Sta 33 Bldg 2	1317 Columbus Street Lake Placid Florida 33852	119 - JM	10/01/2021	10/01/2022	$312,400	$105,000
319	Rosewood Emergency Generator (PU 37)	50 Rosewood Drive Lake Placid Florida 33852	244 - Mechanical Equipment	10/01/2021	10/01/2022	$250,000	$0
320	Public Defender's Building	510 Fernleaf Avenue Sebring Florida 33870	119 - JM	10/01/2021	10/01/2022	$458,800	$0
321	Maintenance Shop	200 Sheriffs Tower Road Sebring Florida 33870	152 - NC	10/01/2021	10/01/2022	$158,460	$0
322	Venus Tower & Generator	45 Venus Clubhouse Road Venus Florida 33870	236 - Broadcast Towers	10/01/2021	10/01/2022	$57,600	$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
323	Venus Tower Site - Equipment Shelter	45 Venus Clubhouse Road Venus Florida 33870	131 - FR	10/01/2021	10/01/2022	$45,500	$150,000
324	Brighton Tower Site - Equipment Shelter	24203 St Rd 70 East Okecechobee Florida 34974	131 - FR	10/01/2021	10/01/2022	$40,000	$150,000
325	Sheriffs Tower Site - Equipment Shelter	100 Sheriffs Tower Road Sebring Florida 33870	152 - NC	10/01/2021	10/01/2022	$45,000	$1,215,356
326	Avon Park Tower Site - Equipment Shelter	2502 US 27 S Avon Park Florida 33825	131 - FR	10/01/2021	10/01/2022	$70,900	$150,000
327	Frostproof Tower Site - Equipment Shelter(Contents Only)	4401 US Hwy 98 West Frostproof Florida 33843	152 - NC	10/01/2021	10/01/2022	$0	$100,372
328	Lake Placid Radio Tower & Generator	17 W. Royal Palm Lake Placid Florida 33852	236 - Broadcast Towers	10/01/2021	10/01/2022	$45,600	$0
329	Lake Placid Tower Site - Equipment Shelter	17 W. Royal Palm Lake Placid Florida 33852	131 - FR	10/01/2021	10/01/2022	$45,000	$638,376
330	Sheriffs Dept Facilities / Maintenance	428 Palmetto Ave Sebring Florida 33870	119 - JM	10/01/2021	10/01/2022	$86,500	$10,500
331	Sheriffs Compound & Generator Building	400 South Eucalyptus Street Sebring Florida 33870	111 - MNC	10/01/2021	10/01/2022	$8,666,700	$1,653,600
332	Sebring Parkway EMS Station	230 Peach Street Sebring Florida 33870	119 - JM	10/01/2021	10/01/2022	$414,900	$50,000
333	EMS Station	4212 Sun N' Lake Blvd Sebring Florida 33872	119 - JM	10/01/2021	10/01/2022	$724,900	$50,000
334	Placid Lakes Sign, Located at Entrance	Washington Blvd & Placid View Drive Lake Placid Florida 33852	102 - PITO	10/01/2021	10/01/2022	$12,500	$0
335	Generator and 4 Propane Tanks	106 N. Main Street Lake Placid Florida 33852	244 - Mechanical Equipment	10/01/2021	10/01/2022	$72,200	$0

Loc #	Description	Address	Const Type	Eff. Date	Term. Date	Building Value	Contents value
336	Parks and Facilities Equipment	4320-4344 George Blvd Sebring Florida 33875	101 - Frame	10/01/2021	10/01/2022	$5,000	$0

Total	$119,002,294	$25,536,104
TIV	$144,538,398.00	

Preferred® PGIT GOVERNMENTAL INSURANCE TRUST

Vehicle Schedule

Agreement Period: 10/01/2021 through 10/01/2022

COVERED PARTY: Highlands County, a Political Subdivision of the State of Florida

AGREEMENT NO.: PK FL1 0281028 21-14

AGENCY: Public Risk Insurance Advisors

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
001	Dodge	Grand Caravan SE	Health Unit - HD963	10/01/2021	1,000	10/01/2021	10/01/2022	$30,100
	2010	2D4RN4DE2AR343442	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
002	Chevrolet	Uplander	Fac Mgmt - BC578	10/01/2021	1,000	10/01/2021	10/01/2022	$13,815
	2007	1GNDV231X7D132213	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
003	Ford	Explorer SUV	Administration - CAE162	10/01/2021	1,000	10/01/2021	10/01/2022	$16,500
	2006	1FMEU62E56UB54092	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
004	Jeep	Vans, Pickups/Light	Fac Mgmt - BC553	10/01/2021	1,000	10/01/2021	10/01/2022	$7,599
	2005	2FZMAS81AJ40096	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
005	Ford	Vans, Pickups/Light	Prop Appr - TA1054	10/01/2021	1,000	10/01/2021	10/01/2022	$12,796
	2006	1FTRX14W26FB80885	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
006	Ford	Vans, Pickups/Light	Prop Appr - TA1091	10/01/2021	1,000	10/01/2021	10/01/2022	$12,536
	2008	1FMEU51E98UB34619	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
007	Ford	PPV	Prop Appr - TA1092	10/01/2021	1,000	10/01/2021	10/01/2022	$16,118
	2008	1FMCU03138KE77572	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
008	Jeep	Vans, Pickups/Light	Library - SEL228	10/01/2021	1,000	10/01/2021	10/01/2022	$3,699
	1999	1J4FT28S1XL540737	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
009	Chevrolet	Vans, Pickups/Light	Fac Mgmt - BC554	10/01/2021	1,000	10/01/2021	10/01/2022	$6,345
	2000	1GBJG31F5Y1123615	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
010	Ford	F250 Super Duty	Fac Mgmt - BC523	10/01/2021	1,000	10/01/2021	10/01/2022	$10,196
	2007	1FDNF20597EA47337	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
011	Ford	F-150	Fire Rescue - VFD554	10/01/2021	1,000	10/01/2021	10/01/2022	$4,617
	2001	1FTRF18W81NB13509	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
012	Ford	F-150	Fire Rescue - VFD555	10/01/2021	1,000	10/01/2021	10/01/2022	$6,063
	2001	1FTRW08WX1KB07528	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
013	Ford	F-250 SD	Fire Rescue - VFD564	10/01/2021	1,000	10/01/2021	10/01/2022	$13,546
	2007	1FTSX21587EA72703	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
014	Ford	Vans, Pickups/Light	Fire Rescue - VFD568	10/01/2021	1,000	10/01/2021	10/01/2022	$15,820
	2008	1FTSX2X21538EB8548 9	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
015	Ford	Ranger	Zoning - ZD107	10/01/2021	1,000	10/01/2021	10/01/2022	$9,752
	2007	1FTYR15E47PA10065	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
016	Ford	Vans, Pickups/Light	Zoning - ZD120	10/01/2021	1,000	10/01/2021	10/01/2022	$13,776
	2008	1FTRX14W98FC27719	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
017	Forest Rive	Trailer	Fire Rescue - CD1110	10/01/2021	1,000	10/01/2021	10/01/2022	$15,154
	2008	5NHULF8338U215724	Trailer - NO CHARGE	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
018	Dodge	F-250 SD	Emer Mmgt - CD1053	10/01/2021	1,000	10/01/2021	10/01/2022	$10,527
	2005	3D7KS28C35G844085	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
019	Loudo	TRAILER	Emer Mmgt - CD1054	10/01/2021	1,000	10/01/2021	10/01/2022	$9,254
	2006	13624	Trailer - NO CHARGE	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
020	Loudo	TRAILER	Emer Mmgt - CD1055	10/01/2021	1,000	10/01/2021	10/01/2022	$9,254
	2006	13625	Trailer - NO CHARGE	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
021	Wells Cargo	TRAILER	EMS - EMS651	10/01/2021	1,000	10/01/2021	10/01/2022	$9,948
	2006	1WC200J2561113645	Trailer - NO CHARGE	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
022	Ford	F-250 SD	Fire Rescue - VFD588	10/01/2021	1,000	10/01/2021	10/01/2022	$13,546
	2007	1FTSX21567EA72702	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
023	Unknown	TRAILER	Emer Mmgt - CD1105	10/01/2021	1,000	10/01/2021	10/01/2022	$9,236
	2007	42780	Trailer - NO CHARGE	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
024	nternationa	Medium Trk	Fire Rescue - CD1111	10/01/2021	1,000	10/01/2021	10/01/2022	$37,057
	2008	1HTMWSKK29H12722 80	Heavy Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
025	Unknown	TRAILER	Fire Rescue - CD1122	10/01/2021	1,000	10/01/2021	10/01/2022	$15,514
	2009	5NHULF8359U216200	Trailer - NO CHARGE	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
026	Express	Trailer	Fire Rescue - VFD582	10/01/2021	1,000	10/01/2021	10/01/2022	$5,286
	2010	5GLBE2029AC000269	Trailer - NO CHARGE	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
027	Ford	F-250 SD	Refuse Disp - LF298	10/01/2021	1,000	10/01/2021	10/01/2022	$5,222
	1999	1FTNX21F1XEB61390	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
028	Unknown	Trailer	Parks Dept - PR188	10/01/2021	1,000	10/01/2021	10/01/2022	$1,567
	2004	10400601202043088	Trailer - NO CHARGE	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
029	Ford	Explorer	Engineering - CE1728	10/01/2021	1,000	10/01/2021	10/01/2022	$6,390
	2002	1FMZU72E52UA19678	Medium Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
030	Jeep	Grand Cherokee	Engineering - CE1806	10/01/2021	1,000	10/01/2021	10/01/2022	$7,599
	2005	1J4GR48K95C710824	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
031	Ford	Escape 4x4	Engineering - CE1818	10/01/2021	1,000	10/01/2021	10/01/2022	$12,584
	2007	1FMYU931X7KA09878	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
032	Ford	Escape 4x4	Engineering - CE1820	10/01/2021	1,000	10/01/2021	10/01/2022	$12,584
	2007	1FMYU93117KA09879	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
033	Ford	Ranger	Refuse Disp - LF283	10/01/2021	1,000	10/01/2021	10/01/2022	$9,744
	2007	1FTYR15E87PA10067	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
034	Ford	Explorer	Refuse Disp - LF306	10/01/2021	1,000	10/01/2021	10/01/2022	$8,691
	2007	1FMEU73EX7UB64882	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
035	Utility	Trailer	Rds & Bridges - RB1549	10/01/2021	1,000	10/01/2021	10/01/2022	$1,740
	1980	7t93587003	Trailer - NO CHARGE	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
036	Unknown	Trailer	Rds & Bridges - RB1574	10/01/2021	1,000	10/01/2021	10/01/2022	$3,273
	1997	1H9ACD629V4127219	Trailer - NO CHARGE	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
037	Unknown	Trailer	Rds & Bridges - RB1575	10/01/2021	1,000	10/01/2021	10/01/2022	$3,273
	1997	1H9ACD625V4127220	Trailer - NO CHARGE	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
038	Unknown	Trailer	Rds & Bridges - RB1576	10/01/2021	1,000	10/01/2021	10/01/2022	$3,273
	1997	1H9ACD627V4127221	Trailer - NO CHARGE	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
039	Unknown	Trailer	Rds & Bridges - RB1584	10/01/2021	1,000	10/01/2021	10/01/2022	$6,859
	1999	DLBT5011000990124	Trailer - NO CHARGE	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
040	Ford	F-550	Rds & Bridges - RB1627	10/01/2021	1,000	10/01/2021	10/01/2022	$5,892
	1999	1FDAW56F6XEB40445	Heavy Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
041	Ford	Vans, Pickups/Light	Refuse Disp - LF293	10/01/2021	1,000	10/01/2021	10/01/2022	$3,720
	1999	1FTRF18WXYNA90629	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
042	Ford	F-350 SD	Rds & Bridges - RB1631	10/01/2021	1,000	10/01/2021	10/01/2022	$5,060
	1999	1FDWW36F0XED05478	Medium Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
043	Ford	Vans, Pickups/Light	Rds & Bridges - RB1666	10/01/2021	1,000	10/01/2021	10/01/2022	$4,794
	2000	2FTRF08W9YCA58546	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
044	Ford	F700	Rds & Bridges - RB1706	10/01/2021	1,000	10/01/2021	10/01/2022	$2,984
	1993	1FDPK74C1PVA04038	Heavy Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
045	Sterling	Heavy Truck	Rds & Bridges - RB2030	10/01/2021	1,000	10/01/2021	10/01/2022	$24,795
	2001	2FZHATAK01AH71927	Heavy Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
046	Ford	F-150	Rds & Bridges - RB2058	10/01/2021	1,000	10/01/2021	10/01/2022	$4,789
	2001	2FTRF08W51CA99827	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
047	Sterling	Heavy Truck	Rds & Bridges - RB2060	10/01/2021	1,000	10/01/2021	10/01/2022	$21,916
	2002	2FZAAMBV72AJ80606	Heavy Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
048	Freightliner	Heavy Truck	Rds & Bridges - RB2066	10/01/2021	1,000	10/01/2021	10/01/2022	$20,183
	2002	1FVABSBV72HJ57228	Heavy Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
049	Chevrolet	Silverado 1500	Rds & Bridges - RB2088	10/01/2021	1,000	10/01/2021	10/01/2022	$5,274
	2003	1GCEK14V23Z290611	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
050	Chevrolet	Silverado 1500	Rds & Bridges - RB2090	10/01/2021	1,000	10/01/2021	10/01/2022	$5,274
	2003	1GCEK14V93Z289987	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
051	Ford	F-750	Rds & Bridges - RB2101	10/01/2021	1,000	10/01/2021	10/01/2022	$10,855
	2003	3FRXF75N54V660139	Heavy Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
052	Freightliner	Medium Trk	Rds & Bridges - RB2138	10/01/2021	1,000	10/01/2021	10/01/2022	$59,107
	2006	1FVAC2DC86HV17394	Heavy Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
053	Ford	F-150	Rds & Bridges - RB2148	10/01/2021	1,000	10/01/2021	10/01/2022	$10,991
	2006	1FTVF14536NA86786	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
054	Ford	F-150	Rds & Bridges - RB2149	10/01/2021	1,000	10/01/2021	10/01/2022	$10,991
	2006	1FTVF145X6NA86784	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
055	Unknown	TRAILER	Rds & Bridges - RB2154	10/01/2021	1,000	10/01/2021	10/01/2022	$2,763
	2006	5LBBE162561009970	Trailer - NO CHARGE	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
056	Sterling	Heavy Truck	Rds & Bridges - RB2155	10/01/2021	1,000	10/01/2021	10/01/2022	$44,870
	2007	2FZHATDC17AY31417	Heavy Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
057	Sterling	Heavy Truck	Rds & Bridges - RB2156	10/01/2021	1,000	10/01/2021	10/01/2022	$44,870
	2007	2FZHATDC37AY31418	Heavy Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
058	Sterling	Heavy Truck	Rds & Bridges - RB2157	10/01/2021	1,000	10/01/2021	10/01/2022	$44,870
	2007	2FZHATDC57AY31319	Heavy Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
059	Unknown	Trailer	Rds & Bridges - RB2165	10/01/2021	1,000	10/01/2021	10/01/2022	$2,030
	2006	4Y3UC122265016275	Trailer - NO CHARGE	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
060	Unknown	TRAILER	Rds & Bridges - RB2175	10/01/2021	1,000	10/01/2021	10/01/2022	$23,917
	2006	1T9P718216P394199	Trailer - NO CHARGE	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
061	Mack	Extra Heavy Trk	Rds & Bridges - RB2179	10/01/2021	1,000	10/01/2021	10/01/2022	$64,130
	2007	1M2AG11C77M052738	Heavy Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
062	Mack	Extra Heavy Trk	Rds & Bridges - RB2180	10/01/2021	1,000	10/01/2021	10/01/2022	$67,849
	2007	1M1AJ07Y07N011834	Heavy Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
063	nternationa	Heavy Truck	Rds & Bridges - RB2181	10/01/2021	1,000	10/01/2021	10/01/2022	$17,850
	1995	1HTSCAAM0SDH229356	Heavy Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
064	Ford	F-150	Rds & Bridges - RB2182	10/01/2021	1,000	10/01/2021	10/01/2022	$14,675
	2007	1FTRW14W57FB43429	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
065	Ford	Escape	Rds & Bridges - RB2183	10/01/2021	1,000	10/01/2021	10/01/2022	$11,637
	2008	1FMCU92Z48KA70551	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
066	Ford	F-150	Rds & Bridges - RB2185	10/01/2021	1,000	10/01/2021	10/01/2022	$11,091
	2007	1FTRF14W97NA76629	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
067	Ford	F-150	Rds & Bridges - RB2188	10/01/2021	1,000	10/01/2021	10/01/2022	$11,091
	2007	1FTRF14W87NA77285	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
068	Ford	F-150	Rds & Bridges - RB2189	10/01/2021	1,000	10/01/2021	10/01/2022	$11,091
	2007	1FTRF14WX7NA77286	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
069	Ford	Vans, Pickups/Light	Rds & Bridges - RB2190	10/01/2021	1,000	10/01/2021	10/01/2022	$11,091
	2007	1FTRE14W17NA77287	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
070	Dodge	Ram 3500	Rds & Bridges - RB2199	10/01/2021	1,000	10/01/2021	10/01/2022	$22,858
	2007	3D6WH48A07G833708	Medium Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
071	Dodge	Ram 3500	Rds & Bridges - RB2200	10/01/2021	1,000	10/01/2021	10/01/2022	$22,858
	2007	3D6WH48A27G833709	Medium Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
072	Mack	Heavy Truck	Rds & Bridges - RB2233	10/01/2021	1,000	10/01/2021	10/01/2022	$14,000
	1991	1M2AA12Y1MW010626	Heavy Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
073	nternationa	Heavy Truck	Rds & Bridges - RB2238	10/01/2021	1,000	10/01/2021	10/01/2022	$72,431
	2007	1HTMMAAPX7H392555	Heavy Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
074	Dodge	Ram 1500	Rds & Bridges - RB2239	10/01/2021	1,000	10/01/2021	10/01/2022	$13,251
	2008	1D7HU16N88J224936	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
075	Ford	F-250 SD	R & B Crew - RB2247	10/01/2021	1,000	10/01/2021	10/01/2022	$23,601
	2009	1FTSF21R69EA61126	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
076	Unknown	Trailer	Rds & Bridges - RB2261	10/01/2021	1,000	10/01/2021	10/01/2022	$11,935
	2009	1TKA053268M046895	Trailer - NO CHARGE	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
077	Mack	Heavy Truck	Rds & Bridges - RB2267	10/01/2021	1,000	10/01/2021	10/01/2022	$101,007
	2011	1M2AXO4C7BM009595	Heavy Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Agreed Value
078	Unknown	Trailer	Rds & Bridges - RB2277	10/01/2021	1,000	10/01/2021	10/01/2022	$10,512
	2010	1B9AA1426A1309672	Trailer - NO CHARGE	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
079	GMC	GMC C7H064	Rds & Bridges - RB85	10/01/2021	1,000	10/01/2021	10/01/2022	$5,809
	1990	1GDT7H4J4LJ609421	Heavy Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
080	Unknown	Trailer	Rds & Bridges - RB1572	10/01/2021	1,000	10/01/2021	10/01/2022	$1,134
	1996	CTL824107T5007466	Trailer - NO CHARGE	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
081	Ford	F-550	Rds & Bridges - RB2348	10/01/2021	1,000	10/01/2021	10/01/2022	$5,880
	1999	1FDaW56F4XEb40444	Heavy Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
082	Ford	F-350 SD	R & B Crew - RB1630	10/01/2021	1,000	10/01/2021	10/01/2022	$4,439
	1999	1FDWF36F9XEDQ5477	Medium Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
083	GMC	Medium Trk	Maint. Shop - RB1703	10/01/2021	1,000	10/01/2021	10/01/2022	$10,051
	1992	1FDPK74P8NVA09044	Heavy Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
084	Ford	Heavy Truck	R & B Crew - RB2150	10/01/2021	1,000	10/01/2021	10/01/2022	$17,696
	2001	3FDXF75R91MA58714	Heavy Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
085	Elite	Trailer	Rds & Bridges - RB2206	10/01/2021	1,000	10/01/2021	10/01/2022	$1,530
	2007	5THBV20227L001593	Trailer - NO CHARGE	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
086	Unknown	Trailer	Rds & Bridges - RB2257	10/01/2021	1,000	10/01/2021	10/01/2022	$1,199
	2009	4YMUL06189G013315	Trailer - NO CHARGE	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
087	Ford	Vans, Pickups/Light	Fac Mgmt - BC556	10/01/2021	1,000	10/01/2021	10/01/2022	$11,091
	2007	1FTRF14W77NA76628	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
088	Dodge	Ram 3500	Maint. Shop - RB2186	10/01/2021	1,000	10/01/2021	10/01/2022	$34,181
	2007	3D6WH46A17G814491	Medium Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
089	Dodge	Medium Trk	Maint. Shop - RB2187	10/01/2021	1,000	10/01/2021	10/01/2022	$34,181
	2007	3D6WH46A37G814492	Heavy Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
090	Chevrolet	Silverado 3500HD	Maint. Shop - RB2248	10/01/2021	1,000	10/01/2021	10/01/2022	$22,279
	2009	1GBJK74689F151723	Medium Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
091	Ford	Medium Trk	Parks Dept - PR230	10/01/2021	1,000	10/01/2021	10/01/2022	$48,577
	2005	1HTWBAAN7UJ038172	Heavy Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
092	Dodge	RAM 1500	Traffic Ops - CE1807	10/01/2021	1,000	10/01/2021	10/01/2022	$7,554
	2005	1D7HU18D55J635923	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
093	GMC	W6R042	Traffic Ops - CE1825	10/01/2021	1,000	10/01/2021	10/01/2022	$10,056
	1992	J8DH6A1U9N3100062	Heavy Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
094	Ford	F-150	Traffic Ops - CE1836	10/01/2021	1,000	10/01/2021	10/01/2022	$12,068
	2007	1FTRX14W87NA77297	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
095	Dodge	Ram 3500	Traffic Ops - CE1837	10/01/2021	1,000	10/01/2021	10/01/2022	$18,203
	2007	3D6WH46A57G814493	Medium Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
096	Triple Crown	Trailer	Traffic Ops - CE1942	10/01/2021	1,000	10/01/2021	10/01/2022	$1,066
	2008	1XNC2014181026922	Trailer - NO CHARGE	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
097	Ford	F-350 SD	Mowing - RB2028	10/01/2021	1,000	10/01/2021	10/01/2022	$4,230
	2000	1FDWW36F21EA52686	Medium Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
098	Ford	F350 Crew	Mowing - RB2037	10/01/2021	1,000	10/01/2021	10/01/2022	$4,455
	2001	1FDWW36F91EA82347	Medium Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
099	Ford	F-350 SD	Mowing - RB2086	10/01/2021	1,000	10/01/2021	10/01/2022	$7,873
	2003	1FDWW36P83EC90229	Medium Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
100	GMC	C7H064	Shell Pit - RB84	10/01/2021	1,000	10/01/2021	10/01/2022	$5,809
	1990	1GDT7H4J3LJ609376	Heavy Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
101	Unknown	Trailer	Refuse Disp - LF111	10/01/2021	1,000	10/01/2021	10/01/2022	$9,071
	2000	DLBT5031000000103	Trailer - NO CHARGE	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
102	Ford	Heavy Truck	Refuse Disp - LF200	10/01/2021	1,000	10/01/2021	10/01/2022	$15,959
	1992	1FDZU90X6NVA37430	Heavy Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
103	Ford	LT9000	Refuse Disp - LF218	10/01/2021	1,000	10/01/2021	10/01/2022	$1,200
	1995	1FTYU90X5SVA08576	Heavy Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
104	Ford	F-250 SD	Refuse Disp - LF220	10/01/2021	1,000	10/01/2021	10/01/2022	$14,558
	2008	1FTSX215X8EB85490	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
105	Mack	Heavy Truck	Refuse Disp - LF245	10/01/2021	1,000	10/01/2021	10/01/2022	$27,563
	2002	1M1AA18482W145403	Heavy Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
106	Ford	F-550	Maint. Shop - RB2284	10/01/2021	1,000	10/01/2021	10/01/2022	$52,958
	2009	1FDAX57R39EA50727	Heavy Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
107	Sterling	Heavy Truck	Recyc Ops - RC145	10/01/2021	1,000	10/01/2021	10/01/2022	$18,172
	1999	2FZXKCXB0XAA66943	Heavy Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
108	Ford	Econoline	Recyc Ops - RC191	10/01/2021	1,000	10/01/2021	10/01/2022	$9,316
	2001	1FTSE34F11HB30575	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
109	Ford	Vans, Pickups/Light	Recyc Ops - RC192	10/01/2021	1,000	10/01/2021	10/01/2022	$6,188
	2001	1FB5531F11HB30576	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
110	Sterling	Heavy Truck	Recyc Ops - RC218	10/01/2021	1,000	10/01/2021	10/01/2022	$65,662
	2006	2FZHAZCV06AV36426	Heavy Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
111	Jeep	Vans, Pickups/Light	Recyc Ops - RC220	10/01/2021	1,000	10/01/2021	10/01/2022	$7,347
	2005	1J4GS48K35C704540	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
112	Ford	F-350 SD	Recyc Ops - RC234	10/01/2021	1,000	10/01/2021	10/01/2022	$27,552
	2008	1FDWW37R68EE22024	Medium Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
113	Unknown	Trailer	Health Unit - HD715	10/01/2021	1,000	10/01/2021	10/01/2022	$1,632
	2001	4RMES14111F001360	Trailer - NO CHARGE	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
114	Ford	F-150	County Ext - AG248	10/01/2021	1,000	10/01/2021	10/01/2022	$10,630
	2006	1FTRX14W76NA95997	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
115	Ford	F-150	Health Unit - HD830	10/01/2021	1,000	10/01/2021	10/01/2022	$10,630
	2006	1FTRX14W06NA95999	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
116	Ford	F-150	Health Unit - HD831	10/01/2021	1,000	10/01/2021	10/01/2022	$10,630
	2006	1FTRX14W16NA96000	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
117	Ford	F-150	Refuse Disp - LF268	10/01/2021	1,000	10/01/2021	10/01/2022	$10,630
	2006	1FTRX14W36NA96001	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
118	Unknown	Trailer	Health Unit - HD897	10/01/2021	1,000	10/01/2021	10/01/2022	$4,549
	2007	5NHUEH6238U214430	Trailer - NO CHARGE	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
119	Dodge	Grand Caravan	Health Unit - HD955	10/01/2021	1,000	10/01/2021	10/01/2022	$13,228
	2009	2D8HN44EX9R687459	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
120	GMC	Vans, Pickups/Light	Health Unit - HD961	10/01/2021	1,000	10/01/2021	10/01/2022	$18,599
	2010	1GTSKTEO2AZ257705	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
121	GMC	Vans, Pickups/Light	Health Unit - HD962	10/01/2021	1,000	10/01/2021	10/01/2022	$18,599
	2010	1GTSKTEO8AZ255456	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
122	Ford	Vans, Pickups/Light	EMS - EMS549	10/01/2021	1,000	10/01/2021	10/01/2022	$12,995
	2007	1FMEU73837UB64880	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
123	Ford	Ambulance	EMS - EMS551	10/01/2021	1,000	10/01/2021	10/01/2022	$70,073
	2008	1FDXF47R98ED39522	Ambulance	10/01/2022	1,000	10/01/2021	10/01/2022	Agreed Value
124	Ford	Ambulance	EMS - EMS577	10/01/2021	1,000	10/01/2021	10/01/2022	$33,767
	2005	1GBJG316X91149094	Ambulance	10/01/2022	1,000	10/01/2021	10/01/2022	Agreed Value
125	Chevrolet	Ambulance	EMS - EMS583	10/01/2021	1,000	10/01/2021	10/01/2022	$56,292
	2010	1GB9G5B63A1100126	Ambulance	10/01/2022	1,000	10/01/2021	10/01/2022	Agreed Value
126	Ford	F-250 SD	Refuse Disp - LF282	10/01/2021	1,000	10/01/2021	10/01/2022	$15,085
	2008	1FTSX21548EE54003	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
127	Ford	Explorer SUV	Housing - CPS3	10/01/2021	1,000	10/01/2021	10/01/2022	$13,710
	2007	1FMEU63E47UB74236	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
128	Ford	F-150	Parks Dept - PR143	10/01/2021	1,000	10/01/2021	10/01/2022	$11,091
	2007	1FTRF14W57NA76630	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
129	Ford	F-350 SD	Parks Dept - PR114	10/01/2021	1,000	10/01/2021	10/01/2022	$10,183
	2003	1FDWX37P63EC90208	Medium Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
130	Chevrolet	Silverado 1500	Parks Dept - PR120	10/01/2021	1,000	10/01/2021	10/01/2022	$4,865
	2004	1GCEC14V24Z323976	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
131	Chevrolet	TBD	Parks Dept - PR123	10/01/2021	1,000	10/01/2021	10/01/2022	$11,700
	2005	1GBJCC39215E245261	Medium Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
132	Ford	F-150	Nat Resources - NR000020	10/01/2021	1,000	10/01/2021	10/01/2022	$9,316
	2006	1FTRF14W66NB62351	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
133	GMC	C7C042	Parks Dept - PR144	10/01/2021	1,000	10/01/2021	10/01/2022	$36,917
	2007	1GDM7C1B78F402746	Heavy Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
134	Interstate	Trailer	Parks Dept - PR146	10/01/2021	1,000	10/01/2021	10/01/2022	$8,737
	2007	1JKDLAQ4057M008948	Trailer - NO CHARGE	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
135	AOK	Trailer	Parks Dept - PR147	10/01/2021	1,000	10/01/2021	10/01/2022	$3,803
	2007	D001722	Trailer - NO CHARGE	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
136	Ford	F800	Parks Dept - PR70	10/01/2021	1,000	10/01/2021	10/01/2022	$4,854
	1997	1FDPF80C5VVA15072	Heavy Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
137	Ford	F-150	Parks Dept - PR121	10/01/2021	1,000	10/01/2021	10/01/2022	$8,050
	2004	1FTRW14W44KD17378	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
138	Ford	E-Series Wago	County Ext - AG244	10/01/2021	1,000	10/01/2021	10/01/2022	$11,021
	2008	1FBNE31L78DA59170	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
139	Dodge	Vans, Pickups/Light	Nat Resources - NR000009	10/01/2021	1,000	10/01/2021	10/01/2022	$18,003
	2009	3D3KS28T49G55315	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
140	Ford	F-350	Parks Dept - PR214	10/01/2021	1,000	10/01/2021	10/01/2022	$3,453
	1997	1FDKF38F5VEC16899	Medium Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
141	Ford	F-150	Refuse Disp - LF281	10/01/2021	1,000	10/01/2021	10/01/2022	$4,817
	2001	1FTRF18W61NB94932	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
142	Ford	F-350 SD	Coop Aq. Plant - WC73	10/01/2021	1,000	10/01/2021	10/01/2022	$16,326
	2007	1FDWF33P17EA47338	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
143	Chevrolet	Silverado 1500	Sports Complex - PR217	10/01/2021	1,000	10/01/2021	10/01/2022	$4,328
	2005	1GCEK14V65Z327713	Medium Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
144	Ford	F-250 SD	Coop Aq. Plant - WC76	10/01/2021	1,000	10/01/2021	10/01/2022	$18,092
	2008	1FTSF21R98EB94266	Medium Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
145	Ford	Vans, Pickups/Light	Refuse Disp - LF308	10/01/2021	1,000	10/01/2021	10/01/2022	$12,068
	2007	1FTRX14W27NAA77294	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
146	nternationa	Fire Truck	W Sebring FD - WSF38	10/01/2021	1,000	10/01/2021	10/01/2022	$112,000
	2001	1HTGLAET41H367424	Fire Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Agreed Value
147	Dodge	Vans, Pickups/Light	W Sebring FD - WSF44	10/01/2021	1,000	10/01/2021	10/01/2022	$18,463
	2004	3D7MU46C44G115206	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
148	Dodge	Ram 3500	W Sebring FD - WSF45	10/01/2021	1,000	10/01/2021	10/01/2022	$18,463
	2004	3D7MU46C64G115207	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
149	Haulmark	Fire Truck	W Sebring FD - WSF58	10/01/2021	1,000	10/01/2021	10/01/2022	$146,667
	2005	4EN6AAA8851000105	Fire Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Agreed Value
150	Unknown	Trailer	W Sebring FD - WSF86	10/01/2021	1,000	10/01/2021	10/01/2022	$1,340
	2009	1Z9BU162081330251	Trailer - NO CHARGE	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
151	Pierce	Fire Truck	Lake Placid FD - TLP125	10/01/2021	1,000	10/01/2021	10/01/2022	$52,500
	1994	4P1CA02G5RA000465	Fire Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Agreed Value
152	Ford	Fire Truck	Lake Placid FD - TLP4	10/01/2021	1,000	10/01/2021	10/01/2022	$23,100
	1995	1FDYW82E6SVA80155	Fire Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Agreed Value
153	Dodge	Ambulance	Lake Placid FD - TLP5	10/01/2021	1,000	10/01/2021	10/01/2022	$15,750
	1996	1B7MF36C9TS708601	Ambulance	10/01/2022	1,000	10/01/2021	10/01/2022	Agreed Value
154	Dodge	Fire Truck	Lake Placid FD - TLP91	10/01/2021	1,000	10/01/2021	10/01/2022	$27,783
	2001	3B6MF36621M502170	Fire Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Agreed Value
155	Dodge	Fire Truck	Lake Placid FD - TLP94	10/01/2021	1,000	10/01/2021	10/01/2022	$27,965
	2001	3B6MF36681M524660	Fire Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Agreed Value
156	Other	EMON Fire Truck	Lake Placid FD - TLP99	10/01/2021	1,000	10/01/2021	10/01/2022	$112,411
	2003	4ENRAAA8731006181	Fire Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Agreed Value
157	nternationa	Fire Truck	Highlands Lks VFD - HLF281	10/01/2021	1,000	10/01/2021	10/01/2022	$64,929
	2004	1HTMKADR74H680077	Fire Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Agreed Value
158	Ford	F-350 SD	Lorida Fire - LVF110	10/01/2021	1,000	10/01/2021	10/01/2022	$3,396
	1999	1FDWF37F3XEE27329	Medium Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
159	Ford	Fire Truck	Lorida Fire - LVFD32	10/01/2021	1,000	10/01/2021	10/01/2022	$6,506
	1999	1FDXW47F9XED68023	Fire Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Agreed Value
160	nternationa	Fire Truck	Lorida Fire - LVFD96	10/01/2021	1,000	10/01/2021	10/01/2022	$85,797
	2001	1HTSDADR71H292215	Fire Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Agreed Value
161	Ford	Fire Truck	Venus VFD - VVFD30	10/01/2021	1,000	10/01/2021	10/01/2022	$3,150
	1987	1FDYD80UVXHA50598	Fire Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Agreed Value
162	Ford	Fire Truck	Sun N Lake S - LPF101	10/01/2021	1,000	10/01/2021	10/01/2022	$19,740
	1991	1FDYK84AODMVA32997	Fire Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Agreed Value
163	Ford	Fire Truck	Sun N Lake S - HLP87	10/01/2021	1,000	10/01/2021	10/01/2022	$4,825
	1997	1FTHF36G5VEB91223	Fire Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Agreed Value
164	Ford	Fire Truck	Sun N Lake S - LPF151	10/01/2021	1,000	10/01/2021	10/01/2022	$135,661
	2001	4ENRRAA8111004097	Fire Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Agreed Value
165	Ford	Fire Truck	DeSoto Fire - DCF138	10/01/2021	1,000	10/01/2021	10/01/2022	$6,022
	1999	1FDXF47F7XEE273300	Fire Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Agreed Value
166	Ford	F450 4x4	DeSoto Fire - DCF169	10/01/2021	1,000	10/01/2021	10/01/2022	$17,305
	2001	1FDXF47F71EA90987	Fire Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Agreed Value
167	Ford	Fire Truck	DeSoto Fire - DCF181	10/01/2021	1,000	10/01/2021	10/01/2022	$21,968
	1994	1FDYR82E0RVA45208	Fire Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Agreed Value
168	Other	FEDE Fire Truck	DeSoto Fire - DCF62	10/01/2021	1,000	10/01/2021	10/01/2022	$30,230
	1991	46J7BAA86M1003685	Fire Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Agreed Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
169	Other	E-One Fire Truck	Highlands Lks VFD - HLF238	10/01/2021	1,000	10/01/2021	10/01/2022	$113,418
	2003	4ENRAAA8941007611	Fire Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Agreed Value
170	Dodge	Fire Truck	Highlands Lks VFD - HLF230	10/01/2021	1,000	10/01/2021	10/01/2022	$27,783
	2001	3B6MF36641M502171	Fire Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Agreed Value
171	Dodge	Fire Truck	Highlands Lks VFD - HLF234	10/01/2021	1,000	10/01/2021	10/01/2022	$27,965
	2001	3B6MF366X1M524661	Fire Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Agreed Value
172	nternationa	Fire Truck	Lorida Fire - LVF127	10/01/2021	1,000	10/01/2021	10/01/2022	$95,922
	2001	IHTSDADR82H500247	Fire Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Agreed Value
173	nternationa	Fire Truck	Highlands Lks VFD - HLF250	10/01/2021	1,000	10/01/2021	10/01/2022	$213,498
	2009	1HTWYAHT99J109834	Fire Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Agreed Value
174	Ford	Fire Truck	Placid Lks FD - FD17	10/01/2021	1,000	10/01/2021	10/01/2022	$9,450
	1989	1FDHF38G8KNB59418	Fire Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Agreed Value
175	Ford	Fire Truck	Placid Lks FD - FD33PL	10/01/2021	1,000	10/01/2021	10/01/2022	$10,290
	1979	F70CVEH0614	Fire Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Agreed Value
176	nternationa	Fire Truck	Placid Lks FD - PLF23	10/01/2021	1,000	10/01/2021	10/01/2022	$30,036
	1997	1MTSDADR8VH473796	Fire Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Agreed Value
177	E-One	Fire Truck	Placid Lks FD - PLF24	10/01/2021	1,000	10/01/2021	10/01/2022	$155,385
	2006	1HTWY4HT175393697	Fire Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Agreed Value
178	GMC	Vans, Pickups/Light	Placid Lks FD - PLF34	10/01/2021	1,000	10/01/2021	10/01/2022	$25,299
	2009	1GDHK74KX9F167778	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
179	Ford	Fire Truck	Venus VFD - VVFD37	10/01/2021	1,000	10/01/2021	10/01/2022	$16,489
	1987	1FDYT84A7HVA18856	Fire Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Agreed Value
180	Ford	Fire Truck	Leisure Lk FD - LLF095	10/01/2021	1,000	10/01/2021	10/01/2022	$21,975
	1994	1FDYR82E9RVA45207	Fire Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Agreed Value
181	nternationa	Fire Truck	Leisure Lk FD - LLF117	10/01/2021	1,000	10/01/2021	10/01/2022	$32,083
	1998	1HTSDADR3WH532254	Fire Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Agreed Value
182	Dodge	Emerg.	Leisure Lk FD - LLF131	10/01/2021	1,000	10/01/2021	10/01/2022	$27,965
	2001	3B6MF366X1M544523	Fire Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Agreed Value
183	Dodge	Emerg.	Leisure Lk FD - LLF132	10/01/2021	1,000	10/01/2021	10/01/2022	$27,966
	2001	3B6MF36681M544522	Fire Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Agreed Value
184	E-One	Fire Truck	Leisure Lk FD - LLF135	10/01/2021	1,000	10/01/2021	10/01/2022	$96,130
	2007	1HTMKAZR47H348515	Fire Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Agreed Value
185	Chevrolet	Fire Truck	Leisure Lk FD - LLF59	10/01/2021	1,000	10/01/2021	10/01/2022	$1,743
	1985	1GCGK24M3FF431813	Fire Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Agreed Value
186	Unknown	Heavy Truck	Highlands Pk FD - FD116	10/01/2021	1,000	10/01/2021	10/01/2022	$14,000
	1996	S427049189E001	Heavy Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
187	E-One	International 7600 Fire Truck	Leisure Lk FD - LLF161	10/01/2021	1,000	10/01/2021	10/01/2022	$358,503
	2015	3HAGSSNT4FL669791	Fire Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Agreed Value
188	Unknown	Trailer	Traffic Ops - CE2013	10/01/2021	1,000	10/01/2021	10/01/2022	$4,880
	2015	5VGFD2228FL002516	Trailer - NO CHARGE	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
189	nternationa	Fire Truck	Highlands Pk FD - HLP36	10/01/2021	1,000	10/01/2021	10/01/2022	$29,609
	1996	1HTSDADR3TH391827	Fire Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Agreed Value
190	Ford	F-550	Traffic Ops - CE1899	10/01/2021	1,000	10/01/2021	10/01/2022	$38,533
	2011	1FDUF5HT2BEC16610	Heavy Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
191	E-One	Fire Truck	W Sebring FD - WSF91	10/01/2021	1,000	10/01/2021	10/01/2022	$439,808
	2011	4EN6AAA82B1006347	Fire Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Agreed Value
192	Sterling	Heavy Truck	Rds & Bridges - RB2280	10/01/2021	1,000	10/01/2021	10/01/2022	$21,975
	1999	2FZXMJBB8XA982160	Heavy Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
193	Chevrolet	Silverado	Engineering - CE1905	10/01/2021	1,000	10/01/2021	10/01/2022	$20,669
	2011	1GCRKPEA9BZ393247	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
194	Unknown	Trailer	Rds & Bridges - RB2298	10/01/2021	1,000	10/01/2021	10/01/2022	$25,740
	2011	5HZBF16261LD11426	Trailer - NO CHARGE	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
195	Ford	Escape	Prop Appr - TA1136	10/01/2021	1,000	10/01/2021	10/01/2022	$16,921
	2012	1FMCU0DG2CKB0574 8	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
196	Ford	Escape	Prop Appr - TA1137	10/01/2021	1,000	10/01/2021	10/01/2022	$16,921
	2012	1FMCU0DG4CKB0574 9	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
197	Ford	PPV	Prop Appr - TA1138	10/01/2021	1,000	10/01/2021	10/01/2022	$16,921
	2012	1FMCU0DG4CKB0575 0	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
198	Ford	Fiesta	Health Unit - HD1031	10/01/2021	1,000	10/01/2021	10/01/2022	$11,335
	2012	3FADP4AFXCM208082	Private Passenger	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
199	Chevrolet	Equinox	Health Unit - HD1030	10/01/2021	1,000	10/01/2021	10/01/2022	$18,801
	2012	2GNFLCEK9C6336150	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
200	Ford	Explorer	Health Unit - HD1032	10/01/2021	1,000	10/01/2021	10/01/2022	$19,634
	2013	1FM5K7B87DGA84693	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
201	Mack	Heavy Truck	Rds & Bridges - RB2320	10/01/2021	1,000	10/01/2021	10/01/2022	$83,640
	2008	1M2AX09C28M003754	Heavy Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
202	Mack	Heavy Truck	Rds & Bridges - RB2319	10/01/2021	1,000	10/01/2021	10/01/2022	$66,500
	2006	1M2AG11C66M040420	Heavy Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
203	nternationa	Fire Truck	Highlands Pk FD - HLP57	10/01/2021	1,000	10/01/2021	10/01/2022	$91,000
	2005	1HTWGAZT85J129486	Fire Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Agreed Value
204	Chevrolet	Silverado	Engineering - CE1901	10/01/2021	1,000	10/01/2021	10/01/2022	$28,160
	2011	1GC1KVC81BF211852	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
205	Chevrolet	Silverado 3500HD	R & B Crew - RB2278	10/01/2021	1,000	10/01/2021	10/01/2022	$38,685
	2011	1GB4KZCL6BF114322	Medium Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
206	Chevrolet	Silverado 3500HD	R & B Crew - RB2279	10/01/2021	1,000	10/01/2021	10/01/2022	$38,685
	2011	1GB4KZCL2BF115421	Medium Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
207	Chevrolet	Silverado 3500HD	Traffic Ops - CE1887	10/01/2021	1,000	10/01/2021	10/01/2022	$28,380
	2011	1GB3KZCL4BF124956	Medium Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
208	Ford	Escape	Health Unit - HD1026	10/01/2021	1,000	10/01/2021	10/01/2022	$15,904
	2012	1FMCU9C76CKA59623	Private Passenger	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
209	Chevrolet	Ambulance	EMS - EMS599	10/01/2021	1,000	10/01/2021	10/01/2022	$72,198
	2010	1GB6G2B69A1122942	Ambulance	10/01/2022	1,000	10/01/2021	10/01/2022	Agreed Value
210	Mack	CX613 Vision	Rds & Bridges - RB2300	10/01/2021	1,000	10/01/2021	10/01/2022	$16,925
	2005	1M1AE06Y45N023228	Heavy Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
211	nternationa	Fire Truck	DeSoto Fire - DCF194	10/01/2021	1,000	10/01/2021	10/01/2022	$187,820
	2013	1HTMKAZR1DH296403	Fire Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Agreed Value
212	Unknown	457 Ambulance	EMS - EMS606	10/01/2021	1,000	10/01/2021	10/01/2022	$130,024
	2012	3C7WDKBL4CG296757	Fire Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Agreed Value
213	Unknown	Trailer (Tradewinds generator installed)	Emer Mgmt - CD1137	10/01/2021	1,000	10/01/2021	10/01/2022	$148,607
	2013	5FTGE2228D1042609	Trailer	10/01/2022	1,000	10/01/2021	10/01/2022	Agreed Value
214	Ford	F150 1/2 Ton	Rds & Bridges - RB2318	10/01/2021	1,000	10/01/2021	10/01/2022	$12,600
	2006	1FTRX14W86NB62350	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
215	Ford	F250 Super Duty	Coop Aq. Plant - WC84	10/01/2021	1,000	10/01/2021	10/01/2022	$20,408
	2013	1FTBF2B62DEA75974	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
216	Chevrolet	Express Ambulance	EMS - EMS598	10/01/2021	1,000	10/01/2021	10/01/2022	$71,061
	2010	1GB6G2B64A1122248	Ambulance	10/01/2022	1,000	10/01/2021	10/01/2022	Agreed Value
217	Unknown	Trailer	EMS - EMS625	10/01/2021	1,000	10/01/2021	10/01/2022	$3,411
	2013	54GVC16T7D7006247	Trailer - NO CHARGE	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
218	nternationa	7000 Series 7400	Rds & Bridges - RB2315	10/01/2021	1,000	10/01/2021	10/01/2022	$85,800
	2013	1HTWGAZT8DJ331663	Fire Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Agreed Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
219	nternationa	7000 Series 7400	Rds & Bridges - RB2316	10/01/2021	1,000	10/01/2021	10/01/2022	$85,800
	2013	1HTWGAZTXDJ331664	Fire Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Agreed Value
220	nternationa	7000 Series 7400	Rds & Bridges - RB2317	10/01/2021	1,000	10/01/2021	10/01/2022	$85,800
	2013	1HTWGAZT1DJ331665	Fire Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Agreed Value
221	GMC	Fire Truck	DeSoto Fire - DCF214	10/01/2021	1,000	10/01/2021	10/01/2022	$17,850
	1986	1GDN701G5GV537102	Fire Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Agreed Value
222	Freightliner	Fire Truck	W Sebring FD - WSF222	10/01/2021	1,000	10/01/2021	10/01/2022	$17,500
	1997	1FV6JLCB1VH871086	Fire Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Agreed Value
223	Dodge	Fire Truck	W Sebring FD - WSF224	10/01/2021	1,000	10/01/2021	10/01/2022	$10,500
	2000	3B6MF3661YM243679	Fire Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Agreed Value
224	Chrysler	Ambulance	EMS - EMS614	10/01/2021	1,000	10/01/2021	10/01/2022	$139,617
	2012	3C7WRKBLODG561175	Ambulance	10/01/2022	1,000	10/01/2021	10/01/2022	Agreed Value
225	Peterbilt	365 Heavy Truck	Rds & Bridges - RB2335	10/01/2021	1,000	10/01/2021	10/01/2022	$132,210
	2014	1NPSXPEX3ED236491	Heavy Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Agreed Value
226	Peterbilt	365 Heavy Truck	Rds & Bridges - RB2336	10/01/2021	1,000	10/01/2021	10/01/2022	$132,210
	2014	1NPXSPEX3ED236492	Heavy Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Agreed Value
227	Ford	F250	Coop Aq. Plant - WC85	10/01/2021	1,000	10/01/2021	10/01/2022	$22,681
	2015	1FTBF2B65FEA13522	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
228	Unknown	Utility Trailer	Lake Placid FD - TLP160	10/01/2021	1,000	10/01/2021	10/01/2022	$3,236
	2014	1Z9BU1821E1330638	Trailer - NO CHARGE	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
229	Chevrolet	Equinox LS	Health Unit - HD1101	10/01/2021	1,000	10/01/2021	10/01/2022	$18,886
	2014	2GNFLEEKIE63473121	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
230	Chevrolet	Traverse LS	Tax Collector - TC001146	10/01/2021	1,000	10/01/2021	10/01/2022	$23,593
	2014	1GNKRFED0EJ132116	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
231	ager Beave	Trailer	Rds & Bridges - RB2334	10/01/2021	1,000	10/01/2021	10/01/2022	$1,600
	1991	112DBT271MT037075	Trailer - NO CHARGE	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
232	Unknown	Trailer	Traffic Ops - CE1879	10/01/2021	1,000	10/01/2021	10/01/2022	$6,468
	2010	1R9RP111XAT136995	Trailer - NO CHARGE	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
233	Ford	F450 Aumbulance	Fire Rescue - VFD591	10/01/2021	1,000	10/01/2021	10/01/2022	$22,239
	2001	1FDXF46F21EC92654	Ambulance	10/01/2022	1,000	10/01/2021	10/01/2022	Agreed Value
234	Dodge	Ram 2500 Rescue Truck	EMS - EMS657	10/01/2021	1,000	10/01/2021	10/01/2022	$55,352
	2015	3C6UR5HLXFG594272	Ambulance	10/01/2022	1,000	10/01/2021	10/01/2022	Agreed Value
235	Ford	Expedition XL	Health Unit - HD1102	10/01/2021	1,000	10/01/2021	10/01/2022	$32,622
	2015	1FMJU1GT9FEF44972	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
236	Ford	Explorer	Health Unit - HD1103	10/01/2021	1,000	10/01/2021	10/01/2022	$27,581
	2016	1FM5K8B80GGA47074	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
237	Ford	Freestar	Fac Mgmt - BC555	10/01/2021	1,000	10/01/2021	10/01/2022	$17,196
	2007	2FMZA51657BA05574	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
238	Dodge	Ram 4500 Wildwind Brush Truck	W Sebring FD - WSF252	10/01/2021	1,000	10/01/2021	10/01/2022	$123,127
	2015	3C7WRLEL8FG669404	Fire Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Agreed Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
239	Ford	F150	Prop Appr - TA1163	10/01/2021	1,000	10/01/2021	10/01/2022	$25,106
	2015	1FTEX1EPOFKE34736	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
240	Chevrolet	Sienna	Health Unit - HD1106	10/01/2021	1,000	10/01/2021	10/01/2022	$25,442
	2016	5TDZK3DCXFS684052	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
241	Chevrolet	Equinox LX	Health Unit - HD1105	10/01/2021	1,000	10/01/2021	10/01/2022	$20,426
	2016	2GNFLEEKXG6166771	Private Passenger	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
242	Chevrolet	Equinox LS	Health Unit - HD1104	10/01/2021	1,000	10/01/2021	10/01/2022	$20,426
	2016	2GNFLEEK5G6186006	Private Passenger	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
243	Peterbilt	567 Mini Wh Dtrk	Rds & Bridges - RB2363	10/01/2021	1,000	10/01/2021	10/01/2022	$142,630
	2016	1NPSXPEX3GD350804	Heavy Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Agreed Value
244	Peterbilt	567 Mini Wh Dtrk	Rds & Bridges - RB2364	10/01/2021	1,000	10/01/2021	10/01/2022	$142,630
	2016	1NPSXPEX5GD350805	Heavy Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Agreed Value
245	Chevrolet	Silverado 1500	Maint. Shop - RB2380	10/01/2021	1,000	10/01/2021	10/01/2022	$21,465
	2016	1GCRCNEH2GZ240828	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
246	Other	Horton 457 Ambulance	EMS - EMS659	10/01/2021	1,000	10/01/2021	10/01/2022	$172,499
	2016	3C7WRKBLXGG177330	Ambulance	10/01/2022	1,000	10/01/2021	10/01/2022	Agreed Value
247	Ford	Explorer	Health Unit - HD1107	10/01/2021	1,000	10/01/2021	10/01/2022	$24,296
	2016	1FM5K7B89GGD05523	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
248	Dodge	Ram 4x4 1 ton	Rds & Bridges - RB2382	10/01/2021	1,000	10/01/2021	10/01/2022	$52,208
	2016	3C7WRTCL9GG257948	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
249	Ford	1.5 Diesel Truck	Traffic Ops - CE2029	10/01/2021	1,000	10/01/2021	10/01/2022	$51,752
	2016	1FDOX5HT7GEC53753	Medium Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
250	Ford	F350 Brush Truck	Venus VFD - VVFD0039	10/01/2021	1,000	10/01/2021	10/01/2022	$74,000
	1999	1FDWF37F2XEC06305	Fire Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Agreed Value
251	Dodge	Grd Caravan	Elections - SR647	10/01/2021	1,000	10/01/2021	10/01/2022	$25,000
	2016	2C4RDGBG7GR389279	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
252	Ford	F150 P/up	Prop Appr - TA1170	10/01/2021	1,000	10/01/2021	10/01/2022	$26,000
	2016	1FTEX1EP1GKF41070	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
253	Other	Horton Ambulance	EMS - EMS658	10/01/2021	1,000	10/01/2021	10/01/2022	$179,500
	2017	3C7RKBL4GG251616	Ambulance	10/01/2022	1,000	10/01/2021	10/01/2022	Agreed Value
254	Continental	AS1820 Trailer	Nat Resources - NR16	10/01/2021	1,000	10/01/2021	10/01/2022	$2,656
	2016	1ZJBB1811GC024899	Trailer - NO CHARGE	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
255	Dodge	Ram 3500 Series D/T	Parks Dept - PR213	10/01/2021	1,000	10/01/2021	10/01/2022	$35,849
	2017	3C7WRTAJ3HG610056	Medium Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
256	Unknown	Chassis 365	Rds & Bridges - RB2399	10/01/2021	1,000	10/01/2021	10/01/2022	$148,000
	2017	1NPSXPEX1JD433011	Heavy Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Agreed Value
257	Unknown	Chassis 366	Rds & Bridges - RB2398	10/01/2021	1,000	10/01/2021	10/01/2022	$148,000
	2017	1NPSXPEX3JD433012	Heavy Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Agreed Value
258	Dodge	Ram 3500	Coop Aq. Plant - WC88	10/01/2021	1,000	10/01/2021	10/01/2022	$47,698
	2017	3C7WRTAL2HG662537	Medium Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
259	Dodge	RAM 1500 Tradesman	EMS - EMS666	10/01/2021	1,000	10/01/2021	10/01/2022	$43,098
	2017	3C6RR7KT6HG703338	Ambulance	10/01/2022	1,000	10/01/2021	10/01/2022	Agreed Value
260	Dodge	RAM 4500	EMS - EMS665	10/01/2021	1,000	10/01/2021	10/01/2022	$200,340
	2017	3C7WRKBL7HG695705	Ambulance	10/01/2022	1,000	10/01/2021	10/01/2022	Agreed Value
261	Dodge	RAM 4500	EMS - EMS664	10/01/2021	1,000	10/01/2021	10/01/2022	$200,340
	2017	3C7WRKBL9HG695706	Ambulance	10/01/2022	1,000	10/01/2021	10/01/2022	Agreed Value
262	Other	Iron King Trailer	Parks Dept - PR194	10/01/2021	1,000	10/01/2021	10/01/2022	$1,600
	2013	1Z9BU1620D1330535	Trailer	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
263	Ford	F250	Parks Dept - PR212	10/01/2021	1,000	10/01/2021	10/01/2022	$24,000
	2017	1FTBF2B62HE018883	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
264	Dodge	Fire Truck	Sun N Lake S - LPF187	10/01/2021	1,000	10/01/2021	10/01/2022	$120,000
	2015	3C7WRTCJXFG592052	Fire Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Agreed Value
265	Ford	F150	R & B Crew - RB2147	10/01/2021	1,000	10/01/2021	10/01/2022	$10,991
	2006	1FTVF14516NA86785	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
266	Other	Fruhf Trailer	Rds & Bridges - RB273	10/01/2021	1,000	10/01/2021	10/01/2022	$2,655
	1974	DKR504110	Trailer - NO CHARGE	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
267	Unknown	365 Dump Truck	Rds & Bridges - RB2402	10/01/2021	1,000	10/01/2021	10/01/2022	$156,000
	2018	1NPSXPEX1JD465358	Heavy Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Agreed Value
268	Dodge	RAM 4500	EMS - EMS656	10/01/2021	1,000	10/01/2021	10/01/2022	$172,499
	2016	3C7WRKBL8FG611873	Ambulance	10/01/2022	1,000	10/01/2021	10/01/2022	Agreed Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
269	Ford	Escape	Health Unit - HD1108	10/01/2021	1,000	10/01/2021	10/01/2022	$17,987
	2018	1FMCU0F70JUB29528	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
270	Ford	Escape	Health Unit - HD1109	10/01/2021	1,000	10/01/2021	10/01/2022	$17,987
	2018	1FMCUOF72JUB29529	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
271	Nissan	Rogue	County Ext - AG249	10/01/2021	1,000	10/01/2021	10/01/2022	$19,641
	2018	5N1AT2MT3JC712297	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
272	Dodge	Ram 1500 CC 4x4	Rds & Bridges - RB2408	10/01/2021	1,000	10/01/2021	10/01/2022	$25,478
	2018	1C6RR7KG1JS224164	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
273	Dodge	Ram 1500 CC 4x4	Rds & Bridges - RB2407	10/01/2021	1,000	10/01/2021	10/01/2022	$22,744
	2018	3C6JR7AG13G135460	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
274	Dodge	Ram 1500	Rds & Bridges - RB2411	10/01/2021	1,000	10/01/2021	10/01/2022	$22,345
	2018	3C6JR7AG8JG210558	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
275	Dodge	Ram 1500	Rds & Bridges - RB2410	10/01/2021	1,000	10/01/2021	10/01/2022	$22,345
	2018	3C6JR7AG8JG210557	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
276	Dodge	Ram 1500	Rds & Bridges - RB2412	10/01/2021	1,000	10/01/2021	10/01/2022	$22,345
	2018	3C6JR7AG1JG210559	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
277	Ford	F-150	Engineering - CE2053	10/01/2021	1,000	10/01/2021	10/01/2022	$30,398
	2018	1FTEW1EB1JKD41403	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
278	Dodge	Ram 1500	R & B Crew - RB2409	10/01/2021	1,000	10/01/2021	10/01/2022	$22,345
	2018	3C6JR7DG3JG210560	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
279	Nissan	Rogue	Building Dept - BD201	10/01/2021	1,000	10/01/2021	10/01/2022	$18,000
	2016	KNMAT2MTXGP611490	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
280	Unknown	Dump Truck	Rds & Bridges - RB2419	10/01/2021	1,000	10/01/2021	10/01/2022	$153,300
	2019	1NPSXPEX7KD265909	Heavy Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Agreed Value
281	E-One	Rescue Pumper	W Sebring FD - WSF310	10/01/2021	1,000	10/01/2021	10/01/2022	$707,000
	2018	4EN6AAA89J1001709	Fire Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Agreed Value
282	Unknown	Horton Ambulance	EMS - EMS697	10/01/2021	1,000	10/01/2021	10/01/2022	$226,000
	2018	3C7WRKBL0JG352174	Ambulance	10/01/2022	1,000	10/01/2021	10/01/2022	Agreed Value
283	Other	Brahma Trailer TC16610	Parks Dept - PR229	10/01/2021	1,000	10/01/2021	10/01/2022	$5,169
	2019	17YBP1620KB070814	Trailer - NO CHARGE	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
284	Other	Brahma Trailer TC16610	Parks Dept - PR228	10/01/2021	1,000	10/01/2021	10/01/2022	$5,169
	2019	17YBP1629KB070813	Trailer - NO CHARGE	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
285	Dodge	Ram 1500 Crew Cab	Fire Rescue - VFD590	10/01/2021	1,000	10/01/2021	10/01/2022	$15,000
	2014	1C6RR7ST4E5446247	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
286	Toyota	Sienna Van	Central Services - CAF167	10/01/2021	1,000	10/01/2021	10/01/2022	$27,000
	2007	5TDZZ3DCXKS989668	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
287	Other	Brahma Trailer TC16610	Parks Dept - PR227	10/01/2021	1,000	10/01/2021	10/01/2022	$5,169
	2019	17YBP1627KB070812	Trailer - NO CHARGE	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
288	Chevrolet	Fire Brush Truck	Venus VFD - VVFD51	10/01/2021	1,000	10/01/2021	10/01/2022	$9,200
	1996	1GBJK34J4TE205321	Fire Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Agreed Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
289	Chevrolet	Tahoe	EMS - EMS723	10/01/2021	1,000	10/01/2021	10/01/2022	$49,955
	2019	1GNSKDEC3KB239996	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
290	Chevrolet	Tahoe	Fire Rescue - VFD596	10/01/2021	1,000	10/01/2021	10/01/2022	$49,955
	2019	1GNSKDEC2KR240153	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
291	Chevrolet	Tahoe	Fire Rescue - VFD597	10/01/2021	1,000	10/01/2021	10/01/2022	$49,955
	2019	1GNSKDEC5KR240017	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
292	Peterbilt	Transport Tractor	Rds & Bridges - RB2449	10/01/2021	1,000	10/01/2021	10/01/2022	$159,948
	2020	1XPXP4EX2L0637393	Heavy Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Agreed Value
293	Chevrolet	Tahoe	Public Safety - VFD598	10/01/2021	1,000	10/01/2021	10/01/2022	$49,100
	2019	1GNSKDEC2KR240010	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
294	Chevrolet	Traverse	Emer Mmgt - CD1157	10/01/2021	1,000	10/01/2021	10/01/2022	$37,801
	2019	1GNEVGKW9KJ235650	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
295	Dodge	Ram	Rds & Bridges - RB2406	10/01/2021	1,000	10/01/2021	10/01/2022	$22,744
	2018	3C6JR7AG3JG135461	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
296	Ford	Pickup	Refuse Disp - LF292	10/01/2021	1,000	10/01/2021	10/01/2022	$3,000
	1999	2FTRF08W71CA99828	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
297	Ford	F150	Fac Mgmt - BC497	10/01/2021	1,000	10/01/2021	10/01/2022	$13,000
	2001	1FTRX17W61NB97814	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
298	Dodge	Truck	Fac Mgmt - BC579	10/01/2021	1,000	10/01/2021	10/01/2022	$23,232
	2019	1C6RR7FG6K5601986	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
299	Nissan	Rogue	Building Dept - BD206	10/01/2021	1,000	10/01/2021	10/01/2022	$20,000
	2018	JN8AT2MV6JW330371	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
300	Ford	Escape	Building Dept - BD207	10/01/2021	1,000	10/01/2021	10/01/2022	$22,925
	2019	1FMCU9GD4KUA42614	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
301	Ford	F550 Bucket Truck	Traffic Ops - CE2054	10/01/2021	1,000	10/01/2021	10/01/2022	$113,615
	2018	1FD0X5HT9KE97054	Heavy Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Agreed Value
302	Ford	F150 Supercrew	Refuse Disp - LF300	10/01/2021	1,000	10/01/2021	10/01/2022	$24,085
	2003	1FTRW08L13KC91170	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
303	Ford	F150 Supercrew	Health Unit - HD1112	10/01/2021	1,000	10/01/2021	10/01/2022	$26,713
	2019	1FTEW1EB3KFA68202	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
304	Chevrolet	Silverado	Refuse Disp - LF294	10/01/2021	1,000	10/01/2021	10/01/2022	$12,820
	2003	1GCEC14V93Z284821	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
305	Big Tex	Dump Trailer	Refuse Disp - LF296	10/01/2021	1,000	10/01/2021	10/01/2022	$8,000
	2019	16VD1427K3040368	Trailer - NO CHARGE	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
306	Other	HLT-T350 Boomlift Trailer	Parks Dept - PR195	10/01/2021	1,000	10/01/2021	10/01/2022	$16,000
		5DYACC1J9G007013	Trailer - NO CHARGE	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
307	Ford	F250	Parks Dept - PR223	10/01/2021	1,000	10/01/2021	10/01/2022	$30,600
	2018	1FT7X2B62JEC64137	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
308	Unknown	Conventional 337	Rds & Bridges - RB2356	10/01/2021	1,000	10/01/2021	10/01/2022	$159,000
	2016	2NP2HN7X3GH327882	Heavy Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Agreed Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
309	Ford	F250	Maint. Shop - RB2360	10/01/2021	1,000	10/01/2021	10/01/2022	$24,600
	2008	1FTSX21528EE54002	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
310	Unknown	Dump Truck	Rds & Bridges - RB2424	10/01/2021	1,000	10/01/2021	10/01/2022	$153,283
	2018	1NPCXPEX4JD488086	Heavy Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Agreed Value
311	Unknown	Dump Truck	Rds & Bridges - RB2445	10/01/2021	1,000	10/01/2021	10/01/2022	$144,600
	2019	1NPCXPEX4JD486631	Heavy Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Agreed Value
312	Unknown	Dump Truck	Rds & Bridges - RB2446	10/01/2021	1,000	10/01/2021	10/01/2022	$151,408
	2019	1NPCX7EX2KD266471	Heavy Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Agreed Value
313	Nissan	Frontier	Zoning - ZD124	10/01/2021	1,000	10/01/2021	10/01/2022	$26,000
	2018	1N6AD0EV2JN767041	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
314	Nissan	Frontier	Zoning - ZD125	10/01/2021	1,000	10/01/2021	10/01/2022	$25,000
	2019	1N6AD0EV7KN768588	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
315	Dodge	Ram 2500	Fac Mgmt - BC592	10/01/2021	1,000	10/01/2021	10/01/2022	$36,184
	2019	3C6MR5AJ0KG565379	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
316	Ford	F650 Dump Truck	Rds & Bridges - RB2457	10/01/2021	1,000	10/01/2021	10/01/2022	$83,835
	2019	1FDNW6DC1KDF08030	Heavy Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
317	Ford	F650 Dump Truck	Rds & Bridges - RB2458	10/01/2021	1,000	10/01/2021	10/01/2022	$83,835
	2019	1FDNW6DC3KDF08031	Heavy Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
318	Ford	F650 Dump Truck	Rds & Bridges - RB2459	10/01/2021	1,000	10/01/2021	10/01/2022	$83,835
	2019	1FDNW6DC5KDF08032	Heavy Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
319	Nissan	Rogue	Administration - CAE168	10/01/2021	1,000	10/01/2021	10/01/2022	$20,513
	2019	5N1AT2MT9KC827133	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
320	Dodge	Brush Truck	W Sebring FD - WSF328	10/01/2021	1,000	10/01/2021	10/01/2022	$140,000
	2019	3C7WRLEL2KG617325	Fire Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Agreed Value
321	Chevrolet	Traverse	Health Unit - HD1114	10/01/2021	1,000	10/01/2021	10/01/2022	$25,850
	2020	1GNERFKWOLJ168209	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
322	Ford	F350	Parks Dept - PR233	10/01/2021	1,000	10/01/2021	10/01/2022	$43,327
	2019	1FDRF3HT0KEG79517	Medium Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
323	Chevrolet	Traverse	Health Unit - HD1113	10/01/2021	1,000	10/01/2021	10/01/2022	$25,850
	2020	1GNERFKW8LJ170855	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
324	Nissan	Rogue	Building Dept - BD209	10/01/2021	1,000	10/01/2021	10/01/2022	$21,551
	2020	JNMAT2MV4LP527886	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
325	Chevrolet	Equinon AWD	Emer Mgmt - CD1158	10/01/2021	1,000	10/01/2021	10/01/2022	$23,342
	2020	2GNAX5EV5L61189781	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
326	Nissan	Rogue	Building Dept - BD211	10/01/2021	1,000	10/01/2021	10/01/2022	$20,647
	2020	KNMAT2MV7LP522133	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
327	Chevrolet	Silverado 1500	Emer Mgmt - CD1160	10/01/2021	1,000	10/01/2021	10/01/2022	$40,603
	2020	3GCUYAEF8LG208012	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
328	Nissan	Rogue	Building Dept - BD212	10/01/2021	1,000	10/01/2021	10/01/2022	$20,647
	2020	JN8AT2MV4LVY124484	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
329	Express	Cargo Trailer	Rds & Bridges - RB2466	10/01/2021	1,000	10/01/2021	10/01/2022	$4,000
	1998	1E9ES1611WC103478	Trailer - NO CHARGE	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
330	Dodge	Ram 2500	Coop Aq. Plant - WC92	10/01/2021	1,000	10/01/2021	10/01/2022	$38,642
	2019	3C6MR5AL5KG565413	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
331	Dodge	Ram 1500	Coop Aq. Plant - WC93	10/01/2021	1,000	10/01/2021	10/01/2022	$21,197
	2019	3C6JR7AGKG536303	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
332	Ford	F150	Prop Appr - TA1201	10/01/2021	1,000	10/01/2021	10/01/2022	$28,254
	2019	1FTEX1EB4KKD68755	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
333	Ford	F550	Traffic Ops - CE2079	10/01/2021	1,000	10/01/2021	10/01/2022	$34,456
	2019	1FTFW1E43KKD00102	Heavy Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
334	Altec	Heavy Truck	Traffic Ops - CE2080	10/01/2021	1,000	10/01/2021	10/01/2022	$202,527
	2019	3ALDCXFC0KDKJ9932	Heavy Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Agreed Value
335	Dodge	Ram 1500 C-Cab	Rds & Bridges - RB2468	10/01/2021	1,000	10/01/2021	10/01/2022	$25,358
	2020	1C6RR7KGXLS147507	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
336	Ford	F150 S-Cab 4X4	Engineering - CE2095	10/01/2021	1,000	10/01/2021	10/01/2022	$27,033
	2020	1FTEX1EB6LFB69927	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
337	Ford	F150 S-Cab 4X4	Engineering - CE2094	10/01/2021	1,000	10/01/2021	10/01/2022	$27,033
	2020	1FTEX1EB4LFB69926	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
338	Ford	Supercab 4x4 Truck	Engineering - CE2096	10/01/2021	1,000	10/01/2021	10/01/2022	$27,033
	2020	1FTEX1EB8LFB69928	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
339	Dodge	Horton Ambulance	EMS - EMS578	10/01/2021	1,000	10/01/2021	10/01/2022	$245,000
	2020	3C7WRKBLXLG105327	Ambulance	10/01/2022	1,000	10/01/2021	10/01/2022	Agreed Value
340	Chevrolet	Equinox AWD	Building Dept - BD213	10/01/2021	1,000	10/01/2021	10/01/2022	$22,317
	2020	3GNAXSEV6LS726384	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
341	Caterpillar	Lboy Trailer	Rds & Bridges - RB2470	10/01/2021	1,000	10/01/2021	10/01/2022	$113,571
	2021	4KNFF5330LL162748	Trailer - NO CHARGE	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
342	Chevrolet	Express Van	Fac Mgmt - BC597	10/01/2021	1,000	10/01/2021	10/01/2022	$24,276
	2020	1GAWGEFP5L1260182	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
343	Ford	Explorer 4wd	Engineering - CE2098	10/01/2021	1,000	10/01/2021	10/01/2022	$28,358
	2020	1FMSK8BH1LGC67515	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
344	Dodge	Ram 3500	R & B Crew - RB2471	10/01/2021	1,000	10/01/2021	10/01/2022	$50,502
	2020	3C7WRTAL3LG187862	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
345	Dodge	Ram 4500	Maint. Shop - RB2472	10/01/2021	1,000	10/01/2021	10/01/2022	$57,551
	2020	3C7WRLCL8LG186266	Medium Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
346	Dodge	Ram 4500	Maint. Shop - RB2473	10/01/2021	1,000	10/01/2021	10/01/2022	$89,297
	2020	3C7WRLBL4LG189795	Medium Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
347	Ford	Transit T250 Cargo Van	Fire Rescue - VFD607	10/01/2021	1,000	10/01/2021	10/01/2022	$40,616
	2020	1FTBR1X88LKB00789	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
348	Ford	Escape	Engineering - CE2097	10/01/2021	1,000	10/01/2021	10/01/2022	$23,797
	2020	1FMCU9F6XLUB73308	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value

Unit#	Make	Model/Description	Department	AL Eff	Comp Ded	Comp Eff	Comp Term	Value
	Year	VIN #	Vehicle Type	AL Term	Coll Ded	Coll Eff	Coll Term	Valuation Type
349	Dodge	Ambulance	EMS - EMS759	10/01/2021	1,000	10/01/2021	10/01/2022	$243,100
	2020	3C7WRKBL8LG189664	Ambulance	10/01/2022	1,000	10/01/2021	10/01/2022	Agreed Value
350	Ford	Ranger	Zoning - ZD128	10/01/2021	1,000	10/01/2021	10/01/2022	$8,000
	2016	1FMCU9X5GUC01285	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
351	Ford	F250	Clerk - CL2356	10/01/2021	1,000	10/01/2021	10/01/2022	$31,980
	2021	1FT7X2B69MEC71266	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
352	Ford	F250	Clerk - CL2355	10/01/2021	1,000	10/01/2021	10/01/2022	$31,980
	2021	1FT7X2B67MEC71265	Light Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
353	Peterbilt	Heavy Truck	Rds & Bridges - RB2464	10/01/2021	1,000	10/01/2021	10/01/2022	$168,000
	2021	2NP2HM7X6MM736938	Heavy Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Agreed Value
354	Unknown	Anvil 7ft Trailer	Emer Mgmt - CD1164	10/01/2021	1,000	10/01/2021	10/01/2022	$4,826
	2021	7FYBE1223MD020888	Trailer - NO CHARGE	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
355	Ford	F550 4 Wheel Dr	Traffic Ops - CE2103	10/01/2021	1,000	10/01/2021	10/01/2022	$48,660
	2021	1FDOX5HT8MED06083	Heavy Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
356	Haulmark	CML Pumper	3217 - PLF54	10/01/2021	1,000	10/01/2021	10/01/2022	$500,810
	2021	3HAEUTAR3ML871519	Fire Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Agreed Value
357	Dodge	Ram 3500 Dump Truck	6102 - PR243	10/01/2021	1,000	10/01/2021	10/01/2022	$52,719
	2021	3C7WRTAL5MG541592	Heavy Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value
358	Dodge	Ram 3500 Dump Truck	PR244	10/01/2021	1,000	10/01/2021	10/01/2022	$52,719
	2021	3C7WRTAL7MG541593	Heavy Truck	10/01/2022	1,000	10/01/2021	10/01/2022	Actual Cash Value

Total	$15,439,528.00

Preferred PGIT GOVERNMENTAL INSURANCE TRUST
Professionally administered by Public Risk Underwriters of Florida

Public Risk Underwriters
Insurance Solutions for Public Entities

PGCS Claim Services

AmeriSys

Public Risk Underwriters of Florida

PRU of FL is the administrator for Preferred and oversees the day to day operations of the Trust. PRU of FL provides underwriting, loss control, marketing and accounting services.

Contact:
- Underwriting - Margaret Gross 321-832-1506
- Operations – Jennifer Martin 321-832-1691
- Marketing – Kurt Heyman 321-832-1455

AmeriSys

AmeriSys provides superior medical management programs which focus on getting employees back to work and reducing costs. AmeriSys works closely with PGCS from the onset of the claim for a seamless claim process.

AmeriSys Services:
- Field Nurse Case Management
- Telephonic Nurse Case Management
- Cost Containment/ Medical Bill Review
- Provider Network Access
- Pharmacy Benefit Management Services
- Cardiac Care Badge Program

Contact: Jon Barro Salas, Program Manager
321-832-1709/ jbarrosalas@pgcs-tpa.com

Preferred Governmental Claims Services

Preferred's claims administrator is PGCS. With more than 25 years of claims experience, PGCS is Florida's foremost governmental third-party administration company. The cornerstones of our claims administration are communication, quick access and sound return-to-work policies.

Report a Preferred Claim

Workers' Compensation:
- Phone: 800-237-6617 (24/7 claim reporting)
- Fax: 321-832-1448
- Online: www.pgcs-tpa.com (registration required)
- Email: WCclaims@pgcs-tpa.com

Liability & Property:
- Phone: 800-237-6617
- Fax: 321-832-1448
- Online: www.pgcs-tpa.com (registration required)
- Email: Liabilityclaims@pgcs-tpa.com
- Hurricane claims: Hurricane@pgcs-tpa.com

Engle Martin works closely with PGCS to provide field adjusting services on all property claims.

Report Worker's Compensation Fraud: PGCS maintains a Special Investigative Unit (SIU) to pursue fraudulent claims. All calls are strictly confidential.
- Phone: 866-887-7427

Deadly Weapon Event: 24 hr. Crisis Management Response
860-677-3790 – CrisisRisk Strategies LLC

Loss Control Services Provided by Public Risk Underwriters of Florida

As a Member of Preferred you are encouraged to take advantage of the many Loss Control and Risk Management services available to you at no cost. We provide onsite consultations, onsite training, the Preferred TIPS Matching Grant program, an online training platform with over 600 courses available and a streaming video library with over 600 easy to access training videos. If you have any questions regarding any kind of safety, loss control and/ or risk management issue, please do not hesitate to contact your Preferred Loss Control Consultant.

Southeast Region: Chris Kittleson, Director of Loss Control Technical Services / Cell: 321-525-0353 /email: ckittleson@publicrisk.com

Southwest Region: Pam Hancock, Senior Safety & Risk Management Consultant/ Cell: 321-960-3432/ email: phancock@publicrisk.com

Panhandle & Central Region: Mike Marinan, Director of Member Services/ Cell: 407-725-6858/ Office: 321-832-1473/ email: mmarinan@publicrisk.com

Support: Mike Stephens, Senior Loss Control Specialist/ Office: 321-832-1658/ email: mstephens@publicrisk.com

Print Date: 10/29/2021

CHILDREN'S ADVOCACY CENTER OF HIGHLANDS COUNTY

STRATEGIC PLAN

PRIORITIES AND GOAL STATEMENTS

PRIORITY FOCUS AREA 1: GOVERNANCE

A. Goal Statement: The CAC commits to maintaining a strong, diverse Board and staff structure whom will support the development of opportunities of excellence in fulfilling roles and responsibilities.
B. Goal Statement: The CAC commits to providing Board, staff and MDT with ongoing training to support excellence in fulfilling roles and responsibilities.
C. Goal Statement: The CAC commits to achieving and maintaining compliance with the NCA Standards for Accreditation and standards put forth by the Florida Network of CAC's for Chapter membership.

PRIORITY FOCUS AREA 2: RESOURCE AND FUND DEVELOPMENT

A. Goal Statement: The CAC commits to securing revenues from diverse funding sources to support organizational capacity, facility needs and delivery of program services.
B. Goal Statement: The CAC commits to seeking revenues that directly support the functions of the MDT throughout the investigative process including expanding specialized services, providing for training of MDT members, and providing services reflective of information in the Community Assessment.

PRIORITY FOCUS AREA 3: AWARENESS AND OUTREACH

A. Goal Statement: The CAC commits to engaging in ongoing efforts to raise community awareness about child maltreatment and about the services, benefits and needs of the Children's Advocacy Center throughout the service area.
B. Goal Statement: The CAC commits to engaging diverse communities and collecting meaningful information for the community assessment, providing diversity training to the MDT, and adapting materials and protocols to meet the needs of the entire service area.

INITIATIVES

PRIORITY FOCUS AREA GOVERNANCE, GOAL STATEMENT A

Goal Statement: The CAC commits to maintaining a strong, diverse Board and staff structure whom will support the development of opportunities of excellence in fulfilling roles and responsibilities.

Initiatives	Committee/Staff or Board Lead	Timeline
Recruit Board members from diverse communities.	Nominating Committee Chair, Children's Services Council (B)	Annually, new appointments are made in January and applications are kept on file for 2 years (See BOCC policies)
Recruit Staff members who increase the cultural competency of the CA	Children's Advocacy Center Manager (S)	Engaging potential partners is an ongoing task, recruiting for a specific position occurs as vacancies or new positions are added.
Increase the abilities of the Board to support the roles and responsibilities.	Children's Advocacy Center Manager, (S) Chair and Vice Chair of the Children's Services Council, (B) All Children's Services Council and CAC Advisory Board members, (B)	Continual efforts to identify educational presentations are used, monthly presentations are provided to the board and the advisory board.

PRIORITY FOCUS AREA GOVERNANCE, GOAL STATEMENT B

Goal Statement: The CAC commits to providing Board, staff and MDT with ongoing training to support excellence in fulfilling roles and responsibilities.

Initiatives	Committee/Staff or Board Lead	Timeline
Provide continual education and formal information to Board.	Children's Advocacy Center Manager, (S) Chair and Vice Chair of the Children's Services Council, (B) Appointed agency heads on the Children's Services Council, (B)	At a minimum of quarterly the agenda will include information pertaining to the CAC Advisory Board Subcommittee, unless additional actions require an additional report
Provide at a minimum (3) trainings open to MDT members on the topic of child maltreatment annually. (Training can be accessed either locally, regionally, and on	Children's Advocacy Center Manager, (S) Highlands County Board of County Commissioners, (B)	Annually the CAC and MDT will support local training provision, will evaluate specific training needs, and will seek to request and provide for specialized training

occasion travel can be provided for an MDT member)	Children's Services Council Members, (B)	
CAC staff will be provided opportunities of professional development in support of the services offered at the CAC and in respect to the functions of the MDT	Children's Advocacy Center Manager, (S) Community Programs Director, (S) Highlands County Board of County Commissioners, (B)	CAC staff will be required to attend a minimum of 2 trainings annually related to child maltreatment and/or CAC/MDT functions

PRIORITY FOCUS AREA GOVERNANCE, GOAL C

Goal Statement: The CAC commits to achieving and maintaining compliance with the NCA Standards for Accreditation and standards put forth by the Florida Network of CAC's for Chapter membership.

Initiatives	Committee/Staff or Board Lead	Timeline
Evaluation of performance of the MDT with respect to the standards will be provided to evaluate and gather input from MDT agencies.	Children's Advocacy Center Manager, (S) Children's Services Council, (B) CAC Advisory Board, (B)	Information will be provided quarterly in the Children's Services Council meeting as a subcommittee report, and meetings of the CAC Advisory Board will be determined as needed to meet the goals and objectives of the group.
Reporting services and financial impacts will be presented to MDT agencies.	Children's Advocacy Center Manager, (S) CAC Advisory Board, (B) Multi-Disciplinary Team	Reporting will be done monthly as part of the Case Review and quarterly in the CAC Advisory Board meetings.
Training on the standards for NCA and State Chapter membership will be provided.	Children's Advocacy Center Manager, (S)	Annually

PRIORITY FOCUS AREA RESOURCE AND FUND DEVELOPMENT, GOAL A

Goal Statement: The CAC commits to securing revenues from diverse funding sources to support organizational capacity, facility needs and delivery of program services.

Initiatives	Committee/Staff or Board Lead	Timeline
CAC will actively seek new sources of revenue through grant applications.	Children's Advocacy Center Manager, (S)	Ongoing
CAC will seek to improve program services to recoup	Children's Advocacy Center Manager, (S)	Ongoing

maximum funding from current revenue sources	Children's Advocacy Center Staff, (S)	
CAC will seek partnership and collaboration where possible to maximize funding distributed locally.	Children's Advocacy Center Manager, (S)	Ongoing

PRIORITY FOCUS AREA RESOURCE AND FUND DEVELOPMENT, GOAL B

Goal Statement: The CAC commits to seeking revenues that directly support the functions of the MDT throughout the investigative process including expanding specialized services, providing for training of MDT members, and providing services reflective of information in the Community Assessment.

Initiatives	Committee/Staff or Board Lead	Timeline
CAC will seek partnership and collaboration where possible to maximize funding distributed locally.	Children's Advocacy Center Manager, (S) Children's Services Council, (B) CAC Advisory Board, (B) Multi-Disciplinary Team	Ongoing
Service needs will be identified using the Community Assessment and actions will be taken to meet the identified needs.	Children's Advocacy Center Manager, (S) Children's Services Council, (B) CAC Advisory Board, (B)	Quarterly review and update of the Community Assessment will be part of the CAC Advisory Board agenda.
CAC will seek funding that is unrestricted for the purposes of training and education of the MDT.	Children's Advocacy Center Manager, (S) Children's Services Council, (B) CAC Advisory Board, (B)	Ongoing

PRIORITY FOCUS AREA AWARENESS AND OUTREACH, GOAL A

Goal Statement: The CAC commits to engaging in ongoing efforts to raise community awareness about child maltreatment and about the services, benefits and needs of the Children's Advocacy Center throughout the service area.

Initiatives	Committee/Staff or Board Lead	Timeline
CAC will commit to a minimum of 5 presentations about the CAC, services, and benefits throughout the service area annually.	CAC Staff, (S)	Ongoing

CAC will support the Child Abuse Prevention and Permanency Task Force strategic plans and identified focus areas through community events, social media sharing, and announcements during regularly attended meetings.	Children's Advocacy Center Manager, (S) Children's Services Council, (B) CAC Staff, (S)	Monthly
CAC will provide a newsletter about the CAC programs and benefits to the MDT.	Children's Advocacy Center Manager, (S) CAC Staff, (S)	Monthly
CAC will provide information regarding the CAC benefits to the community, mission, successes, and needs using the County FaceBook.	Children's Advocacy Center Manager, (S) CAC Staff, (S)	Bi-weekly

PRIORITY FOCUS AREA AWARENESS AND OUTREACH, GOAL B

Goal Statement: The CAC commits to engaging diverse communities and collecting meaningful information for the community assessment, providing cultural competency training to the MDT, and adapting materials and protocols to meet the needs of the entire service area.

Initiatives	Committee/Staff or Board Lead	Timeline
CAC will recruit Board members and engage diverse communities specific to the CAC and service provisions to identify any gaps or barriers.	Children's Advocacy Center Manager, (S) Children's Services Council, (B)	Ongoing
CAC will provide cultural competency information consistently, and will arrange for training as available or as needed for the entire MDT.	Children's Advocacy Center Manager, (S) Multi-Disciplinary Team	Ongoing
CAC Advisory Board will review information, gaps and barriers, agency protocols and other relevant information to ensure the MDT and CAC protocols best meet the needs of all clients in the service area.	Children's Advocacy Center Manager, (S) CAC Advisory Board, (B)	Quarterly, unless otherwise needed

WORK PLAN

Application: Sebring, Florida

Sarah Rogers - srogers@highlandsfl.gov
2023 CAC Center Application (Accreditation & Reaccreditation)

Summary

ID: 0000000032

Child Safety and Protection

In Progress - Last edited: Sep 30 2022

Standard 10

STANDARD 10: Child Safety and Protection: The CAC is comfortable, private and both physically and psychologically safe for diverse populations of children and their family members.

Component 10A:

Is the CAC is a designated, task-appropriate facility or space which includes each of the following: Check all that apply

a. The CAC is maintained in a manner that is physically and psychologically safe for children and families,	Yes
b. The CAC provides observation or supervision of clients within sight or hearing distance by CAC staff, MDT members or volunteers at all times,	Yes
c. The CAC is convenient and accessible to clients and MDT members,	Yes
d. Is appropriate for the delivery of CAC services	Yes
e. Provides age-appropriate and culturally diverse toys and other resources that are childproofed, cleaned and sanitized to be as safe as possible	Yes

Please upload 3 photos of your CAC including the outside of the building, waiting area and a third photo of your choice.

Photo 1

Lobby.jpg

Filename: Lobby.jpg **Size:** 1.9 MB

Photo 2

Exterior.jpg

Filename: Exterior.jpg **Size:** 3.2 MB

Photo 3

Room.jpg

Filename: Room.jpg **Size:** 2.4 MB

Component 10B:

Does the CAC have written policies and procedures that ensure separation of victims and alleged adult offenders during the investigative process and throughout delivery of services at the CAC?

Yes

Required Attachment: Please upload written Protocols/Guidelines

If this document was previously uploaded please add the document name and corresponding page number below.

CAC Protocols; Pages 47-48

Does the CAC provide services to youth with problematic sexual behaviors?

Yes

If the CAC provides services to youth with problematic sexual behaviors, please describe the safety protocols in place to protect other children receiving services at the CAC.

In the event that a youth with problematic sexual behaviors receives services at the CAC, every attempt to schedule their appointment when no other children are in the building will be made, they will be supervised at all times, and they will be escorted to and from all locations within the building.

Component 10C:

How does the CAC make reasonable accommodations to make the facility physically accessible?

The CAC is a county maintained facility that is ADA compliant and has wheelchair accessibility. The facility is child friendly with a waiting area where they can play, color, and read books. Bathrooms located in the facility offer handrails, changing stations for infants and stepstools to ensure children can reach where necessary.

Component 10D:

Are there separate and private area(s) are available for confidential case consultation and discussion, for meetings or interviews, and for clients awaiting services? Please describe

Yes; the CAC has two small conference rooms, which are used for various meetings and case reviews. The CAC also has a large conference room, used for training and MDT case reviews.

Component 10E:

Does the CAC have a Code of Conduct in place, that has been signed off on and agreed to by staff members?

Yes

Have MDT members been informed of the CAC's code of conduct and the expectation that it guides work within the CAC?

Yes

Required Attachment: Please upload the CAC Code of Conduct

Code of Conduct 2022.pdf

Filename: Code of Conduct 2022.pdf **Size:** 72.6 kB

If this document was previously uploaded please add the document name and corresponding page number below.

(No response)

Component 10F:

Is a a child safety assessment conducted annually to ensure that the building and CAC space is a safe and child-focused setting for children and their families?

Yes

Required Attachment: Please upload the most recent safety assessment.

2022 Child Safety Assessment.pdf

Filename: 2022 Child Safety Assessment.pdf **Size:** 26.8 kB

If this document was previously uploaded please add the document name and corresponding page number below.

(No response)

Component 10G:

Are all CAC staff trained in mandated reproter laws, and provided updates annually (if applicable)? Please describe.

Yes; in the state of Florida, all adults are mandated reporters. CAC staff completes DCF training annually, which covers mandated reporter laws.

CHILDREN'SADVOCACY CENTER OF HIGHLANDS COUNTY

CHILD SAFETY ASSESSMENT

SAFETY CHECKLIST

Area Assessed	Assessor	Date Assessed
Children are supervised by a responsible and responsive adult at all times	J. Richardson	9/13/2022
Room is clean	J. Richardson	9/13/2022
Floor is free of small or sharp objects	J. Richardson	9/13/2022
Counters and tabletops are free of breakable or heavy objects	J. Richardson	9/13/2022
Furniture is sturdy and secured to the wall	J. Richardson	9/13/2022
Electrical outlets are covered	J. Richardson	9/13/2022
Area rugs are non-skid	J. Richardson	9/13/2022
* Garbage cans have secure covers	J. Richardson	9/13/2022
Windows are locked with safety latches	J. Richardson	9/13/2022

*Need to secure cans with covers. JR

CHILDREN'S ADVOCACY CENTER OF HIGHLANDS COUNTY

CODE OF CONDUCT

REQUIREMENT

The CAC will implement a code of conduct for staff and MDT members ensuring the safety of children and families. Staff members must have received and agreed to the code of conduct.

PROCEDURE

The Code of Conduct for employees at the Children's Advocacy Center of Highlands County is as follows:

All staff, MDT partners, and volunteers are responsible for the safety and wellbeing of children and families. All staff are expected to act in accordance with this Code of Conduct in their interactions with the children and families that the CAC serves.	
I will:	• Act in accordance with child safety and wellbeing protocols at all times and identify and mitigate risks • Behave respectfully, courteously, and ethically towards children and their families, towards other staff, and MDT members • Treat safety concerns and allegations seriously and in accordance with the law and agency policy, including contacting authorities as appropriate, as I have a duty to report • Actively listen to, believe, and support children who are disclosing abuse • Consider and respect the diverse backgrounds and needs of children • Treat all children and families equally with respect and consideration regardless of race, religion, color, sex, gender, age, national origin, disability, sexual orientation, sexual expression, or culture • Demonstrate appropriate personal and professional boundaries including not having contact with children and families outside of the professional duties outlined in my employee specific job description • Strive to understand the concerns of the families from their perspective at the CAC regardless of my personal opinions or values • Never leave a child unsupervised • Conduct and supervise private activities in pairs, or when not feasible, will be positioned so that I am visible to others • Comply with all relevant laws for record keeping and information sharing • Keep all physical contact between child/client and staff/MDT members consistent with the safety and wellbeing of the child/client

I will not:	• Conduct meetings alone with children in a setting at the CAC unless the meeting is observable or interruptible • Disclose personal or sensitive information about a child, including images of a child, unless the child/client and their parent/caregiver consent or unless I am required to do so by law • Use, possess, or be under the influence of alcohol or illegal drugs during working hours • Smoke or use tobacco in the presence of children and families during working hours • Use inappropriate language in the presence of children/clients and their families • Have private interactions through social media, computer or handheld devices with any children seen at the CAC • Transport children in my own vehicle • Ignore or disregard any suspected or disclosed child/client harm or abuse
If I think this Code of Conduct has been breached by another person within the CAC, I will:	• Act to prioritize the best interest of children • Take actions promptly to ensure that children are safe • Promptly report concerns to my manager/supervisor • Follow policies and procedures for receiving and responding to concerns and complaints
I agree to abide by this Code of Conduct during my employment with the CAC.	Printed Name _____ Signature _____ Date _____

NATIONAL CHILDREN'S ALLIANCE ACCREDITATION AGREEMENT

ACKNOWLEDGEMENTS REGARDING THE ACCREDITATION PROCESS

The Children's Advocacy Center of Highlands County (the "Applicant") hereby acknowledges that it wishes to be recognized as an Accredited Member of National Children's Alliance. As part of the National Children's Alliance ("NCA") accreditation process, all eligible Children's Advocacy Centers ("CACs") that are seeking accreditation must enter into this Agreement acknowledging and agreeing to participate in the NCA accreditation process according to the terms and conditions set forth below and in the National Children's Alliance Accreditation Guidelines for Child Advocacy Centers, which have been provided to the Applicant by NCA.

As part of the accredited membership application process, NCA advises all Children's Advocacy Centers pursuing accreditation to access the various training and technical assistance resources available to CACs. These resources include various conferences sponsored or co-sponsored by NCA, the Regional Children's Advocacy Centers, or NCA chapters. There are also technical assistance materials available from the Regional Children's Advocacy Centers and through NCA's website.

Recitals

(A) National Children's Alliance is a non-profit membership organization whose mission is to better serve child victims of abuse by supporting the development, growth and continuation of multidisciplinary teams to respond to child abuse allegations and Children's Advocacy Centers.

(B) NCA has determined that the Applicant has met the NCA accreditation standards (the "NCA Standards for Accredited Members"), the NCA Board of Directors has approved the Applicant's accreditation and, upon entering into this Agreement, the Applicant shall be granted status as an accredited member of NCA and be entitled to all of the benefits and services that accompany accreditation.

(C) The Applicant acknowledges that it must continue to meet the NCA Standards for Accredited Members to maintain its accreditation and that every five years its accreditation shall be re-evaluated.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

Section 1 Term. The Applicant's accreditation is for a term of at least five years, unless terminated earlier by breach of contract or by law, or pursuant to Section 6 of this Agreement. The accreditation granted in accordance with this Agreement is effective as of the date hereof and expires at the end of the fifth calendar year from the date of signing.

Section 2 Commitments of NCA. Subject to the terms and conditions of this Agreement, the Applicant hereby engages NCA to provide certain services and benefits to the Applicant, and NCA hereby accepts such engagement. The services and benefits provided by NCA include, but are not limited to, the following:

(a) The non-exclusive right to use the name and logo of NCA, which is the property of NCA, identifying the Applicant as an accredited member of a national organization representing the interests of and delivering services to CACs.

(b) National and international publicizing of NCA, CACs, and the benefits of multidisciplinary investigations of child abuse cases, which shall include, at a minimum, a listing of the Applicant on the NCA website and in NCA informational packets, provided that the Applicant meets any and all material submission and publication deadlines.

(c) Access to services generally available to members, such as technical assistance and support from NCA, its chapters, and the Regional Children's Advocacy Centers.

(d) Advance copy of NCA technical assistance materials including manuals, videotapes, and studies.

(e) Nominating and voting privileges.

(f) Eligibility for service on NCA's program committees.

(g) Reduced registration fees to NCA training events.

(h) Access to a network of experienced Children's Advocacy Center professionals through newsletters, workshops, conferences, and list serves.

(i) Periodic monitoring for compliance with the NCA Standards for Accredited Members as well as re-evaluation of the Applicant's accreditation status to be conducted by NCA every five years.

Section 3 Commitments of the Applicant. The Applicant represents and agrees that:

(a) The Applicant has reviewed the National Children's Alliance Accreditation Guidelines for Child Advocacy Centers and the NCA Standards for Accredited Members.

(b) The Applicant finds the NCA accreditation process, the National Children's Alliance Accreditation Guidelines for Child Advocacy Centers, and the NCA Standards for Accredited Members to be fair and reasonable. The Applicant shall comply with the National Children's Alliance Accreditation Guidelines for Child Advocacy Centers in pursuing accreditation.

(c) The Applicant understands that a determination by NCA to grant accreditation to a Children's Advocacy Center (1) merely reflects the conclusion of an NCA evaluation team as to whether the Applicant has met the NCA Standards for Accredited Members, and (2) is not a judgment regarding the outcomes of specific investigation, intervention, treatment, or advocacy efforts or the overall integrity of the Applicant.

(d) The Applicant acknowledges that the NCA accreditation process is a voluntary process and understands that NCA accreditation is not required to operate a Children's Advocacy Center.

(e) If accreditation is denied, the Applicant acknowledges that an appeals process is available and is detailed in the NCA Accreditation Guidelines for Child Advocacy Centers, and agrees to abide by this process. The Applicant waives any other form of redress from NCA, its site reviewers, or the Regional Children's Advocacy Centers.

(f) The Applicant acknowledges that denial of accreditation does not necessarily prohibit a Children's Advocacy Center from obtaining other levels of NCA membership.

(g) The Applicant acknowledges that accreditation is not necessary to apply for various NCA grants.

(h) Accredited membership is not intended to, and does not, confer any rights or remedies upon any third parties. Any rights or remedies are solely between the Applicant and NCA. Specifically, accreditation by NCA, the accreditation process, and the NCA Standards for Accredited Members, are for

the *exclusive* benefit of the Applicant and no other person is entitled to any rights or remedies arising from the Applicant's accreditation by NCA, or by the Applicant's compliance with or non-compliance with the NCA Standards for Accredited Members. In conferring "Accredited Membership" status on the Applicant, NCA does not represent or warrant that the Applicant, or its directors, officers, employees or agents act, have acted or will act in a professional or competent manner, or according to any standard, in any particular circumstance or with regard to any particular person or event.

(i) During the application process and as an Accredited Member, the Applicant is responsible for notifying NCA of any substantive changes to the Applicant as related to compliance with the NCA Standards for Accredited Members.

Section 4 Representation and Warranties of the Applicant.

4.1 Organization; Power; Qualification. The Applicant is a not-for profit corporation, partnership, or other legal entity, duly organized or formed, validly existing and in good standing under the jurisdiction of its incorporation or formation, which has the power and authority to carry on its respective business as now being and hereafter proposed to be conducted. The Applicant will preserve and keep in full force and effect its corporate existence and all registrations, licenses, permits and governmental approvals necessary to the proper conduct of its business.

4.2 Compliance with Law; Government Approvals. The Applicant has obtained all licenses, certificates of operations or other approvals from federal, state and municipal governments or agencies or instrumentalities thereof, necessary or required for its operations. The Applicant is in material compliance with each standard and/or representation on which such license, certificate or approval was conditioned. The Applicant is in material compliance with all applicable law governing it and its operations, including regulations and standards of any government agencies and instrumentalities having jurisdiction over it or its operations.

Section 5 Indemnification. The Applicant, to the full extent permitted under applicable law, shall indemnify and hold harmless NCA, and any of its directors, officers, employees, agents and representatives (collectively, the "Indemnified Persons"), and shall reimburse the Indemnified Persons for any loss, liability, penalty, claim, damage or expense (including, without limitation, any reasonable attorneys' fees, costs and expenses), whether or not involving a Third-Party Claim, ("Losses"), suffered, incurred or sustained by the Indemnified Persons or to which any of them becomes subject, to the extent directly or indirectly, resulting from, arising out of or relating to (a) a material breach by the Applicant of this Agreement, including but not limited to, by reason of gross negligence or willful misconduct by the Applicant or its officers, directors, employees, agents

and representatives except to the extent that such Losses are caused by the negligence or willful misconduct of any Indemnified Person, and (b) any present or future actions, suits, proceedings, hearing, charges, complaints, claims or future actions, suits, proceedings, hearings, charges, complaints, claims or demands by third-parties arising out of or relating to (i) the Applicant's actions and activities while a member of NCA, or (ii) the Applicant's performance of services in accordance with the NCA Standards for Accredited Members, except to the extent that such Losses are caused by the negligence or willful misconduct of any Indemnified Person.

For the purposes of this Section 5, "Third-Party Claim" shall mean any action, suit, proceeding, investigation, or like matter which is asserted or threatened by a party other than the parties hereto, their successors and permitted assigns, against any Indemnified Person or to which any Indemnified Person is subject.

Section 6 Termination.

6.1 This Agreement terminates at the end of the fifth calendar year from the date of signing unless earlier terminated pursuant to Section 6.2 or 6.3.

6.2 Prior Termination Without Notice. This Agreement shall terminate without notice to the other party in the event:

(a) Of bankruptcy or dissolution, or the appointment of a trustee, receiver, conservator, or rehabilitator or other such fiduciary to handle the business affairs of either party.
(b) A party sells or assigns all or substantially all of its assets or operations to another person or engages in a merger or other similar reorganization relating to substantially all of its assets or operations, unless the parties agree in writing to the particular assignment, sale, merger or reorganization.
(c) Of its assignment unless the parties agree in writing that one of them may assign its obligations and benefits under the Agreement to a particular person.

6.3 Prior Termination on 90 Days Notice. This Agreement may terminate after 90 days notice by:

(a) Either party if the party should merge or otherwise combine with another organization.
(b) Either party if the other party materially breaches the terms of this Agreement through action or omission. However, the party wishing to terminate must give the other party 90 days prior written notice that describes in detail the alleged breach. The other party shall have the

remainder of the notice period to either cure the breach or initiate specific action towards curing the breach that satisfies the party wishing to terminate. If the other party fails to cure the breach or to initiate specific action that satisfies the party wishing to terminate, then this Agreement shall terminate upon the 90th day from the date of notice.

Section 7 Miscellaneous.

7.1 Successors and Assigns; Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The Applicant may not assign this Agreement without NCA's prior written consent. Such consent shall be at the discretion of NCA and be based upon receipt of written notification of both the assignor and assignee that the transfer is agreeable as well as assurances that the assignee is able to meet the NCA Standards for Accredited Members.

7.2 Severability. The invalidity or unenforceability of any provision of this Agreement shall not in any manner or way affect any other provision hereof, and this Agreement shall be construed, if possible, as if amended to conform to legal requirements, failing which it shall be construed as if any such offending provision were omitted.

7.3 Governing Law. This Agreement and any agreements entered into between NCA and the Applicant in connection with the accreditation process shall be governed by, and construed and enforced in accordance with, the laws of the District of Columbia, without giving effect to the conflicts of law principles thereof.

Section 8 Use of NCA's Name and Logo

As an Accredited Member, the Applicant will be expected to use NCA's name and logo in its various printed and electronic media. By doing so, the Applicant will be identifying its program as receiving NCA's membership and will further the goal of familiarizing the professional and general public with the excellent work of CACs.

NCA does not expect Accredited Members to immediately re-design their materials to meet this requirement. Rather, once the Applicant's supply of materials is depleted, any new materials should include the NCA name and logo. The National Children's Alliance Identity Standards, provided by NCA, guides the usage of the name and logo.

The enclosed License Agreement must also be submitted to NCA. Once Accredited Membership has been awarded, the License Agreement will take effect as noted in Section 4.1 of such agreement.

If the Applicant's institutional governance will not allow such use of the NCA name and logo, a letter detailing the reasons and asking for an exception should be submitted to NCA. The NCA Executive Committee will review such requests.

If the foregoing is acceptable to you, please indicate your acknowledgement and agreement by signing a copy of this Agreement and returning the signed copy to NCA.

NATIONAL CHILDREN'S ALLIANCE

By: _____

Name: Dave Betz

Title: Deputy Director of Operations

Date: _____

By: _____

Name: Alyson MacKenzie

Title: Accreditation Coordinator

Date: _____

Acknowledged and Agreed:

Applicant: _____

By: _____

Name: _____

Title: _____

Date: _____

License Agreement

THIS LICENSE AGREEMENT ("Agreement") is made as of _____, by and between National Children's Alliance, an Alabama not-for-profit organization having its principal place of business at 516 C Street NE, Washington, DC (hereinafter "NCA" or "Licensor") and The Children's Advocacy Center of Highlands County a non-profit entity or government entity organized in the state of Florida and having its principal place of business at _____ 1968 Sebring Parkway, Sebring, FL 33870 (hereinafter "Licensee").

RECITALS

WHEREAS, NCA's mission is to provide training, technical assistance and networking opportunities to communities seeking to plan, establish and improve Children's Advocacy Centers;

WHEREAS, Licensee is an Accredited Member of NCA and will contribute to planning, establishing, or improving a community's coordinated response to child abuse;

WHEREAS, NCA intends that all Accredited Members of NCA will use and display certain NCA service marks and logos identified in Attachment A (collectively, "the Marks") on the terms and conditions hereinafter set forth to increase public awareness and recognition of the mission and activities of NCA; and

WHEREAS, NCA desires to grant to Licensee a license to use the Marks for such purposes, and Licensee desires to receive such a license.

NOW, THEREFORE, in consideration of the promises and mutual covenants in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows.

1. LICENSE.

1.1 Grant and Limitations

1.1.1 License. Subject to the terms and conditions of this Agreement, NCA grants to Licensee, a limited non-exclusive, non-transferable, royalty-free, license to use the Marks in the United States solely in connection with the creation, organization, promotion, and/or operation of programs, events, forums, or other activities designed, at least in part, to implement or improve a community's coordinated response to child abuse ("Licensed Use"). Further, Licensee is obligated to use the Marks under the Agreement in connection with any program, event, activity, or forum that is underwritten or sponsored, at least in part, by NCA. The Marks are to be utilized as rendered in Attachment A.

1.1.2 Sublicenses. Licensee shall not have the right to sublicense use of the Marks absent special permission, in writing, from NCA.

1.2 Reservation of rights. No rights or licenses, express or implied, other than those granted in Section 1.1.1 are granted by this Agreement. The Marks shall not be used in connection with any third-party trademark, service mark or trade name without the express written approval of NCA.

1.3 Restriction. No other license is granted by this Agreement to Licensee, either express or implied, for any other trademark, patent, copyright or other intellectual property rights now owned or later acquired by NCA.

2. COMMITMENTS CONCERNING USE OF THE MARKS.

2.1 Licensee's Obligations

2.1.1 Licensee agrees to use the Marks to identify and promote the mission and activities of NCA by displaying the Marks on Licensee's printed and promotional materials, including those generated in electronic form, in connection with the Licensed Use.

2.1.2 Licensee shall at all times maintain the quality of the services provided under the Marks at a standard at least equivalent to or greater than that ordinarily met by similarly-situated organizations which contribute to planning, establishing, and/or improving a community's coordinated response to child abuse.

2.1.3 Licensee shall not use the Marks in any manner that would be offensive or would injure the reputation of Licensor and/or of the Marks.

2.1.4 Licensee agrees to comply with any and all requirements outlined in NCA's Identity Standards, as may be updated from time to time, concerning the style, design, font, color, display and use of the Marks, as well as the correct use and placement of the registration symbol ®.

2.2 Rights of Licensor.

2.2.1 NCA shall have the right, upon reasonable notice, to inspect Licensee's organization, programs, events, forums, and/or activities, to confirm that the Marks are being used only to the extent permitted hereunder, and that the services conform to the quality standards set forth in Section 2.1 above.

2.2.2 NCA shall also have the right to request and receive a copy of any publications or other printed materials bearing the Mark and to receive notice whenever Licensee creates any new use of the Marks in electronically generated materials.

2.3 Ownership. Licensee agrees that ownership of the Marks and the goodwill relating thereto shall remain vested in Licensor both during the period of this Agreement and thereafter, and Licensee further agrees never to use trademarks, service marks, or other symbols which are the same or confusingly similar to the Marks during the period of this Agreement and thereafter while such Marks are owned by Licensor. Licensee agrees not to challenge, contest, or question the validity of Licensor's ownership of the Marks or any registrations thereof owned by Licensor. All use of the Marks by Licensee shall inure to the benefit of NCA.

3. ENFORCEMENT OF THE MARKS

3.1 Entitlement to Take Action. Only NCA shall have the right (but not the obligation) to undertake any demand, suit or other action on account of any actual or suspected infringement of the Marks.

4. TERM AND TERMINATION

4.1 Term. This agreement shall commence on the date of written notification to Licensee of approved Accredited Membership in NCA and remain in full force and effect for so long as Licensee is an Accredited Member of NCA, in good standing, unless terminated earlier as set forth below.

4.1.1 Termination by Licensor. This Agreement shall terminate upon written notice if Licensee breaches any of its obligations under this Agreement, and fails to cure such breach in accordance with Section 5.1

4.1.2 Elective Termination. Either party may terminate this Agreement for any reason at any time upon sixty (60) days' written notice.

4.2 Effect of Termination. In the event of termination of this Agreement for any reason, Licensee shall cease all further use of the Marks licensed hereunder and, within thirty (30) days after such termination discontinue distribution of any printed materials or similar items bearing the Marks and otherwise completely discontinue use of the Marks. Licensee's obligations under this Section 4.2 shall not supersede NCA's right to seek additional remedies as provided under this Agreement.

5. BREACH AND REMEDIES.

5.1 Breach. In the event Licensee does not comply with any material provision of this Agreement, including in particular the obligations set forth in Section 2, NCA shall give Licensee written notice of such noncompliance and it shall have thirty (30) days from the date of such notice to remedy the material breach. If the material breach is not remedied within such thirty (30)-day period, NCA shall have the right, but not the obligation, to terminate this Agreement and to avail itself of any of the additional remedies set forth in Section 5.2 at any time thereafter.

5.2 Remedies.

5.2.1 Equitable Relief and Monetary Damages. Licensee acknowledges and agrees that breach of this Agreement would cause immediate and irreparable harm to NCA for which money damages could not adequately compensate NCA. Therefore, NCA shall have the right to enforce this Agreement, not only by an action or actions for damages, but also an action or actions for specific performance or injunctive or other equitable relief to enforce or prevent any violations of the terms and conditions of this Agreement, without proof of actual damages and without posting of bond or other security.

5.2.2 Remedies are Cumulative. Under no circumstances shall any relief granted to NCA under Section 5.2.1 supercede NCA's right to termination of this Agreement pursuant to Section 3.1 or 4.1.

6. GENERAL

6.1 Binding Agreement; Assignment. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of NCA

and the successors and assigns of Licensee; provided, however, that Licensee shall not assign, transfer, encumber or grant to any third party any of its rights, duties or obligations hereunder, by operation of law or otherwise, without the prior written consent of NCA, which consent shall be at NCA's sole discretion.

6.2 Indemnification by Licensee. Licensee shall indemnify, defend and hold harmless NCA, and its officers, directors, agents and employees, against all costs, expenses, and losses (including attorneys fees and costs) incurred as a result of claims of third parties against NCA based on the provision of goods or services by Licensee.

6.3 Warranties and Representations of NCA. NCA represents that it is the owner of the Marks in the U.S. for children's advocacy services. NCA represents and warrants that it has no knowledge of any other person or entity who may claim superior rights in the U.S. to the Marks or any substantially similar mark.

6.4 Relationship of Parties. The rights, duties, obligations and liabilities of the parties shall be several and not joint or collective, and nothing contained in this Agreement shall be construed as creating a partnership, joint venture, agency, trust or other association of any kind, each party being individually responsible only for its obligations as set forth in this Agreement. Nothing in this document shall be construed to authorize Licensee, or any of its employees or representatives, to act as an agent of NCA.

6.5 Severability. The illegality, invalidity or unenforceability of any part of this Agreement shall not affect the legality, validity or enforceability of the remainder of the Agreement. If any part of this Agreement shall be found to be illegal, invalid, or unenforceable, it shall, if possible, be given a meaning that makes this Agreement legal, valid and enforceable in order to give effect to the intent of the parties.

6.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia, without giving effect to the conflict of laws principles thereof.

6.7 Forum. It is the intention of both parties to attempt to settle all issues by good faith negotiations. However, should such efforts not be successful, all disputes shall be brought exclusively before the appropriate courts in the District of Columbia.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

NATIONAL CHILDREN'S ALLIANCE

By: _____

Name: Dave Betz

Title: Deputy Director of Operations

Date: _____

By: _____

Name: Alyson MacKenzie

Title: Accreditation Coordinator

Date: _____

The Children's Advocacy Center of Highlands County

(LICENSEE)

By: _____

Name: _____

Title: _____

ATTACHMENT A



NATIONAL
CHILDREN'S
ALLIANCE®

ACCREDITED
MEMBER

Application: Sebring, Florida

Sarah Rogers - srogers@highlandsfl.gov
2023 CAC Center Application (Accreditation & Reaccreditation)

Summary

ID: 0000000032

Payment Confirmation

Incomplete

Payment Confirmation

NCA calculates Accreditation fees based on your CAC's program budget, and include all expenses related to the Accreditation process. Your payment should be made to us based on the following structure:

Programs/CACs with annual budgets less than $1 million - $3,000

Programs/CACs with annual budgets of $1 million to $2 million - $4,000

Programs/CACs with annual budgets more than$2 million - $5,000

Payment information, including the link to pay by credit card, and access to the Payment remittance Form, can be found by clicking here.

Have you submitted your application payment to NCA?

(No response)

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: October 4, 2022

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

SUBJECT/TITLE: **Request approval of the Master Services Agreement with Madden Media to preform Digital Marketing and Content Storytelling services for Visit Sebring.**

STATEMENT OF ISSUE

The current Tourism Development digital marketing contract ended September 2022 and cannot be extended. The digital marketing contact was solicited through Purchasing's Request for Proposal (RFP) process - RFP 22-0015. Seven proposals were received in response, with Madden Media ranking first.
The contract negotiation price with the top-ranking respondent, Madden Media, is for a total contract award of $1,042,560 over six years.
Year 1: $14,480 per month x 12 months = $173,760 per year
Year 2: $14,480 per month x 12 months = $173,760 per year
Year 3: $14,480 per month x 12 months = $173,760 per year
Year 4: $14,480 per month x 12 months = $173,760 per year
Year 5: $14,480 per month x 12 months = $173,760 per year
Year 6: $14,480 per month x 12 months = $173,760 per year
RFP 22-015 (Digital Marketing and Storytelling, SEO/SEM) was discussed with the Tourism Development Council at the August 11, 2022, meeting. The council was satisfied with Madden Media's presentation.

The 22-015 solicitation expanded on digital marking services, and the contract with Madden Media will include:
- Account, Creative, and Digital Media Management
- Content Storytelling and Amplification
- Prospecting and Remarketing Advertising
- Search Engine Marketing
- Search Engine Optimization
- Social Media Advertising & Influencer Marketing
- Programmatic Marketing

RECOMMENDED ACTION

Move to approve the Master Services Agreement with Madden Media to preform Digital Marketing and Content Storytelling services for Visit Sebring.

FISCAL IMPACT

There is no fiscal impact to Fund 005 (General) or the overall budget. The total contract cost for Digital Marketing and Content Storytelling with Madden Media is $173,760 per year for six years, totaling $1,042,560. This item was planned for and budgeted in the Tourist Development Division's budget for fiscal year 2022-2023 and year 1 of the

contract, $173,760.00, will be paid from Fund 152 (Tourism Development), Cost Center 5305 (Marketing and Promotions), Account 54800 (Promotional Activities).

Attachments: 0-RFP 22-015 Madden Media Agreement - including exhibits_MM Signed Notarized.pdf

AGREEMENT

THIS AGREEMENT is made by and between the BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as the "COUNTY", and MADDEN MEDIA, 31 N. 6th Avenue, Suite 105-157, Tucson, Arizona 85701, hereinafter referred to as the "CONSULTANT".

WITNESSETH:

WHEREAS, the COUNTY has competitively solicited for Digital Marketing and Content Storytelling Services, pursuant to the COUNTY's Purchasing Policy and RFP-22-015; and,

WHEREAS, the CONSULTANT submitted the lowest responsive bid most advantageous to the COUNTY related to the services set forth in RFP-22-015; and,

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

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

SECTION 1. RECITALS.

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

SECTION 2. TERM.

The term of this Agreement shall be for a period of three (3) years beginning on October 1, 2022, through September 30, 2025, with the option of renewing for another three (3) years under the same terms and conditions.

SECTION 3. SCOPE OF SERVICES.

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

SECTION 4. WARRANTY.

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

SECTION 5. OBLIGATIONS OF THE CONSULTANT.

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

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

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

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

SECTION 6. STANDARD OF CARE.

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

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

SECTION 7. COMPENSATION.

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

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

SECTION 8. TERMINATION.

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

SECTION 9. PAYMENT WHEN SERVICES ARE TERMINATED.

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

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

SECTION 10. INSURANCE.

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

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

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

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

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

1. The name of the insured CONSULTANT,
2. The specified job by name and job number,
3. List "Highlands County, a Political Subdivision of the State of Florida and its elected officials, its agents, employees and volunteers" as an Additional Insured on all policies except Workers Compensation and Professional Liability as a Certificate Holder,
4. Recognizes the Indemnification requirements of this Agreement.
5. The name of the insurer,
6. The number of the policy,
7. The effective date,
8. The termination date,
9. A statement that the insurer will mail notice to the COUNTY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.

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

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

SECTION 11. COUNTY OBLIGATIONS.

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

SECTION 12. ENTIRE AGREEMENT.

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

SECTION 13. APPLICABLE LAW, VENUE, JURY TRIAL.

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it

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

SECTION 14. PUBLIC RECORDS.

A. Pursuant to Florida Statutes, Section 119.0701:

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

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

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

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

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

C. Confidential Information. To the maximum extent permitted by applicable law, if either Party provides confidential information which is marked as such in accordance with Florida Statutes, Chapter 119, by the Party claiming confidentiality ("Confidential Information") to the other or, if in the course of performing under this Agreement or negotiating this Agreement a Party learns Confidential Information of the other Party and the same is marked as such in accordance with Florida Statutes, Chapter 119, by the Party claiming confidentiality, the receiving or learning Party shall (i) protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (ii) refrain from using such Confidential Information, except in the negotiation, performance, enforcement and, in the case of Seller, financing, of this Agreement. The terms of this Agreement (but not the fact of its execution or existence) are considered Confidential Information of each Party for purposes of this Section 18(a).

SECTION 15. INDEPENDENT CONSULTANT.

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

SECTION 16. APPLICABLE LICENSING.

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

SECTION 17. COMPLIANCE WITH ALL LAWS.

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

SECTION 18. INDEMNIFICATION.

The CONSULTANT agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, in any way related to the services provided herein and this Agreement, caused by the acts and/or omissions of the CONSULTANT, or any of its employees, agents, sub-CONSULTANTs, representatives, volunteers or the like. The CONSULTANT agrees to indemnify, defend and hold the COUNTY harmless for any and all such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the CONSULTANT, or any of its employees, agents, sub-CONSULTANTs, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement.

SECTION 19. BANKRUPTCY OR INSOLVENCY.

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

SECTION 20. BINDING EFFECT.

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

SECTION 21. ASSIGNMENT.

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

SECTION 22. SEVERABILITY.

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

SECTION 23. WAIVER.

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

SECTION 24. NOTICE.

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

COUNTY:	Board of County Commissioners of Highlands County Attn: Randy Vosburg 600 South Commerce Avenue Sebring, Florida 33870
Copy to:	Roper, P.A. Sherry G. Sutphen, Esquire 2707 E. Jefferson Street Orlando, Florida 32803 Ssutphen@roperpa.com
CONSULTANT:	MADDEN MEDIA Sarah Hupp Foster, COO 31 N 6th Avenue, Suite 105-157 Tucson, Arizona 85701

SECTION 25. MODIFICATION.

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

SECTION 26. HEADINGS.

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

SECTION 27. ADMINISTRATIVE DOCUMENTATION CONFLICT.

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

SECTION 28. CONFLICT OF INTEREST.

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

SECTION 29. PUBLIC ENTITY CRIMES.

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

SECTION 30. JOINT AUTHORSHIP.

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

SECTION 31. EQUAL OPPORTUNITY EMPLOYER.

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

SECTION 32. SOVEREIGN IMMUNITY.

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

SECTION 33. AUDITING, RECORDS, AND INSPECTION.

In the performance of this Agreement, the CONSULTANT shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts

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

SECTION 34. EMPLOYMENT ELIGIBILITY VERIFICATION.

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

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

The CONSULTANT may only use the COUNTY'S name, logo, seal and/or flag with the express written permission of the COUNTY and consistent with any COUNTY policy related to the same.

(Signatures on the following page)

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the 11 day of October, 2022.

CONSULTANT

By: _____

Print: Sarah Hupp Foster

Title: COO

STATE OF Arizona
COUNTY OF Pima

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization of Sarah Hupp Foster, as COO, of Madden Preprint Media, LLC who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the CONSULTANT, and who is personally known to me or who produced physical presence as identification, and who did/did not take an oath this 11 day of October, 2022.

(stamp)

SAMANTHA REZA
Notary Public - Arizona
Pima County
Commission # 602583
My Comm. Expires Apr 23, 2025

_____
NOTARY PUBLIC, State of ~~Florida~~ Arizona

BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY

_____
Kathleen G. Rapp, Chairman

ATTEST:

_____
Jerome Kasczubowski, Clerk

Exhibit "A"
Scope of Services

Digital Marketing & Content Storytelling Scope of Work and Compensation Schedule

PREPARED FOR Visit Sebring
Contract Schedule: 12 months starting October 1, 2022
Total Budget: $173,760 per year as outlined in the compensation schedule

Account and Digital Management

Madden Media's (MM) account, media and creative team will provide ongoing leadership, strategy and management of all proposed deliverables in the five key areas of digital marketing: Content Storytelling and Amplification, Prospecting and Retargeting Advertising, Search Engine Optimization, Search Engine Marketing, Social Media Marketing / Influencer Marketing, and Programmatic Marketing, and Website Hosting and Maintenance deliverables.

The MM team will provide ongoing and real-time access to planning, reporting and budget documents, which will be updated weekly, and host a monthly reporting call to discuss campaign performance and insights. The MM team is available as needed to attend any staff, County/Tourist Development Council, stakeholder or community meetings.

Content Storytelling and Amplification

The MM content team will craft three digital storytelling campaigns, delivering custom content on an interactive landing page that lives on the website and increases SEO value. With strong paid distribution tactics, we will target key audiences and bring new users to the site to engage with the brand.

Prospecting and Retargeting Advertising

The MM team will leverage vendor relationships to secure ad placements across all planned and approved media platforms. We'll tailor audiences both contextually and behaviorally, laying in Visit Sebring's key market and audience segments then display specific creative messaging by audience to drive direct clicks to the corresponding page of interest on visitsebring.com. Tactics may include, but are not limited to, Google Prospecting and Remarketing Display, Facebook Video Distribution, Facebook /Instagram Prospecting and Remarketing.

Search Engine Marketing

The MM team will employ expertly selected keywords, all backed by data, that are relevant to Visit Sebring and give your prospective travelers the right information at the right time through Google paid search ads. A strong, evergreen paid search (SEM) campaign will be coupled with

Remarketing Lists for Search Ads (RLSA), allowing us to bid more competitively on search results for individuals who have already visited your website in the past.

Search Engine Optimization

MM will perform ongoing SEO on your website using the Moz and Semrush platforms and the Yoast WordPress plugin.

Initial onboarding will be comprised of Domo dashboard and Moz set-up, keyword list creation, Site accessibility analysis, list of any broken links found, analysis of page speed (both mobile and desktop), analysis of meta data and report on pages with missing tags, analysis of on-page SEO structure (H1s & subheadings), analysis canonical tags, analysis site schema, verification of existence and accuracy of XML sitemap. With Google Search Console access, we can also report on soft 404s and security issues.

We will analyze results and apply our SEO expertise to generate a quarterly report with recommendations and suggestions, along with a scorecard of the current state of the site. This may include: meta titles & descriptions, on-page seo, technical seo errors (broken links, 404 errors, redirects, canonicals, etc.), XML sitemap, schema, page speed, content recommendations, etc.

Social Media Advertising & Influencer Marketing

MM will deploy strategies via social media, including but not limited to Facebook Instant Experiences, Lead Generation and Trip Consideration. We will leverage influencer marketing data to align one key social media influencer whose target audiences overlap with Visit Sebring's and also share content about topics that align with Visit Sebring's key business initiatives. This influencer will be aligned to visit the destination during a shoulder season.

Programmatic Marketing

MM will leverage intent-based AI technology to target audiences based on intent to travel signals, and interests rather than targeting consumer based solely on demographics. Targeting consumers by demographics alone reinforces societal biases and misses many people who would be interested in visiting your destination. Madden uses intent-based audiences to reach travelers not only because it is more inclusive, but because it's more effective.

Exhibit "B"
Compensation Schedule

The following compensation schedule indicates a flat fee to be invoiced monthly.

Price: Price proposal should include: any proposed digital advertising fees and all vendor's staff time to develop, implement, monitor and report on the campaign's progress, as well as any vendor travel expenses on behalf of Highlands County.

	Monthly Fee	Months	Extended Price (monthly fee x Months)
Year 1	$ 14,480	12	$ 173,760
Year 2	$ 14,480	12	$ 173,760
Year 3	$ 14,480	12	$ 173,760
Year 4	$ 14,480	12	$ 173,760
Year 5	$ 14,480	12	$ 173,760
Year 6	$ 14,480	12	$ 173,760
GRAND TOTAL (total extended price years 1-6)			$ 1,042,560

The County reserves the right to negotiate with the proposer to provide the required services within the approved budget. Additional related scope may be added, as needed.

An annual calendar for paid media and services is summarized on the next page.

Visit Sebring
Avon Park & Lake Placid, FL

	Shoulder				Peak			Shoulder		Slow		Shoulder	
	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Estimated Budget
PAID MEDIA													
Search													
Search Engine Marketing & RLSA	$4,300.00	$4,300.00	$4,300.00	$4,300.00	$4,300.00	$4,300.00	$4,300.00	$4,300.00	$4,300.00	$4,300.00	$4,300.00	$4,300.00	$50,000.00
Display													
Remarketing (Website, Email database)	$600.00	$600.00	$600.00	$390.00	$390.00	$390.00	$390.00	$600.00	$480.00	$480.00	$480.00	$600.00	$6,000.00
Prospecting	$1,200.00	$1,200.00	$1,200.00	$780.00	$780.00	$780.00	$780.00	$1,200.00	$960.00	$960.00	$960.00	$1,200.00	$12,000.00
Native													
Standard Content Distribution			$666.67	$666.67	$666.67	$666.67	$666.67	$666.66		$666.67	$666.67	$666.66	$6,000.00
Discovery Ads	$320.90	$320.90	$320.90	$208.59	$208.59	$208.59	$208.59	$320.90	$256.72	$256.72	$256.72	$320.90	$3,209.00
Social & Video													
Remarketing (Website, Email database, Previous visitor data)	$500.00	$500.00	$500.00	$325.00	$325.00	$325.00	$325.00	$500.00	$400.00	$400.00	$400.00	$500.00	$5,000.00
Clicks to Site	$1,000.00	$1,000.00	$1,000.00	$650.00	$650.00	$650.00	$650.00	$1,000.00	$800.00	$800.00	$800.00	$1,000.00	$10,000.00
Facebook Video Distribution	$270.00	$270.00	$270.00	$175.50	$175.50	$175.50	$175.50	$270.00	$216.00	$216.00	$216.00	$270.00	$2,700.00
Influencer Marketing								$4,000.00					$4,000.00
SERVICES													
Account Management	$1,575.00	$1,575.00	$1,575.00	$1,575.00	$1,575.00	$1,575.00	$1,575.00	$1,575.00	$1,575.00	$1,575.00	$1,575.00	$1,575.00	$18,900.00
Creative Support	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00	$12,000.00
Digital Management	$1,800.00	$1,800.00	$1,800.00	$1,800.00	$1,800.00	$1,800.00	$1,800.00	$1,800.00	$1,800.00	$1,800.00	$1,800.00	$1,800.00	$21,600.00
Digital Storytelling Presentation Layers			$2,250.00			$2,250.00				$2,250.00			$6,750.00
SEO Management	$1,300.00	$1,300.00	$1,300.00	$1,300.00	$1,300.00	$1,300.00	$1,300.00	$1,300.00	$1,300.00	$1,300.00	$1,300.00	$1,300.00	$15,600.00
Monthly Flat Rate Billing	$14,480.00	$14,480.00	$14,480.00	$14,480.00	$14,480.00	$14,480.00	$14,480.00	$14,480.00	$14,480.00	$14,480.00	$14,480.00	$14,480.00	$173,760.00

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Oct 18, 2022

PRESENTER:	**David Nitz, OMB Manager** **Angie Bollinger, Sr. Budget Analyst**
SUBJECT/TITLE:	**Request adoption of Resolution 22-23-08 for Budget Amendment 21-22-139 for FY 21/22 partial fiscal-year-end project budgets exceeded, closures and adjustments.**

STATEMENT OF ISSUE

This budget amendment is necessary for partial end of year cleanup of project budgets exceeded, closures and adjustments for FYE 21/22 financials.

RECOMMENDED ACTION

Move to adopt Resolution 22-23-08 for Budget Amendment 21-22-139 for FY 21/22 partial fiscal-year-end project budgets exceeded, closures and adjustments.

FISCAL IMPACT

The fiscal impact is an increase to Fund 192 (Impact Fee Correctional Facility), 193 (Impact Fee Fire), 194 (Impact Fee Libraries), 195 (Impact Fee Law Enforcement), 196 (Impact Fee EMS), 110 (Transportation Trust) and Fund 151 (Infrastructure Surtax) in the amounts of the $95.66, $101.44, $36.30, $28.08, $21.72, $46,372.66 and $283,230.16, respectively, and a decrease to Fund 420 (Energy Recovery) in the amount of $14,182.04 for a net increase of $315,703.98.

Attachments: 21-22-139 Partial FYE 21-22 Project Cleanup_Adjustments (BA).pdf
21-22-139R Partial FYE 21-22 Project Cleanup_Adjustments (Resolution).pdf
21-22-139 Partial FYE 21-22 Project Cleanup_Adjustments (Reserve).pdf

REVIEWED
O.M.B DEPARTMENT
October 6, 2022
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: **10/5/2022** SUBMITTED BY: **OMB**

FUND(S): **See List** FUND TITLE(S): **See List** COST CENTER(S) #: **See List**

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

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	005		3315100Z	American Rescue Plan Act	20056	1,585,718.84		2.00	1,585,716.84
E	005	3996	59905Z	Reserve for Conting - Proj	20056	193,558.97		2.00	193,556.97
R	005		3315100Z	American Rescue Plan Act	20074	10,379.87	2.00		10,381.87
E	005	3996	58102Z	Govt Agency-Admin/Govt	20074	20,759.74	2.00		20,761.74
E	151	2672A	56400Z	Project Equipment	21036	50,000.00		2,212.57	47,787.43
E	151	2672A	56400Z	Project Equipment	21031	140,455.89	2,212.57		142,668.46

REASON: **End-of-Year FY21-22 project clean up, negative account clean up, and adjustments for accounting purposes.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # 21-22-139

ACTION:

Board _____ Approved _____ Denied

County Administrator _____ Approved _____ Denied

SIGNATURE: _____

DATE: / /

TRANSFER TYPE:

XX	ITEM TO ITEM
XX	RESERVE
XX	BY RESOLUTION
	SUPPLEMENTAL BUDGET

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

1713

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

REQUEST NUMBER 21-22-139

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	151	9990B	59900	Reserve for Contingency		68,480.00		1,246.52	67,233.48
E	151	2672A	56100Z	Project Land	21038	200,000.00		82,012.01	117,987.99
E	151	4102A	56100Z	Project Land	21112	0.00	83,258.53		83,258.53
R	192		3611000	Interest Earnings		0.00	95.66		95.66
E	192	4402	53100	Professional Services		4,714.56	95.66		4,810.22
E	192	4402	53100	Professional Services		4,810.22		4,810.22	-
E	192	4402	56100Z	Project Land	21112	0.00	4,810.22		4,810.22
R	193		3611000	Interest Earnings		0.00	101.44		101.44
E	193	4403	53100	Professional Services		4,999.89	101.44		5,101.33
E	193	4403	53100	Professional Services		5,101.33		5,101.33	-
E	193	4403	56100Z	Project Land	21112	0.00	5,101.33		5,101.33
R	194		3611000	Interest Earnings		0.00	36.30		36.30
E	194	4404	53100	Professional Services		1,789.22	36.30		1,825.52
E	194	4404	53100	Professional Services		1,825.52		1,825.52	-
E	194	4404	56100Z	Project Land	21112	0.00	1,825.52		1,825.52
									-

Form Revised 08/05/2020

1714

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

REQUEST NUMBER 21-22-139

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	195		3611000	Interest Earnings		0.00	28.08		28.08
E	195	4405	53100	Professional Services		1,384.32	28.08		1,412.40
E	195	4405	53100	Professional Services		1,412.40		1,412.40	-
E	195	4405	56100Z	Project Land	21112	0.00	1,412.40		1,412.40
R	196		3611000	Interest Earnings		0.00	21.72		21.72
E	196	4406	53100	Professional Services		1,070.28	21.72		1,092.00
E	196	4406	53100	Professional Services		1,092.00		1,092.00	-
E	196	4406	56100Z	Project Land	21112	0.00	1,092.00		1,092.00
R	420		3999100Z	Project Fund Balance Forward	14014	979,260.30		14,182.04	965,078.26
E	420	4230	54600Z	Project Repair & Maintenance	14014	1,143,608.30		14,182.04	1,129,426.26
R	110		3449002Z	Right of Way Improvements	17061	0.00	46,372.66		46,372.66
E	110	4102	55300Z	Proj Rd Materials & Supplies	17061	0.00	46,372.66		46,372.66
R	151		3999100	Fund Blance Brought Forward		3,131,623.00	283,230.16		3,414,853.16
E	151	4102A	56400Z	Project Equipment	21006	1,200,000.00	283,230.16		1,483,230.16
E	005	3991	55200Z	Project Operating Supplies	20070	13,926.00		13,926.00	-
E	005	3991	51200Z	Project Regular Salaries	20070	0.00	9,897.49		9,897.49

Form Revised 08/05/2020

1715

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

REQUEST NUMBER 21-22-139

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	005	3991	52100Z	Project FICA Taxes	20070	0.00	575.99		575.99
E	005	3991	52200Z	Project Retirement Contributions	20070	0.00	1,070.90		1,070.90
E	005	3991	52300Z	Project Life & Health Insurance	20070	0.00	2,368.78		2,368.78
E	005	3991	52400Z	Project Worker's Compensation	20070	0.00	12.84		12.84
									-
									-
									-
									-
									-
									-
									-
									-
									-
									-
									-
									-

Form Revised 08/05/2020

1716

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

REQUEST NUMBER 21-22-139

FUND(S)	FUND TITLE(S)
005	General
110	Transportation Trust
151	Infrastructure Surtax
192	Impact Fee Correctional Facility
193	Impact Fee Fire
194	Impact Fee Libraries
195	Impact Fee Law Enforcement
196	Impact Fee Emergency Medical Services
420	Energy Recovery

COST CENTER(S)	COST CENTER TITLE(S)
3996	Emergency/Disaster Relief
3991	Local Emergency Management Agency
4102	Roads & Bridges - 110
4102A	Transportation Projects
2672A	Facilities Management 151
4402	Impact Fee Correctional Facility
4403	Impact Fee Fire
4404	Impact Fee Libraries
4405	Impact Fee Law Enforcement
4406	Impact Fee Emergency Medical Services
9990B	Budget Expenditure AC/151
4230	Energy Recovery

FND	CST CTR	PROJ #	PROJECT TITLE
005	3996	20056	American Rescue Plan Act
005	3996	20074	Spring Lk Broadband (ARPA)
005	3991	20070	EMPG-ARPA
110	4102	17061	Public ROW Improvement Program
151	2672A	21036	HVAC Unit Replacements
151	2672A	21031	Courthouse Chiller
151	2672A	21038	Property Acquisition
151	4102A	21006	R&B Equipment
151	4102A	21112	New Sebring Fuel Station
192	4402	21112	New Sebring Fuel Station
193	4403	21112	New Sebring Fuel Station
194	4404	21112	New Sebring Fuel Station
195	4405	21112	New Sebring Fuel Station
196	4406	21112	New Sebring Fuel Station
420	4230	14014	Asphalt R&M Set Aside Fees

FND	CST CTR	PROJ #	PROJECT TITLE

RESOLUTION NO. 22-23-08

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 21-22-139 TO THE GENERAL, TRANSPORTATION TRUST, INFRASTRUCTURE SURTAX, IMPACT FEE CORRECTIONAL FACILITITY, IMPACT FEE FIRE, IMPACT FEE LIBRARIES, IMPACT FEE LAW ENFORCEMENT, IMPACT FEE EMS, AND ENERGY RECOVERY FUNDS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF BUDGET AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Highlands County has determined that the following budget amendment is necessary and proper within the General, Transportation Trust, Infrastructure Surtax, Impact Fee Correctional Facility, Impact Fee Fire, Impact Fee Libraries, Impact Fee Law Enforcement, Impact Fee EMS, and Energy Recovery Funds.

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

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

SECTION 2. **Approval of Budget Amendment.** Budget Amendment 21-22-139 is hereby approved and authorized for partial end of year cleanup of project budgets exceeded, closures and adjustments for FYE 21/22 financials for various projects. The net fiscal impact is an increase in the amount of $315,703.98.

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 18th day of October, 2022.

HIGHLANDS COUNTY, FLORIDA

By:_____
Kathleen G. Rapp, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

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

FISCAL YEAR 2021-2022

DATE INTENDED	BCC APPROVED	B.A.#	AMOUNT	BALANCE	DESCRIPTION
10/01/21		BEGINNING BALANCE		**$175,000.00**	
10/19/21	10/19/21	21-22-002	$957,000.00	$1,132,000.00	To move budgeted funds for EOC Bldg Remodel from Fund 151 funds to ARPA funding
12/21/21	12/21/21	21-22-028	($957,000.00)	$175,000.00	To use add'l Reserve funds for CFS projects
01/18/22	01/18/22	21-22-032	($65,815.00)	$109,185.00	To allocate funds for Project 21057 AG Center HVAC Unit not on the Adopted CFS schedule
05/03/22	05/03/22	21-22-076	($40,705.00)	$68,480.00	To allocate additional Debt Service funds in accordance to fund necessary payments.
10/18/22		21-22-139	($1,246.52)	$67,233.48	To allocate add'l funding to Project 21112 New Sebring Fuel Station
REVISED TOTAL:				**$67,233.48**	

CONTINUED ON NEXT PAGE

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: 10/18/22

PRESENTER: **Laurie A. Hurner**

SUBJECT/TITLE: **Highlands County Board of County Commission Meeting Dates**

STATEMENT OF ISSUE

The current commission has discussed the possibility of changing future Highlands County Board of County Commission meetings to work around Monday Holidays and the ability for the Commissioners to receive meeting packets with enough time to review prior to the meeting date.

RECOMMENDED ACTION

Move to approve changes to future Highlands County Board of County Commision Meetings as discussed to _____

FISCAL IMPACT

No Fiscal Impact

Attachments:

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Oct 18, 2022

PRESENTER: **Jerome Kaszubowski, Clerk of Court**

SUBJECT/TITLE: **Request adoption of Resolution 22-23-09 for Budget Amendment 22-23-007 to adjust Board Recording Fee revenue budget and Clerk of Court's Other Government Services budget.**

STATEMENT OF ISSUE

The Clerk of Court planned to transition the Official Records Division to a fee-based funding model for fiscal year 2023 which is common practice among Clerks across the State. However, after further discussion with Board Administration, the Clerk decided to postpone the transition until fiscal year 2024 so that appropriate implementation procedures can be determined. This request is to adjust the fiscal year 2023 budget for recording fee revenue and the Clerk of Court's other governmental services. This adjustment is necessary to return the Clerk's Official Records Division budget to the traditional County appropriated model.

RECOMMENDED ACTION

Move to adopt Resolution 22-23-09 for Budget Amendment 22-23-007 to adjust Board Recording Fee Revenue budget and Clerk of Court's Other Government Services budget.

FISCAL IMPACT

The fiscal impact to Fund 005 (General) is an increase to recording fee revenues of $727,750 and a reduction to Fund Balance Brought Forward of $256,422, resulting in a net increase of $471,328. This increase is being appropriated in the Clerk of Court's other governmental services budget. The reduction of fund balance brought forward represents the FY 23 projected surplus of the Clerk's Official Records Division operations.

Attachments: 22-23-007 Clerk of Courts Official Records Adjustment (BA).pdf
22-23-007R Clerk of Courts Recording Fee Revenue (Resolution).pdf

REVIEWED
O.M.B DEPARTMENT
October 11, 2022
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **10/11/2022** SUBMITTED BY: **J. Gabrus**

FUND(S): **005** FUND TITLE(S): **General** COST CENTER(S) #: **2110**

PROJECT(S) #: PROJECT TITLE(S): COST CENTER TITLE(S): **Clerk to Board Other Services**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	PROJECT	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	005		3411000	Recording Fees		0.00	614,100.00	-	614,100.00
R	005		3415300	Clerk of Courts Fees		0.00	1,200.00	-	1,200.00
R	005		3419001	Marriage License Serv Chg		0.00	35,600.00	-	35,600.00
R	005		3419200	Tax Assessment Petition		0.00	400.00	-	400.00
R	005		3481401	Hearing Officer Fees		0.00	100.00	-	100.00
R	005		3481500	Cty Ct Crim Ct Improv Fd		0.00	1,800.00	-	1,800.00
R	005		3484100	Cir Ct Civil Filing Fees		0.00	74,550.00	-	74,550.00

REASON: TO ADJUST BOARD RECORDING FEE REVENUE BUDGET AND CLERK OF COURT'S OTHER GOVERNMENT SERVICES BUDGET

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **22-23-007**

ACTION:

Board _____ Approved _____ Denied

County Administrator _____ Approved _____ Denied

SIGNATURE: _____

DATE: / /

TRANSFER TYPE:

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

Signature: _____ Posted by Clerk: _____

Form Revised 08/05/2020

1723

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

REQUEST NUMBER 22-23-007

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	PROJECT	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	005		3999100	Fund Bal Brought Forward		2,425,574.00	-	256,422.00	2,169,152.00
E	005	2110	51001	Personal Services - Elected Officials		209,710.00	438,888.00	-	648,598.00
E	005	2110	53001	Operating Expense - Elected Officials		87,408.00	32,440.00	-	119,848.00

RESOLUTION NO. 22-23-09

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 22-23-007 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 22-23-007 is hereby approved and authorized to appropriate Clerk of Courts Recording Fees and appropriate Clerk of Court other governmental services expenditures. The net fiscal impact is an increase in the amount of $471,328.00.

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 18th day of October, 2022.

HIGHLANDS COUNTY, FLORIDA

By:_____
Kathleen G. Rapp, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: October 18, 2022

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 October 10, 2022.

RECOMMENDED ACTION

None. This is being provided for informational purposes.

Attachments: Legal_Long_Range_Log.docx

Legal Department
Long-range Log

Priority	Matter	Notes
N/A	Employee Manual revisions	
N/A	Purchasing Policy revisions	
N/A	Revisions to Planning & Zoning Commission membership	
N/A	Lake Placid Fire Station	
N/A	Fire Union matters	
1	Hospital Legislation and sale issues	
N/A	Numbers of dogs/cats in residential areas	
2, 7	Annexation issues with all cities (enclaves and roads)	
3, 8	Future Growth Funding Advisory Committee and objectives of same	
N/A	Revisions to organization of Advisory Boards and Committees	
2, 7	Joint Planning Agreements with cities	
N/A	Lincoln Heights Park	
N/A	Motorola SUA	

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: October 18, 2022

PRESENTER: **Laurie Hurner, Interim 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 October 5, 2022.

RECOMMENDED ACTION

This information is being provided for informational purposes.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Project Updates (FINAL) 10.18.2022.pdf
Commissioner's Priorities (FINAL) 10.18.2022.pdf

#	Departments	Project - Pending Items List	Status	Next Action	Date of Next Action
1	Engineering - Road & Bridge	Lacey Hills Improvement Projects	No change	Included in Carter Creek Watershed Study area. Awaiting results from study.	Pending funding
2	Engineering - Road & Bridge	Evaluation of Sebring Falls drainage issues	No change	Included in Sebring Watershed Study. Awaiting results from study.	Pending funding
3	Engineering - Road & Bridge	Memorial Drive Culvert Replacement and Extension PROJECT	FINISHED	Project Completed	Completed
4	Engineering	Sebring Parkway Phase IIA	Construction began 10/12/2020 - On Schedule	Construction Final Completion	11/08/22
5	Engineering	Sebring Parkway Phase IIB	Construction began 10/12/2020 - On Schedule	Construction Final Completion	11/08/22
6	Engineering	Heron St. Roadway Improvements - Project #18007	Construction began 01/06/2022	Construction Final Completion	01/06/23
7	Engineering	W. Stryker Rd. Roadway Improvements - Project #18008	Construction began 08/25/2022 - On Schedule	Approval of MOT Plan	Ongoing
8	Engineering	CR 623 Improvements - Project #18009 (Kenilworth Blvd)	Construction began 02/01/2022 - On Schedule	Board approval of Amendment No. 4 to replace inlet cover.	10/04/22
9	Engineering	19016 Sun N Lake Sidewalk -LAP project	100% Design underway	Engineering staff is addressing FDOT ERC comments and Purchasing is reviewing the BID documents	Ongoing
10	Engineering	Arbuckle Creek Road Turn Lane - Project #16002	Construction began 4/11/22 - On Schedule	CO No. 1 approved adding 70 days to project to extend the Substantial Completion Date to 10/17/22 and Final Completion Date to 11/16/22 due to supplier delays in obtaining light poles and accessories. All work completed except electrical installation for light poles.	Ongoing
11	Engineering	17034 Memorial Drive MUP -LAP project	100% Design underway	Engineering staff is addressing FDOT ERC Comments for final design.	Ongoing
12	Solid Waste	New Cell Expansion - Project No. 21078	Design NTP issued 9/14/22	Design Contract awarded to Jones Edmunds & Assoc. on 9/6/22. Kick-off meeting held 9/14/22.	Ongoing
13	Solid Waste	Arbuckle Landfill Borrow Pit - Project No. 20045	Responses to Requests for additional information submitted to SFWMD and FDEP.	Eagle nest removed in September in accordance with USFWS permit. Additional RAI comments submitted to SFWMD and DEP for permits.	Ongoing
14	Community Programs	Homeless Roundtable Update	Samaritan's Touch Care Center has identified a building for the resource center and overnight shelter. Funding will need to be raised to lease the building and perform the remodel.	Homeless Taskforce Meeting	Ongoing
15	Economic Development	Econ. Dev. Strategic Plan Progress Update	Implementing Strategic Plan Initiatives	Working with multiple industrial prospects doing due diligence on property acquisition and project viability. Also working with marketing firm to implement marketing/communications plan. As part of the ARPA funding allocation $4.5M will be put toward broadband infrastructure. An RFP will be out soon and open for 2-months. In the meantime we have started on a marketing campaign to push the mapping and speed test from DEO's Office of Broadband. This will be critical in defining the eligible areas where we are allowed to spend the APRA funds and being able to apply for future funding.	Ongoing

#	Departments	Project - Pending Items List	Status	Next Action	Date of Next Action
16	Economic Development	Broadband/ Highspeed Internet	Actively working with Purchasing to complete the RFP. Spring Lake returned the ARPA Funds as other funding became available.	To monitor Office of Broadband and State initiatives	Ongoing
17	Public Safety Director	Progress on development of Fire/EMS Department	Highlands County Fire Rescue continues to evolve , 3 new rescue units and 1 chassis remount on order. We are awaiting ETA's on delivery of the rescues due to supply chain issues and chassis delays. 1 Air/Light unit delivered. 1 new Engine delivered and placed at Station 1 in Avon Park Construction and planning continues on Fire Stations 20 and 36.Water tank installed at Station 45 in Venus. We are still moving along with several construction projects at existing stations	Continuing project management and follow up.	Ongoing
18	Capital Project Manager	Hurricane shelter upgrades including a Pet-Friendly shelter	Animal Control Remodel scope changed to include animal only shelter	Animal shelter layout is complete. Still pending septic design. Haywood Taylor Blvd property was purchased (July 2021) for future campus complex to include human/animal shelter.	TBD
19	Casey Hartt	Planning for family-oriented tourism assets utilizing 3rd penny tourism tax	Staff held a community round table on the topic of what kind of facility is needed in the County. Groups from around the County are encouraged to submit their suggestions via email, if they were not in attendance.	Staff is looking to meet with leadership to establish goals and objectives in a post-Covid environment.	Ongoing

TOP (THREE HOLE PUNCH)

#	Assigned	Priority	Status	Next Action	Date of Next Action
Priority 1	Leah Sauls	Sell Highlands Regional & use funds for endowment for non-profits	The requested changes to FS155.40 did not make it through the legislature process. Rep. Tuck said she will take it through the next cycle as a single county item vs. a statewide change.	Met with the new CEO of Highlands Regional, and brought him up to speed. Follow the progress of the bill through the State Session. Intend to find a specialized appraiser to just represent HCBOCC. Map a plan for funds after the sale of the facility.	TBD
Priority 2	Leah Sauls	Develop a plan of action for utility extensions	Utility line maps have been compiled by Kimley-Horn into GIS format which has been shared with County GIS Team. Testing and hydraulic modeling completed for all locations, except City of Sebring, which has started and should finish by 2022. City staff is short handed so having trouble completing their portions.	All testing and hydraulic modeling for Lake Placid, Spring Lake, and Sun N' Lake have been completed. Sebring hydraulic modeling is the last part to be completed by 2022.	Summer 2022
Priority 3	Tanya Cannady	Build reserves to 3.5 Months and plan for a millage reduction	The General Fund unassigned fund balance at September 30, 2021 is 4.26 months	OMB will be presenting a plan for millage reduction in the upcoming budget process	Complete
Priority 4	Leah Sauls	Work to streamline County bureaucracy to protect & grow economy; encourage economic development to focus on grants to retain & expand existing businesses, also keep an eye on new opportunities	1st draft submitted to County Administrator for review and comment.	Review with County Administrator.	TBD
Priority 5	Clinton Howerton	Recycling Program	Program modified to shift to residential collection centers to be staffed when open to reduce contamination. Sites approved for Lake Placid, Sebring, and Avon Park.	Lake Placid, Sebring and Avon Park sites are all open full schedule to the public.	Complete
Priority 6	Clinton Howerton	Septage Processing	Staff working with potential treatment providers in the area to identify improvements needed to have additional disposal options. AP seeking treatment plant upgrades to improve reliability and increase treatment volume.	Updates will be provided to Board as they become available.	Ongoing
Priority 7	TBD	Annexation/ Interlocal with Municipalities	To approve an agreement with municipalities to combine maintenance of pedestrian pathways and thoroughfares with annexations so there is a clear responsibility for future repairs and improvements. To bring roadways that are annexed by state on both sides of the street to Board to remove from Countywide Maintenance list	TBD	Ongoing
Priority 8	Clinton Howerton/ Jonathan Harrison	Countywide Drainage Issues	Engineering and Road and Bridge Department working together to identify needs and goals.	Generate a list of areas with concerns and estimated costs. SRF Loan Application approved. RFP for consultant to perform study in process.	Ongoing

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: October 18, 2022

PRESENTER:

SUBJECT/TITLE: Board payables from October 4, 2022 to October 17, 2022

Attachments: