HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
Tuesday, November 19, 2024
9:00 AM
600 S. Commerce Ave. Sebring, FL 33870

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. SWEARING-IN CEREMONY

4.A *Swearing-in of Commissioner Kevin J. Roberts by The Honorable Eric T. Zwayer, Highlands County Tax Collector*

4.B *Swearing-in of Commissioner Scott A. Kirouac by The Honorable Judge Peter Estrada*

4.C *Swearing-in of Commissioner Chris Campbell by Carey A. "Bo" Hardee, III*

5. ELECTION OF THE CHAIR AND VICE-CHAIR

5.A *Request by presiding Chair Roberts to open nominations for Chairperson.*
Election of Chair and Vice Chair Resolution.pdf

5.B *Request by the Chairperson to open nominations for Vice-Chairperson.*

6. ANNOUNCEMENTS

The Affordable Housing Advisory Committee will have a regular meeting at 3:30 p.m., on Wednesday, November 20, 2024, in the Engineering Training Room, 505 S. Commerce Ave., Sebring

The Highlands County Hospital District will have a regular meeting at 1:30 p.m., on Thursday, November 21, 2024, in the Board Room, 600 S. Commerce Ave., Sebring

The Recreation & Parks Advisory Committee will have a meeting at 2:00 p.m., Thursday, November 21, 2024, in the Highlands County Multi-Sports Complex, 216 Sheriff's Tower Road, Sebring

7. CONSTITUTIONAL OFFICERS - ANNOUNCEMENTS:

8. RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:

8.A *Request approval of a Proclamation recognizing November 20th, 2024 as "GIS Day" in Highlands County, Florida*
Carley Fitzgerald, GISP
No fiscal impact.
Proclamation.pdf
GIS Day Granicus_241104.pdf

8.B *Recognition of Promotion FF/Medic Anthony Perez to Battalion Chief on November 4, 2024.*
Deputy Chief Fitch and Fire Chief Duppenthaler
There is no fiscal impact
10-24 Promtion Perez.pdf

8.C *Recognize J.D. Langford as the new Assistant County Administrator for Highlands County.*
Laurie A. Hurner, County Administrator
No additional fiscal impact. Position is budgeted and has been vacant.

9. PUBLIC COMMENT

10. CONSENT AGENDA

10.A *Request approval of the job description and pay grade for the Parks & Facilities Administrative Assistant position.*
Brandon Gunn, Parks & Facilities Director
The fiscal impact to Fund 005 (General) is an increase of $3,702.08 inclusive of benefits already covered in the Adopted Budget for FY24/25 .
Administrative_Assistant job description.pdf

10.B *Request approval of Budget Amendment 24-25-014 to reappropriate CFS 24/25 due to fund shortages in projects.*
Chris Pruzinsky, Road & Bridge Operations Supervisor
No additional fiscal impact to Fund 151 (Infrastructure Surtax). The funds of $27,916.50 are merely being transferred from Project 24006 to Project 24017 and 24018.
24-25-014 Xfer Funds from Proj 24006 to 24017 & 24018.pdf

10.C *Request adoption of Resolution 24-25-024 for Budget Amendment 24-25-015 to reappropriate infrastructure funds due to fund shortages in project.*
Jonathan Harrison, Road & Bridge Director
No additional fiscal impact to Fund 151 (Infrastructure Surtax). The funds of $152,830.06 are merely being transferred from various infrastructure projects to Project 22030 (R&B Main Building Expansion).

24-25-015R Xfer Funds to Proj 22030 R&B Main Bldg Expansion (Resolution).pdf
24-25-015 Xfer Funds to Proj 22030 R&B Main Bldg Expansion (BA).pdf

10.D *Request approval of Amendment 1 between Highlands County and United Flag Football League, LLC.*
Leah Sauls, Development Services Director
There is no fiscal impact.
Amendment1.UFFL.signed.pdf

10.E *Request adoption of Resolution No. 24-25-025 approving Budget Amendment (BA) 23-24-191 to realign funds to Project No. 23089, CR 29 Turn Lanes and School Zone Improvements.*
James D. Langford, P.E., County Engineer and Melony Culpepper, AICP, Zoning Supervisor
The fiscal impact is an increase to Fund 151 (Infrastructure Surtax), Project 23089 in the amount of $15,884.34, with only 50% ($7,942.17) being the County's portion in FY23-24.
23-24-191 Realign Funding Project 23089 CR 29 Turn Lanes (BA).pdf
23-24-191R Realign Funding Project 23089 CR 29 Turn Lanes (Resolution).pdf

10.F *Approval of July 2, 2024, Regular Meeting Minutes of the Board.*
070224REG.pdf

10.G *Approval of July 9th, 2024, Budget Workshop Minutes.*
070924SPBUDGETWKSHP.pdf

10.H
Request Adoption of Resolution 24-25-029 for Budget Amendment 24-25-018 to appropriate awarded VOCA FY 24/25 grant/project funds.

Paul Blackman, Sheriff
The fiscal impact is an increase to Fund 005 (General) and the overall budget in the amount of $10,000.00. This grant was anticipated and budgeted but was awarded above what was anticipated.
24-25-018 Project 24025 VOCA 24-25 (SO) (BA).pdf
24-25-018R Project 24025 VOCA 24-25 (SO) (Resolution).pdf

10.I *Request approval of Resolution 24-25-031 the 2024-2025 Emergency Management Performance Grant (EMPG).*
Corey Amundsen, Emergency Management Manager
The fiscal impact will be an increase to Fund 005 (General) in the amount of $59,368.00 and is used to supplement cost center 3991 (Local Emergency Mgmt).
Res. 24-25-031.EMPG.G0565.sgs.pdf

10.J *Request approval of Amendment 1 to the Agreement between Highlands County and IBT Group USA for the design and installation of fiber optic cable.*
Sarah Beth Murphy, Executive Manager of Business and Economic Development
There is no fiscal impact.
BRW60E9AA441223_007320.pdf

10.K *Request approval of Interlocal Agreement between Highlands County and The Highlands County Sheriff's Office for the purpose the agreement between Highlands County and Alfred Benesch & Company for the completion of the Highlands County Comprehensive Alternative Revenue Funding Study.*
Leah Sauls, Development Services Director JD Langford, County Engineer
The fiscal impact is a transfer from the Highlands County Sheriff's office to the Highlands County Board of County Commissioner for $17,432.00. The transfer will be into Fund 005 (General).
Impact Fee Agreement signed.pdf

10.L *Request approval of the agreement between Highlands County and Alfred Benesch & Company for the completion of the Highlands County Comprehensive Alternative Revenue Funding Study.*
Leah Sauls, Development Services Director JD Langford, P.E., County Engineer
The fiscal impact is $315,470 from Fund 005 (General), Cost Center 2111 Central Services, Account 53100 Professional Services; $18,982 from Fund 181, Cost Center 3217, Account 53100 Professional Services (Highlands County Fire Rescue); $17,432 from the Highlands County Sheriff's Office for a total study cost of $351,884.
Benesch_RFP_Proposal_Response.pdf
LLW_Involvement_signed.pdf
Agreement_RFP_23-040-KSB.Impact_Fee_Study.SGS.v3.pdf

11. COMMITTEE ASSIGNMENTS:

11.A *Request appointment extension for a period of nine months of five members of the Industrial Development Authority and the Economic Development Commission including: Paul Koukos, William Lenihan, Raymond Royce, John Shoop, and John Varady.*
Sarah Beth Murphy, Executive Manager of Business and Economic Development
There is no fiscal impact.

12. PUBLIC HEARING

13. ACTION AGENDA

13.A *Request adoption of Resolution 24-25-032 for Budget Amendment 24-25-020 to roll projects that were not rolled in the budget process nor completed in FY23-24 into FY24-25 according to current available balances.*
Valerie Fleeger, Senior Budget Analyst David Nitz, OMB Manager
The fiscal impact for FY 24/25 is an increase to Fund 005 General ($10,390,672.42), Fund 110 Transportation Trust ($48,390.38), Fund 129 Conservation Trust ($4,582.96), Fund 151 Infrastructure Surtax ($4,829,979.76), Fund 152 Tourist Dev. Trust ($3,703.00), Fund 180 Building ($2,193,256.76), Fund 181 Fire Assessment ($3,301,279.89), Fund 350 HCISSR LTD Capital Fund ($8,770,476.06), Fund 355 HCFPIRN LTD Capital ($2,329,304.36), and Fund 420 (Energy Recovery) with a net increase of $34,279,993.75.
24-25-020 Project Rollover #1 (BA).pdf

24-25-020R Project Rollover #1 (Resolution).pdf

13.B *Budget Amendment 23-24-192 is necessary to realign Sheriff's budgeted funds for FY23/24 on the Board's side to align with the budget on the Sheriff's books.*

Paul Blackman, Sheriff
The fiscal impact of $1,398,338.42 to the General Fund (005), Crime Prevention Fund (178), and E911 Operations Fund (122) in the individual amounts of $1,325,735.42, $1,353.00, and $71,250.00, respectively which is being realigned for a net fiscal impact of $0.00.
23-24-192 Balance Sheriff to Board.pdf

13.C *Request approval of Amendment 2 to Agreement between Highlands County and Comanco Environmental Corporation for the Highlands County Solid Waste Management Center Class I Cell 5 Landfill Expansion.*
Robert A. Diefendorf, Jr. E.I., Assistant to the Critical Infrastructure Director
There is no fiscal impact to Fund 401 (Solid Waste) or the overall FY 24/25 budget at this time.
RAD rev. Amendment 2 COMANCO UnforseenMaintenance Work Signed.pdf

14. COUNTY ADMINISTRATOR AND LEGAL

14.A *County Attorney Status Report.*
Sherry G. Sutphen, County Attorney
There is no fiscal impact.
Legal Long Range.pdf

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

15. COMMISSIONERS

16. INFORMATIONAL

16.A *Letter of Support for the Champion for Children Foundation for grant funding from Heartland for Children.*
Gail Werley, Program Manager, Children's Advocacy Center
There is no fiscal impact.
Champion_for_Children_Foundation_Reference_Letter_from_CAC_10.28.2024.1.1.

16.B *Board payables from November 19, 2024, through December 2, 2024*

17. ADJOURN

Any person who decides to appeal any decision made by this Board of County Commissioners of Highlands County, Florida, in public hearing or meeting is hereby advised that he or she will need a record of the proceedings, and that, for such purpose,

he or she may need to ensure that a verbatim record of the proceedings is made, which record will include the testimony and evidence upon which such appeal is to be based.

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

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

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

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **November 19, 2024**

PRESENTER:

SUBJECT/TITLE: **Swearing-in of Commissioner Kevin J. Roberts by The Honorable Eric T. Zwayer, Highlands County Tax Collector**

STATEMENT OF ISSUE

RECOMMENDED ACTION

FISCAL IMPACT

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **November 19, 2024**

PRESENTER:

SUBJECT/TITLE: **Swearing-in of Commissioner Scott A. Kirouac by The Honorable Judge Peter Estrada**

STATEMENT OF ISSUE

RECOMMENDED ACTION

FISCAL IMPACT

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **November 19, 2024**

PRESENTER:

SUBJECT/TITLE: **Swearing-in of Commissioner Chris Campbell by Carey A. "Bo" Hardee, III**

STATEMENT OF ISSUE

RECOMMENDED ACTION

FISCAL IMPACT

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **November 19, 2024**

PRESENTER:

SUBJECT/TITLE: **Request by presiding Chair Roberts to open nominations for Chairperson.**

STATEMENT OF ISSUE

The election of the Chairperson is held annually, and is conducted pursuant to the procedures adopted in Resolution No. 20-21-25.

RECOMMENDED ACTION

FISCAL IMPACT

Attachments: Election of Chair and Vice Chair Resolution.pdf

RESOLUTION NO. 20-21-25

A RESOLUTION OF THE HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS CREATING A PROCESS FOR THE ELECTION OF THE CHAIRPERSON AND VICE-CHAIRPERSON OF THE BOARD OF COUNTY COMMISSIONERS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AN ELECTION PROCESS; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Florida Statutes, Section 125.01 the County has the power to carry on county government in a manner which is not inconsistent with general or special law; and

WHEREAS, such powers include the ability to adopts its own rules of procedure related to the conduct of its official meetings; and

WHEREAS, the Board of County Commissioners elects a Chairperson and Vice-Chairperson from its membership annually; and

WHEREAS, the County has determined that it is in its best interest to adopt a process for conducting such elections in an orderly and effective manner.

NOW, THEREFORE, BE IT RESOLVED BY THE HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS AS FOLLOWS:

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

SECTION 2. Election Process.

A. The election of the Chairperson and Vice-Chairperson of the Highlands County Board of County Commissioners shall be conducted each year at the second regular meeting in November.

B. At the beginning of the second regular meeting in November, as soon after the roll call as reasonably possible, the presiding Commissioner shall open nominations for Chairperson under the following procedure:

- Any Commissioner may bring forth a nomination;
- A Commissioner does not have to get recognition to make a nomination and may call out a name at any time;

- A nomination does not need a second; however, a Commissioner is not out of order by offering a second;
- A Commissioner can only nominate one person;
- The presiding Commissioner can continue presiding, even if he or she receives a nomination;
- A Commissioner can decline a nomination;
- Once it is apparent that no further nominations are being offered, the presiding Commissioner will close nominations;
- Each nomination will be taken in the order received, beginning with the first nomination and continuing with each successive nomination until a majority vote is received to elect the Chairperson.

C. The newly elected Chairperson shall take over as presiding Commissioner and the above procedure shall be repeated for election of the Vice-Chairperson.

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

SECTION 4. Savings Clause. All prior actions of Highlands County pertaining to the adoption of a process for the election of the Chairperson and Vice-Chairperson of the Board of County Commissioners, which is the subject of this Resolution, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

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

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

SECTION 8. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

Signatures on Following Page

PASSED AND ADOPTED this 3rd day of November, 2020.

SEAL

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
William R. Handley, Chairman

ATTEST:

_____
Jerome Kaszubowski
Highlands County Clerk of Court

G:\COUNTY\RESOLUTIONS\Board of County Commissioners\Resolution Election BOCC Chair ViceChair.SGS.docx

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 19, 2024

PRESENTER:

SUBJECT/TITLE: Request by the Chairperson to open nominations for Vice-Chairperson.

STATEMENT OF ISSUE

The election of the Chairperson is held annually, and is conducted pursuant to the procedures adopted in Resolution No. 20-21-25.

RECOMMENDED ACTION

FISCAL IMPACT

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: NOVEMBER 19, 2024

PRESENTER: **Carley Fitzgerald, GISP**

SUBJECT/TITLE: **Request approval of a Proclamation recognizing November 20th, 2024 as "GIS Day" in Highlands County, Florida**

STATEMENT OF ISSUE

GIS stands for Geographic Information Science and is a way for us to manage and analyze information, or data, about our world that has a location attached to it. We can then present that data to our audience, or users, in the form of maps, applications and other tools. The County has implemented GIS across nearly all departments and staff continue to provide geographic data and information to residents in new and engaging ways. GIS Day is an international event that demonstrates how geography and real-world applications of GIS are making differences in business, government and society. These events are a way to celebrate the impactful work of dedicated GIS professionals and serve to ignite the imagination and ambition of future innovators who will further advance global progress using GIS.

RECOMMENDED ACTION

Move to approve the Proclamation recognizing November 20th, 2024 as "GIS Day" in Highlands County, Florida.

FISCAL IMPACT

No fiscal impact.

Attachments: Proclamation.pdf
Attachments: GIS Day Granicus_241104.pdf

PROCLAMATION

WHEREAS Geographic Information Systems (GIS) are a vital tool that enables efficient data analysis, problem-solving, and decision-making for local government operations; and

WHEREAS GIS technology plays a crucial role in Highlands County by enhancing the delivery of services, supporting public safety, aiding in emergency management, and fostering sustainable community development; and

WHEREAS GIS allows Highlands County to visualize, analyze, and interpret data to better understand relationships, patterns, and trends, providing valuable insights that lead to smarter planning and resource allocation; and

WHEREAS GIS professionals in Highlands County contribute their skills and knowledge to support critical functions, including disaster preparedness and response, public health initiatives, environmental conservation, infrastructure maintenance, and economic development; and

WHEREAS GIS Day, celebrated globally each November, provides an opportunity for Highlands County to recognize and promote the value of GIS in improving the lives of our residents and increasing the transparency and efficiency of government operations; and

WHEREAS Highlands County is committed to advancing GIS technology and supporting its GIS team, which has dedicated their expertise to the betterment of our community and the empowerment of all who call Highlands County home;

NOW, THEREFORE, BE IT RESOLVED, that the Highlands County Board of County Commissioners do hereby proclaim **November 20th, 2024**, **as "GIS Day"** in Highlands County, Florida, and encourage residents to recognize and appreciate the impact of GIS on our community.

BE IT FURTHER RESOLVED, that this proclamation serves as a testament to our commitment to the continued development and application of GIS to build a resilient, informed, and innovative future for Highlands County.
Done and adopted this 19th day of November 2024.

_____
Chairperson
Highlands County Board of County Commissioners

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **NOVEMBER 19, 2024**

PRESENTER: Carley Fitzgerald, GISP, GIS Manager

SUBJECT/TITLE: Request approval of a Proclamation recognizing November 20th, 2024 as "GIS Day" in Highlands County, Florida

---

STATEMENT OF ISSUE

GIS stands for Geographic Information Science and is a way for us to manage and analyze information, or data, about our world that has a location attached to it. We can then present that data to our audience, or users, in the form of maps, applications and other tools. The County has implemented GIS across nearly all departments and staff continue to provide geographic data and information to residents in new and engaging ways.

GIS Day is an international event that demonstrates how geography and real-world applications of GIS are making differences in business, government and society. These events are a way to celebrate the impactful work of dedicated GIS professionals and serve to ignite the imagination and ambition of future innovators who will further advance global progress using GIS.

RECOMMENDED ACTION

Move to approve the Proclamation recognizing November 20th, 2024 as "GIS Day" in Highlands County, Florida.

FISCAL IMPACT

No fiscal impact.

Carley Fitzgerald, GISP; GIS Manager

Attachments: GIS Day Proclamation

G:\GIS\GIS Day\2024\GIS Day Granicus_241104.docx

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **November 19, 2024**

PRESENTER: **Deputy Chief Fitch and Fire Chief Duppenthaler**

SUBJECT/TITLE: **Recognition of Promotion FF/Medic Anthony Perez to Battalion Chief on November 4, 2024.**

STATEMENT OF ISSUE

The Highlands County Fire Rescue Department is proud to announce the promotion of a department member to fill officer vacancy left by the recent promotion of former Battalion Chief Fritz. The command staff promotion occurred on October 7th, 2024. This wave of promotion reflects the departmentâ€™s succession plan to ensure we continue forward without missing a step. Anthony Perez has gained knowledge skills and abilities throughout his career. Thus, surpassing expectations and contributing to the success of the department. I am confident that he will continue to excel in his new role.

RECOMMENDED ACTION

Recognition of Promotion FF/Medic Anthony Perez to Battalion Chief on November 4, 2024.

FISCAL IMPACT

There is no fiscal impact

Attachments: 10-24 Promtion Perez.pdf

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
PUBLIC SAFETY
FIRE RESCUE
4506 Kenilworth Blvd., Sebring, Florida 33870
Office (863) 402-7600 Fax (863) 402-7404 www.highlandsfl.gov

The Highlands County Fire Rescue Department is proud to announce the promotion of a department member to fill officer vacancy left by the recent promotion of former Battalion Chief Fritz. The command staff promotion occurred on October 7th, 2024.

This wave of promotion reflects the department's succession plan to ensure we continue forward without missing a step. Anthony Perez has gained knowledge skills and abilities throughout his career. Thus, surpassing expectations and contributing to the success of the department. I am confident that he will continue to excel in his new role. The following promotion will be effective November 4th, 2024:

FF/Medic Anthony Perez has been promoted to the rank of Battalion Chief. Battalion Chief Perez has served a public safety role in many different roles.

- EMT with American Ambulance
- Captain with West Sebring Volunteer Fire Department
- Senior Engineer with the City of Sebring Fire Department
- South Florida State College Adjunct Fire Instructor
- Firefighter duties with the Sebring International Raceway and the Daytona International Raceway
- As mentioned, FF/Medic with Highlands County Fire Rescue

The newly promoted firefighter will be formally pinned by their family and friends at the Highlands County Board of County Commissioner meeting on November 19th, 2024.
.

Sincerely,

J. Kelly Duppenthaler
Public safety Director/Fire Chief

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: 11/19/2024

PRESENTER: **Laurie A. Hurner, County Administrator**

SUBJECT/TITLE: **Recognize J.D. Langford as the new Assistant County Administrator for Highlands County.**

STATEMENT OF ISSUE

J.D. Langford, Jr. is the current Highlands County Engineer. He has been an engineer for over 17 years and has experience both in and out of government settings. Mr. Langford wants to expand his experience and contribute to Highlands County and its citizens in a broader way.

RECOMMENDED ACTION

Information Only.

FISCAL IMPACT

No additional fiscal impact. Position is budgeted and has been vacant.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **November 19, 2024**

PRESENTER: **Brandon Gunn, Parks & Facilities Director**

SUBJECT/TITLE: **Request approval of the job description and pay grade for the Parks & Facilities Administrative Assistant position.**

STATEMENT OF ISSUE

The Administrative Secretary position has grown into a highly skilled position which is heavily involved in daily operations across four divisions, budgeting, personnel support, and customer relations. This upgrade will better align the responsibilities and task of this position with other administrative staff in the County.

RECOMMENDED ACTION

Move to approve the job description and pay grade for the Parks & Facilities Administrative Assistant position.

FISCAL IMPACT

The fiscal impact to Fund 005 (General) is an increase of $3,702.08 inclusive of benefits already covered in the Adopted Budget for FY24/25 .

Attachments: Administrative_Assistant job description.pdf

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
JOB DESCRIPTION

REGULAR ☒ SENIOR MANAGEMENT SERVICE ☐ OPS/OTHER ☐ _____

POSITION INFORMATION

Job Title: Administrative Assistant	**Position Type** Admin ☐ Director ☐ Manager ☐ Supervisor ☐ Non-Supervisor ☒		
Job Code: 0118	**Division:** Parks & Facilities	**Department:** Parks & Facilities	**Cost Center:** 2672
Included/Exempt: Included	**Pay Grade:** 106	**Pay Band:** $39,819.98-$63,711.98	**FTE:** 1.0
EMPLOYEE:	**Type of Transaction:**		
	Special Risk: Yes ☐ No ☒	**Overtime:** Yes ☒ No ☐	

1. This position reports directly to: Job Title Parks & Facilities Director Job Code 1101 Pay Grade 121

2. Job Title, Job Code, and Pay Grade of each position which reports directly to this position:

POSITION DUTIES & RESPONSIBILITIES

General Description:

A skilled position responsible for complex clerical work including administrative responsibilities. Provides administrative support for the Parks and Facilities Department and other groups/committees.

Essential Job Functions:

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

- Assists Parks and Facilities Director, Managers, and Supervisors with the preparation of reports, spreadsheets, purchases, cost accounting, agendas, and minutes.
- Receives, reviews, verifies and coordinates schedules, payments, projects, contracts, reimbursements, invoices and data from the staff and general public related to the department requirements and regulations.
- Answers questions and provides information to the public via walk-in, electronic mail and telephone contact.
- Performs duties of an administrative nature.
- Maintains calendars and schedules for facility rentals and processes rental applications.
- Processes facility rental applications and insurance information.
- Accepts, receipt and deposit rental payments and reconciles monetary collections.
- Submits payment requests to Purchasing and Finance departments.
- Processes requisitions and credit card reports for Parks & Facilities Department.
- Assists in drafting, proof-reading and processing reports, letters and other documents.
- Assist with record retention duties.
- Prepares and maintains accurate billing and receipts for records for purchase order requisitions and credit card purchases.
- Participates in the work of the supervisor such as interviewing office visitors, and issuing information regarding the services of the unit.
- Maintains records and reports required by the Parks and Facilities Department.
- Schedules and attends meetings conducted by the department, records transactions of each meeting and prepares records, reports, or recommendations for the Board of County Commissioners when required.
- Manages warehousing operations.
- Maintains a professional and safe unit and work area adhering to established safety policies and the image desired for the organization.
- Consistently follows Board policies and procedures.
- Responds productively to change and performs all other related tasks as directed.

Knowledge, Skills, and Abilities:

• Knowledge of the policies and procedures for the operation of the department.
• Knowledge of procedures for official conduct of meetings for Boards and Commissions.
• Knowledge of computer operations pertaining to administrative office work, word processing, and spread sheeting.
• Skill in recording and transcribing information at a normal rate of speed.
• Ability to prepare complex documents and compose letters and memorandum.
• Ability to make decisions in accordance with departmental rules, regulations and policy.
• Ability to maintain effective working relationships with co-workers, supervisors, managers, directors, Elected Officials, vendors, and the general public.

Physical Skills:

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

MINIMUM QUALIFICATIONS

Education & Experience:

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

Graduation from an accredited high school or possession of an acceptable equivalent diploma. Four (4) years of secretarial/clerical and word processing experience. Prefer one (1) year of experience in Parks and Facilities, or other similar governmental department.

Licenses, Certifications, or Registrations:

Must possess and maintain a valid Florida Driver License.

Other job related requirements:

Disaster Essential.

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

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

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

Internal Use Only:

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

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

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **November 19, 2024**

PRESENTER: **Chris Pruzinsky, Road & Bridge Operations Supervisor**

SUBJECT/TITLE: **Request approval of Budget Amendment 24-25-014 to reappropriate CFS 24/25 due to fund shortages in projects.**

STATEMENT OF ISSUE

This Budget Amendment is requesting to reappropriate funds from CFS 24/25 Project 24006 (R&B Equipment) to 24017 (R&B Mechanic Shop Equipment) and 24018 (R&B Multi-Use Path) due to a shortage. Only additional function from Project 24017 will be the trade-in of the current forklift in correlation with the purchase of the new unit currently budgeted. This will allow for additional funds to offset the cost of the new unit.

RECOMMENDED ACTION

Move to approve Budget Amendment 24-25-014 to reappropriate CFS 24/25 due to fund shortages in projects.

FISCAL IMPACT

No additional fiscal impact to Fund 151 (Infrastructure Surtax). The funds of $27,916.50 are merely being transferred from Project 24006 to Project 24017 and 24018.

Attachments: 24-25-014 Xfer Funds from Proj 24006 to 24017 & 24018.pdf

REVIEWED
O.M.B DEPARTMENT
October 30, 2024
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

(Transfers over $5,000 require Board approval)

DATE: **10/24/2024** SUBMITTED BY: **Road and Bridge**

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

PROJECT(S) #: **24006, 24018, 24017** PROJECT TITLE(S): **R&B Equipment, R&B Multi-Use Path Equip, R&B Mechanic Shop Equip** COST CENTER TITLE(S): **Transportation Projects**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	**151**	**4102A**	**56400Z**	**Project Equipment**	**24006**	**809,928.00**		**27,916.50**	**782,011.50**
E	**151**	**4102A**	**56400Z**	**Project Equipment**	**24018**	**24,800.00**	**2,916.50**		**27,716.50**
E	**151**	**4102A**	**56400Z**	**Project Equipment**	**24017**	**68,000.00**	**25,000.00**		**93,000.00**
									0.00
									0.00
									0.00
									0.00

REASON: **CFS 24/25 transfer of funding from Proj 24006 due to shortage in Proj 24018 Multi-Use Path Equipment and Proj 24017 R&B Mechanic Shop Equipment.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **24-25-014**

ACTION:

Board _____ Approved _____ Denied

County Administrator _____ Approved _____ Denied

SIGNATURE: _____

DATE: ____ / ____ / ____

TRANSFER TYPE:

XX ITEM TO ITEM

_____ RESERVE

_____ BY RESOLUTION

_____ SUPPLEMENTAL BUDGET

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **November 19, 2024**

PRESENTER: **Jonathan Harrison, Road & Bridge Director**

SUBJECT/TITLE: **Request adoption of Resolution 24-25-024 for Budget Amendment 24-25-015 to reappropriate infrastructure funds due to fund shortages in project.**

STATEMENT OF ISSUE

This Budget Amendment is requesting additional funds to cover the small deficit of $79,644.95 in the Road & Bridge Expansion Project. The overall costs of this project came in at approximately $119,187 less than what was originally budgeted. Due to this being a 3 year/multi-year project, $500,000 in CFS funds were reallocated in FY 23/24 to avoid reductions in various other CFS items including roadway infrastructure. Now that the bids are received and the Notice of Intent to Award (NOIA) has been issued, we are requesting that a percentage of the funds that were reallocated to other projects be reappropriated that we may commence with the construction. The remaining amount requested outside the $79,644.95 will be utilized for any unprecedented change orders over the 1.5-year construction phase, as well as the reconstruction, striping, and improvement of the old EMS building parking area that serves Road & Bridge and the Bert J Harris Agri-Civic Center. This request is not intent to reduce any roadway infrastructure funding, but merely to reimburse to the Expansion Project a portion of what was originally budgeted that has been reappropriated to other CFS projects over 2 budget cycles.

RECOMMENDED ACTION

Move to adopt Resolution 24-25-024 for Budget Amendment 24-25-015 to reappropriate infrastructure funds due to fund shortages in project.

FISCAL IMPACT

No additional fiscal impact to Fund 151 (Infrastructure Surtax). The funds of $152,830.06 are merely being transferred from various infrastructure projects to Project 22030 (R&B Main Building Expansion).

Attachments: 24-25-015R Xfer Funds to Proj 22030 R&B Main Bldg Expansion (Resolution).pdf
Attachments: 24-25-015 Xfer Funds to Proj 22030 R&B Main Bldg Expansion (BA).pdf

RESOLUTION NO. 24-25-024

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 24-25-015 TO THE LOCAL GOVT INFRASTRUCTURE SURTAX FUND; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF BUDGET AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

SECTION 2. **Approval of Budget Amendment.** Budget Amendment 24-25-015 is hereby approved and authorized to transfer available project funds from Projects 23067, 23068, 23069, 23070,23071, 23072, 23073 and 23074 in the amount of $152,830.06 and fund the shortage for Project 22030 (R&B Main Building Expansion) with a net fiscal impact of $0.00.

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

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

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

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

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

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

PASSED AND ADOPTED this 19th day of November 2024.

HIGHLANDS COUNTY, FLORIDA

By: _____
Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

REVIEWED
O.M.B DEPARTMENT
October 30, 2024
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: **10/24/2024**

SUBMITTED BY: **Road and Bridge**

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

PROJECT(S) #: **SEE LIST** PROJECT TITLE(S): **SEE LIST** COST CENTER TITLE(S): **Transportation Projects**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	151		3999100Z	Project FD Bal Forward	23067	61,101.16		37,486.49	23,614.67
E	151	4102A	56301Z	Project Capital Infrastructure	23067	61,101.16		37,486.49	23,614.67
R	151		3999100Z	Project FD Bal Forward	23068	30,978.84		6,750.51	24,228.33
E	151	4102A	56301Z	Project Capital Infrastructure	23068	30,978.84		6,750.51	24,228.33
R	151		3999100Z	Project FD Bal Forward	23069	44,325.22		4,866.39	39,458.83
E	151	4102A	56301Z	Project Capital Infrastructure	23069	44,325.22		4,866.39	39,458.83
R	151		3999100Z	Project FD Bal Forward	23070	44,475.75		14.83	44,460.92
E	151	4102A	56301Z	Project Capital Infrastructure	23070	44,475.75		14.83	44,460.92

REASON: **CFS 23/24 Road Project realign for R&B New Building**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **24-25-015**

ACTION:

Board _____ Approved _____ Denied

County Administrator _____ Approved _____ Denied

SIGNATURE: _____

DATE: ____/____/____

TRANSFER TYPE:

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

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

REQUEST NUMBER 0

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	151		3999100Z	Project FD Bal Forward	23071	51,379.73		5,569.32	45,810.41
E	151	4102A	56301Z	Project Capital Infrastructure	23071	51,379.73		5,569.32	45,810.41
R	151		3999100Z	Project FD Bal Forward	23072	39,907.85		8,308.56	31,599.29
E	151	4102A	56301Z	Project Capital Infrastructure	23072	39,907.85		8,308.56	31,599.29
R	151		3999100Z	Project FD Bal Forward	23073	52,858.87		32,133.13	20,725.74
E	151	4102A	56301Z	Project Capital Infrastructure	23073	52,858.87		32,133.13	20,725.74
R	151		3999100Z	Project FD Bal Forward	23074	111,464.42		57,700.83	53,763.59
E	151	4102A	56301Z	Project Capital Infrastructure	23074	111,464.42		57,700.83	53,763.59
R	151		3999100Z	Project FD Bal Forward	22030	2,264,168.05	152,830.06		2,416,998.11
E	151	4102A	56200Z	Project Capital Infrastructure	22030	2,295,719.05	152,830.06		2,448,549.11
									-
									-
									-
									-
									-
									-

Form Revised 08/05/2020

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

REQUEST NUMBER 24-25-XXX

FUND(S)	FUND TITLE(S)
151	Infrastructure Surtax

COST CTR(S)	COST CENTER TITLE(S)
4102A	Transportation Projects

FND	CST CTR	PROJ #	PROJECT TITLE
151	4102A	23067	Allison Dr
151	4102A	23068	Moss Rd
151	4102A	23069	Donohue Rd
151	4102A	23070	Oliver Rd
151	4102A	23071	Hobbs Dr
151	4102A	23072	Gurney Rd
151	4102A	23073	Penski Rd
151	4102A	23074	Kulwicki Dr
151	4102A	22030	R&B Main Bldg Expansion

Form Revised 08/05/2020

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **November 19, 2024**

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

SUBJECT/TITLE: **Request approval of Amendment 1 between Highlands County and United Flag Football League, LLC.**

STATEMENT OF ISSUE

The Board of County Commissioners on August 20, 2024 at the regularly scheduled meeting approved a Tourist Development Council (TDC) New Event Grant for an annual United Flag Football League (UFFL) Tournament in Highlands County. The event organizer has requested a rescheduling of the first year of the event to December 14-15, 2024. With the rescheduled date, the organization plans to make the tournament from a standard weekend tournament to a higher-level state tournament, which will bring in more teams, and thus more overnight visitors to Highlands County. The Tourist Development Council voted at their October 31, 2024 meeting to recommend approval of the rescheduling to the Board of County Commissioners. The amendment also includes revision of insurance requirements to allow County to require certificate of Workers Compensation only as required under State law.

RECOMMENDED ACTION

Move to approve Amendment 1 between Highlands County and United Flag Football League, LLC.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Amendment1.UFFL.signed.pdf

AMENDMENT 1 TO THE AGREEMENT BETWEEN
HIGHLANDS COUNTY AND UNITED FLAG FOOTBALL, LLC.

THIS AMENDMENT is made by and between Highlands County, Florida, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as the "COUNTY" and United Flag Football LLC, 5200 Fan Palm Avenue, Cocoa, Florida 32927, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the CONTRACTOR entered into a Special Event/Project Grant Contract with the COUNTY on August 20, 2024 ("Agreement"); and

WHEREAS, the CONTRACTOR desires to change the dates of the upcoming event that is the subject of the Agreement; and

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

NOW THEREFORE, in consideration of the mutual covenants contained herein, the COUNTY and the CONTRACTOR agree that the Agreement between the COUNTY and the CONTRACTOR is amended as follows:

1. Attachment "A" is hereby deleted in its entirety and replaced with **Attachment "A-1"** attached hereto and made a binding part hereof.

2. Sub-section 3. of the **INSURANCE** section of the Agreement is hereby deleted in its entirety and replaced with the following:

3. WORKERS COMPENSATION: Workers Compensation Insurance as required by the State of Florida.

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

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Amendment effective the 19th day of November, 2024.

HIGHLANDS COUNTY

_____

_____, Chair, Highlands County Board of County Commissioners

ATTEST:

_____

Jerome Kaszubowski, Clerk

UNITED FLAG FOOTBALL , LLC

By: Norm McLean

Print: NORM MCLEAN

Title: OWNER

STATE OF FL
COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization of John Norman McLean JR, as Owner, of United Flag Football LLC, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the CONTRACTOR, and who is personally known to me or who produced FL DL as identification, and who did/did not take an oath this 5th day of November, 2024.

NOTARY PUBLIC

(Stamp)

AMBER SHORT
Commission # HH 525590
Expires May 9, 2028

ATTACHMENT "A-1"

APPLICATION GENERAL INSTRUCTIONS

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

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

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

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

HIGHLANDS COUNTY TDC NEW EVENT FUNDING REQUEST APPLICATION

Amount Requested from TDC:

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

I. General Information

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

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

III. Schedule of Event: ~~**September 14th**~~**, 2024 8 am - 8pm;** ~~**September 15th,**~~ **2024 8 am - 8 pm**
December 14 December 15 10

IV. Event Specific Information

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

7. Projected number of attendees per day: 1300

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

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

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

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

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

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

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

EVENT BUDGET SUMMARY

EVENT INCOME

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

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

EVENT EXPENSES

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

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

Initials

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

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

___ I will obtain the signatures of the organization's President & Secretary on the proposed grant contract by March 26, 2024. (date one week after the application is submitted to and accepted by the Tourism Office)

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

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

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

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

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

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

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

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

___ Applicant understands that it is required to submit a Room Block Report/Room Night

Certification Form in order to track the amount of rooms the Event produces in order to receive funding for Verified Rooms. (page 9)

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

___ Applicant's W-9 tax form is included with the application.

___ Applicant has included a detailed **Business Plan** for the Event that outlines how the event will increase out-of-county visitors each year.

___ Applicant has included a detailed **Marketing Plan** for the Event.

___ Applicant has included a sample **Attendee Survey** for the Event.

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

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

___ Applicant understands that as a requirement to receiving funding, Applicant will execute a release to permit Highlands County to photo and/or record the Event and Applicant must make Event invitees aware of this and make the signing of a release a requirement to participate in the Event.

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

___ Applicant understands that this event may require a Highlands County Special Event Permit, and it is up to the applicant to complete that permit request and pay the required permit fee.

Authorized Agent: J. Norm McLean

Title: OWNER *Date:* 3/22/24

Authorized Agent Signature: D. NORM MCLEAN

SMART Objective Worksheet

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

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

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

UNITED FLAG FOOTBALL LEAGUE

5200 FAN PALM AV COCOA FL 32927

321.537.0965 STONECOLDNORM@YAHOO.COM

Business Plan

ABOUT:

The UFFL is the governing body for adult flag football in the nation. We have been around since the 1970's (formally USFTL). We travel the country putting on flag football tournaments for adult athletes. These athletes are divided into categories for their level of competition. We have current and former NFL players along with CFL and college players. Some of the athletes are weekend competitors and include men and women. All of our tournaments are qualifiers for our National Championships which are held every January in Orlando Florida.

EVENTS HISTORY:

As I mentioned we derived from USFTL in 2019 when the original owner passed away and we formed UFFL to carry on and honor him. The UFFL reaches from San Diego to New York City and from Miami to Seattle. There are many different styles played around the country so we do our homework and see what is best for your area and select those styles to include in a tournament. We have 18 different directors and depending on the style you will have them present at the tournament. At the UFFL we have strict codes of conduct and we adhere to them without hesitation. It is imperative that we have a family environment for all to see. We will be starting our youth program in 2024 and will be traveling the country spreading the excitement for the youngsters.

How UFFL will INCREASE out-of-county Visitors to Sebring

The UFFL tournament is an exciting event to your destination, marketing your area to the flag football community and your locals. The participants that will be participating in the tournament are all adults. This will result in each participant bringing at least 1+ additional guest to your area. The goal is to market Sebring as a family/group destination.

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

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

Marketing Plan:

- A first-class flag football league experience that drives people to your destination
    - Average 700 players with more than 1300 visitors, producing room nights
- Marketing of your destination to flag football teams across the country
    - Dedicated webpage for the event
        - Logo inclusion & links to your website and videos
    - Social media promotion, with links to your website and videos
- Integrated email campaign that focuses on three primary audiences:
    - Tournament Marketing (to broad audience, driving awareness, nurturing those that have high engagement to participate)
    - Sales Marketing (to prospective customers for sponsorship)
    - Destination Marketing (Drive awareness of Clay County as a destination)

CERTIFICATION OF APPLICANT

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

Applicant Name: NORM McLEW

Date: 11-8-24

By: Norm McLean
(Signature)

Its: OWNER
(Title)

State: FL County: Brevard

Before me this day personally appeared John Norman Mclean JR (name) as Owner - United Flag Football League (title) of ____(applicant) to me well known or produced identification FL DL (type of ID) and who executed the foregoing instrument, and who acknowledged that he/she did so freely and voluntarily for the uses and purposes herein expressed.

Witness my hand and seal (date)
5th day of November, 2024

My Commission expires (date)
May 9 2028

Signature of Notary

AMBER SHORT
Commission # HH 525590
Expires May 9, 2028

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **November 19, 2024**

PRESENTER: **James D. Langford, P.E., County Engineer and Melony Culpepper, AICP, Zoning Supervisor**

SUBJECT/TITLE: **Request adoption of Resolution No. 24-25-025 approving Budget Amendment (BA) 23-24-191 to realign funds to Project No. 23089, CR 29 Turn Lanes and School Zone Improvements.**

STATEMENT OF ISSUE

Attached for your review and approval is Resolution No. 24-25-025 along with accompanying BA 23-24-191, to appropriate funds for Project No. 23089 CR 29 Turn Lanes and School Zone Improvements. An Interlocal Agreement was approved for this project by the County and the School Board on June 18, 2024, which outlined a cost sharing plan. The total cost of the improvements was estimated to be $66,606.42. The School Board agreed to pay a minimum of $40,000.00, plus 50% of any amount over the original estimate and the County agreed to fund $26,606.42, plus 50% of any amount over the original estimate. The improvements have been completed, with an actual cost of $89,490.76: a difference of $15,884.34. The BA was created to correct the rollover budget of the project and to budget the difference of the estimated cost versus the actual cost. The School Board's total cost of improvements amounted to $47,942.17 and the County's total cost amounted to $32,057.83.

RECOMMENDED ACTION

Move to adopt Resolution No. 24-25-025 approving BA 23-24-191 to realign funds to Project No. 23089, CR 29 Turn Lanes and School Zone Improvements.

FISCAL IMPACT

The fiscal impact is an increase to Fund 151 (Infrastructure Surtax), Project 23089 in the amount of $15,884.34, with only 50% ($7,942.17) being the County's portion in FY23-24.

Attachments: 23-24-191 Realign Funding Project 23089 CR 29 Turn Lanes (BA).pdf
Attachments: 23-24-191R Realign Funding Project 23089 CR 29 Turn Lanes (Resolution).pdf

REVIEWED
O.M.B DEPARTMENT
October 30, 2024
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: **10/29/2024** SUBMITTED BY: **OMB**

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

PROJECT(S) #: **23089** PROJECT TITLE(S): **CR 29 Turn Lanes & School Zone Improvements** COST CENTER TITLE(S): **Transportation Projects**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	151		3999100Z	Project Fd Bal Forward	23089	49,500.00		32,057.83	17,442.17
E	151	4102A	56301Z	Proj Capital Infrastructu	23089	66,606.42		32,057.83	34,548.59
R	151		3999100Z	Project Fd Bal Forward	23003	0.00	32,057.83		32,057.83
E	151	4102A	56301Z	Proj Capital Infrastructu	23003	66,791.58	32,057.83		98,849.41
R	151		3374300Z	Misc. Intergov Reimb	23089	0.00	47,942.17		47,942.17
E	151	4102A	56301Z	Proj Capital Infrastructu	23089	34,548.59	47,942.17		82,490.76

REASON: **To realign funding per interlocal agreement with School Board of Highlands County.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **23-24-191**

ACTION:

Board _____ Approved _____ Denied

County Administrator _____ Approved _____ Denied

TRANSFER TYPE:

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

SIGNATURE: _____

Signature: _____ DATE: ____/____/____ Posted by Clerk: _____

Form Revised 10/13/2023

RESOLUTION NO. 24-25-025

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 23-24-191 TO THE INFRASTRUCTURE SURTAX FUND; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF BUDGET AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

SECTION 2. **Approval of Budget Amendment.** Budget Amendment 23-24-191 is hereby approved and authorized to realign funding from Project Fund Balance Forward from Project 23089 CR 29 Turn Lan & School Zone Improvements to Project 23003 TOSIP FY23-24 in the amount of $32,057.83 and budget Misc Intergovernment Reimbursement for Project 23089 CR 29 Turn Lane & School Zone Improvements in the amount of $47,942.17 for a net increase of $15,884.34.

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 19h day of November 2024.

HIGHLANDS COUNTY, FLORIDA

By:_____
Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **November 19, 2024.**

PRESENTER:

SUBJECT/TITLE: **Approval of July 2, 2024, Regular Meeting Minutes of the Board.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to approve July 2, 2024 Regular Meeting Minutes of the Board.

FISCAL IMPACT

Attachments: 070224REG.pdf

REGULAR MEETING OF THE BOARD, JULY 2, 2024

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 Kevin J. Roberts **Commissioner Scott A. Kirouac**
Commissioner Arlene Tuck **Commissioner Don Elwell**
Commissioner Chris Campbell

Also, present: Laurie Hurner, County Administrator; Sherry G. Sutphen, County Attorney, Katie Houlihan, Assistant County Attorney, Jerome Kaszubowski, Clerk of Courts; and Savannah Demeri, Deputy Clerk.

2. INVOCATION
The meeting opened with a prayer led by Steve Wills, Service Minister with the Emmanuel United Church of Christ.

3. PLEDGE OF ALLEGIANCE
The Pledge of Allegiance was led by Pete Ruiz, U.S Army, American Legion Post 25.

4. ANNOUNCEMENTS
The Construction Licensing, Enforcement and Appeals Board will hold a regular meeting at 7:00 p.m. on Tuesday, July 2, 2024, in the Boardroom, 600 S. Commerce Ave., Sebring, FL.

County offices will be closed on Thursday, July 4, 2024, in observance of the Independence Day holiday.

The Highlands County Board of County Commissioners will hold a special workshop meeting on the Capital Financial Strategy and the budget for the Board departments at 9:00 a.m. on Tuesday, July 9, 2024, in the Boardroom, 600 S. Commerce Ave., Sebring, FL.

The Highlands County Planning & Zoning Commission and Local Planning Agency and the Zoning Board of Adjustment will have a meeting at 3:00 p.m. on Tuesday, July 9, 2024, in the Boardroom, 600 S. Commerce Ave., Sebring, FL.

The Highlands County Board of County Commissioners Office of Management & Budget will have a Special Meeting at 6:00 p.m. on Tuesday, July 9, 2024, at South Florida State College in the University Center Auditorium & Lobby, 600 College Drive, Avon Park, FL.

The Natural Resources Advisory Commission will hold a regular meeting at 4:00 p.m. on Wednesday, July 10, 2024, in Conference Room 3 of the Bert J. Harris, Jr. Agricultural Center, 4509 George Blvd. Sebring, FL.

The Highlands County Board of County Commissioners Office of Management & Budget will have a Special Meeting at 6:00 p.m. on Thursday, July 11, 2024, at the Lake Placid Government Center, 1069 US 27 N. Lake Placid, FL.

Laurie Hurner, County Administrator, announced that item 11A will be pulled from the action agenda, and item 10B is an addition under the Public Hearing portion of the agenda.

5. CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:
Jerome Kaszubowski, Clerk of Courts, announced that the Clerk's Office will be closed on July 5, 2024, with a skeleton crew in the IT Division to support those offices that will be open. Mr. Kaszubowski also recognized the

Clerk of Courts office for receiving all ten Best Practice Awards from the Florida Association of Clerks and Comptrollers.

6. RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:

A. 2024 Central Square software upgrade.

Tanya Cannady, Business Services Director, Theo Watts, IT Director & Chief Information Officer, and Sally Hood, Clerk Accounting and Finance Director, presented the 2024 Central Square software upgrade and addressed questions presented by the Commission.

Mr. Watts commented on the security concerns with the current software and further explained the benefits the county and its employees would acquire with the new software.

Jerome Kaszubowski, Clerk of Courts, complimented the suggested program and its abilities.

The commission thanked them for the presentation. ***See SMB 154 Page 107.***

B. Update from the Central Florida Regional Planning Council Regarding the Florida Department of Environmental Protection Grant to Prepare a Vulnerability Assessment for Highlands County, Including the Municipalities of Avon Park, Lake Placid, and Sebring.

Jennifer Codo-Salisbury, Executive Director of the Central Florida Regional Planning Council, provided an update regarding the Vulnerability Assessment and the Florida Department of Environmental Protection Grant project. She added that her office is currently working with the municipalities and the county on conducting an extreme rainfall study to provide to the Florida Department of Environmental Protection, as well as a rainfall model accessible to the public. Commissioner Kirouac appreciated the hard work from their office, as drainage issues and impacts are a big priority to him.

The commission thanked Ms. Codo-Salisbury for her presentation. ***See SMB 154 Page 108.***

7. PUBLIC COMMENT

No public comment.

8. CONSENT AGENDA

Laurie Hurner, County Administrator, shared that the fiscal impacts in items 8B and 8F are coming out of Reserve for Contingency.

Commissioner Elwell moved approval of the consent agenda with the new information. Commissioner Campbell seconded the motion.

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

A. Request adoption of Resolution 23-24-129 for Budget Amendment 23-24-117 for Project 22071 (Hazard Analysis Grant 23-24. *See Res Bk 36 Page 28 and SMB 154 Page 109.*

B. Request approval of Budget Amendment 23-24-126 for strategic planning. *See SMB 154 Page 110.*

C. Request adoption of Resolution 23-24-127 pertaining to County Maintained Invasive Plant Management. *See SMB 154 Page 111 and Res Bk 36 Page 29.*

D. **Request approval of Amendment 3 to the Interlocal Agreement for Maintenance of the Sebring Parkway.** *See City of Sebring file.*

E. **Request adoption of Resolution 23-24-139 for Budget Amendment 23-24-131 to transfer funds from the Sebring Tax Collector Remodel, Project # 17035 to Avon Park Tax Collector Remodel, Project # 18025.** *See SMB 154 Page 112 and Res. Bk 36 Page 30.*

F. **Request adoption of Budget Amendment 23-24-130 for the purchase of a new sign printer and rolling table to replace the outdated equipment that is currently being used and is no longer serviceable and compatible with new software.** *See SMB 154 Page 113.*

G. **Request adoption of Resolution 23-24-140 for Budget Amendment 23-24-132 to approve and authorize to set up Project 23090 for the Duke Energy Foundation Emergency Preparedness Outreach Grant.** *See SMB 154 Page 114 and Res. Bk 36 Page 31.*

H. **Request adoption of Resolution 23-24-122 to establish a public hearing date of August 6, 2024, to discuss and consider closing a portion of a platted roadways name Antler Street (Platted as Castile Street) and Enid Avenue (Platted as Cecilia Avenue.** *See SMB 154 Page 115 and Res. Bk 36 Page 32.*

I. **Request adoption of Budget Amendment 23-24-129 for reallocating funds within Project #21104 (Spring Lake Fire Station 20).** *See SMB 154 Page 116.*

J. **Request to approve Budget Amendment 23-24-133 to reallocate funds from Project #23002 (ADA Transition Plan FY 23-24) to Project #22010 (ADA Hammock Rd. Multi-Use Path) to complete the Hammock Rd. Multi-Use Path.** *See SMB 154 Page 117.*

K. **Request adoption of Resolution 23-24-142 for Budget Amendment 23-24-134 for a Florida Fish & Wildlife Conservation Commission grant.** *See SMB 154 Page 118 and Res. Bk 36 Page 33.*

L. **Request adoption of Resolution 23-24-137 for Budget Amendment 23-24-127 for project 23086 Playground Equipment.** *See SMB 154 Page 119 and Res. Bk 36 Page 34.*

M. **Request acceptance of donated surplus items from Arbuckle Creek Fuse Disposal project.** *See SMB 154 Page 120.*

N. **Request approval of the Florida Department of Transportation (FDOT) State Highway Lighting, Maintenance, and Compensation "Exhibit A" ASH11, Financial Project NO. 412579-1-78-02 FY 24-25 and accompanying Resolution 23-24-144.** *See FDOT File and Res. Bk 36 Page 35.*

9. COMMITTEE ASSIGNMENTS:

A. **Request to appoint one (1) member to fill a vacancy on the Highlands County Board of Adjustment (BOA) and the Planning and Zoning Commission and Local Planning Agency (P&Z), or request to remove an existing member and appoint two (2) members to fill vacancies on the BOA and P&Z.**

Rachel Barry, Zoning Supervisor, presented the request to fill one position or remove an existing member and appoint two members to the BOA and P&Z.

Commissioner Campbell questioned if the current alternate has provided any feedback or been active with the committee. Ms. Barry stated no.

Commissioner Kirouac made a motion to remove Doug Miller, Jr., from the Planning & Zoning Commission as alternate member. Commissioner Tuck seconded the motion.

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

After further discussion, Commission Kirouac made a motion to appoint Kathy Payne as an alternate member to the Planning & Zoning Commission. Commissioner Campbell seconded the motion.

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

Commissioner Tuck made a motion to appoint Vivenne Sclater as an alternate member to the Planning & Zoning Commission.

Vivienne Sclater stated for the record that if selected as an alternate member of the Planning & Zoning Commission, she would step down from the Natural Resources Advisory Committee (NRAC). Before the vote, Sherry Sutphen, County Attorney, questioned if she is officially resigning from NRAC. Ms. Sclater stated yes.

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 154 Page 121.***

10. PUBLIC HEARING

A. Public hearing to consider adoption of Resolution 23-24-141 pertaining to the re-imposition of the solid waste special assessment.

Robert Diefendorf, Infrastructure Director, and Tanya Cannady, Business Services Director, presented the request and read the caption of the proposed Resolution into the record.

Commissioner Campbell expressed that this is a no brainer due to the County needing the ability to dispose of Solid Waste. Commissioner Elwell added that the existing Contract is expiring in 2026, and this would get a head start on the process of renewal.

Chairman Roberts opened the floor to the Public. Input was not received.

Commissioner Tuck moved approval of Resolution 23-24-141 pertaining to the re-imposition of the Solid Waste Special Assessment. Commissioner Kirouac seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 154 Page 122 and Res. Bk 36 Page 36.***

B. Request adoption of Ordinance 23-24-34, amending Highlands County Ordinance 23-24-22, pertaining to the implementation of a temporary moratorium on the acceptance, processing and/or consideration of any petition, application or request for development order, of any type, including but not limited to a zoning change or comprehensive plan amendment, related to mobile home subdivisions, mobile home parks, any subdivision which allows mobile homes and/or includes mobile home standards.

Sherry Sutphen, County Attorney, presented the request and read the caption of the proposed Ordinance into the record.

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

Commissioner Tuck moved to adopt Ordinance 23-24-34, amending Highlands County Ordinance 23-24-22, pertaining to the implementation of a temporary moratorium on the acceptance, processing and/or consideration of any petition, application or request for development order, of any type, including but not limited to a zoning change or comprehensive plan amendment, related to mobile home subdivisions, mobile home parks, any subdivision which allows mobile homes and/or includes mobile home standards. Commissioner Elwell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Ordinance Book 20 and SMB 154 Page 128.***

11. ACTION AGENDA

Commissioner Kirouac moved approval to set the action agenda as presented, with the exception of removing item 11A. Commissioner Campbell seconded the motion.

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

Break 10:34 a.m. to 10:37 a.m.

~~**A. Request approval of E.O Koch TOA 1-1 for construction services for the unit II Expansion Project.**~~

This item was removed from the agenda.

B. Request approval of the Tower Removal Agreement between Highlands County and the tower owner/operator, City Switch II-A, LLC.

Rachel Barry, Zoning Supervisor, presented the request.

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

Commissioner Elwell moved to approve the Tower Removal Agreement between Highlands County and CitySwitch II-A, LLC. Commissioner Kirouac seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Tower Removal Agreement file***.

C. Request approval of the Highlands County Evaluation and Appraisal Report (EAR) Notification Letter for the County's Comprehensive Plan.

Jennifer Soto-Salisbury, Executive Director of the Central Florida Regional Planning Council, presented the Evaluation and Appraisal Report Affidavit and explained that the affidavit, when signed by the Chairman, shows that Highlands County's Comprehensive Plan follows Florida's Statutes.

Chairman Roberts opened the floor to the Public. Input was received by Ray Royce.

Commissioner Kirouac moved to approve the affidavit and authorize the Chair to sign the EAR Notification letter to be sent to the Florida Department of Commerce. Commissioner Campbell seconded the motion.

Upon Roll Call, all Commissioners voted aye. The motion carried. ***See Fl. Dept of Commerce file.***

D. Request for direction on delaying programmed grant projects within Florida Department of Transportation (FDOT) Work Program to FY 2029-2030 Five Year Work Program.

J.D. Langford, County Engineer, and Jonathan Harrison, Road & Bridge Director, presented the request for direction from the Commission and provided historical information on the previous FDOT agreements held with Highlands County. The commission addressed their concerns.

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

Chairman Roberts stated it was the Board's consensus to direct staff to take Option 1 as recommended from staff. ***See SMB 154 Page 123.***

E. Consider Statement of Legislative Intent for Impact Fee Moratorium Extension.

Leah Sauls, Development Services Director, and J.D. Langford, County Engineer, presented the request. Ms. Sauls requested direction regarding an extension of the Impact Fee Moratorium.

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

It was a consensus of the Board is to extend the moratorium for one year. ***See SMB 154 Page 124.***

12. COUNTY ADMINISTRATION AND LEGAL

A. County Attorney Status Report.

Sherry Sutphen, County Attorney, introduced Claire Wubben, law student who is currently an intern at Roper, Townsend, and Sutphen, P.A. Ms. Sutphen shared there are no current lawsuits and shared that she and Bert Harris, III, spoke at the Florida Association of County Attorneys regarding annexations. ***See SMB 154 Page 125.***

B. Summary Presentation of the FY 2024/2025 Recommended Budget.

David Nitz, OMB Manager, and Valerie Fleeger, Senior Budget Analyst, presented the recommended budget for fiscal year 2024/2025. ***See SMB 154 Page 126.***

Commissioner Elwell explained that the General Fund increase needs to stay at the 5-percentile range and advised all to cut down on unnecessary big purchases. Commissioner Tuck reiterated Commissioner Elwell's comments and requested directors take a closer look at the fiscal spending. Commissioner Kirouac questioned if Fund Balance has been touched. Mr. Nitz advised that the Fund Balance hasn't been touched in at least 5-7 years. Commissioner Kirouac stated that it is going to be a tough process, especially with the economic inflation, not only for taxes but also with raises for staff.

Chairman Roberts stated there is a lot of work ahead and appreciates the preliminary presentation.

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

Laurie Hurner, County Administrator, and Leah Sauls, Development Services Director, recognized Cynthia Kramer, Planning & Zoning Manager, for becoming a certified planner with the American Institute of Certified Planners, and shared that with this certification, Ms. Kramer is now recognized nationally.

Laurie Hurner provided an update on the Lake Placid Fire Station and the hospital sale.

Ms. Hurner also shared that she completed the County Government Education (CGE) program and received a certificate from the Institute of County Government during the Florida Association of Counties annual conference last week.

13. COMMISSIONERS

Commissioner Elwell congratulated Laurie Hurner and Cynthia Kramer for their recent accomplishments and wished everyone a happy and safe Fourth of July.

Commissioner Tuck, as liaison to the Veterans Advisory Board, stated the veterans are in desperate need of a

wheelchair accessible van. Ms. Tuck also suggested not selling the hospital and use it for office space.

Commissioner Kirouac advised that the Commission and staff need to keep a keen eye on the budgeting process and numbers. Mr. Kirouac addressed his comments in regards to the fire assessment categories.

Commissioner Campbell stated he visited the Sebring Airport Authority and viewed diagrams for a presentation on EVTAL drones that accommodates passengers.

Chairman Roberts questioned if county offices should be closed on July 5th, as the Constitutional Officers have it off and asked for discussion. After discussion, it was a consensus of the Board to keep the current schedule and not close on July 5th.

14. INFORMATIONAL

A. Board payables from April 2, 2024, to April 15, 2024. *See Check Report file.*

15. ADJOURN

Commissioner Kirouac moved to adjourn the Regular Meeting of the Board.

Chairman Roberts called for those in favor. The ayes have it and the motion carried.

The meeting adjourned at 12:38 p.m.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **November 19th, 2024.**

PRESENTER:

SUBJECT/TITLE: **Approval of July 9th, 2024, Budget Workshop Minutes.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move to approve of July 9th, 2024, Budget Workshop Minutes.

FISCAL IMPACT

Attachments: 070924SPBUDGETWKSHP.pdf

SPECIAL MEETING OF THE BOARD, JULY 9, 2024
WORKSHOP ON THE PROPOSED FY 2024/2025 BUDGET
CONSTITUTIONAL OFFICERS AND OUTSIDE AGENCIES

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 Kevin J. Roberts	**Commissioner Arlene Tuck**
Commissioner Scott A. Kirouac	**Commissioner Don Elwell**

Also, present: Katie Houlihan, Assistant County Attorney; Laurie Hurner, County Administrator, Jerome Kaszubowski, Clerk of Courts; and Savannah Demeri, Deputy Clerk.

Commissioner Chris Campbell was absent.

This meeting was properly advertised, and a proof of publication was submitted to the Clerk to become part of the permanent record.

2. INVOCATION
The meeting opened with a prayer led by Ed Sager, with the Highlands Grace Reformed Church.

3. PLEDGE OF ALLEGIANCE
The Pledge of Allegiance was led by Brandon Gunn, U.S. Marine Corps Veteran, and Parks and Facilities Director.

4. WORKSHOP:

A. Workshop to consider CFS presentation.
David Nitz, OMB Manager, and Valerie Fleeger, Senior Budget Analyst, provided the presentation for the Capital Financial Strategy for fiscal years 2023/2024 through 2032/2033 and helped address concerns raised by the commission. ***See SMB 154 Page 129.***

Meeting was put into recess from 11:30 a.m. to 12:00 p.m.

5. WORKSHOP – DEPARTMENTAL PRESENTATIONS

A. Business Services Budget Presentation.
Tanya Cannady, Business Services Director, presented the FY 24/25 proposed budget for the Board's Business Services departments and addressed an error listed in her presentation. On the Funds Summary page, the total percent change from last year's adopted budget should reflect -2.36%. Ms. Cannady questioned if the commission was interested in adding any dollars for a lobbyist. After discussion, the commission was in favor of moving forward.

The Commission addressed their concerns and after further discussion, requested this budget be reduced to 5% increase or lower.

Laurie Hurner, County Administrator, advised that the departmental heads will take another look and bring back revised requests. ***See SMB 154 Page 130.***

B. Parks & Facilities Budget Presentation.

Brandon Gunn, Parks & Facilities Director, provided the presentation for the Parks & Facilities proposed budget and advised of an original 7.11% increase to his budget, however after further cuts, the increase is at 5.94%.

Commissioner Tuck questioned if Mr. Gunn was looking to add any new staff positions. Mr. Gunn responded that his department is looking to hire two new employees. ***See SMB 154 Page 131***.

C. Community Programs Presentation.

Cynthia Acevedo, Community Programs Director, presented the proposed budget for the Community Programs Department, and explained the budget increase derived from the new divisions added to her department, being County Misdemeanor Probation Office, Public Library System, and the State Housing Initiatives Partnership. ***See SMB 154 Page 132.***

D. County Engineer Presentation.

JD Landford, County Engineer, presented the proposed budget for the County Engineering department.

Commissioner Kirouac pointed out a possible math error with the percentage increase. Mr. Langford agreed and advised that his team will check the math and bring back a corrected request. He further described where each increase would be put towards. ***See SMB 154 Page 133.***

E. Solid Waste Presentation.

Bob Diefendorf, Solid Waste Director, presented the proposed budget for the Solid Waste department.

Mr. Diefendorf stated the original budget includes the purchase of a compactor; however, this purchase was not reflected in the CFS. Should the purchase be removed, the percentage increase would become even lower. ***See SMB 154 Page 134.***

F. Road & Bridge Presentation.

Jonathan Harrison, Road & Bridge Director, presented the proposed budget for the Road & Bridge department.

Mr. Harrison advised of a large decrease compared to last year's budget due to a one-time purchase that is not needed again this fiscal year. ***See SMB 154 Page 135.***

G. Public Safety Presentation.

Kelly Duppenthaler, Deputy Chief, accompanied by Corey Amundson, Emergency Management Director, presented the proposed budget for the Public Safety department.

Deputy Chief Duppenthaler explained the various decreases throughout the budget. Commissioner Elwell questioned the request for the Fire Assessment being $9.8 million. Deputy Chief Duppenthaler advised that he is correct. ***See SMB 154 Page 136.***

H. Development Services Presentation.

Leah Sauls, Development Services Director, presented the proposed budget for the Development Services department and stated the total increase to Development Services, with the exclusion of Building and Tourism, is 2%. ***See SMB 154 Page 137.***

I. County Extension Presentation.

Kati Lawson, Extension Director, presented the proposed budget for the County Extension Office and shared that a 26.5% increase was caused by salary increases, as well as two new part-time hires.

Commissioner Kirouac requested clarification on the previously approved MOU held with the University of Florida for staff positions. Ms. Lawson advised that the residential horticulture position is funded 100% by the county, and faculty positions are funded 60% by the University and $40% by the county. ***See SMB 154 Page 138.***

6. ADJOURN

Commissioner Kirouac moved to adjourn the Special Meeting of the Board.

Chairman Roberts called for those in favor. The ayes have it and the motion carries.

The meeting was adjourned at 2:11 p.m.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **Nov 19, 2024**

PRESENTER: **Paul Blackman, Sheriff**

SUBJECT/TITLE:

Request Adoption of Resolution 24-25-029 for Budget Amendment 24-25-018 to appropriate awarded VOCA FY 24/25 grant/project funds.

STATEMENT OF ISSUE

The Highlands County Sheriff's Office received an award from the Office of the Attorney General for victims of crime services (VOCA). This award of $94,751.00 requires no local match and is split between the HCSO & the CAC. This Budget Amendment is necessary to realign and appropriate budgeted funds for VOCA 24-25 (SO) into Project 24025.

RECOMMENDED ACTION

Move to Adopt Resolution 24-25-029 for Budget Amendment 24-25-018 to appropriate awarded VOCA FY 24/25 grant/project funds.

FISCAL IMPACT

The fiscal impact is an increase to Fund 005 (General) and the overall budget in the amount of $10,000.00. This grant was anticipated and budgeted but was awarded above what was anticipated.

Attachments: 24-25-018 Project 24025 VOCA 24-25 (SO) (BA).pdf
Attachments: 24-25-018R Project 24025 VOCA 24-25 (SO) (Resolution).pdf

REVIEWED
O.M.B DEPARTMENT
November 8, 2024
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **11/5/2024** SUBMITTED BY: **Sheriff**

FUND(S): **005** FUND TITLE(S): **General** COST CENTER(S) #: **3101, 3327**

PROJECT(S) #: **24025** PROJECT TITLE(S): **VOCA 24-25 (SO)** COST CENTER TITLE(S): **Sheriff-005, Law Enforcement Other**
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	005		3312211Z	VOCA GRANT		80,000.00		80,000.00	0.00
R	005		3312211Z	VOCA GRANT	24025	0.00	90,000.00		90,000.00
E	005	3327	54900Z	Project Other Chg & Obligation		80,000.00		80,000.00	0.00
E	005	3101	51001Z	Project Personal Services	24025	0.00	90,000.00		90,000.00
									0.00
									0.00
									0.00

REASON: **To realign and appropriate budgeted funds for VOCA 24-25 (SO) into Project 24025.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # 24-25-018

ACTION:

Board	____	Approved	____	Denied
County Administrator	____	Approved	____	Denied

SIGNATURE: _____

DATE: ____/____/____

Signature: _____

TRANSFER TYPE:

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

Posted by Clerk: _____

Form Revised 08/05/2020

RESOLUTION NO. 24-25-029

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 24-25-018 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 24-25-018 is hereby approved and authorized to set up and appropriate funding for project #24025 VOCA 24-25 (SO). The fiscal impact is an increase to Fund 005 (General) and the overall budget in the amount of $10,000.00. This grant was anticipated and budgeted but was awarded above what was anticipated.

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

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

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

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

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

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

PASSED AND ADOPTED this 19th day of November, 2024.

HIGHLANDS COUNTY, FLORIDA

By:_____
Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **November 19, 2024**

PRESENTER: **Corey Amundsen, Emergency Management Manager**

SUBJECT/TITLE: **Request approval of Resolution 24-25-031 the 2024-2025 Emergency Management Performance Grant (EMPG).**

STATEMENT OF ISSUE

The 2024-2025 Emergency Management Performance Grant (EMPG) agreement is for $59.368.00. This is an annual state grant for Emergency Management to assist in operational funding. This grant is one of two grants that make up the BASE grant funding for Emergency Management.

RECOMMENDED ACTION

Move to approve Resolution 24-25-031 the 2024-2025 Emergency Management Performance Grant (EMPG).

FISCAL IMPACT

The fiscal impact will be an increase to Fund 005 (General) in the amount of $59,368.00 and is used to supplement cost center 3991 (Local Emergency Mgmt).

Attachments: Res. 24-25-031.EMPG.G0565.sgs.pdf

RESOLUTION NO. 24-25-031

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO THE EMERGENCY MANAGEMENT PERFORMANCE GRANT WITH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT RELATED TO AGREEMENT NO.: G0565; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF AGREEMENT AND AUTHORIZATION TO EXECUTE; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Highlands County applied for a Federally Funded , Emergency Management Perfromance Grant, from the Florida Division of Emergency Management, which provides state funds to assist local governments in preparing for all hazards as authorized by Florida Statutes, Section 252.373; and

WHEREAS, the Florida Division of Emergency Management has awarded a Federally Funded Grant to Highlands County as set forth in that Agreement identified by Agreement No.: G0565; and

WHEREAS, Highlands County has determined that it is in the best interest of its citizens to accept the funding awarded by the Florida Division of Emergency Management and approve the associated Agreement.

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

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

SECTION 2. **Approval of Agreement and Authorization to Execute.** The Emergency Management Performance Grant Agreement No.: G0565, with the Florida Division of Emergency Management, attached hereto as **Exhibit "A"**, is hereby approved and the Chairperson, or Vice-Chairperson, is authorized to execute the same on behalf of the County.

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

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

SECTION 4. **Savings Clause.** All prior actions of Highlands County pertaining to the Florida Division of Emergency Management Grant Agreement No.:G0565, approved hereby, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

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

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

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

PASSED AND ADOPTED this ___ day of _____, 2024.

HIGHLANDS COUNTY, FLORIDA

By:_____
_____, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

Exhibit "A"
Florida Division of Emergency Management
Grant Agreement No.: G0565

Agreement Number: G0565

FY2024 EMERGENCY MANAGEMENT PERFORMANCE AGREEMENT (EMPG)

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."

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."

As defined by 2 C.F.R. § 200.1, "Sub-Recipient" means "a non-federal entity that receives a subaward from a pass-through entity to carry out part of a federal award."

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."

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."

The following information is provided pursuant to 2 C.F.R. § 200.332:

Sub-Recipient's name:	Highlands County
Sub-Recipient's unique entity identifier:	DVGCME96DX5
Federal Award Identification Number (FAIN):	EMA-2024-EP-05024
Federal Award Date:	10/01/023 – 09/30/2026
Subaward Period of Performance Start and End Date:	10/01/2024 – 03/31/2026
Budget Period Start and End Date:	07/01/2024 – 03/31/2026
Amount of Federal Funds Obligated by this Agreement:	$59,368.00
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity:	$
Federal award project description (see FFATA):	See Article 1, Agreement Articles
Name of Federal awarding agency:	Dept. of Homeland Security
Name of pass-through entity:	FL. Division of Emergency Mgmt.
Contact information for the pass-through entity:	Kevin Guthrie, Executive Director 2555 Shumard Oak Boulevard Tallahassee, Florida 32399
Assistance Listings Number and Title	97.042-Emergency Management Performance Grant (EMPG) Program
Whether the award is R&D:	N/A
Indirect cost rate for the Federal award:	31.90%

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 "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 subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal Government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

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

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. § 200.302(a) provides: “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. . .” Therefore, section 215.971, Florida Statutes, entitled “Agreements funded with federal or state assistance,” applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.”

b. 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 Sub-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 Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-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 Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State of Florida and Federal laws, rules and regulations, including those identified in Attachment D. 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) CONTACT

a. In accordance with section 215.971(2)(a)1, 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. The Grant Manager for the Division shall:

i. Monitor and document Sub-Recipient performance; and,

ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Tamisha Jenkins, Grant Manager
2555 Shumard Oak Boulevard
Tallahassee, Florida
Telephone: 850-815-4367
Email: Tamisha.Jenkins@em.myflorida.com

c. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Laurie Hurner
County Administrator

Telephone: 863-402-7670
Fax: _____
Email: lhurner@highlandsfl.gov

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

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Agreement shall be signed by the Sub-Recipient and returned to the Division for execution no later than forty-five (45) days following initial notification of receipt. Failure to return the signed agreement by the deadline may result in termination of the grant award.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

Subrecipients may initiate a one-time extension of the period of performance by up to six (6) months unless one or more of the conditions outlined in (i) through (iii) of this section apply. For one-time extensions, the subrecipient shall notify the Division in writing with the supporting reasons and revised period of performance at least one hundred eighty (180) calendar days before the end of the period of performance. This one-time extension shall not be exercised merely for the purpose of spending down the award balance. Extensions require explicit prior Division approval when:

(i) The terms and conditions of the federal award prohibit the extension.

(ii) The extension requires additional federal funds.

(iii) The extension involves any change in the approved objectives or scope of the project.

(7) SCOPE OF WORK.

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachments A and B of this Agreement.

(8) PERIOD OF AGREEMENT.

This Agreement shall begin **October 1, 2024 and shall end March 31, 2026** unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. § 200.1, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with 2 C.F.R. § 200.1, the Sub-Recipient may receive reimbursement under this Agreement only for "allowable costs incurred during the period of performance." 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.

(9) FUNDING

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 shall reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A and B of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **$59,368.00.**

d. As required by 2 C.F.R. § 200.415(a), any request for payment under this Agreement shall 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)."

e. The Division shall review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment B, that 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.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. § 200.1 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. § 200.329, that the Division and the Sub-Recipient "relate financial data to performance goals and objectives of the Federal award."

g. If authorized by the federal awarding agency, then the Division shall reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. § 200.430 ("Compensation—personal services") and 2 C.F.R. § 200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (*see* 29 U.S.C. § 207(e)(2)), then the Division shall treat the expense as a fringe benefit. 2 C.F.R. § 200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. § 200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

i. They are provided under established written leave policies;

ii. The costs are equitably allocated to all related activities, including federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-federal entity or specified grouping of employees.

h. If authorized by the federal awarding agency, then the Division shall reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. § 200.475. Reimbursement for travel shall be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. 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 shall provide documentation that:

i. 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,

ii. Participation of the individual in the travel is necessary to the Federal award.

i. 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 grant agreement period and produce a final reconciliation report. The final report shall identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. § 200.1, 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.

k. 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 and may not exceed fifty percent of the grant award. If an advance payment is requested, an estimated expense table and justification statement shall be included with this

Agreement as indicated in Attachment E, Justification of Advance Payment. Attachment E shall specify the amount of advance disbursement requested and provide an explanation of the necessity for and proposed use of the funds.

(10)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 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 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 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 three (3) years from the date of submission of the final expenditure report. The following are the only exceptions to the three (3) year requirement: Financial records, supporting documents, statistical records, and all other non-federal entity records pertinent to a federal award shall be retained for a period of three (3) years from the date of submission of the final expenditure report or, for federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the federal awarding agency or pass-through entity in the case of a Sub-Recipient. federal awarding agencies and pass-through entities shall not impose any other record retention requirements upon non-federal entities.

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

ii. When the non-federal entity 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 shall be retained for three (3) years after final disposition.

iv. When records are transferred to or maintained by the federal awarding agency or pass-through entity, the three (3) year retention requirement is not applicable to the non-federal entity.

v. Records for program income transactions after the period of performance. In some cases, recipients shall 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).

1. If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the three (3) year retention period for its supporting records starts from the date of such submission.
2. If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the federal Government (or to the pass-through entity) for negotiation purposes, then the three (3) year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

d. In accordance with 2 C.F.R. § 200.335, the federal awarding agency shall 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. However, in order to avoid duplicate recordkeeping, the federal awarding agency may make arrangements for the non-federal entity to retain any records that are continuously needed for joint use.

e. In accordance with 2 C.F.R. § 200.336, the Division shall 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 shall 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(e), 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. Section 286.011, Florida Statutes (Florida's Government in the Sunshine Law), 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 shall be open to the public; (2) reasonable notice of such meetings shall be given; and (3) minutes of the meetings shall 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, Section 286.011, Florida Statutes (Florida's Government in the Sunshine Law), also 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, Section 286.011, Florida Statutes, 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 Section 286.011, Florida Statutes, (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. Chapter 119, Florida Statutes (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 chapter 119, Florida Statutes.

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 Program Budget and Scope of Work - Attachment A and B - 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) 815-7671, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11)AUDITS

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

b. 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)."

c. 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."

d. 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.

e. 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 shall be received by the Division no later than nine (9) months from the end of the Sub-Recipient's fiscal year.

f. 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:

DEMSingleAudit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

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

https://facides.census.gov

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingleAudit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(12)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 Attachment B-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 close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The close-out report is due sixty (60) days after termination of this Agreement or thirty (30) 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 (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with Attachments A and B of this Agreement.

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 Attachment B.

(13)MONITORING.

a. Consistent with 2 C.F.R. § 200.328 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 Attachment B to this Agreement and reported in the quarterly report.

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. In the event that 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 shall monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14)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 shall, 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.

(15)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 (16); 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.

(16)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 the amount of costs incurred for any items determined to be ineligible;

f. The Division may Administratively close an Agreement. The Division may use the administrative close-out process when a Sub-Recipient is not responsive to reasonable efforts to collect required reports needed to complete the standard close-out process. The Division shall make three (3) written attempts to collect required reports before initiating administrative close-out. In addition, if an agreement is administratively closed, the Division may decide to impose remedies for noncompliance per 2 C.F.R. § 200.339, consider this information in reviewing future award applications, or apply special conditions to existing or future awards. If the Division needs to administratively close an agreement, this may negatively impact a Sub-Recipient’s ability to obtain future funding; and

g. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies shall 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 shall 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.

(17)TERMINATION

a. The Division may terminate this Agreement for cause after thirty days (30) 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 cause after rejecting an appeal submitted due to noncompliance, nonactivity, and/or a lack of expenditures for four (4) consecutive quarterly reporting periods.

c. 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.

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

e. In the event that this Agreement is terminated, the Sub-Recipient shall not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient shall cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice shall 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.

(18)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 shall 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 ten (10) 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 shall 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 shall 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 (17) 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 shall 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 shall 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 (17) 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. effected

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(b) contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals shall be excluded from competing for such procurements. The Sub-Recipient or pass-thru entity shall disclose to the Division, in writing, any real or potential conflict of interest that may arise during the administration of the Federal award, as defined by federal statutes or regulations, or their own existing policies, within five (5) days of learning of the conflict of interest. "Conflict of interest" is considered as any situation where an employee, officer, or agent, any members of his or her immediate family, or his or her partner has a close personal relationship, business relationship, or professional relationship, with a recipient or Sub-Recipient.

i. As required by 2 C.F.R. § 200.319(a), 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.

j. "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.

k. 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.

l. The Sub-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.

m. For each subcontract, the Sub-Recipient shall provide information to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Florida Statutes, except for the requirement the subcontractor be domiciled in Florida, on the required Procurement Method Report (Form 5). Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. § 200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

n. The Federal Emergency Management Agency (FEMA) has developed helpful resources for Sub-Recipients using federal grant funds for procurements. These resources are generally available at https://www.fema.gov/grants/procurement. 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.

(19)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:

i. Exhibit 1 - Funding Sources

ii. Exhibit 2 – Certification Regarding Telecommunications and Video Restrictions

iii. Exhibit 3 – Certification Regarding Lobbying

iv. Attachment A – Program Budget

v. Attachment B – Scope of Work

vi. Attachment C – Deliverables and Performance

vii. Attachment D – Program Statutes and Regulations

viii. Attachment E – Justification of Advance Payment

ix. Attachment F – Warranties and Representations

x. Attachment G – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

xi. Attachment H – Statement of Assurances

xii. Attachment I – Mandatory Contract Provisions

xiii. Attachment J – Financial and Program Monitoring Guidelines

xiv. Attachment K – EHP Guidelines

xv. Attachment L – Reimbursement Checklist

xvi. Attachment M– Foreign Country of Concern Affidavit – Personal Identifying Information Contract

(20) PAYMENTS

a. 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 subparagraph (9)b. 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.

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 (12) of this Agreement.

c. 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 requests for advance payments shall be reviewed and considered on a case-by-

case basis. All advances are required to be held in an interest-bearing account and shall not exceed fifty percent of the grant award. If an advance payment is requested, an estimated expense table and justification statement shall be included in this Agreement. All advance requests shall be submitted at the time of execution of the original agreement, unless an Environmental Historical Preservation (EHP) review is required. If an EHP is required advance payments shall not be processed until approval from FEMA has been received. Advance requests can only be made by completing Attachment E and shall 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.

(21)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.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the 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. The laws of the State of Florida shall govern this Agreement. The Division and the Sub-Recipient submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to this Agreement. Further, the Sub-Recipient hereby waives any and all privileges and rights relating to venue it may have under chapter 47, Florida Statutes, and any and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those grounded on convenience. The Sub-Recipient hereby submits to venue in the county chosen by the Division, to wit: Leon County, Florida.

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 shall not submit a bid on a contract to provide any goods or services to a public entity, shall not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, shall not submit bids on leases of real property to a public entity, shall not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and shall 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 (5) 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 (22) f. ii. of this certification; and,

iv. Have not within a five (5) year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

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 G) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form shall 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 shall 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 1324a(e) [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 five (5) years from the date of purchase or the completion of the improvements or as further required by law.

m. Unless preempted by federal law, 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), F.S., 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.

n. If applicable, pursuant to Section 255.0993, Florida Statutes, the Sub-Recipient shall ensure that any iron or steel product, as defined in Section 255.0993(1)(b), Florida Statutes, that is permanently incorporated in the deliverable(s) resulting from this project, must be produced in the United States.

(23)LOBBYING PROHIBITION

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 shall 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 shall 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 M – Certification Regarding Lobbying.

(24)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 shall 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 shall indicate that no such property exists. The Division shall then, under Paragraph (24) 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.

(25)LEGAL AUTHORIZATION

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.

(26)EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. § 60-1.4(b), the Sub-Recipient hereby agrees that it shall 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 shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor shall 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 shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants shall receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

iii. The contractor shall 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 shall 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 shall 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 shall 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 shall 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 shall include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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 shall be binding upon each subcontractor or vendor. The contractor shall 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 shall 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 shall 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 shall furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it shall 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 shall 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 shall 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.

(27)<u>COPELAND ANTI-KICKBACK ACT</u>

The Sub-Recipient hereby agrees that, unless exempt under federal law, it shall 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.

(28)CONTRACT WORK HOURS AND SAFETY STANDARDS

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 shall 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 shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (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 forty (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 shall 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.

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

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $150,000, then any such contract shall 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 shall report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30)SUSPENSION AND DEBARMENT

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

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 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 shall comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and shall 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. pt. 180, subpart C and 2 C.F.R. pt. 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. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further

agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31)BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract shall 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 shall 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 Exhibit 3 – Certification Regarding Lobbying.

(32) 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 shallt 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").

(33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment H.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: HIGHLANDS COUNTY

By:_____

Name and Title: **Kevin Roberts, Chairman**

Date:_____

FID# **59-60000655**

If signing electronically: *By providing this electronic signature, I am attesting that I understand that electronic signatures are legally binding and have the same meaning as handwritten signatures. I am also confirming that internal controls have been maintained, and that policies and procedures were properly followed to ensure the authenticity of the electronic signature.*

I acknowledge that typewritten and/or script fonts are not acceptable as a digital signature. All electronic signatures shall be certified digital signatures and include: the signee's name, time, and date stamp.

This statement is to certify that I confirm that this electronic signature is to be the legally binding equivalent of my handwritten signature and that the data on this form is accurate to the best of my knowledge.

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: Kevin Guthrie, Executive Director

Date: _____

EXHIBIT – 1

Federal Programs and Resources Awarded

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program: **EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG) PROGRAM**

Federal Agency: U.S. Department of Homeland Security, Federal Emergency Management

Catalog of Federal Domestic Assistance title and number: 97.042

Award amount: $ **59,368.00**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

Federal Program: Emergency Management Performance Grant (EMPG) Program

List applicable compliance requirements as follows:

1. Sub-Recipient is to use funding to perform eligible activities as identified FY 2024 Department of Homeland Security Notice of Funding Opportunity.
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement or shall not be in compliance with the terms of the Agreement.
3. Sub-Recipient shall comply with specific laws, rules, or regulations that pertain to how the awarded resources shall be used or how eligibility determinations are to be made.

NOTE: 2 C.F.R. Part 200, and section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Sub-Recipient.

Sub-Recipient: HIGHLANDS COUNTY

By:_____ Date: _____

Kevin Roberts, Chairman

Printed Name and Title

If signing electronically: *By providing this electronic signature, I am attesting that I understand that electronic signatures are legally binding and have the same meaning as handwritten signatures. I am also confirming that internal controls have been maintained, and that policies and procedures were properly followed to ensure the authenticity of the electronic signature.*

I acknowledge that typewritten and\or script fonts are not acceptable as a digital signature. All electronic signatures shall be certified digital signatures and include: the signee's name, time and date stamp.

This statement is to certify that I confirm that this electronic signature is to be the legally binding equivalent of my handwritten signature and that the data on this form is accurate to the best of my knowledge.

EXHIBIT – 2

Certification Regarding Telecommunications and Video Restrictions

Effective August 13, 2020, DHS/FEMA Sub-Recipients, as well as their contractors and subcontractors, shall not use grant funds under the Emergency Management Performance Grant (EMPG) Program covered by this Agreement and provided in FY 2024 or previous years to:

1. Procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract to procure or obtain any equipment, system, or service that uses “covered telecommunications equipment or services” as a substantial or essential component of any system, or as critical technology of any system; or
2. Enter into, extend or renew contracts with entities that use or provide, as part of its performance of this agreement or any other contractual instrument, any equipment, system, or service that uses “covered telecommunications equipment or services” as a substantial or essential component of any system, or as critical technology as part of any system.

This prohibition regarding certain telecommunications and video surveillance services or equipment is mandated by section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018), and 2 C.F.R. § 200.216, 200.327, 200.471, AND Appendix II to 2 C.F.R. Part 200. Sub-Recipients may use DHS/FEMA grant funding to procure replacement equipment and services impacted by this prohibition, provided the costs are otherwise consistent with the requirements of the FY 2023 Preparedness Grants Manual, applicable appendix to the Manual, and applicable NOFO. DHS/FEMA shall publish additional guidance in a subsequent Information Bulletin or similar notice. Per section 889(f)(2)-(3) of the FY 2019 NDAA, covered telecommunications equipment or services means:

1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
2. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
3. Telecommunications or video surveillance services provided by such entities or using such equipment; or
4. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People’s Republic of China.

In the event the Sub-Recipient identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance or at any time or by any other source, the Sub-Recipient shall report the information to the Division:

1. Within one (1) business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

2. Within ten (10) business days of submitting the aforementioned information: Any further available information about mitigation actions undertaken or recommended. In addition, the Sub-Recipient shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that shall be incorporated to prevent future use or submission of covered telecommunications equipment or services.

<u>Sub-Recipient</u>: HIGHLANDS COUNTY

By:_____ Date: _____

Kevin Roberts, Chairman
_____
Printed Name and Title

If signing electronically: *By providing this electronic signature, I am attesting that I understand that electronic signatures are legally binding and have the same meaning as handwritten signatures. I am also confirming that internal controls have been maintained, and that policies and procedures were properly followed to ensure the authenticity of the electronic signature.*

I acknowledge that typewritten and\or script fonts are not acceptable as a digital signature. All electronic signatures shall be certified digital signatures and include: the signee's name, time and date stamp.

This statement is to certify that I confirm that this electronic signature is to be the legally binding equivalent of my handwritten signature and that the data on this form is accurate to the best of my knowledge.

EXHIBIT – 3

CERTIFICATION REGARDING LOBBYING

Check the appropriate box:

☐ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement shall 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 shall be equal to or 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 shall 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 shall 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 Sub-Recipients 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, **Highlands County**, 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. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of Sub-Recipient/subcontractor's Authorized Official

Kevin Roberts, Chairman
Name and Title of Sub-Recipient/subcontractor's Authorized Official

_____
Date

FY 2024 EMPG AGREEMENT
ATTACHMENT A
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 2023 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: G0565

1. PLANNING	$
2. ORGANIZATION	$ 59,368.00
3. EQUIPMENT	$
4. TRAINING	$
5. EXERCISE	$
6. MANAGEMENT AND ADMINISTRATION	$
7. TOTAL AWARD	**$59,368.00**

FY 2024 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			$59,368.00
Utilities (electric, water and sewage)			

Service/Maintenance agreements			
Supplies/Materials			
Memberships			
Publications			
Postage			
Storage			
TOTAL ORGANIZATION EXPENDITURES			**$** 59,368.00
Allowable Equipment Acquisition Costs	**Quantity**	**Unit Cost**	**Total Cost**
Personal protective equipment			
Information technology			
Cybersecurity enhancement equipment			
Interoperable communications equipment			
Detection Equipment			
Power equipment			
CBRNE Reference Materials			
CBRNE Incident Response Vehicles			
Physical Security Enhancement Equipment			
Logistics			
Other authorized equipment costs			
21GN-00-OCEQ - EOC Equipment & Supplies (provide description of EOC equipment & supplies)			
TOTAL EQUIPMENT EXPENDITURES			**$**
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			**$59,368.00**

REVISION DATE: _____

[Remainder of page intentionally left blank]

FY 2024 EMPG AGREEMENT

ATTACHMENT B – SCOPE OF WORK

I. GENERAL POLICY

The EMPG Program contributes to the implementation of the National Preparedness System by supporting the building, sustainment, and delivery of core capabilities. Core capabilities are essential for the execution of critical tasks for each of the five mission areas outlined in the National Preparedness Goal. The EMPG Program's allowable costs support efforts to build and sustain core capabilities across the Prevention, Protection, Mitigation, Response, and Recovery mission areas described in the Goal

FEMA requires recipients to prioritize grant funding to demonstrate how EMPG Program-funded investments support building or sustaining capabilities identified as high priority through the THIRA/SPR process and closing capability gaps that are identified in the state or territory's most recent SPR.

Based on Florida's FY2023 Stakeholders Preparedness Review (SPR) and other relevant sources, the FEMA Administrator and Executive Director identified the below core capabilities as priorities to address 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 categories:

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

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

The Subrecipient must successfully complete the following tasks and deliverables throughout the period of performance.

TASK 1: GRANT REQUIREMENTS

A. QUARTERLY MATCH

The FY 2024 EMPG Program has a cost-share requirement. Federal funds provided under the EMPG agreement shall be matched by the Subrecipient dollar-for-dollar totaling the award amount. The recipient contribution can be cash (hard match) or third-party in-kind (soft match). DHS/FEMA administers cost-matching requirements in accordance with 2 C.F.R. § 200.306. To meet matching requirements, the recipient contributions must be verifiable, reasonable, allowable, allocable, necessary under the grant program, and in compliance with all applicable federal requirements and regulations.

Emergency Management and Preparedness Assistance (EMPA) 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 Subrecipient must submit the following items in the Division of Emergency Management Enterprise System (DEMES).

DELIVERABLES

- Provide Quarterly Match **Form** 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.

TASK 2: IMPLEMENTATION OF THE NATIONAL PREPAREDNESS SYSTEM

A. NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) IMPLEMENTATION

EMPG Program Subrecipients are required to implement NIMS. 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 Subrecipients must certify that they have achieved or are working towards achieving NIMS implementation objectives. All Subrecipients **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 DEMES:

DELIVERABLES

- The Sub-Recipient shall complete the annual NIMS Data Collection Worksheet _Local, provided by the Preparedness Bureau during the month of September and uploaded into DEMES not later than December **1, 2024**.

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 DEMES:

DELIVERABLES

- Provide proof of participation by a representative of the Subrecipient 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 Subrecipient).

TASK 3: TRAINING AND EXERCISE

A. INTEGRATED PREPAREDNESS PLAN (IPP)

Subrecipients are required to engage senior leaders and other whole community stakeholders to identify preparedness priorities specific to training and exercise needs, which will guide development of the county's multi-year IPP. The IPP should identify a combination of planning, 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 State of Florida uses the Integrated Preparedness Plan Workshop (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 2026-2028 **IPP Data Sheets** by **April 30, 2025,** in DEMES
- Proof of participation by a representative of the Subrecipient in the appropriate Regional IPP Workshop (IPPW)

Reporting Requirements:

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

Supporting Documentation: Submission of IPP Data Sheets Only in DEMES not later than April 30, 2025. Proof of Participation (provided by the Training and Exercise Unit.) by a representative of the Subrecipient at the appropriate Regional IPP Workshop (IPPW).

B. TRAINING

All EMPG Program-funded personnel are expected to be trained emergency managers. 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 (IS)-100 (any version), IS-200 (any version), IS-700 (any version), and IS-800 (any version)4, and, **and**
- Professional Development Series (PDS) or the Emergency Management Professionals Program (EMPP) Basic Academy courses listed in the chart below.

PDS Professional Development Series	**OR**	**Basic Academy** Basic Academy Pre-requisites and Courses
IS0120.c: An Introduction to Exercises		IS0240.c: Leadership and Influence
IS0230.e: Fundamentals of Emergency Management		IS0241.c: Decision Making and Problem Solving
IS0235.c: Emergency Planning		IS0242.c: Effective Communication
IS0240.c: Leadership and Influence		IS0244.b: Developing and Managing Volunteers
IS0241.c: Decision Making and Problem Solving		S0100.c: An Introduction to the Incident Command System, ICS 100
IS0242.c: Effective Communication		IS0120.c: An Introduction to Exercises

IS0244.b: Developing and Managing Volunteers		IS0200.c: Basic Incident Command System for Initial Response
IS-244.b: Developing and Managing Volunteers		IS0230.e: Fundamentals of Emergency Management
IS-244.b: Developing and Managing Volunteers		IS0700.b: An Introduction to the National Incident Management System
		IS0800.d: National Response Framework, An Introduction
		IS0235.c: Emergency Planning
		E/L0101 Foundations of Emergency Management
		E/l0102 Science for Disasters
		E/L0103 Planning: Emergency Operations
		E/L0105 Public Information Basics

To demonstrate successful completion of task 3B for Quarters 1-4, the Sub-Recipient must submit the following items to DEMES:

DELIVERABLES

- The Staffing Detail for all EMPG funded personnel.
- Training verifications for EMPG funded personnel listed on Staffing Detail –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. All EMPG funded personnel are encouraged to participate in a minimum of three (3) exercises during the agreement period.

Submit the following item in DEMES:

DELIVERABLES

- Sub-Recipient must provide sign-in sheets for exercise in which EMPG funded personnel participated.
- If a local jurisdiction has experienced a major disaster and they would like to request exemptions for a scheduled exercise, the recipient should send this request to its assigned Grants Manager utilizing the quarterly report. Exemptions will be reviewed/approved by the State on a case-by-case basis.

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.

ATTACHMENT C

DELIVERABLES AND PERFORMANCE

Sub-Recipients shall comply with all the requirements in 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).

Funding is provided to perform eligible activities as identified in the FY 2023 Emergency Management Performance Grant (EMPG) Program Notice of Funding Opportunity (NOFO), consistent with the Department of Homeland Security (DHS) State Strategy. Eligible activities are outlined in the Allowable Cost and Eligible Activity for each category below:

I. Categories and Eligible Activities

FY 2023 EMPG allowable costs are divided into the following categories: **Planning, Organization, Equipment, Training, Exercise, and Management and Administration** in this Agreement. Each category's allowable costs have been listed in the "Budget Detail Worksheet" above.

A. Allowable Planning Related Costs

Funding may be used for security or emergency planning expenses and the materials required to conduct planning activities. Planning shall be related to the protection of the facility and the people within the facility and should include with access and functional needs as well as those

with limited English proficiency. Examples of planning activities allowable under this program include:

- Development and enhancement of security plans and protocols;
- Development or further strengthening of security assessments;
- Emergency contingency plans;
- Evacuation/Shelter-in-place plans;
- Coordination and information sharing with fusion centers, and
- Other project planning activities with prior approval from DHS/FEMA.

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, or credit card statements, or bank statements for proof of payment**.**

B. Allowable Organization Related Costs

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)

Additional Organizational Costs

There may be a need for emergency management personnel to wear clothing that clearly identifies their agency, organizational function, and responsibilities when carrying out their official emergency-related duties. EMPG funding may be used to purchase organizational clothing for full-time emergency management personnel who may be deployed for emergency operations, including when:

1. The Emergency Operations Center (EOC) is activated;
2. Emergency management personnel are deployed in the field to conduct damage assessments and response and recovery operations;
3. Assisting in and delivering official emergency management training and exercises, and;
4. Providing public information briefs and interviews on behalf of their emergency management agency.

The emergency management agency should maintain an inventory of such clothing and uniforms to allow for issuance to other personnel who may be deployed for emergency operations.

In addition:

1. EMPG funding **may not** be used to purchase clothing that would be used for everyday wear by emergency management employees or other personnel; and

2. Clothing, uniforms, undergarments, jackets, vests, etc. are also allowable for CERT members as listed on the Authorized Equipment List (AEL): 21GN-00-CCEQ | FEMA.gov.

For a complete list of other eligible clothing and protective gear allowable for purchase with EMPG funding, recipients are encouraged to refer to the AEL website for the most up to-date information: Authorized Equipment List | FEMA.gov.

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, or credit card statements, or 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).
    - Annual inventory of clothing and uniforms, if applicable.

C. Allowable Equipment Related Costs

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 the Purchase of Lights for Emergency Management Vehicles
In accordance with 316.2397(3)(c), Florida Statutes, only authorized emergency vehicles may operate emergency lights and/or sirens in response to an emergency. Such vehicles may show or display amber lights when actively responding to an emergency, provided they are not used going to-and-fro from the scene of operation or hazard without specific authorization of a law enforcement officer or law enforcement agency. To utilize EMPG funding to purchase emergency lights, the agency must make a written request to the Executive Director, Division of Emergency Management, and the Federal Emergency Management Agency (FEMA), requesting the authority to purchase since this equipment currently has no Authorized Equipment List (AEL) number. This request should address the statute that authorizes equipment usage, purchase cost of the emergency light package, and must include installation costs and vehicle year/make/model.

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.
- Costs associated with hiring, equipping, training, etc. sworn public safety officers whose **primary** job responsibilities include fulfilling traditional public safety duties such as law enforcement, firefighting, emergency medical services, or other first responder duties.
- Costs that supplant traditional public safety positions and responsibilities.
- Activities and projects unrelated to the completion and implementation of the EMPG Program.
- Clothing used for everyday wear by emergency management employees or other personnel.

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. Allowable Training Related Costs

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.

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 National Disaster & Emergency Management University (NDEMU) training or delivering NDEMU train-the-trainercourses
- Attending other Department of Homeland Security (DHS) 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 a training 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 ofemergency managers.

2 C.F.R. §200.432 defines the term conference as "a meeting, retreat, seminar, symposium, workshop orevent whose primary purpose is the dissemination of technical information beyond the non-Federal entityand 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 discussionof 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 oron 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 thisAgreement.

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, FloridaAdministrative 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 beexpended 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 theagency participating;
- The activity provides a direct educational or other benefit supporting the work and public purposeof the person attending;
- The duties and responsibilities of the traveler attending such meetings are compatible with theobjectives 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 requiredby 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 mustinclude:

- A statement explaining how the expense directly relates to the Recipient’s successfulperformance 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 anymeal or lodging included in a convention or conference registration fee paid by the state”). A continentalbreakfast 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 travelday 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 travelperiod.
- 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 Atravel on a midnight-to-midnight basis. A traveler on Class A or B travel who elects to be reimbursed on aper 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 asthe result of the Recipient's written travel policy (in other words, the reimbursement rates applyuniformly 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 $225 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 statementsfor proof of payment.
- Copies of the agenda, certificates and/or sign in sheets (if using prepopulated sign in sheets theymust 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 regularoperations 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.

Certain trainings may trigger Environmental Planning and Historic Preservation (EHP) requirements. Please reference the EHP sections in the NOFO and this Agreement for more information.

E. Allowable Exercise Related Costs

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 anannual 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 ofthe state or FEMA, whichever is applicable. The services of contractors/consultants may also beprocured 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 oftime (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 theexercise activities.
- **Supplies.** Supplies are items that are expended or consumed during the course of the planningand conduct of the exercise activities (e.g., gloves, non-sterile masks, and disposable protectiveequipment).
- **Other Items.** These costs are limited to items consumed in direct support of exercise activitiessuch 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 submittedon 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). Theonly vehicle costs that are reimbursable are fuel/gasoline or mileage;
- Equipment that is purchased for permanent installation and/or use, beyond the scope of exerciseconduct (e.g., electronic messaging signs);
- Durable and non-durable goods purchased for installation and/or use beyond the scope ofexercise 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 statementsfor 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 theEmergency Management Director or Lead Exercise Planner verifying attendance).

Certain exercises may trigger Environmental Planning and Historic Preservation (EHP) requirements. Please reference the EHP sections in the NOFO and this Agreement for more information.

F. Management and Administration

No more than 5% of each Sub-Recipient's total award shall be expended on Management and Administration costs.

- Hiring of full-time or part-time staff or contractors/consultants responsible for activities relating to the management and administration of EMPG funds. Hiring of contractors/consultants shall follow applicable federal procurement requirements at 2 C.F.R. §§ 200.318-200.327.
- Meeting-related expenses directly related to M&A of EMPG funds.

G. Maintenance and Sustainment

The use of DHS/FEMA preparedness grant funds for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are allowable, as described in DHS/FEMA Policy FP 205-402-125-1 (Additional guidance is provided in DHS/FEMA Policy FP 205-402-125-1, Maintenance Contracts and Warranty Coverage Funded by Preparedness Grants, located at: http://www.fema.gov/medialibrary/assets/documents/32474, under all active and future grant awards, unless otherwise noted.

Preparedness grant funds may be used to purchase maintenance contracts or agreements, warranty coverage, licenses and user fees. These contracts may exceed the period of performance if they are purchased incidental to the original purchase of the system or equipment as long as the original purchase of the system or equipment is consistent with that which is typically provided for, or available through, these types of agreements, warranties, or contracts. When purchasing a stand-alone warranty or extending an existing maintenance contract on an already-owned piece of equipment system, coverage purchased shall not exceed the period of performance of the award used to purchase the maintenance agreement or warranty. As with warranties and maintenance agreements, this extends to licenses and user fees as well.

H. Construction and Renovation

EMPG funding shall not be used for construction and renovation projects without prior written approval from the Division and DHS/FEMA. In some cases, the installation of equipment may constitute construction and/or renovation. All Sub-Recipients of EMPG funds shall request and receive approval from the Division and DHS/FEMA before any EMPG funds are used for any construction or renovation.

I. Indirect Facilities & Administrative (F&A) Costs

Indirect costs are allowable under this program as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414. Sub-Recipients with a current negotiated indirect cost rate agreement that desire to charge indirect costs to an award shall provide a 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 shall provide a copy of their proposal at the time of application. Post-award requests to charge indirect costs shall be considered on a case-by-case basis and based upon the submission of an agreement or proposal as discussed above.

J. Disposition

When original or replacement equipment, including excepted and controlled items, acquired under a federal award is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, except as otherwise provided in federal statutes, regulations, or federal awarding agency disposition instructions, the Sub-Recipient shall request disposition instructions from their Grant Manager and the State Administrative Agency (SAA) shall request disposition instructions from federal awarding agency as required by the terms and conditions of the federal award. ***Excepted or controlled equipment shall not be transferred and shall remain in the possession of the original FEMA grant recipient.***

The Sub-Recipient shall notify their Grant Manager via email one (1) year in advance of the expiration of the equipment's posted shelf-life or normal life expectancy or when it has been

expended. The Sub-Recipient shall notify their Grant Manager immediately if the equipment is destroyed, lost, or stolen.

K. Ensuring the Protection of Civil Rights

As the Nation works towards achieving the National Preparedness Goal, it is important to continue to protect the civil rights of individuals. Sub-Recipients shall carry out their programs and activities, including those related to the building, sustainment, and delivery of core capabilities, in a manner that respects and ensures the protection of civil rights for protected populations.

Federal civil rights statutes, such as Section 308 of the Stafford Act, Section 504 of the Rehabilitation Act of 1973, and Title VI of the Civil Rights Act of 1964, Age Discrimination Act, along with DHS and FEMA regulations, prohibit discrimination on the basis of race, color, national origin, sex, religion, age, disability, limited English proficiency, or economic status in connection with programs and activities receiving federal financial assistance from FEMA.

Monitoring and oversight requirements in connection with Sub-Recipient compliance with federal civil rights laws are also authorized pursuant to 44 C.F.R Part 7.

In accordance with civil rights laws and regulations, Sub-Recipients shall 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.

L. SAFECOM

Emergency communications systems and equipment shall meet applicable **SAFECOM Guidance**. Sub-Recipients shall coordinate with the Statewide Interoperability Coordinator (SWIC) and the State Interoperability Governing Body (SIGB) to ensure interoperability and long-term compatibility.

M. Procurement

The purpose of the procurement process is to ensure a fair and reasonable price is paid for the services provided. All procurement transactions shall 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 Statues; and,
- Sub-Recipient's local procurement policy.

To the extent that one standard is more stringent than another, the Sub-Recipient shall follow the more stringent standard. For example, if a state statute imposes a stricter requirement than a federal regulation, then the Sub-Recipient shall adhere to the requirements of the state statute.

The State of Florida procurement policy and procedure is as follows:

Amount	Documentation Required
Up to $2,499	Shall be carried out using good purchasing practices which may include certification of written or telephone quotes
$2,500 but less than 35,000	Submit summary of 2 (minimum) written quotes, signed by the vendor representative.
> $35,000	For vendors not on STC; submit documentation of Invitation to Bid Process (ITB), Request for Proposal (RFP) or Intent to Negotiate (ITN)
All Sole Source	FDEM pre-approval is required

Alternative Contract Source	Commodities or Services available to the State via outside contract vehicle. A copy of the executed contract shall be submitted along with additional quotes if GSA 70 or GSA 84.

Formal Competitive Solicitations: $35,000 and above and not available on STC include Invitation to Bid (ITB), Request for Proposal (RFP), or Invitation to Negotiate (ITN). Each requires a Scope of Work that meets all statutory requirements and formal posting or publication processes. **Subrecipients shall submit their formal solicitation documentation and subsequent vendor selection documentation for approval prior to initiating any work.**

The Division shall review the solicitation and provide comments, if any, to the Sub-Recipient. Consistent with 2 C.F.R. § 200.325, the Division shall 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 shall 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.

If the Sub-Recipient publishes a competitive solicitation after receiving comments from the Division that the solicitation is deficient, then the Division may:

- Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; and,
- Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

Examples of when to use each method:

Invitation to Bid: Procurement by sealed bidding is a method where bids are publicly solicited through formal advertising. It is when a Sub-Recipient can establish precise specifications for a commodity or service defining, with specificity, as further outlined in the scope of work.

Under this procurement method, the solicitation document used is known as the ITB. Sealed bidding is often utilized when the Sub-Recipient's requirements are known and specific in detail.

The sealed bid method is the preferred method for procuring construction services and is appropriate when the following conditions are present:

- Complete, adequate, and realistic specifications or purchase descriptions are available;
- Two or more responsible bidders are willing and able to compete effectively for the business;

The Sub-Recipient primarily selects the successful bidder based on price. This includes the price-related factors included within the solicitation. Other than the responsibility determination, the Sub-Recipient shall not select a contractor on the basis of non-price-related factors.

Sub-Recipients shall publicly advertise the ITB. The precise manner of advertising depends upon the facts and circumstances of the procurement, subject to any applicable state, local, and/or tribal requirements.

Sub-Recipients shall solicit bids from an adequate number of known suppliers. The regulation does not provide specific guidance regarding the method for soliciting additional bids or what constitutes an adequate number of qualified sources. These determinations shall be dependent upon the facts and circumstances of the procurement, subject to any relevant state, local, and/or federal requirements. The general requirements for an ITB are as follows:

- The ITB shall define the items or services including any specifications and pertinent attachments so potential bidders can properly respond.
- The subrecipient shall provide potential bidders sufficient time to prepare and submit bids prior to the date set for bid opening.
- All bids shall be opened at the date, time, and location established in the ITB.
- After the official bid opening procedures are completed, the subrecipient shall award a contract to the lowest price bid provided by a responsive and responsible bidder. If specified in the bidding documents, the subrecipient may consider discounts, transportation costs, and life cycle costs to determine which bid is the lowest.

If using the Sealed Bidding method of procurement, the subrecipient shall document the procurement history. Examples of circumstances under which a subrecipient may reject an individual bid include but are not limited to:

- The bid fails to conform to the essential requirements or applicable specifications as outlined in the ITB;
- The bid fails to conform to the delivery schedule as outlined in the ITB;
- The bid imposes conditions that would modify the requirements as outlined in the ITB;
- The Sub-Recipient determines that the bid price is unreasonable;
- The bid is submitted by a suspended or debarred vendor; and/or
- A bidder fails to furnish a bid guarantee when such a guarantee is required.

The contract should then be awarded to the responsible and responsive vendor who submits the lowest responsive bid. The Subrecipient shall also provide a justification letter to the Division supporting their selection.

Request for Proposal: Under this procurement method, the solicitation document used is also known as the RFP. Proposals are an acceptable method of procurement when the nature of the procurement does not lend itself to sealed bidding and when a cost-reimbursement contract is appropriate. Through this process, vendors can compete on a cost basis for like items or services. The request for proposals method of procurement is an acceptable method of procurement, where non-state entities cannot base the contract award exclusively on price or price-related factors due to the nature of the service or property to be acquired. Simply put, the Sub-Recipient can describe what it wants to accomplish but the methods or means to accomplish the desired outcome cannot be easily defined. An RFP is appropriate when the following conditions are present:

- The Sub-Recipient cannot base the contract award exclusively on price or price-related factors due to the nature or the service or property to be acquired;
- The requirements are less definitive, more development work is required, or there is a greater risk of performance;
- Technical capability, past performance, and prior experience considerations play a dominant role in source selection; and/or

- Separate discussions with individual offerors are expected to be necessary after they have submitted proposals. This is a key distinction from the sealed bidding method of procurement where discussions with individual bidders are prohibited and the contract shall be awarded based on price and price-related factors alone.

The Sub-Recipient shall publicize their RFP. The manner of the advertising depends upon the facts and circumstances of the procurement, subject to state, local, and/or tribal requirements. Within the advertisement, the Sub-Recipient shall identify all evaluation factors and their relative importance. The following provides several considerations for developing evaluation factors:

- The evaluation factors for a specific procurement should reflect the subject matter and elements that are most important to the Sub-Recipient.
- The evaluation factors may include such things as technical design, technical approach, length of delivery schedules, past performance, and quality of proposed personnel.
- The Sub-Recipient may use any one or a combination of source selection approaches as permitted under state, local, and/or tribal laws, regulations, and procedures, and these approaches will often differ based on the relative importance of price or cost for the procurement.
- If permitted by the Sub-Recipient, written procurement procedures, and applicable state, local, and/or tribal law, the Sub-Recipient may award a contract to the offeror whose proposal offers the “best value” to the Sub-Recipient. The solicitation shall also inform potential offerors that the award shall be made on a “best value” basis, which should include a statement that the Sub-Recipient reserves the right to award the contract to other than the lowest-priced offeror.
- The RFP shall identify evaluation factors and their relative importance; however, they need not disclose numerical or percentage ratings or weights.
- FEMA does not require any specific evaluation factors or analytic process, but the evaluation factors shall support the purposes of the grant or cooperative agreement.

The Sub-Recipient shall consider any response to a publicized request for proposals to the maximum extent practical. In addition to publicizing the request for proposals, non-state entities shall solicit proposals from an adequate number of offerors, providing them with sufficient response time before the date set for the receipt of proposals. Determining an adequate number of sources shall depend upon the facts and circumstances of the procurement, subject to relevant state, local, and/or tribal requirements.

The Sub-Recipient shall have a written method for conducting their technical evaluations of the proposals received and for selecting offerors. When evaluating proposals, FEMA expects the Sub-Recipient to consider all evaluation factors specified in its solicitation documents and evaluate offers only on the evaluation factors included in the solicitation documents. A Sub-Recipient shall not modify its evaluation factors after proposals have been submitted without re-opening the solicitation. In awarding a contract that will include options, FEMA expects the Sub-Recipient to evaluate proposals for any option quantities or periods contained in the solicitation if it intends to exercise those options after the contract is awarded.

The contract shall be awarded to the responsible offeror whose proposal is most advantageous to the program with price and other factors considered.

Invitation to Negotiate: If the Sub-Recipient has determined that an ITB or an RFP will not result in the best value, the Sub-Recipient may procure commodities and contractual services using the ITN process. The procurement file shall be documented to support why an ITB and a RFP will not result in best value (287.057(1)(c), Florida Statutes). Contracts that exceed $1 million require a Florida Certified Contract Negotiator. Contracts more than $10 million in any fiscal year, requires a Project Management Professional on the team.

Formal competitive solicitation postings or publication on an organization's website shall not be accepted as it discourages true competition. Effective FY2023 such postings shall be via a public forum for example the Florida Administrative Registry, local newspaper, etc.
The Division shall pre-approve all scopes of work for projects funded under this agreement. Also, to receive reimbursement from the Division, the Sub-Recipient shall provide the Division with a suspension and debarment form for each vendor that performed work under the agreement. Furthermore, if requested by the Division, the Sub-Recipient shall provide copies of solicitation documents including responses and justification of vendor selection.

Contracts may include:

State Term Contract: A **State Term Contract** is a contract that is competitively procured by the Division of State Purchasing for selected products and services for use by agencies and eligible users. Florida agencies and eligible users may use a request for quote to obtain written pricing or services information from a state term contact vendor for commodities or contractual services available on a state term contract from that vendor. Use of state term contracts is mandatory for Florida agencies in accordance with section 287.056, Florida Statutes.

Alternate Contract Source: An **Alternate Contract Source** is a contract let by a federal, state, or local government that has been approved by the Department of Management Services, based on a determination that the contract is cost-effective and in the best interest of the state, for use by one or all Florida agencies for purchases, without the requirement of competitive procurement. Alternate contract sources are authorized by subsection 287.042(16), Florida Statutes, as implemented by Rule 60A-1.045, Florida Administrative Code.

General Services Administration Schedules: The General Services Administration (GSA) is an independent agency of the United States Government. States, tribes, and local governments, and any instrumentality thereof (such as local education agencies or institutions of higher education) may participate in the GSA Cooperative Purchasing Program.). **Refer to the appropriate GSA Schedule for additional requirements.**

N. Piggybacking

The practice of procurement by one agency using the agreement of another agency is called piggybacking. The ability to piggyback onto an existing contract is not unlimited. The Sub-Recipient's written procurement policy shall be submitted to the Division and shall allow for piggybacking. The existing contract shall contain language or other legal authority authorizing third parties to make purchases from the contract with the vendor's consent. The terms and conditions of the new contract, including the Scope of Work, shall be substantially the same as those of the existing contract and approved by the Division. The piggyback contract shall not exceed the existing contract in scope or volume of goods or services. A Sub-Recipient shall not use the preexisting contract merely as a "basis to begin negotiations" for a broader or materially different contract.

Section 215.971, Florida Statutes

Statutory changes enacted by the Legislature impose additional requirements on grant and Sub-Recipient agreements funded with federal or state financial assistance. Section 215.971(1) states:

An agency agreement that provides state financial assistance to a Recipient or Sub-Recipient, as those terms are defined in section215.97, Florida Statutes, or that provides federal financial assistance to a Sub-Recipient, as defined by applicable United States Office of Management and Budget circulars, shall include all of the following:

- A provision specifying a Scope of Work that clearly establishes the tasks that the Recipient or Sub-Recipient is required to perform.
- A provision dividing the agreement into quantifiable units of deliverables that shall be received and accepted in writing by the agency before payment. Each deliverable shall 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.
- A provision specifying the financial consequences that apply if the Recipient or Sub-Recipient fails to perform the minimum level of service required by the agreement. The provision can be excluded from the agreement only if financial consequences are prohibited by the federal agency awarding the grant. Funds refunded to a state agency from a Recipient or Sub-Recipient for failure to perform as required under the agreement may be expended only in direct support of the program from which the agreement originated.
- A provision specifying that a Recipient or Sub-Recipient of federal or state financial assistance may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.
- A provision specifying that any balance of unobligated funds which has been advanced or paid shall be refunded to the state agency.
- A provision specifying that any funds paid in excess of the amount to which the Recipient or Sub-Recipient is entitled under the terms and conditions of the agreement shall be refunded to the state agency.
- Any additional information required pursuant to s. 215.97.

O. Unallowable Procurement Practices

Noncompetitive Pricing Practices: Noncompetitive pricing practices between firms or between affiliated companies are prohibited. Subrecipients shall undertake reasonable efforts to ensure that prospective vendors have not engaged in noncompetitive pricing practices when responding to a solicitation, and that they themselves have not when soliciting vendors. If noncompetitive pricing practices are identified, the activity shall be reported to the Division. Below are common noncompetitive pricing practices:

- **Bid rigging:** Occurs when conspiring competitors raise prices under a process where a purchaser acquires goods or services by soliciting competing bids. Competitors agree in advance who will submit the lowest priced or winning bid on a contract. Bid rigging takes many forms, but conspiracies usually fall into one or more of the following categories: bid suppression, complementary bidding, and bid rotation.
- **Bid suppression:** Where one or more competitor(s), who otherwise would be expected to bid or who have previously bid, agree to refrain from bidding or withdraw a previously submitted bid so that the designated winning competitor's bid will be accepted.
- **Complementary bidding:** Also known as "cover" or "courtesy" bidding, occurs when some competitors agree to submit bids that are either too high to be accepted or contain special terms that will not be acceptable to the buyer. Such bids are not intended to secure the buyer's acceptance but are merely designed to give the appearance of genuine competitive bidding while making the designated winning competitor's bid appear most attractive. Complementary bidding schemes are a frequent form of bid rigging. They defraud purchasers by creating the appearance of competition to conceal secretly inflated prices.

- **Bid rotation:** A scheme where all conspirators submit bids but take turns being the lowest bidder. The terms of the rotation may vary. For example, competitors may take turns on contracts according to the size of the contract, allocating equal amounts to each conspirator, or allocating volumes that correspond to the size of each conspirator company.

P. Unique Entity Identifier (UEI) and System for Award Management (SAM)
Sub-Recipients for this award shall:

- Be registered in SAM;
- Provide a valid DUNS number; and
- Continue to maintain an active UEI with current information at all times during which it has an active federal award.

Q. Reporting Requirements

1. Quarterly Programmatic Reporting:
The Quarterly Programmatic Report is due within thirty (30) days after the end of the reporting periods (March 31, June 30, September 30, and December 31) for the life of this contract.

- If a report(s) is delinquent, future financial reimbursements shall be withheld until the Sub-Recipient's reporting is current.
- If a report goes three (3) consecutive quarters from date of execution without the Sub-Recipient reflecting any activity and/or expenditures it shall result in the issuance of a noncompliance letter, and a written justification shall then be provided.
    - Based on the Division's determination, the Sub-Recipient shall have thirty (30) days to submit a letter of appeal to the Division.
    - Sub-Recipients shall only be allowed one opportunity to appeal.
    - If the appeal is denied, or if there is no response to the notification of noncompliance, the Sub-Recipient's funds shall be terminated.
- If a report goes four (4) consecutive quarters from date of execution without the Sub-Recipient reflecting any activity and/or expenditures, it shall result in termination of the agreement.

Programmatic Reporting Schedule

Reporting Period	Report due to FDEM no later than
January 1 through March 31	April 30
April 1 through June 30	July 31
July 1 through September 30	October 31
October 1 through December 31	January 31

2. Programmatic Reporting- Biannual Strategic Implementation Report (BSIR):
After the end of each reporting period, for the life of the contract unless directed otherwise, the Division, shall complete the Biannual Strategic Implementation Report in the Grants Reporting Tool (GRT) https://www.reporting.odp.dhs.gov. The reporting periods are **January 1-June, July 1-December 31.** Data entry is scheduled for December 1 and June 1 respectively. Future awards and reimbursement may be withheld if these reports are delinquent.

3. **Reimbursement Requests:**
   A request for reimbursement may be sent to your grant manager for review and approval at any time during the contract period. Reimbursements shall be requested within ninety (90) calendar days of expenditure of funds, and quarterly at a minimum. Failure to submit request for reimbursement within ninety (90) calendar days of expenditure shall result in denial of reimbursement. The Sub-Recipient should include the category's corresponding line-item number in the "Detail of Claims" form. This number can be found in the "Proposed Program Budget". A line-item number is to be included for every dollar amount listed in the "Detail of Claims" form.

4. **Close-out Programmatic Reporting:**
   The Close-out Report is due to the Florida Division of Emergency Management no later than sixty (60) calendar days after the agreement is either completed or the agreement has expired.

5. **Administrative Closeout**
   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. The Division shall make three (3) written attempts to collect required information before initiating an administrative closeout. If an award is administratively closed, the Division may decide to impose remedies for noncompliance per 2 C.F.R. § 200.339, consider this information in reviewing future award applications, or apply special conditions to existing or future awards.

R. Period of Performance (POP) Extensions

An extension to the period of performance identified in the agreement is allowable under limited circumstances and shall only be considered through formal, written requests to the Division. All extension requests shall contain specific and compelling justifications as to why an extension is required, and shall address the following:

1. The grant program, fiscal year, and agreement number;
2. Reason for the delay–including details of the legal, policy, or operational challenges that prevent the final expenditure of awarded funds by the deadline;
3. Current status of project activity;
4. Requested POP termination date and new project completion date;
5. Amount of funds reimbursed to date;
6. Remaining available funds;
7. Budget outlining how the remaining funds shall be expended;
8. Plan for completion, including milestones and timeframes for achieving each milestone and the position or person responsible for implementing the plan for completion; and
9. Certification that the activity(ies) shall be completed within the extended POP without any modification to the original statement of work, as described in the investment justification and as approved by FEMA.

Extension requests are typically granted for no more than a six (6) month period, and shall be granted only due to compelling legal, policy, or operational challenges. Extension requests shall only be considered for the following reasons:

- Contractual commitments by the recipient or Sub-Recipient with vendors prevent completion of the project within the existing POP;

- The project shall undergo a complex environmental review that cannot be completed within the existing POP;

- Projects are long-term by design, and therefore acceleration would compromise core programmatic goals; or
- Where other special or extenuating circumstances exist.

Subrecipient's shall be limited to one (1) extension over the grant period of performance. Extension requests shall not be considered within the last one hundred eighty (180) days of the grant period of performance.

S. Programmatic Point of Contact

Contractual Point of Contact	Programmatic Point of Contact
Tamisha Jenkins FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 815-4367 Tamisha.Jenkins@em.myflorida.com	Teresa Warner FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 815-4351 teresa.warner@em.myflorida.com

T. Contractual Responsibilities

- The Division shall determine eligibility of projects and approve changes in Scope of Work.
- The Division shall administer the financial processes.

U. Failure to Comply

- Failure to comply with any of the provisions outlined above shall result in disallowance of reimbursement for expenditures.

ATTACHMENT D

Program Statutes and Regulations

1) Age Discrimination Act of 1975 42 U.S.C. § 6101 *et seq.*
2) Americans with Disabilities Act of 1990 42 U.S.C. § 12101-12213
3) Chapter 473, Florida Statutes
4) Chapter 215, Florida Statutes
5) Chapter 252, Florida Statutes
6) Title VI of the Civil Rights Act of 1964 42 U.S.C. § 2000 *et seq.*
7) Title VIII of the Civil Rights Acts of 1968 42 U.S.C. § 3601 et seq.
8) Copyright notice 17 U.S.C. §§ 401 or 402
9) Assurances, Administrative Requirements, Cost Principles, Representations and Certifications 2 C.F.R. Part 200
10) Debarment and Suspension Executive Orders 12549 and 12689
11) Drug Free Workplace Act of 1988 41 U.S.C. § 701 et seq.
12) Duplication of Benefits 2 C.F.R. Part 200, Subpart E
13) Energy Policy and Conservation Act 42 U.S.C. § 6201 et seq.
14) False Claims Act and Program Fraud Civil Remedies 31 U.S.C. § 3729-3733 also 31 U.S.C. § 3801-3812
15) Fly America Act of 1974 49 U.S.C. § 41102 also 49 U.S.C. § 40118
16) Hotel and Motel Fire Safety Act of 1990 15 U.S.C. § 2225a
17) Lobbying Prohibitions 31 U.S.C. § 1352
18) Patents and Intellectual Property Rights 35 U.S.C. § 200 et seq.
19) Procurement of Recovered Materials section 6002 of Solid Waste Disposal Act
20) Terrorist Financing Executive Order 13224
21) Title IX of the Education Amendments of 1972 (Equal Opportunity in Education Act) 20 U.S.C. § 1681 et seq.
22) Trafficking Victims Protection Act of 2000 22 U.S.C. § 7104
23) Rehabilitation Act of 1973 Section 504, 29 U.S.C. § 794
24) USA Patriot Act of 2001 18 U.S.C. § 175-172c
25) Whistleblower Protection Act 10 U.S.C. § 2409, 41 US.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310
26) 53 Federal Register 8034
27) Rule Chapters 27P-6, 27P-11, and 27P-19, Florida Administrative Code
28) Section 287.138, Florida Statutes

ATTACHMENT E

JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT: _____

Requests for an advance shall be submitted at the time of agreement execution or approval of the EHP, if required. If you are requesting an advance, indicate same by checking the box below and completing the Estimated Expenses table.

[ ] **ADVANCE REQUESTED (Maximum request amount may not exceed fifty percent.)**

Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. This advance will be used on equipment specific projects within the budget of the agreement. We would not be able to operate the program without this advance.

ESTIMATED EXPENSES

Project	Days to complete	Funding amount requested

LINE-ITEM JUSTIFICATION **(For each line item, provide a detailed justification explaining the need for the cash advance. The justification shall include supporting documentation that clearly shows the advance shall be expended within the first ninety (90) days of the contract term or approval of the EHP, if required. 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 justification. Any advance funds not expended within the specified timeframe shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days, along with any interest earned on the advance)**

_____

_____

REQUESTS FOR ADVANCE PAYMENTS SHALL BE CONSIDERED ON A CASE-BY-CASE BASIS

****EHP SHALL BE COMPLETED AND APPROVED BY FEMA PRIOR TO ADVANCE****

Signature of Sub-Recipient

_____ Date: _____

Name and Title of Sub-Recipient

_____

ATTACHMENT F

WARRANTIES AND REPRESENTATIONS

Financial Management

The Sub-Recipient's financial management system shall comply with 2 C.F.R. § 200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement shall comply with the requirements of 2 C.F.R. § 200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§ 200.318 through 200.327).

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 - Friday 8:00am - 4:00pm.

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for the particular work for which they are hired by the Sub-Recipient.

ATTACHMENT G

CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION

Subcontractor Covered Transactions

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor its affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any federal department or agency.

SUB-CONTRACTOR:

_____

By: _____ _____
Signature Sub-Recipient's Name

_____ _____
Name and Title FDEM Agreement Number

_____
Street Address

_____
City, State, Zip

_____
Date

ATTACHMENT H

STATEMENT OF ASSURANCES

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the terms and conditions of your award. All Sub-Recipients shall comply with any such requirements set forth in the program NOFO.

All Sub-Recipients who receive awards made under programs that prohibit supplanting by law shall ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

All Sub-Recipients shall acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Any cost allocable to a particular federal award provided for in 2 C.F.R. Part 200, Subpart E shall not be charged to other federal awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or terms and conditions of the federal awards, or for other reasons. However, this prohibition would not preclude a Sub-Recipient from shifting costs that are allowable under two or more federal awards in accordance with existing federal statutes, regulations, or the terms and conditions of the federal award.

Sub-Recipients are required to comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which incorporated here by reference in the terms and conditions of your award.

All Sub-Recipients shall acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Sub-Recipient shall cooperate with any compliance review or compliant investigation conducted by the State Administrative Agency or DHS.

2. Sub-Recipient shall give the State Administrative Agency, DHS or through any authorized representative, access to and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

3. Sub-Recipient shall submit timely, complete, and accurate reports to the Division and maintain appropriate backup documentation to support the reports. Sub-Recipients shall also comply with all other special reporting, data collection and evaluation requirements, as prescribed by law or detailed in program guidance.

4. Sub-Recipient shall acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

5. Sub-Recipient who receives awards made under programs that provide emergency communications equipment and its related activities shall comply with SAFECOM Guidance for Emergency Communications Grants, including provisions on technical standards that ensure and enhance interoperable communications.

6. When original or replacement equipment acquired under this award by the Sub-Recipient is no longer needed for the original project or program or for other activities currently or previously

supported by DHS/FEMA, you shall request instructions from the Division to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313.

7. DHS/FEMA funded activities that may require an EHP review are subject to FEMA's Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If ground disturbing activities occur during construction, applicant shall monitor ground disturbance, and if any potential archeological resources are discovered, applicant shall immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

8. Sub-Recipients are required to comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act Sections 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers.

9. Sub-Recipient shall comply with the applicable provisions of the following laws and policies prohibiting discrimination:

    a. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).
    b. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.
    c. Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.
    d. Age Discrimination Act of 1975, which prohibits discrimination based on age.
    e. U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.

ATTACHMENT I

MANDATORY CONTRACT PROVISIONS

Provisions:

Any contract or subcontract funded by this Agreement shall 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 shall 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, shall 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 shall 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 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 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 shall 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 shall 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 shall be required to pay wages not less than once a week. The non-federal entity shall 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 shall be conditioned upon the acceptance of the wage determination. The non-federal entity shall report all suspected or reported violations to the federal awarding agency. The contracts shall 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 shall 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 shall 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 shall 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 shall 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 forty (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 forty (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 shall 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 shall 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 shall 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 shall 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) shall 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 shall file the required certification. Each tier certifies to the tier above that it shall 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 non-federal award.

(J) See 2 C.F.R. § 200.323 Procurement of recovered materials.

(K) See 2 C.F.R. § 200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See 2 C.F.R. § 200.322 Domestic preferences for procurements

(Appendix II to Part 200, Revised Eff. 11/12/2020).

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. § 200.327 and 2 C.F.R. Part 200, Appendix II.

ATTACHMENT J

FINANCIAL AND PROGRAM MONITORING GUIDELINES

Florida has enhanced state and local capability and capacity to prevent, prepare and respond to terrorist threats since 1999 through various funding sources including federal grant funds. The Division has a responsibility to track and monitor the status of grant activity and items purchased to ensure compliance with applicable Emergency Management Performance Grant (EMPG) Program grant guidance and statutory regulations. The monitoring process is designed to assess a Sub-Recipient agency's compliance with applicable state and federal guidelines.

Monitoring is accomplished utilizing various methods including desk monitoring and on-site visits. There are two primary areas reviewed during monitoring activities - financial and programmatic monitoring. Financial monitoring primarily focuses on statutory and regulatory compliance with administrative grant requirements. It involves the review of records associated with the purchase and disposition of property, projects and contracts. Programmatic monitoring seeks to validate and assist in the grant progress, targeting issues that may be hindering project goals and ensuring compliance with the purpose of the grant and overall grant program. Programmatic monitoring involves the observation of equipment purchased, protocols and other associated records. Various levels of financial and programmatic review may be accomplished during the monitoring process.

Pursuant to 2 C.F.R. § 200.337, the Division has the right, at all reasonable times, to make site visits or conduct desk reviews to review project accomplishments and management control systems to review award progress and to provide any required technical assistance. During site visits or desk reviews, The Division shall review recipients' files related to the award. As part of any monitoring and program evaluation activities, recipients shall permit the Division, upon reasonable notice, to review grant-related records and to interview the organization's staff and contractors regarding the program. Recipients shall respond in a timely and accurate manner to the Division's requests for information relating to the award.

Monitoring Selection and Scheduling:
Each year the Division shall conduct monitoring based on a "Risk Assessment". The risk assessment tool is used to help in determining the priority of Sub-Recipients that should be reviewed and the level of monitoring that should be performed. Note that although a given grant may be closed, it is still subject to either desk or on-site monitoring for a five (5) year period following closure.

Areas that shall be examined include:

- Management and administrative procedures;
- Grant folder maintenance;
- Equipment accountability and sub-hand receipt procedures;
- Program for obsolescence;
- Status of equipment purchases;
- Status of training for purchased equipment;
- Status and number of response trainings conducted to include number trained;
- Status and number of exercises;
- Status of planning activity;
- Anticipated projected completion;
- Difficulties encountered in completing projects;
- Agency NIMS/ICS compliance documentation;
- Equal Employment Opportunity (EEO Status);
- Procurement Policy

The Division may request additional monitoring/information of the activity, or lack thereof, generates questions from the region, the sponsoring agency or the Division's leadership. The method of gathering this information shall be determined on a case-by-case basis.

Monitoring Activities:
Desk reviews and site visits are two forms of monitoring. Desk monitoring is the review of projects, financial activity and technical assistance between the Division and the applicant via e-mail and telephone. On-site monitoring are actual visits to the Sub-Recipient agencies by Division representatives who examines records, procedures and equipment.

Desk monitoring is an on-going process. Sub-Recipients shall be required to participate in desk top monitoring as determined by the Division. This contact shall provide an opportunity to identify the need

for technical assistance (TA) and/or a site visit if the Division determines that a Sub-Recipient is having difficulty completing their project.

As difficulties/deficiencies are identified, the respective region or sponsoring agency shall be notified by the program office via email. Information shall include the grant Sub-Recipient agency name, year and project description and the nature of the issue in question. Many of the issues that arise may be resolved at the regional or sponsoring agency level. Issues that require further TA shall be referred to the division for assistance. Examples of TA include but are not limited to:

- Equipment selection or available vendors
- Eligibility of items or services
- Coordination and partnership with other agencies within or outside the region or discipline
- Record Keeping
- Reporting Requirements
- Documentation in support of a Request for Reimbursement

On-site monitoring shall be conducted by the Division or designated personnel. On-site monitoring visits shall be scheduled in advance with the Sub-Recipient agency POC designated in the grant agreement.

The Division shall also conduct coordinated financial and grant file monitoring. Subject matter experts from other agencies within the region or state may be called upon to assist in the form of a peer review as needed.

On-Site Monitoring Protocol

On-site monitoring visits shall begin with those grantees that are currently spending or have completed spending for that federal fiscal year (FFY). Site visits may be combined when geographically convenient. There is a financial/ programmatic On-site monitoring checklist to assist in the completion of all required tasks.

Site Visit Preparation

A letter shall be sent to the Sub-Recipient agency Point of Contact (POC) outlining the date, time and purpose of the site visit before the planned arrival date. The appointment shall be confirmed with the grantee in writing (email is acceptable) and documented in the grantee folder.

The physical location of any equipment located at an alternate site should be confirmed with a representative from that location and the address should be documented in the grantee folder before the site visit.

On-Site Monitoring Visit

Once Division personnel have arrived at the site, an orientation conference shall be conducted. During this time, the purpose of the site visit and the items the Division intends to examine shall be identified. All objectives of the site visit shall be explained during this time.

Division personnel shall review all files and supporting documentation. Once the supporting documentation has been reviewed, a tour/visual/spot inspection of equipment shall be conducted.

Each item selected for review shall be visually inspected whenever possible. Larger items (computers, response vehicles, etc.) shall have an asset decal (information/serial number) placed in a prominent location on each piece of equipment as per Sub-Recipient agency requirements. The serial number shall correspond with the appropriate receipt to confirm purchase. Photographs shall be taken of the equipment (large capital expenditures in excess of $1,000. per item).

If an item is not available (being used during time of the site visit), the appropriate documentation shall be provided to account for that particular piece of equipment. Other programmatic issues can be discussed

at this time, such as missing quarterly reports, payment voucher/reimbursement, equipment, questions, etc.

Post Monitoring Visit
Division personnel shall review the On-site monitoring worksheets and backup documentation as a team and discuss the events of the On-site monitoring.

Within forty-five (45) calendar days of the site visit, a post monitoring letter shall be generated and sent to the grantee explaining any issues and corrective actions required or commendations. Should issues or findings be identified, a noncompliance letter to that effect shall be generated and sent to the Sub-Recipient. The Sub-Recipient shall submit a Corrective Action Plan (CAP) within a timeframe as determined by the Division. Noncompliance on behalf of sub-grantees is resolved by management under the terms of the Sub-Grant Agreement. The On-site monitoring report and all back up documentation shall then be included in the Sub-Recipient's file.

Monitoring Responsibilities of Pass-thru Entities
Sub-Recipients who are pass-through entities are responsible for monitoring their Sub-Recipients in a manner consistent with the terms of the Federal award at 2 C.F.R. Part 200, including 2 C.F.R. § 200.332. This includes the pass-through entity's responsibility to monitor the activities of the Sub-Recipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved.

Sub-Recipient responsibilities also include but are not limited to: accounting of receipts and expenditures, cash management, maintaining adequate financial records, reporting and refunding expenditures disallowed by audits, monitoring if acting as a pass-through entity, other assessments and reviews, and ensuring overall compliance with the terms and conditions of the award or subaward, as applicable, including the terms of 2 C.F.R. Part 200.

[Remainder of page intentionally left blank]

ATTACHMENT K
EHP GUIDELINES

ENVIRONMENTAL PLANNING & HISTORIC PRESERVATION (EHP) COMPLIANCE GUIDELINES

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.

Some training and exercise activities require Environmental and Historic Preservation (EHP) Review, including exercises, drills or trainings that require any type of land, water, or vegetation disturbance or building of temporary structures or that are not located at facilities designed to conduct training and exercises. A thorough, detailed description of projects listed under these categories shall be required in order to determine allowability. Additional information on training requirements and EHP review can be found online at Environmental & Historic Preservation Guidance for FEMA Grant Applications | FEMA.gov. ***Once the grant agreement has been executed by both parties the EHP Screening Form shall be submitted to the Division within forty-five (45) days.***

EHP SCREENING FORM SUBMISSION

I. For projects requiring EHP review, the Sub-Recipient shall submit the EHP Screening Form to the State Administrative Agency (SAA) for review prior to funds being expended. The SAA Point of Contact for EHP review is:

Mr. Terence Blakely
Bureau of Preparedness Grants – EMPG Programmatic Manager
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: 850-815-4367
Terence.Blakely@em.myflorida.com

II. The SAA POC shall forward EHP Screening Forms to DHS/FEMA for review and approval.

III. Sub-Recipient's shall receive written approval from the SAA prior to the use of grant funds for project implementation. **THE PROJECT SHALL NOT BEGIN UNTIL FINAL FEMA APPROVAL IS RECEIVED.**

ATTACHMENT L
REIMBURSEMENT CHECKLIST

PLANNING

☐ 1. Does the amount billed by consultant add up correctly?

☐ 2. Has all appropriate documentation to denote hours worked been properly signed?

☐ 3. Have copies of all planning materials and work product (e.g. meeting documents, copies of plans) been included? (Note - If a meeting was held by Sub-Recipient or contractor/consultant of Sub-Recipient, an agenda and signup sheet with meeting date

☐ 4. Has the zero dollar invoice and signed from the consultant/contractor been included?

☐ 5. Has proof of payment been included?
_____ Canceled check, bank statement or transaction history (Showing the transaction was processed by the bank)
_____ Electronic Funds Transfer (EFT) Confirmation
_____ Credit Card Statement & payment to credit card company for that statement

☐ 6. Has Attachment G (found within Agreement with FDEM) been completed for this contractor/consultant and included in the reimbursement package?

☐ *7.* Has proof of purchase methodology been included? *Please see Form 5 of Reporting Forms or Purchasing Basics Attachment if further clarity is needed.*
_____ Sole Source
_____ State Contract (page showing contract #, price list)
_____ Competitive bid results (e.g., Quote, bid tabulation page)

Consultants/Contractors (Note: this applies to contractors also billed under *Organization*)

TRAINING

☐ 1. Is the course DHS approved?

☐ 2. Is there a course or catalog number?

☐ 3. If not, has FDEM approved the non-DHS training?

☐ 4. Have Sign-In Sheets, Rosters and Agenda been provided?

☐ 5. If billing for overtime and/or backfill, has documentation been provided that lists attendee names, department, # of hours spent at training, hourly rate and total amount paid to each attendee?
_____ Have documentation from entity's financial system been provided as proof attendees were paid?
_____ For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?

☐ 6. Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom training reimbursement costs are being sought?

☐ 7. Have any expenditures occurred in support of the training such as printing costs, costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment? If so, receipts and proof of payment shall be submitted.
_____ Canceled check, bank statement or transaction history (Showing the transaction was processed by the bank)
_____ Electronic Funds Transfer (EFT) Confirmation

_____ Credit Card Statement & payment to credit card company for that statement

☐ 8. Has proof of purchase methodology been included? *Please see Form 5 of Reporting Forms or Purchasing Basics Attachment if further clarity is needed.*
_____ Sole Source
_____ State Contract (page showing contract #, price list)
_____ Competitive bid results (e.g., Quote, bid tabulation page)

EXERCISE

☐ 1. Has documentation been provided on the purpose/objectives of the exercise?

_____ Situation Manual or Exercise Plan
_____ After-action report
_____ Sign-in sheets or roster

☐ 2. If exercise has been conducted are the following included:
_____ After-action report
_____ Sign-in sheets
_____ Agenda
_____ Rosters

☐ 3. If billing for overtime and backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at exercise, hourly rate and total paid to each attendee?
_____ Have documentation from entity's financial system been provided to prove attendees were paid?
_____ For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?

☐ 4. Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom exercise reimbursement costs are being sought?

☐ 5. Have any expenditures occurred on supplies (e.g., copying paper, gloves, tape, etc) in support of the exercise? If so, receipts and proof of payment shall be included.
_____ Canceled check, bank statement or transaction history (Showing the transaction was processed by the bank)
_____ Electronic Funds Transfer (EFT) Confirmation
_____ Credit Card Statement & payment to credit card company for that statement

☐ 6. Have any expenditures occurred on rental of space/locations for exercises planning and conduct, exercise signs, badges, etc.? If so, receipts and proof of payment shall be included.
_____ Canceled check, bank statement or transaction history (Showing the transaction was processed by the bank)
_____ Electronic Funds Transfer (EFT) Confirmation
_____ Credit Card Statement & payment to credit card company for that statement

☐ 7. Has proof of purchase methodology been included? *Please see Form 5 of Reporting Forms or Purchasing Basics Attachment if further clarity is needed.*
_____ Sole Source
_____ State Contract (page showing contract #, price list)
_____ Competitive bid results (e.g., Quote, bid tabulation page)

EQUIPMENT

☐ 1. Has the zero dollar invoice and signed from the consultant/contractor been include?

☐ 2. Has an AEL # been identified for each purchase?

☐ 3. If service/warranty expenses are listed, are they only for the performance period of the grant?

☐ 4. Has proof of payment been included?
_____ Canceled check, bank statement or transaction history (Showing the transaction was processed by the bank)
_____ Electronic Funds Transfer (EFT) Confirmation
_____ Credit Card Statement & payment to credit card company for that statement

☐ 5. If EHP form needed, has a copy of the approval DHS been included?

☐ 6. Has proof of purchase methodology been included? *Please see Form 5 of Reporting Forms or Purchasing Basics Attachment if further clarity is needed.*
_____ Sole Source
_____ State Contract (page showing contract #, price list)
_____ Competitive bid results (e.g., Quote, bid tabulation page)

TRAVEL/CONFERENCES

☐ 1. Have all receipts been turned in, itemized and do the dates on the receipts match travel dates?
_____ Airplane receipts
_____ Proof of mileage (Google or Yahoo map printout or mileage log)
_____ Toll and/or Parking receipts
_____ Hotel receipts (is there a zero balance?)
_____ Car rental receipts
_____ Registration fee receipts
_____ Note: Make sure that meals paid for by conference are not included in per diem amount

☐ 2. If travel is a conference has the conference agenda been included?

☐ 3. Has proof of payment to traveler been included?
_____ Canceled check, bank statement or transaction history (Showing the transaction was processed by the bank
_____ Electronic Funds Transfer (EFT) Confirmation
_____ Credit Card Statement & payment to credit card company for that statement
_____ Copy of paycheck if reimbursed through payroll

SALARY POSITIONS

1. Has a **signed** timesheet by employee and supervisor been included? Timesheet shall certify the hours and information presented as true and correct.

2. Has proof for time worked by the employee been included? Is time period summary included?
_____ Statement of Earnings
_____ Copy of Payroll Check
_____ Payroll Register
_____ For fusion center analysts, have the certification documents been provided to the Division to demonstrate compliance with training and experience standards?
_____ For fusion center analysts, has documentation of PPR submission via the annual Fusion Center Assessment been provided to the Division to demonstrate compliance with performance measurement requirements?

ORGANIZATION

☐ 1. If billing for overtime and backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at exercise, hourly rate and total paid to each attendee?
_____ Have documentation from entity's financial system been provided to prove attendees were paid?

_____ For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?

_____ For **Contract Security** has time & effort documentation been submitted? Is a time period summary included? (Signed & certified timesheets reflecting the name and number of hours spent) *****A signed contract between subrecipient and vendor shall be provided that outlines the agreement – number of officers, hourly rate, frequency, price, etc…)***

FOR ALL REIMBURSEMENTS - THE FINAL CHECK

- ☐ 1. Have all relevant forms been completed and included with each request for reimbursement (including Daily Activity Reports for OPSG)?
- ☐ 2. Have the costs incurred been charged to the appropriate POETE category?
- ☐ 3. Does the total on all Forms submitted match?
- ☐ 4. Do all quotes and invoices from the selected vendor provide a legible signature from vendor?
- ☐ 5. Do all paid invoices show a $0.00 balance?
- ☐ 6. Has Reimbursement Form been signed by the Grant Manager and Financial Officer?
- ☐ 7. Has the reimbursement package been entered into Sub-Recipients records/spreadsheet?
- ☐ 8. Have the quantity and unit cost been notated on Reimbursement Budget Breakdown?
- ☐ 9. If this purchase was made via Sole Source, have you included the approved Sole Source documentation and justification?
- ☐ 10. Do all of your vendors have a current W-9 (Taxpayer Identification) on file?
- ☐ 11. Has the Attachment G (found within Agreement with FDEM) or proof of SAM.gov registration been provided for the contractors/consultants with the reimbursement package.

Please note: FDEM reserves the right to update this checklist throughout the life of the grant to ensure compliance with applicable federal and state rules and regulations.

ATTACHMENT M
FOREIGN COUNTRY OF CONCERN AFFIDAVIT –
PERSONAL IDENTIFYING INFORMATION CONTRACT

Section 287.138, Florida Statutes, prohibits a Florida "Governmental entity"[2] from entering into or extending contracts with any other entity whereby such a contract, or extension thereof, could grant the other entity access to an individual's personal identifying information if that entity is associated with a "Foreign Country of Concern."[3] Specifically, section 287.138(2), Florida Statutes, prohibits such contracts with any entity that is owned by the government of a Foreign Country of Concern, any entity in which the government of a Foreign Country of Concern has a "controlling interest,"[4] and any entity organized under the laws of or which has its principal place of business in a Foreign Country of Concern.

As the person authorized to sign on behalf of Sub-Recipient, I hereby attest that the company identified above in the section entitled "Sub-Recipient Vendor Name" is not an entity owned by the government of a Foreign Country of Concern, no government of a Foreign Country of Concern has a controlling interest in the entity, and the entity has not been organized under the laws of or has its principal place of business in a Foreign Country of Concern.

I understand that pursuant to section 287.138, Florida Statutes, I am submitting this affidavit under penalty of perjury.

Sub-Recipient Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City:_____State:_____Zip: _____

Phone Number: _____

Email Address:_____

Certified By: _____
AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____

[2] As defined in Section 287.138 (1)(d), Florida Statutes.
[3] As defined in Section 287.138 (1)(c), Florida Statutes.
[4] As defined in Section 287.138 (1)(a), Florida Statutes.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **November 19, 2024**

PRESENTER: **Sarah Beth Murphy, Executive Manager of Business and Economic Development**

SUBJECT/TITLE: **Request approval of Amendment 1 to the Agreement between Highlands County and IBT Group USA for the design and installation of fiber optic cable.**

STATEMENT OF ISSUE

Highlands County staff and IBT Group USA worked to amend Exhibit "A" of the Broadband Agreement; the changes to this include a finalized version of the fiber routes and a change in the number of dark fiber lines to better serve the county. The original agreement was approved on July 16, 2024.

RECOMMENDED ACTION

Move to approve amendment 1 to the Agreement between Highlands County and IBT Group USA for the design and installation of fiber optic cable.

FISCAL IMPACT

There is no fiscal impact.

Attachments: BRW60E9AA441223_007320.pdf

AMENDMENT 1 TO THE AGREEMENT
BETWEEN HIGHLANDS COUNTY, FLORIDA
AND IBT GROUP USA, LLC

THIS AMENDMENT is entered into by and between HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as the "COUNTY" and IBT Group USA, LLC, 14261 Commerce Way, Miami Lakes, Florida 33016, hereinafter referred to as the "SUB-RECIPIENT").

WHEREAS, on July 16, 2024, the COUNTY entered into an Agreement with the SUB-RECIPIENT related to the Request for Proposal 22-023 four County-wide Broadband (hereinafter referred to as the "Agreement"); and

WHEREAS, the COUNTY has requested certain revisions to the Scope of Work to refine same; and

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

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

1. Exhibit "A" is hereby deleted in its entirety and replaced with **Exhibit "A-1"** attached hereto and made a binding part hereof.

2. All other terms and conditions of the Agreement shall remain in full force and effect. To the extent of any conflict between the terms and conditions of this Amendment 1 and the Agreement, this Amendment 1 shall prevail.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Amendment effective the _____ day of _____, 2024.

HIGHLANDS COUNTY

_____
Chair, Highlands County Board of County Commissioners

ATTEST:

_____
Jerome Kaszubowski, Clerk

IBT GROUP USA, LLC

By: _____

Print: Keyvan Sangelaji

Title: Managing Director

STATE OF Florida
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization of Keyvan Sangelaji, as Managing Director, of IBT Group USA, LLC, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the SUB-RECIPIENT, and who is personally known to me or who produced N/A as identification, and who did/did not take an oath this 13th day of November, 2024.

_____
NOTARY PUBLIC

MARIA G. ESPARZA
NOTARY PUBLIC
MY COMMISSION EXPIRES 3-20-2026
STATE OF FLORIDA
COMMISSION NUMBER HH 242509

(Stamp)

EXHIBIT "A-1"
SCOPE OF PROJECT

1. **PROJECT DESCRIPTION:** The SUBRECIPIENT shall construct/deploy an initial fiber optic network consisting of Highlands County backbone segment with the installation of single-mode fiber optic cable, capable of symmetrical service of a minimum of 100 Megabits per second (Mbps) download and 20 Mbps upload scalable to 100/100 Mbps symmetrical or higher speeds in support of high-speed, reliable, affordable broadband internet as depicted below. It is understood and agreed that the SUBRECIPIENT shall have use of existing County fiber and pathways in order to maximize use of the funding provided pursuant to this Agreement. The attached route map is the baseline of the Highlands County backbone segments and includes additional routes to be constructed. This may be updated from time to time through written amendment to this Agreement. This agreement allows for County Dark Fiber with a strand count of 72 that will serve as supplementary infrastructure utilizing the existing Highlands County duct and fiber connections. (See Page 3 of Exhibit A for initial scope)

2. **SUBRECIPIENT RESPONSIBILITIES:** The Subrecipient shall timely perform the Deliverables and Tasks described hereafter.

3. **DELIVERABLES:**

- Final design plans.
- Site surveys conducted within the proposed service area (in-person, using drones, or through written surveys).
- Permits obtained as required by federal, state, and local regulations.
- Right of way licenses or other interests secured by SUB-RECIPIENT.
- Pole and franchise agreements (as necessary).
- Mobilization and demobilization include all activities and associated costs for transportation of contractor's personnel, equipment, and operating supplies to and from the site.
- Maintenance of traffic services prior to and during construction.
- Deployment of Outside Plant and Inside Plant fiber optic cable network including cost of materials and labor (include but not limited to transmitters, receivers, cable, optical amplifier, coupler/splitters, multiplexor, demultiplexer, isolators, optical switches, or various function modes).
- Middle-mile tie ins to reach proposed service area.
- Last mile fiber within service area.
- Premises drops for premises passed within service area. (Not to Exceed 10)
- Pole replacement when necessary to attach additional cabling due to size or condition.

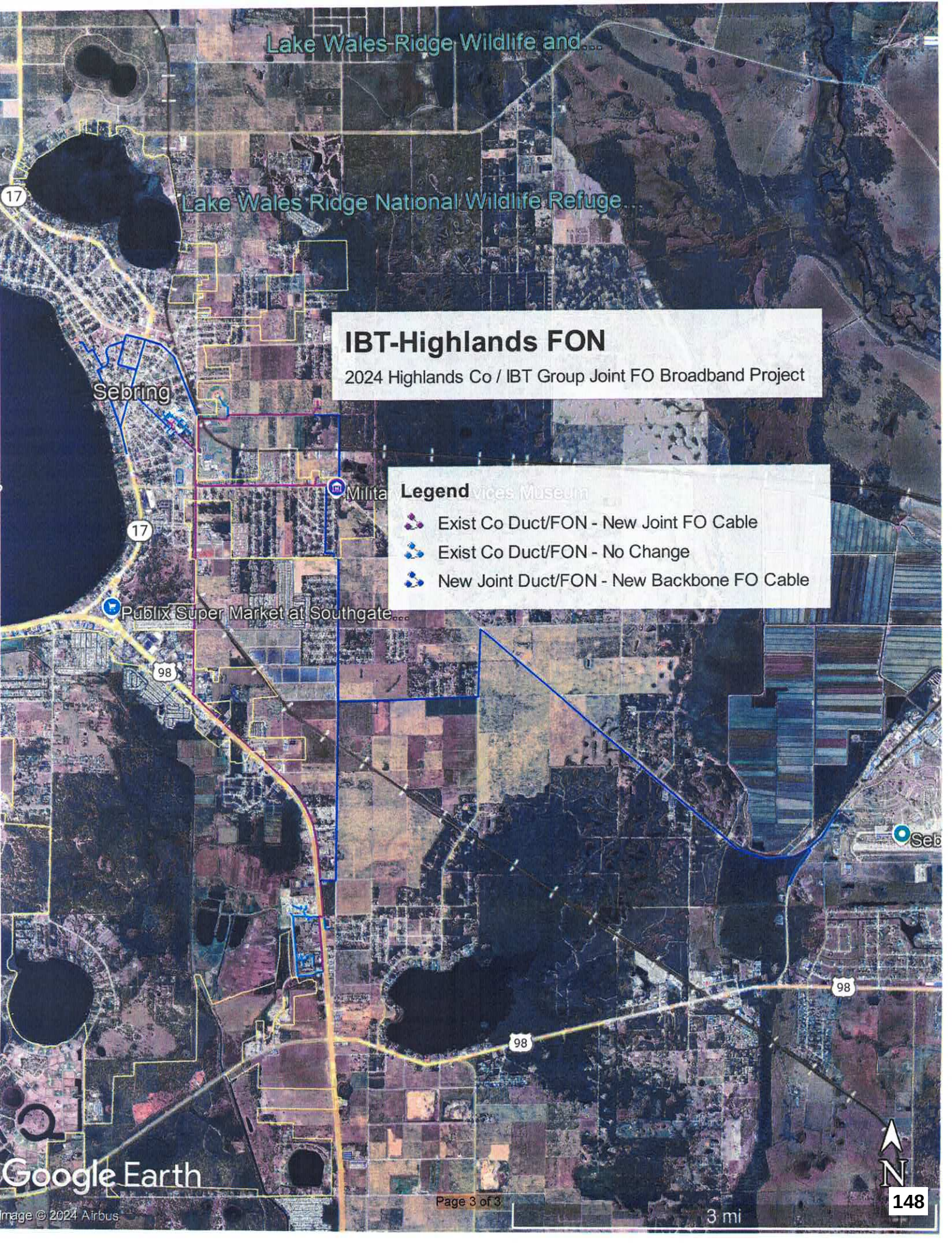
- Activities to make-ready for pole attachments.
- Project management and progress reporting.
- Restoration of disturbed ground.
- Test and verify fiber connections.

4. REPORTING:

Monthly: SUB-RECIPIENT shall report the information identified below, monthly, all progress relating to the tasks identified. Monthly reports are due no later than 10 calendar days after the end of each month of the program year and shall be sent each month until submission of the administrative close-out report. Reporting items are:

1. Fiber cable deployed (in miles or footage placed}
2. Number locations with 100/100 Mbps
3. Number locations with 100/20 Mbps scalable to 100/100 Mbps
4. Residential units passed
5. Businesses passed
6. Community Anchor Institutions passed
7. Farms passed
8. Towers built
9. Towers leased (long term)

Close-out Report: No later than 60 calendar days after this Agreement ends or is terminated, Subrecipient shall provide copies of all remaining document completed work.


Lake Wales Ridge Wildlife and...
Lake Wales Ridge National Wildlife Refuge...
IBT-Highlands FON
2024 Highlands Co / IBT Group Joint FO Broadband Project
Sebring
Legend
Exist Co Duct/FON - New Joint FO Cable
Exist Co Duct/FON - No Change
New Joint Duct/FON - New Backbone FO Cable
Publix Super Market at Southgate...
17
98
Google Earth
Image © 2024 Airbus
3 mi
N

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **November 19, 2024**

PRESENTER: **Leah Sauls, Development Services Director JD Langford, County Engineer**

SUBJECT/TITLE: **Request approval of Interlocal Agreement between Highlands County and The Highlands County Sheriff's Office for the purpose the agreement between Highlands County and Alfred Benesch & Company for the completion of the Highlands County Comprehensive Alternative Revenue Funding Study.**

STATEMENT OF ISSUE

The Highlands County Sheriff has agreed to pay for the Law Enforcement Portion of the Alternative Revenue Study in the amount of $$17,432.00. The Sheriff has signed the Impact Fee Agreement, and it is attached.

RECOMMENDED ACTION

Move to approve the Interlocal Agreement between Highlands County and The Highlands County Sheriff's Office for the purpose the agreement between Highlands County and Alfred Benesch & Company for the completion of the Highlands County Comprehensive Alternative Revenue Funding Study.

FISCAL IMPACT

The fiscal impact is a transfer from the Highlands County Sheriff's office to the Highlands County Board of County Commissioner for $17,432.00. The transfer will be into Fund 005 (General).

Attachments: Impact Fee Agreement signed.pdf

INTERLOCAL AGREEMENT
BETWEEN HIGHLANDS COUNTY, FLORIDA
AND THE HIGHLANDS COUNTY SHERIFF

THIS INTERLOCAL AGREEMENT is made and entered into by and between Highlands County, Florida, a political subdivision of the State of Florida, 600 S. Commerce Avenue, Sebring, Florida 33870 ("County"), and the Highlands County Sheriff, 400 S. Eucalyptus Street, Sebring, Florida 33870 ("Sheriff").

WITNESSETH:

WHEREAS, the County competitively solicited for Impact Fee Study, Municipal Service Taxing Unit (MSTU), Municipal Service Benefit Unit (MSBU) and Revenue Sourcing Study services, pursuant to its Purchasing Policy and RFP-23-040-KSB; and

WHEREAS, Alfred Benesch & Company was deemed to be the most qualified, responsive consultant to perform the services requested by the County under RFP-23-040-KSB; and

WHEREAS, at its regularly scheduled meeting on October 1, 2024, the County discussed the various options for the final scope of services for the contract with Alfred Benesch & Company stemming from RFP-23-040-KSB; and

WHEREAS, it was determined that including law enforcement impact fees as part of the County's study activities would be in the best interest of Highlands County; and

WHEREAS, because the Sheriff will ultimately benefit financially from the imposition of a law enforcement impact fee in Highlands County, the parties have agreed that the Sheriff should contribute to the cost of including law enforcement impact fees as part of the study activities contemplated by RFP-23-040-KSB.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the parties hereto agree as follows:

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

2. County Obligations.
The County shall ensure that a study for implementing law enforcement impact fees is included as part of the scope of services of its contract with Alfred Benesch & Company stemming from RFP-23-040-KSB, and shall deliver to Sheriff a copy of the final report resulting from the contract.

3. Sheriff Obligations. The Sheriff shall contribute Seventeen Thousand Four Hundred Thirty-two and No/100 Dollars ($17,432.00) toward the cost of the scope of services related to law enforcement impact fees, which amount shall be paid to the County by the Sheriff immediately upon approval of this Agreement. If the Sheriff fails to provide payment as set forth

herein on or before November 15, 2024, the County shall not be obligated to ensure that a study for implementing law enforcement impact fees is included within the scope of services of that contract between Alfred Benesch & Company and the County stemming from RFP-23-040-KSB. County shall promptly return to the Sheriff any of the foregoing funds that are not expended specifically for the cost of the scope of services for law enforcement impact fees under RFP-23-040-KSB.

4. Term.

This Agreement shall be in effect from the date of execution by the last party until completion of fee study being completed by Alfred Benesch & Company pursuant to RFP-23-040-KSB.

5. Sovereign Immunity.

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

6. Entire Agreement.

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

7. Notice.

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

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

SHERIFF: Highlands County Sheriff
400 S. Eucalyptus Street
Sebring, Florida 33870

8. Governing Law and Venue.

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

9. Waiver.

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

10. Amendment.

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

11. Severability.

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

12. Joint Negotiations.

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

13. Recording.

This Interlocal Agreement constitutes a joint exercise of power, privilege or authority by and among the parties hereto, and shall be deemed to be an "interlocal agreement" within the meaning of the Florida Interlocal Cooperation Act of 1969, as amended. The County shall record this Agreement as required by the Act immediately following the execution by all of the parties, and thereafter provide a copy evidencing recordation to the Sheriff.

[Signatures on Following Page]

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

HIGHLANDS COUNTY

Kevin Roberts, Chairman

ATTEST:

Jerome Kaszubowski, Clerk

HIGHLANDS COUNTY SHERIFF

Paul Blackman, Sheriff

ATTEST:

Print: Garrett Roberts

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 19, 2024

PRESENTER: **Leah Sauls, Development Services Director JD Langford, P.E., County Engineer**

SUBJECT/TITLE: **Request approval of the agreement between Highlands County and Alfred Benesch & Company for the completion of the Highlands County Comprehensive Alternative Revenue Funding Study.**

STATEMENT OF ISSUE

The County competitively solicited for Impact Fee Study, Municipal Service Taxing Unit (MSTU), Municipal Service Benefit Unit (MSBU) and Revenue Sourcing Study services, pursuant to the Countyâ€™s Purchasing Policy and RFP-23-040-KSB. Two firms responded to the RFP; however, only one firm, Alfred Benesch & Company, was deemed qualified to proceed. On October 1, 2024, the Board approved moving forward with completing the Comprehensive Alternative Revenue Funding Study. The study will enable the Board to proceed with establishing new impact fees because it will fulfill the statutory requirement that such fees are based on current data, (within 12 months of adoption). See Florida Statutes, Section 163.31801. Previously, a government entity had up to five years after the study to adopt impact fees. During the October 1, 2024, Board meeting, the Board reviewed the study areas proposed by Alfred Benesch & Company and voted to include the following areas for analysis: A. Transportation (Roads), Alternative Transportation Methods (Multiuse Paths), & Public Transportation (Door-to-Door, Fixed Route, On-Demand) B. Educational Facilities (Schools) (if funded by School Board) Note: The School Board declined to participate in the study at this time. The School Board expressed concerns regarding their lack of authority in re-implementing impact fees and determining the rates at which the fees would be set. They were also concerned about paying to participate without a guarantee that their investment in the study would result in a return of impact fee revenue to the school system. While the School Board is not joining the current study, they may be interested in participating in future updates or new studies. C. Parks D. Libraries E. Public Buildings (Capital Project Items, e.g., County Building expansions for the Board, Tax Collector, Property Appraiser, Clerk, & Elections; Health Department) F. Law Enforcement (Sheriff) (if funded by the Sheriff) Note: The Highlands County Sheriff's Office agreed to fund the portion of the study related to law enforcement through Interlocal Agreement on this agenda for approval. G. Correctional Facilities (Jail) H. Fire Facilities I. EMS Facilities J. Storm Water Fee and Rate Study K. Alternative Revenue Sources (e.g., MSTUs, MSBUs, Sales Tax, Business Sales Tax Study Timeline and Public Hearings: â€¢ October 2024: Agreement approved. â€¢ November 2024: Scope of Work update provided to the Board of County Commissioners (BCC). â€¢ November/December 2024: Begin work with consultant Alfred Benesch & Company. â€¢ September 2025: Final draft of the comprehensive review study. â€¢ October/November 2025: Public hearing process and adoption of fees

RECOMMENDED ACTION

Move to approve the agreement between Highlands County and Alfred Benesch &

Company for the completion of the Highlands County Comprehensive Alternative Revenue Funding Study.

FISCAL IMPACT

The fiscal impact is $315,470 from Fund 005 (General), Cost Center 2111 Central Services, Account 53100 Professional Services; $18,982 from Fund 181, Cost Center 3217, Account 53100 Professional Services (Highlands County Fire Rescue); $17,432 from the Highlands County Sheriff's Office for a total study cost of $351,884.

Attachments: Benesch_RFP_Proposal_Response.pdf
Attachments: LLW_Involvement_signed.pdf
Attachments: Agreement_RFP_23-040-KSB.Impact_Fee_Study.SGS.v3.pdf

Image Credit: Wikipedia

RFP #23-040-KSB

IMPACT FEE STUDY
MSTU & MSBU STUDY
REVENUE SOURCING STUDY

Highlands County, Florida // February 13, 2024

Prepared By:

benesch

benesch

1000 N. Ashley Dr.
Suite 400
Tampa, FL 33602

February 13, 2024

Kelli Bronson
Purchasing Analyst
Highlands County Board of County Commissioners
600 South Commerce Avenue
Sebring, FL 33870

RE: **RFP #23-040-KSB – Impact Fee Study, Municipal Service Taxing Unit (MSTU) & Municipal Service Benefit Unit (MBSU) Study, Revenue Sourcing Study**

Ms. Bronson:

Conducting a comprehensive funding analysis requires a team that is not only experienced with public finance and economics, but is also tuned into your unique demographics and challenges as a county. At Benesch, we offer exactly this and more:

- ***We Know Highlands County:*** Benesch (formerly Tindale Oliver & Associates) prepared the initial impact fee study for Highlands County. In addition, we have completed several transportation planning and growth management contracts. Through this work, we have a deep familiarity with Highlands County and a thorough understanding of your demographics, needs and challenges that will allow us to provide recommendations that adequately address your specific revenue needs.

- ***Florida Funding Professionals:*** We have decades of public finance experience with a wide variety of revenue sourcing studies, including impact fee studies, MSTUs, MSBUs and other revenue sources available to local governments. Project Manager ***Nilgun Kamp, AICP*** has conducted over 350 impact fee and funding studies throughout Florida, many of which were with repeat clients. With our experience and expertise, local governments trust us to address their funding and infrastructure needs time and time again. We will be able to apply this expertise to funding studies for Highlands County with ease, with no learning curve required, thus saving you time.

- ***Comprehensive Planning Services:*** Benesch is a one-stop shop for all your needs. In addition to public finance studies, we have prepared master plans and other planning documents for multiple service areas. Through this experience, we understand the relation between capital and operating needs, long range plans, master plans and economic development and growth management goals.

This study will be conducted out of our Tampa office. We acknowledge that we have no personal or professional conflicts of interest and that no principal of our firm is presently suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation by any State, Federal Department or Agency. We appreciate this opportunity to submit our qualifications, and we welcome you to reach out with any questions.

Sincerely,

Bill Ball, AICP
Senior Vice President | Florida Division Manager
P: 813-825-1105
E: bball@benesch.com

Nilgun Kamp, AICP
Project Manager
P: 813-825-1225
E: nkamp@benesch.com

TABLE OF CONTENTS

Section 1 // Introduction of Firm/Executive Summary 1
Letter of Interest 2

Section 2 // Firm Organization & Relevant Experience 4
Organization Chart 5
Firm Background & Capabilities 5
Similar Project Experience & Reference Letters 7

Section 3 // Project Team Training & Experience 19
In-House Capabilities 20
Project Team Resumes 22

Section 4 // Understanding of Scope of Work 30
Project Approach & Methodology 31
Proposed Schedule 36

Section 5 // Forms & Certifications 37

Image Credit: AARoads

Image Credit: Facebook - Highlands County Fire Rescue

Section 2 // Firm Organization & Relevant Firm Experience

benesch

PROJECT MANAGER
- ▶ Nilgün Kamp, AICP

TECHNICAL STUDIES
- ▶ Steve Infanti, AICP
- ▶ Bryan Mantz, CMC, CGFM
- ▶ Robert Layton
- ▶ Morgan Cook
- ▶ Logan Patterson

MEETINGS & PRESENTATIONS
- ▶ Nilgün Kamp, AICP
- ▶ Bryan Mantz, CMC, CGFM

LEGAL REVIEW
- ▶ Kathryn Rossmell
- ▶ Tyson Smith, Esq., AICP

CONSULTANT LEGEND	
▶	Benesch
▶	GovRates (WBE)
▶	Lewis, Longman & Walker
▶	White & Smith

VALUE FOCUSED. **COMMUNITY** MINDED. **QUALITY** DRIVEN.

Benesch was founded in 1946 and incorporated in Illinois in 1959. For over 76 years, we have provided professional engineering and related services to clients across many market sectors. The company is a Corporation privately held by employees, with a distributed ownership where no one person owns more than 4% of the company as a whole. In December of 2021, Benesch merged with Tindale Oliver & Associates, bringing additional infrastructure systems planning capability to our Public Finance team.

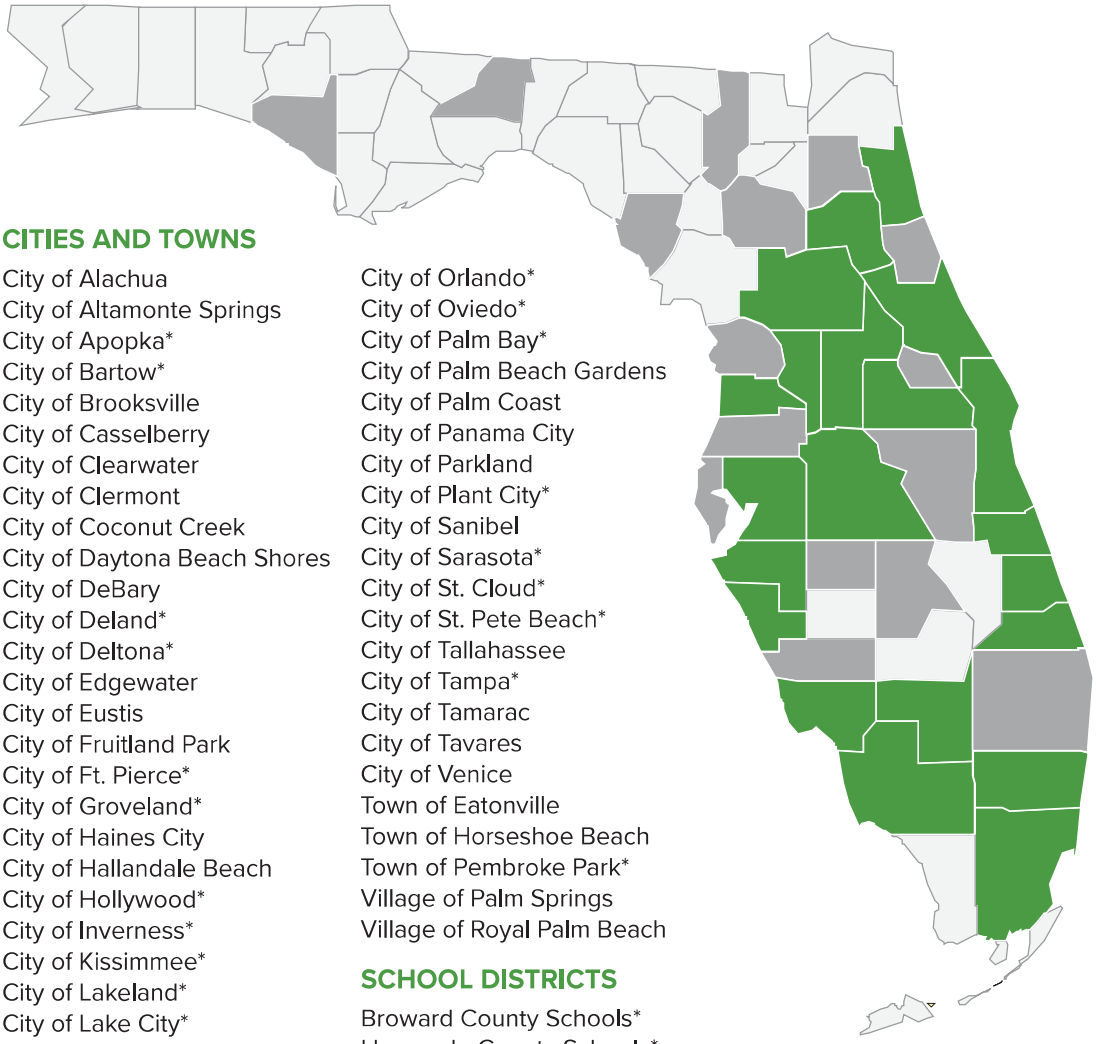
Developing and improving communities through technical studies is our mission—and helping clients develop a common vision and organizational framework is a large part of our philosophy. Our talented staff is ready to provide you with effective solutions in funding growth-related costs.

SERVICES WE OFFER

Community Outreach & Visioning | Economic Growth Planning | Impact Fees, Assessments, User Fees & Alternative Funding | Long Range Transportation Plans | Park, Schools, Fire Station & Utility Master Plans | School & Transportation Concurrency Assistance

Florida Public Finance Experience

Benesch's public finance experience in Florida is expansive. The map below illustrates where we've conducted this work throughout the state - many times for repeat clients. The following pages include detailed descriptions of example studies and their respective client contacts for references.



COUNTIES

Brevard County*
Charlotte County*
Citrus County*
Clay County
Collier County*
Columbia County*
DeSoto County
Flagler County*
Hardee County
Hendry County
Highlands County
Hillsborough County*
Hernando County*
Indian River County*
Lake County*
Leon County
Manatee County
Marion County*
Martin County
Orange County*
Osceola County*
Palm Beach County*
Pasco County*
Pinellas County
Polk County*
Putnam County
Sarasota County
Seminole County*
St. Johns County
St. Lucie County*
Sumter County*
Volusia County*

CITIES AND TOWNS

City of Alachua
City of Altamonte Springs
City of Apopka*
City of Bartow*
City of Brooksville
City of Casselberry
City of Clearwater
City of Clermont
City of Coconut Creek
City of Daytona Beach Shores
City of DeBary
City of Deland*
City of Deltona*
City of Edgewater
City of Eustis
City of Fruitland Park
City of Ft. Pierce*
City of Groveland*
City of Haines City
City of Hallandale Beach
City of Hollywood*
City of Inverness*
City of Kissimmee*
City of Lakeland*
City of Lake City*
City of Largo
City of Lauderdale Lakes
City of Mount Dora
City of Newberry
City of North Port*
City of Ocala*
City of Orlando*
City of Oviedo*
City of Palm Bay*
City of Palm Beach Gardens
City of Palm Coast
City of Panama City
City of Parkland
City of Plant City*
City of Sanibel
City of Sarasota*
City of St. Cloud*
City of St. Pete Beach*
City of Tallahassee
City of Tampa*
City of Tamarac
City of Tavares
City of Venice
Town of Eatonville
Town of Horseshoe Beach
Town of Pembroke Park*
Village of Palm Springs
Village of Royal Palm Beach

SCHOOL DISTRICTS

Broward County Schools*
Hernando County Schools*
Hillsborough County Schools*
Lake County Schools*
Marion County Schools
Miami-Dade County Schools
Palm Beach County Schools*
Orange County Schools*
Osceola County Schools*
Sarasota County Schools
Seminole County Schools*
Volusia County Schools*

FIRE DISTRICTS

North Collier Fire District*
Greater Collier Fire District
Immokalee Fire District

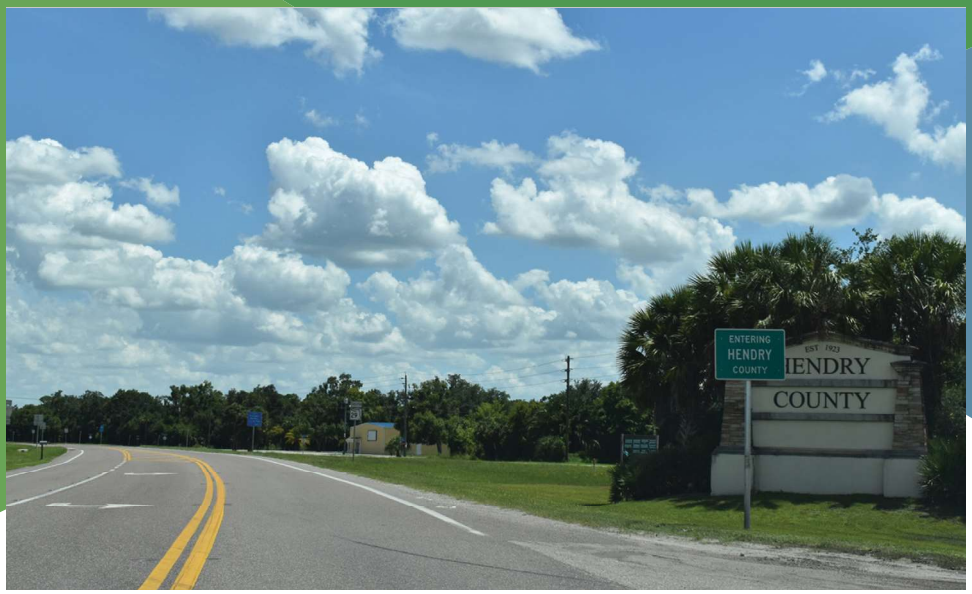
ON-GOING STUDIES

EXPERIENCE

* REPEAT CLIENT

Impact Fee Studies

Hendry County, Florida



Key Issues
- Increasing growth
- Second highest student generation rate in the state

Dates of Service
08/2022 - On-going

Project Cost
$149,330

Client Reference
R. Shane Parker, P.E.
Public Works Director
Hendry County
99 East Cowboy Way
LaBelle, Florida 33975
P: 863-675-5222
E: sparker@hendryfla.net

Background: Hendry County repealed its impact fees in 2012. In 2022, due to increasing growth levels, the County retained Benesch to develop impact fees for emergency medical services, fire rescue, law enforcement, correctional facilities, libraries, schools and transportation.

Insights
- Hendry County has been a moderate growth county, ranking 44th out of 67 Florida counties in terms of growth rate.
- The County has a young population, ranking 2nd of Florida counties in terms of K-12 student generation rates. This young population places a heavy burden on the public school system.
- Repealing of the fees allows the County to treat calculated fees as “new” fees that are not subject to fee increase limits established by the Florida statutes.

Outcomes
- Study developed calculated fees for each service area that are consistent with all legal requirements.
- Presented study results to the School Board, Board of County Commission, and the City of Clewiston. Presentations and the related information were well received.
- The study is going through the implementation process.

Impact Fee Studies

Orange County, Florida

Key Issues
- High growth county
- Increasing cost levels
- Continuous need to add infrastructure

Dates of Service
07/2004 - 01/2022
(multiple studies)

Project Cost
$125,000
(most recent study)

Client Reference
Alan Marshall
Orange County
400 East South Street
Orlando, FL 32801
P: 321-370-9852
E: alan.marshall@ocfl.net

Background: Orange County has historically implemented impact fees to address the infrastructure costs associated with new growth. In 2005, to address cost and land value increases, the County retained Benesch to update several fee areas, including fire rescue and schools and develop a new parks and recreation facilities impact fee program. In 2011, the County retained Benesch to update its transportation and parks impact fees. In 2016, Benesch was retained again to update the parks, fire rescue and law enforcement impact fees; in 2017, to update the transportation impact fee, and in 2018, the school impact fee once again. Finally, in 2022 Benesch completed the update of the County's fire rescue, law enforcement and parks impact fees. In addition, Benesch provided services related to review of alternative impact fee studies.

Insights
- Develop demand component based on fire alarms/emergency calls received as well as functional population as potential options to the County.
- Recommendations on how to treat the County's large inventory of undeveloped habitat land in the parks and recreation impact fee analysis.
- Develop a multimodal transportation impact fee for the County's Alternative Mobility Area (AMA) and a roadway-based fee for the rest of the unincorporated county.
- Developed transportation impact fees using three different methodologies: consumption-based, improvements-based, and asset value based.
- Introduced fee variations among rural, suburban, and urban areas for the transportation impact fee.

Outcomes
- Developed impact/multimodal fee structures that supported the County's growth management and infrastructure funding goals.
- Successfully completed multiple meetings with stakeholders, elected officials, and the public.
- All studies were successfully adopted.

November 29, 2022

To whom it may concern:

Orange County Government collects impact fees for a variety of public needs and services, such as transportation, schools, parks, fire rescue services, and law enforcement. Our specific ordinances require updated studies at least every 4-5 years, depending on the fee type. The County uses a competitive RFP process to select consultants to complete these updates.

Within the last 10-year period, Orange County has selected Benesch (formerly Tindale Oliver) to conduct studies for all of its impact fees. Ms. Nilgun Kamp, Group Manager/Principal Associate at Benesch, has been our main point of contact, and has personally conducted these studies. We have found Ms. Kamp and her work to be of the highest professional standard, considering competency in the subject matter, quality of work products, overall experience, timeliness, attention to detail, and responsiveness. All studies were completed within budget and study results were successfully adopted.

Sincerely,

Jon V. Weiss, P.E., Director
Orange County Planning, Environmental, and Development Services Department

PLANNING, ENVIRONMENTAL, AND DEVELOPMENT SERVICES DEPARTMENT
JON V. WEISS, P.E., Director
201 South Rosalind Avenue, 2nd Floor ▪ Reply To: Post Office Box 1393 ▪ Orlando, Florida 32802-1393
Telephone 407-836-5312 ▪ 407-836-0995 ▪ Jon.Weiss@ocfl.net

Impact Fee, MSBU and MSTU Studies

Lake County, Florida

Key Issues
- Rising infrastructure costs due to high levels of growth
- Concerns regarding degradation of service quality

Dates of Service
06/2020 - 04/2022

Project Cost
$154,000
(on-going studies)

Client Reference
Jennifer Barker
County Manager
Lake County
315 West Main Street
Tavares, FL 32778
P: 352-343-9888
E: jbarker@co.lake.fl.us

Background: For several years, Lake County had been experiencing high levels of growth and rising costs for capital infrastructure. In 2006, Lake County retained Benesch to update four impact fee programs, including transportation, fire rescue, parks and recreation, and libraries. Since 2010, Benesch has been providing fire assessment-related services to Lake County, including complete update studies as well as annual interim updates. Benesch is currently developing a comprehensive funding study for the Public Safety Department and an MSTU program for Wellness Way development area.

Knowledge
- Multi-jurisdictional issues related to parks and library services.
- Need to develop a sound assessment methodology due to a prior legal challenge.
- Understanding of the Public Safety Department's organizational structure and funding sources.

Insights
- Concerns about the high cost of capital infrastructure and degradation of service levels.
- Advantages and disadvantages of each revenue source for the Public Safety Department.
- Taxable values trends and future forecasts.

Outcomes
- Conducted trip characteristics surveys for single family, multi-family, and church units with daycare land uses.
- Conducted an analysis to determine the appropriate administrative fee per permit application, pursuant to the Florida Impact Fee Act.
- Organized parks by classification and service area and developed separate levels of service and impact fees for parks serving countywide vs. unincorporated residents.
- Reviewed recently-constructed infrastructure and recent bid data specific to Lake County, when available, to determine the most appropriate costs for capital infrastructure for use in the impact fee.
- Reviewed methodology options for fire/EMS MSTU and MSBUs.
- All of the studies were accepted by the Board of County Commission.

Impact Fee & Fire Assessment Studies

Hernando County, Florida

Key Issues
- Multiple revenue sources needed to fund Fire Department
- Need for several impact fees to be updated
- Reduced rates were implemented

Dates of Service
04/2007 - 04/2022
(multiple studies)

Project Cost
$199,152
(multiple studies)

Client Reference
Jeffrey Rogers, PE
Hernando County Administrator
15470 Flight Path Drive
Brooksville, FL 34604
P: 352-754-4002
E: jrogers@hernandocounty.us

Background: Hernando County and Hernando County MPO retained Benesch (formerly Tindale Oliver) to update the County's transportation impact fee first in 2007 and again in 2012 and 2019. In 2020, Benesch was retained to update of fire, EMS, law enforcement, correctional facilities, government buildings, parks and library impact fees. In addition, Hernando County retained Benesch to prepare a fire assessment and EMS MSTU study in 2015 and again in 2024.

Benesch has provided Hernando County with planning and finance services since the early 1990s, resulting in comprehensive knowledge of the County's history and planning goals.

Knowledge
- A recent update study included review of other potential revenue sources that could be used to fund capital expenditures.
- Developed list of critical projects and prepared revenue projections for all service areas to assist the elected officials in determining adoption percentages.

Insights
- Interest in impact fee programs that are responsive to economic development and growth management goals.
- Need to use multiple dedicated revenue sources to fund capital and operational needs of the Fire Department.

Outcomes
- Developed affordable growth model, which provided a variation in fee levels based on growth rates. County was able to reduce its rates during slow growth periods.
- Evaluated revenue options and prepared revenue estimates to help fund capital and operational needs.
- Updated all variables to reflect the most recent and localized data and provided a fee adoption tool to incorporate fee increase limits, consistent with legal requirements.

Survey Questionnaire – Polk County

RFP 23-403, Comprehensive Impact Fee Study

To: Jeffrey Rogers, PE (Name of Person completing survey)

Hernando County (Name of Client Company/Contractor)

Phone Number: 352-754-4841 Email: jrogers@hernandocounty.us

Total Annual Budget of Entity $661,903,567

Subject: Past Performance Survey of Similar work:

Project name: Impact Fee & Fire Assessment Studies

Name of Vendor being surveyed: Benesch

Cost of Services: Original Cost: $199,152 Ending Cost: $199,152

Contract Start Date: 2019 Contract End Date: 2022 (multiple studies)

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator Jeff Rogers

Signature of Evaluator:

Please fax or email the completed survey to:

Impact Fee, MSBU, MSTU & User Fee Studies

Sumter County, Florida

Key Issues

- Legal requirement to align building fees with the actual cost of providing safety services.
- Revenue fluctuations due to permitting levels led to challenges, but interviews with service providers helped identify primary revenue sources, leading to an updated fee schedule that reflects actual costs and prevents windfall revenue.

Dates of Service

2007 - On-going

Project Cost

$287,000
(on-going studies)

Client Reference

Bradley Arnold
County Administrator
7375 Powell Road
Wildwood, FL 34785
P: 352-689-4400
E: bradley.arnold@sumtercountyfl.gov

Background: Sumter County Development Services Department's Building Services Division provides services to ensure building and fire code compliance for a high quality and safe building environment for Sumter County residents. The Division is responsible for code enforcement, building and fire plan reviews and inspections. Benesch has been providing public finance and planning services to Sumter County since mid-2000s. Public finance services provided included transportation and fire impact fee studies, fire/EMS MSBU and MSTU calculations and the update of the building services fees. Benesch was retained again in 2024 to update the County's transportation and fire impact fees, develop a fire MSBU program and update the building safety fees.

Knowledge

- Legal requirements related to each type of funding method studied by the County.
- A large portion of the growth occuring in the Villages development within the county.

Insights

- Need to develop multiple budget scenarios for the fire MSBU for the BCC's consideration.
- Fluctuations in permitting levels result in variations in revenues. At times, revenues are not sufficient to support the Division and/or contractual expenses and during periods with high development activity, revenues may exceed the actual expenditures.
- Need to develop multiple methodologies for the fire impact fee.

Outcomes

- Identified primary revenue generators.
- Developed multiple options for certain funding sources.
- All studies were accepted by the BCC.

Impact Fee Studies

Flagler County, Florida

Key Issues
- High growth rate
- Limited use of impact fees historically
- New legislative requirements (HB 337) during the course of the study

Dates of Service
11/2019 -12/2021
(most recent study)

Cost of Contract
$149,910
(most recent study)

Client Reference
Adam Mengel, AICP, LEED AP BD+C
Growth Management Director
Flagler County Board of County Commissioners
1769 East Moody Boulevard
Building 2
Bunnell, FL 32110
P: 386-313-4065
E: amengel@flaglercounty.gov

Background: Benesch (formerly Tindale Oliver) has been providing impact fee and transportation planning services to Flagler County since early 1990s, which provides us with a comprehensive knowledge of the history and current conditions in Flagler County. More recently, Flagler County retained Benesch in 2007 to prepare the Transportation Element of the Comprehensive Plan and update the transportation impact fee. In 2019, Benesch was retained again to update the transportation and parks impact fees and develop impact fees for library, fire rescue, emergency medical services, law enforcement and public buildings services.

Knowledge
- Flagler County ranks among the top 10 Florida counties in terms of population growth rate.
- Historically, limited use of impact fees with transportation impact fees being under moratorium since 2007.

Insights
- Approximately 80 percent of the countywide population is within the City of Palm Coast.
- Need to align impact fee service areas with population served as well as interlocal agreements between the County and the municipalities.
- Limited alternative funding for additional infrastructure.
- Fee options available to the County in terms of achieved vs. adopted level of service measurements.

Outcomes
- Assisted the County in preparing the list of capital needs for each service area and prepared revenue estimates to identify available funding.
- Developed scenarios that addressed the requirements of HB 337.
- The County decided to postpone the adoption of government buildings impact fee. All other fees were successfully adopted.

Growth Management
1769 E. Moody Blvd., Bldg. 2
Bunnell, FL 32110

FLAGLER COUNTY FLORIDA

www.flaglercounty.org
Phone: (386)313-4103
Fax: (386)313-4102

March 10, 2022

RE: LETTER OF RECOMMENDATION – BENESCH (FORMERLY TINDALE OLIVER)

Dear Nilgün:

It is my distinct pleasure to provide this letter of recommendation regarding the work of your firm Benesch, formerly Tindale Oliver.

From the time of our original contract approval in late 2019 through to the completion of our impact fee study several months ago, you and your staff have worked diligently to meet our needs while staying within the budget. Through the unprecedented times of a global pandemic, you patiently worked with us as our schedule stretched well-beyond its original limits. Together we processed contract extensions with little fanfare, and through your work we were able to provide the Flagler County Board of County Commissioners with an update to our impact fees that reflected not only best practices – which you were able to provide through your firm's extensive work history throughout Florida and beyond – but which is also legally defensible as a well-researched study based on an accepted methodology using local data. Your firm delivered what we asked for in an impact fee study, and your presentations to our Board and your work with our outside counsel in developing the impact fee ordinance went well-beyond our expectations.

While we selected Tindale Oliver through a competitive RFP process for the update to our impact fees, this most recent project is only the latest in a long collaborative history with your firm over the years. I have no doubt that the professionalism and the concern for the needs of the client that Tindale Oliver has demonstrated in our collective history will continue through Benesch, and I look forward to more projects in the future with you and your firm.

Sincerely,

Adam Mengel, AICP, LEED AP BD+C
Growth Management Director

Fire User Fee & Impact Fee Studies

Seminole County, Florida

Background: The Seminole County Fire Prevention Bureau is responsible for enforcement of the Florida Fire Prevention Code, as well as local laws and ordinances adopted by Seminole County and the State of Florida. Benesch, formerly Tindale Oliver, was retained by the County in 2019 to update the Bureau's fee schedule for existing fees and calculate fees for services provided without a charge. Seminole County also retained Benesch to update fire and library impact fees, and the Seminole County School Board contracted with Benesch to update the school impact fee.

Knowledge

- Seminole County is a high growth county.
- Impact fees for some services have not been updated since early 1990s.
- Requirements of Florida statutes for fees to reflect actual costs.
- Variation in revenue levels with new development activity levels.

Insights

- Need to replace time data with interviews and testing of calculated fees for
- reasonable man hours.
- Solutions provided by other jurisdictions to some of the common issues in
- determining appropriate fee levels.
- Significant cost increases since the pandemic.
- High costs and outdated fees result in high increases.
- Need to address recent legislative changes that limit fee increases.
- Need to explain current use of libraries in response to the general perception that libraries are no longer utilized.

Outcomes

- Interviewed other Florida Counties for best practices/common problems.
- Identified primary revenue generators.
- Conducted interviews with service providers.
- Updated fee schedule to reflect actual cost and not generate windfall.
- Provided a comparison of fee schedules using actual development examples.
- Developed a report summarizing extraordinary circumstances that require adoption of increases greater than 50%.
- Conducted multiple public meetings discussing these conditions.
- All fees were successfully adopted.

Key Issues

- Update Bureau's fee schedule
- New development activity levels resulted in variation of revenue
- Florida legislative requirements related to fees reflecting actual cost

Dates of Service

04/2020 - 06/2021

Project Cost

$82,708

Client Reference

Christina Diaz
Assistant Chief/Fire Marshal
Seminole County Fire Department
150 Eslinger Way
Sanford, FL 32773
P: 407-665-5042
E: cdiaz@seminolecountyfl.gov

Rebecca Hammock, AICP
Department Director
Seminole County Development Services
1101 East 1st Street
P: 407-665-7396
E: rhammock@seminolecountyfl.gov

Survey Questionnaire – Polk County

RFP 23-403, Comprehensive Impact Fee Study

To: Rebecca Hammock, AICP (Name of Person completing survey)

Seminole County (Name of Client Company/Contractor)

Phone Number: 407-665-7396 Email: rhammock@seminolecountyfl.gov

Total Annual Budget of Entity $992,480,753

Subject: Past Performance Survey of Similar work:

Project name: Impact Fee Studies & Fire User Fee Study

Name of Vendor being surveyed: Benesch

Cost of Services: Original Cost: $217,366 Ending Cost: $217,366

Contract Start Date: 2020 Contract End Date: 2022

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator Rebecca Hammock

Signature of Evaluator: Rebecca Hammock

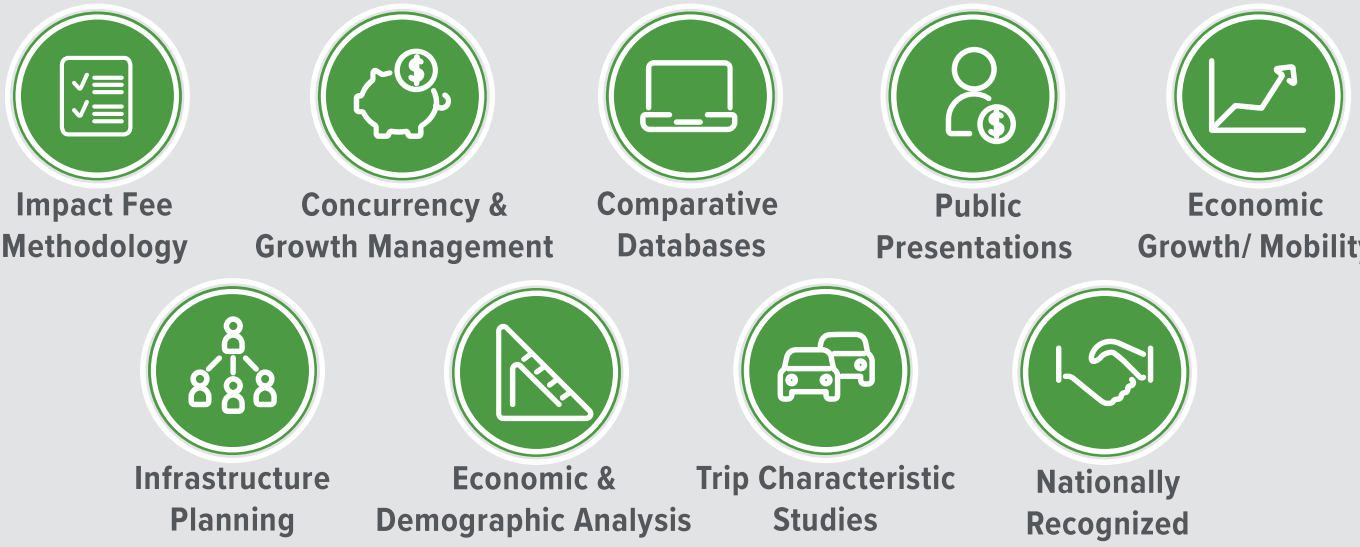
Please fax or email the completed survey to: _____

Image Credit: Tripadvisor

Section 3 // Project Team Training & Experience

benesch

BENESCH DIFFERENTIATORS: *WHY WE'RE A GREAT FIT FOR HIGHLANDS COUNTY*



IN-HOUSE CAPABILTIES

Benesch is a firm with a reputation as a leader in providing innovative public finance, transportation planning and engineering services to its government clients. Our staff includes professional engineers, certified planners, LEED and GIS professionals, as well as numerous planners, economists and GIS analysts. We are a national firm with a Public Finance division that is based in Florida. This study will be conducted out of our Tampa office. We will be available to meet with the County and/or attend public meetings/presentations in-person as needed, but will also leverage virtual meeting technologies to conserve project resources where appropriate.

The following paragraphs provide a summary of the Benesch team's unique qualifications, experience and innovative methods from which we will draw in performing our services for Highlands County.

Fee & Assessment Methodologies: Benesch's Public Finance and Infrastructure Planning Team specializes in impact/mobility fee studies, assessments, user fees, and alternative funding studies, as well as concurrency processes and systems. Benesch is very familiar with various methodologies used to prepare each type of fee/assessment and knows how to apply each methodology correctly to ensure that existing and new development is not overcharged and that the fees are legally defensible.

Our public finance team has published articles on impact fees that document the correct methodology and approach to conducting trip characteristic studies and developing impact fee programs. These articles set the standard for impact fee studies and have been used by many agencies across the nation to develop impact fee programs, including work by other consultants.

Concurrency and Growth Management Experience: Benesch's Community Planning and Complete Streets Group specializes in growth management issues, land development regulations, multi-modal transportation concurrency and other planning issues. Benesch Planning and Public Finance staff have dissected changes to Florida's growth management legislation over the years, providing detailed summaries and analyses to our public agency clients.

Economic Growth Impact/Mobility Fee Methodology: We presented a paper entitled "Smart Growth and Impact Fees" at the Reconciling Impact Fees Symposium in Atlanta. In that paper, Benesch, formerly Tindale Oliver, developed a methodology that allows impact fees to be sensitive to the growth rate of various areas within a city or a county. Benesch has directly tied the rate of growth in the impact/mobility fee equation and is now using this concept in our current ongoing Florida impact/mobility fee studies. Some of the findings of the paper were applied in impact/mobility fee studies completed for and adopted by the City of Albuquerque (NM), City of Orlando (FL), Pasco County (FL), Indian River County (FL) and Marion County (FL).

Comparative Databases: Benesch has compiled a cost database that includes unit costs for transportation infrastructure. This database supplements local information, which tends to have a small sample size and serves as

a quality-control mechanism to determine whether the local costs are out of the range of what other jurisdictions experience. Similarly, our revenue credit database compares non-impact fee funding levels between jurisdictions and serves as a quality-control tool to ensure that the data used for impact fee calculations are accurate.

Public Presentations: Principals of Benesch have prepared and made over 800 impact/mobility fee, MSTU, MSBU and alternative funding presentations during the last 35 years. Our staff are highly qualified to prepare materials for adoption hearings, respond to questions from citizens and technical committees, and develop strategies that result in the successful implementation of new and updated ordinances and resolutions. We also have worked very closely with evaluation and review committees and have been successful in building consensus among people with different opinions on a variety of concurrency and impact fee-related topics.

Nationally Recognized: Nilgün Kamp is a member of the Growth and Infrastructure Consortium (GIC) (formerly National Impact Fee Roundtable), serving on the Board of Directors. Nilgün routinely makes presentations and moderates sessions at annual GIC meetings and other industry events.

Trip Characteristics Studies: Benesch has extensive experience in conducting trip characteristics studies for impact/mobility fees. Our trip characteristics database includes 345+ studies on 40 different land uses. Data from these studies include trip generation, trip length and percent of new trips for each land use. This information has been used in the development or update of impact/mobility fees and the creation of land use plan category trip characteristics for communities in Florida and other states.

ITE Trip Generation Trip Length Subcommittee: Benesch has had staff who served as the chair of the ITE Trip Length Subcommittee, which developed trip length data for more than 30 land uses. We participated on the panel that introduced this information at the 67th Annual Meeting of the ITE.

ITE Trip Generation Multi-Use Development Subcommittee: Benesch participated on the ITE Trip Generation Multi-Use Development Subcommittee. Having completed several multi-use development studies in Florida, they provided valuable input in the data collection and analysis of multi-use developments, as well as in the development of standardized forms to measure the trip generating characteristics of multi-use developments. The result of this work effort is included in Chapter 7, “Multi-Use Development,” in the 2004 ITE Trip Generation Handbook.

Infrastructure Planning/Master Plans: Benesch has prepared transportation/mobility, transit, school, fire, parks and utility master plans for local governments, and therefore, understands the relation between impact fees, assessments, capital versus operational needs, mobility plans, master plans and economic development and growth management goals.

STAFF TURNOVER RATE

At Benesch, we pride ourselves on being consistent and reliable for our clients. The key staff listed in this proposal have all been with Benesch for the majority of their careers–in fact, Project Manager ***Nilgun Kamp, AICP*** has been with Benesch for over 20 years. Our company-wide turnover rate is shown below.

Nilgün Kamp, AICP

Project Manager

Ms. Kamp has been involved in public infrastructure financing for over 30 years. She has served as the project manager for over 350 impact fee, assessment and user fee development and implementation studies for transportation, fire, EMS, schools, law enforcement, correctional facilities, government buildings, solid waste, libraries, and parks and recreational facilities. Her experience also includes demographic and travel behavior analysis, population projections for funding studies, economic and fiscal impact studies, demand analysis and other related public finance support activities.

Transportation/Mobility

- Polk County (2024)
- Sumter County (2024, 2018, 2014)
- Collier County (2023, 2018)
- Hendry County (2023)
- St. Johns County (2023)
- City of Plant City (2023)
- City of Sarasota (2023, 2016)
- Marion County (2023, 2014)
- Lake County (2022)
- Volusia County (2021)
- City of Newburry (2021)
- Palm Beach County (2021, 2014)
- St. Lucie County (2021, 2016)
- City of Orlando (2021)
- City of Brooksville (2021)
- City of Hollywood (2020)
- Flagler County (2020)
- Manatee County (2020)
- Martin County (2020)
- City of Lakeland (2019, 2014)
- Hernando County (2019)
- Indian River County (2019)
- Hillsborough County (2019, 2016)
- City of Apopka (2019)
- Collier County (2018)
- City of Mount Dora (2018)
- City of Tamarac (2018)
- City of Oviedo (2018)
- City of Hallandale Beach (2018)
- Orange County (2017)
- City of Bozeman, MT (2017)
- City of St. Cloud (2016)
- City of Palm Beach Gardens (2016)
- Village of Royal Palm Beach (2016)
- City of Tampa (2014)
- Brevard County (2014)

Parks & Recreation

- Polk County (2024)
- City of Coconut Creek (2023)
- City of Orlando (2023)
- St. Johns County (2023)
- City of Plant City (2023)
- Collier County (2023, 2018)
- Lake County (2022)
- Orange County (2022, 2017)
- Volusia County (2022)
- Palm Beach County (2021, 2014)
- City of Brooksville (2021)
- City of Hollywood (2020)
- Village of Palm Springs (2020)
- Hernando County (2020)
- Martin County (2020)
- Flagler County (2020)
- Manatee County (2020)
- Indian River County (2019)
- City of Mount Dora (2018)
- City of Tamarac (2018)
- City of Hallandale Beach (2018)

Fire/EMS

- Lake County (2024, 2023, 2022, 2020, 2019, 2018, 2016, 2015)
- Sumter County (2024, 2023)
- Hernando County (2024, 2020, 2015)
- Polk County (2024)
- Lee County (2023)
- St. Johns County (2023)
- Hendry County (2023)
- Immokalee Fire District (2023)
- City of Coconut Creek (2023)
- City of Plant City (2023)
- City of Lake City (2023, 2019, 2017, 2015, 2014)
- City of Bartow (2023, 2019, 2018, 2016, 2015)
- City of Ocala (2023, 2022, 2021, 2018)
- Collier County (2023, 2018, 2014)
- Orange County (2022, 2017)
- Columbia County (2022, 2017)
- Volusia County (2022)
- Palm Beach County (2021, 2014)
- City of Brooksville (2021)
- Hardee County (2021)
- Seminole County (2020)
- City of Hollywood (2020)
- Charlotte County (2020)
- Martin County (2020)
- City of Lakeland (2019, 2014)
- Indian River County (2019)
- Manatee County (2019)

Education

MA, Economics, University of South Florida

MA, International Relations & Pacific Studies, University of California San Diego

BA, Economics, University of California San Diego

Years of Experience: 31

Registrations and Certifications

AICP: 019238

Professional Affiliations

American Planning Association (APA)

American Institute of Certified Planners (AICP)

Women's Transportation Seminar, Past President, Tampa Bay Chapter

Growth and Infrastructure Consortium, Board of Directors, Treasurer

Nilgün Kamp, AICP (cont.)
Project Manager

- City of Mount Dora (2019)
- North Collier Fire District (2019, 2017, 2015)
- City of Lauderdale Lakes (2018)
- City of Oviedo (2018)
- City of Hallandale Beach (2018)
- City of Bozeman, MT (2018)
- City of Palm Beach Gardens (2016)
- City of Clermont (2015)
- Greater Naples Fire District (2015)
- Brevard County (2014)

Law Enforcement
- Polk County (2024)
- Collier County (2023, 2015)
- St. Johns County (2023)
- City of Plant City (2023)
- Orange County (2022, 2017)
- Palm Beach County (2021, 2014)
- City of Hollywood (2020)
- Village of Palm Springs (2020)
- Hernando County (2020)
- Flagler County (2020)
- Martin County (2020)
- Manatee County (2020)
- City of Lakeland (2019, 2014)
- DeSoto County (2019)
- Indian River County (2019)
- City of Mount Dora (2018)
- City of Oviedo (2018)
- City of Hallandale Beach (2018)
- City of Palm Beach Gardens (2016)
- City of Casselberry (2013)

Government/Public Buildings
- Collier County (2023, 2015)
- St. Johns County (2023)
- City of Newberry (2022)
- Palm Beach County (2021, 2014)
- Town of Pembroke Park (2021)
- City of Brooksville (2021)
- City of Hollywood (2020)
- Martin County (2020)
- Flagler County (2020)
- Hernando County (2020)
- City of Tamarac (2018)
- City of Oviedo (2018)
- Village of Royal Palm Beach (2017)
- City of Palm Beach Gardens (2016)

School Funding & Planning
- Polk County (2024)
- Miami-Dade County (2024)
- Marion County (2023)
- Hendry County (2023)
- Broward County (2023, 2020, 2017)
- Collier County (2023, 2018, 2014)
- Hernando County (2022, 2018, 2018)
- Hillsborough County (2022, 2021, 2020, 2019, 2017)
- Lake County (2022, 2018, 2015)
- Volusia County (2022, 2018)
- Seminole County (2021, 2020, 2017, 2015)
- Palm Beach County (2021, 2014)
- Orange County (2020, 2018, 2016)
- Indian River County (2019)
- Osceola County (2017, 2014)
- Sarasota County (2015)
- Brevard County (2014)

Correctional Facilities
- Polk County (2024)
- Collier County (2023, 2018)
- Hendry County (2023)
- Hernando County (2020)
- Brevard County (2014)

Public Libraries
- Polk County (2024)
- City of Plant City (2023)
- Collier County (2023, 2014)
- Lake County (2022)
- Palm Beach County (2021, 2014)
- Hernando County (2020)
- Seminole County (2020)
- Martin County (2020)
- Manatee County (2020)
- Flagler County (2020)
- City of Lakeland (2019, 2014)
- City of Mount Dora (2018)
- Brevard County (2014)

Solid Waste Facilities
- Brevard County (2014)
- Indian River County (2013)

Steve Infanti, AICP

Technical Study

Mr. Infanti is a certified planning professional with experience in transportation planning and GIS applications, including travel demand modeling using Cube Voyager models and mapping, geodatabase design and geospatial analysis using ESRI ArcGIS. He has prepared travel demand analysis for multiple transportation impact fee studies and conducted numerous traffic impact studies, general traffic analysis, freight corridor screenings, crash data analysis and other similar projects.

Palm Beach County - Impact Fee Studies - Palm Beach County, FL

Travel Demand Modeler: Mr. Infanti assisted with this update to transportation and other impact fees. His primary tasks involved the analysis of the travel demand model to determine certain impact fee variables.

City of Lakeland - Impact Fee Updates - Lakeland, FL

Travel Demand Modeler: Benesch was retained via a multi-year contract to update several impact fee programs, including parks and recreation, fire protection and law enforcement indexing studies. In 2015, Benesch was hired to update and convert the City's Roadway Transportation Fee to a Multimodal Transportation Fee and provide City with more flexibility in its program expenditures. In 2019, preparation of technical study to document current cost, credit, and demand components associated with providing capital facilities and resulting fee schedules.

City of Tamarac - Development Impact Fee Services - Tamarac, FL

Travel Demand Modeler: This project included the development of government buildings impact fee, updating the City's parks and recreation impact fee, and converting the City's Fair Share Contribution for Road Improvement fees to a multi-modal transportation impact fee. In addition, we addressed affordable housing needs and complied with related Broward County regulations. The study developed an in-lieu fee for affordable housing requirements.

Education
Graduate Certificate, GIS Applications Specialist, Sault College, ON
BA, Geography, Laurentian University

Years of Experience: 21

Registrations and Certifications
AICP: 022648

Robert Layton

Technical Study

Mr. Layton's primary experience is in public finance studies, including impact fee and assessment studies for fire, EMS, schools, law enforcement, correctional facilities, government buildings, transportation, solid waste, libraries, and parks & recreation facilities. His background in economics enables him to work effectively with economic/demographic variables, capital improvement programs, expenditure and revenue figures, and other financial material. He also has extensive experience with property appraiser databases and has been involved in the preparation of administrative manuals for several jurisdictions.

Flagler County Impact Fee Study - Flagler County, FL

Planner: Benesch was hired to update the County's system of impact fees for transportation, parks, libraries, fire rescue, emergency medical services, law enforcement and public buildings. Mr. Layton was responsible for data collection, project organization and preparation of final report, which contained all recommended changes to County's current impact fee ordinance as needed to implement the changes. All fees, with the exception of the public buildings impact fee, were successfully adopted.

City of Ocala - Fire Assessment and Fire Impact Fee Study - Ocala, FL

Planner: Benesch updated the City's fire service and fire impact fees and developed multiple budget recovery options. Mr. Layton was responsible for economic and demographic analysis for this assessment.

Palm Beach County - Impact Fee Update Study - Palm Beach County, FL

Planner: Benesch was hired to update this study for six program areas (schools, libraries, fire/EMS, law enforcement, parks and public buildings) to reflect changes to cost, credit, and demand components. Additionally, Benesch provided services to assist the County with implementation of the impact fee study.

Sumter County - Fire Assessment Study - Sumter County, FL

Planner: Benesch was hired to update the fire assessment study for Sumter County. Mr. Layton performed economic and demographic analyses for this assessment.

Education
BA, Economics/Business Administration, University of Florida

Professional Affiliations
American Planning Association (APA)

Years of Experience: 16

Morgan Cook
Technical Study

Ms. Cook is a planner for the Public Finance team. She is primarily involved with public infrastructure financing and alternative revenue funding studies. Her academic experience in economics enables her to work effectively with demographic variables, capital improvement programs, and other financial material. Specifically, her undergraduate and graduate thesis work equips her with the analytical skills necessary to produce accurate population and revenue projections. Additionally, her background in community development enables her to collaborate with municipalities efficiently. Ms. Cook has served as a planner on multiple projects and previously contributed to several additional projects as an intern with Benesch.

Fire Rescue, Law Enforcement and Parks & Recreation Impact Fees - Orange County, FL

Planner: Ms. Cook assisted with the technical analysis on this update to the County's fire rescue, law enforcement and parks and recreation impact fees. Specifically, she assisted with a review of the inventory and achieved level of service, estimation of current building and land values, review of alternative funding sources and calculation of the demand component.

Impact Fee Update - Hernando County, FL

Technical Study: Ms. Cook assisted with the technical analysis on this update of the County's impact fee program. The purpose of this study was to address changes in impact fee variables and coordinate the impact fee program to be concurrent with the County's growth management and economic development goals.

Lake County Schools - Impact Fee Update Study - Lake County, FL

Planner: This on-going study updates the Lake County School Impact Fee program to reflect most recent data for impact fee variables. Ms. Cook assisted with the technical analysis, including cost estimates, credit calculations and student generation rate estimates.

Education
MA, Economics, University of South Florida
BA, Economics & International Studies, University of Florida

Years of Experience: 5

Registrations and Certifications
AICP Candidate

Logan Patterson
Technical Study

Mr. Patterson is a planner working towards a GIS graduate certificate from the University of South Florida. He has experience supporting a variety of transit operations and planning studies, including transit development plans, comprehensive operations analyses and microtransit feasibility studies.

Transportation/Mobility

- Marion County (2023)
- St Johns County (2023
- City of Sarasota (2023)
- Miami-Dade County (2023)

Parks & Recreation

- Collier County (2023)

Fire/EMS

- Sumter County (2023)
- Immokalee Fire District (2023)
- Lee County (2023)
- Polk County (2023)
- Hendry County (2023)
- City of Edgewater (2023)

Education
MS, Urban & Regional Planning, University of South Florida
BS, Environmental Science & Policy, Florida State University

Years of Experience: 2

The American Institute of Certified Planners

The Professional Institute of the American Planning Association

hereby qualifies

A. Nilgun Kamp

as a member
with all the benefits
of a Certified Planner and
responsibility to the
AICP Code of Ethics
and Professional Conduct.

Certified Planner Number: 019238

October 1, 2004

PRESIDENT

EXECUTIVE DIRECTOR

This certificate hereby qualifies

Steven B. Infanti, AICP

as a member with all the benefits of a Certified Planner
and a commitment to the AICP Code of Ethics and Professional Conduct.

Certified Planner Number 022648

Paul Farmer, FAICP
Executive Director and CEO

Graham Billingsley, AICP
President

The American Planning Association's
Professional Institute
American Institute
of Certified Planners

Making Great Communities Happen

PROFESSIONAL CERTIFICATIONS:

- CMC – Certified Management Consultant, No. 12237146
- CGFM – Certified Government Financial Manager, No. 15636
- Series 50-Qualified Municipal Advisor Representative
- Series 54-Qualified Municipal Advisor Principal

EDUCATION:

- MBA with Honors, Finance, Rollins College, 1999
  - Awarded Merit Scholarship
- B.S., Economics, University of Pennsylvania, Wharton School of Business, 1996
- B.A.S., Management and Technology, University of Pennsylvania, School of Engineering and Applied Science, 1996

PROFESSIONAL AFFILIATIONS:

- American Water Works Association (AWWA)
  - Chair of National Finance, Accounting, and Management Controls Committee
  - Co-Chair of Publications Arm of National Rates and Charges Committee
- Association of Government Accountants (AGA)
- Institute of Management Consultants USA (IMC-USA)
- Water Environment Federation
  - Utility Management Committee

PROFESSIONAL HONORS:

- Two-Time National Best Paper Award: AWWA Management and Leadership Division

www.govrates.com

BRYAN A. MANTZ, CMC, CGFM

PRESIDENT

Profile

Mr. Mantz serves as the President of GovRates, a utility, financial, rate, and management consulting firm that primarily serves governments. He has over 25 years of financial and accounting experience, most of which have been spent as a rate and financial consultant to local governments. He has successfully completed hundreds of rate and financial projects for local government entities.

As a certified management consultant (CMC), Mr. Mantz has a long history of delivering results and excellent performance based on client testimonials, references, and repeat business. He is also a certified government financial manager (CGFM), a Series 50-qualified Municipal Advisor Representative, and a Series 54-qualified Municipal Advisor Principal.

A recognized expert in rate and financial issues, Mr. Mantz has been published in the *Journal AWWA*, the *Journal of Government Financial Management*, *Government Finance Review*, and the *Florida Water Resources Journal*, and his publications have been translated into other languages and used in university settings. He has been a coauthor or contributing author of several AWWA manuals of practice, including *M1: Principles of Water Rates, Fees, and Charges*; *M5: Water Utility Management*; *M29: Water Utility Capital Financing*; *M52: Water Conservation Programs – A Planning Manual*; and *M54: Developing Rates for Small Systems*. Mr. Mantz has served as a technical reviewer for the *Manual of Practice (MOP) 27: Financing and Charges for Wastewater Systems* published by the Water Environment Federation (WEF).

Mr. Mantz is the recipient of two national AWWA Management and Leadership Division Best Paper Awards, and is frequently invited to be a speaker at national and state conferences. He currently serves as the Chair of AWWA's national Finance, Accounting, and Management Controls Committee and as the Co-Chair of the publications arm of the AWWA's national Rates and Charges Committee.

CMC CERTIFIED MANAGEMENT CONSULTANT

CGFM CERTIFIED GOVERNMENT FINANCIAL MANAGER

MSRB-REGISTERED MUNICIPAL ADVISOR

KATHRYN B. ROSSMELL
Shareholder

561.640.0820 | krossmell@llw-law.com | 360 S. Rosemary Avenue, Suite 1100 | West Palm Beach, FL 33401

Ms. Rossmell's practice focuses on land use, environmental, local government and natural resources law. She represents private clients on land use matters including comprehensive planning issues and land development regulation application, drafting and implementation; public and private clients on natural resources permitting issues; clients challenging and defending National Environmental Policy Act (NEPA) compliance; as well as civil litigation for public and private clients for matters within her practice areas. She also represents and advises public clients as general and special counsel, including legal analysis of special assessment methodology and counseling clients on community redevelopment and other special district matters. Kathryn is a Board Certified by the Florida Bar in City, County and Local Government Law, a designation that is earned by less than half of one percent of all lawyers admitted to the Florida Bar.

PROFESSIONAL, CIVIC, AND COMMUNITY INVOLVEMENT

- FAU Pine Jog Environmental Education Center, Chair of the Board
- Florida Association of Environmental Professionals, Treasure Coast Chapter, Past President
- Leadership Palm Beach County, General Counsel, Executive Committee Member, Strategic Planning Committee Member, and Class of 2018 Graduate.
- Palm Beach North Chamber of Commerce, Secretary, Board Member, Co-Chair of Government Affairs Committee
- Healthy Mothers Healthy Babies
    - Moments Luncheon Co-Chair 2021-2024
    - Advancement Committee Member
- NorthPacII, Secretary
- Women's Foundation of Florida, Palm Beach County 2020 and 2021 Raise the Bar Committee Member
- The Forum Club of the Palm Beaches, Gold Circle Member
- American Bar Association, Section of Environment, Energy and Resources, Member; Young Lawyer's Division (YLD) Member

VICE-CHAIR

Transportation & Infrastructure Industry Group

PRACTICES

Environmental and Natural Resources Law

Land Use and Real Estate Law

INDUSTRIES

Local Government

Transportation and Infrastructure

EDUCATION

J.D., cum laude, University of Florida, 2012

B.A., magna cum laude, University of Florida, 2009

ADMISSIONS

United States District Courts for the Middle and Southern Districts of Florida

United States District Court for the District of Columbia

- The Florida Bar: Environmental and Land Use Law Section, City County and Local Government Law Section, Administrative Law Section, and the Young Lawyers Division
- Palm Beach County Bar Association
    - Member
    - Young Lawyers Section, Member
- Palm Beach County Planning Congress, Member
- Florida Brownfields Association, Member

AWARDS AND RECOGNITIONS

- Best Lawyers in America: Ones to Watch, Environmental Law, Land Use and Zoning Law and Natural Resources Law, 2023-present; Transportation Law, 2024
- Super Lawyers Rising Star, 2020-2024
- Young Professional of the Year Award, Chamber of Commerce of the Palm Beaches, 2022
- Florida Rising Stars, Environmental Law; Land Use/Zoning, 2020-present
- Palm Beach Illustrated Magazine Top Lawyer in Land Use and Zoning Law, 2022; and Top Lawyer in Transportation Law, 2021
- South Florida Business and Wealth Magazine's Legal Awards, Junior Associate Award Winner, 2021
- ATHENA Young Professional Leadership Award Finalist, 2021
- FAU Pine Jog Environmental Education Center, Young Professional of the Year Award, 2020
- Florida Association of Environmental Professionals, Treasure Coast Chapter
    - Treasure of the Chapter Award, 2020
- Florida Association of Environmental Professionals
    - President's Service Award, 2015

PRESENTATIONS AND PUBLICATIONS

- Lesser-Known Development Tool Has Major Impact, City & State Florida, April 2023
- One Byte at a Time, Florida Chamber of Commerce Environmental Permitting Summer School, July 2022
- In the News: Helping Women Succeed is an Everyday Mission for LLW Attorney Kathryn Rossmell, September 2021
- Master Your Tech, Florida Chamber of Commerce Environmental Permitting Summer School, July 2021
- Ethical and Technology Issues for Environmental, Land Use, and Government Attorneys, presentation to the Environmental and Land Use Law Section of the Florida Bar, October 2020
- Something Old, Something New – Ethics and Technology for Environmental Professionals on the Go, Florida Chamber of Commerce Environmental Permitting Summer School, July 2020
- But I Need That! Navigating Special Procurement Issues for CRAs, Presentation to Florida Redevelopment Association, October 2019
- Mangroves and Florida Residential Homeowners: Your Rights Under The Mangrove Trimming and Preservation Act, October 2019
- Drones – Hovering over a Town Near You, Florida City and County Management Association Conference, June 2017
- Drones – A Florida Perspective, Florida Engineering Society Journal, March 2017
- 2017 – The Year of Water Law, Law 360; Environmental Law Network, February 2017
- EPA Updates and Trends, Environmental Permitting Summer School, July 2016
- Numeric Nutrient Criteria: Florida's Journey, the Next Steps, and the Gulf Dead Zone, National Association of Environmental Professionals Annual Conference, April 2014
- Florida's New Crop: Is Water Farming For You?, Journal of the American Water Works Association, December 2013
- Elimination, Reduction, and Minimization of Impacts, Florida Environmental and Land Use Law Treatise,

E. Tyson Smith, Esq., AICP

Curriculum Vitae

FIRM INFORMATION

White & Smith Planning and Law Group
tsmith@planningandlaw.com
www.planningandlaw.com

BACKGROUND

Tyson Smith has been working in local government law and land use planning since 1992, as an in-house planner (in Monroe County and the City of Key West) and as a planning consultant and attorney. Mr. Smith has served over fifty jurisdictions around the country on matters related to impact fees and other public facility tools.

RECENT IMPACT FEE CLIENTS

Florida: Apopka, Aventura, Brevard County, Casselberry, Citrus County, Coconut Creek, Collier County, Coral Springs, Deltona, Escambia County, Flagler County, Ft. Pierce, Hallandale Beach, Hernando County, Hillsborough County, Indian River County, Inverness, Kissimmee, Lakeland, Manatee County, Marion County, Martin County, Orange County, Orlando, Osceola County, Oviedo, Palm Beach County, Palm Coast, Panama City, Pasco County, Sarasota, Sarasota County, St. Johns County, St. Lucie County, and Tavares.

Nationwide: Albuquerque (NM), Washoe County (Reno, NV), Nye County (NV), Missoula (MT), Bozeman (MT), Georgetown County (SC), Aiken County (SC), Anderson County (SC), Cheyenne (WY), Helena (MT), Queen Anne's County (MD), Sunbury (OH), Delaware (OH), Fairfield (OH), Garden City (GA), Cary (NC), Salt River Pima Indian Community, Avondale (AZ), Flagstaff (AZ), Queen Creek (AZ), Maricopa County (AZ), Goodyear (AZ), Yuma (AZ), Larimer County (CO), Park City (UT), Aspen (CO), Wake Forest (NC).

ADDITIONAL FLORIDA LAND USE CLIENTS

Miami-Dade County, Homestead Air Reserve Base (Homestead), Village of Islamorada, Monroe County, Brevard County, Ponce Inlet, Pasco County, North Port, State of Florida Department of Community Affairs (DCA), Hillsborough County School District.

EDUCATION BACKGROUND

Juris Doctor, University of Florida (2000)

Master of Arts (Urban and Regional Planning), University of Florida (1995)

Bachelor of Arts (Economics), University of North Carolina at Chapel Hill (1991)

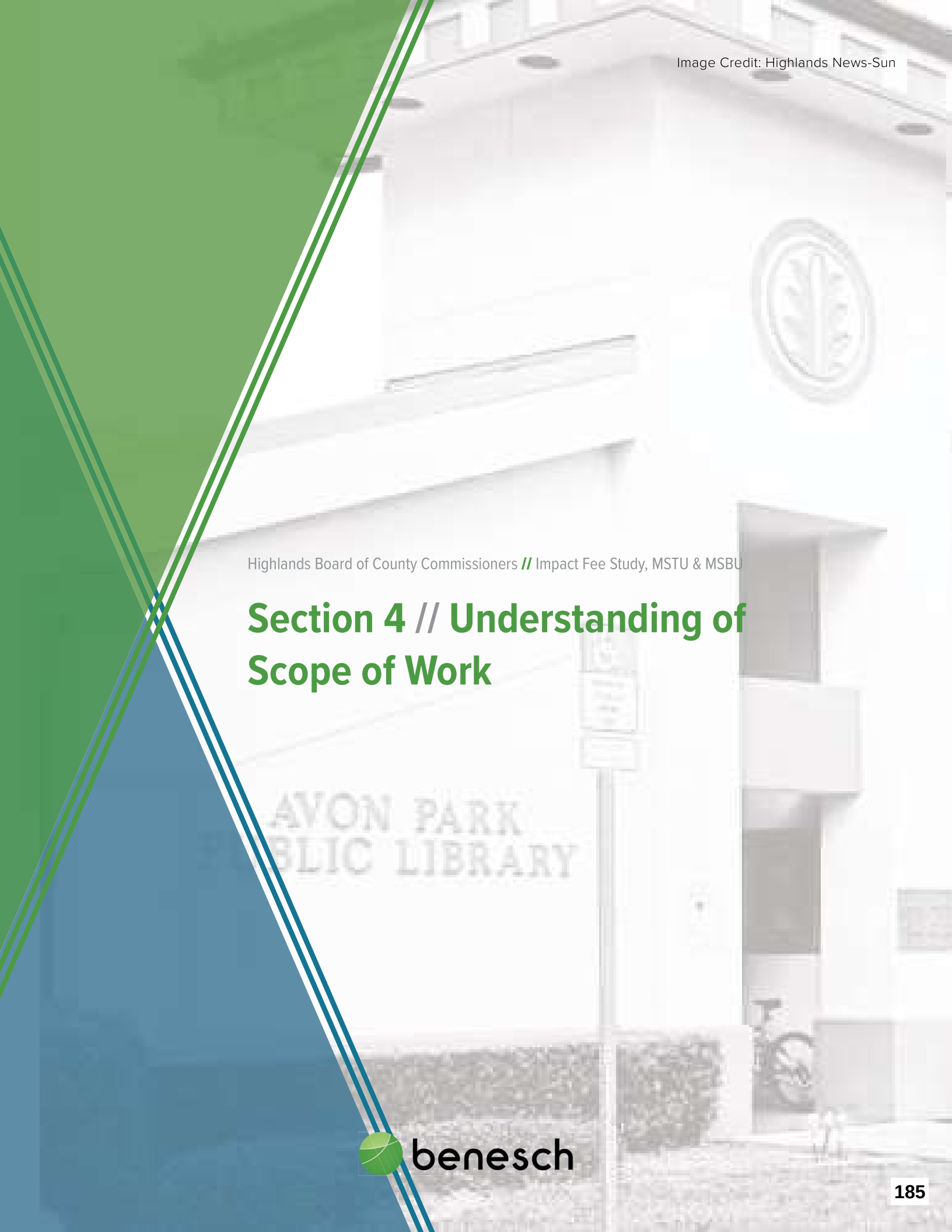


Image Credit: Highlands News-Sun

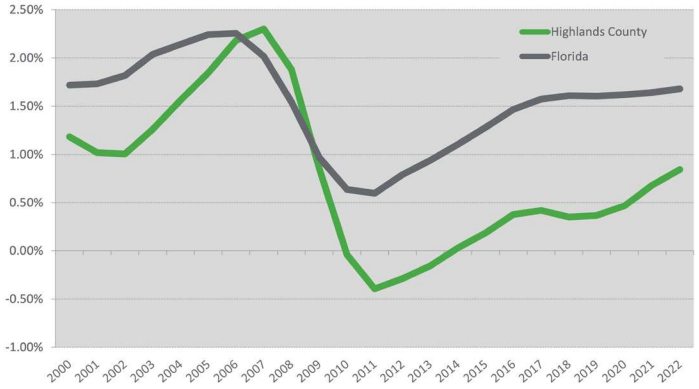
Section 4 // Understanding of Scope of Work

benesch

Approach & Methodology

With a population of 104,000, Highland County ranks 36th out of 67 Florida counties in terms of population. The County is considered a moderate growth county, ranking 49th in projected annual growth rate through 2050 and 38th in terms of absolute growth. As shown in Figure 1, over the past 20 years, the county's growth rate lagged behind the statewide average, except during the economic boom between 2005 and 2009.

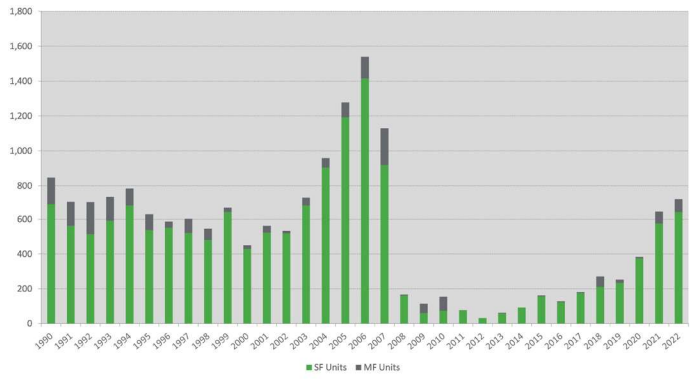
Figure 1: *Population Trends (Three-Year Average)*



Source: Bureau of Economic and Business Research (BEBR)

However, recent residential permitting trends indicate an increase in new growth as shown in Figure 2. Although the growth levels have not yet reached the peak between 2004 and 2007, the County is experiencing increasing levels of growth over the past three to five years.

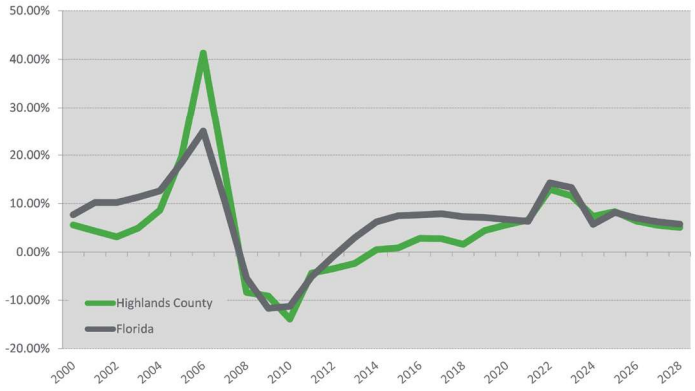
Figure 2: *Residential Permitting Trends*



Source: U.S. Census

As presented in Figure 3, the County's tax base experienced a significant increase during the economic boom of 2004 through 2007, followed by a decline during the great recession. Since then, the tax base started to recover with an average increase of 10 percent per year over the past three years.

Figure 3: *Trends in Taxable Value per Capita*



Source: Florida Property Valuations and Tax Databook

To address the impact of growth, Highlands County implemented an impact fee program in 2006. The fees were placed under moratorium in 2009, which is in effect until July 1, 2024. At this time, we understand that the County is interested in a comprehensive funding study that would create an equitable distribution of costs associated with new growth. More specifically, the County is seeking to review different revenue sources that will allow the County to maintain the current levels of service as new residents are added. Some of these revenue sources may include impact fees, Municipal Service Taxing Units (MSTU), Municipal Service Benefit Units (MSBU), and other sources. The primary service areas that need to be considered as part of the funding study include the following:

- Transportation (Roads)
- Alternative Multimodal Transportation (Multiuse Paths)
- Public Transportation (Door-to-Door, Fix Route, On-Demand)
- Stormwater & Drainage
- Parks
- Environmental Sensitive Lands
- Emergency Medical Services (EMS)
- Fire Services
- Educational Facilities (Schools)
- Broadband
- Children Services Trust
- Human Services & Mental Health Services
- County Health Department
- Mosquito Control
- Solid Waste

The Benesch team includes planners, engineers, economists, and GIS specialists with in-depth experience in funding studies for a wide range of program areas, including those listed by the County. *In the past, Benesch prepared the impact fee studies for Highlands County that were used to implement impact fees in Highlands County in 2006.* Through this and other work for the County, we are familiar with the County's growth trends and local conditions.

The Benesch Team has extensive experience in impact fees, assessments, MSTUs, MSBUs, user fees and other alternative revenue sources. In addition, our team has prepared Parks and fire master plans, long range transportation plans, transit development plans, school master plans and other planning studies. We understand the relationship between alternative funding options, master plans and economic development and growth management goals.

This scope of services to prepare this funding study is organized into three major tasks that outline the analysis related to initial background review/methodology evaluation, technical analysis and a technical report, and meetings/ presentations. The work plan for each of the three major tasks is presented in the remainder of this section.

SCOPE OF SERVICES

Task 1: Background & Data Collection

Upon receipt of the Notice to Proceed, Benesch will coordinate with the County for the collection of the specific studies, data, previous technical reports, current policies and procedures and other related information necessary to complete the study.

Benesch will review the background information and facilitate a kick-off meeting with key County staff to discuss major technical, legal and policy issues, coordinate staff and Benesch responsibilities and refine the project schedule as necessary. Some of the topics that will be discussed include:

- Growth levels/trends
- County's current needs for each service area (new capital, additional personnel/services, etc.)
- Establishment of needs in terms of future projects and services
- Alternative funding sources available to the County
- Technical study methodologies used throughout Florida and legal requirements for different funding sources
- Any administrative or implementation related issues/ concerns

Benesch will begin the study by reviewing background information and coordinating with County staff.

Task 2: Technical Analysis

This task addresses the growth patterns in the county and the identification of possible revenue sources for each service area depending on the needs in each area.

Subtask 2.1: Growth Projections

The Benesch Team will work with the County in establishing future growth projections based on any analysis conducted by the County and upcoming large developments. This analysis will be supplemented by projections from the University of Florida, Bureau of Economic and Business Research, any projections incorporated into the Long Range Transportation Plan or other master plans. Results of this analysis will assist the County in determining needs for additional facilities and services in the future.

Subtask 2.2: Level of Service Analysis

Benesch will document the County's current, achieved level of service (LOS) and its adopted LOS in the Comprehensive Plan, as available. This will determine the appropriate LOS that can be used for capital facility planning as well as operational needs. In addition, a comparison of County's achieved LOS and adopted LOS standard to those in other Florida counties will also be provided as data available.

Subtask 2.3: Review of Available Funding

This task will review current funding sources used by the County for new capacity, maintenance and operations. This review will help identify areas of need for additional revenue sources. For example, if the primary needs for the Public Transportation program are in the operations area, an MSTU program may be most beneficial. Benesch has established the first countywide transit MSTU program in Florida, and therefore, understands the requirements for these types of programs.

Subtask 2.4: Identification of Alternative Funding Options
Based on review and analysis in the prior tasks and discussions with the County, this task will explore appropriate funding options for each service area.

Of these, impact fee revenues can only be used for new/additional capacity projects. The programs that benefit most from impact fees tend to be transportation (including multi-modal transportation), schools, and parks since these service areas have high capital costs. Alternatively, fire, EMS, and law enforcement tend to have high operational costs and may benefit more from a combination of non-ad valorem assessment/MSBU and an MSTU program. Based on the results of this analysis, appropriate funding programs for each service area will be identified.

We will review funding options to determine which will most adequately suit Highlands County's revenue needs.

Subtask 2.5: Impact Fee Calculations
Impact fees are a one-time charge to new development and allow communities to maintain the current achieved LOS or adopted LOS standard, whichever is lower, for capital facilities/assets. Based on the findings of the previous tasks, this task will develop impact fees for appropriate service areas. Calculations will comply with all legal requirements and include the following components.

Inventory: The County will provide an inventory of existing as well as planned facilities. The transportation inventory includes all non-local classified roadways in the county. For other service areas, the inventory will include buildings, land, vehicles, equipment and other capital assets as appropriate. A summary of capital asset inventory for each program area will be incorporated into the technical report.

Demand Component: Benesch will calculate the demand component for each impact fee program area.

In the case of transportation, demand is measured in terms of vehicle miles of travel (VMT). Benesch has an extensive database that includes trip characteristics studies for over 40 land uses. The demand component will be developed for the transportation impact fee based on secondary data sources, such as the most current ITE Trip Generation Handbook, Benesch's trip characteristics database and any alternative studies that may have been conducted in Highlands County.

For school impact fees, demand is measured in terms of student generation rate. Benesch has developed a Geographic Information Systems (GIS)-based approach that ties student addresses to parcel addresses from the Property Appraiser's database. We used this approach in school impact fee studies for several counties, such as Collier, Orange, Hernando, Palm Beach and Volusia, which resulted in an accurate demand component, reflecting local data.

Demand for all other service areas is measured in terms of population, which may be permanent, seasonal or functional population depending on the services. Of these, functional population measures the benefit to each land use based on the presence of people at that land use throughout the day. In other words, land uses are charged for the availability of these services based on full-time equivalent persons present at each land use throughout the day.

Finally, as part of this task, land uses that will be included in the County's impact fee schedules will be discussed to ensure the fee schedule incorporates types of new developments the County is permitting. This work effort will be documented in the technical report.

Cost Component: The cost component for each impact fee program area will be calculated to reflect the current cost of adding capacity in Highlands County. Cost elements reviewed will include design and engineering inspection, construction, land/right-of-way purchase, vehicle/equipment purchase and other related costs. Benesch will review the Capital Improvement Program, the Capital Improvement Element of the Comprehensive Plan, the Highlands County School District Capital Improvement Plan, Long Range Transportation Plan, annual budgets/reports, recent bids, recently-completed local projects (past five years), recent land purchases or appraisals and other relevant documents to identify capital improvement costs that may be considered in the calculation of the cost component of the impact fee formula for the County. This information will be compared to and/or supplemented with Benesch's cost databases that include information from other Florida jurisdictions.

Credit Component: Benesch will review historical and projected capital improvement funding sources and expenditures for land/right-of-way, construction, design and engineering inspection and other related costs in Highlands County. Debt service for any bond proceeds used for capacity expansion projects will be reviewed and documented as appropriate. These calculations will reflect any recent and/or anticipated changes in how the capital assets are funded. This information will be used to prepare the credit component of the impact fee formula. This work effort will be documented in the technical report.

Benefit Districts: To ensure fee payers receive the associated benefit, for certain service areas, such as transportation and parks, separate benefit districts are established. The fees can only be spent in the district they are collected with some exceptions. This task will review natural/man-made geographic barriers, variations in growth rates/trends, development levels by subarea, and other similar variables to determine appropriate boundaries for benefit districts.

Fee Schedules & Comparison: Based on the results of Subtask 2.5, impact fee schedules will be developed. These schedules will be compared to those adopted by surrounding or similar jurisdictions. Revenue projections for the next five, 10 and 20- year periods will be prepared based on the analysis of growth levels.

Subtask 2.6: Special Assessment/MSBU Calculations

Certain services are eligible to be funded with non-ad valorem assessments, such as fire rescue, solid waste, and stormwater. If the findings of Subtask 2.4 indicate a need for an assessment program, this task will prepare the necessary calculations, which will comply with all legal requirements. Special assessments need to demonstrate benefit to the property. Benesch has extensive experience with different methodology options available to Highlands County and will discuss these early in the study with the County.

Budget Component: Budget line items for each service area will be evaluated to identify the assessable portions of the budget. All costs related to providing the service and eligible to be funded with an assessment will be included.

Demand Component: Demand component for each service area will be calculated and options for different land uses and size tiering will be provided for the County's consideration.

Property Units: Based on data from the Highlands County Property Appraiser's Office, property units for each land use category will be identified. Options for tiering by square footage or acreage will be prepared as part of the rate calculations.

Rate Schedules & Comparison: Based on the results of subtask 2.6, assessment rate schedules will be developed. These schedules will be compared to those adopted by surrounding or similar jurisdictions. Revenue projections for the next 5-, 10- and 20- year periods will be prepared based on the analysis of growth levels.

Subtask 2.7: Additional Revenue Sources

This task will provide calculations for other funding sources identified as part of subtask 2.4. These may include MSTU millage, local option sales tax, user fees, and others that are not currently being used by Highlands County. Revenue estimates will be prepared to determine the portion of growth related costs that is being funded with each funding source. These revenue sources and associated rates will be compared to those used by other nearby or similar jurisdictions.

Subtask 2.8: Draft & Final Technical Reports

Results of Tasks 1 and 2 will be summarized in a draft technical report. The technical report will include all background information, estimates, projections and data analysis, as well as any assumptions made and methodologies employed to complete these tasks. A minimum of three draft and status reports will be submitted. Upon receipt of comments from the County, Benesch will make the necessary revisions to the draft report and prepare the final report, which will incorporate input from the County, Board of County Commissioners (BCC) and other public groups, stakeholders and agencies as appropriate.

Task 3: Meetings & Presentations

As part of this study, the following seven meetings and presentations will be conducted:

- Kick-off meeting (virtual) to review the objectives of the study, agree to methodology, exchange information, timing and schedule for all tasks and to determine information to be provided by County staff.
- Three interim meetings (virtual) to discuss any questions on the data and interim findings.
- One meeting with County staff to review draft report findings and prepare for public meetings (virtual).
- Three public meetings to present study results and obtain input.
- Two meetings with the BCC to present results and respond to questions.

For all presentations, Benesch will prepare user-friendly, easy-to-follow materials in PowerPoint and provide drafts to County staff for review prior to each meeting/presentation. In addition to these formal meetings, Benesch will be in close contact with the County's Project Manager to ensure that the County is aware of the study's progress. With offices in Tampa, Benesch is easily accessible to County staff.

Benesch will prepare user-friendly, accessible presentations to share study findings with Highlands County.

SUCCESSFUL ORGANIZATIONAL STRUCTURE

Our organization chart showcases a multidisciplinary team led by ***Nilgun Kamp, AICP***. As the direct connection to Highlands County, Nilgun will oversee the work of our team and facilitate on-going consistent communication and proactive coordination of all project tasks.

Our team also includes ***GovRates*** (stormwater technical analysis), ***Lewis, Longman & Walker*** (legal support for MSBU and MSTU analyses) and ***White & Smith*** (legal support for impact fee studies).

In order to meet the milestones outlined in the study schedule on the following pagel, the Benesch Team will focus on the following:

- **Quality Assurance:** Benesch's Quality Assurance (QA) procedures involve input from peers outside the project team, often referred to as Independent Technical Reviewers. Benesch's QA/QC Manager or another designated expert will serve as the primary Independent Technical Reviewer for each task, providing comments and feedback from a fresh perspective.
- **Quality Control:** QC procedures include countering errors or misjudgments and identifying opportunities for improvement. This includes intra-team technical review and professional editorial review to help ensure the quality of deliverables that clients expect.
- **Schedule Adherence:** Benesch has a proven track record of on-time performance. In the rare instances in which projects were not completed according to the original schedule, local policy issues or other reasons beyond our control were the primary reasons for delay.

  Upon selection, the study schedule will be reviewed with the County's Project Manager and will be modified if needed. With a dedicated Public Finance Group and other experienced staff, Benesch has the resources to meet most desired time frames and provide a high-quality product.

KEY ELEMENTS OF BENESCH'S QUALITY ASSURANCE & SCHEDULE CONTROL PROGRAM

Benesch's Project Management Plan

Benesch understands the diverse needs of our clients and has developed project management procedures to help ensure execution of the QA/QC program. A Project Management Plan (PMP) is prepared to facilitate management of major task work orders and includes the following major items:

- Project goals and objectives
- Project contacts
- Project responsibility assignments
- Scope of work
- Project deliverables
- Project schedule, including milestones and meeting dates

The PMP is distributed and reviewed with the entire project team to ensure that all are working toward the same goals and objectives, creating a cohesive team and providing the client with consistent, superior deliverables. As part of the PMP, Benesch coordinates tasks with subconsultants and maintains regular communication to ensure all tasks are on schedule and being completed within the study budget. The PMP also is an excellent tool for the client to track the project's progress and the Benesch Team's performance.

Cultural Commitment to Quality

Most important is Benesch's cultural commitment to quality that has been demonstrated since being established in 1946. This commitment is evidenced by the project management philosophy and techniques espoused by Benesch for the successful management of projects and client relationships. The Benesch Team looks forward to applying this philosophy to the study of Highlands County.

PROJECT SCHEDULE

A preliminary schedule is provided below. Upon selection, this schedule will be reviewed with the County's Project Manager and, if needed, will be modified to better accommodate the County's needs. The schedule will be revisited once the final number of service areas is identified for impact fee and assessment studies. With a dedicated Public Finance Group and other staff experienced in public finance-related analyses, Benesch has the necessary resources to successfully perform the assigned work under the time constraints specified in the RFQ.

TASK DESCRIPTION	DATE
Receipt of Signed Contract	June 31, 2024
Kickoff Meeting	Week of June 10, 2024
Submittal of Data Needs Memo	June 17, 2024
Receipt of All Requested Data	July 17, 2024
Identification of Revenue Sources (Tasks 1 through 2.4)	July 2024 - October 2024
Interim Meeting to Review Initial Results	Week of September 16, 2024
Submittal of Draft Technical Report (30% Completion)	October 18, 2024
Public Meeting or BCC Workshop	October/November 2024
Impact Fee and MSBU Calculations & Alternative Revenues (Tasks 2.5 through 3)	November 2024 - August 2025
Interim Meeting to Review Findings/Results	Week of May 12, 2025
Submittal of Draft Technical Reports (60% Completion)	May 30, 2025
Draft Report Review Meeting	Week of June 9, 2025
Submittal of Revised Technical Reports (90% Completion)	June 27, 2025
Public Meetings (2)	July/August 2025
Submittal of Final Report	Two weeks after receipt of all comments
BCC Meeting	September 2025

Image Credit: Highlands CountyREMAX Realty Plus

Section 5 // Forms & Certifications

benesch

PROPOSAL SUMBITTAL FORM

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

SOLICITATION IDENTIFICATION: **RFP 23-040-KSB**

SOLICITATION NAME: **Impact Fee Study, Municipal Service Taxing Unit (MSTU) & Municipal Service Benefit Unit (MSBU) Study, Revenue Sourcing Study**

PROPOSAL SUBMITTED BY:

Alfred Benesch & Company
Proposer's Name

William L. Ball, AICP, Sr. Vice President, FL Division Manager
Proposer's Authorized Representative's Name and Title

1000 N Ashley Drive, Suite 400
Proposer's Address 1

Tampa, FL 33602
Proposer's Address 2

Nilgun Kamp, AICP - Project Manager
Contact's Name and Title (Print)

nkamp@benesch.com
Contact's E-mail Address

813-825-1225
Contact's Phone Number

049812563
Dun's Number

36-2407363
Employer Identification Number/Federal Employer Identification

ACKNOWLEDGEMENT OF ADENDA Proposer represents that:

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

Addenda Number	Date Issued	Addenda Number	Date Issued	Addenda Number	Date Issued	Addenda Number	Date Issued
1	1/25/2024						

LITIGATION, SUSPENDED OR DEBARRED Yes X / ___No Provide the entity name and final outcome: (attach additional pages if necessary)

Entity Name		Final Outcome
See following pages for litigation Information		

OUTSTANDING CLAIMS & LITIGATION

Below is a detailed list of our current outstanding claims & litigation. **None of the below cases are related to our work in public finance, nor in the state of Florida.**

Case Name: Josue Martinez v. Orange Crush, LLC, Benesch Engineering, ABC Engineering of NY, P.C. and R.T. Millord Co., and Builders Paving, LLC, et al.
Court: State of Illinois Circuit Court
Project Owner: CSX Intermodal Terminals, Inc.
Basis: On July 20, 2023, Benesch received a Summons indicating that it has been added as defendant in this matter. This suit stems from an injury sustained by a construction worker on September 1, 2022, when the worker was pinned between a paving machine and roller machine that were operating at the site, crushing the workers right leg.
Status: Ongoing. It is unlikely that Benesch has any liability in this matter.

Case Name: Diamond Grant v. Esurance Property and Casualty Insurance Company, Alex Spradlin and Alfred Benesch & Company
Court: State of Michigan Third Judicial Circuit Wayne County
Basis: On May 5, 2023, Benesch received a summons indicating that it had been added as a defendant in this matter. This suit stems from a vehicle accident in which Benesch employee, Alex Schultz-Spradlin, was involved on May 25, 2022. Plaintiff alleges that Schultz-Spradlin operated his vehicle in a careless, negligent, willful and wanton, grossly negligent and/or reckless manner.
Status: Ongoing. It is unlikely that Benesch has any liability in this matter.

Case Name: Sun City Carolina Lakes Community Association v. Pulte Home Company, LLC v. Third Party Defendants: WRG Design, Inc.; Susman Tisdale Gayle Architects, Inc., A/K/A STG Design as Successor in Interest to and/or Merger with BMG, Inc, AIA; Blythe Development Co.; Scurry Construction, Inc.; Choate Construction Company; REA Contracting, LLC; ESP Associates, Inc.; Southern Shade Tree Co., Inc.; Pipeline Irrigation, LLC; Impact Landscaping LLC; Ecoscape Solutions Group, LLC; CK Contracting, Inc.; Hoopaugh Grading Company, LLC; Edwards Construction Services, Inc., Carolina Civil LLC; and Carolina Site Work, LLC; Merrick & Company as Successor in Interest to and/or Merger with Turnbull/ Sigmon Design, P.A.; Alfred Benesch & Company as Successor in Interest to and/or Merger with Site Solutions, Inc.; Salas; O'Brien South, LLC as Successor in Interest to and/or Merger with HESM&A, Inc.
Court: State of South Carolina, County of Lancaster, The Court of Common Please the Sixth Judicial Circuit
Project Owner: Sun City Carolina Lakes Community Association
Basis: On September 25, 2022, Benesch received a Summons indicating that it has been added as a Third-Party Defendant in this matter. This suit was originally filed in 2019 and relates to work completed by an acquired company, Site Solutions, between 2005 - 2012. Based on research completed to date, the issues outlined in the complaint do not involve the various sections of the community in which Site Solutions provided services.
Status: Ongoing. It is unlikely that Benesch has any liability in this matter.

Case Name: Michele Castaneda and Manual Castaneda v. City of Bettendorf v. Chhabria A. Harris and Alfred Benesch & Company
Court: United States District Court for the Central District of Illinois
Project Owner: Iowa Department of Transportation
Basis: On August 24, 2022, Benesch received a Summons indicating that it has been added as a Third-Party Defendant in this matter. This suit stems from a pedestrian fatality accident that occurred on May 22, 2022, when a drunk driver in an SUV entered the pedestrian path on the bridge and struck three (3) pedestrians. Benesch was the lead designer for the bridge. Installation of bollards was discussed during the design process, but the client elected not to have them included as part of the design.
Status: Ongoing. It is unlikely that Benesch has any liability in this matter.

Case Name: Kevin W. Schmidt, Individually and as Representative of THE ESTATE OF TERRI L. SCHMIDT, Don and Lois Corning, and Michael Johnson and Roberta Rosa v Aaron Nash, Lyons Limousuine, LLC, Patrick Richard Lyons, Mary Lyons, Zenith Limosusine, LLC, Edward Kraemer & Sons, Kenny Construction Company, Kenny-Kraemer Joint Venture, Plote, Inc., Plote Construction, Inc., Roadsafe Traffic Systems, Inc., a foreign corporation, Traffic Control and Protection, Inc., GFS Construction, LLC, Omega & Associates Inc., The Roderick Group Inc., P.C., Exp. U.S. Service, Inc., Thomas Engieering Group LLC, Alfred Benesch & Company, V3 Companies of Illinois LTD, V3 Companies LTD, BV3 Joint Venture
Court: Circuit Court of Cook Co., Illinois, Law Division
Project Owner: The Illinois State Toll Highway Authority
Basis: The suit stems from a March 25, 2016 limousine accident in a construction zone on I-90 in Elgin, IL near the Stage 3B area of construction. Benesch did the design of this section. According to news reports, the limo driver was blinded by sunshine and struck the concrete barrier. One person died and 6 others were injured. This is the second suit filed relating to this accident. Benesch received notice that it had been named in this suit on October 5, 2016.
Status: Ongoing. In July 2021 the judge granted the defendants motion for summary judgement based on the driver of the limousine (Aaron Nash) as the sole proximate cause of the accident; however, plaintiffs responded by filing Notices of Appeal which are pending disposition with the court.

RESOLVED CLAIMS & LITIGATION

Below is a detailed list of past, resolved claims and litigation from the past five years. **None of the cases listed below are related to our work in public finance, nor in the state of Florida.**

Case Name: Livingston County Board of Public Works v. Action Traffic Maintenance, Inc., Alfred Benesch & Company, and Ajax Paving Industries, Inc.
Court: State of Michigan 44th Circuit Court for the County of Livingston
Project Owner: County of Livingston
Basis: On Friday, August 11, 2023 received a Summons indicating it had been named as a defendant in this matter. Benesch was responsible for construction engineering services on this project. The suit stems from underground facilities that were damaged by Action Traffic on or about November 7-8, 2022, which subsequently resulted in a sink hole resulting in claimed damages for repairs in the amount of $405,522.79.
Outcome: Benesch was dismissed in this matter by the Client given that there was no contractual relationship.

Case Name: Joann Welsh, Edward Larsen, John K. Fitzgerald, Jean A. Fitzgerald, John Netto, Thomas F. McEvoy, Jr., Thomas F. McEvoy, III, Donna McEvoy, Michelle Dicapua, James D. McEvoy, Rita McEvoy, Joey Ann Liquigly v. City of Derby, Turco Golf, Inc., Kaestle Boos Architects, Inc.; Turco Golf apportionment claim v. Langan Engineering and Environmental Services, Inc., Alfred Benesch & Company, Turner Construction Company, and John J. Brennan Construction Company, Inc.
Court: Superior Court J.D. of Ansonia at Milford
Project Owner: City of Derby, Connecticut
Basis: On September 25, 2018, the combination of heavy rainfall (5.8") and the Contractor failing to follow Benesch's design drawings led to a flooding issue downstream that allegedly caused flooding affecting adjacent homeowners. Benesch was a sub to KB, an architectural firm, for design of new athletic fields for Derby High School in Connecticut. Benesch provided engineering support for design (including drainage) and limited construction administration services, but construction observation was not included in the scope. On September 12, 2019, a suit was filed by the homeowners against (1) The City of Derby (2) Turco Golf, Inc. and (3) Kaestle Boos Associates, Inc. On December 27, 2019, Turco Golf filed an Apportionment Complaint against Langan Civil Engineers, Benesch, Turner Construction and John J. Brennan Construction. The apportionment complaint doesn't seek affirmative relief, it just seeks to limit Turco's liability. In order for Benesch to have liability, the plaintiff or one of the other original defendants would have to plead over seeking liability against Benesch.
Outcome: This matter was resolved through mediation and negotiations in August 2023. Benesch contributed $45,000 to a settlement with our general liability carrier, Travelers, paying 50%.

Case Name: Ashley Thrasher v. Douglas County, Nebraska, Hawkins Construction, and Alfred Benesch & Company
Court: District Court of Douglas County, Nebraska
Project Owner: Douglas County, Nebraska
Basis: On March 22, 2018, Benesch received a Complaint in the above referenced suit. This suit stems from an automobile/pedestrian accident that occurred on March 18, 2016. The accident happened in the early morning following St. Patrick's Day and involved a teenage girl who stepped into the roadway and was struck by a car in an area of the project that had no sidewalk (prior to or during construction). Benesch provided design services for this project, but did not provide construction observation.
Outcome: This matter was resolved through mediation on May 11, 2023, for a total of $65,000, with Benesch and Hawkins Construction each agreeing to contribute $32,500.

Case Name: Mashantucket Pequot Tribal Nation (MPTN) v. Alfred Benesch & Company and South Coast Development
Court: Mashantucket Pequot Tribal Court
Project Owner: Mashantucket Pequot Gaming Enterprise
Basis: On November 26, 2018, the Mashantucket Pequot Gaming Enterprise named Benesch as a third-party defendant in this matter seeking contractual indemnification for amounts they paid in settlement. This project was initially contracted by Purcell and Associates (an acquired company), but was completed shortly after the merger with Benesch in 2012. This suit stems from a case filed by Bethany Lemire alleging that on May 13, 2013, she sustained injuries stepping off a sidewalk that intersected with a handicapped slope that was designed by Purcell; however, the contractor and client intentionally deviated from Benesch's design during construction.
Outcome: This matter settled during mediation on August 15, 2022, with Benesch and the Contractor, South Coast Development, each agreeing to pay $50,000 for a combined settlement of $100,000. Benesch's general liability carrier, Travelers, agreed to contribute $25,000 towards Benesch's portion of the settlement.

Case Name: Michael Albertini and Karen Schejbal v. Lorig Construction and Alfred Benesch & Company
Court: Circuit Court of Cook County, Illinois County Department, Law Division
Project Owner: Illinois Department of Transportation
Basis: On August 1, 2019, Benesch received a complaint naming it as a defendant in a suit stemming from an injury that was sustained by an Area Equipment employee on November 14, 2018, on a project at Canal Street under the Congress Expressway. Benesch provided design services for a temporary shoring plan on this project to Area Equipment, who was a sub-contractor to Lorig Construction, under the terms of an on-call professional services agreement with Area. Benesch's scope did not include any project site services, nor did Benesch have any employees on site, and had no knowledge of the injury until servced with the complaint.
Outcome: This matter was settled during mediation on March 31, 2022, for a total of $1.6 million. Benesch's general liability carrier,

Travelers, agreed to contribute $50,000 to bring the matter to a close.

Case Name: Nemaha Landscape Construction, Inc. v. City of York, Nebraska v. Alfred Benesch & Company.
Court: District Court of York County, Nebraska
Project Owner: City of York, Nebraska
Basis: On February 16, 2021, Benesch received a summons indicating it had been named as a third-party defendant in this matter. The case stems from a claim by Nemaha in June 2017, for extra work and backcharges related to the construction of the York Ballfield Complex. The main dispute centers around cracking of the concrete in the dugouts, which the contractor claims are design defects and Benesch (and York) maintain that the design of the slabs was delegated to the contractor.
Outcome: This matter was settled pre-trial in July 2021, with Benesch and the City each agreeing to contribute $15,000 to a $30,000 settlement.

Case Name: Albert Sanchez v. Shalonda Bobo, City of Chicago, G&V Construction Company, Inc., Metromex Contractors, Inc., and Alfred Benesch & Company
Court: Circuit Court of Cook Count, Illinois, County Department Law, Law Division
Project Owner: City of Chicago Department of Transportation
Basis: On January 19, 2021, Benesch received notice that it had been added as a defendant in a lawsuit that resulted from a vehicle collision at 26th Street and Pulaski on September 22, 2017, allegedly as a result of construction occurring at the intersection. Benesch was a subconsultant to C*NECT, a joint venture between Civiltech and Infrastructure Engineering, under a contract for Project Management Consulting for Capital Improvement Projects.
Outcome: This case settled during a pre-trial conference on March 17, 2021, with plaintiff agreeing to accept $50,000. Benesch's general liability carrier agreed to contribute $10,000 to the settlement in an effort to bring the matter to a quick resolution.

Case Name: John McCracken and Lauren McCracken v. PennDOT, J.D. Eckman, Inc., Urban Engineers, Inc., Alfred Benesch & Company and Allstate Insurance Company
Court: Court of Common Pleas, Delaware County, Pennsylvania
Project Owner: Pennsylvania Department of Transportation
Basis: On December 4, 2019, Benesch received a complaint naming it as a defendant in this suit claiming that each defendant, by and through their agents, workers and/or subcontractors performed demolition, excavation, and construction involving the operation of heavy construction equipment, machinery and vehicles in close proximity to the border of plaintiff's property, and alleging that plaintiffs subsequently had damage to their property due to the destructive vibrations in the excavation of the property and roadway near plaintiff's property. Benesch had design and construction engineering services, but did not provide construction observation
Outcome: This matter was settled pre-trial in February 2021 with plaintiffs agreeing to accept $60,000, of which Benesch contributed $4,000.

Case Name: Mazen Fiala v. Northeast Regional Commuter Railroad Corporation, D/B/A Metra Rail, and Commuter Rail Construction Team, LLC
Court: Circuit Court of Cook County, Illinois, Municipal Department, Third District
Project Owner: Northeast Regional Commuter Railroad Corporation, D/B/A Metra Rail
Basis: On August 5, 2019, Benesch was served with a complaint in which Commuter Rail Construction Team (CRCT) was named as a defendant. CRCT is a joint venture between Benesch and V3 providing Construction Management Engineering Services for various METRA capital projects, which are assigned on a task-order basis. This suit stems from a trip and fall accident that occurred on December 1, 2017, at Healy Station. A train overshot the platform, and Fiala allegedly tripped and fell over a metal object that was protruding from gravel near one of the platforms when walking across the gravel to board the train.
Outcome: This matter was settled pre-trial in February 2021, with plaintiffs agreeing to a settlement of $30,000, of which Benesch's general liability carrier contributed $5,000.

Case Name: Carlos M. Cruz v. Alfred Benesch & Company et al.
Court: Court of Common Pleas of Schuylkill County, Pennsylvania Civil Division
Project Owner: Borough of Shenandoah
Basis: On June 19, 2018, Benesch received a Complaint in which the company and two of our employees were named as defendants in the above referenced suit, along with 20 other individuals/entities. The suit stems from a request from the Borough to investigate the structural integrity of multiple structures sited on parcels 64-02-0006.000 and 64-02-0003.002. The investigation was conducted by Benesch employee, Dominic Yannuzzi, who determined that the buildings were unsafe and constituted a dangerous structure or premises according to the Borough's ordinance. The basis of the Complaint is that a neighbor had an illegal sewer hookup to the Plaintiff's sewer lateral, which ultimately caused all the damage to the subject properties. There was an extensive legal battle between the Borough and Cruz, which required Yannuzzi to testify in court. The Complaint does not list any grievances with Benesch's evaluation. A second Benesch employee, Ed Bosack, was also named as a defendant, but he had no involvement in the inspection.
Outcome: Plaintiff abandoned this case and Benesch, along with the two employees named as defendants in this action were dismissed from the case with prejudice on December 28, 2020.

Case Name: Bethany Lemire v. James P. Purchell Associates (aka Alfred Benesch & Company) and South Coast Development LLC
Court: State of Connecticut, Superior Court in New London

Project Owner: Mashantucket Pequot Gaming Enterprise
Basis: On October 23, 2019, plaintiff Bethany Lemire filed suit directly against Benesch and South Coast Development in state court. This case is related to the same matter Lemire previously filed in tribal court against the Mashantucket Pequot Gaming Enterprise, and in which Benesch was named a third-party defendant for the purpose of contractual indemnification by the MPTN. This project was initially contracted by Purcell and Associates (an acquired company), but was completed shortly after the merger with Benesch in 2012. This suit was filed by Bethany Lemire alleging that on May 13, 2013, she sustained injuries stepping off a sidewalk that intersected with a handicapped slope that was designed by Purcell.
Outcome: As the result of a settlement conference in October 2020, Lemire agreed to accept $115,00 to settle this matter, with Benesch and the Contractor, South Coast Development, each agreeing to contribute $57,500.

Case Name: The Charter Oak Fire Insurance Company, as Subrogee of Brayman Construction Corporation v. Alfred Benesch & Company
Court: Supreme Court of PA Court of Common Pleas, Civil Division, Lehigh Co.
Project Owner: Norfolk Southern Railroad
Basis: On January 5, 2019 Benesch received a Notice to Defend resulting from Brayman Construction's loss of their drill rig in August 2017. Brayman claims the loss resulted from a failed dewatering plan prepared by Benesch in relation to the replacement of Bridge RV 24.81 over Swabia Creek in Lower Macungie Township in Pennsylvania. Benesch was engaged to design repairs and modifications to the substructure and replacement of the superstructure for this bridge under a Master Services Agreement with Norfolk Southern. Trumbull was the general contractor for construction of the bridge replacement.
Outcome: As the result of a settlement conference in July 2020, Charter Oak agreed to accept $150,000 to settle this matter, with Benesch and the Contractor, Trumbull Corporation, each agreeing to contribute $75,000.

Case Name: Michael Auriemma v. The Illinois State Toll Highway Authority, Lorig Construction Company, Highway Safety Corporation, F.H. Pschen/S.N. Nielsen, Inc., Traffic Control & Protection, Inc., Alfred Benesch & Company, Civiltech Engineering, Inc., Joseph Kozial, and John Thomas, Inc.
Court: Circuit Court of Cook County, Illinois, County Department, Law Division.
Project Owner: The Illinois State Toll Highway Authority
Basis: This suit results from a vehicle accident that occurred on May 11, 2014 on Interstate 290 in the area approximately 500 feet west of Devon Avenue in Elk Grove Village. Mr. Auriemma, who was driving an SUV and towing a boat on a trailer, struck the concrete/cushioned barriers causing the boat to break free from the trailer and strike his vehicle. Claimant alleges the barriers had been placed improperly in the left driving lane, which had been reconfigured to become part of the left shoulder without appropriate warming signage during the roadway construction project. Mr. Auriemma claims that he sustained serious and permanent injuries in this accident. Benesch was the Design Section Engineer on this project.
Outcome: This matter settled for $560,000 in a pre-trial settlement on April 11, 2019, with Old Republic Insurance Group agreeing to fund $250,000 of the settlement on behalf of its insureds and additional insureds (including Benesch).

PROPOSAL FORM

CERTIFICATION: By submitting a Proposal, the Proposer affirms that the Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation. Proposer has not directly or indirectly induced or solicited any other person to submit a false or sham Proposal. Proposer has not solicited or induced any person, firm or corporation to refrain from submitting a Proposal. Proposer has not sought by collusion to obtain for itself any advantage over any other person(s) or over the County. The signature below, by an authorized representative and herby affirm they have read and understand the solicitation requirements.

SUBMITTED ON: February 13 20 24

PROPOSER NAME: Alfred Benesch & Company

SIGNATURE: William L Ball
Proposer's Authorized Representative (Seal)

PRINTED NAME: William L. Ball, AICP

TITLE: Senior Vice President, Florida Division Manager

ALFRED BENESCH & COMPANY CORPORATE SEAL ILLINOIS

-The remainder of page intentionally left blank-

DRUG FREE WORKPLACE FORM

CERTIFICATION PURSUANT TO SECTION 287.087, FLORIDA STATUTES
PREFERENCE TO DO BUSINESS WITH DRUG FREE WORKPLACE PROGRAMS
THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

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

by
William L. Ball, AICP
[Print individual's name and title]

for
Alfred Benesch & Company
[Print name and state of incorporation or other formation of the entity submitting this sworn statement]
whose business address is 1000 N Ashley Dr, Suite 400, Tampa, FL 33602 and whose Federal Employer Identification Number (FEIN) is 36-2407363 (hereinafter referred to as "Bidder")

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

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

William L Ball

Print Name: William L. Ball, AICP Date: 02 / 08 / 24

STATE OF Florida COUNTY OF Hillsborough

The foregoing Certification was sworn to before me this 8th day of February, 2024, by William L. Ball, AICP, as Sr. Vice President, FL Division Mgr., the duly authorized officer of Alfred Benesch & Company, on its behalf, who is either personally known to me [X] or has produced _____ as identification [ ].

Signature: Christina M. Gomez
Print Name: Christina M. Gomez
Notary Public, State of Florida
Commission No. HH247864
My Commission Expires: 03/31/2026

(AFFIX NOTARY SEAL)

CHRISTINA M. GOMEZ
Notary Public
State of Florida
Comm# HH247864
Expires 3/31/2026

PUBLIC ENTITY CRIMES FORM

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

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

STATE OF FLORIDA } ss

COUNTY OF Hillsborough }

Before me, the undersigned authority, personally appeared William L. Ball, AICP who, being by me first duly sworn, made the following statement:

1. The business address of Alfred Benesch & Company (name of bidder or contractor), is 1000 N Ashley Dr, Suite 400, Tampa, FL 33602

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

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

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

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

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

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

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

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

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

Signature: William L Ball

Print Name: William L. Ball, AICP

Print Title: Senior Vice President, Florida Division Manager

On 8th day of February, 2024.

STATE OF Florida

COUNTY OF Hillsborough

Sworn and subscribed before me in the State and County first mentioned above on the 8th day of February, 2024.

Signature: Christina M. Gomez

Print Name: Christina M. Gomez

(AFFIX NOTARY SEAL)

Notary Public, State of Florida

Commission No. HH247864

My Commission Expires: 03/31/2026

CHRISTINA M. GOMEZ
Notary Public
State of Florida
Comm# HH247864
Expires 3/31/2026

DISCRIMINATION FORM

CERTIFICATION PURSUANT TO SECTION 287.134, FLORIDA STATUTES
DISCRIMINATION; DENIAL OR REVOCATION OF THE RIGHT TO TRANSACT BUSINESS WITH PUBLIC ENTITIES
THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

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

by William L. Ball, AICP

[Print individual's name and title]

for Alfred Benesch & Company

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

whose business address is 1000 N Ashley Dr, Suite 400, Tampa, FL 33602 and

whose Federal Employer Identification Number (FEIN) is 36-2407363 (hereinafter referred to as "Bidder")

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

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

William L Ball

Print Name: William L. Ball, AICP Date: 02 / 08 / 24

STATE OF Florida COUNTY OF Hillsborough

The foregoing Certification was sworn to before me this 8th day of February, 2024, by William L. Ball, AICP, as Sr. Vice President, FL Division Mgr., the duly authorized officer of Alfred Benesch & Company, on its behalf, who is either personally known to me [X] or has produced _____ as identification [ ].

Signature: Christina M. Gomez
Print Name: Christina M. Gomez
Notary Public, State of Florida
Commission No. HH247864
My Commission Expires: 03/31/2026

(AFFIX NOTARY SEAL)

CHRISTINA M. GOMEZ
Notary Public
State of Florida
Comm# HH247864
Expires 3/31/2026

RFP NO. 23-040-KSB Impact Fee Study, Municipal Service Taxing Unit (MSTU) & Municipal Service Benefit Unit (MSBU) Study, Revenue Sourcing Study

SCRUTINIZED COMPANY FORM

CERTIFICATION PURSUANT TO SECTION 287.135, FLORIDA STATUTES

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

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

by William L. Ball, AICP
[Print individual's name and title]

for Alfred Benesch & Company
[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is 1000 N Ashley Dr, Suite 400, Tampa, FL 33602 and

whose Federal Employer Identification Number (FEIN) is 36-2407363 (hereinafter referred to as "Bidder")

2. CERTIFICATION

Bidder hereby certifies that at the time of its Bid the Bidder is not on the Scrutinized Companies that Boycott Israel list created pursuant to Section 215.4725, Florida Statutes, is not participating in a boycott of Israel, is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, and that it does not have business operations in Cuba or Syria.

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

William L Ball

Print Name: William L. Ball, AICP

STATE OF Florida COUNTY OF Hillsborough

The foregoing Certification was sworn to before me this 8th day of February, 2024, by William L. Ball, AICP, as Sr. Vice President, FL Division Mgr, the duly authorized officer of Alfred Benesch & Company, on its behalf, who is either personally known to me [X] or has produced _____ as identification [ ].

(AFFIX NOTARY SEAL)

Christina M. Gomez

Print Name: Christina M. Gomez

Notary Public, State of Florida

Commission No. HH247864

My Commission Expires: 03/31/2026

CHRISTINA M. GOMEZ
Notary Public
State of Florida
Comm# HH247864
Expires 3/31/2026

Contracting with entities of foreign countries, F.S. 287.138

FLORIDA STATUTES, SECTION 287.138
CERTIFICATION

I, William L. Ball, AICP (Person), as the Senior Vice President and Florida Division Manager (Title)

of Alfred Benesch & Company (Entity) do hereby certify that

Alfred Benesch & Company (Entity): (i) is not owned by the government of a

Foreign country of concern as defined by Florida Statutes, Section 287.138; (ii) does not have the government of a foreign country of concern, as defined by Florida Statutes, Section 287.138, as a controlling interest owner; (iii) is not organized under the laws of a foreign country of concern, as defined by Florida Statutes, Section 287.138; and (iv) does not have its principal place of business in a foreign country of concern as defined by Florida Statutes, Section 287.138.

Signature: William L Ball

Print Name: William L. Ball, AICP

Title: Senior Vice President, Florida Division Manager

State of Florida
County Of Hillsborough

The foregoing instrument was acknowledged before me by means of

[X] physical presence or [ ] Online notarization of William L. Ball, AICP (Signatory Name)

he/she is authorized to execute this Oath and who is personally known to me or who produced

_____ as identification, and who did/did not take an oath this

8th Day of February 2024.

_____
(Stamp)

Christina M. Gomez
NOTARY PUBLIC, State of Florida

CHRISTINA M. GOMEZ
Notary Public
State of Florida
Comm# HH247864
Expires 3/31/2026

E-VERIFY FORM

CERTIFICATION OF PARTICIPATION IN THE UNITED STATES CITIZENSHIP AND IMMIGRATION SERVICE BUREAU'S E-VERIFY PROGRAM
THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

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

by William L. Ball, AICP
[Print individual's name and title]

for Alfred Benesch & Company
[Print name and state of incorporation or other formation of the entity submitting this sworn statement] whose business address is 1000 N Ashley Dr, Suite 400, Tampa, FL 33602 and whose Federal Employer Identification Number (FEIN) is 36-2407363 (hereinafter referred to as "Bidder")

2. CERTIFICATION

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

Bidder's E-verify Company ID #: 307873

THIS CERTIFICATION IS, UPON DELIVERY, A PUBLIC RECORD.

William L Ball

Print Name: William L. Ball, AICP Date: 02 / 04 / 24

STATE OF Florida

COUNTY OF Hillsborough

The foregoing Certification was sworn to before me this 8th day of February, 2024, by William L. Ball, AICP, as Sr. Vice President, FL Division Mgr., the duly authorized officer of Alfred Benesch & Company, on its behalf, who is either personally known to me [X] or has produced _____ as identification [ ].

Signature: Christina M. Gomez

Print Name: Christina M. Gomez

Notary Public, State of Florida

CHRISTINA M. GOMEZ
Notary Public
State of Florida
Comm# HH247864
Expires 3/31/2026

(AFFIX NOTARY SEAL)

CERTIFICATION REGARDING LOBBYING

FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS APPENDIX A, 44 C.F.R. PART 18
(To be submitted with each bid or offer exceeding $100,000)

A. The following certification and disclosure regarding payments to influence certain federal transactions are made per the provisions contained in 31 U.S.C 1352, the **"Byrd Anti-Lobbying Amendment."**

B. If not provided at time of bid submittal, the form must be completed and submitted within three business days of County's request. Vendor hereby certifies the following:

C. 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 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.

D. 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.

E. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, 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 is 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 (U.S.C.). §1352. 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.

Vendor certifies or affirms the truthfulness and accuracy of each statement of its certificationand disclosure, if any. In addition, Vendor understands and agrees that the provisions of 31 U.S.C. § 3801 et. seq. apply to this certification and disclosure, if any.

William J Ball

Signature of Authorized Official on behalf of Vendor

William L. Ball, AICP - Senior Vice President, Florida Division Manager

Name and Title of Authorized Official on behalf of Vendor

Alfred Benesch & Company

Name of Vendor

2/08, 2024 Date of Execution

AFFIDAVIT OF COMPLIANCE WITH 2 CFR §200.321 REQUIREMENTS

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

(OR 45 C.F.R. §75.330 FOR HEALTH AND HUMAN SERVICES FUNDS)

I, William L. Ball, AICP (First and Last Name), in my capacity as Senior Vice President and Florida Division Manager (Company Title/Position),

am authorized to sign on behalf of, and fully bind, Alfred Benesch & Company (Company Name)

(the "Prime Contractor"). Accordingly, on behalf of the Prime Contractor, I swear to, and affirm, the following:

_____ (Initial) 1. Qualified small and minority businesses, and women's business enterprises, were, and will continue to be, placed on all of the Prime Contractor's solicitation lists.

_____ (Initial) 2. The Prime Contractor solicited, and will continue to solicit, small and minority businesses, and women's business enterprises, when they were/are potential sources.

_____ (Initial) 3. Based on the Prime Contractor's experience and expertise, the total requirements of the project were, and will continue to be, divided – when economically feasible – into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.

_____ (Initial) 4. The Prime Contractor has and/or will establish delivery schedules that will encourage participation of small and minority business, and women's business enterprises.

_____ (Initial) 5. The Prime Contractor has and/or will use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

_____ (Initial) 6. I understand that if the Prime Contractor fails to submit the documentation required in SECTION 1, GENERAL TERMS AND CONDITIONS, SMALL AND MINORITY BUSINESS ENTERPRISE (MBE), WOMEN BUSINESS ENTERPRISES (WBE), AND LABOR SURPLUS AREA FIRMS of these bid documents as attachments to this Affidavit of Compliance, that the Prime Contractor's bid will be considered non-responsive.

_____ (Initial) 7. I affirm that all the **documentation attached** to this Affidavit of Compliance reflect true and accurate records that have not in any way been altered.

_____ 8. I understand that, should the Prime Contractor be the awarded the contract that
(Initial) this affidavit will continue to be considered binding for the duration of the project.

_____ 9. I understand that false statements on this Affidavit of Compliance may result
(Initial) in criminal prosecution for a felony of the third degree as provide for in §92.525(3), Florida Statutes.

I swear and affirm that the above and foregoing representations are true and correct to the best of my information, knowledge, and belief.

William T Ball
Signature

02/08/2024
Date

William L. Ball, AICP
Printed Name

Senior Vice President, Florida Division Manager
Official Title

STATE OF Florida)

COUNTY OF Hillsborough)

The foregoing instrument was acknowledged before me this 8th day of February
_____
20 24, by William L. Ball, AICP of Alfred Benesch & Company, a
Name of officer or agent, Title) (Name of company) (State)

corporation, on behalf of the corporation.

Christina M. Gomez
Signature Notary Public
Print, Type/Stamp Name of Notary

_____
(Seal)

CHRISTINA M. GOMEZ
Notary Public
State of Florida
Comm# HH247864
Expires 3/31/2026

Personally Known [X] or Produced Identification [ ]

Type of Identification Produced:_____

AUTHORIZED SIGNATORIES/NEGOTIATORS

The Proposer represents that the following **principals** are authorized to sign proposals, negotiate and/or sign contracts and related documents to which the proposer will be duly bound. Principal is defined as an employee, officer or other technical or professional in a position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

Name William L. Ball, AICP Title Senior Vice President, Florida Division Manager

Telephone Number/Email 813-825-1214, bball@benesch.com

William L Ball 02/08/2024

Signature Date

Senior Vice President, Florida Division Manager

Title

Alfred Benesch & Company

Name of Business

Type of Organization

_____ Sole Proprietorship _____ Partnership _____ Joint Venture* X Corporation

_____ Limited Liability Company _____ Non Profit

Sate Incorporation Document No. 3851-539-0

Principal Place of Business (Florida Statute Chapter 607) Chicago, Illinois

City/County

THE PRINCIPAL PLACE OF BUSINESS SHALL BE THE ADDRESS OF THE PROPOSER'S PRINCIPAL OFFICE AS IDENTIFIED BY THE FLORIDA DIVISION OF CORPORATIONS.

Federal Tax ID # : 36-2407363

Joint Venture Firms must complete and submit with their Proposal Response the form titled "Information for Determining Joint Venture Eligibility", and a copy of the formal agreement between all joint venture parties. This joint venture agreement must indicate the parties' respective roles, responsibilities and levels of participation for the project.* ***If proposing as a Joint Venture, the Joint Venture shall obtain and maintain all contractually required insurance in the name of the Joint Venture as required by the Contract. Individual insurance in the name of the parties to the Joint venture will not be accepted.* *Failure to timely submit the required form along with an attached written copy of the joint venture agreement may result in disqualification of your Proposal Response.*

FEDERAL DEBARMENT CERTIFICATION FORM

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180.

(BEFORE COMPLETING CERTIFICATION, READ THE INSTRUCTIONS ON THE WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

(1) The prospective recipient of Federal assistance funds certifies, by Response, that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospectiveparticipant shall attach an explanation to this Response.

ATTESTATION

By signing this report, I certify to the best of my knowledge and belief that the foregoing is true, complete, and accurate. 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, Sections 3729-3730 and 3801-3812).

Alfred Benesch & Company
Company Name

William L. Ball, AICP - Senior Vice President, Florida Division Manager
Name and Title of Authorized Representative

William L Ball
Signature

2/08/2024
Date

FEDERAL DEBARMENT CERTIFICATION FORM (CONTINUED)

Instructions for Certification

1. By signing and submitting this Response, the prospective recipient of Federal assistance funds is providing the certification as set outbelow.
2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this Response is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The prospective recipient of Federal assistance funds agrees by submitting this Response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
5. The prospective recipient of Federal assistance funds further agrees by submitting this Response that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

-Remainder of page intentionally left blank-

SCHEDULE OF SUBCONTRACTING AND AFFIDAVIT OF COMPLIANCE WITH 2 CFR §200.321 REQUIREMENTS
(OR 45 C.F.R. §75.330 FOR HEALTH AND HUMAN SERVICES FUNDS)

I, William L. Ball, AICP (First and Last Name), in my capacity as Senior VP, FL Division Mgr (Company Title/Position), am authorized to sign on behalf of, and fully bind, Alfred Benesch & Company (Company Name) (the "Prime Contractor"). Accordingly, on behalf of the Prime Contractor, I swear to, and affirm the following:

- ✓ Qualified small and minority businesses, and women's business enterprises were, and will continue to be, placed on all of the Prime Contractor's solicitation lists.
- ✓ The Prime Contractor solicited, and will continue to solicit, small and minority businesses, and women's business enterprises, when they were/are potential sources.
- ✓ Based on the Prime Contractor's experience and expertise, the total requirements of the project were, and will continue to be, divided when economically feasible into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
- ✓ The Prime Contractor has and/or will establish delivery schedules that will encourage participation of small and minority business, and women's business enterprises.
- ✓ The Prime Contractor has and/or will use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- ✓ I understand that failure to present documentation validating compliance upon request of the County may result in this bid being deemed non-responsive.
- ✓ I understand that, should the Prime Contractor be the awarded the contract that this affidavit will continue to be considered binding for the duration of the project.

Name of Subcontractor *(attach additional pages as necessary)*	Address	Type of Work to be Performed	Percent and dollar amount of Contract Amount to be Subcontracted
GovRates, Inc.	1988 Varick Way, Casselberry, FL 32707	Stormwater & Sewer Technical Studies	TBD
Lewis, Longman & Walker	301 W Platt St, Suite A364, Tampa, FL 33606	Legal Review	TBD
White & Smith Planning & Law Group	PO Box 20954, Charleston, SC 29413	Legal Review	TBD

I understand that false statements on this Affidavit of Compliance may result in criminal prosecution for a felony of the third degree as provide for in §92.525(3), Florida Statutes.

William L. Ball
SIGNATURE

William L. Ball, AICP
PRINTED NAME

Senior VP, Florida Division Mgr
OFFICIAL TITLE

2/08/2024
DATE

STATE OF Florida)
COUNTY OF Hillsborough)

The foregoing instrument was acknowledged before me this 8th day of February 20 24, by William L. Ball, AICP on behalf of the corporation.

Personally Known [X] or Produced Identification [ ]

Type of Identification Produced:_____

NOTARY

Christina M. Gomez
Signature

Christina M. Gomez
Printed Name

(Seal)
CHRISTINA M. GOMEZ
Notary Public
State of Florida
Comm# HH247864
Expires 3/31/2026

NOTE: SMALL AND MINORITY OWNED, WOMEN-OWNED BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS SHALL NOT BE EXEMPT FROM COMPLYING WITH THE AFFIRMATIVE STEPS DETAILED IN 2 CFR §200.321 (OR 45 C.F.R. §75.330 FOR HEALTH AND HUMAN SERVICES FUNDS) FOR SUB-CONTRACTING.

State of Florida
Department of State

I certify from the records of this office that ALFRED BENESCH & COMPANY is an Illinois corporation authorized to transact business in the State of Florida, qualified on February 19, 2013.

The document number of this corporation is F13000000785.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on January 16, 2023, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Eighteenth day of January, 2024

Secretary of State

Tracking Number: 4398658648CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

2023 FOREIGN PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# F13000000785

Entity Name: ALFRED BENESCH & COMPANY

FILED
Jan 16, 2023
Secretary of State
3988443130CC

Current Principal Place of Business:

1000 N. ASHLEY DRIVE
SUITE 400
TAMPA , FL 33602

Current Mailing Address:

35 WEST WACKER DR., SUITE 3300
CHICAGO, IL 60601 US

FEI Number: 36-2407363

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

CORPORATION SERVICE COMPANY
1201 HAYS ST
TALLAHASSEE, FL 32301 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	CHAIRMAN	Title	TREASURER
Name	CARRATO, JOHN L	Name	HORN, KRISTINA S
Address	35 W WACKER DR. SUITE 3300	Address	35 W WACKER DR. SUITE 3300
City-State-Zip:	CHICAGO IL 60601	City-State-Zip:	CHICAGO IL 60601
Title	DIRECTOR	Title	SECRETARY
Name	ELIZABETH , GALLAGHER	Name	SCOTT, SMITH
Address	35 WEST WACKER DR. SUITE 3300	Address	35 WEST WACKER DR. SUITE 3300
City-State-Zip:	CHICAGO IL 60601	City-State-Zip:	CHICAGO IL 60601
Title	CEO - PRESIDENT	Title	DIRECTOR
Name	FITZPATRICK, KEVIN	Name	KASTER, RANDALL
Address	35 WEST WACKER DR. SUITE 3300	Address	16910 MARCY STREET SUITE 102
City-State-Zip:	CHICAGO IL 60601	City-State-Zip:	OMAHA NE 68118
Title	DIRECTOR	Title	DIRECTOR
Name	HORAS, GEORGE	Name	SOCKEL, JEFF
Address	250 CETRONIA ROAD SUITE 150	Address	16910 MARCY STREET SUITE 102
City-State-Zip:	ALLENTOWN PA 18104	City-State-Zip:	OMAHA NE 68118

Continues on page 2

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: KRISTINA S. HORN CFO 01/16/2023

Electronic Signature of Signing Officer/Director Detail — Date

Officer/Director Detail Continued :

Title	EXTERNAL DIRECTOR
Name	HARRIS, MICHAEL
Address	35 WEST WACKER DR. SUITE 3300
City-State-Zip:	CHICAGO IL 60601

Title	EXTERNAL DIRECTOR
Name	PENCE, ROBERT
Address	35 WEST WACKER DR. SUITE 3300
City-State-Zip:	CHICAGO IL 60601

Title	FLORIDA DIVISION MANAGER
Name	BALL, WILLIAM
Address	1000 N. ASHLEY DRIVE SUITE 600
City-State-Zip:	TAMPA FL 33602

Title	DIRECTOR
Name	NANDAGIRI, SUNNY
Address	8000 REGENCY PARKWAY SUITE 175
City-State-Zip:	CARY NC 27518

Company ID Number: 307873

Approved by:

Employer Alfred Benesch & Co.	
Name (Please Type or Print) Julie Melidis	Title
Signature Electronically Signed	Date 03/01/2010
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 03/01/2010

ALFRBEN-01 CMURPHY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/25/2023

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

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

PRODUCER	CONTACT NAME:	
Ames & Gough 859 Willard Street Suite 320 Quincy, MA 02169	PHONE (A/C, No, Ext): (617) 328-6555	FAX (A/C, No): (617) 328-6888
	E-MAIL ADDRESS: boston@amesgough.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Indemnity Company, A++, XV	25658
INSURER B : Charter Oak Fire Insurance Company A++ (XV)	25615
INSURER C : Travelers Property Casualty Company of America	25674
INSURER D : Travelers Casualty Insurance Company of Americ	19046
INSURER E : Berkshire Hathaway Specialty Insurance Company	22276
INSURER F :	

INSURED

Alfred Benesch & Company
35 West Wacker Drive, Suite 3300
Chicago, IL 60601-5927

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			630-0D870755	5/31/2023	5/31/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			BA-0N614884	5/31/2023	5/31/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR			CUP-9R47920A	5/31/2023	5/31/2024	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 0							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		UB-5K723986	5/31/2023	5/31/2024	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
E	Professional Liab			47EPP30529706	5/31/2023	5/31/2024	Per Claim	1,000,000
E				47EPP30529706	5/31/2023	5/31/2024	Aggregate	2,000,000

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

If AI box is checked, GL Endt Form# CGD604, Auto Endt Form# CAT499 to the extent provided therein applies and all coverages are in accordance with the policy terms and conditions.

For Proposal Only

CERTIFICATE HOLDER

For Proposal Only

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Jared Maxwell

ACORD 25 (2016/03) © 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

State of Florida

Woman & Minority Business Certification

GovRates, Inc.

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

12/13/2023 to 12/13/2025

J. Todd Inman
Florida Department of Management Services

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
SUPPLIER DIVERSITY

Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com/osd

benesch

1000 N. Ashley Drive, Suite 400
Tampa, FL 33602
www.benesch.com
P 813-224-8862

December 19, 2023

Ms. Stacy Quillen
Senior Procurement Analyst
Highlands County Board of County Commissioners
600 S. Commerce Avenue
Sebring, Florida 33870

RE: Funding Study – LLW

Dear Ms. Quillen,

We understand that one of our sub-consultants, Lewis, Longman and Walker (LLW), is not acceptable to the County due to a conflict of interest. LLW was included in the proposal for legal services related to the assessment programs as part of potential future studies. If the County decides to develop assessment programs, Benesch will utilize the services of another legal firm that is acceptable to the County.

Please let us know if you have any questions or need any additional clarification.

Sincerely,

William Ball, AICP
Florida Division Manager / Senior Vice President

AGREEMENT

THIS AGREEMENT is made by and between **Highlands County**, a political subdivision of the State of Florida, 600 S. Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as the "COUNTY", and **Alfred Benesch & Company**, 1000 N. Ashley Drive Suite 400, Tampa, FL 33602, hereinafter referred to as the "CONSULTANT".

WITNESSETH:

WHEREAS, the COUNTY has competitively solicited for Impact Fee Study, Municipal Service Taxing Unit (MSTU), Municipal Service Benefit Unit (MSBU) and Revenue Sourcing Study services, pursuant to the COUNTY's Purchasing Policy and RFP-23-040-KSB; and,

WHEREAS, the CONSULTANT submitted the most responsive and advantageous proposal to the COUNTY related to the services set forth in RFP-23-040-KSB; and,

WHEREAS, the parties hereto have agreed to the terms and conditions cited herein based on said solicitation and the response thereto;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION 1. RECITALS.

The above Recitals are true and correct and are incorporated herein by this reference.

SECTION 2. TERM.

The term of this Agreement shall extend from the date of execution by the COUNTY ("Effective Date") until all of the tasks set forth in the Scope of Services have been completed.

SECTION 3. SCOPE OF SERVICES.

The CONTSULTANT shall be responsible for performing the services described in **Exhibit "A"** attached hereto. To the extent of any conflict between **Exhibit "A"** and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

SECTION 4. OBLIGATIONS OF THE CONSULTANT.

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

A. It is understood that the CONSULTANT shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which may be necessary to fully complete and deliver the goods and/or services requested by the COUNTY, and shall not have the authority to create or cause to be filed any liens for labor and/or materials on or against the COUNTY or any property owned by the COUNTY. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.

B. The CONSULTANT will ensure that all of its employees, agents, sub-contractors, sub-consultants, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein when providing services for the COUNTY in accordance herewith.

C. The CONSULTANT will maintain an adequate and competent staff and remain authorized to do business within the State of Florida. The CONSULTANT may subcontract the services requested by the COUNTY; however, the CONSULTANT is fully responsible for the satisfactory completion of all subcontracted work.

SECTION 5. STANDARD OF CARE.

A. The CONSULTANT has represented to the COUNTY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Agreement, the CONSULTANT agrees that the CONSULTANT will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise, working on similar activities. The CONSULTANT shall perform the services requested in an efficient manner consistent with the COUNTY's stated objectives and standards.

B. The CONSULTANT covenants and agrees that it and its employees, agents, sub-contractors, sub-consultants, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

SECTION 6. COMPENSATION.

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

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

SECTION 7. TERMINATION.

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

SECTION 8. PAYMENT WHEN SERVICES ARE TERMINATED.

A. In the event of termination of this Agreement by the COUNTY, and not due to the fault of the CONSULTANT, the COUNTY shall compensate the CONSULTANT for all services performed prior to the effective date of termination.

B. In the event of termination of this Agreement due to the fault of the CONSULTANT, or at the written request of the CONSULTANT, the COUNTY shall compensate the CONSULTANT for all services completed, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to the COUNTY. All such payments shall be subject to an off-set for any damages incurred by the COUNTY resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the COUNTY in the event of breach by the CONTSULTANT.

SECTION 9. INSURANCE.

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

1. AUTOMOBILE:
   a. Combined Single Limit: $1,000,000 per accident,

      OR

   b. Bodily Injury: $1,000,000 per person,

      AND

      Property Damage: $1,000,000 per accident;

2. GENERAL LIABILITY: Three Million Dollars ($3,000,000.00) each occurrence;

3. PROFESSIONAL LIABILITY: Three Million Dollars ($3,000,000.00);

4. EXCESS COVERAGE: One Million Dollars ($1,000,000.00); and,

5. WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required as required by Florida law. Evidence of qualified self-insurance status will suffice for this subsection.

B. For every insurance policy required hereunder, the CONSULTANT shall provide the COUNTY with a Certificate of Insurance evidencing such coverage for the

duration of this Agreement. Said Certificate of Insurance shall be dated and show:

1. The name of the insured CONSULTANT,
2. The specified job by name and job number,
3. List "HIGHLANDS COUNTY" as an Additional Insurer,
4. Recognizes the Indemnification requirements of this Agreement.
5. The name of the insurer,
6. The number of the policy,
7. The effective date,
8. The termination date,
9. A statement that the insurer will mail notice to the COUNTY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.

C. The CONSULTANT shall include "Highlands County" as an additional insured, to the extent of the service to be provided under the agreement, on all insurance policies required hereunder with the exception of Workers' Compensation, and provide the COUNTY with proof of same.

D. Receipt of certificates or other documentation of insurance or policies or copies of policies by the COUNTY, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the CONSULTANT's obligation to fulfill the insurance requirements specified herein.

E. The CONSULTANT shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the CONSULTANT shall maintain proof of same on file and made readily available upon request by the COUNTY.

F. The CONSULTANT hereby waives for itself and for its insurers and underwriters, all rights which each of them may hold to recover in subrogation, indemnity, contribution or by direct cause of action for any damages, losses and costs of defense for risks against which insurance is provided, whether or not the same is required to be provided. The CONSULTANT shall obtain consents, endorsements or such other action by insurers and underwriters as may be necessary to establish that the waiver of subrogation, indemnity, contribution and direct cause of action shall not abrogate, limit or otherwise affect any insurance provided by the CONSULTANT and shall deliver evidence of the same to the to the COUNTY upon reasonable request.

G. The COUNTY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the CONSULTANT and/or sub providing such insurance.

H. All insurance carriers shall have an AM Best Resting of at least A- and a size of VII or larger. The General Liability and Workers' Compensation policies shall have a waiver of subrogation in favor of Highlands County. The liability policies shall be Primary/Non-Contributory.

SECTION 10. COUNTY OBLIGATIONS.

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

SECTION 11. ENTIRE AGREEMENT.

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

SECTION 12. APPLICABLE LAW, VENUE, JURY TRIAL.

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

SECTION 13. PUBLIC RECORDS.

A. Pursuant to Florida Statutes, Section 119.0701:

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

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

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

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

SECTION 14. 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, sub-consultants, 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.

SECTION 15. APPLICABLE LICENSING.

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

SECTION 16. COMPLIANCE WITH ALL LAWS.

The CONSULTANT, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of

execution of this Agreement or are adopted at any time following the execution of this Agreement.

SECTION 17. 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, sub-consultants, representatives, volunteers or the like. The CONSULTANT agrees to indemnify, defend and hold the COUNTY harmless for any and all such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the CONSULTANT, or any of its employees, agents, sub-contractors, sub-consultants, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement. The CONSULTANT waives any and all right or opportunity to contest the enforceability of this Section and agrees that in the event this Section, or any part thereof, is found unenforceable by the final unappealable judgment of a court of competent jurisdiction, this Section shall be construed so as to be enforceable to the maximum extent permitted by applicable law.

SECTION 18. BANKRUPTCY OR INSOLVENCY.

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

SECTION 19. BINDING EFFECT.

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

SECTION 20. ASSIGNMENT.

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

SECTION 21. SEVERABILITY.

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

SECTION 22. WAIVER.

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

SECTION 23. NOTICE.

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

COUNTY: Highlands County
600 South Commerce Avenue
Sebring, Florida 33870

Copy to: Highlands County
Attn: Sherry G. Sutphen, Esquire
600 South Commerce Avenue
Sebring, Florida 33870
ssutphen@roperpa.com

CONSULTANT: Alfred Benesch & Company
William Ball, Senior Vice President
1000 N. Ashley Dr. Suite 400
Tampa, FL 33602
bball@benesch.com

SECTION 24. MODIFICATION.

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

SECTION 25. HEADINGS.

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

SECTION 26. ADMINISTRATIVE DOCUMENTATION CONFLICT.

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

SECTION 27. CONFLICT OF INTEREST.

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

SECTION 28. PUBLIC ENTITY CRIMES.

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

SECTION 29. JOINT AUTHORSHIP.

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

SECTION 30. EQUAL OPPORTUNITY EMPLOYER.

The CONSULTANT is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONSULTANT will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 31. AUDITING, RECORDS, AND INSPECTION.

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

SECTION 32. SOVEREIGN IMMUNITY.

The COUNTY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount

and liability of the COUNTY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the COUNTY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law. This section shall not limit any remedies as specifically contained in this Agreement.

SECTION 33. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

Pursuant to Florida Statutes, Section 448.095, 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 sub-contractors 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 sub-contractor shall provide an affidavit to the CONSULTANT stating that the sub-contractor does not employ, contract with or subcontract with any ineligible individuals and the CONSULTANT must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by the COUNTY without regard to any notice otherwise required herein. In the event the COUNTY incurs costs as a result of the CONSULTANT'S breach of this provision, any and all such costs shall be paid by the CONSULTANT immediately upon receipt of notice of the same from the COUNTY. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: http://www.dhs.gov/E-Verify.

SECTION 34. USE OF COUNTY NAME, LOGO, SEAL, FLAG AND/OR LETTERHEAD.

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

SECTION 35. ELECTRONIC SIGNATURE.

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

SECTION 36. ATTACHMENTS

The CONSULTANT hereby certifies and acknowledges the truthfulness and accuracy of any and all attachments submitted to Highlands County as part of the CONSULTANT'S response to Highlands County for solicitation RFP23-040-KSB. All such attachments are hereby ratified and if the CONSULTANT knowingly submitting such attachments to Highlands County with false or incorrect information such submittal shall be deemed a material breach of this Agreement for which automatic termination without notice shall be justified. Any such termination shall be in addition to any and all other remedies available to the COUNTY.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the ____ day of _____, 2024.

HIGHLANDS COUNTY

_____
Kevin J. Roberts, Chairman

ATTEST:

_____
Jerome Kaszubowski, Clerk

CONSULTANT

By: _____

Print: _____

Title: _____

STATE OF _____
COUNTY OF _____

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

(stamp)

_____
NOTARY PUBLIC, State of Florida

EXHIBIT A
HIGHLANDS COUNTY
FUNDING STUDY
SCOPE OF SERVICES

Prepared by

BENESCH

Highlands County is interested in a comprehensive funding study, which includes an evaluation of impact fees, Municipal Service Taxing Unit (MSTU), Municipal Service Benefit Unit (MSBU) and other alternative revenues. The County provided a list of services requested for the initial phase of this study, which focuses on development of impact fees for the following service areas:

- Transportation (Roads)
- Alternative Multimodal Transportation Methods (Multiuse Paths)
- Public Transportation (Door-to-door, Fix Route, On-Demand)
- Stormwater/Drainage
- Parks
- Environmentally Sensitive Lands
- Library Facilities
- Emergency Medical Services
- Fire Services
- Law Enforcement
- Correctional Facilities
- Broadband
- Childrens Services Trust
- Human Services & Mental Health Programs
- County Health Department
- Mosquito Control

In addition to the development of impact fees for these service areas, the study is to evaluate whether implementation of other funding programs would be beneficial. Finally, in the case of stormwater facilities, a rate analysis will also be completed.

This scope of services to prepare the funding study for Highlands County is organized into three major tasks that include the initial background review, data collection and the kick-off meeting; technical analysis to prepare the funding study; technical report and public meetings. The work plan for each of the three major tasks is presented in the remainder of this section.

TASK 1: KICK-OFF MEETING, BACKGROUND AND DATA COLLECTION

Upon receipt of the Notice to Proceed, Benesch will coordinate with the County for the collection of the specific studies, data, current policies and procedures and other related information necessary to complete the study.

Benesch will review the background information and facilitate a kick-off meeting with key County staff to discuss major technical, legal and policy issues; coordinate staff/Benesch responsibilities; and refine the project schedule as necessary. Some of the topics that will be discussed include:

- Recent changes in legal requirements related to the implementation of impact fees;
- Role of impact fees in Highlands County;
- Roadway-based transportation impact fees vs. multi-modal fees;
- Impact fee methodologies used throughout Florida;
- Population trends/projections;
- Cost trends;
- Available funding for capacity projects;
- Future needs/projects; and
- Any administrative or implementation related issues/concerns.

Deliverables: Minutes from the kick-off meeting and an updated project schedule.

TASK 2: TECHNICAL ANALYSIS

This task addresses the development of the impact fees, which will reflect the capital costs of providing related infrastructure in Highlands County. This work effort includes the review of population trends, level of service analysis, development of the demand component, a review of the design, construction, land/right-of-way (ROW) and other related costs, and credit calculations due to other funding allocated to capacity projects. In addition, alternative funding

options will be evaluated.

The methodology used in the study will comply with the requirements of court cases of the State of Florida and State statutes.

Subtask 2.1: Future Growth Projections and Level of Service (LOS) Analysis

Benesch will work with the County and document the County's historical population growth patterns and projections for future growth using data available from the U.S. Census, University of Florida Bureau of Economic and Business Research (BEBR), County's Planning Department, and available development data/information. A review of recent permitting trends by land use will be completed as data available.

Achieved/current LOS for each service area will be calculated and compared to the adopted LOS standards as applicable. Highlands County's achieved LOS or adopted LOS standards will be compared to other nearby or similar jurisdictions as data available.

Subtask 2.2: Inventory of Existing and Planned Facilities

The County will provide information on the inventory of the existing capital facilities for each service area. Planned facilities will be documented based on the information in the Capital Improvement Plan (CIP) and other documents collected as part of the Task 1 effort, as well as discussions with County representatives. In addition to the CIP, any long range and/or master plans the County has prepared for the impact fee service areas will be reviewed.

Subtask 2.3 – Demand Component

This subtask will develop the demand component for the impact fee calculations. Parks & recreation and library facility impact fees are typically charged only to residential land uses and the demand is measured in terms of persons per housing unit. The latest data available for Highlands County from American Community Survey (ACS) will be used for this component.

The demand component of transportation impact fees is measured in terms of vehicle miles of travel (VMT) and in the case of multi-modal/mobility fees, it is measured in terms of person miles of travel (PMT). Benesch has an extensive database that includes trip characteristics studies completed in Florida for more than 40 land uses, which measure trip generation rate, trip length and capture trips for each land use. We have used this database in previous transportation impact fee studies throughout Florida. Availability of this data enables our clients to meet the State requirements related to using localized data, as opposed to relying solely on national data.

The demand component will be developed based on secondary data sources, such as trip length information from the travel demand model, the latest ITE Trip Generation Handbook (11th Ed.), Benesch's trip characteristics database, FDOT General Level of Service tables and any other available data.

Demand component for stormwater impact fees and rates studies is measured in terms of impervious area. The County will provide this information based on sampling of properties.

For all other impact fees, Benesch typically uses functional population per unit of land use. Functional population measures the benefit to each land use based on the presence of people at that land use throughout the day. In other words, land uses are charged for the availability of these services based on full-time equivalent persons present at each land use throughout the day.

Benesch will work with the County to determine land uses that should be included in impact fee schedule based on types of development being permitted.

Subtask 2.4 – Cost Component

The cost component for the impact fee will be developed to reflect the current cost of adding capacity in Highlands County. Cost elements reviewed will include design and engineering inspection, construction, land/right-of-way (ROW), vehicles/equipment and other related costs. We will review recent bids, recently completed local projects (within the past five years),

recent land/ROW purchases or appraisals and other relevant documents to identify service facility improvement costs that may be considered in the calculation of the cost component of the impact fee formula for the County. This information will be compared to and/or supplemented with Benesch's cost databases that include information from other Florida jurisdictions.

This analysis will be documented in the technical report.

Subtask 2.5 –Credit Component/Available Funding Analysis

Benesch will review historical and projected capital improvement funding sources and expenditures for land/ROW, construction, design, and engineering inspection as well as vehicle/equipment purchases in Highlands County.

Debt service (both existing and anticipated over the period of the adopted Capital Improvement Plan) will be reviewed to determine the amount creditable for capital expansion projects. Based on this information, the credit component of the impact fee equation will be developed. This review also will include any applicable funding sources used for capital expansion projects in Highlands County, such as General Fund/ad valorem tax, fuel tax, State funding, etc. as appropriate.

Subtask 2.6 – Fee Schedules and Revenue Estimates

Based on the results of Tasks 1 and 2, a fee schedule for each service area will be developed. The calculated fees will be compared to those adopted by nearby or similar jurisdictions. The comparison will present adopted fee rates, date of the most recent technical study and adoption percentage, as information is available.

As part of this task, revenue projections will be prepared for each service area based on recent permitting levels and future growth projections. Projections will be prepared for the next 5, 10 and 20 years.

Subtask 2.7 – Benefit District Analysis

To ensure that fee payers receive the associated benefit it may be appropriate to develop benefit districts for some of the fees. This task will review the service provision, any man-made or natural barriers, development patterns, and other variables to develop benefit districts.

Subtask 2.8 – Stormwater Rate Study

In this task, GovRates will develop preliminary stormwater rates for Highlands County. Specific tasks will include review of historical customer utilization data, projections of future utilization, development of revenue estimates and stormwater rate design. Impervious area data will be provided by the County. Resulting rates will be incorporated into the technical report.

Subtask 2.9 – Special Assessment/MSBU Calculations

This task will review service areas that can benefit from a special assessment/MSBU program for operational and/or capital expenditures (maintenance and new capacity).

Subtask 2.10 – Additional Revenue Sources

Additional revenue sources, such as MSTU millage, local option sales tax, user fees will be evaluated to determine the portion of growth-related costs funded with each funding source. Examples of funding sources used by up to five other jurisdictions will be provided.

Subtask 2.11 –Draft and Final Technical Reports

A draft technical report documenting the results of Tasks 1 and 2 will be prepared and submitted for review by the County staff. The technical report will include all information, estimates, projections, and data analysis, as well as any assumptions made, and methodologies employed to complete these tasks.

A meeting will be held with the County staff and administration for Benesch to present draft report findings, respond to questions and prepare for public meetings.

Upon receipt of comments from the County, Benesch will make the necessary revisions to the draft report and prepare the final report, which will incorporate input from the County, Board of County Commission and other community groups and stakeholders as appropriate.

Deliverables: Draft Technical Reports

TASK 3: FINAL STUDY AND PUBLIC PRESENTATIONS

Benesch will submit the final report to the County's project manager.

As part of this task, the following five meetings and presentations will be conducted:

- Three public meetings to present study results and obtain input.
- Two meetings with the Board of County Commission to present study results and obtain input.

For all presentations, Benesch will prepare user-friendly, easy-to-follow materials in PowerPoint and provide drafts to County staff for review prior to each meeting/presentation. In addition to these formal meetings, **Benesch will be in close contact with the County's Project Manager to ensure that the County is aware of the study's progress**. With offices in Tampa, Benesch is easily accessible to Highlands County.

Deliverables: Final Technical Report and up to five presentations.

EXHIBIT B
COMPENSATION

The professional fees to prepare the technical study for the Highlands County are estimated at $351,884, which includes three virtual and five in-person meetings. The stormwater impact fee and rate analyses will be prepared by our subconsultant, GovRates. All other work will be completed entirely by Benesch staff without using any subconsultants. This is a lump sum budget, and the County will be invoiced monthly for the portion of the work completed. Only the meetings that take place will be invoiced. The table below provides a summary of fees by task and the table on pages 6 through 9 details the professional fees to prepare the funding study.

Impact Fee Study, Municipal Service Taxing Unit (MSTU) & Municipal Service Benefit Unit (MSBU), Revenue Sourcing Study

TASK	DESCRIPTION	FEE
1	Background & Data Collection	$10,297
2	Technical Analysis	$309,046
3	Final Study & Public Presentations	$32,541
FIXED FEE (INCLUDING REIMBURSABLE EXPENSES)		**$351,884**

Highlands County
Impact Fee Study, Municipal Service Taxing Unit (MSTU) & Municipal Service Benefit Unit (MSBU), Revenue Sourcing Study
Benesch Project Budget Details

SUB TASK #	SUBTASK DESCRIPTION	Senior Project Manager $295.00	Senior Eng/Pln $155.00	Planner/ Engineer $130.00	GIS Specialist $110.00	Admin/ Clerical $72.00	TOTAL TASK HOURS	BURDENED COST/ TASK
TASK 1	**DATA COLLECTION AND REVIEW**	**15.0**	**24.0**	**16.0**	**0.0**	**1.0**	**56.0**	**$10,297**
1.1	Send Data Request Memorandum	2.0	3.0			1.0	6.0	$1,127
1.2	Review Background Materials & Data Received	8.0	15.0	13.0			36.0	$6,375
1.3	Conduct the Kick-off Meeting (Virtual)	3.0	3.0	3.0			9.0	$1,740
1.4	Prepare Minutes & Revised Schedule	2.0	3.0				5.0	$1,055
TASK 2	**TECHNICAL ANALYSIS**	**399.0**	**629.0**	**647.0**	**80.0**	**13.0**	**1768.0**	**$309,046**
2.A	**TRANSPORTATION IMPACT FEE (INCLUDES ROADS, MULTI-MODAL & PUBLIC TRANSPORT)**	***52.0***	***149.0***	***108.0***	***15.0***	***1.0***	***325.0***	***$54,197***
2.A1	Population Growth/LOS/Inventory	8.0	22.0	25.0		1.0	56.0	$9,092
2.A2	Cost Component	12.0	36.0	24.0	4.0		76.0	$12,680
2.A3	Credit Component	11.0	34.0	22.0	3.0		70.0	$11,705
2.A4	Demand Component	9.0	32.0	23.0			64.0	$10,605
2.A5	Benefit Districts	12.0	25.0	14.0	8.0		59.0	$10,115
2.B	**PARKS IMPACT FEE**	***36.0***	***56.0***	***49.0***	***11.0***	***1.0***	***153.0***	***$26,952***
2.B1	Population Growth/LOS/Inventory	6.0	11.0	8.0		1.0	26.0	$4,587
2.B2	Cost Component	10.0	14.0	18.0	3.0		45.0	$7,790
2.B3	Credit Component	8.0	7.0	9.0			24.0	$4,615
2.B4	Demand Component	3.0	5.0	4.0			12.0	$2,180
2.B5	Benefit Districts	9.0	19.0	10.0	8.0		46.0	$7,780
2.C	**LIBRARY IMPACT FEE**	***22.0***	***30.0***	***32.0***	***4.0***	***1.0***	***89.0***	***$15,812***
2.C1	Population Growth/LOS/Inventory	5.0	6.0	7.0		1.0	19.0	$3,387
2.C2	Cost Component	6.0	7.0	6.0	2.0		21.0	$3,855
2.C3	Credit Component	4.0	5.0	6.0			15.0	$2,735
2.C4	Demand Component	2.0	3.0	2.0			7.0	$1,315
2.C5	Benefit Districts	5.0	9.0	11.0	2.0		27.0	$4,520

SUB TASK #	SUBTASK DESCRIPTION	Senior Project Manager $295.00	Senior Eng/Pln $155.00	Planner/ Engineer $130.00	GIS Specialist $110.00	Admin/ Clerical $72.00	TOTAL TASK HOURS	BURDENED COST/ TASK
2.D	**PUBLIC BUILDINGS IMPACT FEE (INCLUDES CAPITOL PROJECTS, BROADBAND, CHILDRENS SERVICES, HUMAN SERVICES, HEALTH, MOSQUITO CONTROL)**	***24.0***	***34.0***	***44.0***	***4.0***	***1.0***	***107.0***	***$18,582***
2.D1	Population Growth/LOS/Inventory	6.0	5.0	8.0		1.0	20.0	$3,657
2.D2	Cost Component	6.0	6.0	7.0	2.0		21.0	$3,830
2.D3	Credit Component	4.0	8.0	7.0			19.0	$3,330
2.D4	Demand Component	3.0	6.0	9.0			18.0	$2,985
2.D5	Benefit Districts	5.0	9.0	13.0	2.0		29.0	$4,780
2.E	**LAW ENFORCEMENT IMPACT FEE**	***20.0***	***36.0***	***41.0***	***5.0***	***1.0***	***103.0***	***$17,432***
2.E1	Population Growth/LOS/Inventory	5.0	7.0	8.0	1.0	1.0	22.0	$3,782
2.E2	Cost Component	4.0	6.0	7.0	2.0		19.0	$3,240
2.E3	Credit Component	3.0	8.0	6.0			17.0	$2,905
2.E4	Demand Component	3.0	6.0	7.0			16.0	$2,725
2.E5	Benefit Districts	5.0	9.0	13.0	2.0		29.0	$4,780
2.F	**CORRECTIONAL FACILITIES IMPACT FEE**	***20.0***	***33.0***	***41.0***	***5.0***	***1.0***	***100.0***	***$16,967***
2.F1	Population Growth/LOS/Inventory	5.0	5.0	8.0	1.0	1.0	20.0	$3,472
2.F2	Cost Component	4.0	6.0	7.0	2.0		19.0	$3,240
2.F3	Credit Component	3.0	8.0	6.0			17.0	$2,905
2.F4	Demand Component	3.0	5.0	7.0			15.0	$2,570
2.F5	Benefit Districts	5.0	9.0	13.0	2.0		29.0	$4,780
2.G	**FIRE FACILITY IMPACT FEE**	***22.0***	***38.0***	***46.0***	***5.0***	***1.0***	***112.0***	***$18,982***
2.G1	Population Growth/LOS/Inventory	5.0	7.0	8.0	1.0	1.0	22.0	$3,782
2.G2	Cost Component	4.0	6.0	8.0	2.0		20.0	$3,370
2.G3	Credit Component	3.0	8.0	7.0			18.0	$3,035
2.G4	Demand Component	5.0	8.0	10.0			23.0	$4,015
2.G5	Benefit Districts	5.0	9.0	13.0	2.0		29.0	$4,780

SUB TASK #	SUBTASK DESCRIPTION	Senior Project Manager $295.00	Senior Eng/Pln $155.00	Planner/ Engineer $130.00	GIS Specialist $110.00	Admin/ Clerical $72.00	TOTAL TASK HOURS	BURDENED COST/ TASK
2.H	**EMS FACILITY IMPACT FEE**	***20.0***	***36.0***	***44.0***	***5.0***	***1.0***	***106.0***	***$17,822***
2.H1	Population Growth/LOS/Inventory	5.0	7.0	8.0	1.0	1.0	22.0	$3,782
2.H2	Cost Component	4.0	6.0	8.0	2.0		20.0	$3,370
2.H3	Credit Component	3.0	8.0	6.0			17.0	$2,905
2.H4	Demand Component	3.0	6.0	9.0			18.0	$2,985
2.H5	Benefit Districts	5.0	9.0	13.0	2.0		29.0	$4,780
2.I	**ENVIRONMENTALLY SENSITIVE LANDS**	***22.0***	***33.0***	***31.0***	***3.0***	***1.0***	***90.0***	***$16,037***
2.I1	Population Growth/LOS/Inventory	4.0	6.0	5.0	1.0	1.0	17.0	$2,942
2.I2	Cost Component	6.0	7.0	6.0	2.0		21.0	$3,855
2.I3	Credit Component	3.0	6.0	4.0			13.0	$2,335
2.I4	Demand Component	4.0	5.0	5.0			14.0	$2,605
2.I5	Benefit Districts	5.0	9.0	11.0			25.0	$4,300
2.J	**STORMWATER IMPACT FEE AND RATE STUDIES**	***46.0***	***65.0***	***82.0***	***7.0***	***1.0***	***201.0***	***$35,147***
2.J1	Population Growth/LOS/Inventory	8.0	12.0	15.0	1.0	1.0	37.0	$6,352
2.J2	Cost Component	12.0	18.0	32.0	4.0		66.0	$10,930
2.J3	Credit Component	12.0	18.0	15.0	2.0		47.0	$8,500
2.J4	Demand Component	6.0	8.0	9.0			23.0	$4,180
2.J5	Benefit Districts	8.0	9.0	11.0			28.0	$5,185
2.K	**Alternative Revenue Sources (MSTU/MSBU/Other)**	***64.0***	***55.0***	***55.0***	***6.0***	***1.0***	***181.0***	***$35,287***
2.L	**Fee Schedules, Comparison & Revenue Estimates**	***23.0***	***32.0***	***46.0***			***101.0***	***$17,725***
2.M	**Draft Technical Report**	***22.0***	***28.0***	***24.0***	***10.0***	***1.0***	***85.0***	***$15,122***
2.N	**Draft Report Review Meeting (Virtual)**	***6.0***	***4.0***	***4.0***		***1.0***	***15.0***	***$2,982***

SUB TASK #	SUBTASK DESCRIPTION	Senior Project Manager $295.00	Senior Eng/Pln $155.00	Planner/ Engineer $130.00	GIS Specialist $110.00	Admin/ Clerical $72.00	TOTAL TASK HOURS	BURDENED COST/ TASK
TASK 3	**FINAL STUDY & PUBLIC MEETINGS**	**58.0**	**71.0**	**29.0**	**4.0**	**3.0**	**165.0**	**$32,541**
3.1	Final Technical Report	18.0	21.0	19.0	4.0	1.0	63.0	$11,547
3.2	Public Meetings (3)	24.0	30.0	6.0		1.0	61.0	$12,582
3.3	BCC Meetings (2)	16.0	20.0	4.0		1.0	41.0	$8,412
	TOTAL PROJECT BUDGET	**472.0**	**724.0**	**692.0**	**84.0**	**17.0**	**1,989**	**$351,884**

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 19, 2024

PRESENTER: **Sarah Beth Murphy, Executive Manager of Business and Economic Development**

SUBJECT/TITLE: **Request appointment extension for a period of nine months of five members of the Industrial Development Authority and the Economic Development Commission including: Paul Koukos, William Lenihan, Raymond Royce, John Shoop, and John Varady.**

STATEMENT OF ISSUE

The Industrial Development Authority and Economic Development Commission (IDA/EDC) made a recommendation to the Board of County Commissioners to extend the expiring terms of five members for an additional 9 months due to the restructuring of the citizen committees. The IDA/EDC's intention is to allow for the restructuring to take place, including making a decision about the corporation associated with the committee, before committing to full terms, especially considering changes to the structures of citizen committees are in process now. Each of the members who wish to extend, contribute much to the economic development efforts in our community and represent various industries.

RECOMMENDED ACTION

Move to approve appointment extension for a period of nine months of five members of the Industrial Development Authority and the Economic Development Commission including: Paul Koukos, William Lenihan, Raymond Royce, John Shoop, and John Varady.

FISCAL IMPACT

There is no fiscal impact.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **Nov 19, 2024**

PRESENTER: **Valerie Fleeger, Senior Budget Analyst David Nitz, OMB Manager**

SUBJECT/TITLE: **Request adoption of Resolution 24-25-032 for Budget Amendment 24-25-020 to roll projects that were not rolled in the budget process nor completed in FY23-24 into FY24-25 according to current available balances.**

STATEMENT OF ISSUE

This budget amendment is necessary to roll projects that were not rolled in the budget process nor completed in FY23-24 into FY24-25 according to current available balances.

RECOMMENDED ACTION

Move to adopt Resolution 24-25-032 for Budget Amendment 24-25-020 to roll projects that were not rolled in the budget process nor completed in FY23-24 into FY24-25 according to current available balances.

FISCAL IMPACT

The fiscal impact for FY 24/25 is an increase to Fund 005 General ($10,390,672.42), Fund 110 Transportation Trust ($48,390.38), Fund 129 Conservation Trust ($4,582.96), Fund 151 Infrastructure Surtax ($4,829,979.76), Fund 152 Tourist Dev. Trust ($3,703.00), Fund 180 Building ($2,193,256.76), Fund 181 Fire Assessment ($3,301,279.89), Fund 350 HCISSR LTD Capital Fund ($8,770,476.06), Fund 355 HCFPIRN LTD Capital ($2,329,304.36), and Fund 420 (Energy Recovery) with a net increase of $34,279,993.75.

Attachments: 24-25-020 Project Rollover #1 (BA).pdf
Attachments: 24-25-020R Project Rollover #1 (Resolution).pdf

REVIEWED
O.M.B DEPARTMENT
November 13, 2024
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: **10/3/2024** SUBMITTED BY: **OMB**

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

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

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	005		3999100Z	Project Fd Bal Forward	19040	0.00	3,837,373.39		3,837,373.39
E	005	3996	56200Z	Project Buildings	19040	53,672.50	3,837,373.39		3,891,045.89
R	005		3999100Z	Project Fd Bal Forward	20077	0.00	45,497.21		45,497.21
E	005	3996	56200Z	Project Buildings	20077	0.00	45,497.21		45,497.21
R	350		3999100Z	Project Fd Bal Forward	21064	0.00	8,770,476.06		8,770,476.06
E	350	2680F	56200Z	Project Buildings	21064	417,115.43	8,770,476.06		9,187,591.49

REASON: **The first rollover of projects that were not rolled during the FY24-25 budget process.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **24-25-020**

ACTION:

Board _____ Approved _____ Denied

County Administrator _____ Approved _____ Denied

TRANSFER TYPE:

_____ ITEM TO ITEM

_____ RESERVE

XX BY RESOLUTION

_____ SUPPLEMENTAL BUDGET

SIGNATURE: _____

Signature: _____ DATE: ____ / ____ / ____ Posted by Clerk: _____

Form Revised 10/13/2023

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

REQUEST NUMBER **24-25-020**

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	181		3342320Z	State Fire Marshall Grant	21104	0.00	3,000,000.00		3,000,000.00
R	181		3999100Z	Project Fd Bal Forward	21104	0.00	301,279.89		301,279.89
E	181	3217	56200Z	Project Buildings	21104	0.00	3,301,279.89		3,301,279.89
R	151		3999100Z	Project Fd Bal Forward	21104	0.00	20,058.56		20,058.56
E	151	2672A	56200Z	Project Buildings	21104	0.00	20,058.56		20,058.56
R	355		3999100Z	Project Fd Bal Forward	21104	0.00	2,329,304.36		2,329,304.36
E	355	2685	56200Z	Project Buildings	21104	0.00	2,329,304.36		2,329,304.36
R	005		3999100Z	Project Fd Bal Forward	00059	7,734.00	4,950.27		12,684.27
E	005	6302	54600Z	Project Repair & Maint	00059	7,734.00	4,950.27		12,684.27
R	151		3999100Z	Project Fd Bal Forward	14015	154,692.00	128,906.00		283,598.00
E	151	4102A	56301Z	Proj Capital Infrastructu	14015	750,000.00	128,906.00		878,906.00
R	151		3999100Z	Project Fd Bal Forward	14033	0.00	37,899.85		37,899.85
E	151	2111A	56400Z	Project Equipment	14033	0.00	37,899.85		37,899.85
R	401		3999100Z	Project Fd Bal Forward	15030	0.00	16,257.89		16,257.89
E	401	4210	54600Z	Project Repair & Maint	15030	0.00	7,293.87		7,293.87
E	401	4210	56300Z	Project Improvements	15030	0.00	3,627.00		3,627.00
E	401	4210	56301Z	Proj Capital Infrastructu	15030	0.00	2,806.88		2,806.88
E	401	4210	56400Z	Project Equipment	15030	4,217.99	2,530.14		6,748.13

Form Revised 10/13/2023

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

REQUEST NUMBER **24-25-020**

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	151		3999100Z	Project Fd Bal Forward	16044	0.00	341,971.54		341,971.54
E	151	5106A	56200Z	Project Buildings	16044	1,360,161.23	341,971.54		1,702,132.77
R	151		3999100Z	Project Fd Bal Forward	17034	0.00	131,322.10		131,322.10
E	151	4102A	56301Z	Proj Capital Infrastructu	17034	2,061,858.00	131,322.10		2,193,180.10
R	005		3999100Z	Project Fd Bal Forward	17044	0.00	1,460.00		1,460.00
E	005	6303	54800Z	Project Promotional Act	17044	0.00	1,460.00		1,460.00
R	151		3999100Z	Project Fd Bal Forward	18025	0.00	302,267.64		302,267.64
E	151	2672A	56200Z	Project Buildings	18025	712,073.78	302,267.64		1,014,341.42
R	151		3999100Z	Project Fd Bal Forward	18047	50,000.00	7,609.85		57,609.85
E	151	4102A	56301Z	Proj Capital Infrastructu	18047	50,000.00	7,609.85		57,609.85
R	151		3999100Z	Project Fd Bal Forward	19007	0.00	39,198.23		39,198.23
E	151	4102A	56200Z	Project Buildings	19007	734,492.36	39,198.23		773,690.59
E	005	3996	56200Z	Project Buildings	19040	3,891,045.89		930,487.49	2,960,558.40
E	005	3991	56200Z	Project Buildings	19040	0.00	930,487.49		930,487.49
R	151		3999100Z	Project Fd Bal Forward	20012	0.00	115,849.53		115,849.53
E	151	2672A	56200Z	Project Buildings	20012	51,784.37	115,849.53		167,633.90

Form Revised 10/13/2023

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

REQUEST NUMBER **24-25-020**

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	401		3999100Z	Project Fd Bal Forward	20045	0.00	1,850,000.00		1,850,000.00
E	401	4210	56300Z	Project Improvements	20045	0.00	1,850,000.00		1,850,000.00
R	005		3999100Z	Project Fd Bal Forward	20056	0.00	50,000.00		50,000.00
E	005	3996	53100Z	Project Professional Svc	20056	0.00	50,000.00		50,000.00
R	005		3999100Z	Project Fd Bal Forward	20072	0.00	4,453,949.30		4,453,949.30
E	005	3996	56300Z	Project Improvements	20072	0.00	4,453,949.30		4,453,949.30
R	005		3999100Z	Project Fd Bal Forward	20075	0.00	1,000,000.00		1,000,000.00
E	005	3991	58102Z	Govt Agency-Admin/Govt	20075	0.00	1,000,000.00		1,000,000.00
					20077				-
					20077				-
R	005		3999100Z	Project Fd Bal Forward	20082	0.00	68,191.92		68,191.92
E	005	2672	55200Z	Project Operating Supp	20082	0.00	503.48		503.48
E	005	2672	56200Z	Project Buildings	20082	0.00	67,688.44		67,688.44
R	005		3999100Z	Project Fd Bal Forward	20084	0.00	11,375.28		11,375.28
E	005	3996	51200Z	Project Regular Salaries	20084	0.00	11,375.28		11,375.28
									-
									-

Form Revised 10/13/2023

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

REQUEST NUMBER **24-25-020**

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	151		3999100Z	Project Fd Bal Forward	21029	0.00	194,964.75		194,964.75
E	151	3322A	56200Z	Project Buildings	21029	0.00	79,964.75		79,964.75
E	151	3322A	56400Z	Project Equipment	21029	0.00	115,000.00		115,000.00
R	151		3999100Z	Project Fd Bal Forward	21047	450,000.00	338,553.36		788,553.36
E	151	2111A	56400Z	Project Equipment	21047	1,032,624.00	338,553.36		1,371,177.36
R	143		3999100Z	Project Fd Bal Forward	21051	0.00	8,593.04		8,593.04
E	143	6103	54600Z	Project Repair & Maint	21051	0.00	8,593.04		8,593.04
R	151		3999100Z	Project Fd Bal Forward	21053	0.00	418,599.09		418,599.09
E	151	2672A	56200Z	Project Buildings	21053	305,000.00	418,599.09		723,599.09
R	180		3999100Z	Project Fd Bal Forward	21054	0.00	2,193,256.76		2,193,256.76
E	180	3440A	56200Z	Project Buildings	21054	0.00	2,193,256.76		2,193,256.76
R	005		3999100Z	Project Fd Bal Forward	21058	0.00	15,537.19		15,537.19
E	005	5105	54600Z	Project Repair & Maint	21058	0.00	1,033.90		1,033.90
E	005	5105	55200Z	Project Operating Supp	21058	25,759.96	10,065.00		35,824.96
E	005	5105	56400Z	Project Equipment	21058	0.00	4,438.29		4,438.29
R	401		3999100Z	Project Fd Bal Forward	21063	0.00	38,497.20		38,497.20
E	401	4210	56300Z	Project Improvements	21063	0.00	38,497.20		38,497.20

Form Revised 10/13/2023

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

REQUEST NUMBER **24-25-020**

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	005		3999100Z	Project Fd Bal Forward	21069	0.00	7,652.94		7,652.94
E	005	3996	58301Z	Other-Individuals	21069	0.00	7,652.94		7,652.94
R	005		3999100Z	Project Fd Bal Forward	21070	0.00	916.20		916.20
E	005	3996	55200Z	Project Operating Supp	21070	0.00	916.20		916.20
R	151		3999100Z	Project Fd Bal Forward	21074	275,000.00	99,892.90		374,892.90
E	151	2672A	56400Z	Project Equipment	21074	275,000.00	99,892.90		374,892.90
R	401		3999100Z	Project Fd Bal Forward	21078	12,000,000.00		11,914,437.67	85,562.33
E	401	4210	56300Z	Project Improvements	21078	24,376,221.25		11,914,437.67	12,461,783.58
R	401		3999100Z	Project Fd Bal Forward	21079	0.00	495,000.00		495,000.00
E	401	4210	56200Z	Project Buildings	21079	0.00	495,000.00		495,000.00
R	151		3999100Z	Project Fd Bal Forward	21099	0.00	45,313.60		45,313.60
E	151	4102A	56301Z	Proj Capital Infrastructu	21099	856,323.80	45,313.60		901,637.40
R	151		3999100Z	Project Fd Bal Forward	21112	2,000,000.00	78,484.59		2,078,484.59
E	151	4102A	56300Z	Project Improvements	21112	3,127,772.41	78,484.59		3,206,257.00
R	005		3999100Z	Project Fd Bal Forward	21113	0.00	154,400.00		154,400.00
E	005	2672	53400Z	Project Contractual Svc	21113	0.00	154,400.00		154,400.00
									-

Form Revised 10/13/2023

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

REQUEST NUMBER **24-25-020**

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	151		3999100Z	Project Fd Bal Forward	22010	444,570.00	16,014.85		460,584.85
E	151	4102A	56301Z	Proj Capital Infrastructu	22010	444,570.00	16,014.85		460,584.85
R	005		3999100Z	Project Fd Bal Forward	22032	0.00	72,025.61		72,025.61
E	005	2111	55403Z	Project Educ & Training	22032	0.00	72,025.61		72,025.61
R	005		3999100Z	Project Fd Bal Forward	22040	0.00	2,320.58		2,320.58
E	005	5105	55200Z	Project Operating Supp	22040	0.00	2,320.58		2,320.58
R	151		3999100Z	Project Fd Bal Forward	22047	0.00	12,880.00		12,880.00
E	151	5105A	56400Z	Project Equipment	22047	389,620.00	12,880.00		402,500.00
R	151		3999100Z	Project Fd Bal Forward	22051	0.00	67,480.00		67,480.00
E	151	4102A	56200Z	Project Buildings	22051	0.00	67,480.00		67,480.00
R	151		3999100Z	Project Fd Bal Forward	22053	201,300.00	30,000.00		231,300.00
E	151	2672A	56200Z	Project Buildings	22053	205,300.00	30,000.00		235,300.00
R	151		3344950Z	Project Dot Grant	22060	1,453,000.00	8,150.85		1,461,150.85
E	151	4102A	56301Z	Proj Capital Infrastructu	22060	1,453,000.00	8,150.85		1,461,150.85
R	151		3344950Z	Project Dot Grant	22061	255,438.00		1,540.96	253,897.04
E	151	4102A	56301Z	Proj Capital Infrastructu	22061	272,031.21		1,540.96	270,490.25
									-

Form Revised 10/13/2023

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

REQUEST NUMBER **24-25-020**

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	151		3344950Z	Project Dot Grant	22062	1,135,793.00		20,094.12	1,115,698.88
E	151	4102A	56301Z	Proj Capital Infrastructu	22062	1,135,793.00		20,094.12	1,115,698.88
R	005		3999100Z	Project Fd Bal Forward	22064	0.00	1,484.00		1,484.00
E	005	4501	53400Z	Project Contractual Svc	22064	0.00	1,484.00		1,484.00
E	005	4501	59010Z	Proj Transfers Out	22064	0.00	1,484.00		1,484.00
R	110		3810000Z	Project Interfund Transfe	22064	0.00	1,484.00		1,484.00
E	110	4101	53100Z	Project Professional Svc	22064	0.00	1,484.00		1,484.00
R	151		3344950Z	Project Dot Grant	22066	0.00	2,844.66		2,844.66
E	151	4102A	56301Z	Proj Capital Infrastructu	22066	0.00	2,844.66		2,844.66
R	151		3999100Z	Project Fd Bal Forward	22069	0.00	200,000.00		200,000.00
E	151	3322A	56400Z	Project Equipment	22069	0.00	200,000.00		200,000.00
R	005		3999100Z	Project Fd Bal Forward	22073	0.00	12,454.92		12,454.92
E	005	2810	53100Z	Project Professional Svc	22073	0.00	9,166.76		9,166.76
E	005	2810	54800Z	Project Promotional Act	22073	0.00	3,264.85		3,264.85
E	005	2810	55403Z	Project Educ & Training	22073	0.00	23.31		23.31
R	005		3999100Z	Project Fd Bal Forward	22077	0.00	9,415.39		9,415.39
E	005	2109	54800Z	Project Promotional Act	22077	0.00	9,415.39		9,415.39
R	005		3999100Z	Project Fd Bal Forward	22081	0.00	50,000.00		50,000.00
E	005	2111	53100Z	Project Professional Svc	22081	0.00	50,000.00		50,000.00

Form Revised 10/13/2023

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

REQUEST NUMBER **24-25-020**

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	005		3999100Z	Project Fd Bal Forward	22084	0.00	80,000.00		80,000.00
E	005	2442	56001Z	Project Capital Outlay	22084	120,000.00	80,000.00		200,000.00
R	151		3999100Z	Project Fd Bal Forward	22085	0.00	200,000.00		200,000.00
E	151	4102A	56301Z	Proj Capital Infrastructu	22085	100,000.00	200,000.00		300,000.00
R	151		3999100Z	Project Fd Bal Forward	22086	0.00	198,726.00		198,726.00
E	151	1031A	56200Z	Project Buildings	22086	0.00	198,726.00		198,726.00
R	151		3999100Z	Project Fd Bal Forward	23003	0.00	98,849.41		98,849.41
E	151	4102A	56301Z	Proj Capital Infrastructu	23003	0.00	984,849.41		984,849.41
R	151		3999100Z	Project Fd Bal Forward	23006	0.00	14,672.18		14,672.18
E	151	4102A	56400Z	Project Equipment	23006	0.00	14,672.18		14,672.18
R	151		3999100Z	Project Fd Bal Forward	23009	17,500.00	19,754.84		37,254.84
E	151	4102A	56301Z	Proj Capital Infrastructu	23009	17,500.00	19,754.84		37,254.84
R	151		3999100Z	Project Fd Bal Forward	23016	0.00	238,798.57		238,798.57
E	151	6303A	56301Z	Proj Capital Infrastructu	23016	695.66	238,798.57		239,494.23
R	005		3342170Z	Ems Trust Grant	23024	0.00	10,857.66		10,857.66
E	005	5105	54000Z	Project Travel & Per Diem	23024	0.00	2,000.00		2,000.00
E	005	5105	54800Z	Project Promotional Act	23024	0.00	6,857.66		6,857.66
E	005	5105	55403Z	Project Educ & Training	23024	0.00	2,000.00		2,000.00

Form Revised 10/13/2023

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

REQUEST NUMBER 24-25-020

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	005		3999100Z	Project Fd Bal Forward	23043	0.00	15,260.00		15,260.00
E	005	4501	53100Z	Project Professional Svc	23043	4,820.00	15,260.00		20,080.00
E	005	4501	59010Z	Proj Transfers Out	23043	0.00	20,080.00		20,080.00
R	110		3810000Z	Project Interfund Transfe	23043	0.00	20,080.00		20,080.00
E	110	4101	53100Z	Project Professional Svc	23043	0.00	20,080.00		20,080.00
R	151		3999100Z	Project Fd Bal Forward	23045	0.00	462,880.00		462,880.00
E	151	5105A	56400Z	Project Equipment	23045	389,620.00	462,880.00		852,500.00
R	005		3999100Z	Project Fd Bal Forward	23049	0.00	110,125.00		110,125.00
E	005	2700	53100Z	Project Professional Svc	23049	0.00	110,125.00		110,125.00
R	151		3999100Z	Project Fd Bal Forward	23054	0.00	126,301.00		126,301.00
E	151	6101A	58100Z	Aid to Government Ag Proj	23054	0.00	126,301.00		126,301.00
R	005		3315500Z	Disaster Relief Fema-Proj	23055	0.00	241,223.91		241,223.91
R	005		3345100Z	Disaster Relief State Fem	23055	0.00	23,572.82		23,572.82
E	005	3996	55200Z	Project Operating Supp	23055	0.00	422.94		422.94
E	005	3996	55403Z	Project Educ & Training	23055	0.00	13,660.00		13,660.00
E	005	3996	56400Z	Project Equipment	23055	174,034.00	250,686.79		424,720.79
R	129		3999100Z	Project Fd Bal Forward	23064	0.00	4,582.96		4,582.96
E	129	6307	56300Z	Project Improvements	23064	-	4,582.96		4,582.96

Form Revised 10/13/2023

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

REQUEST NUMBER **24-25-020**

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	005		3999100Z	Project Fd Bal Forward	23076	0.00	40,000.00		40,000.00
E	005	2810	53100Z	Project Professional Svc	23076	0.00	40,000.00		40,000.00
R	151		3999100Z	Project Fd Bal Forward	23085	0.00	71,956.74		71,956.74
E	151	3991A	56200Z	Project Buildings	23085	178,043.26	71,956.74		250,000.00
R	005		3999100Z	Project Fd Bal Forward	23090	0.00	15,000.00		15,000.00
E	005	2109	54800Z	Project Promotional Act	23090	0.00	15,000.00		15,000.00
									-
									-
R	005		3342300Z	Proj Haz Materials Plan	23096	0.00	2,077.00		2,077.00
E	005	3991	51200Z	Project Regular Salaries	23096	0.00	2,077.00		2,077.00
R	005		3342500Z	Project Emerg Mgt Prepare	23097	0.00	105,806.00		105,806.00
E	005	3991	51200Z	Project Regular Salaries	23097	0.00	105,806.00		105,806.00
R	110		3374300Z	Misc. Intergov Reimb	23098	0.00	26,826.38		26,826.38
E	110	4101	56301Z	Proj Capital Infrastructu	23098	62,054.00	26,826.38		88,880.38
									-
									-
									-

Form Revised 10/13/2023

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

REQUEST NUMBER 24-25-020

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	151		3999100Z	Project Fd Bal Forward	23101	0.00	100,000.00		100,000.00
E	151	6101A	58100Z	Aid to Government Ag Proj	23101	0.00	100,000.00		100,000.00
R	151		3999100Z	Project Fd Bal Forward	23102	0.00	79,750.00		79,750.00
E	151	6101A	58100Z	Aid to Government Ag Proj	23102	0.00	79,750.00		79,750.00
R	152		3349300Z	Enterprise Florida Proj	23103	0.00	3,703.00		3,703.00
E	152	5305	53400Z	Project Contractual Svc	23103	0.00	3,703.00		3,703.00
R	151		3999100Z	Project Fd Bal Forward	23104	0.00	310,000.00		310,000.00
E	151	2672A	56200Z	Project Buildings	23104	0.00	310,000.00		310,000.00
R	005		3999100Z	Project Fd Bal Forward	23105	0.00	109,000.00		109,000.00
E	005	2672	56810Z	Proj Pc Sftwr Purch $25K+	23105	0.00	109,000.00		109,000.00
R	151		3999100Z	Project Fd Bal Forward	23110	0.00	299,274.00		299,274.00
E	151	6101A	58100Z	Aid to Government Ag Proj	23110	0.00	299,274.00		299,274.00
					23087				-
									-
									-
									-
									-

Form Revised 10/13/2023

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

REQUEST NUMBER 24-25-020

FUND(S)	FUND TITLE(S)
005	General Fund
110	County Engineer
129	Conservation Trust
143	Fl Boating Improvement
151	Infrastructure Surtax
152	Tourist Development Trust
180	Building Division 180
181	Fire Assessment
350	HCISSR LTD Capital Fund
355	Hcfpirn Ltd Capital Exps
401	Refuse Disposal Systm 401

COST CTR(S)	COST CENTER TITLE(S)
2672	Facilities Management
3991	Local Emgy Mgt Agency
3996	Emergency/Disaster Relief
4210	Refuse Disposal Systm 401
5105	Ambulance Service 005
6103	Fl Boating Improvement
6302	County Extension
6303	Natural Resources
2111A	Central Services/ F 151
2672A	Facilitties Management 151
2680F	HCISSR LTD Capital 2021
3322A	County Jail - 151
3440A	Building Division 180
4102A	Transportation Projects
5106A	Animal Control - 151

FUND	COST CENTER	PROJ #	PROJECT TITLE
005	6302	00059	4-H Horse Arena Facility
151	4102A	14015	Webster Turn
151	2111A	14033	Technology Infrastructure Improvements
401	4210	15030	Automated Fueling Station
151	5106A	16044	Animal Control Building
151	4102A	17034	Memorial Dr. - Pompano Dr. to Sebring Parkway
005	6303	17044	Bearproof Garbage Carts
151	2672A	18025	AP Tax Collector's Office Remodeling
151	4102A	18047	Wildflower St Extension
151	4102A	19007	New Traffic Ops Bldg
005	3996	19040	EOC Bldg Remodel
005	3991	19040	EOC Bldg Remodel
151	2672A	20012	SAO Facility Imp
401	4210	20045	HCSWMC - Borrow Pit Mining 20-21
005	3996	20056	American Rescue Plan Act
005	3996	20072	County Broadband (ARPA)
005	3991	20075	Septic to Sewer EOC (ARPA)
005	3996	20077	R&B Bldg Expansion (ARPA)
005	2672	20082	Annex Remodel - 1st Floor (ARPA)
005	3996	20084	ADMIN PROJ MGMT ARPA
151	3322A	21029	JAIL KITCHEN HOOD
151	2111A	21047	CCC - Technology Infrastructure Improvements
143	6103	21051	Boat Dock Improvements FY21-22
151	2672A	21053	Sebring Health Dept/Healthy Families Roof Rplc
180	3440A	21054	Bldg Dept Bldg Expansion
005	5105	21058	EMS Matching Grant 21-22
401	4210	21063	Recylcing Drop Off Sites (3)
350	2680F	21064	Co Jail Facility/Expansion

Form Revised 10/13/2023

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

REQUEST NUMBER 24-25-020

COST CTR(S)	COST CENTER TITLE(S)
2109	Public Information
2111	Central Services
2442	Supervisor Of Elections
2700	Planning & Zoning
2810	Office Of Economic Development
3217	Fire Assessment
4101	Engineering Services
4501	Critical Infrastructure - Operations
5305	Tour Dev-Marketing & Prom
6307	Conservation Trust
7966	Lake Placid Sb Fire Dist
7990	Avon Park Est Spc Ben Dis
1031A	Courthouse Facilities - 151
3991A	Local Emgy Mgt Agency 151
5105A	Ambulance Service 151
6101A	Recreation Department 151
6303A	Natural Resources 151

FUND	COST CENTER	PROJ #	PROJECT TITLE
005	3996	21069	Healthy Fam Household Assistance (ARPA)
005	3996	21070	Veterans Svcs Outreach (ARPA)
151	2672A	21074	Govt Ctr Generator Rplcmnt
401	4210	21078	Landfill Cell No 5
401	4210	21079	Landfill Operations Bldg
151	4102A	21099	SRF Drainage Improvement Study
181	3217	21104	Spring Lake Airport Station 20
151	2672A	21104	Spring Lake Airport Station 20
355	2685	21104	Spring Lake Airport Station 20
151	4102A	21112	New Sebring Fuel Station
005	2672	21113	Countywide Generator Assessment
151	4102A	22010	ADA Hammock Rd Multi-Use Path
005	2111	22032	LATCF-Emp Dev Funds (ARPA)
005	5105	22040	EMS Trust Grant 22-23
151	5105A	22047	EMS Fleet Replacement
151	4102A	22051	Annex 2nd Floor Renovation
151	2672A	22053	Judicial Court Remodel
151	4102A	22060	Beacon Ave Widening
151	4102A	22061	Catfish Creek Rd Bridge Rehabilitation
151	4102A	22062	CR 64 Resurfacing (Angelo Lake Rd to Butler Rd)
005	4501	22064	Sebring Falls Ditch Cleanup
110	4101	22064	Sebring Falls Ditch Cleanup
151	4102A	22066	W Interlake Blvd Multi Use Path (Catfish Creek Rd to S Tangerine D
151	3322A	22069	Jail Chiller Replacement
005	2810	22073	Duke Energy Economic Development Grant 2023
005	2109	22077	Emergency Preparedness Outreach FY22-23
005	2111	22081	Medal of Honor Park
005	2442	22084	SOE Kenilworth Renovation
151	4102A	22085	Schumacher Road SNL

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

REQUEST NUMBER 24-25-020

FUND	COST CENTER	PROJ #	PROJECT TITLE
151	1031A	22086	Courthouse Wireless Network
151	4102A	23003	TOSIP FY23-24
151	4102A	23006	RB Equipment
151	4102A	23009	US 98 Birchwood Left Turn Lane
151	6303A	23016	Sun 'N Lake Preserve Improvements
005	5105	23024	EMS County Grant
005	4501	23043	OSTDS Remediation Plan
110	4101	23043	OSTDS Remediation Plan
151	5105A	23045	EMS Fleet Replacement
005	2700	23049	Evaluation and Appraisal Report (EAR)
151	6101A	23054	Max Long Dugouts, Fence and Shade Improvements (F
005	3996	23055	Hurricane Irma PAAP DAC
129	6307	23064	Lake Grassy Scrub Gopher Tortoise Habitat Manageme
005	2810	23076	ED Strategic Plan Update
151	3991A	23085	EOC Warehouse Building
005	2109	23090	Emergency Preparedness Outreach FY23-24
144	7966	23091	Lake Placid Fire Station #36
005	3991	23096	Hazards Analysis Grant FY24-25
005	3991	23097	EMPA Grant FY24-25
110	4101	23098	N Main Ave Pedestrian Crossing
111	7990	23099	Avon Park Estates Roadway Improvements
151	6101A	23101	SLID Arbuckle Ck Park Phase I (RPAC - Springlake)
151	6101A	23102	SLID Bark Park Phase II (RPAC - Springlake)
152	5305	23103	2024 Motosurf GP of Sebring
151	2672A	23104	Penny Ogg Operation Center Repairs
005	2672	23105	Enterprise Asset Management Software
151	6101A	23110	Luke June Park Phase 3 (RPAC - Town of Lake Placid)

RESOLUTION NO. 24-25-032

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 24-25-020 TO THE GENERAL, TRANSPORTATION TRUST, CONSERVATION TRUST, FL BOATING IMPROVEMENT, INFRASTRUCTURE SURTAX, TOURIST DEVELOPMENT TRUST, BUILDING DIVISION, FIRE ASSESSMENTS, HCISSR LTD CAPITAL, HCFPIRN LTD CAPITAL, 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, Transportation Trust, Conservation Trust, FL Boating Improvement, Infrastructure Surtax, Tourist Development Trust, Building Division, Fire Assessments, HCISSR LTD Capital, HCFPIRN LTD Capital, 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 24-25-020 is hereby approved and authorized to make adjustments and corrections to the rollover project balances from FY 23/24 into the current FY 24/25 to properly budget the available funds in the projects in FY 24/25 to maintain the authorized balances; to roll projects that were not rolled for a net increase in the amount of $34,276,290.75.

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

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

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

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

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

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

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

PASSED AND ADOPTED this 19th day of November, 2024.

HIGHLANDS COUNTY, FLORIDA

By:_____
Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **Nov 19, 2024**

PRESENTER: **Paul Blackman, Sheriff**

SUBJECT/TITLE:

Budget Amendment 23-24-192 is necessary to realign Sheriff's budgeted funds for FY23/24 on the Board's side to align with the budget on the Sheriff's books.

STATEMENT OF ISSUE

Budget Amendment 23-24-192 is necessary to realign Sheriffâ€™s budgeted funds for FY23/24 on the Boardâ€™s side to align with the budget on the Sheriffâ€™s books.

RECOMMENDED ACTION

Move to approve Budget Amendment 23-24-192 to realign Sheriff's budgeted funds within the General, Crime Prevention, and E911 Operations Funds.

FISCAL IMPACT

The fiscal impact of $1,398,338.42 to the General Fund (005), Crime Prevention Fund (178), and E911 Operations Fund (122) in the individual amounts of $1,325,735.42, $1,353.00, and $71,250.00, respectively which is being realigned for a net fiscal impact of $0.00.

Attachments: 23-24-192 Balance Sheriff to Board.pdf

REVIEWED
O.M.B DEPARTMENT
November 8, 2024
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **11/4/2024**

SUBMITTED BY: **Sheriff**

FUND(S): **005, 178, 122**

FUND TITLE(S): **General, Crime Prevention, E911 Operations**

COST CENTER(S) #: **1030, 3101, 3323, 1055, 3998**

PROJECT(S) #: **23013**

PROJECT TITLE(S): **SRO Program 23-24**

COST CENTER TITLE(S): **Courthouse Security, Sheriff - 005, Detention and Corrections, Crime Prevention-178, E911 Program**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	005	1030	51001	Personal Services-Elected Official		1,452,970.00		113,056.61	1,339,913.39
E	005	1030	53001	Operating Expense-Elected Official		10,799.00		517.59	10,281.41
E	005	3101	51001	Personal Services-Elected Official		20,080,004.16		865,950.34	19,214,053.82
E	005	3101	51001Z	Project Personal Service	23013	946,521.00		400.91	946,120.09
E	005	3101	53001	Operating Expense-Elected Official		3,594,503.00	123,822.62		3,718,325.62
E	005	3101	53001Z	Project Operating Expense	23013	48,952.00	400.91		49,352.91
E	005	3101	56001	Capital Outlay-Elected Official		545,940.73	394,169.40		940,110.13
E	005	3101	57001	Debt Service - Elected Official		0.00	442,654.39		442,654.39

REASON: **To balance Sheriff budget to Board.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # 23-24-192

ACTION:

Board _____ Approved _____ Denied

County Administrator _____ Approved _____ Denied

SIGNATURE: _____

DATE: ____ / ____ / ____

TRANSFER TYPE:

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

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

REQUEST NUMBER 23-24-192

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	005	3323	51001	Personal Services-Elected Official		11,679,941.95		345,809.97	11,334,131.98
E	005	3323	53001	Operating Expense-Elected Official		2,600,554.62	314,454.50		2,915,009.12
E	005	3323	56001	Capital Outlay-Elected Official		24,104.43	50,233.60		74,338.03
E	178	1055	51001	Personal Services-Elected Official		58,224.00		1,353.00	56,871.00
E	178	1055	53001	Operating Expense-Elected Official		6,278.00	1,353.00		7,631.00
									-
E	122	3998	51001	Personal Services-Elected Official		1,045,312.00		50,000.00	995,312.00
E	122	3998	53001	Operating Expense-Elected Official		364,858.00		21,250.00	343,608.00
E	122	3998	57001	Debt Service - Elected Official		-	71,250.00		71,250.00
									-
									-
									-
									-
									-
									-
									-

Form Revised 08/05/2020

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **November 19, 2024**

PRESENTER: **Robert A. Diefendorf, Jr. E.I., Assistant to the Critical Infrastructure Director**

SUBJECT/TITLE: **Request approval of Amendment 2 to Agreement between Highlands County and Comanco Environmental Corporation for the Highlands County Solid Waste Management Center Class I Cell 5 Landfill Expansion.**

STATEMENT OF ISSUE

Attached for your review and approval is Amendment 2 to the Agreement between Highlands County and Comanco Environmental Corporation related to the construction of the Highlands County Solid Waste Management Center (HCSWMC) Class I Cell 5 Landfill Expansion in the total additive amount of $364,095.00 to the project. The Amendment 2 to the Agreement involves Unforeseen Stormwater/Seepage Management at the South End of Cell 3 in the amount of $249,767.50. During construction of the project, unforeseen pockets of seepage started to form along the existing southern slope of cell 3 where it connects to the northern slope of Cell 5A, which are severely impacting the Project (â€œUnforeseen Workâ€). Amendment 2 also involves Immediate Maintenance Stormwater/Seepage Management at the West Side of Cell 1B and Cell 3 in the amount of $114,307.50 where additional pockets of seepage on the western slope of Cell 1B and 3 have also started to form, not as impacts to the Project but equally as concerning to the overall proper and immediate operation of the facilities (â€œImmediate Maintenance Workâ€) Implementation of the stormwater management plans are required to properly complete the Project and to ensure the immediate and proper function of the Landfill facilities. Due to the intricacies required to complete the Unforeseen Work, the impacts the Unforeseen Work will have on the project if not completed prior to continuing with construction of the project and the probable cost increases associated with demobilizing and remobilizing related to the Immediate Maintenance Work, the contractor is best suited to complete both the Unforeseen Work and the Immediate Maintenance Work as part of its construction of the project. The Board Attorney has reviewed and approved Amendment 2.

RECOMMENDED ACTION

Move to approve Amendment 2 to the Agreement between Highlands County and Comanco Environmental Corporation for construction of the Highlands County Solid Waste Management Center (HCSWMC) Class I Cell 5 Landfill Expansion.

FISCAL IMPACT

There is no fiscal impact to Fund 401 (Solid Waste) or the overall FY 24/25 budget at this time.

Attachments: RAD rev. Amendment 2 COMANCO UnforseenMaintenance Work Signed.pdf

AMENDMENT 2 TO AGREEMENT

THIS AMENDMENT 2 is made by and between Highlands County, Florida, a political subdivision of the State of Florida, 600 S. Commerce Avenue, Sebring, Florida 33870 ("County"), and COMANCO Environmental Corporation ("Contractor"), and shall modify the terms and conditions of that Agreement between the parties approved by the County on June 18, 2024, and Amendment 1 thereto approved on September 17, 2024, (collectively referred to as "Agreement").

WITNESSETH:

WHEREAS, pursuant to the Agreement, Contractor is responsible for construction services related to the Highlands County Solid Waste Management Center Class I, Cell 5 Landfill Expansion ("Project"); and

WHEREAS, during construction of the Project, unforeseen pockets of seepage started to form along the existing southern slope of Cell 3 where it connects to the northern slope of Cell 5A, which are severely impacting the Project ("Unforeseen Work") and additional pockets of seepage on the western slope of Cell 1B and 3 have also started to form, not as impacts to the Project but equally as concerning to the overall proper and immediate operation of the facilities ("Immediate Maintenance Work"; and

WHEREAS, the implementation of stormwater seepage management plans are required to properly complete the Project and to ensure the immediate and proper function of the Landfill facilities; and

WHEREAS, due to the intricacies required to complete the Unforeseen Work, the impacts the Unforeseen Work will have on the Project if not completed prior to continuing with construction of the Project and the probable cost inceases associated with demobilizing and remobilizing related to the Immediate Maintenance Work, the Contractor is best situated to complete both the Unforeseen Work and the Immediate Maintenance Work as part of its construction of the Project; and

WHEREAS, the parties have determined that it is in their mutual best interest to amend the Agreement to include the Unforeseen Work and the Immediate Maintenance Work as part of the Project.

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

1. Article 1, Section 1.03 13, Project, and Article 4.00, Contract Sum, are hereby amended to include the Unforeseen Work and the Immediate Maintenance Work as follows:

Unforeseen Stormwater/Seepage Management at South End of Cell 3					
Item	**Item Description**	**Quantity**	**Unit**	**Unit Price**	**Total**
1	Pump from Seepage area	22	Day	($1,635.00)	$ 35,970.00
2	Haul Waste from work area to landfill	13	Day	$9,220.00	$119,860.00
3	Earthwork – General Material Embankment	9	Day	$9,550.00	$ 85,950.00
4	Imported Clay Material	450	CY	$17.75	$ 7,987.50
Not to Exceed Total					**$249,767.50**

Immediate Maintenance - Stormwater/Seepage Management at West side of Cell 1B and Cell 3					
Item	**Item Description**	**Quantity**	**Unit**	**Unit Price**	**Total**
1A	Pump from Seepage area	10	Day	$1,635.00	$ 16,350.00
2A	Haul Waste from work area to landfill	6	Day	$9,220.00	$ 55,320.00
3A	Earthwork – General Material Embankment	4	Day	$9,550.00	$ 38,200.00
4A	Imported Clay Material	250	CY	$17.75	$ 4,437.50
Not to Exceed Total					**$114,307.50**
Total Not to Exceed Change Order Total					**$364,075.00**

a. Pump from Seepage area, includes pump setup and continuous pumping throughout the seepage/stormwater management process.
b. Haul waste from work area to landfill, includes on excavator and three haul offroad articulated haul trucks to remove waste from the work area and deliver it to the landfill working face.
c. Earthwork – General Materials Embankment, includes one excavator, two offroad articulated haul trucks and one dozer to embank clay or any site material for repairs of the seepage area.
d. Imported clay material, includes supply of clay material (including sales tax and 15% markup) to be utilized in the seepage area repairs.
e. Add Alternate items include the same work for the west side of Cells 1B and 3.
f. All work will be billed based upon actual days worked or quantities provided and under no circumstance shall the work set forth herein be considered a delay in the Project pursuant to Section 3.04.

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

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have set their hands and seal this ____ day of _____, 2024.

BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY

_____
_____, Chairman

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

COMANCO ENVIRONMENTAL CORPORATION

_____
Print: Daniel McRae
Title: Vice President of Construction

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization of Daniel McRae, as Vice President, of COMANCO Environmental Corporation, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Corporation, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 14 day of November, 2024.

(stamp)

_____
NOTARY PUBLIC, State of Florida

AMANDA LONG HOSMER
Notary Public - State of Florida
Commission # HH 215750
My Comm. Expires Jan 12, 2026
Bonded through National Notary Assn.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **Nov 19, 2024**

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 November 14, 2024.

RECOMMENDED ACTION

None. This is being provided for informational purposes only.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Legal Long Range.pdf

LONG RANGE ATTORNEY LOG

*****Bolded/underlined*** *language identifies updates*

Priority	Matter	Notes
N/A	Employee Manual revision	Revisions were approved/adopted in July 2024. Additional revisions are expected to be completed within the next 6 months.
1	Hospital sale issues	At the last capital district meeting, it was decided to readvertise the RFP. **Recently heard from Bert Harris that Hospital District will be hiring a consultant with experience working with Florida Agency for Healthcare Administration.**
2, 7	Annexation issues with all cities (enclaves and roads)	The County's Interlocal Service Boundary Response Resolution has been sent out. **The County recently received a response Resolution from Lake Placid; however, have not heard from either District. We also have not heard from Avon Park regarding coordination of meetings.**
3, 8	Impact Fees and other funding mechanisms related to growth and infrastructure	**Agreement is complete and we are awaiting agenda item for Board approval.**
N/A	Revision to organization of Advisory Board and Committees	Draft and planning stages – we are planning on presenting to the Board the second meeting of October and will be bringing updated Ordinances/Resolution in batches thereafter.
2,7	Joint Planning agreement with cities	**This will likely be merged into our ISBA negotiations.**
N/A	Update of all County policies which are not codified in a manual	
N/A	Re-Vamp TDC Grant Contracts	
N/A	Purchasing Policy revisions	
N/A	**County Administrator Evaluation Survey**	**Survey Completed and uploaded into the system. The plan is to have the survey sent to the Directors for anonymous submission by October 1**

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 19, 2024

PRESENTER: Laurie Hurner, County Administrator

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

STATEMENT OF ISSUE

RECOMMENDED ACTION

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

FISCAL IMPACT

There is no fiscal impact.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **November 19, 2024**

PRESENTER: **Gail Werley, Program Manager, Children's Advocacy Center**

SUBJECT/TITLE: **Letter of Support for the Champion for Children Foundation for grant funding from Heartland for Children.**

STATEMENT OF ISSUE

The letter of Support for the Champion for Children Foundation for grant funding from Heartland for Children has been signed by the County Administrator. This item is for informational purposes to advise the Board that the Champion for Children Foundation has applied for funding to supplement their Emergency Rescue Fund, which supplies direct support to families in need, and for funding for their Prevention Services and Education Program.

RECOMMENDED ACTION

None. This is being provided for informational purposes only.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Champion_for_Children_Foundation_Reference_Letter_from_CAC_10.28.2024.1.1.pdf

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
600 S. Commerce Ave., Sebring, Florida 33870
Office (863) 402-6500 Fax (863) 402-6835 www.highlandsfl.gov

October 28, 2024

Heartland for Children
1239 E. Main Street
Bartow, Florida 33830

RE: Champion for Children Foundation

To Whom It May Concern:

Please accept this correspondence as Highlands County's endorsement of the Champion for Children Foundation's ("Foundation") application for grant funding from Heartland for Children. I am pleased to offer the County's strong support for the Foundation. Highlands County's Children's Advocacy Center ("CAC"), a department of the County's Community Programs, has had the privilege of working closely with the Foundation on many cases. The Foundation's dedication to stabilizing families and supporting children is stellar in Highlands County.

The CAC regularly refers cases to the Foundation, particularly in situations where children have already experienced abuse. These cases require sensitive, immediate, and comprehensive care to help the children and their family recover and rebuild. The Foundation has proven time and again to be a vital partner in this process. The Foundation's holistic approach not only provides financial support, but also delivers the tools and resources families need to heal and regain stability.

Through its initiatives, the Foundation offers workshops and education in critical areas such as trauma-informed care, financial literacy, and parenting support. These programs equip families with the skills to move forward and protect their children from further harm. The Foundation's commitment to putting protective factors in place for families plays a crucial role in reducing the likelihood of future abuse and helping families stabilize after a crisis.

The Foundation's ability to work collaboratively with the CAC and other agencies in our community has had a profound impact on the well-being of countless children. The Foundation's resourcefulness, compassion, and commitment to Highlands County families makes the Foundation an indispensable asset to our community. It is understood that additional funding will allow the Foundation to continue this lifesaving work and extend its reach even further.

Please feel free to contact Gail Worley, the manager of the CAC, or myself if you have any questions or need further information.

Sincerely,

Laurie Hurner
County Administrator

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **November 19, 2024**

PRESENTER:

SUBJECT/TITLE: **Board payables from November 19, 2024, through December 2, 2024**

STATEMENT OF ISSUE

RECOMMENDED ACTION

FISCAL IMPACT