

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
Tuesday, November 01, 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

Highlands County Construction Licensing, Enforcement and Appeals Board will hold a regular meeting on Tuesday, November 1, 2022, at 7:00 p.m., in the Board Room, 600 S. Commerce Ave., Sebring

A Public Hearing of Highlands County Code Enforcement Thomas S. Dolney, Special Magistrate will be held at 1:30 p.m., on Wednesday, November 2, 2022, in the Board Room, 600 S. Commerce Ave., Sebring

The Veterans Advisory Board will meet at 3:30 p.m., on Wednesday, November 3, 2022, at the Veteran Services Office, 7209 S. George Blvd., Sebring

The Highlands County Zoning Board of Adjustment and the Planning & Zoning Commission and Local Planning Agency will hold a Public Hearing on Tuesday, November 8, 2022, at 3:00 p.m., in the Commissioners Board Room, 600 S. Commerce Ave., Sebring

The Highlands Soil & Water Conservation District Board of Supervisors will hold a meeting on Monday, November 14, 2022, at 1:00 p.m., in the Highlands Soil & Water Conference Room, of the Bert J. Harris, Jr. Agricultural Center, 4505 George Blvd., Sebring

5 CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:

6 RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:

7 PUBLIC COMMENT

8 CONSENT AGENDA

- 8.A *Request approval of the minutes from the September 6, 2022 and September 20, 2022 Regular Meeting(s) of the Board, and the minutes from the September 8, 2022 Budget Public Hearing of the Board.*

[090622REG.pdf](#)

[090822BudgetPH.pdf](#)

- 8.B *Request approval to renew the service agreement with Merchant McIntyre Associates for federal funding initiatives.*
Liz Barber, Legislative Affairs & Grants Coordinator
There is a \$78,000 fiscal impact to cost center 2111 (Business Services) to account 53100 (Professional Services).
[MM Service Agreement FY22-23.docx](#)
- 8.C *Request to approve Amendment No. 1 to Agreement No. 20126 between the Board and State of Florida Fish and Wildlife Conservation Commission extending the term of Agreement from June 30, 2023, to December 31, 2023.*
Leah Sauls, Development Services Director
No additional fiscal impact from the original Agreement.
[20126-A1 Highlands County Amendment_Unsigned.pdf](#)
[20126_-_Highlands_County_-_Agreement_Final_-_bee.pdf](#)
- 8.D *Request approval of Budget Amendment 22-23-008 and associated Resolution 22-23-11 to bring fund balance forward for temporary staffing that is necessary for the workload created by the hail event.*
The fiscal impact is an increase to Fund 180 (Building) and account 53400 Contractual Services in the amount of \$45,964.80.
[22-23-008 Bldg Fnd Temp Staffing \(BA\).pdf](#)
[22-23-008R Bldg Fnd Temp Staffing \(Resolution\).pdf](#)
- 8.E *Request waiver of field rental and light fees for a fundraiser in support of Chuck Detore at the Highlands County Sports Complex.*
Lance Marine, Parks & Facilities Director
The fiscal impact would result in a loss of revenues to the General Fund 005, account 3475100 of \$265.00.
[Jake Eckblad. Chuck Detore Benefit.pdf](#)
- 8.F *Request adoption of Resolution 22-23-16 for Budget Amendment 22-23-014 adjusting Fund Balance Forward for all Impact Fee funds into FY 22/23 .*
Fiscal Impact – \$14,389.39 – Net Decrease
David Nitz, OMB Manager
The fiscal impact to the overall budget and to the various Impact Fee Funds is a net decrease in the amount of \$14,389.39.
[22-23-014 Impact Fees FBBF Adjustments \(BA\).pdf](#)
[22-23-014R Impact Fees FBBF Adjustments \(Resolution\).pdf](#)
- 8.G *Request to adopt Resolution 22-23-14 for Budget Amendment 22-23-012 to roll forward unspent Environment Law Enforcement Program and SCAAP Projects into FY22/23.*
Paul Blackman, Sheriff
The fiscal impact is an increase to Fund 005 (General) and the overall budget in the amount of \$195,824.00.
[22-23-012 Sheriff Rollover Projects \(BA\).pdf](#)
[22-23-012R Sheriff Rollover Projects \(Resolution\).pdf](#)

- 8.H *Request approval to revise the 2022-2025 Local Housing Assistance Plan on the housing strategy within the SHIP Program as recommended by a vote of the Affordable Housing Advisory Committee at their October 19, 2022, meeting.*
Lucy Castillo, Housing Programs Coordinator
[Highlands County 2023lhap strike and underline -added-TR Eviction Prevention.pdf](#)
- 8.I *Request approval of the Emergency Medical Service (EMS) Billing and Collections Policy update.*
Tanya Cannady, Business Services Director
EMS fees generate approximately \$4.2 million dollars annually to the General Fund. Fiscal impact is undetermined and depends on the number of patients with balances less than \$100 after one year. Bad debt write offs average less than 1% of collected fee revenue each year.
[EMS BILLING AND COLLECTIONS POLICY 10.20.22 revised.pdf](#)
- 8.J *Request acceptance of the 2022-2023 Emergency Management Preparedness and Assistance Grant (EMPA) and Emergency Management Performance Grant (EMPG) agreements.*
Corey Amundsen, Interim Emergency Management Manager
The fiscal impact will be an increase to Fund 005 (General) in the amount of \$164,558; \$105,806 from the EMPA grant and \$58,752 from the EMPG grant and is used to supplement cost center 3991 (Local Emergency Mgmt).
[22-23-011 Project 22029 EMPA-EMPG 22-23 \(BA\).pdf](#)
[22-23-011R Project 22029 EMPA-EMPG 22-23 \(Resolution\).pdf](#)
[FY 2022-2023 EMPG AGREEMENT #G0384 Highlands County.pdf](#)
[FY2022.EMPA.AGREEMENT. Highlands County.A0250.pdf](#)
- 8.K *Request approval of Budget Amendment 21-22-140 to realign Sheriff budgets for FY21/22 yearend cleanup within the General Fund.*
Paul Blackman, Sheriff
There is no fiscal impact to Fund 005 (General) or the overall budget. This budget amendment is realigning budgeted funds within cost center 1030 (Gen OP Cthse Security), 3101 (Sheriff) and 3323 (Detention and Correction between accounts 51001 (Personal Services Elected Official), 53001 (Operating Expense Elected Official) and 56001 (Capital Outlay Elected Official).
[21-22-140 Sheriff Yearend Cleanup \(BA\).pdf](#)
- 8.L *Request adoption of Resolution 22-23-17 for Budget Amendment 22-23-015 to rollover and appropriate additional grant funds received for Project 21061 BPV FY21-22 Project into FY22/23.*
Paul Blackman, Sheriff
The fiscal impact is an increase to Fund 005 (General) and the overall budget in the amount of \$3,074.00.
[22-23-015 Sheriff BPV Rollover \(BA\).pdf](#)
[22-23-015R Sheriff BPV Rollover \(Resolution\).pdf](#)

9 BOARD APPOINTMENTS:

- 9.A *Request approval to concur with the Florida Department of Health's appointment of Jennifer Roth as the Administrator of the Florida Department of Health in Highlands*

County.
Laurie A. Hurner, Interim County Administrator
No fiscal impact
[Jennifer Roth Resume 2022.pdf](#)

10 PUBLIC HEARING

11 ACTION AGENDA

- 11.A *Request adoption of Resolution 22-23-18 pertaining to the regular meeting schedule of the Highlands County Board of County Commissioners.*
Sherry G. Sutphen, County Attorney
[Resolution_22.23.18-REGULAR_MEETING_SCHEDULE.SGS.pdf](#)
- 11.B *Request adoption of Resolution 22-23-12 for Budget Amendment 22-23-009 to bring fund balance forward and realign FY 22-23 for Project 20366 and associated SHIP accounts to pay for expenses.*
Lucy Castillo, Housing Programs Coordinator
The Fiscal Impact is an increase to Fund 166 (SHIP) in the amount of \$294,947.05 is being appropriated into cost center 5367 (SHIP Program), \$40,841.13 into account 54909Z (Project Down Payment), \$29,947.05 into account 54910Z (Project Rehabilitation), \$85,000.00 into account 54942Z (Project Emergency Housing), and \$180,000 into account 54948Z (Project Disaster Assistance). The amount, \$40,841.13 is being decreased from cost center 5366 (SHIP Administration), account 51200Z (Project Regular Salaries).
[22-23-009 SHIP Project 20366 \(BA\).pdf](#)
[22-23-009R SHIP 20366 \(Resolution\).pdf](#)
- 11.C *Request adoption of Resolution 22-23-15 for Budget Amendment 22-23-013 to roll projects that were not rolled in the budget process nor completed in FY21-22 into FY22-23 according to actuals after end-of-year close-out.*
David Nitz, OMB Manager
Angie Bollinger, Sr. Budget Analyst
The fiscal impact for FY 22-23 is an increase to Fund 005 (General), Fund 151 (Infrastructure Surtax), Fund 180 (Building), Fund 350 (HCISSRB Construction), and Fund 401 (Solid Waste) in the amounts of \$17,567,384.25, \$1,550,413.07, \$2,200,000.00, \$9,960,319.10, and \$3,228,315.30 respectively, for an overall budget increase of \$34,506,431.72.
[22-23-013 Project Rollover \(BA\).pdf](#)
[22-23-013R Proj Rollover \(Resolution\).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.
[Commissioner's Priorities \(FINAL\) 11.01.2022.pdf](#)

13 COMMISSIONERS

14 INFORMATIONAL

- 14.A *Correction of scrivener's error in the Mental Health Consulting Services Agreement between the Children's Home Society and Highlands County, approved by Highlands County on July 19, 2022.*
Sherry G. Sutphen, County Attorney
[Mental Health Consulting Services Agreement.pdf](#)
- 14.B *Board payables from October 18, 2022 to October 31, 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 Relay Service 711, or by e-mail: hrmanager@highlandsfl.gov." Requests for CART or interpreter services should be made as soon as possible but no later than 48 hours in advance to permit coordination of the service.

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

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

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: November 1, 2022

PRESENTER:

SUBJECT/TITLE: Request approval of the minutes from the September 6, 2022 and September 20, 2022 Regular Meeting(s) of the Board, and the minutes from the September 8, 2022 Budget Public Hearing of the Board.

RECOMMENDED ACTION

Move approval of the minutes from the September 6, 2022 and September 20, 2022 Regular Meeting(s) of the Board, and the minutes from the September 8, 2022 Budget Public Hearing of the Board.

Attachments: [090622REG.pdf](#)
[090822BudgetPH.pdf](#)
[092022REG.pdf](#)

REGULAR MEETING OF THE BOARD, SEPTEMBER 6, 2022

1. The meeting was called to order at 9:00 a.m., in the Highlands County Board of County Commission Chambers at 600 S. Commerce Ave., Sebring, Florida, with the following members present:

Commissioner Kathleen G. Rapp
Commissioner Kevin J. Roberts
Commissioner Scott A. Kirouac

Commissioner Chris Campbell
Commissioner Arlene Tuck

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 Jerome Kaszubowski, Highlands County Clerk of Courts.

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Alfred Nolton, US Air Force, from the NAACP & American Legion.

4. ANNOUNCEMENTS

The Highlands County Construction Licensing, Enforcement and Appeals Board will hold a regular meeting on Tuesday, September 6, 2022, at 7:00 p.m., in the Boardroom, 600 S. Commerce Ave., Sebring, FL.

The Highlands County Industrial Development Authority/Highlands County Economic Development Commission will hold a general body meeting on Wednesday, September 7, 2022, at 8:00 a.m., in the Engineering Training Room, 505 S. Commerce Ave., Sebring, FL.

A public hearing of Highlands County Code Enforcement Thomas S. Dolney, Special Magistrate, will be held at 1:30 p.m., on Wednesday, September 7, 2022, in the Boardroom, 600 S. Commerce Ave., 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 Zoning Board of Adjustment and the Planning & Zoning Commission and Local Planning Agency will hold Public Hearings on Tuesday, September 13, 2022, at 3:00 p.m., or as soon thereafter as possible, in the Commissioners Boardroom, Highlands County Government Center, 600 S. Commerce Ave., Sebring, FL.

The Heartland Library Cooperative Governing Board will meet at 10:30 a.m., on Wednesday, September 14, 2022, at the Lake Placid Memorial Library, 205 W. Interlake Blvd., Lake Placid, 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.

The Highlands County Board of County Commissioners will hold a Special Meeting to honor the volunteer firefighters for their years of service to the county 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. Recognition of Development Services Director Leah Sauls and County Engineer Clinton Howerton, Jr. for graduating from the Certified Public Management Program.

Interim County Administrator Laurie Hurner recognized County Engineer Clinton “Gator” Howerton, Jr. and Development Services Director Leah Sauls for graduating from the Certified Public Management (CPM) Program through Valencia College, and shared that Florida has one of the largest, and most successful, CPM programs in the country, with nearly 5,500 graduates from more than 100 agencies. To achieve this certification, Ms. Hurner stated both Ms. Sauls and Mr. Howerton invested a significant amount of time and a great deal of dedication. **See SMB 149 Page 58.**

B. Recap presentation from Citizens Preparedness Academy.

Gloria Rybinski, Public Information Officer, provided a brief presentation recap of the Citizens Preparedness Academy and recognized several departments that assisted, as well as Duke Energy, who helped make this plan possible. **See SMB 149 Page 59.**

C. Recognition of the Highlands County Tourist Development Council (TDC) for their recent Flagler Award presented by VISIT FLORIDA at the 2022 Florida Governor’s Conference on Tourism.

Casey Hartt, Lead Marketing Consultant, recognized the Highlands County Tourist Development Council for this achievement. **See SMB 149 Page 60.**

7. PUBLIC COMMENT

Alaine Oatman came before the Commission on behalf of Friends of Lake Henry to request support from the Board for dredging of sediment from the canal connecting Lake Henry and Lake June-in-Winter in Lake Placid. Ms. Oatman stated the community has raised \$15,000 to have an approved vendor remove the silt as specified in their permit from Florida Department of Environmental Protection (FDEP) and have been in contact with Road & Bridge Director Jonathan Harrison.

Jonathan Harrison, Road & Bridge Director, stated this would be a repeat process from a request that came before the Board on April 16, 2019 and provided a brief recap from the 2019 project. Ms. Oatman and Mr. Harrison addressed questions raised by the Commission.

Sherry Sutphen stated this request will be reviewed and if action is needed, information will be brought before the Board.

8. CONSENT AGENDA

Chairman Rapp stated agenda item 8J has been revised from (Budget Amendment) 20-21-113 to 21-22-113 and, as requested by Laurie Hurner, Interim County Administrator, item 8V will need to be pulled from the consent agenda for a future meeting.

Commissioner Kirouac moved approval to accept the consent agenda as noted by Chairman Rapp. Commissioner Campbell seconded the motion.

Sherry Sutphen, County Attorney, addressed concerns raised by Commissioner Campbell regarding item 8C.

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

A. Request approval of the minutes from the June 21, 2022, July 5, 2022, July 19, 2022, and August 2, 2022 Regular Meetings of the Board and the minutes from the July 12, 2022 Special Meeting

(Workshop) of the Board. *See Clerk of Courts' website.*

- B. Request approval of the State Aid to Libraries Grant Agreement between the State of Florida, Department of State and the Highlands County Board of County Commissioners for and on behalf of the Highlands County Library System FY 22-23.** *See Library Agreements file.*
- C. Request approval to write-off uncollectible debt owed for asphalt damage on Haw Branch Road from JMR Services.** *See SMB 149 Page 61.*
- D. Request to waive the Landfill Tipping Fees for Highlands County Ag-Venture, Inc. November 15 through November 17, 2022.** *See SMB 149 Page 62.*
- E. Request acceptance of the Duke Energy Florida Economic Development Marketing Assistance allocation in the amount of \$25,000 and adoption of Resolution 21-22-176 for Budget Amendment 21-22-123 to set up Project 21107 (Duke Energy FL Economic Dev. Marketing Assistance).** *See Res. Book 33 Page 81 & SMB 149 Page 63.*
- F. Request acceptance of the Rural Toolkit Site Preparedness Grant from Enterprise Florida, Inc. in the amount of \$25,000 and adoption of Resolution 21-22-177 for Budget Amendment 21-22-124 to set up Project 21108 (Rural Toolkit Site Prep).** *See Res. Book 33 Page 82, Enterprise Florida, Inc. file & SMB 149 Page 64.*
- G. Request approval to move forward with the sale of 5 County owned surplus properties and provide the County Administrator authority to execute the Deeds.** *See SMB 149 Page 65.*
- H. Request approval of the Florida Department of Environmental Protection Grant Agreement between the State of Florida and Highlands County Board of County Commissioners for the Memorial Trailhead Park.** *See Florida Department of Environmental Protection file.*
- I. Request approval to increase Marketing in the amount of \$10,000, an additional allocation from Duke Energy Foundation designated to Project 20066.** *See SMB 149 Page 66.*
- J. Request approval of Budget Amendment 20-21-443 21-22-113 to clean up Project 18366.** *See SMB 149 Page 67.*
- K. Request approval to extend Waiver of Fees for Special STARS (affiliated with Ridge Area ARC), for the rental of the O.S. Sam Polston Auditorium and Conference Room 1 at the Bert J. Harris, Jr. Agricultural Center.** *See SMB 149 Page 68.*
- L. Request consideration of waiver of fees and damage deposit for the Redbeach Community Homeowners for the rental of the Desoto Community Center for Fiscal Year 2022-2023.** *See SMB 149 Page 69.*
- M. Request approval to extend waiver of fees and damage deposit for Nu-Hope Elder Care Services, Inc. for the rental of the O.S. Sam Polston Auditorium at the Highlands County Bert J. Harris, Jr. Agri-Civic Center for their annual Thanksgiving Dinner.** *See SMB 149 Page 70.*
- N. Request consideration of approval for waiver of fees for the 2022-2023 Sebring High School Boys and Girls Soccer Program for the use of the Highlands County Multi-Sports Complex.** *See SMB 149 Page 71.*

- O. **Request adoption of Resolution 21-22-179 for Budget Amendment 21-22-127 in the amount of \$2,524.00 to purchase a signature capture device for the Compuweigh software & hardware upgrade. See Res. Book 33 Page 83 & SMB 149 Page 72.**
- P. **Request adoption of Budget Amendment 21-22-130 to transfer Resurfacing funds for Carey Ave NW and Lake Groves Rd projects. See SMB 149 Page 73.**
- Q. **Request adoption of Resolution 21-22-180 for Budget Amendment 21-22-128 to set up resident funds for Project 21109 Aquatic Spraying Cost Share Program. See Res. Book 33 Page 84 & SMB 149 Page 74.**
- R. **Request adoption of Resolution 21-22-178 for Budget Amendment 21-22-126 in the amount of \$135,856.00 to purchase Federal Wetland Mitigation Credits, Eagle Nest Take Permit mitigation credits, and additional engineering and permitting services by Chastain Skillman, Inc. for the Highlands County Solid Waste Management Center (HCSWMC) – Borrow Pit Mining for Cover Material Project. See Res. Book 33 Page 85 & SMB 149 Page 75.**
- S. **Request approval of Budget Amendment 21-22-125 to realign Sheriff budgets within General Fund. See SMB 149 Page 76.**
- T. **Request adoption of Resolution 21-22-181 for Budget Amendment 21-22-129 to Transfer funds from Project 16056 HCSO Detention Reconfiguration into Project 21029 Jail Kitchen Hood. See Res. Book 33 Page 86 & SMB 149 Page 77.**
- U. **Request approval of Task Order Assignment #1-1 (TOA #1-1) with Chastain Skillman, Inc. for Additional Engineering and Permitting Services on the Highlands County Solid Waste Management Center – Borrow Pit Mining and Cover Material Project. See Chastain-Skillman file.**
- V. ~~**Request to appoint Regular Voting Members to the Highlands County Board of Adjustment (BOA) and the Planning and Zoning Commission and Local Planning Agency (P&Z). This item was pulled from the agenda. See SMB 149 Page 78.**~~
- W. **Request to appoint Toby Frost and Debra Downing as voting members of the Children's Services Council. See SMB 149 Page 79.**

9. PUBLIC HEARING

No public hearings.

10. ACTION AGENDA

As requested by Laurie Hurner, Interim County Administrator, Chairman Rapp stated agenda item 10I will be pulled from the action agenda for a future meeting and item 10C will be presented along with item 10H.

Commissioner Campbell moved approval to set the action agenda as amended. Commissioner Roberts seconded the motion.

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

Please note: Item 10H was considered before item 10C. Item 10F was heard after agenda item 10K.

- A. **Request to approve trade in of the Landfill's John Deere 1050 Dozer, Asset LF321, to purchase a new John Deere 850L XLT Dozer.**

Clinton Howerton, Jr., County Engineer, and Robert A. Diefendorf, Jr., Assistant to County Engineer, presented the request and addressed questions and concerns raised by the Commission.

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

Commissioner Kirouac moved approval of the trade-in of the Landfill's John Deere 1050 Dozer, Asset LF321, to purchase a new John Deere 850L XLT Dozer in the amount of \$452,614.25, less trade credit of \$500,000. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. **See SMB 149 Page 80.**

B. Request approval of the Tourist Development Council's recommendation for the FY 2022-2023 Marketing Plan and Budget.

Casey Hartt, Lead Marketing Consultant, provided a presentation on the 2022-2023 Tourist Development Council's Marketing Plan & Budget and addressed questions raised by Commissioner Roberts.

Commissioner Roberts and Commissioner Campbell expressed their gratitude to Ms. Hartt and the great job she is doing for the Tourist Development Council and Highlands County.

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

Commissioner Campbell moved approval of the Tourist Development Council's recommendation for the FY 2022-2023 Marketing Plan and Budget. Commissioner Kirouac seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. **See SMB 149 Page 81.**

C. Request adoption of Resolution 21-22-175 for Budget Amendment 21-22-122 to add additional funds to Project# 18007 Heron Street from Hammock Road to Howey Road.

Clinton Howerton, Jr., County Engineer, presented the request.

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

Commissioner Kirouac moved approval of Budget Amendment 21-22-122 and to adopt Resolution #21-22-175 in the amount of \$220,546.00. Commissioner Roberts seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. **See Res. Book 33 Page 88 & SMB 149 Page 82.**

D. Request approval of the American Rescue Plan Act (ARPA) Subrecipient Agreement with Sun 'N Lake (of Sebring) Improvement District.

Liz Barber, Legislative Affairs & Grants Coordinator, and Brandon Gunn, ARPA Project Manager, presented the request.

Commissioner Tuck expressed her concerns.

Commissioner Kirouac stated the recommended action has the amount as \$561,000 but it should be \$561,100. Ms. Barber agreed with Commissioner Kirouac and stated the amount is correct in the agreement. Sherry Sutphen, County Attorney, stated if the motion is to approve the agreement, then the correct amount must be stated in the motion.

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

Commissioner Kirouac moved approval of the American Rescue Plan Act (ARPA) Subrecipient Agreement with Sun 'n Lake (of Sebring) Improvement District for up to \$561,100 for 9 water projects. Commissioner Campbell seconded the motion.

Commissioner Roberts addressed his concerns and the reason for his support of this motion.

Upon roll call, all Commissioners voted aye, except for Commissioner Tuck, who voted nay. The motion carried. **See Sun 'n Lake of Sebring Improvement District file.**

E. Request approval of Professional Services Agreement between Highlands County and Jones Edmunds & Associates, Inc. for Design Services for Class I Landfill Expansion Pursuant to RFP No. 22-004 and Budget Amendment 21-22-132.

Clinton Howerton, Jr., County Engineer, and Robert A. Diefendorf, Jr., County Engineering Project Manager, presented the request and addressed questions and concerns raised by the Commission.

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

Commissioner Campbell moved approval of the Professional Services Agreement between Highlands County and Jones Edmunds & Associates, Inc. for Design Services for Class I Landfill Expansion Pursuant to RFP No. 22-004 in the amount of \$1,771,564.00 for the base scope of services and alternates, and Budget Amendment 21-22-132. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. **See Jones Edmunds & Associates, Inc. file & SMB 149 Page 83.**

F. Request approval of State of Florida Law Enforcement Salary Assistance ("LESA") award and authorize Board Chair to sign Grant Award.

Laurie Hurner, Interim County Administrator, presented the request for Sheriff Paul Blackman and addressed questions raised by Commissioner Kirouac.

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

Commissioner Kirouac moved approval of the award and authorize Board Chair to sign Grant Award Agreement. Commissioner Roberts seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. **See Sheriff's Office file.**

G. Request adoption of Resolution 21-22-182 for Budget Amendment 21-22-131 for Pre-EOY Negative Account balance Clean-Up in Various Cost Centers.

David Nitz, OMB Manager, presented the request.

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

Commissioner Tuck moved approval to adopt Resolution #21-22-182 for Budget Amendment 21-22-131. Commissioner Kirouac seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. **See Res. Book 33 Page 89 & SMB 149 Page 84.**

- H. **Request to execute the attached Resolution 21-22-174 and Supplemental Agreement No. 01 and Revised Exhibit B with the State of Florida Department of Transportation (FDOT) to provide additional funding needed to complete construction for the widening and resurfacing for Project #18007 Heron Street from Hammock Road to Howey Road.**

Clinton Howerton Jr., County Engineer, presented the request.

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

Commissioner Kirouac moved approval of the SCRAP Supplemental Agreement No. 01 and Revised Exhibit B between FDOT and Highlands County for additional funding in the amount of \$220,546.00 in conjunction with Resolution #21-22-174. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. **See Res. Book 33 Page 87 & FDOT file.**

- I. ~~**Request to appoint seven members to the Highlands County Future Growth Fund Advisory Committee.**~~ This item was pulled from the agenda. **See SMB 149 Page 85.**

- J. **Request approval of Property, Crime, Automobile, General Liability, Miscellaneous Liability, Watercraft, and Workers' Compensation insurance annual renewal for fiscal year 2022/2023.**

Sherri L. Bennett, Human Resources Manager, presented the request and addressed questions raised by Commissioner Kirouac.

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

Commissioner Campbell moved approval of the Property, Crime, Automobile, General Liability, Miscellaneous Liability, Watercraft, and Workers' Compensation Insurance Policies annual renewal for fiscal year 2022/2023 with Risk Management Associates, Inc. d/b/a Brown & Brown PRIA, Agent of Record for Preferred Governmental Insurance Trust. Commissioner Kirouac seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. **See Preferred Governmental Insurance Trust file.**

- K. **Request adoption of Resolution 21-22-160 for Budget Amendment 21-22-121 to appropriate additional Fund Balance in Fund 151 (Infrastructure Surtax).**

David Nitz, OMB Manager, presented the request.

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

Commissioner Kirouac moved approval to adopt Resolution 21-22-160 for Budget Amendment 21-22-121 to appropriate additional fund balance in Fund 151. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. **See Res. Book 33 Page 90 & SMB 149 Page 86.**

- L. **Request adoption of Resolution 21-22-183 for Budget Amendment 21-22-133 to appropriate additional revenue received by the Sheriff's Office.**

Laurie Hurner, Interim County Administrator, presented the request for Sheriff Paul Blackman.

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

Commissioner Campbell moved approval to adopt Resolution 21-22-183 for Budget Amendment 21-22-133 to appropriate additional revenue received by the Sheriff's Office. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. **See Res. Book 33 Page 91 & SMB 149 Page 87.**

11. COUNTY ADMINISTRATOR & LEGAL

A. County Attorney Status Report.

Sherry G. Sutphen, County Attorney, presented the County Attorney Status Report. **See SMB 149 Page 88.**

Ms. Sutphen provided updates on a recent claim filed against the county and a foreclosure action that was handled by Assistant County Attorney Matt Raulerson.

Ms. Sutphen provided an update on the recruitment process for County Administrator and addressed questions raised by Commissioner Roberts.

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

Laurie Hurner, Interim County Administrator, presented the Commissioner's Priorities and the Project Status Report. **See SMB 149 Page 89.**

Ms. Hurner and Commissioner Roberts provided an update on the Memorial Drive culvert project. Commissioner Roberts recognized Jonathan Harrison, Road & Bridge Director, and his crew for the amazing job they did on this project.

12. COMMISSIONERS

Commissioner Tuck shared a thank you card and pictures she received from the Venus residents to thank all the Commissioners for the repairs to their building (Venus Clubhouse).

Commissioner Campbell requested a consensus or thoughts from the other commissioners regarding the possibility of moving the Board meetings from Tuesday to Thursday next year, because of meetings like today, that fall the day after a holiday. Commissioner Campbell stated this would also accommodate the Board and department staff who may have a flexible work week, with half off on Friday and the other half off on Monday.

County Attorney Sherry Sutphen stated there may be an ordinance that states when the Board meetings are to take place, but she will look into this should the Board be interested.

13. INFORMATIONAL

A. Board payables from August 16, 2022 to September 5, 2022. See Check Reports 2022 file.

14. ADJOURN

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

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

The meeting was adjourned at 10:49 a.m.

PUBLIC HEARING OF THE BOARD to consider the FY 2022-2023 PROPOSED BUDGET

SEPTEMBER 08, 2022

1. The meeting was called to order at 5:30 p.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 Kevin J. Roberts
Commissioner Scott A. Kirouac**

**Commissioner Chris Campbell
Commissioner Arlene Tuck**

Also present: Laurie Hurner, Interim County Administrator, Matt Raulerson, Assistant County Attorney; Jerome Kaszubowski, Clerk of Courts; and Jill Ann Shields, Deputy Clerk.

2. **INVOCATION**

The meeting opened with a prayer led by C. Raymond McIntyre, Highlands County Property Appraiser.

3. **PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Jonathan Harrison, Road & Bridge Director, Highlands County.

4. **Reading of the announcement sheet into the record by the Chair**

Chairman Rapp read the announcement sheet into the record. Notice of this public hearing was submitted to the Clerk to become part of the permanent record. **See SMB 149 Page 92.**

5. **Public hearing statement (read by Chairman) to identify the millage rate and the purpose of the Public Hearing**

Chairman Rapp read into the record the public hearing statement identifying the millage rate and purpose of the public hearing. **See SMB 149 Page 93.**

6. **Budget Presentation by OMB Staff**

- A. **Presentation of the Fiscal Year (FY) 2022-2023 Proposed Budget Power Point**

David Nitz, OMB Manager, recognized the OMB Staff and gave a brief presentation on the Proposed Budget for FY 2022/2023. **See SMB 149 Page 94.**

7. **1st Budget Public Hearing open to public input, discussion and comments**

Chairman Rapp opened the floor to the public. Input was not provided.

8. **Motion for Resolutions for the adoption of the FY 2022-2023 Budget**

- A. **Review of the Proposed Budget for FY 22/23 and request adoption of Resolutions as required by the Florida Department of Revenue. See SMB 149 Page 95.**

- 1.) **Resolution No. 21-22-188 to Adopt the Millage Rate**

Commissioner Campbell read into the record the Resolution adopting the Tentative Millage Rate for FY 22/23.

Commissioner Kirouac moved approval to adopt the Resolution adopting the Tentative Millage Rate for FY 22/23 as read. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. **See Res. Book 33 Page 105.**

2.) Resolution No. 21-22-189 to Adopt the Tentative Budget

Commissioner Tuck read into the record the Resolution adopting the Tentative Budget for FY 22/23.

Commissioner Roberts moved approval to accept the Resolution adopting the Tentative Budget for FY 22/23 as presented. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioner voted aye. The motion carried. **See Res. Book 33 Page 106.**

3.) Resolution No. 21-22-190 to Adopt the Budget for Municipal Service Units and Districts

Commissioner Kirouac read into the record the Resolution adopting the Budget for the Municipal Service Units and Districts.

Commissioner Campbell moved approval to adopt the Resolution adopting the Budget for Municipal Service Units and Districts as presented. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. **See Res. Book 33 Page 107.**

A moment of silence was observed to honor Queen Elizabeth II who had passed away earlier today.

9. ADJOURN

Commissioner Kirouac moved to adjourn the Public Hearing of the Board. Commissioner Roberts seconded the motion.

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

The meeting was adjourned at 5:52 p.m.

REGULAR MEETING OF THE BOARD, SEPTEMBER 20, 2022

1. The meeting was called to order at 9:00 a.m., in the Highlands County Board of County Commission Chambers at 600 S. Commerce Ave., Sebring, Florida, with the following members present:

Commissioner Kathleen G. Rapp
Commissioner Kevin J. Roberts
Commissioner Scott A. Kirouac

Commissioner Chris Campbell
Commissioner Arlene Tuck

Also present: Laurie Hurner, Interim County Administrator, Sherry G. Sutphen, County Attorney; Sally Hood, Director of Accounting & Finance for the Clerk of Courts; and Jill Ann Shields, Deputy Clerk.

2. INVOCATION

The meeting opened with a prayer led by Pastor Jordan Terrell, with Bible Fellowship Church.

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Michelle Rigterink, US Air Force, from the Highlands County Veteran Services Office.

A moment of silence was observed for the recent passing of Charles "Charlie" Cullens, the county's first county administrator in 1971 and Interim County Administrator Laurie Hurner's uncle.

4. ANNOUNCEMENTS

The Highlands Soil & Water Conservation District will hold a Board meeting on Tuesday, September 20, 2022, at 3:00 p.m., in Conference Room 3, of the Bert J. Harris, Jr. Agricultural Center, 4505 George Blvd., 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.

The Highlands County Board of County Commissioners will hold a Special Meeting to honor the county's Volunteer Firefighters for their years of service on Tuesday, September 20, 2022, at 5:30 p.m., in the Boardroom, 600 S. Commerce Ave., Sebring, FL.

The Affordable Housing Advisory Committee will meet on Wednesday, September 21, 2022, at 3:30 p.m., in the Engineering Training Room, 501 S. Commerce Ave., Sebring, FL.

The Heartland Regional Transportation Planning Organization (HRTPO) will hold a meeting on Wednesday, September 21, 2022, at 10:00 a.m., at the Lake Placid Government Center, 1069 US 27, Lake Placid, FL.

The National Resources Advisory Commission will hold a special meeting on Wednesday, September 21, 2022, at 4:00 p.m., or as soon thereafter as possible, in conference room 3, of the Bert J. Harris, Jr. Agricultural Center, 4505 George Blvd., Sebring, FL, or such other location and or with the assistance of communications, media technology, as may be deemed necessary based on Covid-19 pandemic concerns.

The Istokpoga Marsh Watershed Improvement District (IMWID) will meet on Thursday, September 22, 2022, at 5:30 p.m., in conference room 2, of the Bert J. Harris, Jr. Agricultural Center, 4505 George Blvd., Sebring, FL.

The Highlands County Health Facilities Authority will meet on Friday, September 23, 2022, at 8:30 a.m., in the City Council Chambers of the City of Sebring, 368 S. Commerce Ave., Sebring, FL.

The Lake Istokpoga Management Committee (LIMC) will meet on Thursday, September 29, 2022, at 9:00 a.m., in conference room 3, of the Bert J. Harris, Jr. Agricultural Center, 4505 George Blvd., Sebring, FL.

In regards to a letter of support for the college (South Florida State College) and the technical assistance grant, County Attorney Sherry G. Sutphen stated there was not sufficient time to add this item to this week's agenda and requested this be added as an action item for discussion.

5. CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:

No report.

6. RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:

A. Recognition of Danny Lamere, Road and Bridge Crew Leader, on his retirement.

Jonathan Harrison, Road & Bridge Director, and Laurie Hurner, Interim County Administrator, presented a recognition plaque to Danny Lamere, Road & Bridge Crew Leader, his 9+ years of dedicated service to the citizens of Highlands County and wished him well on his retirement. **See SMB 149 Page 96A.**

Special Update: Report on Storm Response Underway within Highlands County.

Clinton Howerton, Jr., County Engineer, Jonathan Harrison, Road & Bridge Director, Carley Fitzgerald, GIS Manager, Chief E. Laney Stearns, Public Safety Director, Deputy Chief Mark Ellis, Highlands County Fire & Rescue, and Brian Newhouse, Emergency Management Manager, provided an update on the recent rainfall events and addressed drainage concerns. **See SMB 149 Page 96B.**

Jonathan Harrison, Road & Bridge Director, also provided an update with the IMWID's (Istokpoga Marsh Watershed Improvement District) rainfall and drainage concerns.

Clinton Howerton, Jr., County Engineer, Laurie Hurner, Interim County Administrator, and Chief E. Laney Stearns, Public Safety Director, addressed questions raised by the Commission.

Laurie Hurner, Interim County Administrator, commended the Engineering, Road & Bridge, and Emergency Management Departments who went above and beyond for the citizens this weekend.

7. PUBLIC COMMENT

Ralph Flores came before the Commission to address concerns regarding the renaming of his business property, formerly 1422 US 27 N, and now renamed 4000 Tranquility Lane, Avon Park, Florida. Interim County Administrator Laurie Hurner directed Mr. Flores to meet with County Engineer Clinton Howerton, Jr. after the meeting.

8. CONSENT AGENDA

Commissioner Campbell moved approval to accept the consent agenda as submitted. Commissioner Kirouac seconded the motion.

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

A. Request approval to move forward with the sale of 35 County owned surplus properties and provide the County Administrator authority to execute the Deeds. See SMB 149 Page 97.

- B. **Request for support and signature for the letter of support for Florida Heartland Economic Region of Opportunity's (FHRO) Department of Economic Opportunity Grant Application.** *See Florida Heartland Economic Region of Opportunity (FHRO) file.*
- C. **Request approval of Budget Amendment 21-22-134 to transfer funds from Regular Salaries & Wages (51200) and Professional Services (53100) to Project Professional Services (53100Z) within the 2700 Cost Center for Planning Services related to long range planning.** *See SMB 149 Page 98.*
- D. **Request to approve and execute the plat of Skinner Homesites for recordation.** *See Skinner Homesites – Plat file (Plat recorded in Plat Book 17 Page 50).*
- E. **Request approval of the Public Emergency Medical Transportation Letter of Agreement with the State of Florida, Agency for Health Care (AHCA) relating to intergovernmental transfer to the State for the supplemental payment program for Medicaid managed care patients related to fiscal year 2022-2023.** *See Agency for Health Care (AHCA) file.*
- F. **Request change order approval for Clifton Larson Allen (CLA) external audit agreement for fiscal year 2022-2023.** *See Clifton Larson Allen (CLA) file.*
- G. **Request approval of an updated Interlocal Agreement between Desoto County BOCC, Glades County BOCC, Hardee County BOCC, Highlands County BOCC, and Okeechobee County BOCC for the continuation of services provided by the Heartland Library Cooperative.** *See Heartland Library Cooperative file.*
- H. **Request the adoption of the updated Heartland Library Cooperative policies for the Highlands County Library System.** *See Heartland Library Cooperative file.*
- I. **Request adoption of Resolution 21-22-187 and 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 21-22-191 for Budget Amendment 21-22-135.** *See Res. Book 33 Page 108 (Res. No. 21-22-187), Res. Book 33 Page 109 (Res. No. 21-22-191), Florida Department of Transportation file, & SMB 149 Page 99.*
- J. **Request adoption of Resolution 21-22-192 pertaining to the Sebring Ridge Utility Annuity, providing for the release of escrow account.** *See Res. Book 33 Page 110 & SMB 149 Page 100.*
- K. **Request approval Budget Amendment 21-22-136 to transfer funds to affected cost center shortfalls.** *See SMB 149 Page 101.*
- L. **Request approval of an Agreement with the Florida Network of Children's Advocacy Center to distribute proceeds from the Stop Child Abuse License Plate and Voluntary Contribution program and adoption of Resolution 21-22-193 for Budget Amendment 21-22-137.** *See Res. Book 33 Page 111, Children's Advocacy Center file, & SMB 149 Page 102.*
- M. **Request approval to accept dredging material from the Lake Henry dredging project to be used for Count-related purposes and maintenance activities.** *See SMB 149 Page 103.*

9. PUBLIC HEARING

- A. **Public hearing to consider adoption of Large-Scale Comprehensive Plan Future Land Use Amendment CPA-22-602LS, for an approximate 8.09 acres, from Agriculture (AG),**

Commercial/Industrial Mixed Use (CI), and Industrial (I) to Commercial (C) and amend the text of the Future Land Use Element of the Highlands County 2030 Comprehensive Plan.

Melony Culpepper, Assistant Development Services Director/Planning & Zoning Manager, presented. This public hearing was properly advertised, and a proof of publication was submitted to the Clerk to become part of the permanent record. Ms. Culpepper questioned if any of the commissioners held ex parte communications concerning this hearing. All commissioners stated no. Ms. Culpepper read the caption of the proposed ordinance into the record and addressed questions raised by Commissioner Tuck.

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

Ms. Culpepper read into the record the recommended motion for **CPA-22-602LS**.

Commissioner Tuck moved approval of the motion as read into the record. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. **See Comprehensive Plan Amendment file & Ordinance Book 19 (Ordinance No. 21-22-23).**

- B. Public hearing to consider adoption of Small-Scale Comprehensive Plan Future Land Use Amendment CPA-22-605SS, for an approximate 0.69-acre parcel, from High Density Residential (RH) to Commercial (C).**
- C. Public hearing to consider adoption of P&Z Hearing No. 2107, changing the Official Zoning Atlas for an approximate 0.69-acre parcel, from Industrial with a Conditional Use (I-2 CU) to Business District with a Conditional Use (B-3 CU).**

Melony Culpepper, Assistant Development Services Director/Planning & Zoning Manager, presented items 9B and 9C together as they both pertain to the same property. These public hearings were properly advertised, and a proof of publication was submitted to the Clerk to become part of the permanent record. Ms. Culpepper read the caption of the proposed ordinance into the record and questioned if any of the Commissioners held ex parte communications concerning these hearings. All Commissioners stated no.

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

Ms. Culpepper read into the record the recommended motion for **CPA-22-605SS**.

Commissioner Roberts moved approval of the motion as read into the record. Commissioner Kirouac seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. **See Comprehensive Plan Amendment file & Ord Book 19 (Ordinance No. 21-22-32).**

Ms. Culpepper read into the record the recommended motion for **P&Z Hearing No. 2107**.

Commissioner Kirouac moved approval of the motion as read into the record. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. **See Zoning Changes file & Res. Book 33 Page 112 (Resolution No. 21-22-184).**

- D. **Public hearing to consider adoption of Small-Scale Comprehensive Plan Future Land Use Amendment CPA-22-606SS, for an approximate 9.80-acre parcel, from Existing Designation Category (E) to Agriculture (AG).**
- E. **Public hearing to consider adoption of P&Z Hearing No. 2108, changing the Official Zoning Atlas for an approximate 9.80-acre parcel, from Two-Family Dwelling District (R-2) to Agricultural District (AU).**

Rachel Barry, Zoning Supervisor, presented items 9D and 9E together as they both pertain to the same property. These public hearings were properly advertised, and a proof of publication was submitted to the Clerk to become part of the permanent record. Ms. Barry read the caption of the proposed ordinance into the record and questioned if any of the Commissioners held ex parte communications concerning these hearings. All Commissioners stated no.

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

Ms. Barry read into the record the recommended motion for **CPA-22-606SS**.

Commissioner Kirouac moved approval of the motion as read into the record. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. **See Comprehensive Plan Amendment file & Ord Book 19 (Ordinance No. 21-22-33).**

Ms. Barry read into the record the recommended motion for **P&Z Hearing No. 2108**.

Commissioner Kirouac moved approval of the motion as read into the record. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. **See Zoning Changes file & Res. Book 33 Page 113 (Resolution No. 21-22-185).**

- F. **Public hearing to consider adoption of P&Z Hearing No. 2109, changing the Official Zoning Atlas for an approximate 0.45 acres, from Limited Business District (B-2) to Residential District (R-1).**

Melony Culpepper, Assistant Development Services Director/Planning & Zoning Manager, presented. This public hearing was properly advertised, and a proof of publication was submitted to the Clerk to become part of the permanent record. Ms. Culpepper questioned if any of the Commissioners held ex parte communications concerning this hearing. All Commissioners stated no.

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

Ms. Culpepper read into the record the recommended motion for **P&Z Hearing No. 2109**.

Commissioner Roberts moved approval of the motion as read into the record. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. **See Zoning Changes file & Res. Book 33 Page 114 (Resolution No. 21-22-186).**

10. ACTION AGENDA

Chairman Rapp stated the action agenda has been amended to add item 10B regarding the letter of support for the college (South Florida State College) and the technical assistance grant.

Commissioner Kirouac moved to accept the action agenda as presented with the added item. Commissioner Tuck seconded the motion.

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

A. Request appointment of two (2) regular voting members to the Highlands County Planning and Zoning Commission acting as the Local Planning Agency and Board of Adjustment.

Leah Sauls, Development Services Director, presented the request.

Commissioner Tuck and Commissioner Kirouac expressed their concerns.

Commissioner Kirouac made a motion to move that Emma Reynolds Ezell and Frank Youngman be appointed to the (2) two vacancies on the Planning and Zoning (Commission). Commissioner Tuck seconded the motion.

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

The Commission expressed their support on this motion.

Upon roll call, all Commissioners voted aye. The motion carried. **See SMB 149 Page 104.**

B. Request approval of a Letter of Support for South Florida State College.

Sherry G. Sutphen, County Attorney, presented the request.

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

Commissioner Kirouac moved to approve the letter as presented. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. **See SMB 149 Page 105.**

11. COUNTY ADMINISTRATOR & LEGAL

A. County Attorney Status Report.

In regards to the last Board meeting's discussion of the possibility of moving the meetings to Thursdays rather than Tuesdays, Sherry G. Sutphen, County Attorney, provided an update and requested direction from the Commission.

The Commission expressed their concerns.

Laurie Hurner, Interim County Administrator, stated staff will bring back information on this item at a future meeting and thanked the Commission for their input.

Ms. Sutphen presented the County Attorney File Log as of September 14, 2022 and received feedback from the Commission for future attorney logs. **See SMB 149 Page 106.**

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

Laurie Hurner, Interim County Administrator, presented the Commissioner's Priorities and the Project Status Report and on behalf of the Hurner and Cullens family, thanked the Commission for their care and concern during this difficult time. **See SMB 149 Page 107.**

12. COMMISSIONERS

Commissioner Tuck stated she has received concerns from a citizen in Placid Lakes regarding a resident that has at least 15 dogs that she raises to sell and asked if the county would consider an ordinance restricting businesses in a residential area. County Attorney Sherry G. Sutphen stated staff is researching other counties to gather ideas to bring back to the Board for direction.

Commissioner Tuck expressed her concerns with smoking in parks and asked if the county would consider an ordinance restricting smoking. Ms. Sutphen stated this is an ordinance they can make very easily regulating cigarettes, but citizens would still be able to smoke filterless cigars in parks.

Commissioner Roberts commented on the staff and their great work and the upcoming Champion for Children Foundation's Annual Awards Gala that honors child advocacy this Thursday, September 22, 2022.

Commissioner Campbell mentioned that this Saturday, September 24, 2022, is the sendoff for the honor flight to Washington, D.C., for the veterans and stated they are meeting at the Bert J. Harris, Jr. Agricultural Center at 3 a.m. Commissioner Campbell shared the sendoff is open to anyone who wishes to participate.

13. INFORMATIONAL

A. Correction of scrivener's error in Memorandum of Understanding between University of Florida and Highlands County, approved by Highlands County on July 19, 2022. See SMB 149 Page 108.

B. Board payables from September 6, 2022 to September 19, 2022. See Check Reports (2022) file.

14. ADJOURN

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

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

The meeting was adjourned at 10:42 a.m.

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: 11/1/2022

PRESENTER: Liz Barber, Legislative Affairs & Grants Coordinator

SUBJECT/TITLE: Request approval to renew the service agreement with Merchant McIntyre Associates for federal funding initiatives.

STATEMENT OF ISSUE

Every dollar that is secured by grant funding is one more dollar that provides local budget relief to the general fund at the county. With the large amounts of federal funding coming down the pipeline, it's our chance to secure as much of these federal grant funds as possible to which we qualify. This agreement would continue the comprehensive federal funding strategy to include federal grant applications and federal legislative appropriations/earmarks. The Legislative Affairs & Grants Coordinator would work with the County Administrator to focus on moving forward with MM to secure grants to fund the commission's priorities and ensure the highest possible ROI.

RECOMMENDED ACTION

Move to approve renewal of the service agreement with Merchant McIntyre Associates for federal funding initiatives.

FISCAL IMPACT

There is a \$78,000 fiscal impact to cost center 2111 (Business Services) to account 53100 (Professional Services).

Attachments: [MM Service Agreement FY22-23.docx](#)



SERVICE AGREEMENT

HIGHLANDS COUNTY, FL (the “County”) agrees to retain **MERCHANT MCINTYRE & ASSOCIATES, LLC**, a Delaware limited liability company with a principal place of business in Washington, D.C. (“MM”) (together, the “Parties”), for government relations services commencing on August 1, 2022 and terminating on July 31, 2023 (the “Initial Term”).

Fee. The County agrees to pay MM a total professional fee of \$6,500 per month, billed monthly in advance. Payment shall be made to MM on or before the first (1st) of each month at the address listed on the MM invoice(s). Federal funds may not be used to pay MM professional fees.

Deliverables. MM shall produce the following deliverables during the Term of this Agreement:

1. Continue identifying federal grant opportunities for which the County is eligible and competitive;
2. Support the County in all facets of the federal grant process, including planning, partnership development, grant writing, budget development, proposal submission, administrative requirements, and compliance;
3. Continue engaging federal agency personnel with jurisdiction over funding on behalf of the County and building support for the County’s priorities and grant applications among its Members of Congress; and
4. Build, strengthen, and help leverage relationships with the County’s Congressional delegation, the Administration, and other key decision-makers to support the County’s position on federal legislation, including appropriations.

Renewal. After the Initial Term expires, this Agreement shall be automatically renewed for successive one (1) year terms thereafter (each a “Renewal Term”) unless otherwise canceled in accordance with the termination provisions of this Agreement. Each Renewal Term shall incorporate all terms of the original Agreement unless mutually agreed to by both parties, in writing.

Termination. After the Initial Term, either party may terminate this contract at any time, with or without cause, by giving the other party ninety (90) days written notice to terminate.

Assurances. In its capacity as a consultant, MM shall make its best effort to assist the County in pursuing its federal funding and government relations objectives. The nature of these objectives shall be determined by the County with the advice and assistance of MM. In this role, MM shall plan and implement all government relations strategies designed to accomplish the County’s federal funding objectives; assist in the preparation of grant applications and supporting materials for the initiatives; develop meetings with Members of Congress, congressional staff, and federal agency decision-makers to advance the funding initiatives; and serve as liaison to federal agencies

relevant to the County’s funding initiatives. The County agrees to frequent communication with MM and to provide MM the necessary information in real time to help MM plan and implement strategies.

Assignment. No other party shall assign any of its rights or delegate any of its duties or obligations under this Agreement without the express written consent of the other party.

* * *

IN WITNESS THEREOF, the parties hereto have executed or approved this Agreement on the dates below their signatures.

Brent W. Merchant
Principal and Co-Founder
Merchant McIntyre & Associates, LLC

Commissioner Kathy Rapp, Chair
Highlands County Board of County Commissioners
Highlands County, FL

Date: _____

Date: _____

#

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: November 1, 2022

PRESENTER: Leah Sauls, Development Services Director

SUBJECT/TITLE: Request to approve Amendment No. 1 to Agreement No. 20126 between the Board and State of Florida Fish and Wildlife Conservation Commission extending the term of Agreement from June 30, 2023, to December 31, 2023.

STATEMENT OF ISSUE

The Commission and Grantee have partnered together to extend the Term of Agreement No. 20126 allowing for additional time to complete the project of adding additional boat trailer parking to Lake Istokpoga Park.

RECOMMENDED ACTION

Move to approve Amendment No. 1 to Agreement No. 20126 between the Board and State of Florida Fish and Wildlife Conservation Commission extending the term of Agreement from June 30, 2023, to December 31, 2023.

FISCAL IMPACT

No additional fiscal impact from the original Agreement.

Attachments: [20126-A1 Highlands County Amendment_Unsigned.pdf](#)
[20126_-_Highlands_County_-_Agreement_Final_-_bee.pdf](#)

AMENDMENT

STATE OF FLORIDA

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

FWC Agreement No. #20126, Amendment #1

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

CHANGES TO THE CONTRACT

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

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

Agreement Period and Commission’s Limited Obligation to Pay. This Agreement is made pursuant to a grant award and shall be effective upon execution by the last Party to sign and shall remain in effect through 12/31/2023. However, as authorized by Rule 68-1.003, F.A.C., referenced grant programs may execute Agreements with a retroactive start date of no more than sixty (60) days, provided that approval is granted from the Executive Director or his/her designee and that it is in the best interest of the Commission and State to do so. For this agreement, the retroactive start date was not approved. The Commission’s Grant Manager shall confirm the specific start date of the Agreement by written notice to the Grantee. The Grantee shall not be eligible for reimbursement or compensation for grant activities performed prior to the start date of this Agreement nor after the end date of the Agreement. For this agreement, pre-award costs are not eligible for reimbursement. If necessary, by mutual agreement as evidenced in writing and lawfully executed by the Parties, an Amendment to this Agreement may be executed to lengthen the Agreement period.

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

Term of Agreement: The term of the Agreement shall begin upon execution by the last Party to sign and shall remain in effect until December 31, 2023. Prior to the end of term, Grantee shall complete the tasks and provide the deliverables described in this Scope of Work. **All activities must be completed by December 31, 2023.**

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

SIGNATURES

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

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

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

ATTACHMENTS

Attachments in this Agreement include the following:

- No Attachments

**STATE OF FLORIDA
FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION**

AGREEMENT NO. 20126

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

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

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

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

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

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

1. PROJECT DESCRIPTION.

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

2. **PERFORMANCE.**

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

3. **AGREEMENT PERIOD.**

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

4. **COMPENSATION AND PAYMENTS.**

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

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

- C. **Invoices.** Each invoice shall include the Commission Agreement Number and the Grantee's Federal Employer Identification (FEID) Number. Invoices, with supporting documentation, may be submitted electronically to the attention of the Commission's Grant Manager identified in Paragraph ten (10), below. If submitting hard copies, an original and two (2) copies of the invoice, plus all supporting documentation, shall be submitted. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Grantee acknowledges that the Commission's Grant Manager shall reject invoices lacking documentation necessary to justify invoiced expenses.
- D. **Match.** Pursuant to grant program guidelines, the Grantee is not required to contribute non-federal match towards this Agreement. If applicable, details regarding specific match requirements are included in Attachment A, Scope of Work.
- E. **Travel Expenses.** If authorized in Attachment A, Scope of Work, travel expenses shall be reimbursed in accordance with Section 112.061, F.S.
- F. **State Obligation to Pay.** The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation and authorization to spend by the Legislature. The Parties hereto understand that this Agreement is not a commitment to future appropriations but is subject to appropriation and authority to spend provided by the Legislature. The Commission shall be the final authority as to the availability of funds for this Agreement, and as to what constitutes an "annual appropriation" of funds to complete this Agreement. If such funds are not appropriated or available for the Agreement purpose, such event will not constitute a default on behalf of the Commission or the State. The Commission's Grant Manager shall notify the Grantee in writing at the earliest possible time if funds are not appropriated or available.
- G. **Non-Competitive Procurement and Rate of Payment.** Section 216.3475, F.S., requires that under non-competitive procurements, a Grantee may not receive a rate of payment in excess of the competitive prevailing rate for those services unless expressly authorized in the General Appropriations Act. If applicable, Grantee warrants, by execution of this Agreement, that the amount of non-competitive compensation provided in this Agreement is in compliance with Section 216.3475, F.S.
- H. **Time Limits for Payment of Invoices.** Payments shall be made in accordance with Sections 215.422 and 287.0585, F.S., which govern time limits for payment of invoices. Section 215.422, F.S. provides that agencies have five (5) working days to inspect and approve Deliverables, unless the Scope of Work specifies otherwise. If payment is not available within forty (40) days, measured from the latter of the date the invoice is received or the Deliverables are received, inspected and approved, a separate interest penalty set by the Department of Financial Services pursuant to Section 55.03(1), F.S., will be due and payable in addition to the invoice amount. Invoices returned to a Grantee due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency.
- I. **Electronic Funds Transfer.** Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer, within thirty (30) days of the date the last Party has signed this Agreement. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor instruction page at:

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

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

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

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

- A. **Overpayment to Grantee.** Pursuant to Section 215.971(1)(e) &(f), F.S., the Grantee shall return to the Commission any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Agreement that were disbursed to Grantee by the Commission. In the event the Grantee or its independent auditor discovers that overpayment has been made, the Grantee shall repay said overpayment within forty (40) calendar days without prior notification from the Commission. In the event the Commission first discovers an overpayment has been made, the Commission will notify the Grantee in writing. Should repayment not be made in a timely manner, the Commission shall be entitled to charge interest at the lawful rate of interest established pursuant to Section 55.03(1), F.S., on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. Refunds should be sent to the Commission's Grant Manager and made payable to the "The Florida Fish and Wildlife Conservation Commission".
- B. **Additional Costs or Monetary Loss Resulting from Grantee Non-Compliance.** If the Grantee's non-compliance with any provision of the Agreement results in additional cost or monetary loss to the Commission or the State of Florida to the extent allowed by Florida Law, the Commission can recoup that cost or loss from monies owed to the Grantee under this Agreement or any other agreement between Grantee and the Commission. In the event the discovery of this cost or loss arises when no monies are available under this Agreement or any other agreement between the Grantee and the Commission, the Grantee will repay such cost or loss in full to the Commission within thirty (30) days of the date of notice of the amount owed, unless the Commission agrees, in writing, to an alternative timeframe. If the Grantee is unable to repay any cost or loss to the Commission, the Commission shall notify the State of Florida, Department of Financial Services, for resolution pursuant to Section 17.0415, F.S.

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

- A. **Commission Exempt from Taxes.** The Grantee recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Agreement. Grantee is placed on notice that this exemption generally does not apply to nongovernmental entity recipients, subrecipients, contractors, or subcontractors. Any questions regarding this tax exemption should be addressed to the Commission Grant Manager.
- B. **Property Exempt from Lien.** If the Grant involves the improvement of real property titled to the State of Florida, then the following paragraph applies:

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

7. MONITORING.

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

8. TERMINATION.

- A. **Commission Termination.** The Commission may unilaterally terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days of written notice of its intent to terminate. The Grantee shall not be entitled to recover any cancellation charges or lost profits. The Grantee may request termination of the Agreement for convenience.
- B. **Termination – Fraud or Willful Misconduct.** This Agreement shall terminate immediately in the event of fraud or willful misconduct. In the event of such termination, the Commission shall provide the Grantee with written notice of termination.
- C. **Termination – Other.** The Commission may terminate this Agreement if the Grantee fails to: 1.) comply with all terms and conditions of this Agreement; 2.) produce each deliverable within the time specified by the Agreement or extension; 3.) maintain adequate progress, thus endangering the performance of the Agreement; or, 4.) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences for default. The rights and remedies of the Commission in this clause are in addition to any other rights and remedies provided by law or under the Agreement. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- D. **Termination - Funds Unavailability.** In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, the Commission may terminate this Agreement upon no less than twenty-four (24) hours' notice in writing to the Grantee. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery. The Commission shall be the final authority as to the availability of funds and will not reallocate funds appropriated for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, the Grantee will be compensated for any work satisfactorily completed and any non-cancellable obligations properly incurred prior to notification of termination.
- E. **Grantee Discontinuation of Activities upon Termination Notice.** Upon receipt of notice of termination, the Grantee shall, unless the notice directs otherwise, immediately discontinue all activities authorized hereunder. Upon termination of this Agreement, the Grantee shall promptly render to the Commission all property belonging to the Commission. For the purposes of this section, property belonging to the Commission shall include, but shall not be limited to, all books and records kept on behalf of the Commission.

9. REMEDIES.

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

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

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

10. NOTICES AND CORRESPONDENCE.

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

FOR THE COMMISSION:

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

FOR THE GRANTEE:

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

11. AMENDMENT.

- A. Waiver or Modification.** No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and lawfully executed by the Parties.
- B. Change Orders.** The Commission may, at any time, by written order, make a change to this Agreement. Such changes are subject to the mutual agreement of both Parties as evidenced in writing. Any change which causes an increase or decrease in the Grantee's cost or time shall require an Amendment. Minor changes, such as those updating a Party's contact information, may be accomplished by a Modification.
- C. Renegotiation upon Change in Law or Regulation.** The Parties agree to renegotiate this Agreement if federal and/or state revisions of any applicable laws or regulations make changes in the Agreement necessary.

12. PROPERTY RIGHTS.

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

A. Intellectual and Other Intangible Property.

- i. **Grantee's Preexisting Intellectual Property (Proprietary) Rights.** Unless specifically addressed in the Attachment A, Scope of Work, intellectual and other intangible property rights to the Grantee's preexisting property will remain with the Grantee.
- ii. **Proceeds Related to Intellectual Property Rights.** Proceeds derived from the sale, licensing, marketing or other authorization related to any intellectual and other intangible property right created or otherwise developed by the Grantee under this Agreement for the Commission shall be handled in the manner specified by the applicable Florida State Statute and/or Federal program requirements.
- iii. **Commission Intellectual Property Rights.** Where activities supported by this Agreement produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, the Commission and the State of Florida have the unlimited, royalty-free, nonexclusive, irrevocable right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Commission to do so. If this Agreement is supported by federal funds, the federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes, and to authorize others to do so.

B. Purchase or Improvement of Real Property

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

- i. **Federal Funds.** Any Federal funds provided for the purchase of or improvements to real property are subject to the Property Standards of Sections 200.310 - 200.316, and 200.329, OMB Uniform Guidance (2 CFR 200), as amended.
- ii. **Title.** If this agreement is supported by state funds, the Grantee shall comply with Section 287.05805, F.S. This section requires the Grantee to grant a security interest in the property to the State of Florida, the type and details of which are provided for in Attachment A, Scope of Work. Title to state-owned real property remains vested in the state. Title to federally-owned real property remains vested in the Federal government in accordance with the provisions of Section 200.312, OMB Uniform Guidance (2 CFR 200), as amended.
- iii. **Use.** Federally-owned real property will be used for the originally authorized purpose as long as needed for that purpose in accordance with Section 200.311, OMB Uniform Guidance (2 CFR 200). State-owned real property will be used as provided in Attachment A, Scope of Work.

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

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

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

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

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

- i. **Title - Equipment.** Title to equipment acquired under a Federal award will vest upon acquisition in the non-Federal entity in accordance with Sections 200.313 and 200.314, OMB Uniform Guidance (2 CFR 200).
- ii. **Title – Supplies.** Title to supplies will vest in the non-Federal entity upon acquisition. Unused supplies exceeding **\$5,000.00** in total aggregate value upon termination or completion of the project or program are subject to Section 200.314, OMB Uniform Guidance.
- iii. **Use – Equipment.** Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as needed

13. RELATIONSHIP OF THE PARTIES.

- A. **Independent Grantee.** The Grantee shall perform as an independent grantee and not as an agent, representative, or employee of the Commission. The Grantee covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required. Each Party hereto covenants that there is no conflict of interest or any other prohibited relationship between the Grantee and the Commission.
- B. **Grantee Training and Qualifications.** Grantee agrees that all Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification.
- C. **Commission Security.** All employees, subcontractors, or agents performing work under the Agreement must comply with all security and administrative requirements of the Commission. The Commission may conduct, and the Grantee shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Grantee. The Commission may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the Commission's other requirements. Such refusal shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Commission, in coordination with the Grantee, may reject and bar from any facility for cause any of Grantee's employees, subcontractors, or agents.
- D. **Commission Rights to Assign or Transfer.** The Grantee agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to

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

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

14. SUBCONTRACTS.

- A. **Authority.** Grantee is permitted to subcontract work under this Agreement, therefore, the following terms and conditions apply. The Grantee shall ensure, and provide assurances to the Commission upon request, that any subcontractor selected for work under this Agreement has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Agreement. The Grantee must provide the Commission with the names of any subcontractor considered for work under this Agreement; the Commission in coordination with the Grantee reserves the right to reject any subcontractor. The Grantee agrees to be responsible for all work performed and all expenses incurred with the project. Any subcontract arrangements must be evidenced by a written document available to the Commission upon request. The Grantee further agrees that the Commission shall not be liable to the extent allowed by law, to any subcontractor for any expenses or liabilities incurred under the subcontract and the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- B. **Grantee Payments to Subcontractor.** If subcontracting is permitted pursuant to Paragraph A, above, Grantee agrees to make payments to the subcontractor upon completion of work and submitted invoice in accordance with the contract between the Grantee and subcontractor. Failure to make payment pursuant to any subcontract will result in a penalty charged against Grantee and paid to the subcontractor in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.
- C. **Commission Right to Reject Subcontractor Employees.** The Commission in coordination with Grantee shall retain the right to reject any of the Grantee's or subcontractor's employees whose qualifications or performance, in the Commission's judgment, are insufficient.
- D. **Subcontractor as Independent Contractor.** If subcontracting is permitted pursuant to Paragraph A above, the Grantee agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venture, or partner of the State of Florida.

15. MANDATORY DISCLOSURE.

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

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

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

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

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

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

C. Vendors on Scrutinized Companies List.

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

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

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

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

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

16. INSURANCE.

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

17. SPONSORSHIP.

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

18. PUBLIC RECORDS.

- A.** All records in conjunction with this Grant shall be public records and shall be treated in the same manner as other public records that are under Chapter 119, F.S.
- B.** This Agreement may be unilaterally canceled by the Commission for refusal by the Grantee to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the Grantee in conjunction with this Agreement, unless exemption for such records is allowable under Florida law.
- C.** If the Grantee meets the definition of "Contractor" in Section 119.0701(1)(a) F.S., the Grantee shall comply with the following:

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

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

- ii. Keep and maintain public records required by the Commission to perform the service.
- iii. Upon request from the Commission's custodian of public records, provide the Commission with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law.
- iv. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the Commission.
- v. Upon completion of the contract transfer, at no cost, to the Commission all public records in possession of the Contractor or keep and maintain public records required by the Commission to perform the service. If the Contractor transfers all public records to the Commission upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Commission, upon request from the Commission's custodian of public records, in a format that is compatible with the information technology systems of the Commission.

19. COOPERATION WITH INSPECTOR GENERAL.

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

20. SECURITY AND CONFIDENTIALITY.

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

21. RECORD KEEPING REQUIREMENTS.

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

- B. State Access to Grantee Books, Documents, Papers, and Records.** The Grantee shall allow the Commission, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or authorized representatives of the state or federal government to have access to any of the Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.
- C. Grantee Records Retention.** Unless otherwise specified in the Scope of Work, these records shall be maintained for five (5) fiscal years following the close of this Agreement, or the period required for this particular type of project by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>), whichever is longer. Grantee shall cooperate with the Commission to facilitate the duplication and transfer of such records upon the Commission's request.
- D. Grantee Responsibility to Include Records Requirements – Subcontractors.** In the event any work is subcontracted under this Agreement, the Grantee shall include the aforementioned audit and record keeping requirements in all subsequent contracts.
- E. Compliance with Federal Funding Accountability and Transparency.** Any federal funds awarded under this Agreement must comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. The intent of the FFATA is to empower every American with the ability to hold the government accountable for each spending decision. The result is to reduce wasteful spending in the government. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website: <http://www.USASpending.gov>. Grant recipients awarded a new Federal grant greater than or equal to **\$25,000.00** awarded on or after October 1, 2010 are subject to the FFATA. The Grantee agrees to provide the information necessary, over the life of this Agreement, for the Commission to comply with this requirement.

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

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

23. **FEDERAL COMPLIANCE.**

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

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

- iv. **Migratory Bird Treaty Act, 16 U.S.C. 703-712.** The Act prohibits anyone, unless permitted, to pursue, hunt, take, capture, kill, attempt to take, capture or kill, possess, offer for sale, sell, offer to purchase, deliver for shipment, ship, cause to be shipped, deliver for transportation, transport, cause to be transported, carry or cause to be carried by any means whatsoever, receive for shipment, transport of carriage, or export, at any time, or in any manner, any migratory bird, or any part, nest, or egg of such bird.
- v. **Endangered Species Act, 16 U.S.C. 1531, et seq.** The Act provides a program for the conservation of threatened and endangered plants and animals and the habitat in which they are found. The Act also prohibits any action that cause a “taking” of any listed species of endangered fish or wildlife. Also, generally prohibited are the import, export, interstate, and foreign commerce of listed species.

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

- A. Prior Approval to Expend Federal Funds to Federal Agency or Employee.** It is understood and agreed that the Grantee is not authorized to expend any federal funds under this Contract to a federal agency or employee without the prior written approval of the awarding federal agency.
- B. Equal Employment Opportunity.** Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). Applicable, except as otherwise provide under 41 CFR Part 60, to any grant, contract, loan, insurance, or guarantee involving Federal assisted construction.
- C. Davis-Bacon Act.** The Davis-Bacon Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations at 29 CFR Part 5. Applicable to contractors and subcontractors performing on federally funded or assisted contracts in excess of **\$2,000.00** for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Under this Act, contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area.
- D. Copeland “Anti-Kickback Act.”** The Copeland “Anti-Kickback” Act, 40 U.S.C. 3141-3148, and 3146-3148, as supplemented by Department of Labor regulations (29 CFR Part 5). Applicable to contracts awarded by a non-Federal entity in excess of **\$100,000.00** that involve employment of mechanics or labors. Under this Act, contractors and subrecipients are prohibited from inducing, by any mean, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
- E. Contract Work Hours and Safety Standards Act.** Sections 103 and 107 of the Agreement Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR part 5). Applicable to construction contracts awarded by Contractors and subcontractors in excess of **\$2,000.00**, and in excess of **\$2,500.00** for other contracts which involve the employment of mechanics or laborers. Under this Act, contractors and subcontractors must compute wages of mechanics and laborers (workers) on the basis of a standard forty (40) hour work week; provide workers no less than time and a half for hours worked in excess of the forty (40) hour work week; and not require workers to work in surroundings or work conditions that are unsanitary, hazardous, or dangerous.
- F. Rights to Inventions Made Under a Contract or Agreement.** 37 CFR Part 401. If the Federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the recipient or Subrecipient

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

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

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

I. Prohibition against Lobbying.

- i. **Grantee Certification – Payments to Influence.** The Grantee certifies that no Federal appropriated funds have been paid or will be paid, on or after December 22, 1989, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding, renewal, amending or modifying of any Federal contract, grant, or cooperative agreement. The Grantee also certifies that they have not engaged any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on behalf of the Grantee with respect to this Contract and its related federal contract, grant, loan, or cooperative agreement; or, if the Grantee has engaged any registrant with respect to this Contract and its related Federal contract, grant, loan, or cooperative agreement, the Grantee shall, prior to or upon execution of this Contract, provide the Commission Contract Manager a signed declaration listing the name of any said registrant. During the term of this Contract, and at the end of each Calendar quarter in which any event occurs that materially affects the accuracy of this certification or declaration, the Grantee shall file an updated declaration with the Commission’s Contract Manager. If any non-federal funds are used for lobbying activities as described above in connection with this Contract, the Grantee shall submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, and shall file quarterly updates of any material changes. The Grantee shall require the language of this certification to be included in all subcontracts, and all subcontractors shall certify and disclose accordingly.
- ii. **Grantee – Refrain from Subcontracting with Certain Organizations.** Pursuant to the Lobbying Disclosure Act of 1995, the Grantee agrees to refrain from entering into any subcontracts under this Contract with any organization described in Section 501(c)(4) of the Internal Revenue Code of 1986, unless such organization warrants that it does not, and will not, engage in lobbying activities prohibited by the Act as a special condition of the subcontract.

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

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

25. CONTRACT-RELATED PROCUREMENT.

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

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

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

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

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

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

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

26. PROFESSIONAL SERVICES.

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

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

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

27. INDEMNIFICATION.

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

28. NON-DISCRIMINATION.

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

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

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

30. NO THIRD-PARTY RIGHTS.

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

31. JURY TRIAL WAIVER.

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

32. PROHIBITION OF UNAUTHORIZED ALIENS.

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

33. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

- A. Requirement to Use E-Verify.** Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires Commission contracts in excess of nominal value to expressly require the Grantee to: 1.) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Grantee during the Agreement term; and, 2.) include in all subcontracts under this Agreement, the requirement that subcontractors performing work or providing services pursuant to this Agreement utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.
- B. E-Verify Online.** E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found online at http://www.dhs.gov/files/programs/gc_1185221678150.shtm
- C. Enrollment in E-Verify.** If Grantee does not have an E-Verify MOU in effect, the Grantee must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement.
- D. E-Verify Recordkeeping.** The Grantee further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Commission or other authorized state entity consistent with the terms of the Grantee's enrollment in the program. This includes maintaining a copy of proof of the Grantee's and subcontractors' enrollment in the E-Verify Program (which can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).

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

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

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

35. TIME IS OF THE ESSENCE.

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

36. ENTIRE AGREEMENT.

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

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

Highlands County Board of County
Commissioners

Florida Fish and Wildlife Conservation
Commission

Signature

Executive Director (or designee)

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to form and legality:

Brandy E. Elliott

FWC Attorney Signature

Attachments in this Agreement include the following:

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

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: November 1, 2022

PRESENTER:

SUBJECT/TITLE: Request approval of Budget Amendment 22-23-008 and associated Resolution 22-23-11 to bring fund balance forward for temporary staffing that is necessary for the workload created by the hail event.

STATEMENT OF ISSUE

This Budget Amendment is necessary to roll funding forward to allow for the continuance of temporary staffing required due increased workload from hail event.

RECOMMENDED ACTION

Move to approve Budget Amendment 22-23-008 and associated Resolution.

FISCAL IMPACT

The fiscal impact is an increase to Fund 180 (Building) and account 53400 Contractual Services in the amount of \$45,964.80.

Attachments: [22-23-008 Bldg Fnd Temp Staffing \(BA\).pdf](#)
[22-23-008R Bldg Fnd Temp Staffing \(Resolution\).pdf](#)

October 19, 2022

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

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

DATE: 10/10/2022

SUBMITTED BY: Building Department

FUND(S): 180 FUND TITLE(S): Building COST CENTER(S) #: 3440A

PROJECT(S) #: _____ PROJECT TITLE(S): _____ Building Department Building Department 180

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	180		3999100	Fund Balance Brought Forward		251,297.00	45,964.80		297,261.80
E	180	3440A	53400	Contractual Services		80,218.00	45,964.80		126,182.80
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: To bring Fund Balance Forward to provide funding for temporary staffing that is necessary for the workload created by the hail event.

OFFICE USE ONLY

OMB RECOMMENDATION:

REQUEST # 22-23-008

TRANSFER TYPE:

____ Approval

ACTION:

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

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

Signature: _____

SIGNATURE: _____

Date: ____ / ____ / ____

DATE: ____ / ____ / ____

Distribution: _____ Accounting _____ Purchasing _____ Department

Form Revised 10/11/2010

RESOLUTION NO. 22-23-11

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 22-23-008 TO THE BUILDING 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 Building 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 22-23-008 is hereby approved and authorized to bring Fund Balance Forward to provide funding to the Building Department for temporary staffing that is necessary for the workload created by the hail event. The fiscal impact is an increase in the amount of \$45,964.80.

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

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

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

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

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

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

PASSED AND ADOPTED this 1st day of November, 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: November 1, 2022

PRESENTER: Lance Marine, Parks & Facilities Director

SUBJECT/TITLE: Request waiver of field rental and light fees for a fundraiser in support of Chuck Detore at the Highlands County Sports Complex.

STATEMENT OF ISSUE

The softball players on the County's Adult Softball League that play on Tuesday's nights, would like to participate in a softball fundraiser to raise funds for Chuck Detore.

On September 28th, the night of Hurricane Ian, Chuck Detore and his wife's home was destroyed by fire, and they lost everything they owned. Chuck has been an umpire for the Highlands County Adult Softball leagues since the Sports Complex opened in late 2007. They anticipate that at least 10 teams will participate, and that all funds raised during this event will go to Chuck and his wife to help rebuild their life.

Jake Eckblad is leading this event and is requesting to have the field and light fees waived for this event which is set to take place on December 10, 2022. The group will comply with the rules and regulations of the Sports Complex and will provide their own insurance.

They would need three fields and two hours of lights for the fundraiser.

Field fee: \$225.00

Light fee: \$40.00

Total fees waived: \$265.00

RECOMMENDED ACTION

Move to approve waiver of field rental and light fees for a fundraiser in support of Chuck Detore at the Highlands County Sports Complex.

FISCAL IMPACT

The fiscal impact would result in a loss of revenues to the General Fund 005, account 3475100 of \$265.00.

Attachments: [Jake Eckblad. Chuck Detore Benefit.pdf](#)

October 20, 2022

Highlands County

Board of County Commissioners

4500 George Blvd

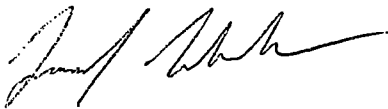
Sebring, FL 33875

Dear Highlands County Board of Commissioners,

On behalf of Sebring's Local Adult Softball League, I am writing in hopes that you could be of assistance. We are putting together a benefit tournament for one of our local umpires. During Hurricane Ian, Chuck Detore and his wife Terrie lost their home and family dog to a fire caused by their generator. Even after this, Chuck still never missed a game, and still shares the word of God to anyone who will listen. Chuck is a favorite on the ballfield and a lot of our community looks up to him. He does not know that we are trying to put this together for him, and he has not asked anyone for any assistance. This is something that we want to do for him, for all that he does for us. All proceeds from this local tournament will go to Chuck and Terri to help them rebuild their life.

Our hope is that you, the Board of Commissioners, could wave the fees to use the softball fields during this tournament. The tournament will take place on December 10th, 2022, from 8am until the tournament ends. We plan to use three fields throughout the day and will need lights on the fields when they become necessary. Each of our teams will be teams from our local roster, and we all plan to pay to play. We are just anticipating that all our money will go to the Detores benefit if you could donate the funds the fields for the day.

Thank you for your time,

A handwritten signature in black ink, appearing to read 'Jacob Eckblad', with a stylized, flowing script.

Jacob Eckblad

863-381-1619

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Nov 1, 2022

PRESENTER: David Nitz, OMB Manager

SUBJECT/TITLE: Request adoption of Resolution 22-23-16 for Budget Amendment 22-23-014
adjusting Fund Balance Forward for all Impact Fee funds into FY 22/23 .
Fiscal Impact – \$14,389.39 – Net Decrease

STATEMENT OF ISSUE

The following budget amendment is necessary within FY 2022-2023 to make adjustments to the various Impact Fee fund balances brought forward into FY 2022-2023 in accordance with actual balances after FY 2021-2022 year-end-close-out, including end-of-year-to-date interest earnings.

RECOMMENDED ACTION

Move to adopt Resolution 22-23-16 for Budget Amendment 22-23-014 to adjust all Impact Fee Fund Balances in FY 22/23.

FISCAL IMPACT

The fiscal impact to the overall budget and to the various Impact Fee Funds is a net decrease in the amount of \$14,389.39.

Attachments: [22-23-014 Impact Fees FBBF Adjustments \(BA\).pdf](#)
[22-23-014R Impact Fees FBBF Adjustments \(Resolution\).pdf](#)

October 21, 2022

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

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

DATE: 10/21/2022

SUBMITTED BY: OMB

FUND(S): See List FUND TITLE(S): See List COST CENTER(S) #: See List

PROJECT(S) #: _____ PROJECT TITLE(S): _____ 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
				Fund Balance Brought Forward					
R	191A		3999100			4,845.00	43.61		4,888.61
				Improvements Other Than					
E	191A	4401A	56300			4,945.00	43.61		4,988.61
				Fund Balance Brought Forward					
R	192		3999100			4,776.00		4,776.00	0.00
R	192		3611000	Interest Earnings		100.00		100.00	0.00
E	192	4402	56400	Machinery & Equipment		4,876.00		4,876.00	0.00

REASON: To make adjustments to the various Impact Fee fund balances brought forward into FY 2022-2023 in accordance with actual balances after FY 2021-2022 year-end-close-out, including end-of-year-to-date Interest Earnings.

OFFICE USE ONLY

OMB RECOMMENDATION:

REQUEST # 22-23-014

TRANSFER TYPE:

Approval

ACTION:

Denial

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

ITEM TO ITEM
RESERVE
XX BY RESOLUTION

SUPPLEMENTAL BUDGET

SIGNATURE: _____

Signature: _____

DATE: _____ / _____ / _____

Posted by Clerk: _____

Form Revised 08/05/2020

BOARD OF COUNTY COMMISSIONERS

PAGE 2 of 3

BUDGET AMENDMENTS

REQUEST NUMBER 22-23-014

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	193		3999100	Fund Balance Brought Forward		5,064.00		5,064.00	-
R	193		3611000	Interest Earnings		100.00		100.00	-
E	193	4403	56300	Improvements Other Than		5,164.00		5,164.00	-
R	194		3999100	Fund Balance Brought Forward		1,812.00		1,812.00	-
R	194		3611000	Interest Earnings		40.00		40.00	-
E	194	4404	56300	Improvements Other Than		1,852.00		1,852.00	-
R	195		3999100	Fund Balance Brought Forward		1,402.00		1,402.00	-
R	195		3611000	Interest Earnings		30.00		30.00	-
E	195	4405	56400	Machinery & Equipment		1,432.00		1,432.00	-
R	196		3999100	Fund Balance Brought Forward		1,084.00		1,084.00	-
R	196		3611000	Interest Earnings		25.00		25.00	-
E	196	4406	56300	Improvements Other Than		1,109.00		1,109.00	-
									-
									-
									-
									-

Form Revised 08/05/2020

BOARD OF COUNTY COMMISSIONERS

PAGE 3 of 3

BUDGET AMENDMENTS

REQUEST NUMBER 22-23-014

FUND(S)	FUND TITLE(S)
191A	Impact Fee Parks & Recreation - Avon Park
192	Impact Fee Correctional Facility
193	Impact Fee Fire
194	Impact Fee Libraries
195	Impact Fee Law Enforcement
196	Impact Fee Emergency Medical Services

COST CTR(S)	COST CENTER TITLE(S)
4401A	Impact Fee Parks & Recreation - Avon Park
4402	Impact Fee Correctional Facility
4403	Impact Fee Fire
4404	Impact Fee Libraries
4405	Impact Fee Law Enforcement
4406	Impact Fee Emergency Medical Services

[illegible]

Form Revised 08/05/2020

RESOLUTION NO. 22-23-16

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 22-23-014 TO THE IMPACT FEE PARKS & RECREATION AP, IMPACT FEE CORRECTIONAL FACILITY, IMPACT FEE FIRE, IMPACT FEE LIBRARIES, IMPACT FEE LAW ENFORCEMENT, AND IMPACT FEE EMS FUNDS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF BUDGET AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Highlands County has determined that the following budget amendment is necessary and proper within the Impact Fee Parks & Recreation AP, Impact Fee Correctional Facility, Impact Fee Fire, Impact Fee Libraries, Impact Fee Law Enforcement, and Impact Fee EMS 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 22-23-014 is hereby approved and authorized to make adjustments to the various Impact Fee fund balances brought forward into FY 2022-2023 in accordance with actual balances after FY 2021-2022 year-end-close-out, including end-of-year-to-date Interest Earnings. The net fiscal impact is an overall decrease in the amount of \$14,389.39.

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

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

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

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

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

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

PASSED AND ADOPTED this 1st day of November, 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: Nov 1, 2022

PRESENTER: Paul Blackman, Sheriff

SUBJECT/TITLE: Request to adopt Resolution 22-23-14 for Budget Amendment 22-23-012 to roll forward unspent Environment Law Enforcement Program and SCAAP Projects into FY22/23.

STATEMENT OF ISSUE

This budget amendment is necessary to roll forward and setup project funds from FY21/22 into FY22/23 for Environmental Law Enforcement Program (21011) and SCAAP (14025, 15029, 16039, 18066, 19031, 21106) to accomplish the grant/program goals for FY22/23.

RECOMMENDED ACTION

Move to adopt Resolution 22-23-14 for Budget Amendment 22-23-012.

FISCAL IMPACT

The fiscal impact is an increase to Fund 005 (General) and the overall budget in the amount of \$195,824.00.

Attachments: [22-23-012 Sheriff Rollover Projects \(BA\).pdf](#)
[22-23-012R Sheriff Rollover Projects \(Resolution\).pdf](#)

October 21, 2022

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

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

DATE: 11/1/2022

SUBMITTED BY: Sheriff

FUND(S): 005 FUND TITLE(S): General COST CENTER(S) #: 3101, 3323

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

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
				Project Fund Balance					
R	005		3999100Z	Forward	21011	0.00	33,446.00		33,446.00
E	005	3101	56001Z	Project Capital Outlay	21011	0.00	33,446.00		33,446.00
				Project Fund Balance					
R	005		3999100Z	Forward	14025	0.00	18,898.00		18,898.00
E	005	3323	51001Z	Project Personal Services	14025	0.00	18,898.00		18,898.00
				Project Fund Balance					
R	005		3999100Z	Forward	15029	0.00	34,172.00		34,172.00
E	005	3323	51001Z	Project Personal Services	15029	0.00	34,172.00		34,172.00

REASON: To roll forward and setup projects from FY21/22 into FY22/23 for Environmental Law Enforcement Program (21011) and for SCAAP (14025, 15029, 16039, 18066, 19031, 21106) in accordance with FYE balances.

OFFICE USE ONLY

OMB RECOMMENDATION:

REQUEST # 22-23-012

TRANSFER TYPE:

Approval

ACTION:

Board ☐ Approved ☐ Denied
County Administrator ☐ Approved ☐ Denied

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

Denial

SIGNATURE: _____

DATE: / /

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

REQUEST NUMBER 22-23-012

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	005		3999100Z	Project Fund Balance Forward	16039	0.00	20,080.00		20,080.00
E	005	3323	51001Z	Project Personal Services	16039	0.00	20,080.00		20,080.00
R	005		3999100Z	Project Fund Balance Forward	18066	0.00	39,294.00		39,294.00
E	005	3323	51001Z	Project Personal Services	18066	0.00	39,294.00		39,294.00
R	005		3999100Z	Project Fund Balance Forward	19031	0.00	22,286.00		22,286.00
E	005	3323	51001Z	Project Personal Services	19031	0.00	22,286.00		22,286.00
R	005		3999100Z	Project Fund Balance Forward	21106	0.00	27,648.00		27,648.00
E	005	3323	51001Z	Project Personal Services	21106	0.00	27,648.00		27,648.00
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BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

REQUEST NUMBER 22-23-012

FUND(S)		FUND TITLE(S)		COST CENTER(S)		COST CENTER TITLE(S)	
005		General		3323		Detention & Correction	
				3101		Sheriff - 005	
FND	CST CTR	PROJ #	PROJECT TITLE	FND	CST CTR	PROJ #	PROJECT TITLE
005	3101	21011	Environmental Law Enforcement Program 21-22				
005	3323	14025	SCAAP 2014				
005	3323	15029	SCAAP 2015				
005	3323	16039	SCAAP 2016				
005	3323	18066	SCAAP 2018				
005	3323	19031	SCAAP 2019				
005	3323	21106	SCAAP 2020				

RESOLUTION NO. 22-23-14

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 22-23-012 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 22-23-012 is hereby approved and authorized to roll forward and setup project funding from FY21/22 into FY22/23 for project# 21011 Environmental Law Enforcement Program and SCAAP projects 14025, 15029, 16039, 18066, 19031, 21105 for a net increase of \$195,824.

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

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

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

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

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

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

PASSED AND ADOPTED this 1st day of November, 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: November 1, 2022

PRESENTER: Lucy Castillo, Housing Programs Coordinator

SUBJECT/TITLE: Request approval to revise the 2022-2025 Local Housing Assistance Plan on the housing strategy within the SHIP Program as recommended by a vote of the Affordable Housing Advisory Committee at their October 19, 2022, meeting.

STATEMENT OF ISSUE

The Local Housing Assistance Plan (LHAP) governs the expenditures of the State Housing Initiative Partnership (SHIP). The term of the LHAP is for three years. However, the plan can be amended by adopting a technical or clarifying revisions.

This revision improves the Rental Assistance strategy in the SHIP Program and continue to assist Highlands County residents. The strategy will additionally:

- Prevent eviction and homelessness.
- Assist in utility and rent in arrears.

From SB 1852 Section 10. (3), the state allocation must serve persons with special needs, with priority for persons with developmental disabilities. Others that are defined as special needs are; the elderly, disabled adults, persons with mental illnesses or chemical dependency, persons with Acquired Immune Deficiency Syndrome (AIDS) and Human Immunodeficiency Virus (HIV) disease, runaway and abandoned youth, public assistance recipients, migrant and seasonal farmworkers. Highlands County can meet the special needs requirement through the rental assistance.

As a SHIP jurisdiction, a vital role is maintaining affordable rental housing.

No changes are being recommended to the Exhibits of the LHAP therefore the exhibits are not required to be sent with the Technical and Clarifying Revision to the Florida Housing Finance Corporation (FHFC).

RECOMMENDED ACTION

Move to approve the revision of the 2022-2025 Local Housing Assistance Plan on the housing strategy within the SHIP Program as recommended by a vote of the Affordable Housing Advisory Committee at their October 19, 2022, meeting.

Attachments: [Highlands County 2023lhap strike and underline -added-TR Eviction Prevention.pdf](#)

Highlands County



SHIP LOCAL HOUSING ASSISTANCE PLAN (LHAP)

2022-2023, 2023-2024, 2024-2025

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A. Administrative Budget for each fiscal year covered in the Plan	
B. Timeline for Estimated Encumbrance and Expenditure	
C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the plan	
D. Signed LHAP Certification	
E. Signed, dated, witnessed, or attested adopting resolution	
F. Ordinance: (If changed from the original creating ordinance)	
G. Interlocal Agreement	



I. Program Details:

A. LG(s)

Name of Local Government	Highlands County Board County Commissioners
Does this LHAP contain an interlocal agreement?	No
If yes, name of other local government(s)	N/A

B. Purpose of the program:

- To meet the housing needs of the very low, low and moderate-income households;
- To expand production of and preserve affordable housing; and
- To further the housing element of the local government comprehensive plan specific to affordable housing.

C. Fiscal years covered by the Plan: 2022-2023, 2023-2024, 2024-2025

D. Governance: The SHIP Program is established in accordance with Section 420.907-9079, Florida Statutes and Chapter 67-37, Florida Administrative Code. Cities and Counties must be in compliance with these applicable statutes, rules and any additional requirements as established through the Legislative process.

E. Local Housing Partnership: The SHIP Program encourages building active partnerships between government, lending institutions, builders and developers, not-for-profit and community-based housing providers and service organizations, providers of professional services related to affordable housing, advocates for low-income persons, real estate professionals, persons or entities that can provide housing or support services and lead agencies of the local continuums of care.

F. Leveraging: The Plan is intended to increase the availability of affordable residential units by combining local resources and cost saving measures into a local housing partnership and using public and private funds to reduce the cost of housing. SHIP funds may be leveraged with or used to supplement other Florida Housing Finance Corporation programs and to provide local match to obtain federal housing grants or programs.

G. Public Input: Public input was solicited through the local newspaper in the advertising of the Local Housing Assistance Plan and the Notice of Funding Availability. Additionally, the draft LHAP was submitted to and reviewed by the Highlands County Affordable Housing Committee (AHAC) at the April 20th, 2022 Committee Meeting. The draft was presented to the Highlands County Board of County Commissioners at the June 7th, 2022 Board Meeting. It was then placed on the Highlands County Board of County Commissioners Housing Division website, and all three (3) branches of the public library system.

H. Advertising and Outreach: SHIP funding availability shall be advertised in a newspaper of general circulation and periodicals serving ethnic and diverse neighborhoods, at least 30 days before the beginning of the application period. If no funding is available due to a waiting list, no notice of funding availability is required.

I. Waiting List/Priorities: A waiting list will be established when there are eligible applicants for strategies that no longer have funding available. Those households on the waiting list will be notified of their status. Applicants will be maintained in an order that is consistent with the time completed applications were submitted as well as any established funding priorities as described in this plan.



The following priorities for funding (Special Needs, Extremely-Low Income, etc.) described/listed here apply to all strategies unless otherwise stated in an individual strategy in Section II:

Special Needs applicants as defined in 420.0004 (13) first, then Extremely-Low, then Low Income.

All waiting lists will be maintained on a first-qualified, first-served basis unless otherwise stated in a specific strategy.

- J. Discrimination:** In accordance with the provisions of ss.760.20-760.37, it is unlawful to discriminate on the basis of race, color, religion, sex, national origin, age, handicap, or marital status in the award application process for eligible housing. Highlands County complies with all requirements of these anti-discrimination statutes. The Highlands County Board of County Commissioners adopted the Fair Housing Ordinance (Ordinance 90-12; as amended) in support of these anti-discrimination statutes.
- K. Support Services and Counseling:** Support services are available from various sources. Staff maintain an up-to-date list of community supportive services. Available support services may include, but are not limited to: Homeownership Counseling (Pre and Post), Credit Counseling, Tenant Counseling, Foreclosure Counseling and Transportation.
- L. Purchase Price Limits:** The sales price or value of new or existing eligible housing may not exceed 90% of the average area purchase price in the statistical area in which the eligible housing is located. Such average area purchase price may be that calculated for any 12-month period beginning not earlier than the fourth calendar year prior to the year in which the award occurs. The sales price of new and existing units, which can be lower but may not exceed 90% of the average area purchase price established by the U.S. Treasury Department or as described above.

The methodology used is:

U.S. Treasury Department	X
Local HFA Numbers	

- M. Income Limits, Rent Limits and Affordability:** The Income and Rent Limits used in the SHIP Program are updated annually by the Department of Housing and Urban Development and posted at www.floridahousing.org.

“Affordable” means that monthly rents or mortgage payments including taxes and insurance do not exceed 30 percent of that amount which represents the percentage of the median annual gross income for the households as indicated in Sections 420.9071, F.S. However, it is not the intent to limit an individual household’s ability to devote more than 30% of its income for housing, and housing for which a household devotes more than 30% of its income shall be deemed Affordable if the first institutional mortgage lender is satisfied that the household can afford mortgage payments in excess of the 30% benchmark and in the case of rental housing does not exceed those rental limits adjusted for bedroom size.



- N. Welfare Transition Program:** Should an eligible sponsor be used, a qualification system and selection criteria for applications for Awards to eligible sponsors shall be developed, which includes a description that demonstrates how eligible sponsors that employ personnel from the Welfare Transition Program will be given preference in the selection process.
- O. Monitoring and First Right of Refusal:** In the case of rental housing, the staff and any entity that has administrative authority for implementing the local housing assistance plan assisting rental developments shall annually monitor and determine tenant eligibility or, to the extent another governmental entity provides periodic monitoring and determination, a municipality, county, or local housing financing authority may rely on such monitoring and determination of tenant eligibility. However, any loan or grant in the original amount of \$10,000 or less shall not be subject to these annual monitoring and determination of tenant eligibility requirements. Tenant eligibility will be monitored annually for no less than 15 years or the term of assistance whichever is longer unless as specified above. Eligible sponsors that offer rental housing for sale before 15 years or that have remaining mortgages funded under this program must give a first right of refusal to eligible nonprofit organizations for purchase at the current market value for continued occupancy by eligible persons.
- P. Administrative Budget:** A line-item budget is attached as Exhibit A. The city/county finds that the moneys deposited in the local housing assistance trust fund are necessary to administer and implement the local housing assistance plan.

Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, states: “A county or an eligible municipality may not exceed the 5 percent limitation on administrative costs, unless its governing body finds, by resolution, that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan.”

Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, further states: “The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5 percent of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(19), and eligible municipalities receiving a local housing distribution of up to \$350,000 may use up to 10 percent of program income for administrative costs.” The applicable local jurisdiction has adopted the above findings in the resolution attached as Exhibit E.

- Q. Program Administration:** Administration of the local housing assistance plan will be performed by:

Entity	Duties	Admin. Fee Percentage
Highlands County Board of County Commissioners	All	10%
Third Party Entity/Sub-recipient	N/A	

- R. First-time Homebuyer Definition:** For any strategies designed for first-time homebuyers, the following definition will apply: *An individual who has had no ownership in a principal residence during the 3-year period ending on the date of purchase of the property. This includes a spouse (if either meets the above test, they are considered first-time homebuyers). A single parent who has only owned a home with a former spouse while married. An individual who is a displaced homemaker and has only owned with a spouse. An individual who has only owned a principal residence not permanently affixed to a permanent foundation in accordance with*



applicable regulations. An individual who has only owned a property that was not in compliance with state, local or model building codes and which cannot be brought into compliance for less than the cost of constructing a permanent structure.

- S. Project Delivery Costs:** In addition to the administrative costs listed above, Highlands County will charge a reasonable project delivery cost. Project delivery costs (soft costs) activities performed by non-county housing staff may include title searches, credit reporting, appraisals, loan closing, recording fees and document stamps, surveys, inspections, work write-ups, cost estimates, and construction oversight. The fee will not exceed 2% of the contracted SHIP award and will be included in the amount of the recorded mortgage and note.
- T. Essential Service Personnel Definition (ESP):** ESP includes teachers and educators, other school district, community college, and university employees, police and fire personnel, health care personnel, and skilled building trades personnel.
- U. Describe efforts to incorporate Green Building and Energy Saving products and processes:** Highlands County will encourage the use of the following Green Building standards:
1. Low or No-VOC paint for all interior walls (Low-VOC means 50 grams per liter or less for flat paint; 150 grams per liter or less for non-flat paint); primer, and sealant;
 2. Low-flow water fixtures in bathrooms—WaterSense labeled products or the following specifications:
 - a. Toilets: 1.6 gallons/flush or less,
 - b. Faucets: 1.5 gallons/minute or less,
 - c. Showerheads: 2.2 gallons/minute or less;
 3. Energy Star qualified refrigerator;
 4. Energy Star ceiling fans;
 5. Energy Star qualified dishwasher, if provided;
 6. Energy Star qualified washing machine, if provided in units;
 7. Energy Star qualified exhaust fans in all bathrooms to prevent mold and mildew growth; and
 8. High efficiency heating, ventilation, and air conditioning. Air conditioning must have a minimum SEER of 14. Packaged units are allowed in studios and one-bedroom units with a minimum of 11.7 EER.
- V. Describe efforts to meet the 20% Special Needs set-aside:** First priority assistance for all the County 's strategies, goes to qualifying Special Need households including victims of domestic violence. Twenty percent of yearly allocation funding is set-aside for the Special Needs which is incorporated into the Owner-Occupied Rehabilitation and Rental Development. This includes rehabilitation activities for barrier removal for disabled households and assisting victims of domestic violence. Owner-occupied rehab projects that include, but not limited to rehabilitation for ADA accessibility and/or technological enhancements and devices, the removal of material and architectural barriers that restrict mobility and accessibility of persons with disabilities; and general home rehabilitation to enable this special needs population to remain in their homes. The improvements can include, but are not limited to: carpentry repairs, accessibility modifications, plumbing repairs, and roof repairs or replacement.

Highlands County partners and provides funding to various non-profit organizations throughout the county that provide services to special needs population such as Volunteers of America and Ridge Area ARC. These non-profit organizations can request funding to acquire, construct, or rehabilitate homes or group homes for



the purpose of providing housing for the targeted population.

W. Describe efforts to reduce homelessness: Highlands County stays in contact with and attends monthly lead agency for the local continuum of care (Heartland Coalition for the Homeless) meetings and works with other direct service agencies such as Hands for Homeless. Highlands County SHIP and Human Services staff refer residents to other agencies that provide assistance including past due rents and move-in assistance. The County has developed and leads The Homelessness Task Force (meets monthly) that works to identify strategies, resources and partnerships which reduce homelessness. Highlands County additionally works with the local domestic violence shelter to assist individual survivors with community resources and assistance as needed.

Highlands County also supports programs such as the Rapid Rehousing Program to provide temporary financial assistance and services to very-low or low income persons or families that are homeless or at risk of being homeless.

Section II. LHAP Strategies (Please read LHAP Strategy Quick Guide before developing strategies):

A. Purchase Assistance with and without Rehabilitation	Code 1, 2
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Summary: Funds will be awarded for downpayment and closing cost to households to purchase a newly constructed or existing home. A newly constructed home must have received a certificate of occupancy within the last twelve months. An existing home may also be purchased, and SHIP may pay for minor repairs along with the purchase assistance.

- b. Fiscal Years Covered: 2022-2023, 2023-2024, 2024-2025
- c. Income Categories to be served: Extremely low, very low, low, moderate, and households up to 140% AMI
- d. Maximum award:

Extremely Low, V-Low, Low:	\$20,000
Moderate	\$15,000
121-140%	\$10,000
- e. Terms:
 - 1. Repayment loan/deferred loan/grant: All assistance is provided as a loan, secured by a recorded mortgage and promissory note.
 - 2. Interest Rate: 0 %
 - 3. Years in loan term:

10 years for \$0.00-\$5,000.00
15 years for \$5,001.00-\$10,000.00 loan amount
20 years for \$10,001.00-\$15,000.00 loan amount
25 years for \$15,001.00-\$20,000.00 loan amount
 - 4. Forgiveness: N/A
 - 5. Repayment: The loan shall be deferred for 3 years, and repayment will begin after that and will be amortized over the term of the loan term. Modification to accelerate repayment could occur through



mutual agreement between client and the County. The County is sensitive to occasional financial hardships of housing assistance program recipients and, therefore, The Board authorizes the County Administrator or his/her designee to modify repayment terms for a reasonable amount of time in special circumstances where a homeowner is faced with an unexpected financial hardship such as; loss of employment, reduced work hours, or unexpected medical bills etc.

6. Default: The loan will be determined to be in default if any of the following occurs during the Loan term: sale, transfer, or conveyance of property; conversion to a rental property; loss of homestead exemption status; or failure to occupy the home as primary residence. If any of these occur, the outstanding balance will be due and payable. If the homeowner vacates the property, or rents it out, repayment will be accelerated with repayment terms.

In cases where the qualifying homeowner dies during the loan term, the loan may be assumed by a SHIP eligible heir who must occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home as their primary residence, the outstanding balance of the loan will be due and payable.

In the event of foreclosure by a superior mortgage holder, The County will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a repayment.

- f. Recipient/Tenant Selection Criteria: Applicants will be ranked for assistance based on a first-qualified, first-served basis with the priorities for Special Needs, and income groups as described in section I. of this plan. The sales price of the home to be purchased must be less than the SHIP sales price limit. Applicant must complete a homebuyer education class within 18 months prior to closing. Applicants are provided 2 online options for the homebuyer education class, or they can choose another approved equivalent option. Assistance is contingent on first mortgage lender approval.
- g. Sponsor Selection Criteria: N/A
- h. Additional Information: Loan will be awarded in the amount of money required in order to allow the homebuyer to qualify for the first mortgage. The maximum will not be awarded in all cases. Applicants must secure a first mortgage by an approved lender and must contribute a minimum of \$500 if extremely low and very low income, \$1,000 if low income, \$1,200 if moderate-income and \$1,400 for workforce, towards the purchase. Mobile homes are not eligible.
- i. Applicants must not have more readily available funds than the funds being requested from the Highlands County Housing Office. These funds would be in a checking, savings, money market or CD type of accounts. Exception to this policy would be funds in in an IRA or other restricted retirement accounts.
- j. **Loan Subordination:**
Each request for subordination and/or refinancing of The Highlands County Housing Purchasing assistance loan will be handled on a case-by-case basis. Subordinations are approved by the county attorney and shall only be approved when the refinancing will reduce the current loan payment or more favorable loan terms such as a lower interest rate. No subordination will be approved for cash out transactions.

B. Owner Occupied Rehabilitation

Code 3

Summary: Funds will be awarded to households in need of repairs to correct code violations, health, and safety issues, electrical, plumbing, roofing systems (including soffit and fascia), windows, and other structural items. Additional items may be included on rehabilitation projects if funds are available after completing all required repairs listed above.

- b. Fiscal Years Covered: 2022-2023, 2023-2024, 2024-2025
- c. Income Categories to be served: Extremely low, very low and low
- d. Maximum award: \$40,000.00
- e. Terms:
 - 1. Repayment loan/deferred loan/grant: All assistance is provided as a loan, secured by a recorded mortgage and promissory note.
 - 2. Interest Rate: 0%
 - 3. Years in loan term: 10 years for \$0.00-\$5,000.00
 15 years for \$5,001.00-\$10,000.00 loan amount
 20 years for \$10,001.00-\$15,000.00 loan amount
 25 years for \$15,001.00-\$20,000.00 loan amount
 30 years for more than \$20,000.01 loan amount
 - 4. Forgiveness: N/A
 - 1. Repayment: The loan shall be deferred for 3 years. Repayment will begin after that and will be amortized over the term of the loan term. Modification to accelerate repayment could occur through mutual agreement between client and the County. The County is sensitive to occasional financial hardships of housing assistance program recipients and, therefore, The Board authorizes the County Administrator or his/her designee to modify repayment terms for a reasonable amount of time in special circumstances where a homeowner is faced with an unexpected financial hardship.
 - 5. Default: The loan will be determined to be in default if any of the following occurs during the Loan term; sale, transfer, foreclosure, or conveyance of property; conversion to a rental property; loss of homestead exemption status; or failure to occupy the home as primary residence. If any of these occur, the outstanding balance will be due and payable. If the homeowner passes away, vacates the property, or rents it out, repayment will be accelerated with repayment terms.
- f. Recipient/Tenant Selection Criteria: Applicants will be ranked for assistance based on a first-qualified, first-served basis with the priorities for Special Needs, and income groups as described in section I. of this plan.
- g. Sponsor Selection Criteria: N/A
- h. Additional Information: All work will be performed by contractors on the county's approved contractor's list. Mobile homes are not eligible. No property taxes or other County assessments may be in arrears. This does not include payments that do not have to be paid immediately, such as road assessments. Clients must be current with their mortgages.



- i. Applicants must not have more readily available funds than the funds being requested from the Highlands County Housing Office. These funds would be in a checking, savings, money market or CD type of accounts. Exception to this policy would be funds in in an IRA or other restricted retirement accounts.

C. Emergency Repair	Code 6
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Summary: Funds will be awarded to applicants in need of rehabilitation of their home related to a dire situation that needs to be mitigated immediately. This includes damaged windows causing exposure to the elements, air conditioning, septic, electrical or plumbing problems that could cause damage (fire) to the home or is an immediate health hazard to the occupants. This strategy will also be used for an applicant who has applied for but will not receive assistance through the owner-occupied rehabilitation strategy within the next three months.

- b. Fiscal Years Covered: 2022-2023, 2023-2024, 2024-2025
- c. Income Categories to be served: Extremely low, very low, and low
- d. Maximum award: \$10,000
- e. Terms:
 - 2. Repayment loan/deferred loan/grant: All assistance is provided as a loan, secured by a recorded mortgage and promissory note.
 - 3. Interest Rate: 0%
 - 4. Years in loan term: 10 years for \$0.00-\$5,000.00 loan amount
15 years for \$5,001.00-\$10,000.00 loan amount
 - 5. Forgiveness: N/A
 - 6. Repayment: The loan shall be deferred for 3 years. Repayment will begin after that and will amortized over the term of the loan term. Modification to accelerate repayment could occur through mutual agreement between client and the County. The County is sensitive to occasional financial hardships of housing assistance program recipients and, therefore, The Board authorizes the County Administrator or his/her designee to modify repayment terms for a reasonable amount of time in special circumstances where a homeowner is faced with an unexpected financial hardship.
 - 7. Default: The loan will be determined to be in default if any of the following occurs during the Loan term; sale, transfer, foreclosure, or conveyance of property; conversion to a rental property; loss of homestead exemption status; of failure to occupy the home as primary residence. If any of these occur, the outstanding balance will be due and payable. If the homeowner passes away, vacates the property, or rents it out, repayment will be accelerated with repayment terms.
- f. Recipient/Tenant Selection Criteria: Applicants will be ranked for assistance based on a first-qualified, first-served basis with the priorities for Special Needs, and income groups as described in section I. (I) of this plan. Clients must be current with their mortgage. No property taxes or other County assessments may be in arrears. This does not include payments that do not have to be paid immediately, such as road assessments.



- g. Sponsor Selection Criteria: N/A
- h. Additional Information: When an applicant is assisted with emergency repairs, they will not lose their place on the rehabilitation waiting list. However, the amount of funds expended for the emergency repairs will be counted towards the maximum award if the applicant receives subsequent assistance through the rehabilitation strategy. Funds may also be awarded to pay insurance deductibles for any emergency repairs covered by the homeowner's policy. An applicant requesting an emergency repair will be required to:
 - 1. Allow the rehabilitation specialist to access the home for an inspection to determine the need for the repair.
 - 2. Provide proof of homeowner's insurance, if insured, and any proof whether or not the insurance will cover any part of the repair.
 - 3. Mobile Homes are not eligible.
- i. Applicants must not have available funds that exceed the funds amount being requested from Highlands County Housing Office. These funds would be in a checking, savings, money market or CD type of accounts. Exception to this policy would be funds in an IRA or other restricted retirement accounts.

D. Foreclosure Prevention	Code 7
Summary: Funds will be awarded to qualified homeowner that are in arrears on their first mortgage. The arrearage must be at least three months, but no more than six months and cannot be under an active foreclosure action.	

- b. Fiscal Years Covered: 2022-2023, 2023-2024, 2024-2025
- c. Income Categories to be served: Very low, low, and moderate
- d. Maximum award: \$7,500
- e. Terms:
 - 1. Repayment loan/deferred loan/grant: All loans are secured by a recorded mortgage and promissory note.
 - 2. Interest Rate: 0%
 - 3. Years in loan term: 15 years
 - 4. Forgiveness: N/A
 - 5. Repayment: The loan shall be deferred for 3 years. Repayment begins after that and will be amortized over the term of the loan term. Modification to accelerate repayment could occur through mutual agreement between client and the County. If the foreclosure prevention assistance is associated with an FHASecure Loan insured by the Federal Housing Administration (or similar refinancing programs that mimics FHASecure), it will be a deferred loan for five years. The County is sensitive to occasional financial hardships of housing assistance program recipients and, therefore, The Board authorizes the County Administrator or his/her designee to modify repayment terms for a reasonable amount of time in special circumstances where a homeowner is faced with an unexpected financial hardship.
 - 6. Default: If the homeowner passes away, vacates the property, or rents it out, repayment will be



accelerated with repayment terms.

- f. Recipient/Tenant Selection Criteria: Applicants will be ranked for assistance based on a first-qualified, first-served basis with the priorities for Special Needs, and income groups as described in section I. of this plan. No property taxes or other County assessments may be in arrears. This does not include payments that do not have to be paid immediately, such as road assessments.
- g. Sponsor Selection Criteria: N/A
- h. Additional Information: Applicants are encouraged to apply to other foreclosure assistance programs for assistance prior to being approved for assistance under this strategy. Applicants must provide evidence of the hardship that caused the nonpayment of their mortgage. Must show their ability to keep the home out of default and to make monthly mortgage payments. This assistance is available only once to the mortgagee(s). Mobile homes, vacation homes and secondary mortgages/lines of credit or private lenders are not eligible for assistance.
- i. Applicants must not have available funds that exceed the fund amount being requested from Highlands County Housing Office. These funds would be in a checking, savings, money market or CD type of accounts. Exception to this policy would be funds in in an IRA or other restricted retirement accounts.

E. Disaster Assistance	Code 5, 16
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Summary: The Disaster Strategy aids households in the aftermath of a disaster as declared by the President of the United States or Governor of the State of Florida. This strategy will only be funded and implemented in the event of a disaster using any funds that have not yet been encumbered or with additional disaster funds allocated by Florida Housing Finance Corporation SHIP Disaster Funds may be used for items such as, but not limited to:

1. Immediate threats to health and life safety (sewage, damaged windows, roofing) in cases where the home is still habitable.
2. Imminent residual damage to the home (such as damage caused by a leaking roof) in cases where the home is still habitable.
3. Repairs necessary to make the home habitable.
4. Repairs to mitigate dangerous situations (exposed wires).
5. Payment of insurance deductibles for rehabilitation of homes covered under homeowners' insurance policies.
6. Purchase of emergency supplies for eligible households to weatherproof damage homes.
7. Interim repairs to avoid further damage: tree and debris removal required to make the individual housing unit habitable.
8. Construction of wells or repair of existing wells where public water is not available.
9. Security deposit for eligible recipients that have been displaced from their homes due to disaster.
10. Rental assistance for eligible recipients that have been displaced from their homes due to disaster.
11. Temporary rent and utility payments for up to 3 months for tenant financially impacted by a

disaster.

12. Temporary mortgage and utility payments for up to 3 months for homeowners financially impacted by a disaster.
13. Strategies included in the approved LHAP that benefit applicants directly affected by the declared disaster.
14. Other activities as proposed by the counties and eligible municipalities and approved by Florida Housing.

- b. Fiscal Years Covered: 2022-2023, 2023-2024, 2024-2025
- c. Income Categories to be served: Very low, low, and moderate
- d. Maximum award: \$10,000
- e. Terms:
 1. Repayment loan/deferred loan/grant: Funds will be awarded as a grant with no recapture terms.
 2. Interest Rate: N/A
 3. Years in loan term: N/A
 4. Forgiveness: N/A
 5. Repayment: N/A
 6. Default: N/A
- f. Recipient/Tenant Selection Criteria: Applicants will be assisted on a first-qualified, first-served basis with the following additional requirements:
 - Must file for and use proceeds from insurance as first option, if available. Priority shall be given to those individuals/households who have special needs, or individuals or households that qualify as Elderly, as defined in 420.53, FS.
- g. Sponsor/Sub-recipient Selection Criteria: N/A
- h. Additional Information: Funds for disaster mitigation will only be allocated from unencumbered funds or additional funds awarded through Florida Housing Finance Corporation for the disaster.

F. Rehabilitation/Rental Development (New Construction)

Code 14, 21

Summary: Funds will be awarded to developers of affordable rental units that are awarded construction financing through other state or federal housing programs to construct or rehabilitate affordable rental units. This funding is intended to be used as gap financing required for the project.

- b. Fiscal Years Covered: 2022-2023, 2023-2024, 2024-2025
- c. Income Categories to be served: Very low, low, and moderate



- d. Maximum award: \$75,000 per unit up to \$150,000 per project.
\$100,000 may be added to the project maximum, if 30% of units are set aside for Special Needs households.
- e. Terms:
1. Repayment loan/deferred loan/grant: For for-profit developers, funds will be awarded as a loan secured by a recorded subordinate mortgage and note.

For non-profit developers, funds will be awarded as a forgivable loan secured by a recorded subordinate mortgage and note.
 2. Interest Rate: 0%
 3. Years in loan term: 15 years
 4. Forgiveness: Non-profits, the loan is forgiven on a prorated basis beginning in year six so that 10% of the loan is forgiven annually from years six through fifteen.
 5. Repayment: For-profits, the loan is due and payable at the end of the term unless the county negotiates an extended loan term to secure affordable rental units in the best interest of the county's residents.
 6. Default: For all awards, a default will be determined as: sale, transfer, or conveyance of property; conversion to another use; failure to maintain standards for compliance as required by any of the funding sources. If any of these occur, the outstanding balance will be due and payable.
- f. Recipient/Tenant Selection Criteria: All applicants for residence in a SHIP-assisted unit must meet income qualifications of the program as determined and reported by the developer's management company for the development. Applicants will be processed on a first-qualified, first-served basis.
- g. Sponsor Selection Criteria: Developers will apply to the county through an RFQ process that is open year-round. The RFQ will require proof of developer experience in providing affordable rent housing, proof of financial capacity, evidence of site control (or contract for sale), proof of ability to proceed once all funding is closed, and a housing unit design plan that meets with the county's housing element in the Comprehensive Plan.
- The County reserves the right to select development that meet all the above requirement and:
1. Are in areas of immediate need due to lack of available units.
 2. Propose to preserve and improve existing units.
- All funding awards will be subject to closing on other funding sources.
- h. Additional Information: Developers will be required to meet compliance reporting requirements on the development necessary to meet the statutory requirements for monitoring of SHIP rental units.

G. Rental Assistance

Code 13, 23, 26

Summary: Funds will be awarded to assist individuals or families to obtain quality, safe, and affordable rental housing and prevent eviction and homelessness. Funds will assist in utility and security deposits, first month's rent and assistance for utility and rent in arrears. ~~And utility deposits.~~

- b. Fiscal Years Covered: 2022-2023, 2023-2024, 2024-2025
- c. Income Categories to be served: Very low, low, and moderate
- d. Maximum award: \$5,000
- e. Terms:
 - 1. Repayment loan/deferred loan/grant: Funds will be awarded as a grant.
 - 2. Interest Rate: N/A
 - 3. Years in loan term: N/A
 - 4. Forgiveness: N/A
 - 5. Repayment: N/A
 - 6. Default: N/A
- f. Recipient/Tenant Selection Criteria: Eligible applicants are on a first-qualified, first-served basis. Funding of qualified applicants is limited to and based upon SHIP funds availability, with a priority for households with special needs or homeless.
- g. Sponsor Selection Criteria: N/A
- h. Additional Information: The applicant is required to have a 12-month lease and the unit must meet Housing Quality Standards. Applicants must show ability to make monthly rental payments.

III. LHAP Incentive Strategies

In addition to the **required Incentive Strategy A and Strategy B**, include all adopted incentives with the policies and procedures used for implementation as provided in Section 420.9076, F.S.:

- A. Name of the Strategy: **Expedited Permitting**
Permits as defined in s. 163.3177 (6) (f) (3) for affordable housing projects are expedited to a greater degree than other projects.

Provide a description of the procedures used to implement this strategy:

a. Established Policy and Procedures:

- 1. **Section 12.04.300 Affordable housing expedited permitting.** When requested by an applicant for an affordable housing project, as defined by F.S. Ch. 420, Pt. VI, and the application is determined to be complete, the county shall grant first priority in review and processing of all preliminary and a final development orders, including plats, site plans, concurrency clearance, driveway permits, and improvement plans, and all other applicable development permits in order to expedite the issuance of



these development orders. To effect the successful issuance of a development order and/or permit, the county shall continually monitor the progress of the application. The project, however shall comply with all requirements of these regulations.

2. **Section 12.16.306 Affordable housing expedited permitting:** When requested by an applicant for an affordable housing project, as defined by F.S. Ch. 420, Pt. VI, and the application is determined to be complete, the county shall grant first priority in review and processing to expedite the issuance of all building permit applications, preliminary and a final development orders, and all applicable development permits. To affect the successful issuance of a development order and/or permit, the county shall continually monitor the progress of the application. The project, however shall comply with all requirements of these regulations not elsewhere exempted.
3. **Section 12.17.204 Affordable housing expedited permitting:** When requested by an applicant for an affordable housing project, as defined by F.S. Ch. 420, Pt. VI, and the application is determined to be complete the county shall grant first priority in review and processing to expedite the issuance of all preliminary and final development orders and all other applicable fire clearances. To effect the successful issuance of a development order and/or permit, the county shall continually monitor the progress of the application. The project, however, shall comply with the requirements of these regulations not elsewhere exempted.

B. Name of the Strategy: **Ongoing Review Process**

An ongoing process for review of local policies, ordinances, regulations and plan provisions that increase the cost of housing prior to their adoption.

a. **Established Policy and Procedures:**

The County will continually monitor and review its development approval process to identify and eliminate any unnecessary impediments to the provision of housing within the community by ordinance and Board of County Commissioner resolution.

Highlands County Housing Division coordinates with other County departments regarding ordinances or regulations impacting affordable housing. Staff provide reports and updates to the Affordable Housing Advisory Committee (AHAC) for review and discussion at their regularly scheduled meetings. The AHAC provides staff with input and recommendations with the Housing Division preparing final reports and presentations for the Highlands County Board of County Commissioners (BoCC) consideration.

C. **Impact Fee Waivers:**

The County will waive Impact Fees when evidence that the Residential Construction is affordable housing. Affordable Housing shall mean a Dwelling Unit or Units that are within an approved affordable housing development which are offered for sale or rent to Low Income Persons or Very Low-Income Persons and which monthly rent or monthly mortgage payments, including taxes, insurance, and utilities, do not exceed 30 percent of that amount which represents the percentage of the median annual Adjusted Gross Income for Low Income Persons and Very Low-Income Persons in Highlands County.



a. Established Policy and Procedures

Sec. 13-71. Exemptions. The following shall be exempted from payment of any impact fees: ((1)-(5) omitted)

(6) Any residential construction that qualifies as affordable housing and meets the following requirements:

a. Any person seeking an affordable housing exemption for an owner-occupied residential construction shall file with the county administrator an application for exemption prior to receiving a building permit for the proposed residential construction.

The application for exemption shall contain the following: (1-6 omitted)

b. Any person seeking an affordable housing exemption for rental residential construction located within a qualifying multi-family rental project shall file with the county administrator an application for exemption prior to receiving a building permit for the proposed residential construction. The application for exemption shall contain the following: (1-6 omitted)

c. If the residential construction meets the requirements for an affordable housing exemption, the county administrator shall issue an exemption. The exemption shall be presented in lieu of payment of the impact fee.

d. At the time the affordable housing exemption is granted by the county administrator, the county shall record an impact fee lien against the property that includes a clause requiring payment of impact fees in effect at the time the residential construction fails to satisfy the affordable housing requirements provided herein, if that failure occurs during the 30-year period following the issuance of the certificate of occupancy. Such liens shall have priority over all other liens except for taxes and governmental liens and assessments.

e. In the event the residential dwelling unit fails to satisfy the affordable housing requirements provided herein during the 30-year period following the issuance of the certificate of occupancy such that the property no longer qualifies as affordable housing and is no longer occupied by low income persons or very low income persons, the impact fees in effect at the time of the change in circumstances shall be immediately due and payable.

D. Creation of Affordable and Workforce Housing Trust Fund

The County has established an Affordable and Workforce Housing Trust Fund to be funded by an annual transfer to the Trust Fund from revenues and taxes available in the County General Fund. The Trust fund is established to provide for the creation and maintenance of Affordable and Workforce Housing within the County.

a. Established Policy and Procedures:

Sec. 13-78. Creation of Affordable and Workforce Housing Trust Fund.

There is hereby created within the general fund budget of the county an “affordable and workforce housing trust fund” to be funded by an annual transfer to the trust fund from revenues and taxes available in the county general fund. The amount of the annual trust fund transfer shall be such amount as appropriated by the county for the trust fund for each county budget year. The amounts on deposit in the affordable and workforce housing trust fund shall be appropriated to provide for the creation and maintenance of affordable and workforce housing within the county based upon qualifying criteria within an affordable and workforce housing program established by subsequent resolution.

IV. EXHIBITS:

Required

- A. Administrative Budget for each fiscal year covered in the Plan.
- B. Timeline for Estimated Encumbrance and Expenditure.
- C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the plan.
- D. Signed LHAP Certification.
- E. Signed, dated, witnessed, or attested adopting resolution.

Optional

- F. Ordinance: (If changed from the original creating ordinance).
- G. Interlocal Agreement (Required if applicable).
- H. Other Documents Incorporated by Reference.

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: November 1, 2022

PRESENTER: Tanya Cannady, Business Services Director

SUBJECT/TITLE: Request approval of the Emergency Medical Service (EMS) Billing and Collections Policy update.

STATEMENT OF ISSUE

The original policy approved in July 2002 provided for delinquent balances greater than \$10 be turned over to the collection agency. It has been 20 years since the policy has been updated and Business Services is recommending \$100 or greater to be turned over to the collection agency. The amount of staff's time and cost to continue collections for balances less than \$100 is greater than the amount due from the patient.

RECOMMENDED ACTION

Move to approve the Emergency Medical Service (EMS) Billing and Collections Policy update.

FISCAL IMPACT

EMS fees generate approximately \$4.2 million dollars annually to the General Fund. Fiscal impact is undetermined and depends on the number of patients with balances less than \$100 after one year. Bad debt write offs average less than 1% of collected fee revenue each year.

Attachments: [EMS BILLING AND COLLECTIONS POLICY 10.20.22 revised.pdf](#)

EMERGENCY MEDICAL SERVICE (EMS) BILLING AND COLLECTIONS POLICY

The EMS Patient Billing life cycle will consist of four stages: Initial Billing; Collections Agency; Credit Bureau Reporting; and Closed Accounts.

Stage 1 - Initial Billing

This stage of billing will consist of filing any Medicare, Medicaid, or insurance claims, and patient billing. Payments will be pursued for up to 12 months from the original date of service. This stage applies to EMS and contracted billing.

Stage 2 - Collections Agency

Accounts with no response or without a valid address may be turned over to a contracted collection agency after six months from the date of service **or after all recourse to obtain payment has been exhausted**. Accounts one year old, having balances of ~~\$10~~ **\$100.00** or greater, and no "current activity," shall be considered delinquent accounts and accordingly turned over to a contracted collection agency which will endeavor to collect on these accounts for a period of up to one year. Any account that is turned over to the collection agency will a) not be billed any further by EMS or the contracted biller; and b) not be included in the active aged receivable amount for the purpose of County financial statements.

Stage 3 - Credit Bureau Reporting

Any account that has been with a collection agency for one year without "current activity" shall be reported to a credit bureau as a delinquent account and continue as a collectable account with the collection agency for another year.

Stage 4 - Closed Account

After ~~one~~ **two** year with the collection agency and with no "current activity," accounts shall be "Closed."

Exceptions to the Four Stages:

- 1) Accounts one year old, having balances of less than **\$100.00**, with no current activity, shall be "Closed."
- 2) Accounts with the debt forgiven by Board of County Commissioners' approval.

Definitions

Closed: The account balance is reduced to zero with no expectation of payment.

Current Activity: A payment has been received within the last 60 days.

Approved: _____

Date: _____

Kathleen G. Rapp, Chairman
Highlands County Board of County Commissioners

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: November 1, 2022

PRESENTER: Corey Amundsen, Interim Emergency Management Manager

SUBJECT/TITLE: Request acceptance of the 2022-2023 Emergency Management Preparedness and Assistance Grant (EMPA) and Emergency Management Performance Grant (EMPG) agreements.

STATEMENT OF ISSUE

The 2022-2023 Emergency Management Preparedness and Assistance Grant (EMPA) agreement is for \$105,806.00. This is a recurring state grant for Emergency Management to assist in operational funding. The 2022-2023 Emergency Management Performance Grant Agreement is for \$58,752.00. This is a recurring federal grant for Emergency Management to assist in operational funding. Both of these make up the BASE grant funding for Emergency Management.

RECOMMENDED ACTION

Move to accept the 2022-2023 Emergency Management Preparedness and Assistance Grant (EMPA) and Emergency Management Performance Grant (EMPG) agreements.

FISCAL IMPACT

The fiscal impact will be an increase to Fund 005 (General) in the amount of \$164,558; \$105,806 from the EMPA grant and \$58,752 from the EMPG grant and is used to supplement cost center 3991 (Local Emergency Mgmt).

Attachments: [22-23-011 Project 22029 EMPA-EMPG 22-23 \(BA\).pdf](#)
[22-23-011R Project 22029 EMPA-EMPG 22-23 \(Resolution\).pdf](#)
[FY 2022-2023 EMPG AGREEMENT #G0384 Highlands County.pdf](#)
[FY2022.EMPA.AGREEMENT. Highlands County.A0250.pdf](#)

RESOLUTION NO. 22-23-13

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 22-23-011 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 22-23-011 is hereby approved and authorized to appropriate grant funds into Project 22029 - EMPA/EMPG for the 2022/2023 Emergency Management Preparedness Base Grant Programs that were awarded to Highlands County for an increase in the amount of \$164,558.00.

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 1st day of November, 2022.

HIGHLANDS COUNTY, FLORIDA

By: _____
Kathleen G. Rapp, Chairperson

ATTEST:

Jerome Kaszubowski, Clerk of Court

**FEDERALLY FUNDED SUBAWARD GRANT AGREEMENT
EMERGENCY MANAGEMENT PERFORMANCE GRANT**

THIS AGREEMENT is entered into by the **State of Florida, Division of Emergency Management**, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and **Highlands County, Florida** (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a federal award, and the Sub-Recipient serves as the recipient of a sub-award.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

- A. 2 C.F.R. §200.1 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."
- B. As defined by 2 C.F.R. §200.1, "pass-through entity" means "a non-Federal entity that provides a subaward to a Sub-Recipient to carry out part of a Federal program."
- C. As defined by 2 C.F.R. §200.1, "Sub-Recipient" means "an entity, usually but not limited to non-Federal entities, that receives a sub-award from a pass-through entity to carry out part of a federal program."
- D. As defined by 2 C.F.R. §200.1, "Federal award" means Federal financial assistance "that a non-Federal entity receives directly from a federal awarding agency or indirectly from a pass-through entity."
- E. As defined by 2 C.F.R. §200.1, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a federal award received by the pass-through entity."

THEREFORE, Division AND Sub-Recipient agree to the following:

(1) SCOPE OF WORK

- (a) Sub-Recipient shall perform the work in accordance with Scope of Work (Attachment A) and Proposed Budget Detail Worksheet (Attachment A (2)), of this agreement.

(2) INCORPORATION OF LAWS, REGULATIONS, AND POLICIES

- (a) Sub-Recipient and Division shall be governed by all applicable State and Federal laws, rules, and regulations, including, but not limited to, those identified in Attachment E, Statement of Assurances. In addition, section 215.971, Florida Statutes applies to this Agreement because 2 C.F.R. §200.302(a) states in part: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds."

(3) PERIOD OF AGREEMENT

- (a) This agreement period will begin on **October 01, 2022**, and will end on **September 30, 2023**, unless terminated earlier in accordance with provisions of this Agreement, including, but not limited to Paragraph (12) TERMINATION, of this Agreement.

(4) FUNDING CONSIDERATION

(a) This is a cost reimbursement agreement. Division shall reimburse Sub-Recipient for allowable costs incurred in the satisfactory performance of work hereunder in an amount not to exceed **\$58,752.00** subject to legality of the expenditures, availability of funds, and appropriate budget authority.

(b) Any advance payment under this Agreement is subject to section 216.181(16), Florida Statutes. The amount of advanced funds may not exceed the expected cash needs of Sub-Recipient within the first ninety (90) days of the term of this Agreement. If an advance payment is requested, the budget data on which the request is based, and a justification statement shall be included with this Agreement as indicated in Attachment B, Justification of Advance Payment. Attachment B must specify the amount of advance disbursement requested and provide an explanation of the necessity for and proposed use of the funds.

(c) As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

(d) In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of Agreement.

(e) As required by section 215.971(2)(c), Florida Statutes, the Grant Manager "shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report."

(5) REPORTS

Sub-Recipient shall provide Division with all required Reports, as set forth in Exhibit 1 – Audit Requirements, to this Agreement.

(a) Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

(b) Quarterly reports are due to the Division no later than thirty (30) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are September 30, December 31, March 31, and June 30.

(c) The Form 5 - Close-Out Report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

(d) If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (11) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Proposed Budget Detail Worksheet (Attachment A (2)) and Scope of Work (Attachment A).

(e) The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

(f) The Sub-Recipient shall provide additional reports and information identified in Quarterly Reports (Attachment A (3)). The necessary forms for completing Quarterly Reports are located in Attachment H, Reporting Forms.

(6) MONITORING

(a) Sub-Recipient is responsible for and shall monitor its performance under this Agreement. Sub-Recipient shall monitor the performance of its contractors, consultants, agents, and who are paid from funds provided under this Agreement or acting in furtherance of this Agreement.

(b) In addition to reviews of audits conducted in accordance with Exhibit 1 – Audit Requirements, monitoring procedures may include, but not limited to, desk reviews and on-site visits by Division staff, limited scope audits, and other procedures.

(7) SUBCONTRACTS

(a) Sub-Recipient shall not contract in furtherance of this Agreement prior to receiving Division's written confirmation that the proposed contract includes the following requirements:

- i. Contractor is bound by all applicable State and Federal law and regulations;
- ii. Contractor shall indemnify and hold Division and Sub-Recipient harmless against all claims of whatever nature arising out of or related to the contractor's performance of under this Agreement, to the extent allowed by law; and
- iii. Prior to entering into a contract with any contractor to be paid from funds from this Agreement, Sub-Recipient shall submit to Division a completed Attachment C, Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion to this Agreement.

(8) AUDITS

(a) Sub-Recipient 's performance under this Agreement is subject to the applicable requirements published in the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, Title 2 of the United States Code of Federal Regulations (C.F.R.) part 200 hereinafter referred to as the "Uniform Guidance."

(b) Sub-Recipient shall retain all records pertaining to this Agreement, regardless of the form of the record (e.g. paper, film, recording, electronic), including but not limited to financial records, supporting documents, statistical records, and any other documents (hereinafter referred to as "Records") for a period of five State fiscal years after all reporting requirements are satisfied and final payments have been received, or if an audit has been initiated and audit findings through litigation or otherwise.

(c) If Sub-Recipient 's expenditures of State of Federal awards during its applicable fiscal year(s) require it to conduct an audit in accordance with Exhibit 1 – Audit Requirements, to this Agreement, such audit will comply with all applicable requirements of Exhibit 1 – Audit Requirements, to this Agreement, section 215.97, Florida Statutes, and the Uniform Guidance as applicable, and Sub-Recipient shall ensure that all related party transactions are disclosed to the auditor.

(d) The reporting packages for required audits must be timely submitted in accordance with the requirements of Exhibit 1 – Audit Requirements, of this Agreement and the applicable laws, rules and audits of Federal awards conducted in accordance with Subparagraph (c) above.

(9) LIABILITY

(a) Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement. As authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division but is an independent contractor.

(b) As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(c) As defined in section 200.310 Insurance Coverage: The non-Federal entity must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award.

(10) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (11) REMEDIES; however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

- (a) Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;
- (b) Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;
- (c) Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete, or insufficient information; or,
- (d) The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(11) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

- (a) Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;
- (b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;
- (c) Withhold or suspend payment of all or any part of a request for payment;
- (d) Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds;

- (e) Exercise any corrective or remedial actions, to include but not be limited to:
 - i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance;
 - ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected;
 - iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or;
 - iv. Require the Sub-Recipient to reimburse the Division for costs incurred for any items determined to be ineligible;
- (f) Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(12) TERMINATION

(a) The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.

(b) The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

(d) In the event this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination.

The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(13) PROCUREMENT

(a) The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards”).

(b) As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall “maintain records sufficient to detail the history of procurement. These records will include but are not necessarily limited to the following: Rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.”

(c) As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall “maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.” In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

(d) Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a)(1) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(a)(2), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any solicitation (whether competitive or non-competitive) at least fifteen (15) days prior to the publication or communication of the solicitation. The Division shall review the solicitation and provide comments, if any, to the Sub-Recipient within seven (7) business days. Consistent with 2 C.F.R. §200.325, the Division will review the solicitation for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to publish a competitive solicitation, this review may allow the Division to identify deficiencies in the vendor requirements or in the commodity or service specifications. The Division’s review and comments shall not constitute an approval of the solicitation. Regardless of the Division’s review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the seven (7) business day window outlined above. If the Sub-Recipient publishes a competitive solicitation after receiving comments from the Division that the solicitation is deficient, then the Division may:

- i. Terminate this Agreement in accordance with the provisions outlined in Paragraph (12) above; and,
- ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

(e) Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a)(1) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(a)(2), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any contemplated contract prior to contract execution. The Division shall review the unexecuted contract and provide comments, if any, to the Sub-Recipient within seven (7) business days. Consistent with 2 C.F.R. §200.325, the Division will review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to execute a subcontract, this review may allow the Division to identify deficiencies in the terms and conditions of the subcontract as well as deficiencies in the procurement process that led to the subcontract. The Division's review and comments shall not constitute an approval of the subcontract. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the seven (7) business day window outlined above. If the Sub-Recipient executes a subcontract after receiving a communication from the Division that the subcontract is non-compliant, then the Division may:

- i. Terminate this Agreement in accordance with the provisions outlined in Paragraph (12) above; and,
- ii. Refuse to reimburse the Sub-Recipient for any costs associated with that subcontract.

(f) The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

(g) As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

(h) As required by 2 C.F.R. §200.319, the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:

- i. Place unreasonable requirements on firms in order for them to qualify to do business;
- ii. Require unnecessary experience or excessive bonding;
- iii. Use noncompetitive pricing practices between firms or between affiliated companies;

- iv. Execute noncompetitive contracts to consultants that are on retainer contracts;
- v. Authorize, condone, or ignore organizational conflicts of interest;
- vi. Specify only a brand name product without allowing vendors to offer an equivalent;
- vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;
- viii. Engage in any arbitrary action during the procurement process; or,
- ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

(i) Except in those cases where applicable Federal statutes expressly mandate or encourage otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.

(j) The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(b)(1) as well as section 287.057(1)(a), Florida Statutes.

(k) The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. proposals) in accordance with 2 C.F.R. §200.320(b)(2) as well as section 287.057(1)(b), Florida Statutes.

(l) FEMA has developed helpful resources for Sub-Recipients when procuring with federal grant funds because Sub-Recipients must comply with the Federal procurement standards outlined in 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200. These resources are generally *available at* <https://www.fema.gov/procurement-disaster-assistance-team>. FEMA periodically updates this resource page so please check back for the latest information. While not all the provisions discussed in the resources are applicable to this subgrant agreement, the Sub-Recipient may find these resources helpful when drafting its solicitation and contract for compliance with the Federal procurement standards outlined in 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200. FEMA provides the following hands-on resources for Recipients of federal funding:

i. 2018 PDAT Procurement Compliance Checklist for Public Assistance Applicants *available at* https://www.fema.gov/media-library-data/1569959172327-92358d63e00d17639d5db4de015184c9/PDAT_ProcurementChecklist_11-21-2018.pdf

ii. 2019 PDAT Contract Provisions Template *available at* https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf

(14) ATTACHMENTS AND EXHIBITS

(a) All attachments to this Agreement are incorporated as if set out fully.

(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(c) This Agreement has the following attachments:

Exhibit 1 – Audit Requirements

Exhibit 2– Funding Sources

Exhibit 3– Single Audits

Attachment A – Scope of Work

Attachment A (1) – Allowable Costs and Eligible Activities – Budget Directions

Attachment A (2) – Proposed Budget Detail Worksheet

Attachment A (3) – Quarterly Reports

Attachment B – Justification of Advance Payment

Attachment C – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary
Exclusion

Attachment D – Warranties and Representations

Attachment E – Statement of Assurances

Attachment F – Mandatory Contract Provisions

Attachment G – Certification Regarding Lobbying

Attachment H- DHS Civil Rights Evaluation Tool

Attachment I – Reporting Forms

(15) NOTICE OF CONTACT

(a) In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. All notices provided by Sub-Recipient under or pursuant to this Agreement shall be in writing to Division's Grant Manager and delivered by standard or electronic mail using the correct information provided in Subparagraph 15(b) below.

(b) The name and address of Division's Grant Manager for this Agreement is:

Contractual Point of Contact
Newarsa Edwards FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 815-4340 newarsa.edwards@em.myflorida.com

(c) The name and address of Division's Programmatic Reviewer for this Agreement is:

Programmatic Point of Contact
Linda McWhorter FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 815-4301 linda.mcwhorter@em.myflorida.com

(d) The name and address of Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Name: Corey Amundsen
Title : Interim Emergency Manager
Address: 6850 W George Blvd
Sebring, FL 33875
Phone: 863-402-7673

(e) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(16) PAYMENTS

(a) Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-

bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Justification of Advance Payment as Attachment B. Justification of Advance (Attachment B) will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

(b) Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within thirty (30) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient 's quarterly reporting as referenced in Paragraph (5) REPORTS of this Agreement.

(c) If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under Paragraph (4) FUNDING CONSIDERATION of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(17) REPAYMENTS

(a) All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

(b) In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(18) MANDATED CONDITIONS AND OTHER LAWS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for

any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

(c) Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

(d) The Sub-Recipient agrees to comply with the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

(e) Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(f) Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any offenses enumerated in Paragraph (18)(f)(ii) of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

(g) If the Sub-Recipient is unable to certify to any of the statements in this certification, then the Sub-Recipient shall attach an explanation to this Agreement.

(h) In addition, the Sub-Recipient shall send to the Division (by email or by facsimile

transmission) the completed “Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion” (Attachment C) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.

(i) The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

(j) If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division’s obligation to pay the contract amount.

(k) The State of Florida will not intentionally award publicly funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324(a) [Section 274A(e) of the Immigration and Nationality Act (“INA”)]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

(l) Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

(m) The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(19) FEDERAL REQUIREMENTS PERTAINING TO LOBBYING

(a) 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

(b) Section 216.347, Florida Statutes, prohibits “any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.”

(c) No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(d) The Sub-Recipient certifies, by its signature to this Agreement, that to the best of

his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

v. If this subgrant agreement amount is \$100,000 or more, the Sub-Recipient, and subcontractors, as applicable, shall sign Attachment L – Certification Regarding Lobbying.

(20) COPYRIGHT, PATENT, AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB- RECIPIENT TO THE STATE OF FLORIDA.

(a) If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this

Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

(c) Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (20)(b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(d) If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(21) LEGAL AUTHORIZATION

(a) The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(22) STATEMENT OF ASSURANCES

(a) The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment E.

(23) RECORDS

(a) As required by 2 C.F.R. §200.337, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

(b) As required by 20.055(6)(c) and 215.97(5)(b), Florida Statutes, the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized

representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

(c) As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.334, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of 3 years from the date of submission of the final expenditure report. The following are the only exceptions to the 3-year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 3-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

(d) In accordance with 2 C.F.R. §200.335, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

(e) In accordance with 2 C.F.R. §200.336, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

(f) As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

(g) Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

(h) Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

(i) The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Proposed Budget Detail Worksheet (Attachment A (2)) and Scope of Work (Attachment A) and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555

Shumard Oak Boulevard, Tallahassee, FL 32399.

(24) TERMS AND CONDITIONS

- (a) This Agreement contains all the terms and conditions agreed upon by the parties.

(25) EXECUTION

- (a) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(26) MODIFICATION

- (a) Either Party may request modification of the provisions of this agreement. Modifications of provisions of this Agreement are valid only when reduced to writing and duly signed by the Parties.

(27) EQUAL OPPORTUNITY EMPLOYMENT

- (a) In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other

employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. The contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(b) The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government

which does not participate in work on or under the contract.

(c) The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

(d) The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient ; and refer the case to the Department of Justice for appropriate legal proceedings.

(28) COPELAND ANTI-KICKBACK ACT

(a) The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(29) CONTRACT WORK HOURS AND SAFETY STANDARDS

(a) If the Sub-Recipient , with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor

must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(30) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

(a) If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(31) SUSPENSION AND DEBARMENT

(a) If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

i. This contract is a covered transaction for purposes of 2 C.F.R. part 180 and 2 C.F.R. part 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. The contractor must comply with 2 C.F.R. part 180, subpart C and 2 C.F.R. part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. part 180, subpart C and 2 C.F.R. part 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C and 2 C.F.R. part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(32) BYRD ANTI-LOBBYING AMENDMENT

(a) If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).
Contractors who apply or bid for an award of \$100,000 or more shall file

the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

If the Sub-Recipient enters into a contract with a subcontractor for an award of \$100,000 or more, the subcontractor shall sign Attachment L – Certification Regarding Lobbying.

(33) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

(a) If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
- v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (i). through (v). of this subparagraph.

(b) The requirement outlined in subparagraph (a) above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

(c) The “socioeconomic contracting” requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

(d) The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. “project splitting”).

STATE OF FLORIDA
FLORIDA DIVISION OF EMERGENCY MANAGEMENT
FEDERALLY FUNDED RECIPIENT AGREEMENT
SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the last date set forth below.

SUB-RECIPIENT: HIGHLANDS COUNTY

By: _____

Kathleen Rapp, Chairman, HCBCC
(Name and Title)

Date: _____

59-6000655
Federal Identification Number

UEID/SAM Number

G0384
Agreement Number

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____

Kevin Guthrie, Division Director

Date: _____

FY 2022-2023 EMPG AGREEMENT

EXHIBIT 1 – AUDIT REQUIREMENTS

The administration of resources awarded by Division to the Sub-Recipient may be subject to audits and/or monitoring by Division as described in this section.

MONITORING

Monitoring visits are performed to confirm grant requirements are being fulfilled to ensure correct and accurate documentation is being generated and to assist with any questions or concerns Sub-Recipient's may have related to the grant. Sub-Recipient's will be monitored programmatically and financially by Division to ensure that all grant activities and project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met.

On-site monitoring visits will be performed according to Division schedules, as requested, or as needed. At minimum, Sub-Recipient's will receive monitoring from Division once per year. If an on-site visit cannot be arranged, the Sub-Recipient may be asked to perform desk review monitoring. Additional monitoring visits may be conducted throughout the period of performance as part of corrective action when Sub-Recipients are demonstrating non-compliance.

(a) The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in the Proposed Budget Detail Worksheet Attachment A(2) and Scope of Work (Attachment A) to this Agreement and reported in Quarterly Reports (Attachment A(3)).

(b) In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. If the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

AUDITS

The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

(a) The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

(b) The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(c) The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

(d) The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

REPORTS

(a) Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

(b) Quarterly reports are due to the Division no later than thirty (30) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are September 30, December 31, March 31, and June 30.

(c) The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

(d) If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (11) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

(e) The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

(f) The Sub-Recipient shall provide additional reports and information identified in Quarterly Reports (Attachment A (3)).

**FY 2022 - 2023 EMPG AGREEMENT
EXHIBIT 2 – FUNDING SOURCES**

II. COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Federal Program:

1. 2 C.F.R. Part 200, Uniform Administrative Requirements for Federal Awards
2. Appendix “H”, FEMA Preparedness Grants Manual, FEMA Grant Program Directorate, dated May ~~202~~
3. The Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year (FY) 2022 Emergency Management Performance Grant Program (EMPG)

**STATE RESOURCES AWARDED TO THE SUB-RECIPIENT PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING: N/A**

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Federal Program: N/A

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project: N/A

ASSISTANCE LISTINGS NUMBER: 97.042

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS: N/A

**FY 2022 - 2022 EMPG AGREEMENT
EXHIBIT 3 - SINGLE AUDITS**

AUDIT COMPLIANCE CERTIFICATION	
Email a copy of this form at the time of agreement submission to the Division at: DEMSingle_Audit@em.myflorida.com .	
Recipient: Highlands County	
FEIN: 59-6000655	Sub- Recipient's Fiscal Year: 22-23
Contact Name: Corey Amundsen	Contact's Phone: 863-402-7673
Contact's Email: camundsen@highlandsfl.gov	
1. Did Recipient expend the State Financial Assistance, during its fiscal year, that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Recipient and the Florida Division of Emergency Management (Division)? ☐Yes ☐No If the above answer is yes, answer the following before proceeding to item 2. Did Recipient exceed \$750,000 or more of State financial assistance (from DIVISION and all other sources of State financial assistance combined) during its fiscal year? ☐Yes ☐No If yes, Recipient certifies that it will timely comply with all applicable State single or project specific audit requirements of section 215.97(2)(i), Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.	
2. Did Recipient expend Federal awards during it fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Recipient and Division? ☐Yes ☐No If the above answer is yes, answer the following before proceeding to item 2. Did Recipient exceed \$750,000 or more of federal awards (from Division and all other sources of federal awards combined) during its fiscal year? ☐Yes ☐No If yes, Recipient certifies that it will timely comply with all applicable single or program – specific audit requirements of title 2 C.F.R. part 200, subpart F, as adopted and supplement by DHS at 2 C.F.R. part 200.	
By signing below, I certify, on behalf of Recipient, that the above representations for items 1 and 2 are correct.	
Signature of Authorized Representative	Date
Printed Name of Authorized Representative	Title of Authorized Representative

**FY 2022 - 2023 EMPG AGREEMENT
ATTACHMENT A – SCOPE OF WORK**

I. GENERAL POLICY

The Emergency Management Performance Grant (EMPG) provides county emergency management agencies with funding to build or sustain capabilities required for implementation of the National Preparedness System (NPS) and to support the National Preparedness Goal (NPG) of a secure and resilient nation. Based on Florida's self-assessment of the Stakeholders Preparedness Review (SPR) and other relevant sources, the below core capabilities were identified as priorities to address capability gaps across the State:

- Planning
- Public Information and Warning
- Operational Coordination
- Economic Recovery
- Cybersecurity

Grant funds under this program may be charged to one of the below listed activities:

- **Planning**
- **Organization**
- **Equipment**
- **Training**
- **Exercise**
- **Management and Administration**

II. TASK(S) AND DELIVERABLE(S):

The Sub-Recipient must successfully complete the following tasks and deliverables throughout the period of performance.

TASK 1: GRANT REQUIREMENTS

A. QUARTERLY MATCH

Federal funds provided under the EMPG agreement shall be matched by the Sub-Recipient dollar-for-dollar totaling the award amount. The Sub-Recipient needs to show it is meeting the match requirement for the total award amount; the match costs do not need to be broken down or assigned to individual projects. Unless otherwise authorized by law, Federal funds cannot be matched with other Federal funds. To meet matching requirements, the Sub-Recipient contributions must be reasonable, allowable, allocable, and necessary under the grant program and must comply with all Federal requirements and regulations.

Emergency Management and Preparedness Assistance (EMPA) base grant funds may be used by the Sub-Recipient as match for EMPG funding.

To demonstrate successful completion of task 1A for Quarters 1-4, the Sub-Recipient must submit the following items in the Division's Salesforce system:

DELIVERABLES

- Provide Quarterly Match **Form 3A** to identify the non-federal match amount.
- If using EMPA as match, no additional supporting documentation is required.
- Supporting documentation is required if the federal obligation exceeds the EMPA award amount or you are using other non-Federal funds (such as local general revenue) to satisfy the match requirement.

Reporting Requirements.

Quarter 1	Quarter 2	Quarter 3	Quarter 4
Deliverables Due	Deliverables Due	Deliverables Due	Deliverables Due

Supporting Documentation: For non-EMPA funds used as match, the following documents are required to satisfy the deliverable: invoices, receipts, paystubs, certified timesheets, earning statements, cancelled checks, credit card statements, bank statements for proof of payment at least equal to the amount of reimbursement requested for that quarter.

B. ENSURING THE PROTECTION OF CIVIL RIGHTS

In accordance with civil rights laws and regulations, Sub-Recipients must ensure the consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment.

Sub-Recipients must complete the Civil Rights Evaluation tool within thirty (30) days of receipt of Award. Sub-Recipients are not required to complete and submit this tool to the Department of Homeland Security (DHS).

To demonstrate successful completion of task 1B for Quarters 1, the Sub-Recipient must submit the following items in the Division's Salesforce system:

DELIVERABLES

- Complete and submit the Civil Rights Evaluation tool (CivilRightsEvaluation@hq.dhs.gov) to include supporting materials within thirty (30) days of receipt of the award (November 1, 2022).

Reporting Requirements:

Quarter 1	Quarter 2	Quarter 3	Quarter 4
Deliverables Due	N/A	N/A	N/A

Supporting Documentation: Civil Rights Evaluation Tool CivilRightsEvaluation@hq.dhs.gov and supporting materials.

TASK 2: IMPLEMENTATION OF THE NATIONAL PREPAREDNESS SYSTEM

A. NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) IMPLEMENTATION

In accordance with the HSPD-5 (Management of Domestic Incidents), the adoption of the National Incident Management System (NIMS) is a requirement to receive Federal preparedness assistance through grants, contracts, and other activities. NIMS provides a common approach to state and national response that enables responders at all levels to work together more effectively to manage domestic incidents through a core set of guidelines, standards, and protocols for command and management, preparedness, and communications in emergency situations.

All Sub-Recipients must certify that they have achieved or are working towards achieving NIMS implementation objectives. All Sub-Recipients must complete and submit the NIMS Data Collection Worksheet_Local annually.

To demonstrate successful completion of task 2A for Quarter 1, the Sub-Recipient must submit the following item in the Division's Salesforce system:

DELIVERABLES

- The Sub-Recipient shall complete the annual NIMS Data Collection Worksheet_Local, provided by the Preparedness Bureau, in the month of September, **must** be uploaded into Salesforce by **December 01, 2022**.

Reporting Requirements:

Quarter 1	Quarter 2	Quarter 3	Quarter 4
Deliverables Due	N/A	N/A	N/A

Supporting Documentation: The NIMS Data Collection Worksheet_ Local.

B. OPERATIONAL COORDINATION

The EMPG grant program supports the building or sustainment of core capabilities across the five mission areas that are necessary to prepare for incidents that pose the greatest risk to the State of Florida. Effective operational coordination results from the establishment and maintenance a unified and coordinated operational structure and process that appropriately integrates all critical stakeholders and supports the execution of Core Capabilities.

Sub-Recipients must engage with whole community stakeholders, on a quarterly basis; either by participating in regional meetings of existing multi-agency organizations (i.e., Regional Domestic Security Task Forces, Local Emergency Planning Committees, Regional Health Care Coalitions, Local Voluntary/Community Organizations Active in Disaster) or by hosting/conducting meetings with whole community stakeholders.

To demonstrate successful completion of task 2B for Quarters 1-4, the Sub-Recipient must submit the following items in the Division's Salesforce system:

DELIVERABLES

- Provide proof of participation by a representative of the Sub-Recipient in quarterly meetings with whole community stakeholders (i.e., fire, law enforcement, health and health care coalitions, public works, public and private sector, and Volunteer Organizations). EMPG funded personnel are encouraged to participate in these meetings.

Reporting Requirements

Quarter 1	Quarter 2	Quarter 3	Quarter 4
Deliverables Due	Deliverables Due	Deliverables Due	Deliverables Due

Supporting Documentation: Provide proof of participation by a representative of the Sub-Recipient in quarterly meetings with whole community stakeholders to include sign-in sheets, agendas, and meeting minutes (for meetings hosted/conducted by the Sub-Recipient).

C. PUBLIC INFORMATION AND WARNING

The Integrated Public Alert & Warning System (IPAWS) is FEMA's national system for local alerting that provides authenticated emergency and life-saving information to the public through mobile phones using Wireless Emergency Alerts, to radio and television via the Emergency Alert System, and on the National Oceanic and Atmospheric Administration's Weather Radio.

the Sub-Recipient must provide proof of current executed IPAWS Memorandum of Agreement (MOA) and a copy of the signed IPAWS Rules of Behavior forms for each authorized user given access to send IPAWS messages for the county.

To demonstrate successful completion of task 2C for Quarter 4, the Sub-Recipient must submit the following items in the

Division's Salesforce system:

DELIVERABLES

- The Sub-recipient shall upload their updated FEMA IPAWS County executed MOA and,
- Signed IPAWS Rules of Behavior forms for each authorized user given access to send IPAWS messages for the county. into Salesforce no later than **August 30, 2023**.

Reporting Requirements

Quarter 1	Quarter 2	Quarter 3	Quarter 4
N/A	N/A	NA	Deliverables Due

Supporting Documentation: Submission of executed IPAWS County MOA and Signed IPAWS Rules of Behavior forms for each authorized user given access to send IPAWS messages for the county.



TASK 3: TRAINING AND EXERCISE

A. INTEGRATED PREPAREDNESS PROGRAM (IPP)

The Sub-Recipient shall develop and maintain an Integrated Preparedness Program (IPP) that identifies a combination of training and exercise activities that address preparedness priorities and capability gaps based on planning efforts, hazard and risk assessments, and exercise/incident after-action reviews (AARs). The use of an Integrated Preparedness Program Workshop (IPPW), where whole community stakeholders are invited to assess plans, hazards/risks, and AARs; and can identify capability gaps and preparedness priorities is essential to the development and maintenance of an IPP.

The State of Florida uses the IPPW process to synchronize local IPP's into a statewide IPP. Sub-Recipients shall have a representative participate in their Regional IPPW, and EMPG funded personnel are encouraged to attend.

To demonstrate successful completion of task 3A for Quarter 2, the Sub-Recipient must submit the following items in the Division's Salesforce system:

DELIVERABLES

- Submit the County 2024-2026 IPP by **January 10, 2023**, in Salesforce.
- Proof of participation by a representative of the Sub-Recipient in the appropriate Regional IPP Workshop (IPPW). EMPG funded personnel are encouraged to attend. –
 - Region 1 February 9, 2023 Fort Walton Beach
 - Region 2 February 7, 2023 Havana
 - Region 3 January 26, 2023 Gainesville
 - Region 4 January 20, 2023 Largo
 - Region 5 January 25, 2023 Kissimmee
 - Region 6 January 19, 2023 Sarasota
 - Region 7 January 24, 2023 Doral

Reporting Requirements:

Quarter 1	Quarter 2	Quarter 3	Quarter 4
NA	Deliverables Due	NA	NA

Supporting Documentation: Submission of IPP in Salesforce not later than January 10, 2023, and proof (i.e. sign-in sheet) of participation by a representative of the Sub-Recipient, including any EMPG funded personnel, in the appropriate Regional IPP Workshop (IPPW).

B. TRAINING

All EMPG funded personnel must complete *either* the NIMS Independent Study courses and the Professional Development Series, *or* the FEMA National Emergency Management Basic Academy delivered either by EMI or at a sponsored state, local or other designated location.

- NIMS Training, Independent Study: IS100, IS200, IS 700, and IS800, **and**
- Professional Development Series (PDS) or Emergency Management Professionals Program (EMPP) Basic Academy.

To demonstrate successful completion of task 3B for Quarters 1-4, the Sub-Recipient must submit the following items to the Division's Salesforce system:

DELIVERABLES

- The Division **Form 4** - Staffing Detail for all EMPG funded personnel.
- Training verifications for EMPG funded personnel listed on the Division **Form 4** –will be provided by the FDEM Training and Exercise (T&E) Unit to the FDEM Grant Management Staff.

Reporting Requirements

Quarter 1	Quarter 2	Quarter 3	Quarter 4
Deliverables Due	Deliverables Due	Deliverables Due	Deliverables Due

NOTE: Additional course completion documentation is required only if new personnel are listed on the Staffing Detail Form.

C. VALIDATING CAPABILITIES THROUGH EXERCISE

Exercises play a vital role in preparedness by testing capabilities, familiarizing emergency management personnel with role and responsibilities, fostering meaningful interaction and communicating across organizations. Exercises bring together and strengthen the whole community in its efforts to prevent, protect against, mitigate, respond to, and recover from all hazards.

To demonstrate successful completion of task 3C for Quarter 2-4, Sub-Recipients shall have a representative participate in a minimum of three (3) exercises during the agreement period. All EMPG funded personnel are encouraged to participate in a minimum of three (3) exercises during the agreement period. submit the following item to the Division's Salesforce system:

DELIVERABLES

- Sub-Recipient must provide sign-in sheets for exercise in which EMPG funded personnel participated.

Reporting Requirements

Quarter 1	Quarter 2	Quarter 3	Quarter 4
Deliverable Accepted	Deliverables Due	Deliverables Due	Deliverables Due (Not required if completed in Q 1-3)

Supporting Documentation: Submission of sign-in sheets for exercises in which EMPG funded personnel, participated.

FY 2022 - 2023 EMPG AGREEMENT

ATTACHMENT A (1)

ALLOWABLE COSTS AND ELIGIBLE ACTIVITIES – BUDGET DIRECTIONS

I. CATEGORIES AND ELIGIBLE ACTIVITIES

The 2021 EMPG Funding Guidance allowable costs are divided into the following categories: **Planning, Organization, Equipment, Training, Exercise, and Management and Administration.**

A. PLANNING

Planning spans all five National Preparedness Goal (the Goal) mission areas and provides a baseline for determining potential threats and hazards, required capabilities, required resources, and establishes a framework for roles and responsibilities. Planning provides a methodical way to engage the whole community in the development of a strategic, operational, and/or community-based approach to preparedness.

Plans should have prior review and approval from the respective DEM state program. Funds may not be reimbursed for any plans that are not approved.

EMPG Program funds may be used to develop or enhance emergency management planning activities. Some examples include, but not limited to:

- Emergency Operation Plans/ Local Comprehensive Emergency Management Planning
- Communications Plans
- Administrative Plans
- Whole Community Engagement/Planning
- Resource Management Planning
- Sheltering and Evacuation Planning
- Recovery Planning
- Continuity Plans

Planning Costs Supporting Documentation:

- Copies of completed plan, contracts, Memorandum of Understanding or agreements with consultants or sub-contractors providing services and documenting hours worked and proof employee was paid (paystubs, earning statements, payroll expenditure reports).
- Copies of invoices, receipts and cancelled checks, credit card statements, bank statements for proof of payment.

B. ORGANIZATION

EMPG Program funds may be used for all-hazards emergency management operations, staffing, and other day-to-day activities in support of emergency management. Personnel costs, including salary, overtime and backfill, compensatory time off, and associated fringe benefits are allowable costs with EMPG Program funds. These costs must comply with 2 C.F.R. Part 200, Subpart E – Cost Principles.

Eligible “**Organization Cost**” items include, but are not limited to:

- Salaries and Fringe Benefits
 - Copies of certified timesheets with employee and supervisor signature documenting hours worked or Division Form 6 - Time and Effort and proof employee was paid (paystubs, earning statements, and payroll expenditure reports).
 - Position descriptions for funded EMPG personnel and any position being used as match;
- Utilities (electric, water and sewage)
- Service/Maintenance agreements (provide vendor debarment and service agreement for contractual services)
- Office Supplies/Materials

- IT Software Upgrades
- Memberships
- Publications
- Postage
- Storage
- **Other Personnel/Contractual Services**
 - Reimbursement for services by a person(s) who is not a regular or full-time employee filling established positions. This includes but is not limited to temporary employees, student or graduate assistants, fellowships, part time academic employment, board members, consultants, and other services.
 - Consultant Services require a pre-approved Contract or purchase order by the Division. Copies of additional quotes should also be supplied when requesting pre-approval. These requests should be sent to the grant manager for the Division for review.
- **Maintenance and Enhancement**
 - Major repairs to the County Emergency Operations Center (Need prior EHP approval)
 - Central Heat/Air (Need prior EHP approval)
 - Out buildings for storage of Emergency Management Equipment (Need prior EHP approval)
 - Security Improvements (i.e., Cameras and equipment to operate)
 - Generators and Installation (Need prior EHP approval)

Maintenance and Sustainment:

The use of FEMA preparedness grant funds for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are allowable under all active grant awards, unless otherwise noted.

EMPG Program grant funds are intended to support the Goal and fund activities and projects that build and sustain the capabilities necessary to prevent, protect against, mitigate the effects of, respond to, and recover from those threats that pose the greatest risk to the security of the Nation. In order to provide Sub-Recipients the ability to meet this objective, the policy set forth in GPD's IB 379 (Guidance to State Administrative Agencies to Expedite the Expenditure of Certain DHS/FEMA Grant Funding) allows for the expansion of eligible maintenance and sustainment costs, which must be in: (1) direct support of existing capabilities; (2) must be an otherwise allowable expenditure under the applicable grant program; (3) be tied to one of the core capabilities in the five mission areas contained within the Goal, and (4) shareable through the EMAC. Additionally, eligible costs may also be in support of equipment, training, and critical resources that have previously been purchased with either federal grant funding or any other source of funding other than DHS/FEMA preparedness grant program dollars. Additional guidance is provided in FEMA Policy FP 205-402-125-1, Maintenance Contracts and Warranty Coverage Funded by Preparedness Grants, located at: <http://www.fema.gov/media-library/assets/documents/32474>.

Organization Costs Supporting Documentation

If the recipient seeks reimbursement for operational activities, then the following shall be submitted:

- For salaries, provide copies of certified timesheets with employee and supervisor signature documenting hours worked or Division Form 6 - Time and Effort and proof employee was paid (paystubs, earning statements, payroll expenditure reports).
- Expense items need to have copies of invoices, receipts and cancelled checks, credit card statements, bank statements for proof of payment. All documentation for reimbursement amounts must be clearly visible and defined (i.e., highlighted, underlined, circled on the required supporting documentation).

The Quarterly Tasks (**Form 1B**) is due every quarter with the quarterly financial report. This is to identify emergency management personnel, all EMPG funded employees and the completion of the required tasks and deliverables as outlined in the scope of work during the agreement period.

C. EQUIPMENT

Allowable equipment categories for the EMPG Program are listed on the web-based version of the Authorized Equipment List (AEL) at <https://www.fema.gov/authorized-equipment-list>. Unless otherwise stated, equipment must meet all mandatory regulatory and/or FEMA-adopted standards to be eligible for purchase using these funds. In addition, agencies will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

Allowable equipment includes equipment from the following AEL categories:

- Personal Protective Equipment (PPE) (Category 1)
- Information Technology (Category 4)
- Cybersecurity Enhancement Equipment (Category 5)
- Interoperable Communications Equipment (Category 6)
- Detection Equipment (Category 7)
- Power Equipment (Category 10)
- Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) Reference Materials (Category 11)
- CBRNE Incident Response Vehicles (Category 12)
- Physical Security Enhancement Equipment (Category 14)
- CBRNE Logistical Support Equipment (Category 19)
- Other Authorized Equipment (Category 21)

In addition to the above, general-purpose vehicles can be procured in order to carry out the responsibilities of the EMPG Program. If Sub-Recipients have questions concerning the eligibility of equipment not specifically addressed in the AEL, they should contact their Grant Manager for clarification.

Sub-Recipients should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Large equipment purchases must be identified and explained. For more information regarding property management standards for equipment, please reference 2 C.F.R. Part 200, including 2 C.F.R. §§ 200.310, 200.313, and 200.316.

Requirements for Small Unmanned Aircraft System

All requests to purchase Small Unmanned Aircraft System (SUAS) must comply with Information Bulletin (IB) 426 and must include the policies and procedures in place to safeguard individuals' privacy, civil rights, and civil liberties in the jurisdiction that will purchase, take title to, or otherwise use the SUAS equipment.

Funding for Critical Emergency Supplies

Critical emergency supplies—such as shelf stable products, water, and basic medical supplies—are an allowable expense under EMPG. DHS/FEMA must approve a state's five-year viable inventory management plan prior to allocating grant funds for stockpiling purposes. The five-year plan should include a distribution strategy and related sustainment costs if the grant expenditure is over \$100,000.

Equipment Acquisition Costs Supporting Documentation

- Provide copies of invoices, receipts and cancelled checks, credit card statements, bank statements for proof of payment.
- Provide the Authorized Equipment List (AEL) # for each equipment purchase.

Unauthorized Equipment - Related Costs

- Unallowable Equipment: Grant funds must comply with IB 426 and may not be used for the purchase of the following equipment: firearms, ammunition, grenade launchers, bayonets, or weaponized aircraft, vessels, or vehicles of any kind with weapons installed.
- Expenditures for weapons systems and ammunition.

As defined in section 200.310 Insurance Coverage: The non-Federal entity must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award.

D. TRAINING

EMPG Training funds may be used for a range of emergency management-related training activities to enhance the capabilities of local emergency management personnel through the establishment, support, conduct, and attendance of training. Training activities should align to a current IPP developed through an annual Integrated Preparedness Program Workshop (IPPW). Training should foster the development of a community-oriented approach to emergency management that emphasizes engagement at the community level, strengthens best practices, and provides a path toward building sustainable resilience.

All EMPG-funded personnel are expected to be trained emergency managers. In addition to training activities aligned to and addressed in the IPP, all EMPG -funded personnel (including full- and part-time state, local, tribal, and territorial (SLTT) recipients and Sub-Recipients) shall complete the following training requirements and record proof of completion:

(1) NIMS Training, Independent Study (IS)-100 (any version), IS-200 (any version), IS-700 (any version), and IS-800 (any version) AND;

(2) Professional Development Series (PDS) OR the Emergency Management Professionals Program (EMPP) Basic Academy listed in the chart below.

Professional Development Series or Basic Academy		
PDS Professional Development Series	OR	Basic Academy Basic Academy Pre-requisites and Courses
IS-120.a An Introduction to Exercises		IS-100 (any version) Introduction to the Incident Command System
IS-230.d Fundamentals of Emergency Management		IS-700 (any version) National Incident Management System (NIMS)-An Introduction
IS-235.b Emergency Planning		IS-800 (any version) National Response Framework, An Introduction
IS-240.b Leadership and Influence		IS-230.d Fundamentals of Emergency Management
IS-241.b Decision Making and Problem Solving		E/L101 Foundations of Emergency Management
IS-242.b Effective Communication		E/L102 Science of Disasters
IS-244.b Developing and Managing Volunteers		E/L103 Planning Emergency Operations
		L-146 HEEP
		E/L105 Public Information & Warning

Additional types of training or training related activities include, but are not limited to, the following:

- Developing/enhancing systems to monitor training programs
- Conducting all hazards emergency management training
- Attending Emergency Management Institute (EMI) training or delivering EMI train-the-trainer courses
- Attending other FEMA-approved emergency management training
- State-approved, locally sponsored CERT training
- Mass evacuation training at local, state, and tribal levels

For training, the number of participants must be a minimum of 15 in order to justify the cost of holding a course. For questions regarding adequate number of participants, please contact the Division State Training Officer for course specific guidance. Unless the recipient receives advance written approval from the State Training Officer for the number of participants, then the Division must reduce the amount authorized for reimbursement on a pro-rata basis for any training with less than 15 participants.

When conducting an exercise that shall include meals for the attendees, the recipient shall submit a request for approval to the Division no later than 25 days prior to the event to allow for both the Division

and the Department of Financial Services to review. The request for meals must be submitted on letterhead and must include the date of exercise, agenda, number of attendees, and costs of meals.

Allowable training-related costs include the following:

- **Develop, Deliver, and Evaluate Training.** This includes costs related to administering the training: planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment. Training should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any training or training gaps, including those for children and individuals with disabilities or access and functional needs, should be identified in the Integrated Preparedness Program (IPP) and addressed in the training cycle. States are encouraged to use existing training rather than developing new courses. When developing new courses states are encouraged to apply the Analyze, Design, Develop, Implement and Evaluate (ADDIE) model for instruction design.
- **Overtime and Backfill.** The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of attendance at FEMA and/or approved training courses and programs are allowable. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or FEMA, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- **Travel.** Travel costs (e.g., airfare, mileage, per diem, and hotel) are allowable as expenses by employees who are on travel status for official business related to approved training.
- **Hiring of Full or Part-Time Staff or Contractors/Consultants.** Full or part-time staff or contractors/consultants may be hired to support direct training-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or unit(s) of local government and have the approval of the state or FEMA, whichever is applicable.
- **Certification/Recertification of Instructors.** Costs associated with the certification and re-certification of instructors are allowed. States are encouraged to follow the FEMA Instructor Quality Assurance Program to ensure a minimum level of competency and corresponding levels of evaluation of student learning. This is particularly important for those courses which involve training of trainers.

Conferences

The Division recognizes the important role that conferences can play in the professional development of emergency managers.

2 C.F.R. §200.432 defines the term conference as "a meeting, retreat, seminar, symposium, workshop or event whose primary purpose is the dissemination of technical information beyond the non-Federal entity and is necessary and reasonable for successful performance under the Federal award."

Rule 69I-42.002(3), Florida Administrative Code, defines the term conference as:

The coming together of persons with a common interest or interests for the purpose of deliberation, interchange of views, or for the removal of differences or disputes and for discussion of their common problems and interests. The term also includes similar meetings such as seminars and workshops which are large formal group meetings that are programmed and supervised to accomplish intensive research, study, discussion, and work in some specific field or on a governmental problem or problems. A conference does not mean the coming together of agency or interagency personnel.

For travel to a conference or convention to qualify for reimbursement, the cost must be reasonable and attendance at the conference must be necessary for the successful completion of a task required by this Agreement.

Provided the cost qualifies as reasonable and necessary for the successful completion of a task required by this Agreement, travel to a conference that complies with the requirements of Rule 69I-42.004, Florida Administrative Code, satisfies the minimum level of service for conference travel under this Agreement.

In pertinent part, Rule 69I-42.004(1), Florida Administrative Code, states "No public funds shall be expended for attendance at conferences or conventions unless:

- The main purpose of the conference or convention is in connection with the official business of the state and directly related to the performance of the statutory duties and responsibilities of the agency participating.
- The activity provides a direct educational or other benefit supporting the work and public purpose of the person attending;
- The duties and responsibilities of the traveler attending such meetings are compatible with the objectives of the conference or convention; and
- The request for payment of travel expenses is otherwise in compliance with these rules.

Provided the cost qualifies as reasonable and necessary for the successful completion of a task required by this Agreement, and provided any related travel complies with the requirements of Rule 69I-42.004, Florida Administrative Code, conferences may qualify for reimbursement under this Agreement:

Requests for reimbursement for payment of the registration fee or for a conference or convention must include:

- A statement explaining how the expense directly relates to the Recipient's successful performance of a task outlined in this Agreement.
- A copy of those pages of the agenda that itemizes the registration fee;
- A copy of local travel policy; and,
- A copy of the travel voucher or a statement that no travel costs were incurred, if applicable.

When a meal is included in a registration fee, the meal allowance must be deducted from the reimbursement claim, even if the traveler decides for personal reasons not to eat the meal. See section 112.061(6)(c), Florida Statutes ("No one, whether traveling out of or in state, shall be reimbursed for any meal or lodging included in a convention or conference registration fee paid by the state"). A continental breakfast is considered a meal and must be deducted if included in a registration fee for a convention or conference. However, in the case where a meal is provided by a hotel or airline, the traveler shall be allowed to claim the meal allowance provided by law.

Class A, Class B, and Class C Travel:

- Class A travel is continuous travel of 24 hours or more away from official headquarters. The travel day for Class A is based on a calendar day (midnight to midnight).
- Class B travel is continuous travel of less than 24 hours which involves overnight absence away from official headquarters. The travel day for Class B travel begins at the same time as the travel period.
- Class C travel is short or day trips in which the traveler is not away from his/her official headquarters overnight. Class C allowances are currently not authorized for reimbursement.

Meal Allowance and Per Diem:
Section 112.061(6)(b), Florida Statutes, establishes the meal allowance for each meal during a travel period as follows:
\$6 for breakfast (when travel begins before 6 a.m. and extends beyond 8 a.m.);
\$11 for lunch (when travel begins before 12 noon and extends beyond 2 p.m.);
\$19 for dinner (When travel begins before 6 p.m. and extends beyond 8 p.m. or when travel occurs during nighttime hours due to special assignment.).
Section 112.061(a), Florida Statutes, establishes the per diem amounts.

All travelers are allowed: The authorized per diem for each day of travel; or, If actual expenses exceed the allowable per diem, the amount allowed for meals as provided in s. 112.061(6) (b), F.S., plus actual expenses for lodging at a single occupancy rate.

Per diem shall be calculated using four six-hour periods (quarters) beginning at midnight for Class A or when travel begins for Class B travel. Travelers may only switch from actual to per diem while on Class A travel on a midnight-to-midnight basis. A traveler on Class A or B travel who elects to be reimbursed on a per diem basis is allowed \$20.00 for each quarter from the time of departure until the time of return.

Reimbursement for Meal Allowances That Exceed the State Rates

The Division shall not reimburse for any meal allowance that exceeds \$6 for breakfast, \$11 for lunch, or \$19 for dinner unless:

- For counties – the requirements of section 112.061(14), Florida Statutes, are satisfied.
- The costs do not exceed charges normally allowed by the Recipient in its regular operations as the result of the Recipient's written travel policy (in other words, the reimbursement rates apply uniformly to all travel by the Recipient); and,
- The costs do not exceed the reimbursement rates established by the United States General Services Administration ("GSA") for that locale (see <https://www.gsa.gov/portal/content/104877>).

Hotel Accommodations

- A traveler may not claim per diem or lodging reimbursement for overnight travel within 50 miles (one-way) of his or her headquarters or residence unless the circumstances necessitating the overnight stay are fully explained by the traveler and approved by the Division.
- Absent prior approval from the Division, the cost of any hotel accommodation shall not exceed \$150 per night.

Training Costs Supporting Documentation

- Copies of contracts or agreements with consultants providing services;
- Copies of invoices, receipts and cancelled checks, credit card statements and bank statements for proof of payment.
- Copies of the agenda, certificates and/or sign in sheets (if using prepopulated sign in sheets they must be certified by the Emergency Management Director or Lead Instructor verifying attendance).

For travel and conferences related to EMPG activities:

- Copies of all receipts must be submitted (i.e., airfare, proof of mileage, toll receipts, hotel receipts, car rental receipts, etc.) Receipts must be itemized and match the dates of travel/conference.
- Copies of Conferences must be providing an agenda. Proof of payment is also required for all travel and conferences. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that: The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and participation of the individual in the travel is necessary to the Federal award.

E. EXERCISES

Exercises conducted with grant funds should test and evaluate performance towards meeting capability targets established in a jurisdiction's THIRA for the core capabilities needed to address its greatest risks. Exercise priorities should align to a current Integrated Preparedness Program (IPP) developed through an annual Integrated Preparedness Program Workshop (IPPW).

Allowable Exercise-Related Costs

- **Design, Develop, Conduct and Evaluate an Exercise.** This includes costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel, and

documentation. Sub-Recipients are encouraged to use free public space/locations/facilities, whenever available, prior to the rental of space/locations/facilities. Exercises should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Gaps identified during an exercise including those for children and individuals with disabilities or access and functional needs, should be identified in the AAR/IP and addressed in the exercise cycle.

- **Hiring of Full or Part-Time Staff or Contractors/Consultants.** Full or part-time staff may be hired to support direct exercise activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or unit(s) of local government and have the approval of the state or FEMA, whichever is applicable. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of exercises.
- **Overtime and Backfill.** The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of time spent on the design, development and conduct of exercises are allowable expenses. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or FEMA, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- **Travel.** Travel costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise activities.
- **Supplies.** Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise activities (e.g., gloves, non-sterile masks, and disposable protective equipment).
- **Other Items.** These costs are limited to items consumed in direct support of exercise activities such as the rental of space/locations for planning and conducting an exercise, rental of equipment, and the procurement of other essential nondurable goods. Sub-Recipients are encouraged to use free public space/locations, whenever available, prior to the rental of space/locations. Costs associated with inclusive practices and the provision of reasonable accommodations and modifications that facilitate full access for children and adults with disabilities are allowable.

When conducting an exercise that shall include meals for the attendees, the Sub-recipient shall submit a request for approval to the Division no later than twenty-five (25) days prior to the event to allow for both the Division and the Department of Financial Services to review. The request for meals must be submitted on letterhead and must include the date of exercise, agenda, number of attendees, and costs of meals.

Unauthorized Exercise - Related Costs

- Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles) and emergency response apparatus (e.g., fire trucks, ambulances). The only vehicle costs that are reimbursable are fuel/gasoline or mileage;
- Equipment that is purchased for permanent installation and/or use, beyond the scope of exercise conduct (e.g., electronic messaging signs);
- Durable and non-durable goods purchased for installation and/or use beyond the scope of exercise conduct.

Exercise Costs Supporting Documentation

- Copies of contracts, MOUs or agreements with consultants or sub-contractors providing services.
- Copies of invoices, receipts and cancelled checks, credit card statements and bank statements for proof of payment;
- Copies of Exercise Plan (EXPLAN), After-Action Report/Improvement Plan (AAR/IP) and sign in sheets for conducted exercises (if using prepopulated sign in sheets they must be certified by the Emergency Management Director or Lead Exercise Planner verifying attendance).

F. MANAGEMENT AND ADMINSTRATIVE (M&A)

M&A activities are those defined as directly relating to the management and administration of EMPG Program funds, such as financial management and monitoring. It should be noted that salaries of state and local emergency managers are not typically categorized as M&A, unless the state or local EMA chooses to assign personnel to specific M&A activities.

Management and Administrative Costs Supporting Documentation

- Copies of certified timesheets with employee and supervisor signature documenting hours worked or Division Form 6 - Time and Effort and proof employee was paid (paystubs, earning statements, and payroll expenditure reports);
- Costs for M&A activities are allowed up to 5% of the total award amount.

II. OTHER CRITICAL INFORMATION

A. INDIRECT COSTS

Indirect cost is allowable under this program as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414. Sub-Recipients with a negotiated cost rate agreement that desire to charge indirect costs to an award must provide a fully executed copy of their negotiated indirect cost rate agreement at the time of application. Sub-Recipients that are not required by 2 C.F.R. Part 200 to have a negotiated indirect cost rate agreement but are required by 2 C.F.R. Part 200 to develop an indirect cost rate proposal must provide a copy of their proposal at time of application. Post-award requests to charge indirect cost will be considered on case-by-case basis and based upon the submission of an agreement or proposal.

B. ENVIRONMENTAL PLANNING AND HISTORIC PRESRVATION (EHP) COMPLIANCE

As a federal agency, FEMA is required to consider the effects of its actions on the environment and/or historic properties to ensure that all activities and programs funded by the agency, including grants-funded projects, comply with federal EHP regulations, laws and Executive Orders as applicable. Sub-Recipient's proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the FEMA EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, FEMA also is required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed and approved before funds are released to carry out the proposed project. FEMA will not fund projects that are initiated without the required EHP review.

Additionally, all Sub-Recipients are required to comply with DHS/FEMA EHP Policy Guidance, FEMA Policy #108-023-1. The EHP screening form is located <https://www.fema.gov/media-library/assets/documents/90195>, and further EHP guidance can be found at <https://www.fema.gov/media-library/assets/documents/118323>.

C. CONSTRUCTION AND RENOVATION

Construction and renovation projects for a state, local, territorial, or Tribal government's principal Emergency Operations Center (EOC) as defined by the State Administrative Agency are allowable under the EMPG Program.

Written approval must be provided by FEMA prior to the use of any EMPG Program funds for construction or renovation. Requests for EMPG Program funds for construction of an EOC must be accompanied by an EOC Investment Justification (located in the Related Documents tab of the EMPG grants.gov posting) to their Regional EMPG Manager for review. Additionally, recipients are required to submit a SF-424C Form and Budget detail citing the project costs.

When applying for funds to construct communication towers Sub-Recipients must submit evidence that the Federal Communication Commission's (FCC) Section 106 review process has been completed and submit all documentation resulting from that review to Grants Program Directorate (GPD) prior to submitting materials for EHP review. Sub-Recipients are also encouraged to have completed as many steps as possible for a successful EHP review in support of their proposal for funding (e.g., coordination with their State Historic Preservation Office to identify potential historic preservation issues and to discuss the potential for project effects, compliance with all state and EHP laws and requirements). Projects for which the Sub-Recipient believes an Environmental Assessment (EA) may be needed, as defined in as defined in DHS Instruction Manual 023-01-001-01, Revision 01, FEMA Directive 108-1 and FEMA Instruction 108-1-1, must also be identified to the FEMA EMPG Regional Program Manager within six months of the award, and completed EHP review materials must be submitted no later than 12 months before the end of the period of performance. EHP review packets should be sent to gpdehpinfo@fema.gov.

EMPG Program Sub-Recipients using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. §§ 3141 *et seq.*). Grant Sub-Recipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the *Davis-Bacon Act*, including Department of Labor (DOL) wage determinations, is available from the following website: <https://www.dol.gov/whd/govcontracts/dbra.htm>

In general, Sub-Recipients should consult with their Grant Manager prior to making any investment that does not clearly meet the allowable expense criteria established in this Guidance.

D. PROCUREMENT

All Procurement transactions will be conducted in a manner providing full and open competition and shall comply with the standards articulated in:

- 2 C.F.R. Part 200;
- Chapter 287, Florida Statutes; and,
- Any local procurement policy.

Per 2 CFR §§ 200.318 through 200.326, Sub-Recipients are required to adhere to certain procurement standards for entering contracts for personnel or services. This includes full and open competition, methods of procurement to follow, federal or passthrough entity review, and including federal provisions into contracts.

E. FINANCIAL CONSEQUENCES

If a recipient fails to comply with the terms and conditions of the State award, the Division may terminate the award in whole or part. If the noncompliance can be corrected, the Division may first attempt to direct the recipient to correct the noncompliance. This may take the form of a Compliance Notification. If the noncompliance cannot be correct or the recipient is nonresponsive, one or more of the following steps may be taken:

- (1) Temporarily withhold payments pending correction of the deficiency by the recipient.
- (2) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- (3) Wholly or partly suspend or terminate the award.
- (4) Take other remedies that may be legally available.

**FY 2022 - 2023 EMPG AGREEMENT
ATTACHMENT A (2)
PROPOSED PROGRAM BUDGET DETAIL WORKSHEET**

Funding from the Emergency Management Performance Grant (EMPG”) is intended for use by the Sub-Recipient to perform eligible activities as identified in the Fiscal Year 2020 Notice of Funding Opportunity (NOFO) and must be consistent with 2 C.F.R. Part 200 and Chapter 252, Florida Statutes.

The “Proposed Program Budget Detail Worksheet” serves as a guide for both the Sub-Recipient and the Division during the performance of the tasks outlined in the Scope of Work (Attachment A).

Prior to execution of this Agreement, the Sub-Recipient shall complete the “Proposed Program Budget Detail Worksheet” listed below. If the Sub-Recipient fails to complete the “Proposed Program Budget Detail Worksheet”, then the Division shall not execute this Agreement.

After execution of this Agreement, the Sub-Recipient may change the allocation amounts in the “Proposed Program Budget Detail Worksheet.” If the Sub-Recipient changes the “Proposed Program Budget Detail Worksheet”, then the Sub-Recipient’s quarterly report must include an updated “Proposed Program Budget Detail Worksheet” to reflect current expenditures.

BUDGET SUMMARY AND EXPENDITURES

SUB-RECIPIENT: HIGHLANDS COUNTY

AGREEMENT: G0384

1. PLANNING	\$
2. ORGANIZATION	\$ 58,752.00
3. EQUIPMENT	\$
4. TRAINING	\$
5. EXERCISE	\$
6. MANAGEMENT AND ADMINISTRATION	\$
7. TOTAL AWARD	\$58,752.00

FY 2021-2022 PROPOSED PROGRAM BUDGET DETAIL WORKSHEET - ELIGIBLE ACTIVITIES (Not limited to activities below)			
Allowable Planning Costs	Quantity	Unit Cost	Total Cost
Emergency Operations Plan			
Salaries and Fringe Benefits			
Supplies			
Travel/per diem related to planning activities			
TOTAL PLANNING EXPENDITURES			\$
Allowable Organization Costs	Quantity	Unit Cost	Total Cost
Salaries and Fringe Benefits	2	\$29,376.00	\$58,752.00
Utilities (electric, water and sewage)			

Service/Maintenance agreements			
Supplies/Materials			
Memberships			
Publications			
Postage			
Storage			
TOTAL ORGANIZATION EXPENDITURES			\$
Allowable Equipment Acquisition Costs	Quantity	Unit Cost	Total Cost
Personal protective equipment			
Information technology			
Cybersecurity enhancement equipment			
Interoperable communications equipment			
Detection Equipment			
Power equipment			
CBRNE Reference Materials			
CBRNE Incident Response Vehicles			
Physical Security Enhancement Equipment			
Logistics			
Other authorized equipment costs			
21GN-00-OCEQ - EOC Equipment & Supplies (provide description of EOC equipment & supplies)			
TOTAL EQUIPMENT EXPENDITURES			\$
Allowable Training Costs	Quantity	Unit Cost	Total Cost
Salaries and Fringe Benefits			
Develop, Deliver Training			
Workshops and Conferences			
Certification/Recertification of Instructors			

Travel			
Supplies			
Overtime and Backfill			
TOTAL TRAINING EXPENDITURES			\$
Allowable Exercise Costs	Quantity	Unit Cost	Total Cost
Salaries and Fringe Benefits			
Design, Develop, Conduct and Evaluate an Exercise in accordance with HSEEP standards			
Exercise Planning Workshop			
Travel			
Supplies			
Overtime and Backfill			
TOTAL EXERCISE EXPENDITURES			
Allowable Management and Administration Costs (Up to 5% of total award)	Quantity	Unit Cost	Total Cost
Salaries and Fringe Benefits			
TOTAL MANAGEMENT AND ADMINISTRATION EXPENDITURES			
TOTAL EXPENDITURES			\$58,752.00

REVISION DATE: _____

**FY 2022 - 2022 EMPG AGREEMENT
ATTACHMENT A (3) – QUARTERLY REPORTS**

Sub-Recipients must provide the Division with quarterly financial reports and a final close-out report.

- Quarterly financial reports are due to the Division no later than 30 days after the end of each quarter of the program year and must continue to be submitted each quarter until submission of the final close-out report. The ending dates for each quarter of this program year are December 31, March 31, June 30 and September 30.

Reporting Period	Report due to Division no later than
October 1 through December 31	January 30
January 1 through March 31	April 30
April 1 through June 30	July 30
July 1 through September 30	October 30

- A. The Quarterly Tasks Form 1B is due with your quarterly financial report each quarter. This form identifies all Emergency Management personnel's required training completed (or working towards completion) as well as quarterly deliverables during the agreement period. The necessary reporting forms are found in Attachment H, Reporting Forms.
- B. The Quarterly Match Form (Form 3A) is due each quarter for Sub-Recipients to identify funds being used to match the federal obligation. If the federal obligation exceeds EMPA or using local funds supporting documentation is required. The Sub-Recipient must identify the non-federal match on Form 3A and provide supporting documentation if applicable (i.e. invoices, cancelled checks, earning statements, payroll expense reports, credit card statements, bank statements, etc.). Cost-matching requirements must be in accordance with 2 C.F.R. 200.306. To meet matching requirements, the Sub-Recipient contributions must be verifiable, reasonable, allowable, allocable, and necessary under the grant program and must comply with all Federal requirements and regulations.
- C. The final Close Out report is due sixty (60) days after termination of this Agreement. Federal funds provided under this agreement shall be matched by the Sub-Recipient dollar for dollar from non-federal funds. If the funds are being matched with EMPA and are less than the expended EMPA, no additional back-up/supporting documentation is needed. However, if your EMPG funds exceed EMPA, or if you are not using EMPA for match, the appropriate back-up/supporting documentation needs to be provided (i.e. invoices, canceled checks, earning statements, payroll expense reports, credit card statements, bank statements).
- D. An administrative closeout may be conducted when a recipient is not responsive to the Division's reasonable efforts to collect required reports, forms, or other documentation needed to complete the standard award and/or closeout process. FDEM will make three written attempts to collect required information before initiating an administrative closeout. If an award is administratively closed, FDEM may decide to impose remedies for noncompliance per 2 C.F.R. § 200.338, consider this information in reviewing future award applications, or apply special conditions to existing or future awards.

**FY 2022 - 2023 EMPG AGREEMENT
ATTACHMENT B
JUSTIFICATION OF ADVANCE PAYMENT**

SUB-RECIPIENT:

If you are requesting an advance, indicate same by checking the box below.

☐ ADVANCE REQUESTED Advance payment of \$_____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line-item justification below.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (List applicable line items)	Fiscal Year 2022 Anticipated Expenditures for First Three Months of Contract
<u>For example</u> ADMINISTRATIVE COSTS:	
<u>For example</u> PROGRAM EXPENSES:	
TOTAL EXPENSES:	

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include but is not limited to the following: quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance)

****REQUESTS FOR ADVANCE PAYMENTS WILL BE CONSIDERED ON A CASE-BY-CASE BASIS****

Signature of Sub-Recipient/Subcontractor's Authorized Official

Date: _____

Name and Title of Sub-Recipient/Subcontractor's Authorized Official

**FY 2022 – 2023 EMPG AGREEMENT
ATTACHMENT C
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY
EXCLUSION**

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Subcontractor Covered Transactions

- (1) The prospective subcontractor of the Sub-Recipient, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Sub-Recipient 's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

By: _____
Signature

Sub-Recipient 's Name

Name and Title

Division Contract Number

Street Address

Project Number

City, State, Zip

Date

**FY 2022 - 2023 EMPG AGREEMENT
ATTACHMENT D
WARRANTIES AND REPRESENTATIONS**

Financial Management

Sub-Recipient 's financial management system must include the following:

- (1) Accurate, current, and complete disclosure of the financial results of this project or program.
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income, and interest.
- (3) Effective control over and accountability for all funds, property, and other assets. Sub-Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request for Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

Competition

- (1) All procurement transactions shall be done in a manner to provide open and free competition.
- (2) Sub-Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements.
- (3) Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Sub-Recipient, considering the price, quality, and other factors.
- (4) Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill for the bid or offer to be evaluated by the Sub-Recipient. All bids or offers may be rejected when it is in the Sub-Recipient 's interest to do so.

Codes of Conduct.

Sub-Recipient warrants the following:

- (1) The Sub-Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts.
- (2) No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award.
- (3) The officers, employees, and agents of the Sub-Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.
- (4) The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from (Monday) through (Friday), and from (times) (_____) to (_____), except for designated holidays.

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all the particular work for which they are hired by the Sub-Recipient.

**FY 2022 - 2023 EMPG AGREEMENT
ATTACHMENT E
STATEMENT OF ASSURANCES**

The Sub-Recipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including 2 C.F.R. Part 200; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 2 C.F.R. Part 200, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also, the Applicant assures and certifies that:

1. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
2. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants (5 USC § 1501, et seq.).
3. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.
4. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
5. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
6. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
7. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
8. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
9. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (54 USC § 300101, formerly cited as 16 USC § 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC § 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of Investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R. § 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

10. It will comply, and assure the compliance of all its Sub-Recipients and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.

11. It will comply with the provisions of 28 C.F.R. applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

12. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 34 U.S.C. § 10227 (formerly cited as 42 USC § 3789(d)), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 C.F.R. Part 35 and Part 39.

13. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a Sub-Recipient of funds, the Sub-Recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

14. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.

15. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 U.S.C. § 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

16. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) As required by the Drug-Free Workplace Act of 1988, and implemented at 41 U.S.C. § 8103.28 CFR Part 67, Subpart F, for grantees, as defined at 28 C.F.R. Part 67 Sections 67.615 and 67.620.

**FY 2022 - 2023 EMPG AGREEMENT
ATTACHMENT F
MANDATORY CONTRACT PROVISIONS**

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:¹

**Appendix II to Part 200—Contract Provisions for Non-Federal Entity
Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a

¹ For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or Sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or Sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.323 Procurement of recovered materials.

(K) See §200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See §200.322 Domestic preferences for procurements
(Appendix II to Part 200, Revised Eff. 11/12/2020).

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is *available* at https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf.

Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II.

**FY 2022 - 2023 EMPG AGREEMENT
ATTACHMENT G
CERTIFICATION REGARDING LOBBYING**

Check the appropriate box:

- ☐ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed \$100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- ☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than \$100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Sub-Recipient or subcontractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Sub-Recipient/subcontractor's Authorized Official

Name and Title of Sub-Recipient/subcontractor's Authorized Official

Date

**FY 2022 - 2023 EMPG AGREEMENT
ATTACHMENT H
REPORTING FORMS**

FLORIDA DIVISION OF EMERGENCY MANAGEMENT EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM - BASE GRANT 2022-2023 EMPG REPORTING FORMS									
2022-2023 QUARTERLY REPORTING FORMS									
QUARTERLY REPORTS INCLUDE: DIVISION Form 1A - Quarterly Financial Report, DIVISION Form 1B - Quarterly Tasks, DIVISION Forms 2A & 2B Detail of Claims, DIVISION Form 3A-Quarterly Match, DIVISION Form 4-Staffing Detail and DIVISION Form 5- Closeout Report.									
1. These forms are to be submitted to the Division each quarter. 2. Complete Division Form 1A - Quarterly Financial Report by entering all information needed to support the claim for reimbursement, sign and date. Include a descriptive narrative outlining quarterly progress, events, delays in the section provided. 3. Complete Division Form 1B - Quarterly Tasks to support that deliverables and tasks are being completed as required throughout the period of performance, sign and date. 4. The Division Form 2A - Detail of Claims & Division Form 2B - Detail of Claims (Salaries & Fringe) forms <u>must</u> accompany the Division Form 1A - Quarterly Financial Report each quarter. 5. The Division Form 1A - Quarterly Financial Report form must be signed by the grant manager or someone with equal authority. 6. Deliverables and Claims for reimbursement may be submitted via Salesforce or by email to the appropriate Division Grant Manager according to applicable region.									
FLORIDA DIVISION OF EMERGENCY MANAGEMENT 2555 SHUMARD OAK BOULEVARD TALLAHASSEE, FLORIDA 32399-2100 Attn: (Division Grant Manager)									
Division Form 3A - Quarterly Match: 1. The Division Form 3A - Quarter Match Form shall be submitted to the Division each quarter to identify non-federal match amount. The Sub-Recipient must provide supporting documentation of matching funds (i.e. invoices, cancelled checks, credit card statements, earning statements, paystubs, etc.), if using funds other than EMPA expenditures claimed for reimbursement. Cost-matching requirements shall be in accordance with 2 C.F.R. part 200.306. Match contributions must be verifiable, reasonable, allowable, allocable, and necessary under the grant program and must comply with applicable Federal requirements and regulations.									
Division Form 4 - Staffing Detail: 1. List EMPG funded Emergency Management Agency staff. Provide a total anticipated annual amount of Salaries and Benefits to be paid for each position. This form is due with Quarter 1 submission or no later than January 30, 2023, whichever occurs first. Please provide the Division updates to this form as necessary. 2. Along with the Division Form 4 - Staffing Detail, please provide position descriptions for EMPG funded staff. 3. Along with the Division Form 4- Staffing Detail, please provide documented policies for any fringe benefits, incentives or special pay to be claimed through the grant.									
Division Form 5 - Close Out Report: 1. The Division Form 5 - Close Out Report is due within sixty (60) days after the period of agreement ends. The 2022-2023 EMPG agreement has a match requirement of Dollar for Dollar of the total award amount. If the the EMPG award is matched with EMPA and/or are less than the EMPA award, no additional back-up/supporting documentation is needed to be provided to the Division. However, if the EMPG award exceeds the EMPA award, or if the Sub-Recipient is not using EMPA expenditures for match, the appropriate back-up/supporting documentation shall be provided to the Division along with the Form 5 - Close Out Report (i.e. invoices, receipts, cancelled checks, credit card and bank statements, earning statements, paystubs, etc.). 2. The agreement cannot be considered closed until the Division Form 5 - Close Out Report has been received and approved by the Division.									
Required documentation to support project expenditures: 1. Sub-Recipients shall maintain a grant/financial file with copies of supporting documentation for all paid project/program expenditures claimed during the grant period. Documentation of expenditures claimed for reimbursement through the grant will be reviewed and verified by Division staff. Acceptable documentation includes copies of purchase orders and paid vouchers, paid invoices or cancelled checks and paystubs, journal transfers, credit card and bank statements, etc. These documents should be submitted when requesting reimbursement. 2. All claims for reimbursement shall be submitted on the approved Division Quarterly Financial Reporting forms. Claims not submitted on the proper forms or that are unsupported by proper documentation will not be processed and will be returned for additional support. 3. Please ensure that the documentation submitted for review is legible. 4. Please verify form calculations for accuracy before submitting to the Division for review each quarter.									

FLORIDA DIVISION OF EMERGENCY MANAGEMENT
2022-2023 EMERGENCY MANAGEMENT PERFORMANCE GRANT - EMPG BASE GRANT
DIVISION FORM 1A - QUARTERLY FINANCIAL REPORT

EMPG ALLOCATION CATEGORIES	BUDGETED ALLOCATIONS	Q1 CLAIM	Q2 CLAIM	Q3 CLAIM	Q4 CLAIM	CUMULATIVE EXPENDED FUNDS	REMAINING BALANCE
1. PLANNING	\$0.00					\$0.00	\$0.00
2. ORGANIZATION	\$0.00					\$0.00	\$0.00
3. EQUIPMENT	\$0.00					\$0.00	\$0.00
4. TRAINING	\$0.00					\$0.00	\$0.00
5. EXERCISE	\$0.00					\$0.00	\$0.00
6. MGMT AND ADMIN (up to 5%)	\$0.00					\$0.00	\$0.00
TOTAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

[illegible]154

[illegible]

**FY 2022 - 2023 EMPG AGREEMENT
ATTACHMENT H
REPORTING FORMS**

FLORIDA DIVISION OF EMERGENCY MANAGEMENT 2022-2023 EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM - EMPG BASE GRANT DIVISION FORM 2A - DETAIL OF CLAIMS						
SUB-RECIPIENT:		INCURRED DATE RANGE: Example: July 1 through Sept. 30, 2022				
Please use separate Division Form 2A - Detail of Claims per allocation category. Please provide FEMA AEL numbers for EQUIPMENT expenditures ONLY. Please provide a budget revision to the Division along with this form, if expenses being claimed are not allocated on the most recently approved budget. Please include the Costs Incurred Date Range in the applicable cell above. This is usually the quarterly period; however, a Sub-Recipient may incorporate a larger date range to include a forgotten claim for reimbursement for a payment made the previous quarter (within the period of the agreement). This allowance does not circumvent the four (4) required reporting submissions.						
ALLOCATION CATEGORIES						
CATEGORY:		PLEASE SELECT FROM THE LIST BELOW				
		PLANNING				
#	VENDOR	DESCRIPTION OF SERVICE OR EXPENSE	DATE OF PAYMENT FOR SERVICE OR EXPENSE (Include full date)	PAYMENT REFERENCE # (CHECK #, PO, CC#, JT)	PURCHASE AMOUNT	FEMA AEL# (N/A if equipment was not purchased)
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
TOTAL					\$ -	
<i>"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."</i>						
SIGNATURE:		AUTHORIZED REPRESENTATIVE				
PRINTED NAME:						
TITLE:						
DATE:						

**FY 2022 - 2023 EMPG AGREEMENT
ATTACHMENT H
REPORTING FORMS**

2022-2023 EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM								
DIVISION FORM 2B- DETAIL OF CLAIMS								
SALARIES AND FRINGE BENEFITS								
Pay Period:		From:		To:				
Sub-Recipient Name:								
Incurred Date Range:				Claim #:				
DOES THIS CLAIM FOR REIMBURSEMENT INCLUDE EXPENSES FOR ANY INCENTIVES OR SPECIAL PAY? Note: If this claim includes incentives or special pay, please provide FDEM with the written established policy for support.								
EM Funded staff Name	Total Salary Amount	FICA/Medicare	Retirement	Employee Life Insurance	Health/Dental Insurance	Workers Comp	Incentive Pay (If Applicable)	Total Fringe Benefits
	\$ 15,000.00							
SubTotals	\$ 15,000.00							\$ -
Total Cost Charged to the Grant								\$ 15,000.00
"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."								
SIGNATURE:								
		AUTHORIZED REPRESENTATIVE						
PRINTED NAME:								
TITLE:								
DATE:								
"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."								
SIGNATURE:								
		AUTHORIZED REPRESENTATIVE						
PRINTED NAME:								
TITLE:								
DATE:								

**FY 2022 - 2023 EMPG AGREEMENT
ATTACHMENT H
REPORTING FORMS**

FLORIDA DIVISION OF EMERGENCY MANAGEMENT				
2022-2023 EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM - EMPG BASE GRANT				
DIVISION FORM 3A - Quarterly Match				
SUB-RECIPIENT:			CLAIM #:	1
QUARTERLY REPORTING PERIOD:	July 1 - Sept. 30			
1. Federal funds provided under the 2022-2023 EMPG agreement shall be matched by the Sub-Recipient (dollar-for-dollar) totaling the award amount. Each quarter the Sub-Recipient must identify the non-federal match amount on the Quarterly Match Form 3A. 2. If the EMPG funds are being matched with 2022-2023 EMPA claimed expenditures, no additional back-up/supporting documentation is required to be submitted with this form. 3. If the 2022-2023 EMPG award exceeds the 2022-2023 EMPA award, or if the Sub-Recipient is not using EMPA claimed expenditures to fulfill the EMPG match requirement, appropriate back-up/supporting documentation must accompany this form to support fulfillment of the required match (i.e. invoices, receipts, paystubs, earning statements, cancelled checks, credit card and bank statements, etc.).				
EMPG REPORTING			AWARD AMOUNT:	
	EMPG QUARTERLY CLAIM	CUM. FUNDS EXPENDED	REMAINING BALANCE	
QUARTER 1		\$0.00	\$0.00	
QUARTER 2		\$0.00	\$0.00	
QUARTER 3		\$0.00	\$0.00	
QUARTER 4		\$0.00	\$0.00	
TOTAL EMPG CLAIMS		\$0.00		
EMPA REPORTING			AWARD AMOUNT: \$ 105,806.00	
	EMPA QUARTERLY CLAIM	CUM. FUNDS EXPENDED	REMAINING BALANCE	
QUARTER 1		\$0.00	\$105,806.00	
QUARTER 2		\$0.00	\$105,806.00	
QUARTER 3		\$0.00	\$105,806.00	
QUARTER 4		\$0.00	\$105,806.00	
TOTAL EMPA CLAIMS		\$0.00		
MATCH REPORTING		REQUIRED MATCH AMOUNT:		\$ -
	EMPA	LOCAL (General Revenue)	LOCAL (Other)	OTHER (Non-Federal)
QUARTER 1				
QUARTER 2				
QUARTER 3				
QUARTER 4				
TOTAL	\$0.00	\$0.00	\$0.00	\$0.00
EMPG TOTAL MATCH				\$0.00
<i>"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."</i>				
SIGNATURE:				
	AUTHORIZED REPRESENTATIVE			
PRINTED NAME:				
TITLE:				
DATE:				

**FY 2022 - 2023 EMPG AGREEMENT
ATTACHMENT H
REPORTING FORMS**

**FLORIDA DIVISION OF EMERGENCY MANAGEMENT
2022-2023 EMERGENCY MANAGEMENT PERFORMANCE GRANT - EMPG BASE GRANT
DIVISION FORM 4 - STAFFING DETAIL
EMERGENCY MANAGEMENT AGENCY ANTICIPATED SALARIES AND BENEFITS**

SUB-RECIPIENT:			POINT OF CONTACT:			Jane Doe, Planner			
EMPLOYEE INFORMATION			LOCAL		STATE AND FEDERAL				
#	Only funded Staff Name, Position Title & Area of Responsibility (Preparedness, Response, Recovery, Mitigation & Finance) [1]	Annual Total Salaries & Benefits \$ by Position [2]	% County General Fund (Local) [3]	% Other Local Funds [4]	%	\$	%	\$	%
					EMPG	EMPG	EMPA	EMPA	Total
					Base Grant (State)	Base Grant (State)	Base Grant (Federal)	Base Grant (Federal)	All Funds
					[5]	[6]	[7]	[8]	[9]
1	Ex. Jane Doe, Director, ALL	\$ 60,000.00			50%	\$ 30,000.00	50%	\$30,000.00	100%
2						\$ -		\$0.00	0%
3						\$ -		\$0.00	0%
4						\$ -		\$0.00	0%
5						\$ -		\$0.00	0%
6						\$ -		\$0.00	0%
7						\$ -		\$0.00	0%
8						\$ -		\$0.00	0%
9						\$ -		\$0.00	0%
10						\$ -		\$0.00	0%
11						\$ -		\$0.00	0%
12						\$ -		\$0.00	0%
13						\$ -		\$0.00	0%
14						\$ -		\$0.00	0%
15						\$ -		\$0.00	0%
16						\$ -		\$0.00	0%
17						\$ -		\$0.00	0%
18						\$ -		\$0.00	0%
19						\$ -		\$0.00	0%
20						\$ -		\$0.00	0%
TOTAL						\$ 30,000.00		\$30,000.00	
DIRECTIONS:									
1. In Column #1, list the name, position title and area of responsibility(s) for all funded EMPG Emergency Management staff .									
2. In Column #2, list total anticipated annual amount of Salaries and Benefits to be paid for each EMPG funded position.									
3. In Columns #3-5 & 7, provide the funding distribution (%) in each applicable column.									
4. In Column #6, list the amount of Salaries and Benefits to be paid out of EMPG grant funds.									
5. In Column #8, list the amount of Salaries and Benefits to be paid out of EMPA grant funds.									
6. Column #9 calculates the sum of percentages entered in Columns 3 - 5 & 7 and must equal 100% of the anticipated annual salaries and benefits per EM position.									
7. Please provide to the Division updates or revisions to this form throughout the period of the agreement, as necessary.									
8. This form is to be submitted to the Division along with the 1st Quarter submission, or by January 30, 2023, whichever occurs first.									

**FY 2022 - 2023 EMPG AGREEMENT
ATTACHMENT H
REPORTING FORMS**

FLORIDA DIVISION OF EMERGENCY MANAGEMENT 2022-2023 EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM - BASE GRANT DIVISION FORM 5 - CLOSE-OUT REPORT					
Division FORM 5 - CLOSEOUT REPORT shall be completed and submitted to the Division no later than sixty (60) days after the period of performance ends. The 2022-2023 period of performance ends on September 30, 2023. Division FORM 5 is due by October 30, 2023.					
SUB-RECIPIENT:		AGREEMENT #:			
POINT OF CONTACT:		EMPG AWARD AMOUNT: \$ -			
PHONE/EMAIL:		UNCLAIMED BALANCE: \$ -			
<u>REIMBURSEMENTS RECEIVED BY THE SUB-RECIPIENT</u> (Include any advanced funds and final requested payment)					
ALLOCATION CATEGORIES	EXPENDITURES			DATE	AMOUNT
1. PLANNING	\$ -		1		\$ -
2. ORGANIZATION	\$ -		2		\$ -
3. EQUIPMENT	\$ -		3		\$ -
4. TRAINING	\$ -		4		\$ -
5. EXERCISE	\$ -		5		\$ -
6. MANAGEMENT AND ADMIN.	\$ -		6		\$ -
\$	-			\$	-
AWARD AMOUNT		\$	-		
(LESS ADVANCED FUNDS)		\$	-		
(LESS REIMBURSEMENTS)		\$	-		
UNCLAIMED BALANCE OF AWARD		\$	-		
Federal funds provided under the 2022-2023 EMPG agreement shall be matched by the Sub-Recipient (dollar-for-dollar) with non-federal funds. If the EMPG award is being matched with EMPA, no additional back-up/supporting documentation is needed to be provided to the Division. If the EMPG award exceeds the EMPA award or using local funds for match, the appropriate back-up/supporting documentation for the match fulfillment shall be provided with this form (i.e. invoices, cancelled checks, earning statements, payroll registries, with amounts clearly identified).					
TOTAL MATCH	EMPA	LOCAL (General Revenue)	LOCAL (Other)	OTHER (Non-Federal)	
SIGNATURE REQUIRED					
<i>"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."</i>					
SIGNATURE AND DATE:		AUTHORIZED REPRESENTATIVE			
PRINTED NAME AND TITLE:					
Refund and/or final interest checks are due no later than ninety (90) days after the expiration of the Agreement. Make checks payable to: Cashier, Florida Division of Emergency Management Mail to: Florida Division of Emergency Management, 2555 Shumard Oak Blvd., Tallahassee, Florida 32399-2100, Attn: (Division Grant Manager)					
BELOW TO BE COMPLETED BY FDEM:					
SIGNATURE AND DATE:		Division Grant Manager			
SIGNATURE AND DATE:		Division Programmatic Reviewer			

**STATE-FUNDED GRANT AGREEMENT
EMERGENCY PREPAREDNESS AND ASSISTANCE GRANT**

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and **Highlands County**, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

- A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and
- B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and
- C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division AND Recipient agree to the following:

(1) SCOPE OF WORK

- (a) The Recipient shall perform the work in accordance with the Scope of Work (Attachment A) and Proposed Budget Detail Worksheet (Attachment A (2)), of this Agreement.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS, AND POLICIES

- (a) As required by section 215.971(1), Florida Statutes, this Agreement includes:
 - i. A provision specifying a scope of work that clearly establishes the tasks that the Recipient is required to perform.
 - ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.
 - iii. A provision specifying the financial consequences that apply if the Recipient fails to perform the minimum level of service required by the agreement.
 - iv. A provision specifying that the Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.
 - v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.
 - vi. A provision specifying that any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

(b) In addition to the foregoing, the Recipient and the Division shall be governed by all applicable State and Federal laws, rules, and regulations, including those identified in the Scope of Work (Attachment A). Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) PERIOD OF AGREEMENT

(a) This Agreement shall begin **July 1, 2022** and shall end on **June 30, 2023**, unless terminated earlier in accordance with the provisions of Paragraph (12) TERMINATION. In accordance with section 215.971(1)(d), Florida Statutes, the Recipient may expend funds authorized by this Agreement “only for allowable costs resulting from obligations incurred during” the period of Agreement.

(4) FUNDING CONSIDERATION

(a) This is a cost-reimbursement Agreement, subject to the availability of funds.

(b) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.

(c) The Division will reimburse the Recipient only for allowable costs incurred by the Recipient for the completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in the Proposed Budget Detail Worksheet (Attachment A (2)) and Scope of Work (Attachment A). The maximum reimbursement amount for the entirety of this Agreement is **\$105,806.00**.

(d) The Division will review any request for reimbursement by comparing the documentation provided by the Recipient against a performance measure, outlined in Scope of Work (Attachment A) and Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Attachment C) which clearly delineates:

- i. The required minimum acceptable level of service to be performed; and,
- ii. The criteria for evaluating the successful completion of each deliverable.

(e) The Division's Grant Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the period of agreement and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Recipient.

(f) For the purposes of this Agreement, the term “improper payment” means or includes:

- i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(g) As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accord with section 112.061, Florida Statutes. The Recipient must submit submission of the claim on either their local travel voucher with supporting documentation and their local travel policy, or on the approved state travel voucher.

(5) REPORTS

(a) The Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Recipient and all Recipients and subcontractors in completing the work described in the Scope of Work (Attachment A) and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

(b) Quarterly reports are due to the Division no later than forty-five (45) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are September 30, December 31, March 31, and June 30.

(c) The Form 5 - Close-Out Report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever occurs first.

(d) If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (11) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Proposed Budget Detail Worksheet (Attachment A (2)) and Scope of Work (Attachment A).

(e) The Recipient shall provide additional program updates or information that may be required by the Division.

(f) The Recipient shall provide additional reports and information identified in the Quarterly Reports (Attachment A (3)).

(6) MONITORING

(a) Recipient is responsible for and shall monitor its performance under this Agreement. Recipient shall monitor the performance of its contractors, consultants, agents, and who are paid from funds provided under this Agreement or acting in furtherance of this Agreement.

(b) In addition to reviews of audits conducted in accordance with Exhibit 1 – Audit Requirements, monitoring procedures may include, but not limited to, desk reviews and on-site visits by Division staff, limited scope audits, and other procedures.

(7) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes.

(8) AUDITS

(a) In accounting for the receipt and expenditure of funds under this Agreement, the Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

(b) When conducting an audit of the Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

(c) If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Recipient of such non-compliance.

(d) The Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audits must be received by the Division no later than nine months from the end of the Recipient's fiscal year.

(e) The Recipient shall send copies of reporting packages required under this paragraph directly to each of the following:

The Division of Emergency Management

DEMSingle_Audit@em.myflorida.com

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

The Auditor General

Room 401, Claude Pepper Building

111 West Madison Street

Tallahassee, Florida 32399-1450

(9) LIABILITY

(a) Unless Recipient is a state agency or subdivision, as defined in section 768.28, Florida Statutes, the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performed under this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Division but is an independent contractor.

(b) As required by section 768.28(19), Florida Statutes, any Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(10) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (11) REMEDIES; however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous

agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If material adverse changes occur in the financial condition of the Recipient at any time during the period of agreement, and the Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division.

(c) If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete, or insufficient information;

(d) If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(11) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days, provide written notice to the Recipient and upon the Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that the Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in Paragraph (3) herein;

(b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds;

(e) Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance;

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected;

iii. Advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or;

iv. Require the Recipient to reimburse the Division for costs incurred for any items determined to be ineligible;

(f) Exercise any other rights or remedies which may be available under law. Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient.

(12) TERMINATION

(a) The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.

(b) The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty (30) calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of this Agreement.

(d) In the event this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of this Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of this Agreement by the Recipient. The Division may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Division from the Recipient is determined.

(13) PROCUREMENT

(a) The Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§ 200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

(b) As required by 2 C.F.R. § 200.318(i), the Recipient shall "maintain records sufficient to detail the history of procurement. These records will include but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

(c) As required by 2 C.F.R. § 200.318(b), the Recipient shall “maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.” In order to demonstrate compliance with this requirement, the Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

(d) Except for procurements by micro-purchases pursuant to 2 C.F.R. § 200.320(a)(1) or procurements by small purchase procedures pursuant to 2 C.F.R. § 200.320(a)(2), if the Recipient chooses to subcontract any of the work required under this Agreement, then the Recipient shall forward to the Division a copy of any solicitation (whether competitive or non-competitive) at least fifteen (15) days prior to the publication or communication of the solicitation. The Division shall review the solicitation and provide comments, if any, to the Recipient within seven (7) business days. Consistent with 2 C.F.R. §200.325, the Division will review the solicitation for compliance with the procurement standards outlined in 2 C.F.R. §§ 200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. § 200.318(k), the Division will not substitute its judgment for that of the Recipient. While the Recipient does not need the approval of the Division in order to publish a competitive solicitation, this review may allow the Division to identify deficiencies in the vendor requirements or in the commodity or service specifications. The Division’s review and comments shall not constitute an approval of the solicitation. Regardless of the Division’s review, the Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Recipient as quickly as possible within the seven (7) business day window outlined above. If the Recipient publishes a competitive solicitation after receiving comments from the Division that the solicitation is deficient, then the Division may:

- i. Terminate this Agreement in accordance with the provisions outlined in paragraph (12) above; and,
- ii. Refuse to reimburse the Recipient for any costs associated with that solicitation.

(e) Except for procurements by micro-purchases pursuant to 2 C.F.R. § 200.320(a)(1) or procurements by small purchase procedures pursuant to 2 C.F.R. § 200.320(a)(2), if the Recipient chooses to subcontract any of the work required under this Agreement, then the Recipient shall forward to the Division a copy of any contemplated contract prior to contract execution. The Division shall review the unexecuted contract and provide comments, if any, to the Recipient within seven (7) business days. Consistent with 2 C.F.R. § 200.325, the Division will review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. §§ 200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. § 200.318(k), the Division will not substitute its judgment for that of the Recipient. While the Recipient does not need the approval of the Division in order to execute a subcontract, this review may allow the Division to identify deficiencies in the terms and conditions of the

subcontract as well as deficiencies in the procurement process that led to the subcontract. The Division's review and comments shall not constitute an approval of the subcontract. Regardless of the Division's review, the Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Recipient as quickly as possible within the seven (7) business day window outlined above. If the Recipient executes a subcontract after receiving a communication from the Division that the subcontract is non-compliant, then the Division may:

- i. Terminate this Agreement in accordance with the provisions outlined in Paragraph (12) above; and,
- ii. Refuse to reimburse the Recipient for any costs associated with that subcontract.

(f) The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

(g) As required by 2 C.F.R. § 200.318(c)(1), the Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

(h) As required by 2 C.F.R. § 200.319, the Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Recipient shall not:

- i. Place unreasonable requirements on firms in order for them to qualify to do business;
- ii. Require unnecessary experience or excessive bonding;
- iii. Use noncompetitive pricing practices between firms or between affiliated companies;
- iv. Execute noncompetitive contracts to consultants that are on retainer contracts;
- v. Authorize, condone, or ignore organizational conflicts of interest;
- vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process;
or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

(i) Except in those cases where applicable Federal statutes expressly mandate or encourage otherwise, the Recipient, as required by 2 C.F.R. § 200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.

(j) The Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. § 200.320(b)(1) as well as section 287.057(1)(a), Florida Statutes.

(k) The Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. § 200.320(b)(2) as well as section 287.057(1)(b), Florida Statutes.

(l) FEMA has developed helpful resources for Sub-Recipients when procuring with federal grant funds because Sub-Recipients must comply with the Federal procurement standards outlined in 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200. These resources are generally *available at* <https://www.fema.gov/procurement-disaster-assistance-team>. FEMA periodically updates this resource page so please check back for the latest information. While not all the provisions discussed in the resources are applicable to this subgrant agreement, the Sub-Recipient may find these resources helpful when drafting its solicitation and contract for compliance with the Federal procurement standards outlined in 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200. FEMA provides the following hands-on resources for Recipients of federal funding:

i. 2018 PDAT Procurement Compliance Checklist for Public Assistance Applicants *available at* https://www.fema.gov/media-library-data/1569959172327-92358d63e00d17639d5db4de015184c9/PDAT_ProcurementChecklist_11-21-2018.pdf

ii. 2019 PDAT Contract Provisions Template *available at* https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf

(14) ATTACHMENTS AND EXHIBITS

(a) All attachments to this Agreement are incorporated as if set out fully.

(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(c) This Agreement has the following attachments:

Exhibit 1 – Audit Requirements

Exhibit 2 – Single Audits

Exhibit 3 – 27P-19 Administrative Code – EM Director Certification

Attachment A – Scope of Work

Attachment A (1) – Allowable Costs and Eligible Activities – Budget Directions

Attachment A (2) – Proposed Program Budget Detail Worksheet

Attachment A (3) – Quarterly Reports

Attachment B – Justification of Advance Payment

Attachment C – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Attachment D – Warranties and Representations

Attachment E – Statement of Assurances

Attachment F – Reporting Forms

(15) NOTICE OF CONTACT

(a) All notices provided by Recipient under or pursuant to this Agreement shall be in writing to Division's Grant Manager and delivered by standard or electronic mail using the correct information provided in Subparagraph 15(b) below.

(b) The name and address of Division's Grant Manager for this Agreement is:

Contractual Point of Contact
Nee Edwards Florida Division of Emergency Management 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 815-4340 Newarsa.Edwards@em.myflorida.com

- (c) The name and address of Division's Programmatic Reviewer for this Agreement is:

Programmatic Point of Contact
Myron Rozier Florida Division of Emergency Management 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 815-4357 Myron.Rozier@em.myflorida.com

- (d) The name and address of Representative of the Recipient responsible for the administration of this Agreement is:

Name: Corey Amundsen
Title: Interim Emergency Manager
Address: 6850 W George Blvd. Sebring, FL 33875
Phone: 863-402-7673
Email: camundsen@highlandsfl.gov

(16) PAYMENTS

(a) Any advance payment under this Agreement is subject to section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based, and a justification statement shall be included in this Agreement as Justification of Advance Payment as Attachment B. Justification of Advance Payment (Attachment B) will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed. FDEM can only advance up to 75% of the total award amount.

(b) Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within forty-five (45) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division Grant Manager as part of the Recipient's quarterly reporting as referenced in Paragraph (5) REPORTS of this Agreement.

(c) If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under Paragraph (4) FUNDING CONSIDERATION of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(17) REPAYMENTS

(a) All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management," and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

(b) In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(18) MANDATED CONDITIONS AND OTHER LAWS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with (thirty) 30 days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

(c) Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

(d) The Recipient agrees to comply with the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

(e) Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(f) Any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

- i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
- ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any offenses enumerated in Paragraph (18)(f)(ii) of this certification; and
- iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

(g) If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

(h) In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment C) for each intended subcontractor which Recipient plans to fund under this Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.

(i) The Division reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Recipient created or received under this Agreement.

(j) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

(k) The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324(a) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

(l) Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political division granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

(m) The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(19) FEDERAL REQUIREMENTS PERTAINING TO LOBBYING

(a) Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

(b) No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(20) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

(a) If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless this Agreement provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

(c) Within thirty (30) days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement that he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property that is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights that accrue during performance of this Agreement.

(d) If the Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Recipient shall become the sole property of the Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Recipient, under this Agreement, for Florida government purposes.

(21) LEGAL AUTHORIZATION.

(a) The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

(22) STATEMENT AND ASSURANCES

(a) The Recipient shall comply with any Statement of Assurances incorporated as Attachment E.

(23) RECORDS

(a) As a condition of receiving state financial assistance, and as required by sections 20.055(6)(c) and 215.97(5)(b), Florida Statutes, the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Recipient's personnel for the purpose of interview and discussion related to such documents. For the purposes of this section, the term "Recipient" includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.

(b) The Recipient shall maintain all records related to this Agreement for the period of time specified in the appropriate retention schedule published by the Florida Department of State. Information regarding retention schedules can be obtained at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>.

(c) Florida's Government in the Sunshine Law (section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) all meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Recipient based upon the funds provided under this Agreement, the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

(d) Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity

within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

(e) The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Attachment A(2) – Proposed Budget Detail Worksheet and Scope of Work (Attachment A) - and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(24) TERMS AND CONDITION

(a) This Agreement contains all the terms and conditions agreed upon by the parties.

(25) EXECUTION

(a) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(26) MODIFICATION

(a) Either Party may request modification of the provisions of this agreement. Modifications of provisions of this Agreement are valid only when reduced to writing and duly signed by the Parties.

(27) CONSTRUCTION and RENOVATION

Construction and renovation projects for a local government's principal Emergency Operations Center (EOC), are allowable under the EMPA Program. The Division must provide written approval prior to the use of any EMPA Program funds for construction or renovation. Requests for EMPA Program funds for construction of an EOC must be accompanied by a justification to their EMPA Grant Manager for review and processing. The above examples are not intended to exclude other construction projects as potentially

allowable costs. For example, construction of a facility for the storage of critical emergency supplies, as a Point of Distribution (POD) for emergency distribution, and/or to serve as a staging area for deployment of emergency response resources is potentially an allowable expense. Other construction or renovation projects, such as a secondary or local EOC, will be considered on a case-by-case basis, with advance written approval.

(28) REAL PROPERTY

Section 287.05805, Florida Statutes, Contract requirement for use of state funds to purchase or improve real property—Each state agency shall include in its standard contract document a requirement that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

(29) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

(a) If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. § 200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (i). through v. of this subparagraph.

(b) The requirement outlined in subparagraph a. above, sometimes referred to as “socioeconomic contracting,” does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

(c) The “socioeconomic contracting” requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

(d) The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. “project splitting”).

STATE OF FLORIDA
FLORIDA DIVISION OF EMERGENCY MANAGEMENT
STATE - FUNDED SUBAWARD AND GRANT AGREEMENT

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Agreement as of the date set forth below.

RECIPIENT: HIGHLANDS COUNTY

By: _____

Kathleen Rapp, Chairman, HCBCC
(Name and Title)

Date: _____

59-6000655
Federal Identification Number

UEID/SAM Number

A0250
Agreement Number

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Kevin Guthrie, Division Director

Date: _____

**FY 2022 – 2023 EMPA AGREEMENT
EXHIBIT 1 – AUDIT REQUIREMENTS**

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

MONITORING

Monitoring visits are performed to confirm grant requirements are being fulfilled to ensure correct and accurate documentation is being generated and to assist with any questions or concerns Recipients may have related to the grant. Recipients will be monitored programmatically and financially by the Division to ensure that all grant activities and project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met.

On-site monitoring visits will be performed according to Division schedules, as requested, or as needed. At minimum, Recipients will receive monitoring from Division per year. If an on-site visit cannot be arranged, the Recipient may be asked to perform desk review monitoring. Additional monitoring visits may be conducted throughout the period of performance as part of corrective action when Recipients are demonstrating non-compliance.

(a) The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in the Proposed Budget Detail Worksheet (Attachment A(2)) and Scope of Work (Attachment A) to this Agreement and reported in Quarterly Reports (Attachment A(3)).

(b) In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. If the Division determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

AUDITS

The Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F. In accounting for the receipt and expenditure of funds under this Agreement, the Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. § 200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

When conducting an audit of the Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. § 200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within 30 days after the Division has notified the Recipient of such non-compliance.

(a) The Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Recipient's fiscal year.

(b) The Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(c) The Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

(d) The Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

REPORTS

- (a) Consistent with 2 C.F.R. §200.328, the Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.
- (b) Quarterly reports are due to the Division no later than forty-five (45) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are September 30, December 31, March 31, and June 30.
- (c) The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.
- (d) If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (11) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.
- (e) The Recipient shall provide additional program updates or information that may be required by the Division.
- (f) The Recipient shall provide additional reports and information identified in Quarterly Reports (Attachment A(3)).

**FY 2022 – 2023 EMPA AGREEMENT
EXHIBIT 2 – SINGLE AUDITS**

AUDIT COMPLIANCE CERTIFICATION	
Email a copy of this form at the time of agreement submission to the Division at: DEMSingle_Audit@em.myflorida.com .	
Recipient: Highlands County	
FEIN: 59-6000655	Sub- Recipient's Fiscal Year: 22-23
Contact Name: Corey Amundsen	Contact's Phone: 863-402-7673
Contact's Email: camundsen@highlandsfl.gov	
1. Did Recipient expend the State Financial Assistance, during its fiscal year, that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Recipient and the Florida Division of Emergency Management (Division)? ☐Yes ☐No If the above answer is yes, answer the following before proceeding to item 2. Did Recipient exceed \$750,000 or more of State financial assistance (from DIVISION and all other sources of State financial assistance combined) during its fiscal year? ☐Yes ☐No If yes, Recipient certifies that it will timely comply with all applicable State single or project specific audit requirements of section 215.97(2)(i), Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.	
2. Did Recipient expend Federal awards during it fiscal year that it received under any agreement (e.g. contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Recipient and Division? ☐Yes ☐No If the above answer is yes, answer the following before proceeding to item 2. Did Recipient exceed \$750,000 or more of federal awards (from Division and all other sources of federal awards combined) during its fiscal year? ☐Yes ☐No If yes, Recipient certifies that it will timely comply with all applicable single or program – specific audit requirements of title 2 C.F.R. part 200, subpart F, as adopted and supplement by DHS at 2 C.F.R. part 200.	
By signing below, I certify, on behalf of Recipient, that the above representations for items 1 and 2 are correct.	
Signature of Authorized Representative	Date
Printed Name of Authorized Representative	Title of Authorized Representative

**FY 2022 – 2023 EMPA AGREEMENT
EXHIBIT 3– 27-19 FLORIDA ADMINISTRATIVE CODE
EM DIRECTOR CERTIFICATION**

In accordance with the 2022-2023 Emergency Management Preparedness and Assistance Grant agreement, which shall begin July 1, 2022 and shall end on June 30, 2023, and to remain consistent with section 252.38(1)(c), Florida Statutes and Rules 27P-19.005(4) and (5), Florida Administrative Code, in order to receive EMPA funding, each County Emergency Management Agency shall annually certify on their Exhibit 3 their commitment to employ and maintain a Director.

I, _____ (Name) certify compliance with the requirements for the 2022-2023 Emergency Management Preparedness and Assistance grant program.

_____ (Recipient) has employed an _____
(EM Director) pursuant to Section 252.38(3)(b), Florida Statutes.

I, _____ also certify that I am the official representative for
_____ (Recipient) and have authority to bind _____
(Recipient) to this certification of compliance.

Signed by: _____

Printed Name: _____

Title: _____

Date: _____

Phone/Email: _____

**FY 2022 – 2023 EMPA AGREEMENT
ATTACHMENT A – SCOPE OF WORK**

I. GENERAL POLICY

The intent of the Emergency Management Preparedness and Assistance Grant (EMPA) is to provide state funds to assist local governments in preparing for all hazards as authorized by section 252.373, Florida Statutes. Funds shall be allocated to implement and administer county emergency management programs, to ensure that the following activities are adhered to:

- **Planning;**
- **Organization;**
- **Equipment;**
- **Training;**
- **Exercise; and**
- **Management and Administration**

Consistent with Rule 27P-19.010(11), Florida Administrative Code, the Division shall determine allowable costs in accordance with 2 C.F.R. Part 200, entitled “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.”

II. RECIPIENT RESPONSIBILITIES

Recipient shall support efforts to build and sustain core capabilities across the Prevention, Protection, Mitigation, Response, and Recovery mission areas described in the National Preparedness Goal.

Counties must be able to prepare for, respond to, recover from, and mitigate against natural and man-made disasters/emergencies.

TASKS AND QUARTERLY DELIVERABLES

The Recipient must successfully complete the following tasks and deliverables throughout the period of performance. Quarterly deliverables must be submitted through the Salesforce portal.



TASK 1: CERTIFICATION OF COUNTY EMERGENCY MANAGEMENT STAFF

A. EMERGENCY MANAGEMENT STAFF

Each County Emergency Management Agency must annually certify on (Exhibit 3) their commitment to employ and maintain a director consistent with Rule 27P-19.005(4) and (5), Florida Administrative Code.

Pursuant to section 252.38(1)(c), Florida Statutes, the County Emergency Management Agency shall perform emergency management functions throughout the territorial limits of the county in which it is organized. Additionally, the County Emergency Management Agency shall conduct such activities outside its territorial limits as required by law and in accordance with state and county emergency management plans and mutual aid agreements.

To demonstrate successful completion of task 1 for quarter 1, the Recipient must submit the following item Salesforce portal:

DELIVERABLES:

- **The Division Exhibit 3**, Certification letter for the Emergency Management Director in accordance with Rule 27P-19.004, Florida Administrative Code each quarter;
- **The Division Form 4** – Staffing Detail and position descriptions for funded emergency management staff;

Reporting Requirements:

Quarter 1	Quarter 2	Quarter 3	Quarter 4
Deliverables Due	Submit – Updates Only	Submit – Updates Only	Submit – Updates Only

TASK 2: LOCAL BUDGET MATCH CERTIFICATION

A. MATCH

Throughout the period of this Agreement, and as required by Rule 27P-19.011(1), Florida Administrative Code, the Recipient shall match EMPA grant funds “at the amount either equal to the average of the previous three years’ level of county general revenue funding for the County Emergency Management Agency budget or the level of funding for the County Emergency Management Agency budget for the last fiscal year, whichever is lower.”

In accordance with Rule 27P-19.011(2), Florida Administrative Code states

(2) If the Base Grant recipient demonstrates that exceptional financial circumstances prevent the Base Grant recipient from complying with the match requirements in subsection 27P-19.011(1), F.A.C., then the Base Grant recipient may request that the Division authorize a reduction in the amount of match required. The match required shall not be reduced by a percentage amount in excess of reductions in funding for county 911 services, emergency medical services, law enforcement, criminal justice, public works or other emergency management related services. To be eligible for any reduction, the Base Grant recipient shall demonstrate and certify that the reduction is due to reductions in county general revenue funding and that

the amount of the requested reduction is equivalent to across the board reductions in all county budgets. County requests for reduction shall be signed by the county's chief elected officer and the certification of reduction in county budget funding shall be signed by the county's chief financial officer. Requests shall certify the intent to return to pre-reduced funding as soon as practicable, and shall provide an estimate of the date at which the county will return to the current level of funding. Requests for reduction shall also be accompanied by financial data for the previous three years indicating: the level of county funding for the County Emergency Management Agency budget; budget detail regarding all individual items of the County Emergency Management Agency budget; and the proposed level of funding, for all budget items, if the reduction is authorized by the Division. All requests for match reduction shall be submitted no later than forty-five (45) days after the county budget has been approved by the governing body of the jurisdiction, or the opportunity to request shall be waived.

To demonstrate successful completion of task 2 for quarter 2, the Recipient must submit the following items in the Division's Salesforce system:

DELIVERABLES:

- **The Division Form 3** - Local Budget Match Certification;
- A copy of the current and accurate County Emergency Management Local Budget (General Revenue) including the budget approval date. All requests for a budget match reduction shall be requested no later than 45 days after the county budget has been approved;
- A copy of the local EM general revenue expenditure (general ledger) report.

Reporting Requirements:

Quarter 1	Quarter 2	Quarter 3	Quarter 4
N/A	Deliverables Due	Submit – Updates Only	Submit – Updates Only

TASK 3: RESPONSE CAPABILITIES

A. EQUIPMENT INVENTORY AND AVAILABILITY

Section 252.25 (2)(s) and (t) Florida Statutes requires state and local governments to complete an inventory of portable generators which can operate during a major disaster. Non-expendable equipment purchased with Grant funds designed to aid in the response or recovery to/from a declared or non-declared disaster shall be inventories no later than March 31st annually by the awardee.

Upon notification by the Director or State Emergency Response Team (SERT) Chief of the Division, the entity in possession of the non-expendable equipment item shall make the item available for deployment on behalf of the Division.

DELIVERABLES:

- Complete an inventory of portable generators owned by the local governments which are capable of operating during a major disaster. The inventory must identify, at a minimum,
 - the location of each generator, the number of generators stored at each specific location.
 - the agency to which each generator belongs,
 - the primary use of the generator by the owner agency, and

- the names, addresses, and telephone numbers of persons having the authority to loan the stored generators as authorized by the division during a declared emergency.

To demonstrate successful completion of task 3 for quarter 3, the Recipient must submit the following items to WEBEOC Equipment Inventory Board no later than March 31, 2023.

Reporting Requirements:

Quarter 1	Quarter 2	Quarter 3	Quarter 4
N/A	N/A	Deliverables Due	Submit – Updates Only

**FY 2022 – 2023 EMPA AGREEMENT
ATTACHMENT A (1)
ALLOWABLE COSTS AND ELIGIBLE ACTIVITIES – BUDGET DIRECTIONS**

I. CATEGORIES AND ELIGIBLE ACTIVITIES

The 2022 EMPA Funding Guidance allowable costs are divided into the following categories: **Planning, Organization, Equipment, Training, Exercise, and Management and Administration.**

A. PLANNING

Planning spans all five National Preparedness Goal (the Goal) mission areas and provides a baseline for determining potential threats and hazards, required capabilities, required resources, and establishes a framework for roles and responsibilities. Planning provides a methodical way to engage the whole community in the development of a strategic, operational, and/or community-based approach to preparedness.

Plans should have prior review and approval from the respective DEM state program. Funds may not be reimbursed for any plans that are not approved.

EMPA Program funds may be used to develop or enhance emergency management planning activities. Some examples include, but not limited to:

- Emergency Operation Plans/ Local Comprehensive Emergency Management Planning
- Communications Plans
- Administrative Plans
- Whole Community Engagement/Planning
- Resource Management Planning
- Sheltering and Evacuation Planning
- Recovery Planning
- Continuity Plans

For planning expenditures to qualify for reimbursement under this Agreement, the Recipient must submit a final plan to the Division and the Division's Natural Hazard Planning Manager must approve that plan. As part of any request for reimbursement for planning expenditures, the Recipient must submit the following to the Division:

- Copies of contracts or agreements prior to contracting with consultants or sub-contractors providing services;
- Invoice from any consultant/contractor involved in the planning (Note – grant agreement must be referenced on the invoice);
- Copies of all planning materials and work product (e.g. meeting documents, copies of plans);
- If a meeting was held by Recipient, an agenda and sign-up sheet with meeting date must be included;
- Proof of payment (e.g. canceled check, electronic funds transfer, credit card statement);
- Complete debarment form and/or Sam.gov for any contractors/consultants;
- Proof of purchase methodology (e.g. quotes, sole source, state contract, competitive bid results);
- Invoices and proof of payment for Travel costs (e.g., airfare, mileage, per diem, hotel) related to planning activities.

B. OPERATIONAL

EMPA Program funds may be used for all day-to-day preparedness activities in support of the four phases of emergency management (preparedness, response, recovery, and mitigation). Reimbursable personnel costs include salary, overtime, and backfill, compensatory time off, and associated fringe benefits.

Please Note: You can only charge 1% of the total award amount for apparel and promotional items.

Rules 27P-19.004 and 27P-19.0061, Florida Administrative Code., outline the minimum performance level (definition below). Each Emergency Management staff person must be available to work the number of hours and assume the responsibilities for the duties in their official position description as well as provide the coordination and support for all incidents within the jurisdiction on a 24-hour basis.

Personnel Cost - Rules 27P-11.004, 27P-11.0061, Florida Administrative Code:

Counties with populations of 75,000 or more must have a full-time emergency management director. Counties with populations of less than 75,000 or party to an inter-jurisdictional emergency management agreement entered into pursuant to section 252.38(3)(b), Florida Statutes, that is recognized by the Governor by executive order or rule, are encouraged to have a full-time director. However, as a minimum, such a county must have an emergency management coordinator who works at least twenty (20) hours a week in that capacity. "Full-time Emergency Management Director" means a single professional emergency management program Administrator working full-time as identified in the position description established by the governing body of the jurisdiction.

Eligible "**Operational Cost**" items include, but are not limited to:

- **Salaries and Fringe Benefits**
 - Copies of certified timesheets with employee and supervisor signature documenting hours worked or Division Form 6 - Time and Effort and proof employee was paid (paystubs, earning statements, and payroll expenditure reports).
- **Utilities (electric, water and sewage)**
- Service/Maintenance agreements (provide vendor debarment and service agreement for contractual services)
- Office Supplies/Materials
- IT Software Upgrades
- Memberships
- Publications
- Postage
- Storage
- **Other Personnel/Contractual Services**
 - Reimbursement for services by a person(s) who is not a regular or full-time employee filling established positions. This includes but is not limited to temporary employees, student or graduate assistants, fellowships, part time academic employment, board members, consultants, and other services.
 - Consultant Services require a pre-approved Contract or purchase order by the Division. Copies of additional quotes should also be supplied when requesting pre-approval. These requests should be sent to the grant manager for the Division for review.

Funding for Critical Emergency Supplies

Critical emergency supplies—such as shelf stable products, water, and basic medical supplies—are an allowable expense under EMPA. DHS/FEMA must approve a state's five-year viable inventory management plan prior to allocating grant funds for stockpiling purposes. The five-year plan should include a distribution strategy and related sustainment costs if the grant expenditure is over \$100,000.

Operational Costs Supporting Documentation

If the recipient seeks reimbursement for operational activities, then the following shall be submitted:

- For salaries, provide copies of certified timesheets with employee and supervisor signature documenting hours worked or Division Form 6 - Time and Effort and proof employee was paid (paystubs, earning statements, payroll expenditure reports).

- Expense items need to have copies of invoices, receipts and cancelled checks, credit card statements, bank statements for proof of payment. All documentation for reimbursement amounts must be clearly visible and defined (i.e., highlighted, underlined, circled on the required supporting documentation).

C. EQUIPMENT

Provided the cost of the item qualifies as reasonable and necessary for the successful completion of a task required by this Agreement, an item on the FEMA AEL that is specifically coded for the Emergency Management Performance Grant (“EMPG”) Program satisfies the minimum level of service for an equipment purchase under this Agreement. If an item qualifies as reasonable and necessary, and if the item is EMPG-coded on the FEMA AEL, then the Recipient does not need to obtain permission from the Division prior to purchasing the item in order to seek reimbursement.

If the Recipient seeks reimbursement for the purchase of an item that is not EMPG-coded on the FEMA AEL, then the Recipient must receive permission from the Division prior to purchasing the item. If the Recipient purchases such an item without receiving permission from the Division beforehand, then the Division will not provide any reimbursement for that purchase.

Allowable equipment includes equipment from the following AEL categories:

- Personal Protective Equipment (PPE) (Category 1)
- Information Technology (Category 4)
- Cybersecurity Enhancement Equipment (Category 5)
- Interoperable Communications Equipment (Category 6)
- Detection Equipment (Category 7)
- Power Equipment (Category 10)
- Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) Reference Materials (Category 11)
- CBRNE Incident Response Vehicles (Category 12)
- Physical Security Enhancement Equipment (Category 14)
- CBRNE Logistical Support Equipment (Category 19)
- Other Authorized Equipment (Category 21)

The Authorized Equipment List (AEL) is a list of approved equipment types allowed under FEMA’s preparedness grant programs and can be located at <https://www.fema.gov/authorized-equipment-list>.

If Recipients have questions concerning the eligibility of equipment, they shall contact their Grant Manager for clarification.

Recipients should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Large equipment purchases must be identified and explained. For more information regarding property management standards for equipment, please reference 2 C.F.R. Part 200, including 2 C.F.R. §§ 200.310, 200.313, and 200.316.

Equipment Acquisition Costs Supporting Documentation

- Provide copies of invoices, receipts and cancelled checks, credit card statements, bank statements for proof of payment.
- Provide the Authorized Equipment List (AEL) # for each equipment purchase.

D. TRAINING

EMPA Training funds may be used for a range of emergency management-related training activities to enhance the capabilities of state and local emergency management personnel through the establishment, support, conduct, and attendance of training. Training should foster the development of a community-oriented approach to emergency management that emphasizes engagement at the community level, strengthens best practices, and provides a path toward building sustainable resilience.

The Recipient can successfully complete an authorized course either by attending or by conducting that course.

- In order to receive payment for successfully attending a training course, the Recipient must provide the Division with a certificate of completion; additionally, the Recipient must provide the Division with all receipts that document the costs incurred by the Recipient in order to attend the course.
- In order to receive payment for successfully conducting a course, the Recipient must provide the Division with the course sign-in sheet. Additionally, the Recipient must provide the Division with all receipts that document the costs incurred by the Recipient in order to conduct the course.
- In order to receive payment for successfully conducting a workshop, the recipient must provide the Division with workshop sign-in sheets and materials used for workshop. Additionally, the Recipient must provide the Division with all receipts that document the costs incurred by the Recipient in order to conduct the workshop.

For training, the number of participants must be a minimum of fifteen (15) in order to justify the cost of holding a course. For questions regarding adequate number of participants, please contact the Division State Training Officer for course specific guidance. Unless the recipient receives advance written approval from the State Training Officer for the number of participants, then the Division must reduce the amount authorized for reimbursement on a pro-rata basis for any training with less than fifteen (15) participants.

When conducting a training that shall include meals for the attendees, the recipient shall submit a request for approval to the Division no later than twenty-five (25) days prior to the event to allow for both the Division and the Department of Financial Services to review. The request for meals must be submitted on letterhead and must include the date of exercise, agenda, number of attendees, and costs of meals.

Allowable training-related costs include the following:

- **Develop, Deliver, and Evaluate Training.** This includes costs related to administering the training: planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment. Training should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any training or training gaps, including those for children and individuals with disabilities or access and functional needs, should be identified in the Integrated Preparedness Program (IPP) and addressed in the training cycle. States are encouraged to use existing training rather than developing new courses. When developing new courses states are encouraged to apply the Analyze, Design, Develop, Implement and Evaluate (ADDIE) model for instruction design.
- **Overtime and Backfill.** The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of attendance at FEMA and/or approved training courses and programs are allowable. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or FEMA, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- **Travel.** Travel costs (e.g., airfare, mileage, per diem, and hotel) are allowable as expenses by employees who are on travel status for official business related to approved training.
- **Hiring of Full or Part-Time Staff or Contractors/Consultants.** Full or part-time staff or contractors/consultants may be hired to support direct training-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or unit(s) of local government and have the approval of the state or FEMA, whichever is applicable.

- **Certification/Recertification of Instructors.** Costs associated with the certification and re-certification of instructors are allowed. States are encouraged to follow the FEMA Instructor Quality Assurance Program to ensure a minimum level of competency and corresponding levels of evaluation of student learning. This is particularly important for those courses which involve training of trainers.

Conferences

The Division recognizes the important role that conferences can play in the professional development of emergency managers.

2 C.F.R. § 200.432 defines the term conference as "a meeting, retreat, seminar, symposium, workshop or event whose primary purpose is the dissemination of technical information beyond the non-Federal entity and is necessary and reasonable for successful performance under the Federal award."

Rule 69I-42.002(3), Florida Administrative Code, defines the term conference as:

The coming together of persons with a common interest or interests for the purpose of deliberation, interchange of views, or for the removal of differences or disputes and for discussion of their common problems and interests. The term also includes similar meetings such as seminars and workshops which are large formal group meetings that are programmed and supervised to accomplish intensive research, study, discussion, and work in some specific field or on a governmental problem or problems. A conference does not mean the coming together of agency or interagency personnel.

For travel to a conference or convention to qualify for reimbursement, the cost must be reasonable and attendance at the conference must be necessary for the successful completion of a task required by this Agreement.

Provided the cost qualifies as reasonable and necessary for the successful completion of a task required by this Agreement, travel to a conference that complies with the requirements of Rule 69I-42.004, Florida Administrative Code, satisfies the minimum level of service for conference travel under this Agreement.

In pertinent part, Rule 69I-42.004(1), Florida Administrative Code, states "No public funds shall be expended for attendance at conferences or conventions unless:

- The main purpose of the conference or convention is in connection with the official business of the state and directly related to the performance of the statutory duties and responsibilities of the agency participating;
- The activity provides a direct educational or other benefit supporting the work and public purpose of the person attending;
- The duties and responsibilities of the traveler attending such meetings are compatible with the objectives of the conference or convention; and
- The request for payment of travel expenses is otherwise in compliance with these rules.

Provided the cost qualifies as reasonable and necessary for the successful completion of a task required by this Agreement, and provided any related travel complies with the requirements of Rule 69I-42.004, Florida Administrative Code, conferences may qualify for reimbursement under this Agreement:

Requests for reimbursement for payment of the registration fee or for a conference or convention must include:

- A statement explaining how the expense directly relates to the Recipient's successful performance of a task outlined in this Agreement;
- A copy of those pages of the agenda that itemizes the registration fee;
- A copy of local travel policy; and,

- A copy of the travel voucher or a statement that no travel costs were incurred, if applicable.

When a meal is included in a registration fee, the meal allowance must be deducted from the reimbursement claim, even if the traveler decides for personal reasons not to eat the meal. See section 112.061(6)(c), Florida Statutes (“No one, whether traveling out of or in state, shall be reimbursed for any meal or lodging included in a convention or conference registration fee paid by the state”). A continental breakfast is considered a meal and must be deducted if included in a registration fee for a convention or conference. However, in the case where a meal is provided by a hotel or airline, the traveler shall be allowed to claim the meal allowance provided by law.

Class A, Class B, and Class C Travel:

- Class A travel is continuous travel of 24 hours or more away from official headquarters. The travel day for Class A is based on a calendar day (midnight to midnight).
- Class B travel is continuous travel of less than 24 hours which involves overnight absence away from official headquarters. The travel day for Class B travel begins at the same time as the travel period.
- Class C travel is short or day trips in which the traveler is not away from his/her official headquarters overnight. Class C allowances are currently not authorized for reimbursement.

Meal Allowance and Per Diem:
Section 112.061(6)(b), Florida Statutes, establishes the meal allowance for each meal during a travel period as follows:
\$6 for breakfast (when travel begins before 6 a.m. and extends beyond 8 a.m.);
\$11 for lunch (when travel begins before 12 noon and extends beyond 2 p.m.);
\$19 for dinner (When travel begins before 6 p.m. and extends beyond 8 p.m. or when travel occurs during nighttime hours due to special assignment.).
Section 112.061(a), Florida Statutes, establishes the per diem amounts.
All travelers are allowed: The authorized per diem for each day of travel; or, If actual expenses exceed the allowable per diem, the amount allowed for meals as provided in s. 112.061(6) (b), F.S., plus actual expenses for lodging at a single occupancy rate.

Per diem shall be calculated using four six-hour periods (quarters) beginning at midnight for Class A or when travel begins for Class B travel. Travelers may only switch from actual to per diem while on Class A travel on a midnight to midnight basis. A traveler on Class A or B travel who elects to be reimbursed on a per diem basis is allowed \$20.00 for each quarter from the time of departure until the time of return.

Reimbursement for Meal Allowances That Exceed the State Rates

The Division shall not reimburse for any meal allowance that exceeds \$6 for breakfast, \$11 for lunch, or \$19 for dinner unless:

- For counties – the requirements of section 112.061(14), Florida Statutes, are satisfied;
- The costs do not exceed charges normally allowed by the Recipient in its regular operations as the result of the Recipient's written travel policy (in other words, the reimbursement rates apply uniformly to all travel by the Recipient); and,
- The costs do not exceed the reimbursement rates established by the United States General Services Administration (“GSA”) for that locale (see <https://www.gsa.gov/portal/content/104877>).

Hotel Accommodations

- A traveler may not claim per diem or lodging reimbursement for overnight travel within fifty (50) miles (one-way) of his or her headquarters or residence unless the circumstances necessitating the overnight stay are fully explained by the traveler and approved by the Division.
 - Absent prior approval from the Division, the cost of any hotel accommodation shall not exceed \$150 per night.

Training Costs Supporting Documentation

- Copies of contracts or agreements with consultants or sub-contractors providing services;
- Copies of invoices, receipts and cancelled checks, credit card statements and bank statements for proof of payment;
- Copies of the agenda, certificates and/or sign in sheets (if using prepopulated sign in sheets they must be certified by the Emergency Management Director or Lead Instructor verifying attendance).

For travel and conferences related to EMPA activities:

- Copies of all receipts must be submitted (i.e., airfare, proof of mileage, toll receipts, hotel receipts, car rental receipts, etc.) Receipts must be itemized and match the dates of travel/conference;
- Copies of Conferences must be providing an agenda. Proof of payment is also required for all travel and conferences. If the Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Recipient must provide documentation that: The costs are reasonable and do not exceed charges normally allowed by the Recipient in its regular operations as a result of the Recipient's written travel policy; and participation of the individual in the travel is necessary to the Federal award.

E. EXERCISES

Exercises conducted with grant funds should test and evaluate performance towards meeting capability targets established in a jurisdiction's Integrated Preparedness Program (IPP) for the core capabilities needed to address its greatest risks.

Allowable Exercise-Related Costs

- **Design, Develop, Conduct and Evaluate an Exercise.** This includes costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel, and documentation. Recipients are encouraged to use free public space/locations/facilities, whenever available, prior to the rental of space/locations/facilities. Exercises shall provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Gaps identified during an exercise including those for children and individuals with disabilities or access and functional needs, shall be identified in the AAR/IP and addressed in the exercise cycle.
- **Hiring of Contractors or Consultants.** Contractors or Consultants may be hired to support direct exercise activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or unit(s) of local government and have the approval of the state. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of exercises.
- **Overtime and Backfill.** The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of time spent on the design, development and conduct of exercises are allowable expenses. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the local government. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.

Travel. Travel costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise activities.

- **Supplies.** Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise activities (e.g., gloves, non-sterile masks, fuel, and disposable protective equipment).
- **Other Items.** These costs are limited to items consumed in direct support of exercise activities such as the rental of space/locations for planning and conducting an exercise, rental of equipment, and the procurement of other essential nondurable goods. Recipients are encouraged to use free public space/locations, whenever available, prior to the rental of space/locations. Costs associated with inclusive practices and the provision of reasonable accommodations and modifications that facilitate full access for children and adults with disabilities are allowable.

When conducting an exercise that shall include meals for the attendees, the recipient shall submit a request for approval to the Division no later than twenty-five (25) days prior to the event to allow for both the Division and the Department of Financial Services to review. The request for meals must be submitted on letterhead and must include the date of exercise, agenda, number of attendees, and costs of meals.

Unauthorized Exercise-Related Costs

- Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles) and emergency response apparatus (e.g., fire trucks, ambulances). The only vehicle costs that are reimbursable are fuel/gasoline or mileage;
- Equipment that is purchased for permanent installation and/or use, beyond the scope of exercise conduct (e.g., electronic messaging signs);
- Durable and non-durable goods purchased for installation and/or use beyond the scope of exercise conduct.

If the recipient seeks reimbursement for exercise activities, then the following shall be submitted:

- Documentation clearly indicating the purpose/objectives of the exercise (e.g. Situation Manual, Exercise Plan);
- After-action report with Improvement Plan (AAR/IP), Sign-In sheets, Agenda;
- Receipts and proof of payment (e.g. canceled check, electronic funds transfer confirmation, credit card statement, bank statement) for supplies expenditures (e.g. copying paper, gloves, tap, etc.);
- Invoices and proof of payment for Travel costs (e.g., internal travel voucher, airfare, mileage, per diem, hotel) related to exercise activities;
- Proof of purchase methodology, if applicable (e.g. quotes, sole source, state contract, competitive bid results).

No later than 90 days after completion of an exercise, the recipient must upload to the Division's SharePoint portal at: <https://portal.floridadisaster.org> an After Action Report (AAR) that includes the following:

**An Improvement Plan; and,
A roster of participants.**

F. MANAGEMENT AND ADMINISTRATIVE (M&A)

M&A activities are those defined as directly relating to the management and administration of EMPA Program funds, such as financial management and monitoring. It should be noted that salaries of state and local emergency managers are not typically categorized as M&A, unless the state or local EMA chooses to assign personnel to specific M&A activities.

Management and Administrative Costs Supporting Documentation

- Copies of certified timesheets with employee and supervisor signature documenting hours worked or Division Form 6 - Time and Effort and proof employee was paid (paystubs, earning statements, and payroll expenditure reports);
- Costs for M&A activities are allowed up to 5% of the total award amount.

Supplanting Prohibited

Section 252.372, Florida Statutes, states that the monies from the EMPA Trust Fund “may not be used to supplant existing funding.” Additionally, Rule 27P-19.003(3), Florida Administrative Code, states: “Funds received from the [EMPA] Trust Fund may not be used to supplant existing funding, nor shall funds from one program under the Trust Fund be used to match funds received from another program under the Trust Fund.”

II. OTHER CRITICAL INFORMATION

A. RULE 27P-19, FLORIDA ADMINISTRATIVE CODE

Rule 27P-19.010(11), Florida Administrative Code, states: “Allowable costs shall be determined in accordance with applicable Federal Office of Management and Budget Circulars...” Therefore, unless a specific exception applies, 2 CFR Part 200 Subpart A (Definitions) and Subpart E (Cost Principles) shall apply to this Agreement.

Expenses

To qualify for reimbursement under the terms of this Agreement, an expense incurred by the Recipient must be reasonable and necessary for the successful completion of a task required by this Agreement. If an expense fails to qualify as either reasonable or necessary to successfully complete a task, then the Division shall not provide any reimbursement for that expense.

NOTE: This Scope of Work recognizes that each Recipient:

- Might be at a different level of preparedness than another Recipient
- Operates within a unique geography
- Faces unique threats and hazards
- Serves a unique population

Therefore, what might qualify as reasonable and necessary for one Recipient to successfully complete a task under this Agreement might not qualify as reasonable and necessary for another Recipient to successfully complete a task. Conversely, what might not qualify for one may qualify for another.

To avoid a “one size fits all” approach, this Agreement provides some level of flexibility. If a unique cost (e.g. equipment not listed on the EMPG AEL) qualifies as reasonable and necessary for the successful completion of a task under this Agreement, and if the Recipient receives permission from the Division prior to incurring that unique cost, then the Division shall reimburse the Recipient for that cost.

Performance

To qualify for reimbursement under the terms of this Agreement, the Recipient’s performance must satisfy the minimum level of service required for the successful completion of a task required by this Agreement. If the performance fails to satisfy the minimum level of service, then the Division shall not provide any reimbursement for that performance.

B. INDIRECT COSTS

Indirect cost is allowable under this program as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414. Recipients with a negotiated cost rate agreement that desire to charge indirect costs to an award must provide a copy of their negotiated indirect cost rate agreement at the time of application. Recipients that are not required by 2 C.F.R. Part 200 to have a negotiated indirect cost rate agreement but are required by 2 C.F.R. Part 200 to develop an indirect cost rate proposal must provide a copy of their proposal at time of application. Post-award requests to charge indirect cost will be considered on case-by-case basis and based upon the submission of an agreement or proposal.

C. PROCUREMENT

All Procurement transactions will be conducted in a manner providing full and open competition and shall comply with the standards articulated in:

- 2 C.F.R. Part 200;
- Chapter 287, Florida Statutes; and,
- Any local procurement policy.

Per 2 CFR 200.318 through 200.326, Recipients are required to adhere to certain procurement standards for entering contracts for personnel or services. This includes full and open competition, methods of procurement to follow, federal or passthrough entity review, and including federal provisions into contracts.

D. FINANCIAL CONSEQUENCES:

If a recipient fails to comply with the terms and conditions of the State award, the Division may terminate the award in whole or part. If the noncompliance can be corrected, the Division may first attempt to direct the recipient to correct the noncompliance. This may take the form of a Compliance Notification. If the noncompliance cannot be correct or the recipient is nonresponsive, one or more of the following steps may be taken:

- (1) Temporarily withhold payments pending correction of the deficiency by the recipient.
- (2) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- (3) Wholly or partly suspend or terminate the award.
- (4) Take other remedies that may be legally available.

**FY 2022 – 2023 EMPA AGREEMENT
ATTACHMENT A (2)
PROPOSED PROGRAM BUDGET DETAIL WORKSHEET**

The Recipient shall use the Emergency Management Preparedness and Assistance (“EMPA”) Trust Fund monies authorized by this Agreement in order to complete the tasks outlined in the Scope of Work (Attachment A).

The “Proposed Program Budget Detail Worksheet” serves as a guide for both the Recipient and the Division during the performance of the tasks outlined in the Scope of Work (Attachment A).

Prior to execution of this Agreement, the Recipient shall complete the “Proposed Program Budget Detail Worksheet” listed below. If the Recipient fails to complete the “Proposed Program Budget Detail Worksheet”, then the Division shall not execute this Agreement.

After execution of this Agreement, the Recipient may change the allocation amounts in the “Proposed Program Budget Detail Worksheet.” If the Recipient changes the “Proposed Program Budget Detail Worksheet”, then the Recipient’s quarterly reports must include an updated “Proposed Program Budget Detail Worksheet” to reflect current expenditures.

BUDGET SUMMARY AND EXPENDITURES

RECIPIENT: HIGHLANDS COUNTY
AGREEMENT: A0250

1. PLANNING	\$
2. ORGANIZATION	\$
3. EQUIPMENT	\$
4. TRAINING	\$
5. EXERCISE	\$
6. MANAGEMENT AND ADMINISTRATION	\$
7. TOTAL AWARD	\$ 105,806.00

FY 2022-2023 PROPOSED PROGRAM BUDGET DETAIL WORKSHEET - ELIGIBLE ACTIVITIES (Not limited to activities below)			
Allowable Planning Costs	Quantity	Unit Cost	Total Cost
Emergency Operations Plan			
Salaries and Fringe Benefits			
Supplies			
Travel/per diem related to planning activities			
TOTAL PLANNING EXPENDITURES			\$
Allowable Organization Costs	Quantity	Unit Cost	Total Cost
Salaries and Fringe Benefits			

Utilities (electric, water and sewage)			
Service/Maintenance agreements			
Supplies/Materials			
Memberships			
Publications			
Postage			
Storage			
TOTAL ORGANIZATION EXPENDITURES			\$ 105,806.00
Allowable Equipment Acquisition Costs	Quantity	Unit Cost	Total Cost
Personal protective equipment			
Information technology			
Cybersecurity enhancement equipment			
Interoperable communications equipment			
Detection Equipment			
Power equipment			
CBRNE Reference Materials			
CBRNE Incident Response Vehicles			
Physical Security Enhancement Equipment			
Logistics			
Other authorized equipment costs			
21GN-00-OCEQ - EOC Equipment & Supplies (provide description of EOC equipment & supplies)			
TOTAL EQUIPMENT EXPENDITURES			\$
Allowable Training Costs	Quantity	Unit Cost	Total Cost
Salaries and Fringe Benefits			
Develop, Deliver Training			

Workshops and Conferences			
Certification/Recertification of Instructors			
Travel			
Supplies			
Overtime and Backfill			
TOTAL TRAINING EXPENDITURES			\$
Allowable Exercise Costs	Quantity	Unit Cost	Total Cost
Salaries and Fringe Benefits			
Design, Develop, Conduct and Evaluate an Exercise in accordance with HSEEP standards			
Exercise Planning Workshop			
Travel			
Supplies			
Overtime and Backfill			
TOTAL EXERCISE EXPENDITURES			
Allowable Management and Administration Costs (Up to 5% of total award)	Quantity	Unit Cost	Total Cost
Salaries and Fringe Benefits			
TOTAL MANAGEMENT AND ADMINISTRATION EXPENDITURES			
TOTAL EXPENDITURES			\$105,806.00

REVISION DATE: _____

**FY 2022 – 2023 EMPA AGREEMENT
ATTACHMENT A (3) – QUARTERLY REPORTS**

Recipients must provide the Division with quarterly financial reports and a final close-out report.

- Quarterly financial reports are due to the Division no later than forty-five (45) days after the end of each quarter of the program year and must continue to be submitted each quarter until submission of the final close-out report. The ending dates for each quarter of this program year are September 30, December 31, March 31, and June 30.

Reporting Period	Report due to Division no later than
July 1 through September 30	November 15
October 1 through December 31	February 15
January 1 through March 31	May 15
April 1 through June 30	August 15

The Recipient shall provide the Division with full support documentation for the quarterly financial reports.

- A. The Recipient must provide the Division with supporting documentation for the quarterly financial reports. The Division shall accept back up documentation by email if the County is not able to upload on Salesforce.
- B. The Quarterly Tasks form 1B is due with your quarterly financial report each quarter. This form identifies all Emergency Management personnel's required training completed (or working towards completion) as well as quarterly deliverables during the agreement period.
- C. In order to ensure compliance with Rule 27P-19.011, Florida Administrative Code, the Local Budget Match Requirement Form shall be completed and sent when the Local County Budget is approved or by **November 15, 2022**. The County shall provide a copy of the current Emergency Management Local Budget (General Revenue) including approved budget date with the form. If the County's current budget is lower than the previous year, or the average of the last three years, the county is required to request a Waiver no later than forty-five (45) days after the county budget is approved.
- D. In a format provided by the Division, Form 4 – Staffing Detail and position descriptions of each funded county emergency management staff shall be submitted no later than **November 15, 2022**, or along with 1st quarter reimbursement submission, whichever occurs first.
- E. The final close-out report is due sixty (60) days after termination of this Agreement by **August 30, 2023**, or 60 days after completion of activities contained in this agreement, whichever occurs first.
- F. An administrative closeout may be conducted when a recipient is not responsive to the Division's reasonable efforts to collect required reports, forms, or other documentation needed to complete the standard award and/or closeout process. FDEM will make three written attempts to collect required information before initiating an administrative closeout. If an award is administratively closed, FDEM may decide to impose remedies for noncompliance per 2 C.F.R. § 200.338, consider this information in reviewing future award applications, or apply special conditions to existing or future award

**FY 2022– 2023 EMPA AGREEMENT
ATTACHMENT B
JUSTIFICATION OF ADVANCE PAYMENT**

RECIPIENT:

If you are requesting an advance, indicate same by checking the box below.

☐ **ADVANCE REQUESTED**

Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	Fiscal Year 2022 Anticipated Expenditures for First Three Months of Contract
<u>For example</u> ADMINISTRATIVE COSTS:	
<u>For example</u> PROGRAM EXPENSES:	
TOTAL EXPENSES:	

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include, but is not limited to the following: quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance)

****REQUESTS FOR ADVANCE PAYMENTS WILL BE CONSIDERED ON A CASE BY CASE BASIS****

Signature of Recipient/Subcontractor's Authorized Official

Date: _____

Name and Title of Recipient/Subcontractor's Authorized Official

**FY 2022 – 2023 EMPA AGREEMENT
ATTACHMENT C
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY
EXCLUSION**

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Subcontractor Covered Transactions

- (1) The prospective subcontractor of the Recipient, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

By: _____

Signature

Recipient's Name

Name and Title

Division Contract Number

Street Address

Project Number

City, State, Zip

Date

**FY 2022– 2023 EMPA AGREEMENT
ATTACHMENT D
WARRANTIES AND REPRESENTATIONS**

Financial Management

Recipient's financial management system must include the following:

- (1) Accurate, current, and complete disclosure of the financial results of this project or program.
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income, and interest.
- (3) Effective control over and accountability for all funds, property, and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request for Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

Competition

- (1) All procurement transactions shall be done in a manner to provide open and free competition.
- (2) Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements.
- (3) Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality, and other factors.
- (4) Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill for the bid or offer to be evaluated by the Recipient. All bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of Conduct

Recipient warrants the following:

- (1) The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts.
- (2) No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award.
- (3) The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.
- (4) The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from (Monday) through (Friday), and from (times) (08:00) to (17:00).

Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all the particular work for which they are hired by the Recipient.

**FY 2022 – 2023 EMPA AGREEMENT
ATTACHMENT E
STATEMENT OF ASSURANCES**

The Recipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including 2 C.F.R. Part 200; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also, the Applicant assures and certifies that:

16. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
16. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants (5 USC 1501, et. Seq.).
16. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.
16. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
5. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
6. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
7. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
8. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
9. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of Investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (See 36 CFR Part 800.8)

by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

10. It will comply, and assure the compliance of all its Recipients and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.

11. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

12. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

13. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a Recipient of funds, the Recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

14. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.

15. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

16. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620.

FY 2022 – 2023 EMPA AGREEMENT ATTACHMENT F-REPORTING FORMS

FLORIDA DIVISION OF EMERGENCY MANAGEMENT EMERGENCY MANAGEMENT PREAPAREDNESS AND ASSISTANCE GRANT PROGRAM 2022-2023 EMPA REPORTING FORMS	
2022-2023 QUARTERLY REPORTING FORMS	
QUARTERLY REPORTS INCLUDE: Division Form 1A - Quarterly Financial Report, Division Form 1B - Quarterly Tasks, Division Forms 2A & 2B Detail of Claims	
1.	These forms are to be submitted to Division each quarter.
2.	Complete Division Form 1A - Quarterly Financial Report by entering all information needed to support the claim for reimbursement, sign and date. Include a narrative in the box. Outlines of quarterly events, nor calendars will suffice for the required narrative.
3.	Complete Division Form 1B - Quarterly Tasks to support that deliverables and tasks are being completed as required throughout the agreement, sign and date.
4.	The Division Form 1A - Quarterly Financial Report form must be signed by the grant manager or someone with equal authority.
5.	The Division Form 2A & 2B Detail of Claims forms <u>must</u> accompany the Division Form 1A - Quarterly Financial Report each quarter.
6.	Deliverables and Claims for reimbursement may be submitted via Salesforce or by email to the appropriate Division Grant Manager according to applicable region.
FLORIDA DIVISION OF EMERGENCY MANAGEMENT 2555 SHUMARD OAK BOULEVARD TALLAHASSEE, FLORIDA 32399-2100 Attn: (Division Grant Manager)	
7.	It is the responsibility of the Recipient to properly notify the assigned Division Grant Manager when they upload required documentation to Salesforce or required platform. The Division is not responsible for delays to claim processing due to failure to notify the Division Grant Manager of document submissions via Salesforce.
DIVISION Form 3 - Local Budget Match:	
1.	The Division Form 3 - Local Budget Match must be submitted to the Division in Quarter 2 submission.
2.	EMPA grants shall be matched at an amount equal to the average of the last three years' level of county general revenue funding of the County Emergency Management Agency or the level of funding for the County Emergency Management Agency for the last fiscal year, whichever figure is lower.
3.	Division Form 3 - Local Budget Match Requirement shall be submitted to the Division when the local county budget is approved or by November 15, 2022 . The County shall provide a copy of the current Emergency Management Local Budget (General Revenue) including approved budget date. If a Recipient's county's current local budget is lower than the previous year, or the average of the last three previous years, the recipient shall request a Waiver no later than 45 days after the county budget is approved.
DIVISION Form 4 - Staffing Detail:	
1.	List ALL Emergency Management Agency staff, regardless of funding. Provide a total anticipated annual amount of Salaries and Benefits to be paid for each position. This form is due no later than November 15, 2022 or along with 1st quarter reimbursement submission, whichever occurs first. Please provide the Division updates to this form as necessary.
2.	Along with Division Form 4 - Staffing Detail, please provide position descriptions for EMPA funded staff.
3.	Along with the Division Form 4- Staffing Detail, please provide documented policies for any fringe benefits, incentives or special pay to be claimed through the grant.
DIVISION Form 5 - Close Out Report:	
1.	The Division Form 5 - Close Out Report is due sixty (60) days after termination of this Agreement by August 30, 2023 , or 60 days after completion of activities contained in this agreement, whichever occurs first. Before submitting the Division Form 5 - Close Out Report, please verify that the local general revenue budget match amount as reported on Division Form 3 - Local Budget Match, has not changed since originally reported to the Division. If a difference is found please immediately notify the Division in writing of the discrepancy and provide a detailed justification for the change accompanied by supporting documentation.
2.	The agreement cannot be considered closed until the Division Form 5 - Close Out Report has been received and approved by the Division.
Required documentation to support project expenditures:	
1.	Recipients shall maintain a grant/financial file with copies of supporting documentation for all paid project/program expenditures claimed during the grant period. Documentation of expenditures claimed for reimbursement through the grant will be reviewed and verified by Division staff. Acceptable documentation includes copies of purchase orders and paid vouchers, paid invoices or cancelled checks, paystubs, journal transfers, credit card and bank statements, etc. These documents should be submitted when requesting reimbursement.
2.	All claims for reimbursement shall be submitted on the approved Division Quarterly Financial Reporting forms. Claims not submitted on the proper forms or that are unsupported by proper documentation will not be processed and will be returned for additional support.
3.	Please ensure that the documentation submitted for review is legible.
4.	Please verify form calculations for accuracy before submitting to the Division for review each quarter.

[illegible]

**FY 2022 – 2023 EMPA AGREEMENT
ATTACHMENT F-REPORTING FORMS**

FLORIDA DIVISION OF EMERGENCY MANAGEMENT

2022-2023 EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE GRANT - EMPA

DIVISION FORM 1B - QUARTERLY TASKS

RECIPIENT:

QUARTER:

July 1 - Sept. 30

Emergency Management Personnel

EM Funded Staff Name & Position Title

DELIVERABLES/TASK REQUIREMENTS	ENTER DATE COMPLETED				COMMENTS
	QTR 1	QTR 2	QTR 3	QTR 4	
T1: Provide Division Exhibit 3, certification of a full-time Emergency Management Director (Q1, any updates Q2-Q4)					Use for explanation that supports Training & Exercise progression.
T1: Provide Division Form 4 - Staffing Detail and position descriptions for funded emergency management staff. (Q1, any updates Q2-Q4)					
T2: Provide Division Form 3 - Local Budget Match Requirement. (Q2, any updates Q3-Q4)					
T2: Submit a copy of the current and accurate County Emergency Management Local Budget (General Revenue) including the budget approval date (Q2, any updates Q3-Q4)					
T2: Submit a copy of the local EM general revenue expenditure (general ledger) report (Q2, any updates Q3-Q4)					
T3: Response Capabilities- Completean inventory of portable generators owned by the local governments which are capable of operating during a major disaster on the WEBEOC Equipment Inventory board no later than March 31, 2023 . (Q3, any updates Q4)					

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the conditions of the 2022-2023 EMPA agreement.

SIGNATURE:

AUTHORIZED REPRESENTATIVE

PRINTED NAME:

TITLE:

DATE:

FY 2022 – 2023 EMPA AGREEMENT ATTACHMENT F-REPORTING FORMS

FLORIDA DIVISION OF EMERGENCY MANAGEMENT 2022-2023 EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE GRANT - EMPA DIVISION FORM 2A - DETAIL OF CLAIMS						
RECIPIENT:		INCURRED DATE RANGE: Example: July 1 through November 5, 2022				
Please use separate Division Form 2A-Detail of Claims per allocation category. Please add additional pages or lines as needed for each allocation category. Please provide FEMA AEL numbers for EQUIPMENT expenditures only. Please provide a budget revision along with this form, if expenses being claimed are not allocated on the most recently approved budget. Please include the Costs Incurred Date Range in the applicable cell above. This is usually the quarterly period; however, a recipient may incorporate a larger date range to include a forgotten claim for reimbursement for a payment made the previous quarter (within the period of agreement). This allowance does not circumvent the four (4) required quarterly reporting forms submissions.						
ALLOCATION CATEGORIES						
PLEASE SELECT FROM THE LIST BELOW						
CATEGORY:		ORGANIZATION				
#	VENDOR	DESCRIPTION OF SERVICE OR EXPENSE	DATE OF PAYMENT FOR SERVICE OR EXPENSE (Include full date)	PAYMENT REFERENCE (CHECK#, PO#, JT#, etc.)	PURCHASE AMOUNT	Equipment FEMA AEL# (N/A if equipment was not purchased)
1	Ex: Electric Company	Monthly Utilities for July 2022	8/5/22	CK# 1001	\$ 300.00	N/A
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						
24						
25						
TOTAL					\$ 300.00	
By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the conditions of the 2022-2023 EMPA agreement.						
SIGNATURE:		AUTHORIZED REPRESENTATIVE				
PRINTED NAME:						
TITLE:						
DATE:						

**FY 2022 – 2023 EMPA AGREEMENT
ATTACHMENT F-REPORTING FORMS**

2022-2023 EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE GRANT PROGRAM DIVISION FORM 2B- DETAIL OF CLAIMS SALARIES AND FRINGE BENEFITS								
Pay Period:		From:		To:				
Sub-Recipient Name:								
Incurred Date Range:				Claim #:				
DOES THIS CLAIM FOR REIMBURSEMENT INCLUDE EXPENSES FOR ANY INCENTIVES OR SPECIAL PAY? Note: If this claim includes incentives or special pay, please provide FDEM with the written established policy for support.								
EM Funded staff Name	Total Salary Amount	FICA/Medicare	Retirement	Employee Life Insurance	Health/Dental Insurance	Workers Comp	Incentive Pay (if, Applicable)	Total Fringe Benefits
	\$ 15,000.00							
SubTotals	\$ 15,000.00							\$ -
Total Cost Charged to the Grant								\$ 15,000.00
"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."								
SIGNATURE:								
PRINTED NAME:								
TITLE:								
DATE:								

FLORIDA DIVISION OF EMERGENCY MANAGEMENT 2022-2023 EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE GRANT - EMPA LOCAL BUDGET MATCH REQUIREMENT DIVISION FORM 3 - LOCAL BUDGET MATCH									
	2022-2023 LOCAL	2021-2022 LOCAL	2020-2021 LOCAL	2019-2020 LOCAL	AVERAGE (PREVIOUS 3 YEARS)	LOWEST AVERAGE VS PREVIOUS YEAR	% 2021-2022 VS AVERAGE	\$ CHANGE 2021-2022 VS AVERAGE	\$ CHANGE 2021-2022 VS 2020-2021
RECIPIENT	(10/1/21- 9/30/22)	(10/1/20- 9/30/21)	(10/1/19- 9/30/20)	(10/1/18- 9/30/19)					
Florida County (name)	\$100,000	\$95,000	\$90,000	\$85,000	\$90,000	2020-2021	10%	\$10,000	\$5,000
This form is to be completed and sent when the Local County Budget is approved or by the end of the first quarter. Required with this form the recipient shall provide a copy of the current Emergency Management Local Budget (General Revenue) with the approved budget date. If the Recipient's county's current budget is lower than the last year or the average of the last three previous years, the county is required to request a waiver from the Division no later than forty-five (45) days after the county budget is approved.									
RULE 27P-19, FLORIDA ADMINISTRATIVE CODE									
(1) <u>Base Grants shall be matched at an amount either equal to the average of the previous three years' level of county general revenue funding of the County Emergency Management Agency or the level of funding for the County Emergency Management Agency for the last fiscal year, whichever figure is lower.</u> County general revenue funding for 911 services, emergency medical services, law enforcement, criminal justice, public works or other services outside the emergency management responsibilities assigned to the County Emergency Management Agency by Section 252.38, F.S., shall not be included in determining the "level of county funding of the County Emergency Management Agency." Each county shall certify compliance with this rule chapter and this rule, as a condition precedent to receipt of funding.									
(2) If the Base Grant recipient demonstrates that exceptional financial circumstances prevent the Base Grant recipient from complying with the match requirements in subsection 27P-19.011(1), F.A.C., then the Base Grant recipient may request that the Division authorize a reduction in the amount of match required. The match required shall not be reduced by a percentage amount in excess of reductions in funding for county 911 services, emergency medical services, law enforcement, criminal justice, public works or other emergency management related services. To be eligible for any reduction, the Base Grant recipient shall demonstrate and certify that the reduction is due to reductions in county general revenue funding and that the amount of the requested reduction is equivalent to across the board reductions in all county budgets. County requests for reduction shall be signed by the county's chief elected officer and the certification of reduction in county budget funding shall be signed by the county's chief financial officer. Requests shall certify the intent to return to pre-reduced funding as soon as practicable, and shall provide an estimate of the date at which the county will return to the current level of funding. Requests for reduction shall also be accompanied by financial data for the previous three years indicating: the level of county funding for the County Emergency Management Agency budget; budget detail regarding all individual items of the County Emergency Management Agency budget; and the proposed level of funding, for all budget items, if the reduction is authorized by the Division. <u>All requests for match reduction shall be submitted no later than forty-five (45) days after the county budget has been approved or by the first quarter by the governing body of the jurisdiction, or the opportunity to request shall be waived.</u>									
REQUIRED CERTIFICATION BY AUTHORIZED REPRESENTATIVE									
I, _____, certify that the above match requirements have been met in accordance with the 2022-2023 EMPA Agreement and Rule 27P-19, Florida Administrative Code.									
I, _____, certify that _____ (RECIPIENT'S COUNTY), will not meet the match requirement. Attached is the request for waiver.									
PRINTED NAME: _____									
TITLE: _____									
DATE: _____									

**FY 2022 – 2023 EMPA AGREEMENT
ATTACHMENT F-REPORTING FORMS**

FLORIDA DIVISION OF EMERGENCY MANAGEMENT 2022-2023 EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE GRANT - EMPA DIVISION FORM 4 - STAFFING DETAIL COUNTY EMERGENCY MANAGEMENT AGENCY ANTICIPATED SALARIES & BENEFITS									
SUB-RECIPIENT:			POINT OF CONTACT: Jane Doe, Planner						
EMPLOYEE INFORMATION			LOCAL		STATE AND FEDERAL				
#	Only funded Staff Name, Position Title & Area of Responsibility (Preparedness, Response, Recovery, Mitigation & Finance) [1]	Annual Total Salaries & Benefits \$ by Position [2]	% County General Fund (Local) [3]	% Other Local Funds [4]	% EMPA	\$ EMPA	% EMPG	\$ EMPG	% Total
					Base Grant (State) [5]	Base Grant (State) [6]	Base Grant (Federal) [7]	Base Grant (Federal) [8]	All Funds [9]
1	Ex. Jane Doe, Director, ALL	\$ 60,000.00			50%	\$ 30,000.00	50%	\$30,000.00	100%
2						\$ -		\$0.00	0%
3						\$ -		\$0.00	0%
4						\$ -		\$0.00	0%
5						\$ -		\$0.00	0%
6						\$ -		\$0.00	0%
7						\$ -		\$0.00	0%
8						\$ -		\$0.00	0%
9						\$ -		\$0.00	0%
10						\$ -		\$0.00	0%
11						\$ -		\$0.00	0%
12						\$ -		\$0.00	0%
13						\$ -		\$0.00	0%
14						\$ -		\$0.00	0%
15						\$ -		\$0.00	0%
16						\$ -		\$0.00	0%
17						\$ -		\$0.00	0%
18						\$ -		\$0.00	0%
19						\$ -		\$0.00	0%
20						\$ -		\$0.00	0%
TOTAL						\$ 30,000.00		\$30,000.00	
DIRECTIONS:									
1. In Column #1, list the name, position title and area of responsibility(s) for all funded EMPA Emergency Management staff .									
2. In Column #2, list total anticipated annual amount of Salaries and Benefits to be paid for each EM funded position.									
3. In Columns #3-5 & 7, provide the funding distribution (%) in each applicable column.									
4. In Column #6, list the amount of Salaries and Benefits to be paid out of EMPA grant funds.									
5. In Column #8, list the amount of Salaries and Benefits to be paid out of EMPG grant funds.									
6. Column #9 calculates the sum of percentages entered in Columns 3 - 5 & 7 and must equal 100% of the anticipated annual salaries and benefits per EM position.									
7. Please provide to the Division updates or revisions to this form throughout the period of the agreement, as necessary.									
8. This form is to be submitted to the Division along with the 1st Quarter submission, or by November 15, 2022, whichever occurs first.									

**FY 2022 – 2023 EMPA AGREEMENT
ATTACHMENT F-REPORTING FORMS**

FLORIDA DIVISION OF EMERGENCY MANAGEMENT 2022-2023 EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE GRANT - EMPA DIVISION FORM 5-CLOSE-OUT REPORT						
DIVISION FORM 5 - CLOSEOUT REPORT shall be completed and submitted to the Division no later than sixty (60) days after the termination date of the agreement. The 2022-2023 period of agreement ends on June 30, 2023. DIVISION Form 5 is due by August 30, 2023.						
RECIPIENT:		AGREEMENT#:				
POINT OF CONTACT:		EMPA AWARD AMOUNT:				
PHONE/EMAIL:		UNCLAIMED BALANCE:				
REIMBURSEMENTS RECEIVED BY THE RECIPIENT (Include any advanced funds and final requested payment)						
ALLOCATION CATEGORIES	ALLOCATIONS	DATE	AMOUNT			
1. PLANNING	\$ -		\$ -			
2. ORGANIZATION						
3. TRAINING						
4. EXERCISE						
5. EQUIPMENT						
6. MANAGEMENT AND ADMIN.						
\$ -			\$ -			
AWARD AMOUNT: \$ -						
(LESS ADVANCED FUNDS)						
(LESS REIMBURSEMENTS) \$ -						
UNCLAIMED BALANCE OF AWARD \$ -						
In accordance with Rule 27P-19.011, Florida Administrative Code, base grants shall be matched at an amount either equal to the average of the previous three years' level of county general revenue funding of the County Emergency Management Agency or the level of funding for the County Emergency Management Agency for the last fiscal year, whichever is lower. Required with this form, the county needs to provide a copy of the current EM local budget (general revenue) and general ledger expenditure report as of 6/30/2023.						
RECIPIENT	2022-2023 LOCAL	2021-2020 LOCAL	2020-2019 LOCAL	2019-2018 LOCAL	AVERAGE OF PREVIOUS 3 YEARS	2022-2023 EM LOCAL GENERAL REVENUE EXPENDITURES
Exmple: FL County						
SIGNATURE REQUIRED						
By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the conditions of the 2022-2023 EMPA agreement.						
SIGNATURE AND DATE:		AUTHORIZED REPRESENTATIVE				
PRINTED NAME AND TITLE:						
Refund and/or final interest checks are due no later than ninety (90) days after the expiration of the agreement. Please submit this form and supporting documentation to: Florida Division of Emergency Management, 2555 Shumard Oak Blvd., Tallahassee, FL 32399, Attn: (Division Grant Manager)						
BELOW TO BE COMPLETED BY DIVISION						
SIGNATURE AND DATE:		DIVISION GRANT MANAGER				
SIGNATURE AND DATE:		DIVISION PROGRAMMATIC REVIEWER				

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: November 1, 2022

PRESENTER: Paul Blackman, Sheriff

SUBJECT/TITLE: Request approval of Budget Amendment 21-22-140 to realign Sheriff budgets for FY21/22 yearend cleanup within the General Fund.

STATEMENT OF ISSUE

Budget amendment 21-22-140 is necessary to realign Sheriff's budgets for FY21/22 on the Board side to align with the budget on the Sheriff's books

RECOMMENDED ACTION

Move to approve Budget Amendment 21-22-140 to realign Sheriff budgets for FY21/22 yearend cleanup within the General Fund.

FISCAL IMPACT

There is no fiscal impact to Fund 005 (General) or the overall budget. This budget amendment is realigning budgeted funds within cost center 1030 (Gen OP Cthse Security), 3101 (Sheriff) and 3323 (Detention and Correction between accounts 51001 (Personal Services Elected Official), 53001 (Operating Expense Elected Official) and 56001 (Capital Outlay Elected Official).

Attachments: [21-22-140 Sheriff Yearend Cleanup \(BA\).pdf](#)

REVIEWED
O.M.B DEPARTMENT

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

SUBMITTED BY: Sheriff

BOARD OF COUNTY COMMISSIONERS

PAGE 2 of 2

BUDGET AMENDMENTS

REQUEST NUMBER 21-22-140

[illegible]

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: Nov 1, 2022

PRESENTER: Paul Blackman, Sheriff

SUBJECT/TITLE: Request adoption of Resolution 22-23-17 for Budget Amendment 22-23-015 to rollover and appropriate additional grant funds received for Project 21061 BPV FY21-22 Project into FY22/23.

STATEMENT OF ISSUE

This budget amendment is necessary to roll forward and setup project funds from FY21/22 into FY22/23 for BPV FY21-22 (21061) to accomplish the grant/program goals for FY22/23.

RECOMMENDED ACTION

Move to adopt Resolution 22-23-17 for Budget Amendment 22-23-015.

FISCAL IMPACT

The fiscal impact is an increase to Fund 005 (General) and the overall budget in the amount of \$3,074.00.

Attachments: [22-23-015 Sheriff BPV Rollover \(BA\).pdf](#)
[22-23-015R Sheriff BPV Rollover \(Resolution\).pdf](#)

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

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

DATE: 10/25/2022

SUBMITTED BY: Sheriff

FUND(S): 005 FUND TITLE(S): General COST CENTER(S) #: 3101

PROJECT(S) #: 21061 PROJECT TITLE(S): BPV FY21-22 COST CENTER TITLE(S): Sheriff-005

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
				Project Fund Balance					
R	005		3999100Z	Forward	21061	0.00	187.81		187.81
R	005		3661000Z	Project Donations/ Contributions	21061	0.00	2,886.19		2,886.19
E	005	3101	53001Z	Project Operating Expense	21061	0.00	3,074.00		3,074.00
									0.00
									0.00
									0.00
									0.00

REASON: To roll forward and setup additional project BPV FY21-22 (21061) grant funds from FY21/22 into FY22/23 in accordance with FYE balances.

OFFICE USE ONLY

OMB RECOMMENDATION:

REQUEST # 22-23-015

TRANSFER TYPE:

Approval

ACTION:

Board Approved Denied
County Administrator Approved Denied

ITEM TO ITEM
RESERVE
XX BY RESOLUTION
SUPPLEMENTAL BUDGET

Denial

SIGNATURE: _____

DATE: / /

Signature: _____

Posted by Clerk: _____

RESOLUTION NO. 22-23-17

**A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA
PERTAINING TO BUDGET AMENDMENT 22-23-015 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 22-23-015 is hereby approved and authorized to roll forward and setup additional Grant project funding from FY21/22 into FY22/23 for Project 21061 BPV FY21-22 for a net increase of \$3,074.00.

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 1st day of November, 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: Nov 1, 2022

PRESENTER: Laurie A. Hurner, Interim County Administrator

SUBJECT/TITLE: Request approval to concur with the Florida Department of Health's appointment of Jennifer Roth as the Administrator of the Florida Department of Health in Highlands County.

STATEMENT OF ISSUE

Jennifer Roth was recently selected for the position of Highlands County Health Department Administration. Although appointed to this position by the State, Florida Statute requires the Board of County Commissioners to concur with their selection.

RECOMMENDED ACTION

Move approval to concur with the Florida Department of Health's appointment of Jennifer Roth as the Administrator of the Florida Department of Health in Highlands County, pursuant to Section 154.04 , Florida Statutes.

FISCAL IMPACT

No fiscal impact

Attachments: [Jennifer Roth Resume 2022.pdf](#)

Jennifer Roth

EXPERIENCE

Florida Department of Health - Lee County - *Assistant County Health Department Director*

2020 - PRESENT

- Directs the Environmental Health and Engineering, Health Promotions, WIC, and Communicable Disease divisions of DOH-Lee, comprising approximately 140 employees.
- Responsible for annual operating budget of four divisions totaling \$8 million.
- Works with county government and community partners to implement policies that align with the State Health Improvement Plan and local CHIP to improve the health of the local population.
- Serves as Delegated Authority for local Health Officer.

Key Achievements

- Increased number of positions and helped implement a new county fee for on-site septic operations.
- Partnered with faith-based organizations to increase education and awareness of COVID vaccination for minority populations.

Florida Department of Health - Lee County - *Biological Administrator*

2013 - 2020

- Served as member of DOH-Lee Leadership Team.
- Supervised 10 staff members and managed department budget of \$1 million, including Public Health Emergency Preparedness (PHEP) grant, Hepatitis 09 grant, and COVID funding.
- Served as Incident Commander for county health department functions during Hurricane Irma.
- Member of the Southwest Florida Healthcare Coalition.
- Shared on-call responsibilities and served as lead for infectious disease response, including Ebola, Zika, Hepatitis A, and COVID.
- Functioned as infectious disease subject matter expert for on-camera interviews with local media.

Key Achievements

- Successfully increased Epidemiology quality assessment score from 83% to 100% - led DOH-Lee to surpass state average in all 7 measured performance areas.
- Published NACCHO article on county health department Zika response.
- Conducted Ebola and Zika exercises with all 5 local hospitals and county Emergency Management team.
- Lead data analyst for Florida Healthy Babies grant initiative and infant mortality disparity countywide task force.

Jennifer Roth

Florida Department of Health - *Florida EIS Fellow*

2012 - 2013

- Reportable disease and outbreak investigation.
- Surveillance monitoring for Lee County.
- Deployed across the state of Florida in emergency disease response capacity.

Key Achievements

- Lead investigator for healthcare acquired infection outbreak in Charlotte County.
- Deployed to Marion County to assist with fungal meningitis outbreak response.
- Partnered with 5 local hospitals and 3 urgent care centers to implement ESSENCE program for the first time in Lee County.
- Established weekly syndromic surveillance report with Lee County School District.

Johns Hopkins Hospital and Medical School, Baltimore, MD - *Research Program Coordinator*

2009 - 2012

- Developed all protocols and procedures for infectious disease response protocol.
- Monitored data quality and implemented data controls to prevent errors.
- Provided budget oversight and monitoring of NIH R01 grant.

Key Achievements:

- Increased participant recruitment and retention by 20%.
- Provided oversight to 3 separate studies on specimen repository management and completed submissions to NIH and IRB before deadlines.
- Improved research clinic flow which increased the number of patients seen daily by 25%.

EDUCATION AND TRAINING

The George Washington University, Washington, DC - *Master of Science in Public Health*
(2012)

University of Maryland, College Park, MD - *Bachelor of Science, Microbiology* (2009)
Magna cum laude

FEMA courses - *ICS 100, 200, 300, 400, 700, 800*

PROFESSIONAL AFFILIATIONS

- National Association of County and City Health Officials - Immunization Workgroup (2019 - present)
- Regional HIV/AIDS Advisory Consortium Area 8 - Finance Committee Chair, Bylaws Committee Co-chair (2019 - present)
- Healthy Lee Executive Board - Member (2022 - present)

Jennifer Roth

AWARDS

- Florida TaxWatch Institute Prudential Productivity Individual Cash Award (2015)
- Monetary bonus, Florida Department of Health (2014)
- Practicum Research Fellowship Award, The George Washington University (2011)

PUBLICATIONS AND PRESENTATIONS

Roth, J. (2016). How two local health departments have responded to the Zika virus. *NACCHO Exchange*, 15(3), Environmental Health, 9-10.

Roth, Jennifer (2015). Ebola Outbreak in West Africa and Florida Response, January 2015. –*Association for Professionals in Infection Control and Epidemiology Southwest Florida Chapter Keynote Address*.

Roth, Jennifer (2014). Reportable Diseases in the State of Florida, May 2014. –*Lee Memorial Health Systems Grand Rounds presentation*.

Roth, Jennifer (2013). Outbreak of carbapenem-resistant *Klebsiella pneumoniae* infection in an acute care hospital. *Florida Department of Health*. Bureau of Epidemiology Grand Rounds.

Contributing author (2013). Florida Morbidity Statistics Report 2012. –*Florida Department of Health*.

Estrella, M., Sisson, S., **Roth, J.**, & Choi, M. (2012). Efficacy of an internet-based tool for improving physician knowledge of chronic kidney disease: An observational study. *BMC Nephrology*, 13(126).

Tatem, A., Huang, Z., Das, A., Qi, Q., **Roth, J.**, & Qiu, Y. (2012). Air travel and vector-borne disease movement. *Parasitology*, 1-15. doi: 10.1017/S0031182012000340

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: November 1, 2022

PRESENTER: Sherry G. Sutphen, County Attorney

SUBJECT/TITLE: Request adoption of Resolution 22-23-18 pertaining to the regular meeting schedule of the Highlands County Board of County Commissioners.

STATEMENT OF ISSUE

On October 18, 2022, the Board considered a change to their regular meeting schedule. In order to meliorate a scheduling issue, the consensus of the Board was to bring back a Resolution changing the meeting schedule to regular meetings being held on the first and third Tuesday of each month except those meeting weeks wherein a nationally recognized holiday falls on a Monday. In such meeting weeks wherein a nationally recognized holiday falls on a Monday, the regular meeting shall be held on Thursday instead of Tuesday.

RECOMMENDED ACTION

Move to adopt Resolution 22-23-18 pertaining to the regular meeting schedule of the Highlands County Board of County Commissioners.

Attachments: [Resolution_22.23.18-REGULAR_MEETING_SCHEDULE.SGS.pdf](#)

RESOLUTION NO. 22-23-18

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE REGULAR MEETING SCHEDULE OF THE HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING A REGULAR MEETING SCHEDULE; 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 125.01, provides Highlands County with the power to carry on county government including adopting its own rules of procedure and setting the time and place of its official meetings; and

WHEREAS, Highlands County conducts its business by holding regular meetings on the first and third Tuesday of each month; and

WHEREAS, there are many nationally recognized holidays which fall on a Monday, making preparation for a Tuesday board meeting difficult; and

WHEREAS, Highlands County has determined that it would be more effective for conducting County business to revise its regular meeting schedule for those meeting weeks wherein a nationally recognized holiday falls on a Monday.

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. Regular Meeting Schedule. At the beginning of each calendar year, the regular meeting schedule shall be developed for the Highlands County Board of County Commissioners, with regular meetings being held on the first and third Tuesday of each month except those meeting weeks wherein a nationally recognized holiday falls on a Monday. In such meeting weeks wherein a nationally recognized holiday falls on a Monday, the regular meeting shall be held on Thursday instead of Tuesday.

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 regular meeting schedule for the Highlands County Board of County Commissioners, 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 City Attorney, may be corrected.

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

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

SECTION 8. Effective Date. This Resolution shall become effective immediately upon adoption.

DONE AND ADOPTED, this 1st day of November, 2022.

**BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA**

By: _____
Kathleen G. Rapp, Chairperson

(SEAL)

ATTEST:

Jerome Kaszubowski, Clerk

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: November 1, 2022

PRESENTER: Lucy Castillo, Housing Programs Coordinator

SUBJECT/TITLE: Request adoption of Resolution 22-23-12 for Budget Amendment 22-23-009 to bring fund balance forward and realign FY 22-23 for Project 20366 and associated SHIP accounts to pay for expenses.

STATEMENT OF ISSUE

The State Housing Initiatives Partnership (SHIP) is funded by the State of Florida Housing Trust Fund which derives its revenues from documentary stamp fees resulting from real estate transactions. State funds are distributed to Florida Counties based upon population. No revenue from local ad valorem taxes is used for these purposes.

Budget Amendment 22-23-009 is being proposed to bring fund balance forward and realign the FY 22-23 for project 20366 SHIP Phase 29 in the amount \$294,947.05 to pay for expenses associated with the SHIP program.

RECOMMENDED ACTION

Move to adopt Resolution 22-23-12 for Budget Amendment 22-23-009 to bring fund balance forward and realign FY 22-23 for Project 20366 and associated SHIP accounts to pay for expenses.

FISCAL IMPACT

The Fiscal Impact is an increase to Fund 166 (SHIP) in the amount of \$294,947.05 is being appropriated into cost center 5367 (SHIP Program), \$40,841.13 into account 54909Z (Project Down Payment), \$29,947.05 into account 54910Z (Project Rehabilitation), \$85,000.00 into account 54942Z (Project Emergency Housing), and \$180,000 into account 54948Z (Project Disaster Assistance). The amount, \$40,841.13 is being decreased from cost center 5366 (SHIP Administration), account 51200Z (Project Regular Salaries).

Attachments: [22-23-009 SHIP Project 20366 \(BA\).pdf](#)
[22-23-009R SHIP 20366 \(Resolution\).pdf](#)

October 20, 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: Lucy Castillo

FUND(S): 166 FUND TITLE(S): SHIP COST CENTER(S) #: 5366; 5367

PROJECT(S) #: 20366 PROJECT TITLE(S): SHIP PH 29 FY 22-23 COST CENTER TITLE(S): SHIP Administrative; SHIP Program

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
				Project Fund Balance					
R	166		3999100Z	Forward	20366	235,911.00	294,947.05		530,858.05
				Project Regular					
E	166	5366	51200Z	Salaries	20366	57,793.00		40,841.13	16,951.87
				Project Down Payment					
E	166	5367	54909Z	Assist	20366	40,000.00	40,841.13		80,841.13
				Project Rehabilitation					
E	166	5367	54910Z		20366	85,000.00	29,947.05		114,947.05
				Emergency Housing					
E	166	5367	54942Z	Assistance	20366	0.00	85,000.00		85,000.00
				Project Disaster					
E	166	5367	54948Z	Assistance	20366	0.00	180,000.00		180,000.00

REASON: To bring fund balance forward and realign the FY 22-23 budget to pay for expenses associated with the SHIP Program.

OFFICE USE ONLY

OMB RECOMMENDATION:

REQUEST # 22-23-009

TRANSFER TYPE:

_____ Approval

ACTION:

_____ Denial

Board _____ Approved _____ Denied
County Administrator _____ Approved _____ Denied

XX ITEM TO ITEM
RESERVE
XX BY RESOLUTION
SUPPLEMENTAL BUDGET

SIGNATURE: _____

DATE: _____ / _____ / _____

Signature: _____

Posted by Clerk: _____

RESOLUTION NO. 22-23-12

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 22-23-009 TO THE STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) FUND; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF BUDGET AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Highlands County has determined that the following budget amendment is necessary and proper within the State Housing Initiatives Partnership (SHIP) 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 22-23-009 is hereby approved and authorized to bring fund balance forward for Project 20366 with an increase in the amount of \$294,947.05.

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

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

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

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

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

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

PASSED AND ADOPTED this 1st day of November, 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: Nov 1, 2022

PRESENTER: David Nitz, OMB Manager
Angie Bollinger, Sr. Budget Analyst

SUBJECT/TITLE: Request adoption of Resolution 22-23-15 for Budget Amendment 22-23-013 to roll projects that were not rolled in the budget process nor completed in FY21-22 into FY22-23 according to actuals after end-of-year close-out.

STATEMENT OF ISSUE

This budget amendment is necessary to roll projects that were not rolled in the budget process nor completed in FY21-22 into FY22-23 according to actuals after end-of-year close-out.

RECOMMENDED ACTION

Move to adopt Resolution 22-23-15 for Budget Amendment 22-23-013 to roll projects into FY22-23.

FISCAL IMPACT

The fiscal impact for FY 22-23 is an increase to Fund 005 (General), Fund 151 (Infrastructure Surtax), Fund 180 (Building), Fund 350 (HCISSRB Construction), and Fund 401 (Solid Waste) in the amounts of \$17,567,384.25, \$1,550,413.07, \$2,200,000.00, \$9,960,319.10, and \$3,228,315.30 respectively, for an overall budget increase of \$34,506,431.72.

Attachments: [22-23-013 Project Rollover \(BA\).pdf](#)
[22-23-013R Proj Rollover \(Resolution\).pdf](#)

October 21, 2022

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

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

DATE: 8/19/2022

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
				Project Fund Balance					
R	005		3999100Z	Forward	19040	0.00	2,583,422.08		2,583,422.08
E	005	3996	56200Z	Project Buildings	19040	0.00	2,583,422.08		2,583,422.08
				Project Fund Balance					
R	005		3999100Z	Forward	20056	0.00	2,719,304.72		2,719,304.72
E	005	3996	53100Z	Project Professional SVC	20056	0.00	3,294.75		3,294.75
E	005	3996	59010Z	Project Transfers Out	20056	0.00	2,522,453.00		2,522,453.00
				Project Reserve for					
E	005	3996	59905Z	Contingency	20056	0.00	193,556.97		193,556.97

REASON: To rollover Board approved projects not rolled from FY21-22 into FY22-23 in accordance with available balances.

OFFICE USE ONLY

OMB RECOMMENDATION:

REQUEST # 22-23-013

TRANSFER TYPE:

_____ Approval

ACTION:

_____ Denial

Board _____ Approved _____ Denied
County Administrator _____ Approved _____ Denied

XX ITEM TO ITEM
RESERVE
XX BY RESOLUTION
SUPPLEMENTAL BUDGET

SIGNATURE: _____

Signature: _____

DATE: _____ / _____ / _____

Posted by Clerk: _____

Form Revised 08/05/2020

BOARD OF COUNTY COMMISSIONERS

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BUDGET AMENDMENTS

REQUEST NUMBER 22-23-013

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	005		3999100Z	Project Fund Balance Forward	20071	0.00	4,999,870.80		4,999,870.80
E	005	3996	53100Z	Project Professional Services	20071	0.00	100,000.00		100,000.00
E	005	3996	54900Z	Project Other Chgs & Obligations	20071	0.00	870.80		870.80
E	005	3996	56100Z	Project Land	20071	0.00	250,000.00		250,000.00
E	005	3996	56200Z	Project Buildings	20071	0.00	4,649,000.00		4,649,000.00
R	005		3999100Z	Project Fund Balance Forward	20072	0.00	4,456,095.10		4,456,095.10
E	005	3996	56300Z	Project Improvements	20072	0.00	4,456,095.10		4,456,095.10
R	005		3999100Z	Project Fund Balance Forward	20075	0.00	1,000,000.00		1,000,000.00
E	005	3996	58102Z	Govt Agency - Admin/Govt	20075	0.00	1,000,000.00		1,000,000.00
R	005		3999100Z	Project Fund Balance Forward	20076	0.00	207,850.00		207,850.00
E	005	3996	56200Z	Project Buildings	20076	0.00	207,850.00		207,850.00
R	005		3999100Z	Project Fund Balance Forward	20077	0.00	258,000.00		258,000.00
E	005	3996	56200Z	Project Buildings	20077	0.00	258,000.00		258,000.00
R	005		3999100Z	Project Fund Balance Forward	20078	0.00	205,000.00		205,000.00
E	005	3996	53100Z	Project Professional SVC	20078	0.00	205,000.00		205,000.00
R	005		3999100Z	Project Fund Balance Forward	20079	0.00	114,700.00		114,700.00
E	005	3996	55200Z	Project Operating Supplies	20079	0.00	25,000.00		25,000.00

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BUDGET AMENDMENTS

REQUEST NUMBER 22-23-013

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	005	3996	56400Z	Project Equipment	20079	0.00	89,700.00		89,700.00
R	005		3999100Z	Project Fund Balance Forward	20081	0.00	150,000.00		150,000.00
E	005	3996	56810Z	Proj PC Software Purch \$25K+	20081	0.00	150,000.00		150,000.00
R	005		3999100Z	Project Fund Balance Forward	20082	0.00	124,610.02		124,610.02
E	005	3996	56200Z	Project Buildings	20082	0.00	124,610.02		124,610.02
R	005		3999100Z	Project Fund Balance Forward	20083	0.00	100,000.00		100,000.00
E	005	3996	56200Z	Project Buildings	20083	0.00	100,000.00		100,000.00
R	005		3999100Z	Project Fund Balance Forward	20084	0.00	21,170.51		21,170.51
E	005	3996	51200Z	Project Regular Salaries	20084	0.00	17,022.80		17,022.80
E	005	3996	52100Z	Project FICA Taxes	20084	0.00	1,302.04		1,302.04
E	005	3996	52200Z	Project Retirement Cont	20084	0.00	1,729.83		1,729.83
E	005	3996	52300Z	Project Life & Health Ins	20084	0.00	1,091.90		1,091.90
E	005	3996	52400Z	Project Workers' Comp	20084	0.00	23.94		23.94
E	151	3101B	56200	Buildings	21030	197,460.00		197,460.00	-
E	151	3101B	56200Z	Project Buildings	21030	65,000.00	197,460.00		262,460.00
R	151		3999100Z	Project Fund Balance Forward	21032	0.00	402,529.11		402,529.11
E	151	2672A	56300Z	Project Improvements	21032	693,000.00	402,529.11		1,095,529.11

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BUDGET AMENDMENTS

REQUEST NUMBER 22-23-013

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	151		3999100Z	Project Fund Balance Forward	21033	0.00	200,000.00		200,000.00
E	151	2672A	56200Z	Project Buildings	21033	200,000.00	200,000.00		400,000.00
R	151		3999100Z	Project Fund Balance Forward	21034	0.00	28,805.46		28,805.46
E	151	2672A	56400Z	Project Equipment	21034	60,813.00	28,805.46		89,618.46
R	151		3999100Z	Project Fund Balance Forward	21035	0.00	500,695.74		500,695.74
E	151	2111A	56400Z	Project Equipment	21035	200,000.00	500,695.74		700,695.74
R	151		3999100Z	Project Fund Balance Forward	21036	0.00	23,982.76		23,982.76
E	151	2672A	56400Z	Project Equipment	21036	50,000.00	23,982.76		73,982.76
R	151		3999100Z	Project Fund Balance Forward	21037	0.00	74,400.00		74,400.00
E	151	3991A	56400Z	Project Equipment		50,000.00		50,000.00	-
E	151	3991A	56400Z	Project Equipment	21037	0.00	124,400.00		124,400.00
R	151		3999100Z	Project Fund Balance Forward	21039	0.00	100,000.00		100,000.00
E	151	4102A	56200	Buildings	21039	100,000.00		100,000.00	-
E	151	4102A	56100Z	Project Land	21039	0.00	200,000.00		200,000.00
R	151		3999100Z	Project Fund Balance Forward	21040	0.00	220,000.00		220,000.00
E	151	4102A	56300Z	Project Improvements	21040	300,000.00		300,000.00	-
E	151	4102A	56301Z	Proj Capital Infrastructure	21040	0.00	520,000.00		520,000.00

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BUDGET AMENDMENTS

REQUEST NUMBER 22-23-013

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	180		3999100Z	Project Fund Balance Forward	21054	0.00	2,200,000.00		2,200,000.00
E	180	3440A	56200Z	Project Buildings	21054	0.00	2,200,000.00		2,200,000.00
R	350		3999100Z	Project Fund Balance Forward	21064	39,550.00	9,960,319.10		9,999,869.10
E	350	2680F	56200Z	Project Buildings	21064	39,550.00	9,960,319.10		9,999,869.10
R	005		3999100Z	Project Fund Balance Forward	21068	0.00	42,064.59		42,064.59
E	005	3996	58301Z	Other - Individuals	21068	0.00	42,064.59		42,064.59
R	005		3999100Z	Project Fund Balance Forward	21069	0.00	22,758.71		22,758.71
E	005	3996	58301Z	Other - Individuals	21069	0.00	22,758.71		22,758.71
R	005		3999100Z	Project Fund Balance Forward	21070	0.00	1,437.72		1,437.72
E	005	3996	55200Z	Project Operating Supplies	21070	2,499.23	1,437.72		3,936.95
R	401		3999100Z	Project Fund Balance Forward	21078	0.00	3,228,315.30		3,228,315.30
E	401	4210	56300Z	Project Improvements	21078	6,000,000.00	3,228,315.30		9,228,315.30
R	005		3999100Z	Project Fund Balance Forward	21084	0.00	42,000.00		42,000.00
E	005	3996	58102Z	Govt Agency - Admin/Govt	21084	0.00	42,000.00		42,000.00
R	005		3999100Z	Project Fund Balance Forward	21085	0.00	24,000.00		24,000.00
E	005	3996	58102Z	Govt Agency - Admin/Govt	21085	0.00	24,000.00		24,000.00

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BUDGET AMENDMENTS

REQUEST NUMBER 22-23-013

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	005		3999100Z	Project Fund Balance Forward	21086	0.00	340,000.00		340,000.00
E	005	3996	58102Z	Govt Agency - Admin/Govt	21086	0.00	340,000.00		340,000.00
R	005		3999100Z	Project Fund Balance Forward	21087	0.00	3,500.00		3,500.00
E	005	3996	58102Z	Govt Agency - Admin/Govt	21087	0.00	3,500.00		3,500.00
R	005		3999100Z	Project Fund Balance Forward	21088	0.00	27,500.00		27,500.00
E	005	3996	58102Z	Govt Agency - Admin/Govt	21088	0.00	27,500.00		27,500.00
R	005		3999100Z	Project Fund Balance Forward	21089	0.00	19,800.00		19,800.00
E	005	3996	58102Z	Govt Agency - Admin/Govt	21089	0.00	19,800.00		19,800.00
R	005		3999100Z	Project Fund Balance Forward	21090	0.00	22,300.00		22,300.00
E	005	3996	58102Z	Govt Agency - Admin/Govt	21090	0.00	22,300.00		22,300.00
R	005		3999100Z	Project Fund Balance Forward	21091	0.00	42,500.00		42,500.00
E	005	3996	58102Z	Govt Agency - Admin/Govt	21091	0.00	42,500.00		42,500.00
R	005		3999100Z	Project Fund Balance Forward	21092	0.00	39,500.00		39,500.00
E	005	3996	58102Z	Govt Agency - Admin/Govt	21092	0.00	39,500.00		39,500.00
									-
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BUDGET AMENDMENTS

REQUEST NUMBER 22-23-013

FUND(S)	FUND TITLE(S)
005	General
151	Infrastructure Surtax
180	Building
350	HCISSRB Construction
401	Solid Waste

COST CTR(S)	COST CENTER TITLE(S)
3996	Emergency/Disaster Relief
3101B	Sheriff 151
2672A	Building Operations/Maintenance 151
2111A	Central Services - Fund 151
3991A	Emergency Operations Center - 151
4102A	Transportation Projects
3440A	Building Department - 180
2680F	HCISSR LTD Capital 2021
4210	Refuse Disposal System

FND	CST CTR	PROJ #	PROJECT TITLE
005	3996	19040	EOC Bldg Remodel (ARPA)
005	3996	20056	American Rescue Plan Act
005	3996	20071	Hurricane Shelter/Civic Ctr (ARPA)
005	3996	20072	County Broadband (ARPA)
005	3996	20075	Septic to Sewer EOC (ARPA)
005	3996	20076	Emergency Storage Facility (ARPA)
005	3996	20077	R&B Bldg Expansion (ARPA)
005	3996	20078	COVID Jail Master Plan (ARPA)
005	3996	20079	HC Libraries Outreach (ARPA)

FND	CST CTR	PROJ #	PROJECT TITLE
005	3996	20081	Development Svcs Software (ARPA)
005	3996	20082	Annex Remodel - 1st Floor (ARPA)
005	3996	20083	R&B Main Facility Upgrade (ARPA)
005	3996	20084	Admin Project Mgmt (ARPA)
151	3101B	21030	SO Building
151	2672A	21032	County Facility Improvements
151	2672A	21033	County Facility Roof Replacements
151	2672A	21034	Generator Replacement
151	2111A	21035	Capital Outlay <\$25K
151	2672A	21036	HVAC Unit Replacements
151	3991A	21037	EM AC/Generator Replacements
151	4102A	21039	ROW Land Acquisition
151	4102A	21040	Drainage Improvements
180	3440A	21054	Bldg Dept Bldg Expansion
350	2680F	21064	Co Jail Facility/Expansion
005	3996	21068	CAC Household Assistance
005	3996	21069	Healthy Fam Household Assistance
005	3996	21070	Veterans Svcs Outreach
401	4210	21078	Landfill Cell No 5
005	3996	21084	SNL Auto Flushing Stations (ARPA)
005	3996	21085	SNL Water Booster Stations (ARPA)
005	3996	21086	SNL Bypass Pump (ARPA)
005	3996	21087	SNL Remote Pressure Sensor (ARPA)
005	3996	21088	SNL Unit 16 Analyzer (ARPA)
005	3996	21089	SNL Unit 23 Modifications (ARPA)
005	3996	21090	SNL Water Pressure Valve (ARPA)
005	3996	21091	SNL Water System VFD (ARPA)
005	3996	21092	SNL Water Tank Mixer (ARPA)

Form Revised 08/05/2020

RESOLUTION NO. 22-23-15

**A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA
PERTAINING TO BUDGET AMENDMENT 22-23-013 TO
THE GENERAL, INFRASTRUCTURE SURTAX, BUILDING,
HCISSRB CONSTRUCTION, AND SOLID WASTE 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, Infrastructure Surtax, Building, HCISSRB Construction, and Solid Waste 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 22-23-013 is hereby approved and authorized to roll projects that were not rolled in the budget process nor completed in FY21-22 into FY22-23 according to actuals after end-of-year close-out to maintain the authorized balances for a net increase in the amount of \$34,506,431.72.

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

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

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

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

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

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

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

PASSED AND ADOPTED this 1st day of November, 2022.

HIGHLANDS COUNTY, FLORIDA

By: _____
Kathleen A. Rapp, Chairperson

ATTEST:

Jerome Kaszubowski, Clerk of Court

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: November 1, 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 26, 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	Sheriffs Tower Capacity Issue	
N/A	Board and Committee Updates	

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: November 1, 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 20, 2022.

RECOMMENDED ACTION

This information is being provided for informational purposes.

FISCAL IMPACT

There is no fiscal impact.

Attachments: [Commissioner's Priorities \(FINAL\) 11.01.2022.pdf](#)
[Project Updates \(FINAL\) 11.01.2022.pdf](#)

#	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. The entire project is 90% complete with some issues remaining gathering the necessary hardware data from the city to generate an quality hydraulic model. Hope they have the time to complete the ask.	Fall 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

#	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	Phase 1 construction begins on 10-17-2022	Ongoing
8	Engineering	CR 623 Improvements - Project #18009 (Kenilworth Blvd)	Construction began 02/01/2022 - On Schedule	Final Walk-through with FDOT	10/19/22
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	All Work completed except thermo plastic striping and electrician installation for light poles. Due to manufactures delays in delivery of light poles an additional Change Order will be needed extending the project Substantial Completion Date of 10/17/22 and Final Completion Date of 11/16/22 to a further date.	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	The consultant is working on preliminar assessment of design and review of existing drawings. Geological testing of the cell site is being planned and will be conducted in the next 2-3 weeks.	Ongoing
13	Solid Waste	Arbuckle Landfill Borrow Pit - Project No. 20045	Responses to Requests for additional information submitted to SFWMD and FDEP.	Additional RAI comments will be submitted to SFWMD by 10/28/22 for water use permit.	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

#	Departments	Project - Pending Items List	Status	Next Action	Date of Next Action
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
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 (chassis have been delivered to the vendor in Ocala). 1 rescue remount is still waiting on a chassis. Construction and planning continues on Fire Stations 20/36. 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

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: November 1, 2022

PRESENTER: Sherry G. Sutphen, County Attorney

SUBJECT/TITLE: Correction of scrivener's error in the Mental Health Consulting Services Agreement between the Children's Home Society and Highlands County, approved by Highlands County on July 19, 2022.

STATEMENT OF ISSUE

The Agreement was approved and executed on July 19, 2022, when submitted the dates for Term and Termination were missed and not filled in. The attached Mental Health Consulting Services Agreement is fully executed and contains the missing term dates in Article 4. Term and Termination portion of the Agreement.

RECOMMENDED ACTION

None. This is being provided for informational purposes only.

Attachments: [Mental Health Consulting Services Agreement.pdf](#)

**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 July 19, 2022 [date] and continue until June 30, 2023 [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



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

☒ personally known
☐ presented _____ as identification

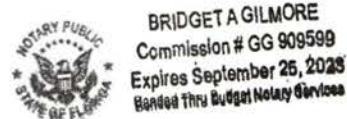


Exhibit A

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 multidisciplinary 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.

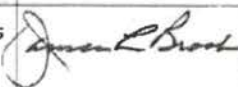
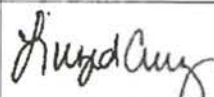
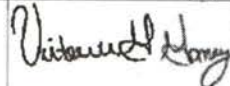
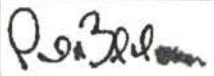
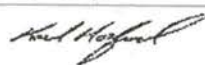
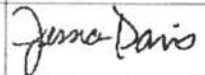
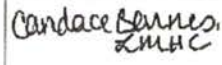
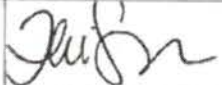
Agency	Title	Printed Name	Signature	Designee to Advisory Board, Title (if not self)
Highlands County BOCC	Chairman	James L. Brooks		Leah Sauls, Community Programs Director
HCCBOCC_ Children's Advocacy Center	CAC Manager & MDT Facilitator	Luzed L. Cruz		Self
Department of Children & Families	Program Administrator	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

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 1, 2022

PRESENTER:

SUBJECT/TITLE: Board payables from October 18,2022 to October 31, 2022

Attachments: