

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

Tuesday, December 3, 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. **ANNOUNCEMENTS**

The Natural Resources Advisory Commission will hold a Regular meeting on Wednesday, December 4, 2024, at 4:00 p.m., in Conference room #3 of the Bert J. Harris, Jr. Agricultural Center, 4509 George Blvd., Sebring

The Highlands County Hospital District Board will hold a Special meeting on Thursday, December 12, 2024, at 1:30 p.m., in the Board room, 600 S. Commerce Ave., Sebring

The Tourist Development Council will hold a Special meeting on Monday, December 16, 2024, at 9:00 a.m., in the Board room, 600 S. Commerce Ave., Sebring

5. **CONSTITUTIONAL OFFICERS - ANNOUNCEMENTS:**

6. **RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:**

6.A *County Administrator Laurie Hurner Presentation of Years of Service Awards*
Brandon Gunn, Parks and Facilities Director Jonathon Harrison, Road and Bridge Director Kelly Duppenhaler, Fire Chief Sherry Sutphen, County Attorney Leah Sauls, Development Director

No fiscal impact.

[Service Award Bios Dec 2024.docx](#)

6.B *Presentation to Employee of the 3rd Quarter of 2024.*

Laurie Hurner, County Administrator

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

- 6.C *Request approval to concur with the Florida Department of Health's appointment of Jennifer Hood as the Administrator of the Florida Department of Health in Highlands County.*

Laurie A. Hurner, County Administrator

There is no fiscal impact.

[Hood Jennifer Resume 8 5 2024.pdf](#)

7. PUBLIC COMMENT

8. CONSENT AGENDA

- 8.A *Request acceptance of the State Fire Marshal Grant application and request adoption of Resolution 24-25-027 for Budget Amendment 24-25-017 to acquire decontamination equipment for Highlands County Fire Rescue.*

Dustin Fitch, Deputy Chief

The fiscal impact is an increase to Fund 181 (Fire Assessment) to be appropriated in Cost Center 3217 (Fire Services) Account 55200Z (Operational) in the amount of \$11,350.41 and Account 56400Z Equipment) in the amount of \$8,575.00) for a combined total of \$19,926.41.

[24-25-017 Project 24023 Florida Firefighter Decon Equipment \(BA\).pdf](#)

[24-25-017R Project 24023 Florida Firefighter Decon Equipment \(Resolution\).pdf](#)
[App.pdf](#)

- 8.B *Request acceptance of the State Fire Marshal Grant application and request adoption of Resolution 24-25-026 for Budget Amendment 24-25-016.*

Dustin Fitch, Deputy Chief

The fiscal impact is an increase to Fund 181 (Fire Services) to be appropriated in Cost Center 3217 (Fire Assessment)), Account 55200Z (Operational) in the amount of \$26,745.10.

[App.pdf](#)

[24-25-016R Project 24024 Florida Firefighter Assistance Grant \(Resolution\).pdf](#)

[24-25-016 Project 24024 Florida Firefighter Assistance Grant \(BA\).pdf](#)

- 8.C *Request to approve Professional Services Amendment 2 for Water Quality and Drainage Studies focus on three areas throughout the County to identify opportunities to improve both water quality and flood control.*

Mitchell D. Thomas, P.E., Assistant County Engineer - Stormwater

There is no fiscal impact.

[Amendment 2 - KimleyHorn.Water-Drainage Studies.Clean.SGS.pdf](#)

- 8.D *Request approval of the agreement between Accenture LLP and Highlands County.*

Laurie Hurner, County Administrator

Budget exists in FY 24/25 in the amount of \$50,000 from ARPA Project # 20056.

[Accenture LLP Piggyback Agreement.pdf](#)

- 8.E *Request approval of Amended and Restated State Housing Initiative Partnership (SHIP) Program Promissory Note, Mortgage, and Land Use Restriction Agreement*

(LURA) for the Willie Downs Villas.

Maria Granado, Housing Program Manager and Ingra Gardner, Director of Community Programs

The fiscal impact is an expenditure from Fund 166 (SHIP) in the amount of \$76,000 from the Program Income in FY 23-24 which are funds the SHIP Program receives from clients that payback SHIP loans from prior years.

[Amended LURA.pdf](#)

[Amended Prom Note.pdf](#)

[Amendement Mortgage.pdf](#)

- 8.F *Request approval of the Board Meeting Minutes from the July 16, 2024, Regular Meeting, July 16, 2024, Budget Workshop, August 2, 2024, Emergency Meeting, and August 6, 2024, Regular Meeting.*

[071624\(1\)REG.pdf](#)

[071624\(2\)BUDGET.pdf](#)

[080224EMERGENCY.pdf](#)

[080624REG.pdf](#)

9. COMMITTEE ASSIGNMENTS:

- 9.A *Request the appointment of Gerald R. Wessels as alternate member to the Construction Licensing Enforcement and Appeals Board with term expiring December 3, 2028.*

Leah Sauls, Development Services Director

There is no fiscal impact.

[Gerald R Wessels 10 16 2024.pdf](#)

[License Board Members 2024 .xlsx](#)

10. PUBLIC HEARING

11. ACTION AGENDA

- 11.A *Request direction on continuing construction of the Markland Lane Project #23088.*

Jonathan Harrison, Road & Bridge Director

There is no fiscal impact.

- 11.B *Request adoption of Resolution 24-25-040 for Budget Amendment 24-25-022 to increase the Sheriff's FY24/25 adopted budget.*

Paul Blackman, Sheriff

The fiscal impact is an increase to Fund 005 (General) and the overall budget in the amount of \$1,292,945.72.

[24-25-022 Increase Sheriffs Budget and set aside Proj Fnds \(BA\).pdf](#)

[24-25-022 Increase Sheriffs Budget and set aside Proj Fnds \(BA\).pdf](#)

[24-25-022R Increase Sheriffs Budget and set aside Proj Fnds \(Resolution\).pdf](#)

- 11.C *Request authorization for the Highlands County Road & Bridge Department to demolish and replace an asphalt area of the fairgrounds pursuant to Florida Statutes, Section 616.11.*

Laurie Hurner, County Administrator

The fiscal impact is \$16,233.80 from cost center 4102, Road & Bridge services. The reimbursement will be deposited from the Highlands County Fair Association for a net fiscal impact of zero.

[Asphlat Request.pdf](#)

[Fairgrounds estimate.pdf](#)

- 11.D *Request approval of Subordination and Intercreditor Agreement and Subordination Agreement for the development of Avon Park Apartments, an 80-unit affordable and workforce multi-family rental development.*

Maria Granado, Housing Program Manager

There is no fiscal impact.

[NLP Subordination.AP Apartments \(2\).pdf](#)

[Chase Subordination.AP Apartments \(2\).pdf](#)

- 11.E *Request direction from the Board of Highlands County Commissioners regarding the Highlands County Board of County Commissioners assuming the responsibilities of IT service for all county departments.*

Laurie A. Hurner, County Administrator

There is no fiscal Impact.

[County IT Comparisons.xlsx](#)

12. COUNTY ADMINISTRATOR AND LEGAL

- 12.A *County Attorney Status Report.*

Sherry G. Sutphen, County Attorney

There is no fiscal impact.

[Legal Long Range 11.26.24.pdf](#)

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

Laurie Hurner, County Administrator

There is no fiscal impact.

13. COMMISSIONERS

14. INFORMATIONAL

- 14.A *The Highlands County Children's Advocacy Center is agreeing to participate in a partnership with the National Children's Alliance (NCA) and The Department of Defense (DoD). This program provides additional services to military families. This is a MOU between the NCA (our accrediting entity) and DoD programs, not a MOU with individual CACs directly.*

Gail T. Werley, Children's Advocacy Center Manager

There is no fiscal impact.
[MOU NCA & Marine Corps 5.03.24.pdf](#)
[MOU NCA & Navy 3.06.24.pdf](#)

14.B *Board payables from December 3, 2024, through December 16, 2024*

15. **ADJOURN**

Any person who decides to appeal any decision made by this Board of County Commissioners of Highlands County, Florida, in public hearing or meeting is hereby advised that he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record will include the testimony and evidence upon which such appeal is to be based.

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

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

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

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: December 3, 2024

PRESENTER: Brandon Gunn, Parks and Facilities Director Jonathon Harrison, Road and Bridge Director Kelly Duppenthaler, Fire Chief Sherry Sutphen, County Attorney Leah Sauls, Development Director

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

STATEMENT OF ISSUE

Recognizing employees that have reached Years of Service milestones. 5 Years of Service Paul Ferrell
10 Years Michele Armstead O'Neil Parchment Travis Williams 15 Years John Poyner 20 Years
Timothy Langston Gloria Rybinski 25 years Steven Arnold

RECOMMENDED ACTION

Award pin and certificate to each recipient.

FISCAL IMPACT

No fiscal impact.

Attachments: [Service Award Bios Dec 2024.docx](#)

Bios

5 Years of Service	Paul Ferrell worked for the Board previously. In December 2019 he was hired by the Board of County Commissioners as a Custodian. He continues to serve in that position today.
10 Years of Service	Michele Armstead was hired by the Board in December 2014 as a Cartegraph Manager. She had previously worked for the Board as a Computer Technician. She continues to serve as our Cartegraph Manager today.
10 Years of Service	O'Neil Parchment was hired by the Board of County Commissioners as a Laborer in December 2014. In August of 2016 he was promoted to Equipment Operator.
10 Years of Service	Travis Williams started with the Board in December 2014 as a Tractor Mower Operator. In December 2016 he was promoted to Equipment Operator I and in December 2017 he became a Finish Equipment Operator Grader. In March 2019 Travis was promoted to Finish Equipment Operator Grader/Assistant Supervisor.
15 Years of Service	John Poynor was an OPS employee with the County before he was hired as a permanent employee in November 2009 as a Firefighter EMT. In October 2023 he was promoted to Lieutenant Firefighter EMT. In April 2024 he became a Lieutenant Firefighter Medic.
20 Years of Service	Timothy Langston was hired by the Board in December 2004 as an Emergency Medical Technician. In February 2011 he became a Paramedic. He was promoted to Firefighter Medic in December 2019. In April 2020 Tim was promoted to Captain Firefighter Medic. In January 2023 he became a Battalion Chief.
20 Years of Service	Gloria Rybinski was hired by the Board of County Commissioners in November 2004 as the Public Information Assistant. In April 2010 she was

promoted to Public Information Officer for the County Commissioners. In June 2023 she became the Records Manager for the Board.

25 Years of Service

Steven Arnold was hired by the Board in November 1999 as a Carpenter. He was promoted to Finish Carpenter in October 2000. In July 2001 he was promoted to Building Inspector I. He was promoted to Building Inspector II in April 2006. In November 2017 Steven became Building Inspector III. In June 2021 he became the Building Inspector Supervisor for the Board.

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: December 3, 2024

PRESENTER: Laurie Hurner, County Administrator

SUBJECT/TITLE: Presentation to Employee of the 3rd Quarter of 2024.

STATEMENT OF ISSUE

Human Resources received four (7) nominees for Employee of the Quarter for the 3rd quarter of 2024. Corey Amundsen was selected as the recipient of the Employee of the Quarter Award.

RECOMMENDED ACTION

Presentation of Employee of the Quarter plaque to Corey Amundsen

FISCAL IMPACT

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

Attachments: [Corey Amundsen nomination.docx](#)

Corey Amundsen**Emergency Management Manager**

This hurricane season was another crazy time. Corey Amundsen worked long, tiresome hours to make sure this county was prepared. When hurricane Milton unleashed several tornadoes in our county, he made sure that all emergency officials were notified and took precautions. After the Lake Placid community, Tropical Harbor, was devastated by one of the worse of the tornadoes, he personally came to assess the damage, and immediately arranged for assistance once the storm cleared. He personally drove a resident from this community, after his house was destroyed, to a special needs shelter. The resident was alone and would not leave his home without his cat (which belonged to his deceased wife). Corey allowed this resident to take his cat with him to the shelter, because he knew it was the safest place for them both. Without Corey and his team, Highlands County employees and residents would not have been as prepared as we were.

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: December 3, 2024

PRESENTER: Laurie A. Hurner, County Administrator

SUBJECT/TITLE: Request approval to concur with the Florida Department of Health's appointment of Jennifer Hood as the Administrator of the Florida Department of Health in Highlands County.

STATEMENT OF ISSUE

Jennifer Hood was recently selected for the position of Highlands County Health Department Administration. Although appointed to this position by the State, Florida Statute requires the Board of County Commissioners to concur with their selection.

RECOMMENDED ACTION

Move approval to concur with the Florida Department of Health's appointment of Jennifer Hood as the Administrator of the Florida Department of Health in Highlands County, pursuant to Section 154.04 , Florida Statutes.

FISCAL IMPACT

There is no fiscal impact.

Attachments: [Hood Jennifer Resume 8 5 2024.pdf](#)

Jennifer Hood, MSN, APRN

1017 Lanet Avenue LaBelle, FL 33935 | (863) 673-2115 | jhood1@embarqmail.com

Professional Summary

Accomplished and responsible Administrator/Executive Leader/Advanced Practice Registered Nurse with a passion for prevention and public health with over 20 years of service at the Florida Department of Health with a solid history of achievement in rural public health. Motivated leader with strong organizational management and prioritization abilities.

Education

MASTER OF SCIENCE IN NURSING | DECEMBER 1999 | UNIVERSITY OF FLORIDA – GAINESVILLE, FL

- Major: Nursing
- Related coursework: Emphasis on health promotion across the lifespan; clinical experiences in rural communities and public health departments; leadership skills and business plan development

BACHELOR OF SCIENCE | MAY 1995 | UNIVERSITY OF FLORIDA – GAINESVILLE, FL

- Major: Nursing/Family Nurse Practitioner
- Related coursework: Educational psychology, statistics, and competency-based education in multiple settings

Experience

ADMINISTRATOR/HEALTH OFFICER | DOH -HENDRY AND GLADES | SEPTEMBER 2021- PRESENT

- Serves as the lead public health official of the Florida Department of Health in Hendry and Glades Counties.
- Directs, supervises, and oversees 3 sites with 80+ top-performing team members working in a variety of health programs and multi-disciplinary teams including, but not limited to, environmental health, WIC, preparedness, chronic disease outreach, immunizations, refugee health, school health, communicable disease, vital statistics, maternal child health programs including Healthy Families, Healthy Start, and Nurse Family Partnership.
- Establishes, builds, and maintains excellent working relationships/partnerships with Community Based organizations, elected officials, and government entities to protect, promote, and improve the health and safety of the communities.
- Continually works to evaluate, improve, and ensure the prevention of epidemics and spread of disease, protect against environmental hazards, and response to disasters and recovery.
- Continuously monitors and analyzes data including financial and business processes, program performance, and community health.
- Responsible for the fiscal and budget management of two county health departments comprising of a combined budget of \$8 million.
- Coordinates with community partners to ensure the provision of comprehensive, effective, and accessible health services in the communities.
- Collaboratively develops, implements, and monitors the Community Health Assessment, Community Health Improvement, Quality Improvement, Workforce Development, Minority Health, and Strategic plans.

COMMUNITY HEALTH NURSING DIRECTOR | FDOH – HENDRY AND GLADES | DECEMBER 2012-JULY 2021

- Responsible for directly leading multi-disciplinary teams serving a wide variety of clinical programs in three locations including communicable disease, school health, family planning, and immunizations.
- Oversees supervision of Healthy Start, Healthy Families, HIV program, Drug Free Hendry County, and chronic disease and tobacco cessation programs.
- Develop and implement Internal Operating Procedures for clinical services.
- Leads and manages fourteen top-performing staff, their development, and managing all aspects of supervisory responsibilities.
- Conducts and administers fiscal operations within directly and indirectly supervised programs consisting of a \$2.7 million budget.
- Highly involved in Public Health Accreditation Process including the Community Health Assessment, Community Health Improvement Process, Quality Improvement, Workforce development, and Strategic Planning.
- Actively engaged with community partners through grants, outreaches, task forces, coalitions, and committees.

ASSISTANT COMMUNITY HEALTH NURSING DIRECTOR | FDOH – HENDRY AND GLADES | FEBRUARY 2009 DECEMBER 2012

- Responsible for directly leading and supervising multi-disciplinary teams serving in a wide variety of health programs including clinical services in three locations, communicable disease surveillance and school health.
- Oversees supervision of Healthy Start, Healthy Families, HIV program, Drug Free Hendry County, and chronic disease and tobacco cessation programs.
- Develop and implement Internal Operating Procedures for clinical services.
- Conducts and administers fiscal operations within directly supervised programs. Engaged with community partners in various capacities.
- Involved in Quality Improvement and Strategic Planning.
- Involved in Preparedness activations and drills.

ADVANCED REGISTERED NURSE PRACTITIONER | FDOH – HENDRY AND GLADES | OCTOBER 2000-FEBRUARY 2009

- Served as a Family Nurse Practitioner in both a Family Planning and Primary Care setting in three rural communities. Provided family planning services in a teen clinic to clients from age 12-20. Provided primary care services to individuals across the age spectrum treating episodic and chronic illnesses.
- Provided health education and prevention to clients.
- Participated in Quality Improvement projects within clinical programs.
- Involved in Preparedness activations and drills.

Community Involvement/Membership

- Board member of Health Planning Council of Southwest Florida
- Board member of Lake Okeechobee Rural Health Network

- Fetal and Infant Mortality Review board
- Healthy Start/Healthy Families Advisory Committee
- Community Alliance Member
- Healthier Hendry and Glades Task Force
- Tobacco Free partnership member
- Regional HIV/AIDS Consortium 2005-present
- Member of Student Advisory Committee LaBelle High School 2014, 2018-present
- Member of Florida Public Health Association
- Member of National Association of County and City Health Officials

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: December 3, 2024

PRESENTER: Dustin Fitch, Deputy Chief

SUBJECT/TITLE: Request acceptance of the State Fire Marshal Grant application and request adoption of Resolution 24-25-027 for Budget Amendment 24-25-017 to acquire decontamination equipment for Highlands County Fire Rescue.

STATEMENT OF ISSUE

The grant allows the purchase of 1 PPE extractor and 102 gloves for the Fire Rescue. A match of 25% of the awarded amount is required.

RECOMMENDED ACTION

Move to approve the acceptance of the State Fire Marshal Grant application and move to adopt Resolution 24-25-027 for Budget Amendment 24-25-017 to acquire decontamination equipment for Highlands County Fire Rescue.

FISCAL IMPACT

The fiscal impact is an increase to Fund 181 (Fire Assessment) to be appropriated in Cost Center 3217 (Fire Services) Account 55200Z (Operational) in the amount of \$11,350.41 and Account 56400Z (Equipment) in the amount of \$8,575.00 for a combined total of \$19,926.41.

Attachments: [24-25-017 Project 24023 Florida Firefighter Decon Equipment \(BA\).pdf](#)
Attachments: [24-25-017R Project 24023 Florida Firefighter Decon Equipment \(Resolution\).pdf](#)
Attachments: [App.pdf](#)

November 6, 2024

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

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

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

DATE: 10/30/2024

SUBMITTED BY: Roxanna Taylor

FUND(S): 181 FUND TITLE(S): Fire Assessment COST CENTER(S) #: 3217

PROJECT(S) #: 24023 PROJECT TITLE(S): Florida Firefighter Decon Equipment COST CENTER TITLE(S): Fire Assessment
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	181	3217	54900	Other Charges & Obligations		5,448.00		3,985.28	1,462.72
R	181		3342320Z	State Fire Marshall Grant	24023	0.00	15,941.13		15,941.13
E	181	3217	55200Z	Project Operating Supplies	24023	0.00	11,351.41		11,351.41
E	181	3217	56400Z	Project Equipment	24023	0.00	8,575.00		8,575.00
									0.00
									0.00
									0.00
									0.00

REASON: To allocate funding to Project 24023 for awarded grant which includes a 25% match from the county.

OFFICE USE ONLY

OMB RECOMMENDATION:

REQUEST # 24-25-017

TRANSFER TYPE:

____ Approval
____ Denial

ACTION:

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

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

SIGNATURE: _____

DATE: ____ / ____ / ____

Signature: _____

Posted by Clerk: _____

RESOLUTION NO. 24-25-27

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 24-25-017 TO THE FIRE ASSESSMENT 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 Fire Assessment 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 24-25-017 is hereby approved and authorized to appropriate State Fire Marshal Grant awarded funding for Decontamination Equipment to Project #24023 for FY24/25. The fiscal impact is an increase in the amount of \$15,941.13.

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



DEPARTMENT OF FINANCIAL SERVICES
Division of State Fire Marshal

**APPLICATION FOR FIREFIGHTER CANCER
 DECONTAMINATION EQUIPMENT GRANT PROGRAM**

APPLICANT INFORMATION		
Name of Fire Department: Highlands County Fire Rescue		
Name of Person Completing Form: Dustin Fitch		
Physical Address: 4506 Kenilworth Blvd. Sebring 33870		
(Street)	(City)	(Zip)
Mailing Address: 4506 Kenilworth Blvd. Sebring 33870		
(Street)	(City)	(Zip)
EMAIL Address: dfitch@highlandsfl.gov		
County: Highlands		
Fire Department Telephone Number: (863) 402 - 7600		
Name and Telephone Number of the Safety Officer/Representative for follow-up:		
Jason Hernandez (772) 708 - 9077		
Fire Department Identification Number (FDID#): 27051		
Federal Tax Identification Number: 59-6000655		
What Year was Fire Department Established: 2018		
Indicate whether you are a municipality or county, the state, or any political subdivision of the state, including authorities and special districts:		
County		
Indicate the size of the population served: 101,239		
Indicate the number of square miles in your area served: 1,018		

Indicate the number of fire stations within your jurisdiction: 18

Indicate the number of certified firefighter personnel within your fire department listed on the Fire College Department of Insurance Continuing Education (FCDICE) roster:

102

Would decontamination equipment help you achieve the objectives of the Employer Cancer Prevention Best Practices, Rule 69A-62.025, F.A.C.?

☐ No

☒ Yes

Does your agency have post fire on-scene decontamination equipment and related practices on your suppression apparatus?

☐ No

☒ Yes

Do you presently submit fire incident data to the National Fire Incident Reporting Service (NFIRS)?
(Awarding of this grant is conditional on your department submitting fire incident data.)

☐ No

☒ Yes

Do you presently have decontamination equipment that is designed to mitigate exposure to hazardous cancer-causing chemicals? Use additional sheets if necessary.

☐ No

☒ Yes (List type and quantity of equipment and how many fire station and personnel this services)

Extractor 5 18 stations 102 persons

Dryer 5 18 Stations 102 persons

FUNDING INFORMATION

Directions: List the total funding received from ANY taxing authority in your current FISCAL YEAR, or in your current CALENDAR YEAR.

Include any funds and grants received from any local governing authority, County, Town, City, Municipality, Independent Special District, Dependent Special District, Special District, Municipal Service Taxing Unit (MSTU), or Municipal Service Benefit Unit (MSBU).

DO NOT INCLUDE DONATIONS OF ANY TYPE.

- a. Annual Operating Budget: \$ 7,463,540
- b. Total Grants Received \$ _____
- c. Total Funds Received (a.+ b.): \$ 7,463,540

☐ Calendar Year _____

☒ Fiscal Year 2024

Financial need must be documented in the Grant Narrative Section.

REQUESTING FUNDS FOR THE FOLLOWING EQUIPMENT, SUPPLIES, AND EDUCATIONAL TRAINING

For which of the following items are you requesting funds? (Please select ALL that apply.)

☐ **VEHICLE EXHAUST CAPTURE SYSTEMS (compliant with the standards of NFPA 1500 (2018 edition) incorporated by reference in Rule 69A-62.025, F.A.C)**

Please provide the following information in the Grant Narrative section:

- Description of the equipment
- Explanation of how the equipment mitigates exposure to hazardous, cancer-causing chemicals
- Please include any documentation on usage

☒ **PERSONAL PROTECTIVE EQUIPMENT EXTRACTOR UNITS**

Please provide the following information in the Grant Narrative section:

- Description of the equipment
- Explanation of how the equipment mitigates exposure to hazardous, cancer-causing chemicals
- Please include any documentation on usage

☒ **HOODS, GLOVES, OR HELMET EARFLAPS (compliant with the standards of NFPA 1971 (2018 edition) incorporated by reference in Rule 69A-37.060, F.A.C)**

Please provide the following information in the Grant Narrative section:

- Description of the equipment
- Explanation of how the equipment mitigates exposure to hazardous, cancer-causing chemicals
- Please include any documentation on usage

**OTHER EQUIPMENT USED TO MITIGATE EXPOSURE TO HAZARDOUS, CANCER-CAUSING CHEMICALS**Please provide the following information in the Grant Narrative section:

- Description of the equipment
- Explanation of how the equipment mitigates exposure to hazardous, cancer-causing chemicals
- Please include any documentation on usage

**SUPPLIES USED TO MITIGATE EXPOSURE TO HAZARDOUS, CANCER-CAUSING CHEMICALS**Please provide the following information in the Grant Narrative section:

- Description of the supplies
- Explanation of how the supplies mitigate exposure to hazardous, cancer-causing chemicals
- Please include any documentation on usage

**EDUCATIONAL TRAINING**Please provide the following information in the Grant Narrative section:

- Description of educational training
- Explanation of how training contributes to decreasing exposure to hazardous, cancer-causing chemicals

If future grant funding is allocated to the Division of State Fire Marshal to mitigate exposure to hazardous, cancer-causing chemicals and to protect the health and safety of Florida Firefighters, what type of items would you be interested in obtaining? (Optional)

1. Ventilation Systems _____
2. Retrofit Grants for Storage of Gear _____
3. _____
4. _____
5. _____

MATCHING FUNDS: LEVEL OF NONSTATE MATCHING FUNDS, MINIMUM OF 25% OF NONSTATE FUNDING

Percentage of matching funds: 25 %

Please attach documentation indicating the source of the matching funds.

GRANT NARRATIVE (use additional sheets if necessary)

Directions:

Please contact the State Fire Marshal if you have any questions: firegrantquestion@myfloridacfo.com

Provide the required information for your grant request here. Include any additional information you feel is important to your grant request. This narrative must demonstrate the financial need of the department.

Please See Attached Form

Provide an itemized list and costs of requested items:

Saber Structural Firefighting Gloves 102 pairs \$70.96 ea. Total Cost Request \$7,238.00

Small & Medium 20 pairs

Large & Extra Large 82 pairs

Express Soft Mount Extractor 35 lb. Capacity Total Cost \$8,703.13

Total Cost \$15,941.13

25% Agency Match \$3985.28

Funding Request \$11,955.85

AUTHORIZATION TO SUBMIT GRANT REQUEST

To be completed by the **Fire Chief or Fire Service Agency Head** of the municipality or county, the state, or any political subdivision of the state, including authorities and special districts, employing firefighters or utilizing firefighters to provide fire extinguishment or fire prevention services for the protection of life and property.

NOTE: Administration of resources awarded by the Department to the recipient may be subject to audits and/or monitoring by the Department.

Person Submitting Request: Duppenthaler James

(Last Name)

(First Name)

Mailing Address: 4506 Kenilworth Blvd. Sebring 33870

(Street)

(City)

(Zip)

Email Address: jduppenthaler@highlandsfl.gov

Telephone Number: 863-402-7650

Duppenthaler James Interim Fire Chief

Printed Name (Last) (First) (Title)

J. Kelly Duppenthaler

7/23/2024

Signature

(Date)

dfs-k4-2300-cancer-decontam-grant-appf7d239b3ac4447d5804517a135d52fc5

Final Audit Report

2024-07-23

Created:	2024-07-23
By:	Dustin Fitch (dfitch@highlandsfl.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAATC_sL_O5lrNoJuNL9uWXrITTM0Ano-pF

"dfs-k4-2300-cancer-decontam-grant-appf7d239b3ac4447d5804517a135d52fc5" History



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Signature Date: 2024-07-23 - 6:22:53 PM GMT - Time Source: server



Agreement completed.

2024-07-23 - 6:22:53 PM GMT



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**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: December 3, 2024

PRESENTER: Dustin Fitch, Deputy Chief

SUBJECT/TITLE: Request acceptance of the State Fire Marshal Grant application and request adoption of Resolution 24-25-026 for Budget Amendment 24-25-016.

STATEMENT OF ISSUE

The grant will allow Fire Services to purchase 5 sets of PPE.

RECOMMENDED ACTION

Move to accept the State Fire Marshal Grant application and move to adopt Resolution 24-25-026 for Budget Amendment 24-25-016.

FISCAL IMPACT

The fiscal impact is an increase to Fund 181 (Fire Services) to be appropriated in Cost Center 3217 (Fire Assessment)), Account 55200Z (Operational) in the amount of \$26,745.10.

Attachments: [App.pdf](#)

Attachments: [24-25-016R Project 24024 Florida Firefighter Assistance Grant \(Resolution\).pdf](#)

Attachments: [24-25-016 Project 24024 Florida Firefighter Assistance Grant \(BA\).pdf](#)



DEPARTMENT OF FINANCIAL SERVICES
Division of State Fire Marshal

APPLICATION FOR FIREFIGHTER ASSISTANCE GRANT PROGRAM

FIRE DEPARTMENT INFORMATION

Name of Fire Department: Highlands County Fire Rescue

Name of Person Completing Form: Dustin Fitch

Physical Address: 4506 Kenilworth Blvd. Sebring 33870

(Street)

(City)

(Zip)

Mailing Address: 4506 Kenilworth Blvd. Sebring 33870

(Street)

(City)

(Zip)

EMAIL Address: dfitch@highlandsfl.gov

County: Highlands

Fire Department Telephone Number: 863-402-7600

Fire Department FAX Number: 863-402-7404

Fire Department Identification Number (FDID#): 27051

Federal Tax Identification Number: 59-6000655

What Year was Fire Department Established: 2018

STAFFING INFORMATION

(A)	<u>Total Number of Certified Volunteer Firefighters:</u>	40
(B)	<u>Total Number of Firefighters with a Certificate of Compliance:</u>	102
(C)	<u>Total Number of Other Members:</u> (Not Certified as Volunteer or Career Firefighters)	39
(A + B + C)	<u>Total Number of Persons in Your Fire Department:</u>	181

RESPONSE AREA INFORMATION

What are the Square Miles of Your Response Area?: 1,018
 (Do Not Include Mutual Aid Response Area)

What is the Population of Your Response Area?: 101,239
 (Do Not Include Mutual Aid Response Area)

FUNDING INFORMATION

Directions: List the total funding received from ANY taxing authority in your current FISCAL YEAR, or in your current CALENDAR YEAR.

Include any funds and grants received from any local governing authority, County, Town, City, Municipality, Independent Special District, Dependent Special District, Special District, Municipal Service Taxing Unit (MSTU), or Municipal Service Benefit Unit (MSBU).

DO NOT INCLUDE DONATIONS OF ANY TYPE.

Total Funds Received: \$ 7,463,540 Total Grants Received \$

☐ Calendar Year

☒ Fiscal Year 2024

REQUESTED ASSISTANCE

Which of the following items are you requesting? (Please select ALL that apply)

☐ **I AM REQUESTING A GRANT TO TRAIN PERSONS TO BECOME VOLUNTEER FIREFIGHTERS**

Please provide the following information in the narrative section:

- The NUMBER of proposed students to be trained.
- The proposed DATES that the volunteer firefighter practical skill training will be conducted.
- The NAME of each instructor(s) that will be conducting the training.
- The INSTRUCTOR ID number of each instructor(s) that will be conducting the training.
- The LOCATION where the training will occur.
- The LOCATION where the live fire training will occur.

☒ **I AM REQUESTING A GRANT TO RECEIVE PERSONAL PROTECTIVE EQUIPMENT (PPE)**

Please provide the following information in the narrative section:

- The NAME of each person(s) who will be assigned the PPE.
- The FCDICE number of each person(s) who will be assigned the PPE.
- The INVENTORY of all PPE currently in use by your fire department to include:
 - Manufacturer of PPE.
 - Date each set of PPE was made, or age of each PPE set.

What percentage of your firefighters are equipped with personal protective equipment (PPE)?

☐ 0% ☐ 1-25% ☐ 26-50% ☐ 51-75% ☐ 76-99% ☒ 100%

What percentage of your firefighters personal protective equipment (PPE) is at least ten (10) years old?

☐ 0% ☐ 1-25% ☒ 26-50% ☐ 51-75% ☐ 76-99% ☐ 100%

**I AM REQUESTING A GRANT TO RECEIVE SELF-CONTAINED BREATHING APPARATUS (SCBA)**Please provide the following information in the narrative section:

- List each fire apparatus in your department.
- Include the type, year, and model of each fire apparatus.
- Include the number of seated riding positions for each fire apparatus.
- The INVENTORY of all SCBA currently in use by your fire department to include:
 - Manufacturer of SCBA.
 - Date each SCBA unit was made, or age of SCBA unit.

What percentage of your firefighters on an emergency response can be equipped with SCBA?

☐	0%	☐	1-25%	☐	26-50%	☐	51-75%	☐	76-99%	☒	100%
--------------------------	----	--------------------------	-------	--------------------------	--------	--------------------------	--------	--------------------------	--------	-------------------------------------	------

What percentage of your SCBA are at least ten (10) years old?

☐	0%	☐	1-25%	☐	26-50%	☐	51-75%	☒	76-99%	☐	100%
--------------------------	----	--------------------------	-------	--------------------------	--------	--------------------------	--------	-------------------------------------	--------	--------------------------	------

**I AM REQUESTING A GRANT TO SUBSIDIZE THE COST SHARE OF AN ASSISTANCE TO FIREFIGHTERS GRANT (AFG) TO OBTAIN A NEW PUMPER FIRE APPARATUS**Please provide the following information from your FEMA AFG Summary Award Notification in the narrative section:

- Name of grantee.
- Amount awarded.
- Description of award and type of vehicle.
- Grantee share of cost.
- Period of grant performance.

**I AM REQUESTING A GRANT TO PURCHASE A NEW OR REFURBISHED PUMPER FIRE APPARATUS**Please attach an inventory list of ALL apparatus owned and available for use by your department. For each fire apparatus list the following information in the narrative section:

- Manufacturer and model of each apparatus.
- Year each apparatus was manufactured.
- Number of miles on each apparatus.
- Current engine hours on each apparatus if equipped with an engine hour meter.

Please attach photos (four sides) of all apparatus owned and available for use by your department.

Enter the number of each type of apparatus that is owned and available for use by your fire department?

Age (Years)	Engines / Pumpers		Ladders / Aerials		Tankers / Tenders	
	In Service	Reserve	Inservice	Reserve	Inservice	Reserve
0 - 14						
15 - 19						
20 - 29						
30 or more						

☐	I AM REQUESTING A GRANT TO RECEIVE AN ENVIRONMENTAL MONITOR ☐ Stand-alone Thermal Imager; or ☐ Gas Monitor Please provide the following information in the <u>narrative section</u>: - List each fire apparatus in your department. - Include the type, year, and model of each fire apparatus. - Include the number of seated riding positions for <u>each</u> fire apparatus. Does your department currently have a thermal imager or gas monitor? ☐ YES ☐ NO If yes, please provide the following information in <u>narrative section</u>: - List of each environmental monitor in inventory. - Include manufacturer, model, and year of each environmental monitor.
☐	I AM REQUESTING A GRANT TO RECEIVE A POWERED RESCUE TOOL Please provide the following information in the <u>narrative section</u>: - List each fire apparatus in your department. - Include the type, year, and model, of each fire apparatus. - Include the number of seated riding positions for <u>each</u> fire apparatus. Does your department currently have a powered rescue tool? ☐ YES ☐ NO If yes, please provide the following information in the <u>narrative section</u>: - List of each type of powered rescue tool in inventory. - Include manufacturer, model, and year of each type of powered rescue tool.
☐	I AM REQUESTING A GRANT TO RECEIVE WILDLAND FIRE FIGHTING AND URBAN INTERFACE FIRE FIGHTING (WFUIF) PROTECTIVE CLOTHING AND EQUIPMENT Please provide the following information in the <u>narrative section</u>: - The NAME of each person(s) who will be assigned the WFUIF Protective Clothing and Equipment. - The FCDICE number of each person(s) who will be assigned WFUIF Protective Clothing and Equipment. - The INVENTORY of all WFUIF Protective Clothing and Equipment currently in use by your fire department to include: - Manufacturer of WFUIF Protective Clothing and Equipment. - Date each set of WFUIF Protective Clothing and Equipment was made, or age of each WFUIF Protective Clothing and Equipment set.
What percentage of your firefighters are equipped with WFUIF Protective Clothing and Equipment? ☐ 0% ☐ 1–25% ☐ 26–50% ☐ 51–75% ☐ 76–99% ☐ 100% What percentage of your firefighters WFUIF Protective Clothing and Equipment is at least ten (10) years old? ☐ 0% ☐ 1–25% ☐ 26–50% ☐ 51–75% ☐ 76–99% ☐ 100%	

GRANT NARRATIVE (Use additional sheets if necessary)

Directions:

Please contact the State Fire Marshal if you have any questions: firegrantquestion@myfloridacfo.com

Please provide required information for your grant request here. Include any additional information you feel is important to your grant request. This narrative **must** demonstrate the financial need of the department.

For additional guidance, please refer to Grant Narrative Self-Evaluation Guide at https://www.myfloridacfo.com/docs-sf/state-fire-marshal-libraries/sfm-documents/volff/firefighter-assistance-grant-program-self-evaluation-guide.pdf?sfvrsn=a1fc98e7_2.

Please See Attached Form

Provide an itemized list and costs of requested items:

Please See Attached Quotes

AUTHORIZATION TO SUBMIT GRANT REQUEST

To be completed by the **Fire Chief or Fire Service Agency Head** of the municipality or county, the state, or any political subdivision of the state, including authorities and special districts, employing firefighters or utilizing volunteer firefighters to provide fire extinguishment or fire prevention services for the protection of life and property. The term "fire service provider" includes any organization under contract or other agreement with such entity to provide such services.

Note: Administration of resources awarded by the Department to the recipient may be subject to audits and/or monitoring by the Department.

Person Submitting Request: Duppenthaler James

(Last Name)

(First Name)

Mailing Address: 4506 Kenilworth Blvd. Sebring

33870

(Street)

(City)

(Zip)

EMAIL Address: jduppenthaler@highlandsfl.gov

Telephone Number: 863-402-7650

FAX Number: 863-402-7404

I attest that the information contained in this application is accurate, and that I am authorized to submit this grant request on behalf of the local governing authority, County, Town, City, Municipality, Independent Special District, Independent Special District, Special District, Municipal Service Taxing Unit (MSTU), or Municipal Service Benefit Unit (MSBU)

Duppenthaler

James

Interim Fire Chief

Printed Name

(Last)

(First)

(Title)

J. Kelly Duppenthaler

7/26/2024

Signature

(Date)

dfs-k4-2174

Final Audit Report

2024-07-26

Created:	2024-07-26
By:	Dustin Fitch (dfitch@highlandsfl.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAcFgwQjHVjjq_Hqf028jrCQpqlu_R9Nup

"dfs-k4-2174" History



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2024-07-26 - 12:44:57 PM GMT



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Agreement completed.

2024-07-26 - 12:48:12 PM GMT



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RESOLUTION NO. 24-25-26

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 24-25-016 TO THE FIRE ASSESSMENT 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 Fire Assessment 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 24-25-016 is hereby approved and authorized to appropriate State Fire Marshal Grant awarded funding for Five (5) sets of PPE to Project #24024 for FY24/25. The fiscal impact is an increase in the amount of \$26,745.10.

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

November 6, 2024

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

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

DATE: 10/30/2024

SUBMITTED BY: Roxanna Taylor

FUND(S): 181 FUND TITLE(S): Fire Assessment COST CENTER(S) #: 3217

PROJECT(S) #: 24024 PROJECT TITLE(S): Florida Firefighter Assistance Grant COST CENTER TITLE(S): Fire Assessment

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	181		3342320Z	State Fire Marshall Grant	24024	0.00	26,745.10		26,745.10
E	181	3217	55200Z	Project Operating Supp	24024	0.00	26,745.10		26,745.10
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: To allocate funding to Project 24024 for awarded grant.

OFFICE USE ONLY

OMB RECOMMENDATION:

REQUEST # 24-25-016

TRANSFER TYPE:

Approval
Denial

ACTION:
Board Approved Denied
County Administrator Approved Denied

ITEM TO ITEM
RESERVE
XX BY RESOLUTION
SUPPLEMENTAL BUDGET

SIGNATURE: _____

DATE: ____ / ____ / ____

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: December 3, 2024

PRESENTER: Mitchell D. Thomas, P.E., Assistant County Engineer - Stormwater

SUBJECT/TITLE: Request to approve Professional Services Amendment 2 for Water Quality and Drainage Studies focus on three areas throughout the County to identify opportunities to improve both water quality and flood control.

STATEMENT OF ISSUE

On April 5, 2022, The HCBCC approved receipt of a Florida Water Pollution Control Financing Corporation Clean Water State Revolving Fund (SRF) Planning Loan in the amount of \$1,750,000. On February 21, 2023, HCBCC approved Professional Services Agreements with Geosyntec Consultants Inc. (fee \$542,516.00) Kimley-Horn and Associates (KHA) (fee of \$805,430.00) for Water Quality and Drainage Studies. KHA were assigned the following study areas: Avon Park Estates, Spring Lake, Lake Haven Estates (Jack Creek Watershed), and Orange Blossom Estates (Jack Creek Watershed). After consulting with FDEP, it was determined Spring Lake doesn't meet the Water Quality and Drainage Study requirements for SRF. This amendment is to remove Spring Lake and expand the Orange Blossom study area to obtain flooding and water quality information prior to discharging into Lake Josephine. The fee associated with the expanded area is offset with the removal of the Spring Lake scope of work.

RECOMMENDED ACTION

Request to approve Professional Services Amendment 2 for Water Quality and Drainage Studies focus on three areas throughout the County to identify opportunities to improve both water quality and flood control.

FISCAL IMPACT

There is no fiscal impact.

Attachments: [Amendment 2 - KimleyHorn.Water-Drainage Studies.Clean.SGS.pdf](#)

**AMENDMENT 2 TO THE AGREEMENT BETWEEN
HIGHLANDS COUNTY AND
KIMLEY-HORN & ASSOCIATES, INC.**

THIS AMENDMENT 2 is made by and between Highlands County, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as the COUNTY and Kimley-Horn & Associates, Inc., 421 Fayetteville Street, Suite 600, Raleigh, North Carolina, 27601 hereinafter referred to as the “CONTRACTOR”.

WITNESSETH:

WHEREAS, on February 21, 2023, the COUNTY and the CONTRACTOR entered into an Agreement for Water Quality and Drainage Study Services, which was amended on December, 19, 2023 (hereinafter collectively referred to as “Agreement”); and

WHEREAS, the County has determined that it is in its best interest to further amend the Agreement.

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

1. Section 2, Term, is hereby amended to extend the term of the Agreement for one year from the date of execution. There are two additional renewal periods of one year each permitted in accordance with the Agreement.

2. Section 3, Scope of Services, is hereby amended to include and remove tasks as set forth in **Exhibit “A-2,”** attached hereto. There is no additional cost associated with the revisions to the Scope of Services as set forth herein.

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

[Signatures on following page]

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

HIGHLANDS COUNTY

Chairman

ATTEST:

Jerome Kaszubowski, Clerk

CONTRACTOR

By:

Kellie Clark

Print:

Kellie Clark

Title:

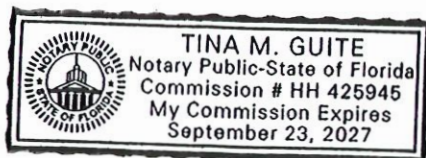
Vice President

STATE OF
COUNTY OF

FLORIDA
LEE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or [] online notarization of Kellie Clark, as Vice President, of Kimley-Horn and Associates, Inc., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced _____ as identification, and who did did not take an oath this 18th day of November, 2024.

(stamp)



Tina M. Guite

NOTARY PUBLIC

Exhibit “A-2”

Project Understanding

- Highlands County (“County”) has asked Kimley-Horn and Associates, Inc. (“Consultant”) to expand the area of the existing conditions model created as part of the Water Quality and Drainage Study (“WQDS”) agreement between the County and Consultant.
- The area of expansion, referred to as Wolf Creek, consists of an area east of Wolf Lake and north of Lake Josephine, roughly shown in Attachment A below. This area is directly adjacent to the Orange Blossom portion of the current WQDS area.
- This amendment includes removing the tasks associated with the Spring Lake area in the existing scope of services.

Scope of Services

Kimley-Horn will perform the following scope of services.

Task 1 – Wolf Creek Model Expansion

A. Initial Data Collection and Desktop Review

- a. The Consultant will coordinate with the County and Southwest Florida Water Management District (“SWFWMD”) to identify and obtain available data concerning the existing drainage/stormwater management systems within the study area. This data will include existing reports/studies, roadway drainage plans, topographic data, any available regional models, NRCS soils, land use, gauge data, NEXRAD data, and past flooding documentation as available.
- b. The Consultant will review the initial data gathered, as well as review the existing model area in Google Street View. As part of this task, the Consultant will delineate preliminary refined basins adding additional detail to basin boundaries and additional basin breaks in areas where additional detail of model development as needed. These preliminary basins will be used to develop the model scale for the study area to help identify any additional data needed for model refinement. The model scale will both defining existing conditions and will be consistent with the existing model built. The Consultant will identify data gaps and locations where field data needs to be collected to obtain the information needed to perform the model refinement under Subtask 1.B.
- c. Based on the available data, the Consultant will identify the primary and secondary drainage systems and intended direction of flow.
- d. The Consultant will update the Data Collection Deliverable previously provided to the County to include the new project area. Upon completion of the updated Data Collection Deliverable, the County shall review the map and verify if there is any additional information that was not provided during the data collection period that may affect the model features or scale.

B. Field Visit

- a. Within the areas of anticipated model refinement, the Consultant will visit the field to verify general drainage patterns and drainage structures to be modeled. The Consultant will photograph and document the size and material of the accessible major conveyance stormwater structures. It is anticipated that areas that have already been

visited in past studies or are already to the desired level of detail will be visited only to understand general drainage patterns and structures will not be visited. This total subtask is limited to 3 days of field work.

C. County Survey and Coordination

- a. It is anticipated the County will perform all surveying services. The Consultant will coordinate with the County to identify survey needs and provide requested information to the surveyor. It is anticipated that survey needs will be identified for some areas ahead of others.

D. Existing Conditions Model

- a. The Consultant will update the existing conditions 1D ICPR4 model created for the Lake Haven and Orange Blossom study areas with the refined basins created in task 1.B for the Wolf Creek Model Area. The updated model area will be developed based on the following approach:
 - i. The Consultant will assign DCIA and impervious percentages based on land use types (land use will be obtained from the water management district).
 - ii. Overland weirs will be developed based on the available DEM.
 - iii. Stage-storage relationships will be developed using the available DEM.
 - iv. Pipes, control structures, and channels (ditches) in the study area will be modeled based on the provided survey data and any other available data (as-built or survey data or based on engineering judgement/assumptions when survey or as-built data is not available). It is anticipated that this task will not be able to be completed until the County provides the requested survey data.
 - v. Rainfall depths will be based on SWFWMD Basis of Review isohyetal maps as published at the time of notice to proceed.
- b. The Consultant will generate level-pool floodplains for the 2.33-year 24-hour, 10-year 24-hour, 25-year 24-hour, 100-year 24-hour, and 500-year storm events design storm events, as well as the calibration event chosen for the Orange Blossom/Lake Haven model. This amends the original contract to exclude the 50-year 24-hour storm event from all tasks. The Consultant may refine the model based on this review for up to a total of 40 hours. If additional effort is required to calibrate the model, it can be done as an additional service.

Task 2 - Updates to Remaining Tasks

- A. The Wolf Creek Model Area created in Task 1 will be incorporated in all remaining tasks from the original Water Quality and Drainage Study Project Agreement. This includes the following tasks:
 - a. Alternatives Analysis
 - b. Alternatives Water Quality Analysis
 - c. Buildout Conditions Model
 - d. Alternatives Analysis (Buildout Conditions)
 - e. Benefit-Cost Analysis
 - f. Final Report and Recommendation

Task 3 - Project Management and Administration

- A. It is anticipated that this amendment will extend the project schedule by 2 months. Kimley-Horn will continue to perform project management tasks including progress meetings during this extended project time.

Kimley-Horn will no longer perform the Task 7 – Spring Lake Model and Analysis Review from the original contract agreement.

Task 4 -

- A. Survey budget remains under Amendment#1. This task will amend Task 5 of Amendment #1 to allow collecting survey in the Wolf Creek Study area. This task will not cover all survey needed for Wolf Creek Expansion, all survey needed in excess of the remaining budget from Amendment #1 will be conducted by the County or under a separate amendment.

Schedule

This amendment will extend the project schedule end date to December 2025.

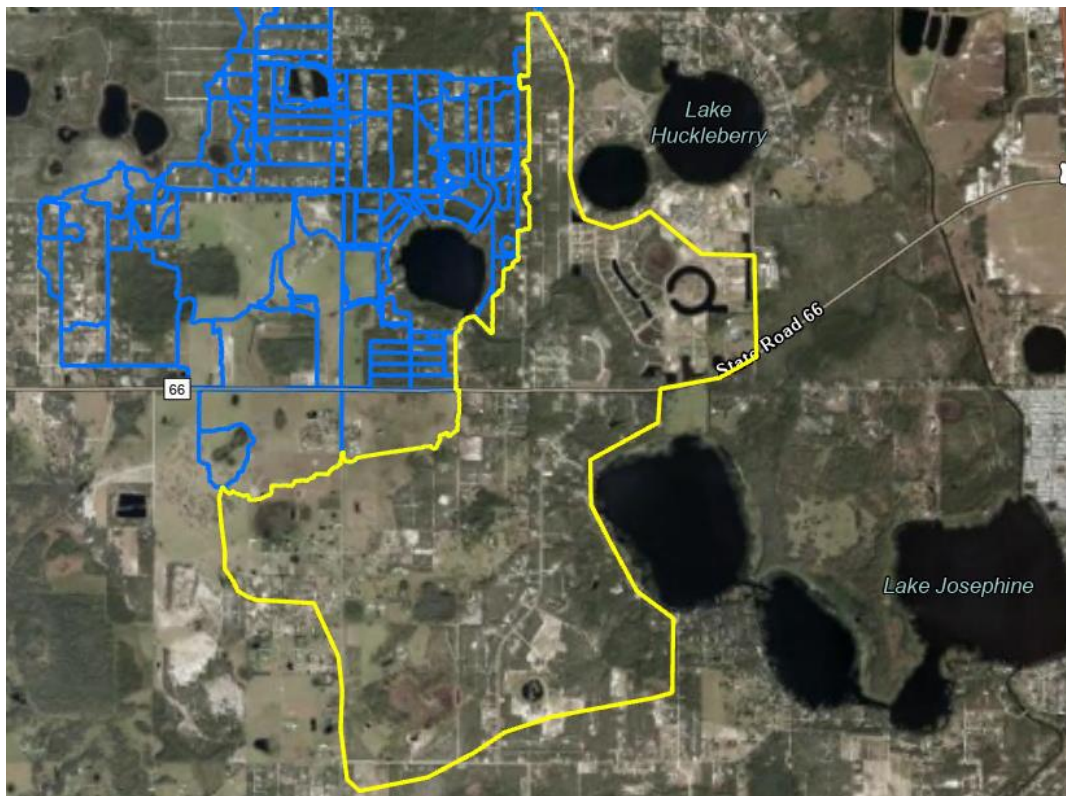
Fee

Kimley-Horn will perform the services in Tasks 1-3 for the total lump sum fee below. Individual task amounts are informational only.

Task No.	Task Name	Fee
1	Wolf Creek Model Expansion	\$77,110
2	Updates to Remaining Tasks	\$18,500
3	Project Management and Administration	\$3,000
4		Under Amendment #1
	Subtotal	\$98,610
7	Spring Lake Model and Analysis Review (No Longer Included)	-\$98,610
	Total	\$0

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed.

Attachment A: Model Area Extents



**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: December 3, 2024

PRESENTER: Laurie Hurner, County Administrator

SUBJECT/TITLE: Request approval of the agreement between Accenture LLP and Highlands County.

STATEMENT OF ISSUE

Accenture LLP {formerly Anser Advisory Consulting LLC (Anser)} will continue to provide Grant Management Services to Highlands County for the American Rescue Plan Act (ARPA) quarterly reporting to the Department of Treasury.

RECOMMENDED ACTION

Move to approve the agreement between Accenture LLP and Highlands County.

FISCAL IMPACT

Budget exists in FY 24/25 in the amount of \$50,000 from ARPA Project # 20056.

Attachments: [Accenture LLP Piggyback Agreement.pdf](#)

AGREEMENT

THIS AGREEMENT is made by and between the BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as the "COUNTY", and ACCENTURE LLP, 3800 Esplanade Way Suite 100, Tallahassee, Florida 32311, hereinafter referred to as the "CONSULTANT".

WITNESSETH:

WHEREAS, the COUNTY has determined that it is in its best interest to utilize that Agreement between the State of Florida, Department of Management Services and the CONSULTANT, dated March 1, 2021, which was competitively solicited for and negotiated by the State of Florida through RFP No. 06-80101500-20-1, together with Contract Amendment No.: 1, dated August 15, 2021, Contract Amendment No.: 2, dated September 13, 2023, Contract Amendment No.: 3, dated July 11, 2024, and Contract Amendment No.: 4, dated October 18, 2024, attached hereto as **Composite Exhibit "A,"** made a binding part hereof by this reference, and collectively referred to hereinafter as "Cooperative Contract;" and,

WHEREAS, the CONSULTANT has exhibited by its response to the solicitation and the Cooperative Contract that it is capable of providing the services required by the COUNTY.

NOW, THEREFORE, in consideration of the mutual covenants, terms and provisions contained herein, the parties agree as follows:

SECTION 1. TERM.

The term of this Agreement shall begin retroactively back to March 1, 2024, and shall extend through April 1, 2027, subject to annual fund availability.

SECTION 2. SERVICES AND COMPENSATION.

The CONSULTANT will provide services to the COUNTY and compensation therefor as set forth in **Exhibit "B,"** attached hereto.

SECTION 3. CONTRACT PROVISIONS.

The parties hereto agree to be bound by all of the terms and conditions of the Cooperative Contract unless otherwise modified or specified herein.

SECTION 4. NOTICE.

The parties hereto agree and understand that written notice, mailed, emailed 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 with copy by electronic mail:

COUNTY: Highlands County
Attn: County Administration
600 South Commerce Avenue
Sebring, Florida 33870

Copy to: Highlands County
Attn: County Attorney
600 South Commerce Avenue
Sebring, Florida 33870

CONSULTANT: Accenture LLP
3800 Esplanade Way Suite 100
Tallahassee, Florida 32311

SECTION 5. APPLICABLE LAW, VENUE, JURY TRIAL.

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

SECTION 6. 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 7. CONFLICT.

To the extent of any conflict between this Agreement or a COUNTY issued Purchase Order related to this Agreement and the terms and conditions of Exhibit A attached hereto or any other CONSULTANT issued invoice or the like, the terms and conditions of this agreement or of any COUNTY issued Purchase Order shall prevail.

SECTION 8. FUND AVAILABILITY AND USE OF CONSULTANT.

Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the COUNTY. In its sole discretion, the COUNTY reserves the right to forego the use of the CONSULTANT for any project which may fall within the scope of services listed herein.

SECTION 9. 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 10. 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 11. INDEMNIFICATION.

The CONSULTANT agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, caused by the acts and/or omissions of the CONSULTANT, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. The CONSULTANT agrees to indemnify, defend and hold the COUNTY harmless for any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the CONSULTANT, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any appeals. Said indemnification, defense, and hold harmless actions SHALL NOT be limited by any required insurance coverage amounts and shall survive termination or natural expiration of this Agreement.

SECTION 12. 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 three 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 three-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 its findings in this audit without regard to the termination provision set forth herein.

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: GLORIA RYBINSKI
600 SOUTH COMMERCE AVENUE
SEBRING, FLORIDA
(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 for the scope of this Agreement.
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 allowed by law.
3. Ensure that any public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the contract if the CONSULTANT does not transfer the records to the COUNTY.
4. Upon completion of this contract, transfer, at no cost, to the COUNTY all public records in the CONSULTANT'S possession or keep and maintain the public records as required by the COUNTY. If the CONSULTANT transfers all public records to the COUNTY upon completion of this 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, in a format that is compatible with the information technology systems of the COUNTY.

SECTION 14. 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 subcontractors performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subcontractor shall provide an affidavit to the CONSULTANT stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the 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 that 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 15. 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 16. TERMINATION.

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

SECTION 17. 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 18. 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.

Signatures on Following Page

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective this _____ day of _____, 2024.

HIGHLANDS COUNTY

Arlene Tuck, Chairwoman

ATTEST:

Jerome Kaszubowski, Clerk

CONSULTANT

DocuSigned by:
Shireen Sackreiter
FBC180F62E25405

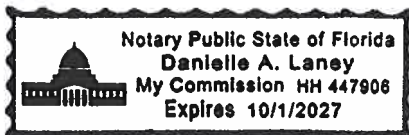
Print: Shireen Sackreiter

Title: Managing Director

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of ☒ physical presence or [] online notarization of Shireen Sackreiter, as Managing Director, of Accenture LLP, 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 26th day of November, 2024.

(stamp)



Danielle A. Laney
NOTARY PUBLIC

Composite Exhibit "A"
Cooperative Contract and Amendments
between the The State of Florida and
Accenture LLP



**State Term Contract 80101500-20-1
For
Management Consulting Services**

This Contract is between the State of Florida, Department of Management Services (Department), an agency of the State of Florida and **ACCENTURE LLP** (Contractor), collectively referred to herein as the “Parties.”

Accordingly, the Parties agree as follows:

I. Initial Contract Term.

The Initial Contract Term shall be for three years. The Initial Contract Term shall begin on March 1, 2021 or the date of the last signature on this Contract, whichever occurs later. The Contract shall expire on February 29, 2024 unless terminated earlier in accordance with the incorporated Special Contract Conditions.

II. Renewal Term.

Upon mutual written agreement, the Parties may renew this Contract, in whole or in part, for a Renewal Term not to exceed the Initial Contract Term, pursuant to the incorporated Special Contract Conditions.

III. Contract.

As used in this document, “Contract” (whether or not capitalized) shall, unless the context requires otherwise, include this document and all incorporated Attachments, which set forth the entire understanding of the Parties and supersedes all prior agreements. All modifications to this Contract must be in writing and signed by all Parties.

All Attachments listed below are incorporated in their entirety into, and form part of, this Contract. The Contract Attachments shall have priority in the order listed:

- a) Special Contract Conditions, Contract Attachment B
- b) Vendor’s submitted Cost Proposal, Contract Attachment A
- c) Customer Contract or Purchase Order(s)
- d) Vendor’s submitted Technical Proposal, Contract Attachment C
- e) Authorized Services List, Contract Attachment D
- f) Contractor Information Form, Contract Attachment E
- g) No Offshoring, Contract Attachment F
- h) Subcontracting, Contract Attachment G

IV. Statement of Work.

- a) Scope of Services.
The Contractor will provide Management Consulting Services (MCS). This includes the

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provision of expert advice, assistance, guidance, or counseling in support of Customer's mission-oriented business functions, and may also include studies, analyses, and reports supporting any proposed developmental, consultative, or implementation efforts. Services are provided on an as-needed basis, with no guaranteed or minimum spend.

In order to purchase services under this Contract, Customers will issue Requests for Quotes (RFQs) to contractors available under the Management Consulting Services State Term Contract (see section IV. f), Request for Quote(s) Requirement, below, for more specifics on this requirement), which will include a Customer-specific Statement of Work ("Customer SOW") detailing the specific services or projects to be performed by the selected contractor, which will also be set forth in the contract or MyFloridaMarketPlace purchase order (collectively referred to as a "PO") between the Customer and selected contractor.

b) Pricing.

The attached Cost Proposal, Contract Attachment A, provides maximum hourly rates for services. In lieu of hourly pricing, Customers may request project-based pricing to accomplish goals and tasks that include more complex requirements. Customers who choose to use a project-based pricing model are not exempt from the requirements listed in section IV. f), Request for Quote(s) Requirement, and must negotiate all pricing, fees and related expenses associated with the completion of each task and deliverable with the selected contractor. Project-based pricing should be fully detailed in the Customer SOW. The project-based pricing is intended to provide predictability and a discount to Customers relative to the maximum hourly rates. Under no circumstance may a project-based price be permitted to be greater than the hourly rates.

c) Job Titles and Duties.

The following sections describe the responsibilities of the personnel provided by the Contractor, in accordance with the terms of the Contract, who are used to provide Customers with services pursuant to the Customer SOW set forth in the Customer's PO (Customers may supplement these duties in their Customer SOWs provided the duties do not exceed or conflict with this Statement of Work).

1. *Principal Consultant:* A minimum of ten (10) years' experience in duties associated with MCS is required for Principal Consultant positions. The functional responsibilities of this position may include, but are not limited to:

- Providing executive-level consultation services to the Customer
- Providing senior-level interface with the Customer and managing daily operations
- Ensuring the timely performance and completion of all obligations under the PO
- Organizing and directing the overall performance of the Customer PO
- Possessing the authority to make binding decisions on behalf of the Contractor
- Formulating organizational strategy and directing major strategic initiatives
- Ensuring that goals and objectives are accomplished within budgetary parameters
- Developing and maintaining Customer relationships
- Assisting on large, complex or multi-discipline engagements

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- Allocating financial and human resources and material assets
 - Formulating and enforcing work standards
 - Participating in the design phase of tasks and ensuring their successful execution
2. *Senior Consultant:* A minimum of ten (10) years' experience in duties associated with MCS is required for Senior Consultant positions. The functional responsibilities of this position may include, but are not limited to:
- Managing the day-to-day operations
 - Ensuring the quality and timely completion of projects or services
 - Providing technical and subject matter expertise in fulfillment of Customer SOWs
 - Participating as a senior team member providing high-level consulting services
 - Planning, organizing, and executing tasks in successful delivery of projects or services
 - Developing and defining strategic visions
 - Planning, directing, controlling, scheduling, coordinating, and organizing management of tasks
 - Providing Customer interface in fulfillment of Customer SOWs
 - Possessing authority and responsibility for the execution of Customer SOWs
 - Planning, organizing, and overseeing all subordinate work efforts
 - Ensuring quality standards and work performance on Customer SOWs
 - Organizing, directing, and managing support services
3. *Consultant:* A minimum of five (5) years' experience in duties associated with MCS is required for Consultant positions. The functional responsibilities of this position may include, but are not limited to:
- Applying administrative, consultative, and technical expertise in fulfillment of Customer SOWs
 - Planning, organizing, executing, and controlling project tasks in successful delivery of projects or services
 - Interfacing with Customer on a day-to-day basis to ensure timely delivery of project or services
 - Applying a broad set of management skills and technical expertise as a project leader
 - Providing solutions through analysis
 - Directing subordinates in the completion of tasks orders
 - Organizing, directing, and managing support services
 - Assigning tasks and overseeing projects or other services under the Customer SOWs
 - Directing activities in fulfillment of Customer SOWs
 - Training Customer personnel through formal classroom courses, workshops. or seminars
4. *Junior Consultant:* A minimum of three (3) years' experience in duties associated with MCS is required for Junior Consultant positions. The functional responsibilities of this position may include, but are not limited to:

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- Applying a broad set of subject matter and technical expertise
- Directing projects or services under the Customer SOWs within estimated timeframes and budget constraints
- Organizing, directing, and managing support services
- Serving as a member of a team performing mid-level assignments
- Providing solutions through analysis
- Conducting Customer training through formal classroom courses, workshops, and seminars

5. *Program and Administrative Support:* The functional responsibilities of this position may include, but are not limited to:

- Coordinating and providing administrative support services to Contractor staff and Customer
- Supporting the provision of services or production of project deliverables and performing administrative functions required to complete tasks
- Providing graphics and editorial support services and desktop publishing services
- Maintaining version control of project documents
- Providing direct support to consulting staff, including supporting the development of all deliverables

d) Anticipated Preferences.

The following contains anticipated Customer-specific preferences of Contractor and its personnel in providing Customer-specific services or projects pursuant to the Customer SOWs, as set forth in the Customer POs. Customers may request in their RFQs that the Contractor conform with the Customer-specific preferences including, but not limited to, the following:

- Knowledge of government business practices, which is inclusive of Federal and State of Florida practices.
- Experience providing consultative support, including drafting studies, analyses, and reports to Federal or State of Florida entities.
- Knowledge of Federal and state grant requirements, including laws, rules, and regulations.

e) Services.

The services the Contractor, through its personnel, may provide include:

- Consulting on management strategy.
- Project management.
- Program research, planning, and evaluations.
- Provision of studies, analyses, scenarios, and reports relating to a Customer's mission-oriented business programs or initiatives.
- Executive/management coaching services.
- Customized training as needed to achieve a management consulting objective.
- Assistance with policy and regulation development.

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- Assistance with process and productivity improvement.
- Expert witness services in support of litigation, claims, or other formal cases relating to management consulting.
- Advisory and assistance services relating to a Customer's mission-oriented business programs or initiatives.
- Systems alignment and consolidation.
- Comprehensive grants management services related to the Stafford Disaster Relief and Emergency Assistance Act and other related State and Federal grant programs.

f) Request for Quote(s) Requirement.

1. Customer SOW. Customers needing MCS services will create an RFQ each time they desire to solicit these services. The Customer shall issue a detailed RFQ that specifies a term and includes a Customer SOW stating the services, service levels, educational qualifications, and experience needed. Customers should also consider including the following information in their RFQs under the Management Consulting Services State Term Contract:

- Statement of purpose.
- Customer project job duties.
- Required tasks and deliverables, completion of which is subject to Customer acceptance.
- Requirement for contractor to provide an estimate of the hours needed to complete the projects or deliverables, as described in the Customer SOW.
- Customer project timeline.
- List of contractor responsibilities.
- Necessary qualifications/certifications of the individuals/organization performing work on the Customer project.
- Customer-specific financial consequences for non-performance (note that the financial consequences listed in section IV. g), Financial Consequences, are only in regard to the Contractor's obligation to submit reports to the Department).
- Customer-specific terms and conditions.

When creating a Customer SOW, Customers are permitted to negotiate terms and conditions which supplement those contained in this Contract. Such additional terms must be for services contemplated in the Contract and must not reduce the Contractor's obligations under the Contract (if any such conflicting terms are included in the Customer SOW, the conflict between the terms of the Customer SOW and this Contract will be resolved in favor of terms most favorable to the Customer). Specific terms and conditions within a Customer SOW are only applicable to the Customer's PO.

2. Minimum Number of RFQs Sent by Customer.

Customers Utilizing MFMP: All Customers who utilize MFMP must use the MFMP Sourcing application for creating RFQs under the Management Consulting Services State Term Contract. The Customer shall select at least three (3) contractors available under the Management Consulting Services State Term Contract and authorized to provide the type of services being requested, to which to send its RFQ. MFMP sourcing

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will automatically add an additional five (5) randomly selected contractors available under the Management Consulting Services State Term Contract to the RFQ event. All eight (8) contractors sent the RFQ will receive a notification of the RFQ and may respond. Customers may view the RFQ Contractor List on the event's "Overview" tab. If fewer than eight (8) contractors are available under the Management Consulting Services State Term Contract, and authorized to provide the type of services being requested, the Customer shall send the RFQ to all of the contractors available under the Management Consulting Services Contract that are authorized to provide the type of services being requested.

Customers Not Utilizing MFMP: Customers who do not utilize MFMP shall create an RFQ document each time they desire to solicit MCS services and shall send the RFQ document electronically via email to at least (8) contractors available under the Management Consulting Services State Term Contract and authorized to provide the type of services being requested. If fewer than eight (8) contractors are available under the Management Consulting Services State Term Contract and authorized to provide the type of services being requested, the Customer shall send the RFQ to all of the contractors available under the Management Consulting Services State Term Contract that are authorized to provide the type of services being requested.

4. RFQ Format. The specific format of the RFQ is left to the discretion of the Customer's Contracting Officer. Pursuant to section 287.056(2), F.S., RFQs performed within the scope of the Management Consulting Services State Term Contract are not independent competitive solicitations and are not subject to the notice or challenge provisions of section 120.57(3), F.S.

g) Department- Specific Financial Consequences.

Financial consequences will be assessed for failure to submit the reports required by the Contract. Financial consequences will be assessed on a daily basis for each individual failure until the submittal is accomplished to the satisfaction of the Department and will apply to each target period beginning with the first full month or quarter of the Contractor's performance, as applicable, and each and every month/quarter thereafter. The Department reserves the right to recoup such financial consequences by withholding payment or by requiring the Contractor to pay financial consequences via check or money order in US Dollars within thirty (30) calendar days after the required report submission date. The Department also reserves the right to implement other appropriate remedies, such as Contract termination or non-renewal, when the Contractor has failed to perform/comply with the provisions of the Contract.

Contract Requirement	Description	Frequency	Daily Financial Consequences for Non-Performance
Timely Submission of complete and accurate Contract Quarterly Sales Report	Submit Quarterly Sales Report in accordance with section IV.I)2.	Each quarter	\$250

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Timely Submission of complete and accurate MFMP Transaction Fee Report	Submit MFMP Transaction Fee in accordance with section IV.I)1.	Each month	\$100
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For Customer-specific financial consequences, as set forth in the Customer PO, the Customer may collect financial consequences by reducing payments to the Contractor or by requiring the Contractor to pay via check or money order in US Dollars, made out to the Customer, within thirty (30) calendar days after the financial consequence began to accrue.

h) Contractor's Administrative Responsibilities.

The Contractor shall provide all management, administrative, clerical, and supervisory functions required for the effective and efficient performance of all Customer POs it accepts, and shall have sole responsibility for the supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), and any benefits for its personnel. The Contractor is accountable for the actions of its personnel.

Contractor's management responsibilities include, but are not limited to, the following:

- Ensuring personnel understand the work to be performed on Customer POs to which they are assigned;
- Ensuring personnel know their management chain and adhere to Contractor policies and exhibit professional conduct to perform in the best interest of the Customer;
- Ensuring personnel adhere to applicable laws, regulations, and Contract conditions governing Contractor performance and relationships with the Customer;
- Regularly assessing personnel performance and providing feedback to improve overall task performance; and
- Ensuring high quality results are achieved through task performance.

i) Contractor Warranty.

The Contractor agrees to the following representation and warranty:

Should any defect or deficiency in any deliverable, or the remedy of such defect or deficiency, cause incorrect data to be introduced into any Customer's database or cause data to be lost, the Contractor shall be required to correct and reconstruct, within the timeframe established by the Customer, all production, test, acceptance, and training files or databases affected, at no additional cost to the Customer.

j) Business Days.

The Contractor shall provide all services to Customers Mondays through Fridays, except on holidays observed by the Customer. Days observed as holidays by State agencies are provided via the link below:

https://www.dms.myflorida.com/workforce_operations/human_resource_management/for_state_personnel_system_hr_practitioners/state_holidays

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Customers may observe additional holidays which, if any, will be detailed in the Customer's PO.

k) Routine Communications.

All routine communications and reports related to the Contract shall be sent to the Department's Contract Manager. If any information listed on the Vendor Information Form (Contract Attachment E) changes during the life of the Contract, then the Contractor shall update the form and submit it to the Department's Contract Manager (such update does not necessitate a formal amendment to the Contract). Communications relating to a Customer PO should be addressed to the contact person identified in the PO. Communications may be by e-mail, regular mail, or telephone.

l) Contract Reporting.

The Contractor shall report information on orders received from Customers under the Contract. The Contractor shall submit the following reports:

1. MFMP Transaction Fee Report.

The Contractor shall submit monthly Transaction Fee Reports in the Department's electronic format. Reports are due fifteen (15) calendar days after the end of the calendar month. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and vendor training presentations available online on the "Transaction Fee & Reporting" and "Training for Vendors" subsections under "Vendors" on the MFMP website. Assistance with Transaction Fee Reporting is also available from the MFMP Customer Service Desk by email at feeprocessing@myfloridamarketplace.com or telephone at 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

2. Contract Quarterly Sales Reports.

The Contractor shall submit a Contract Quarterly Sales report electronically, in the required format, to the Department's Contract Manager within fifteen (15) calendar days after the close of each State Fiscal quarter listed below. Failure to provide the Contract Quarterly Sales report will result in the imposition of financial consequences. Initiation and submission of the Contract Quarterly Sales report is the responsibility of the Contractor without prompting or notification by the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded in two consecutive Contract quarters, the Department may terminate the Contract.

Quarter 1 – (July-September) – due fifteen (15) calendar days after the close of the fiscal quarter.

Quarter 2 – (October-December) – due fifteen (15) calendar days after the close of the fiscal quarter.

Quarter 3 – (January-March) – due fifteen (15) calendar days after the close of the fiscal quarter.

Quarter 4 – (April-June) – due fifteen (15) calendar days after the close of the fiscal quarter.

3. Diversity Report.

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For
Management Consulting Services**

The Contractor shall report to each Customer, fifteen (15) business days after the end of the State fiscal year, the spend with certified and other minority business enterprises. These reports shall include the period covered, the name, minority code, and Federal Employer Identification Number of each minority business utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business on behalf of each purchasing agency ordering under the terms of this Contract.

4. Ad-hoc Report.

The Department may require additional Contract information such as copies of Customer POs or ad hoc sales reports. The Contractor shall submit these specific ad hoc reports within 30 days of the request or a specified amount of time as requested by the Department.

m) Business Review Meetings.

Each quarter the Department may request a business review meeting. The business review meeting may include, but is not limited to, the following:

- Successful completion of deliverables
- Review of the Contractor's performance
- Review of minimum required reports
- Addressing of any elevated Customer issues
- Review of continuous improvement ideas that may help lower total costs and/or improve business efficiencies.

n) Price Adjustments.

The Contractor shall adhere to the initial and renewal term hourly rates (pricing) provided in its Cost Proposal. The Department will not allow for increases to these prices. Negotiated prices are not-to-exceed prices and lower prices may be negotiated by the Department and/or the Customer.

o) Contract Transition.

Upon the expiration or termination of the Contract, the Contractor shall ensure a seamless transfer of Contract responsibilities to the Department or any subsequent vendor as necessary to transition the services provided under the Contract. The Contractor agrees to cooperate with the Department and any subsequently awarded vendor to coordinate the transition including, but not limited to, attending meetings and furnishing necessary information. The Contractor shall assume all expenses related to its obligations to assist in the Contract transition.

V. Contract Management.

Department's Contract Manager:

Christia Nunnery

Division of State Purchasing

Florida Department of Management Services

4050 Esplanade Way, Suite 360.8X

Tallahassee, Florida 32399-0950

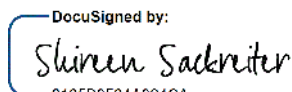
**State Term Contract No. 80101500-20-1
For
Management Consulting Services**

Telephone: (850) 488-8367

Email: Christia.Nunnery@dms.myflorida.com

IN WITNESS THEREOF, the Parties hereto have caused this Contract, which includes the incorporated Attachments, to be executed by their undersigned officials as duly authorized. This Contract is not valid and binding until signed and dated by the Parties.

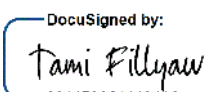
ACCENTURE LLP

DocuSigned by:

2105B0584A024CA...
Shireen Sackreiter
Managing Director

2/17/2021 | 3:40 PM GMT

Date:

**STATE OF FLORIDA,
DEPARTMENT OF
MANAGEMENT SERVICES**

DocuSigned by:

991459A211104A3...
Tami Pillyaw
Chief of Staff

2/18/2021 | 3:30 PM EST

Date:

Contract Attachment A: Cost Proposal (Revised)
Request For Proposals
No. 06-80101500-J
Management Consulting Services and Financial and Performance Audits

Respondent Name	Accenture LLP
------------------------	----------------------

INSTRUCTIONS
The Respondent may respond to one or both Service Categories. The Respondent is not required to respond to both Service Categories. However, the Respondent must provide pricing for all job titles within each Service Category for which the Respondent is submitting a Technical Proposal.
For Respondent to be considered for an award in a Service Category, the Respondent is required to submit pricing for all job titles within the Service Category they are proposing to offer services for both the Initial Term and Renewal Term. The Respondent must submit a price in all yellow highlighted cells for the Service Category for which the Respondent is proposing services. The Department will not consider or evaluate a proposal for any Service Category that fails to provide pricing for all job titles in a Service Category for both the Initial Term and Renewal Term.
Please refer to the Job Titles and Duties section of Attachment C (for Management Consulting Services) and Attachment D (for Financial and Performance Audits) for the minimum qualifications and responsibilities of the job titles listed below.
This Attachment A, Cost Proposal, establishes pricing for services offered for the term of the contract and any renewals. The Respondent shall not exceed this pricing when providing services under any resultant contract.
Provide pricing in dollar amounts; amounts <u>may include cents (e.g. \$0.05)</u> , but cannot include fractions of cents (e.g. \$0.005).
Proposed costs are ceiling rates inclusive of any and all costs associated with providing services.

Service Category 1: Management Consulting Services		
JOB TITLE	INITIAL TERM HOURLY RATE	RENEWAL TERM HOURLY RATE
Principal Consultant	\$420.00	\$432.60
Senior Consultant	\$355.00	\$365.65
Consultant	\$265.00	\$272.95
Junior Consultant	\$180.00	\$185.40
Program and Administrative Support	\$65.00	\$66.95



Contract Attachment B
SPECIAL CONTRACT CONDITIONS
JULY 1, 2019 VERSION

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In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.

SECTION 1. DEFINITION.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

1.1 Customer.

The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.

The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

2.2 Renewal.

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

2.3.2 Termination for Convenience.

The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.

If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

- (a) immediately terminate the Contract;
- (b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
- (c) take other action deemed appropriate by the Department.

SECTION 3. PAYMENT AND FEES.

3.1 Pricing.

The Contractor will not exceed the pricing set forth in the Contract documents.

3.2 Price Decreases.

The following price decrease terms will apply to the Contract:

3.2.1 Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders;

3.2.2 Preferred Pricing. The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

3.2.3 Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.

The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.5 Travel.

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

3.6 Annual Appropriation.

Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.

Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

3.9 Return of Funds.

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.

The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

4.2 Notices.

All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

4.3 Department's Contract Manager.

The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.

The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity.

4.5.1 Office of Supplier Diversity.

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

4.5.2 Diversity Reporting.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

4.6 RESPECT.

Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;

AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INsofar AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at <https://www.respectofflorida.org>.

4.7 PRIDE.

Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INsofar AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at <https://www.pride-enterprises.org>.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

5.2 Dispute Resolution, Governing Law, and Venue.

Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.

Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

5.4 Suspended, Convicted, and Discriminatory Vendor Lists.

In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

5.5 Scrutinized Companies - Termination by the Department.

The Department 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.

5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.

The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.2 Assignment.

The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

6.3 Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

6.4 Inspection and Acceptance of Commodities.

6.4.1 Risk of Loss.

Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

6.4.2 Rejected Commodities.

When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.5 Safety Standards.

Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

6.6 Ombudsman.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

6.7 Time is of the Essence.

Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

6.8 Waiver.

The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.9 Modification and Severability.

The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

6.10 Cooperative Purchasing.

Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

SECTION 7. LIABILITY AND INSURANCE.

7.1 Workers' Compensation Insurance.

The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

7.2 General Liability Insurance.

The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

7.3 Florida Authorized Insurers.

All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

7.4 Performance Bond.

Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

7.5 Indemnification.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

7.6 Limitation of Liability.

Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

8.1 Public Records.

8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

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 THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

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

8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information. If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

8.2.2 Public Records Requests.

If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

8.2.3 Indemnification Related to Confidentiality of Materials.

The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

8.3 Document Management.

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

8.4 Intellectual Property.

8.4.1 Ownership.

Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

8.4.2 Patentable Inventions or Discoveries.

Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

8.4.3 Copyrightable Works.

Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

SECTION 9. DATA SECURITY.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.

The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.

In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

10.3 Communications.

10.3.1 Contractor Communication or Disclosure.

The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

10.3.2 Use of Customer Statements.

The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

11.2.1 Proposal of Corrective Action Plan.

In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.

If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

11.3 Performance Delay.

11.3.1 Notification.

The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

11.3.2 Liquidated Damages.

The Contractor acknowledges that delayed performance will damage the Department/Customer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay.

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

12.2 Payment Audit.

Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.

The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

13.2 E-Verify.

The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is <https://www.uscis.gov/e-verify>. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.

If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

- (a) Computer related crimes;
- (b) Information technology crimes;

- (c) Fraudulent practices;
- (d) False pretenses;
- (e) Frauds;
- (f) Credit card crimes;
- (g) Forgery;
- (h) Counterfeiting;
- (i) Violations involving checks or drafts;
- (j) Misuse of medical or personnel records; and
- (k) Felony theft.

13.4 Confidentiality.

The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.

Contract Attachment C

THE STATE OF FLORIDA DEPARTMENT OF
MANAGEMENT SERVICES

MANAGEMENT CONSULTING SERVICES AND FINANCIAL AND PERFORMANCE AUDITS

06-80101500-J | JUNE 9, 2020

TECHNICAL PROPOSAL

SUBMITTED TO:

The State of Florida Department of
Management Services

Joel Atkinson

Procurement Officer

Phone: (850) 487-0758

Email: Joel.Atkinson@dms.myflorida.com

SUBMITTED BY:

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 **accenture**

LEGAL DISCLAIMER

This document is the response by Accenture LLP (Accenture) to the State of Florida Department of Management Services (Department) as issued as requested in your Request for Proposals (RFP) for Management Consulting Services and Financial and Performance Audits. It is supplied in confidence and, except for Department's evaluation purposes, cannot be disclosed, duplicated, or otherwise used in whole or in part without the prior written consent of Accenture. Accenture's proposal, and the performance of any services described in this response are contingent upon the parties' negotiation and execution of a contract containing terms and conditions that are mutually acceptable to both the Department and Accenture. Nothing in this document shall form the basis for any contract, and nothing contained in this document will be binding against Accenture unless expressly agreed to by Accenture under a formal contract. All representations and warranties, whether express or implied by statute, law, or otherwise, are hereby excluded. Accenture interprets the following words and phrases used in the solicitation and this proposal in the manner indicated: "maximize," "optimize," and "optimal" mean to improve to a commercially reasonable degree; "minimize" means to reduce to a commercially reasonable degree; "best" means leading or of a high standard; "partner" and "partnerships" do not mean a legal partnership, but rather a collaborative relationship; "right," where used as an adjective, means appropriate; and "ensure" and "enable" mean to use commercially reasonable efforts to implement. This document was prepared on the instructions and information given by the Department through the RFP and, accordingly, no responsibility is accepted for any inaccuracy or error or any action taken or not taken in reliance on this document. These limitations are not in any way intended to restrict continuing business discussions between the Department and Accenture. We look forward to our discussions and to working with you on this important project. The use in this document of trademarks not owned by Accenture is not an assertion of ownership and is not intended to imply the existence of any relationship between Accenture and their lawful owners. Where any Accenture clients are named, please obtain Accenture's consent before attempting to contact them.

INFORMATION EXEMPT FROM DISCLOSURE

Accenture LLP hereby asserts its rights under the provisions of the Florida Public Records Act, Chapter 119 of the Florida Statutes, to support its claims that certain redacted information contained within Accenture's Response, (hereinafter, "Response"), contains highly sensitive data, materials, and methodologies. Specifically, where narrative materials, exhibits, documents, diagrams and figures have been redacted herein, they should not be released into the public domain to third-party requestors. As discussed here, the redacted information contains, describes and/or explains highly sensitive data, unique materials, and narrowly crafted methodologies that are proprietary, confidential and where applicable, includes competitively sensitive Accenture Business Information that, if disclosed, would cause direct and negative competitive harm to Accenture. Pursuant to the exceptions and provisions under Chapters 119 and 815 of the Florida Statutes (see F.S. § 119.071(1)(c) and in particular F.S. §§ 812.081, 815.045, 815.04(3), and other applicable law (e.g., Florida Society of Newspaper Editors, Inc. v. Florida Public Service Commission, 543 So. 2d 1262 (Fla. 1st DCA 1989)), Accenture asserts that any release of Accenture's Proprietary, Confidential and Commercially Sensitive Trade Secret Information ("Trade Secret Information") into the public domain would operate counter to well-established precedent concerning the protection of a parties' sensitive commercial information under specific circumstances. Indeed, information contained in the Response includes Trade Secret Information regarding Accenture's performance and delivery methodologies. Thus, Accenture considers the information that Accenture has chosen to redact in the enclosed Response to be exempt from Public Disclosure as a Trade Secret and is Proprietary, Confidential and inclusive of Competitively Sensitive Accenture Business Information. All Information and materials that Accenture has determined as qualifying for an exemption from disclosure under the applicable Florida Law are being submitted with a clearly visible redaction marking placed on the relevant portions of the applicable pages and are individually identified in a Redaction Index. The information redacted is particularized and falls within the categories of materials exempt from public disclosure. To be clear, information that the State of Florida and the Department of Financial Services shall use to evaluate Accenture's Response is not redacted. Here, Accenture is including—and thus redacting—information that is commercial in nature, technical in scope, inclusive of financial information, and includes designs, processes and proprietary procedures. Accenture's submitted and redacted information concerning the "how to" of its proposed delivery to the State of Florida is secret (in that it is not freely shared nor exchanged without protection of a legally enforceable non-disclosure agreement or applicable law), of great value and used regularly by the company's business units as an advantage in the highly competitive technology development and professional services market segment. As the Florida legislature determined (and as is reflected in the relevant statute), the disclosure of trade secrets not only negatively impacts the business interests of commercial entities such as Accenture by damaging them in the marketplace, but ultimately impairs the effective and efficient administration of governmental functions due the chilling effect of such material being under threat of widespread public release (see, et seq., F.S. §812.081). In particular, any release of the Accenture Trade Secret information into the public domain will only serve to inflict undue harm to Accenture as a corporate entity, inflict harms to privacy on Accenture personnel, former Accenture Client personnel and third party individuals, diminish Accenture's competitive position in the market, and violate existing agreements between Accenture and other commercial and government entities regarding the release of particular and proprietary information. As an illustrative example reflective of the types of redactions included herein, information concerning how Accenture establishes exact value, savings or efficiencies for clients (e.g., "Value Targeting") carries with it the ability easily discern our approaches, choices in resource usage and staffing, and our competitive "edge" in comparison to other companies in a similarly situated market segment. Similarly, information that describes delivery or alternative methods via a diagram or visual representation of the delivery process should not be unduly exposed to market competitors when such information is routinely protected from undue disclosure and only revealed to Clients and other third-parties pursuant to Non-Disclosure Agreements and well-established rules and laws concerning confidentiality. At bottom, Accenture asserts that harm, both public and private, imposed by the disclosure of trade secrets and other proprietary information significantly outweighs any public benefit derived from such disclosure. Indeed, the public's ability to scrutinize and monitor the Department's actions in this procurement shall not be diminished by the nondisclosure and continued protection of Accenture's trade secrets. Accenture is therefore submitting the Confidential, Proprietary and Trade Secret Information enclosed herein (and as identified in the accompanying Redaction Index) to the State of Florida upon the condition that it shall not be duplicated, distributed, or shared outside of the Florida State Government, in accord with applicable Florida Law.

Redacted Content: Response to Question 1, Experience; Response to Question 2, Services; Resumes

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1.0 EXPERIENCE

RFP Request 1: In its Technical Proposal, the Respondent should provide a narrative on the Respondent's relevant experience, including diverse knowledge and skillsets (preferably with demonstrated experience in providing services relevant to governmental entities), applicable to Service Category 1. A Respondent may, but is not limited to, demonstrate relevant experience by identifying clients and describing past projects.



Figure 1. Global overview of Accenture.

Accenture’s Global Strategy & Management Consulting Practice

Accenture encapsulates our management consulting offerings in a global Strategy and Management Consulting Practice (Table 1). Here, we combine the diverse knowledge and skillsets of our Strategy, Management Consulting, Technology Strategy, Industry X.O, Applied Intelligence, Talent & Organization / Human Potential, Innovation, and our Capability Network groups. Our clients benefit because this approach allows us to more effectively drive innovation, industry expertise, functional acumen, data-driven insights, and human-centric design into solutions to help them anticipate changes they didn’t see coming and seize on opportunities they didn’t know were there.

Accenture's Global Strategy & Management Consulting Practice	
Strategy Enabling competitive agility, partnering with the C-suite to address their most strategic issues.	Management Consulting Helping clients transform their own organizations and business functions to navigate change and accelerate growth.
Technology Strategy & Advisory Driving business advantage with innovation-led strategy and game-changing technologies.	Industry X.O Creating the next wave of industry innovation with software, platforms, data and AI.
Applied Intelligence Combining AI with data, analytics and automation to transform businesses.	T&O / Human Potential Unlocking human potential and restructuring the organization and culture to drive growth.
Innovation Applying the unexpected to deliver disruptive ways of winning, taking our clients from research to results.	Capability Network Providing specialized, industrialized and end-to-end capabilities and services with global reach and flexibility.

Table 1. Accenture’s unique and diverse combination of Management Consulting capabilities.

But more importantly than what we say about ourselves is what others say about us. As depicted in Table 2, industry organizations like Consulting.com, Forbes Magazine, and the Everest Group recognize Accenture as a true leader in the management consulting space.

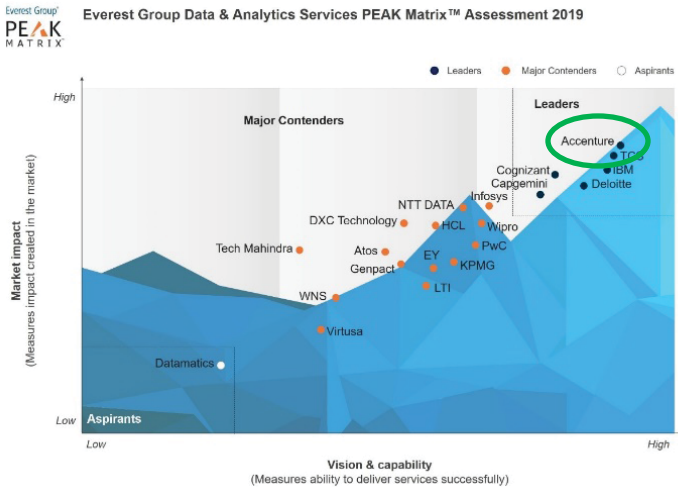
Industry Organizations	Accenture's Ranking
	Accenture ranks #1 in Consulting revenue among Top 50 global Consulting Firms In 2019. (consulting.com; undated)
	Accenture won the most five-star ratings , garnering 20 in addition to 11 four-star ratings from respondents, among 216 firms, in Forbes' America's Best Management Consulting Firms 2019 . (forbes.com; March 19, 2019)
	Accenture was acknowledged as a Leader in the Everest Group "PEAK Matrix™ for Data and Analytics Service Providers 2019" report. Accenture was positioned highest in both the Market Impact and Vision & Capability categories. (everestgrp.com; October 31, 2019)  1 PEAK Matrix specific to Data & Analytics services 2 Assessment for Deloitte, DXC Technology, EY, IBM, KPMG, and PwC excludes service provider inputs on this particular study, and is based on Everest Group's estimates that leverage its proprietary Transaction Intelligence (TI) database, ongoing coverage of service providers' public disclosures, and interaction with buyers. For these companies, Everest Group's data for assessment may be less complete. This assessment has been licensed for exclusive use and distribution by Accenture

Table 2. Accenture's industry rankings for Management Consulting services.

Accenture's North America Public Service Strategy & Management Consulting Practice

Accenture's North America Public Service industry group addresses the technology and management consulting needs of state, local, and provincial governments, as well as non-profits and education clients across the U.S. and Canada alike. We provide a wide variety of solutions focused on constituent engagement in the front office, the core-mission critical functions in the middle office, and the infrastructure and resources to support the back-office functions.

Within this industry group is our Strategy and Management Consulting Practice, focused on making a difference in how governments, education, and non-profit organizations engage with and serve constituents, citizens, clients, and customers. The members of this Practice work with our clients through both stand-alone Management Consulting engagements—engagements where the services provided are exclusively or primarily Management Consulting focused—and embedded Management Consulting services—Management Consulting services delivered as part of a larger Information Technology (IT) transformation initiative.

In fact, much of our stand-alone Management Consulting work comes to us through our **inclusion on state term/ pre-qualified vendor/ master service agreement contracts**—much like the State of Florida’s State Term Contract for Management Consulting Services—in many other states across the Country. Table 3 (next page) depicts a sampling of such contracts of which we are currently a member.

STATE	AGENCY/ DEPARTMENT - NATURE OF STATE TERM CONTRACT
CALIFORNIA	CalPERS - Business Analysis, Project Management, IT Security, User Experience Design, Strategy and Research, Business Intelligence and Reporting CA Department of General Services - Non-Information Technology Goods and Services for Business Planning, Change Management, Organizational Assessment, Program Design, Program Development, Program Implementation, Project Management, Strategic Planning, Training Development
TEXAS	Department of Information Resources – Business Intelligence and Data Warehouse, Project Management, Information Technology Assessments and Planning, Independent Verification and Validation, Information Technology Procurement Assistance, Cloud Platform as a Service and Cloud Assessment Teacher Retirement System of Texas - Analytics, KPIs and the information architecture needed to support long term growth and positive impact to solvency
NEW YORK – NEW YORK CITY	NYC Economic Development Corporation - Economic Research and Analysis, Strategic Planning, Operations, Organizational Development, Change Management, Community and Public Engagement, Project Management NY Port Authority of NY/NJ - Business Process Reengineering
GEORGIA	Georgia Technology Authority - Project Management Services GA Department of Administrative Services – Management Consulting Services State of GA/ COVENDIS - Managed Solutions Provider/ Vendor Management Solutions
ARIZONA	AZ Master Professional Services - Organizational Assessments, Consulting and Deployment Services
MASSACHUSETTS	Operational Services Division - Executive Agency Organizational Assessment and Design Consultative Services Massachusetts Bay Transportation Authority – Management Consulting Services Department of Children and Families – Child Welfare Consulting Services
MARYLAND	MD Department of Information Technology - IT Management Consulting Services; and Business Process Consulting Services.
OHIO	The Ohio State University - Strategy, Management Consulting and Digital Services to support Organizational Strategy
WASHINGTON	Washington Department of Enterprise Services - Coaching, Effective Communication, Leadership, Organizational Development and Change Management, Strategic Planning, Team Development

Table 3. A sample of similar Management Consulting state term contracts of which Accenture is a member.

Table 4 (next page) demonstrates a sample of our recent relevant project experience—applicable to Florida’s State Term Contract (STC) for Service Category 1: Management Consulting—with clients in some of those states.

Example Florida STC Service Category 1 Management Consulting Services			
1	Consulting on management strategy.	5	Assistance with process and productivity improvement.
2	Project management.	6	Systems alignment and consolidation.
3	Program research, planning, and evaluations.	7	Customized training as needed to achieve a management consulting objective.
4	Provisions of studies, analyses, scenarios, and reports relating to a Customer's mission-oriented business program of initiatives.	8	Advisory and assistance services relating to a Customer's mission-oriented business programs or initiatives.
		9	Comprehensive grants management services related to the Stafford Disaster Relief and Emergency Assistance Act and other related State and Federal grant programs.

Government Entity	SIMILAR SERVICES PROVIDED
New York City Department of Education (Division of Early Childhood)	1 2 3 4 5 6 8
New York Metropolitan Transportation Authority (MTA)	1 2 3 4 5 6 7 8
Fulton County, Georgia (The Justice Reinvestment Initiative)	1 2 3 4 5 8
State of New York – New York State and Local Retirement System	1 2 3 4 5 6 8
Texas Department of Transportation	1 2 3 4 5 6 8
US Treasury Department	1 2 3 4 5 6 7 8
City of Austin, Texas – Outcome-Centric Strategic Planning	1 2 3 4 5 7
Massachusetts Executive Office of Education (Grant Program Enterprise Program Management)	1 2 3 4 5 6 8
Georgia Department of Audits and Accounts (Audit Office of the Future)	1 2 3 4 5 8
State of Washington, Department of Labor & Industries	1 2 3 4 5 6 8
Commonwealth of Massachusetts, Executive Office for Administration and Finance	1 2 9

Table 4: Accenture's recent relevant experience applicable to Service Category 1 across other states.

Accenture Across Florida

Accenture is also proud to employ more than **1000 people who live and work across the State of Florida**. With **offices in Tallahassee, Tampa, Orlando, and Miami**, and other significant client-based operations in Jacksonville and West Palm Beach, we are able to serve a wide variety of client management consulting needs Statewide; a key requirement for inclusion on Florida's STC for Management Consulting Services. As shown in Figure 2 (next page), our employees not only live and work here, but are engrained in our communities and contribute their time and energy to supporting our community partners through which we strive to make Florida a better place for all.

A Snapshot of Accenture Across Florida



Figure 2. Accenture's Florida footprint enables us to provide Management Consulting services Statewide.

Accenture's Unrivaled History of Management Consulting for Government in Florida

Accenture first opened its **Tallahassee, FL office in 1996**, in a small space on John Knox Road. This office was established to serve the State's public service clients; Florida's State and local governments and public education institutions. And while our office has moved several times, and our consulting-employee numbers have grown over the years, we have always remained here in Tallahassee and have never lost our public service focus.

In fact, we believe we are the only global professional services firm offering technology and management consulting services to have consistently maintained an office in Tallahassee and ongoing project work with State departments and agencies since 1996; **a nearly 25-year history of service to the State.**

Over that time, we have been a consulting partner on many of the State's most strategic and impactful initiatives. Examples of those include past projects with the Departments of Business and Professional Regulation, Revenue, Health, and Children and Families. Today, our State clients and projects include the Department of Financial Services (Florida PALM), the Agency for Healthcare Administration (IS/IP), the Department of Management Services (MyFloridaMarketPlace), the Department of Highway Safety and Motor Vehicles (Motorist Modernization), and the Office of Financial Regulation (REAL).

Table 5 provides a sample of our recent relevant project experience—applicable to Florida's State Term Contract (STC) for Service Category 1: Management Consulting—with clients in here in Florida.

FLORIDA CLIENT/ PROJECT	NATURE OF THE MANAGEMENT CONSULTING SERVICES PROVIDED
Department of Management Services: <i>MyFloridaMarketPlace</i>	For more than 15 years, Accenture has been providing DMS project management, management strategy development, process and productivity improvement, systems alignment and consolidation, advice and assistance related to their mission-oriented business programs or initiatives, and customized training services as part of a larger IT transformation and application outsourcing initiative.
Department of Financial Services: <i>Florida PALM (Enterprise Resources Planning) Project</i>	Accenture is providing DFS project management, management strategy development, process and productivity improvement, systems alignment and consolidation, advice and assistance related to their mission-oriented business programs or initiatives, and customized training services as part of a larger IT transformation initiative.
Department of Highway Safety and Motor Vehicles: <i>Motorist Modernization Project</i>	As part of the overall Motorist Modernization initiative, Accenture is providing DFS project management, management strategy development, process and productivity improvement, systems alignment and consolidation, advice and assistance related to their mission-oriented business programs or initiatives, and customized training services.
Departments of Management Services (Retirement); Business and Professional Regulation; and Revenue: <i>Information Technology Security Risk Assessment Services</i>	Accenture provided advisory and assistance services relating to DMS (Retirement), DBPR, and DOR's mission-oriented business programs or initiatives . In particular, we provided comprehensive IT security risk and vulnerability assessment services to enhance their security position and identify potential security risks.
Agency (now Division) for State Technology: <i>Statewide Citizen Digital Trends Survey</i>	Accenture provided program research and study services . In particular, we worked with the State CIO to develop and conduct a Statewide survey to assess citizens' current and desired digital interaction with State government. Study results were used to inform policy initiatives.
City of Miami, Department of Buildings: <i>User Persona Project</i>	Accenture provided advice and assistance related to their mission-oriented business programs or initiatives . In particular we used Design Thinking techniques to develop End User Personas to help the City reimagine and improve the user experience for issuing Building Department permits.
Miami-Dade County: <i>EDGE (Enterprise Resources Planning) Project</i>	Accenture is providing Miami-Dade County project management, management strategy development, process and productivity improvement, systems alignment and consolidation, advice and assistance related to their mission-oriented business programs or initiatives, and customized training services as part of a larger IT transformation initiative.

Table 5. Examples of recent client experiences in Florida applicable to Service Category 1.

Our engagement in these initiatives give us a keen understanding of Florida government business, policymaking, and budgeting practices, as well as its sociopolitical dynamics; all of which we will apply to future work awarded through Florida's State Term Contract for Management Consulting Services.

Figure 3 (next page) depicts a timeline of our continuous service to Florida State and local governments. The Key shows which engagements involved:

- **Stand-alone Management Consulting** services; where management consulting services were the primary, or only, services provided
- **Embedded Management Consulting** services; where the management consulting services were/ are provided along with other services (typically System Integration services) within a larger transformation initiative.

Key:

- Milestone
- Stand-alone Management Consulting services provided
- Management Consulting services were/ are embedded in a larger transformation initiative

Timeline Data:

Agency	Start Year	End Year	Service Type
Tallahassee Office Opens	1996	1997	Milestone
FL Department of Law Enforcement	1996	2011	Embedded
FL Department of Children and Families	1996	2011	Embedded
FL Governor's Office	1996	2011	Embedded
FL Department of Labor	1996	2011	Embedded
FL Agency for Workforce Innovation	1996	2011	Embedded
Miami-Dade County Clerk of Courts	1996	2011	Embedded
FL Department of Management Services	1996	2011	Embedded
FL Department of Healthcare Administration	1998	2011	Embedded
FL Department of Community Affairs	2001	2011	Embedded
FL Department of Education	2001	2011	Embedded
FL Department of State	2001	2011	Embedded
Florida State University	2001	2002	Stand-alone
FL Department of Business & Professional Regulation	2001	2011	Embedded
FL Office of Financial Regulation	2006	2011	Embedded
Miami-Dade County	2006	2008	Stand-alone
FL Department of Workforce Innovation	2009	2010	Embedded
FL Department of Health	2012	2016	Embedded
FL Department of Education	2013	2017	Embedded
FL Department of Highway Safety & Motor Vehicles	2015	2018	Embedded
University of Miami	2016	2018	Embedded
FL Citizens Property Insurance Corporation	2016	2018	Embedded
Valencia College	2016	2019	Stand-alone
University of Central Florida	2016	2019	Stand-alone
Miami-Dade County	2016	2019	Stand-alone
FL Department of Financial Services	2016	2019	Stand-alone
FL Agency for Health Care Administration	2016	2019	Stand-alone
FL Department of Business & Professional Regulation	2016	2019	Stand-alone
FL Department of Revenue	2016	2019	Stand-alone
FL Department of Management Services (Retirement)	2016	2019	Stand-alone
City of Miami	2016	2019	Stand-alone

Figure 3. Accenture's unmatched history of service to Florida's State and local governments.

2.0 SERVICES

RFP Request 2: In its Technical Proposal, the Respondent should fully describe the services it will offer to perform, as identified in its completed Appendix B, from the list of services described in Section IV. e), Services, of Attachment C. Its proposal should demonstrate the Respondent's ability to provide the services for which Respondent is submitting a Proposal, including the ability to provide the services statewide and to offer diverse knowledge and skillsets. The Respondent may demonstrate its ability for providing services by providing relevant information for consideration including, but not limited to, describing a general approach to how Service Category 1 will be provided, describing staffing, and/or providing resumes.

Florida STC Service Category 1 Management Consulting Services Accenture is Offering to Perform

Of the twelve Service Category 1 Management Consulting Services contemplated in Florida's State Term Contract for Management Consulting Services, Accenture is fully able and offering to perform nine, as depicted in Table 6 and identified in Appendix B.

Service Category 1 Management Consulting Services	
1	Consulting on management strategy.
2	Project management.
3	Program research, planning, and evaluations.
4	Provisions of studies, analyses, scenarios, and reports relating to a Customer's mission-oriented business program of initiatives.
	Executive/management coaching services.
5	Customized training as needed to achieve a management consulting objective.
	Assistance with policy and regulation development.
6	Assistance with process and productivity improvement.
	Expert witness services in support of litigation, claims, or other formal cases relating to management consulting.
7	Advisory and assistance services relating to a Customer's mission-oriented business programs or initiatives.
8	Systems alignment and consolidation.
9	Comprehensive grants management services related to the Stafford Disaster Relief and Emergency Assistance Act and other related State and Federal grant programs.

Table 6. Nine Management Consulting Services Accenture is able and offering to provide.

Our general approach to providing each of these nine services is described in the pages to follow.

Accenture's General Approach to Providing:

- 1 Consulting on management strategy.
- 2 Project management.
- 6 Assistance with process and productivity improvement.
- 7 Advisory and assistance services relating to a Customer's mission-oriented business programs or initiatives.
- 8 Systems alignment and consolidation.

Accenture's Management Consulting methodology used to provide advisory and assistance services relating to a Customer's mission-oriented business programs or initiatives, known as FORM (depicted in Figure 4, next page), serves as the general approach and framework to how we will provide: consulting on management strategy; project management; assistance with

process and productivity improvement; advisory and assistance services relating to a Customer's mission-oriented business programs or initiatives; and, system alignment and consolidation services. FORM includes a 5-phased approach to guide a client through the entire lifecycle of a management consulting engagement. Our FORM methodology can be tailored for each project we pursue through Florida's State Term Contract for Management Consulting Services.

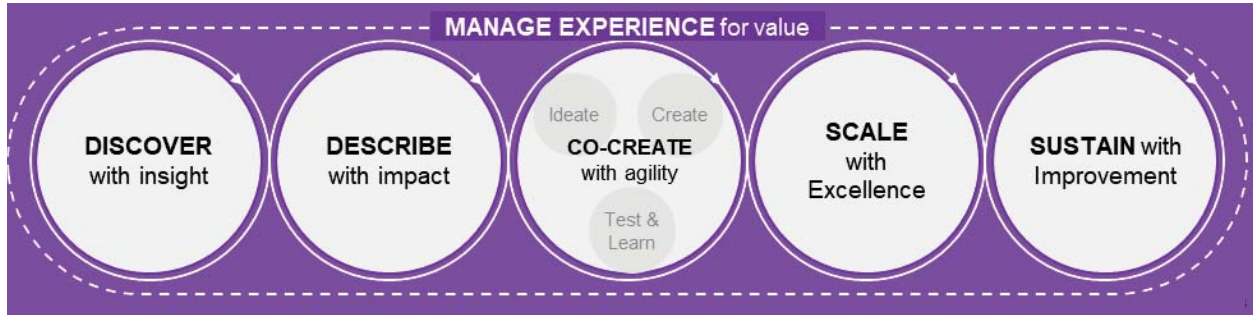


Figure 4. Accenture's adaptable and modular FORM Methodology

We also recognize, depending on the nature of any particular project, Accenture may be asked to support just a subset of a client's overall initiative. With defined activities and assets we can apply to any phase or subset of project phases, our FORM methodology is flexible enough to accommodate such modular approaches. Our ultimate aim is to deliver an exceptional client experience, tailored to their needs, while creating value through engagement and innovation.

---MANAGE EXPERIENCE FOR VALUE---

This overarching phase of our FORM methodology involves helping our clients establish a management strategy and managing the project for its duration. We hit the ground running by working with our clients to define the mission and vision for the effort, confirm project stakeholders, develop a meeting schedule and status reporting cadence, confirm the project governance structure, and finalize the project workplan. We typically hold a project kickoff to establish a team-oriented culture and way of working, in addition to mobilizing stakeholders. Throughout each phase, we execute the workplan and maintain a continuous feedback loop between the stakeholders and project team, to ensure learning and improving happens in real time.

When it comes to consulting our clients on management strategy, one of the primary tools we use within FORM is our proprietary Transformation GPS (Figure 5). Transformation GPS allows us to help leaders actively navigate big transformation by tapping into the power of the right data and advanced analytics to:

- Unlock hidden insights based on pattern recognition
- Recommend the highest-probability action sequence to achieve full business value

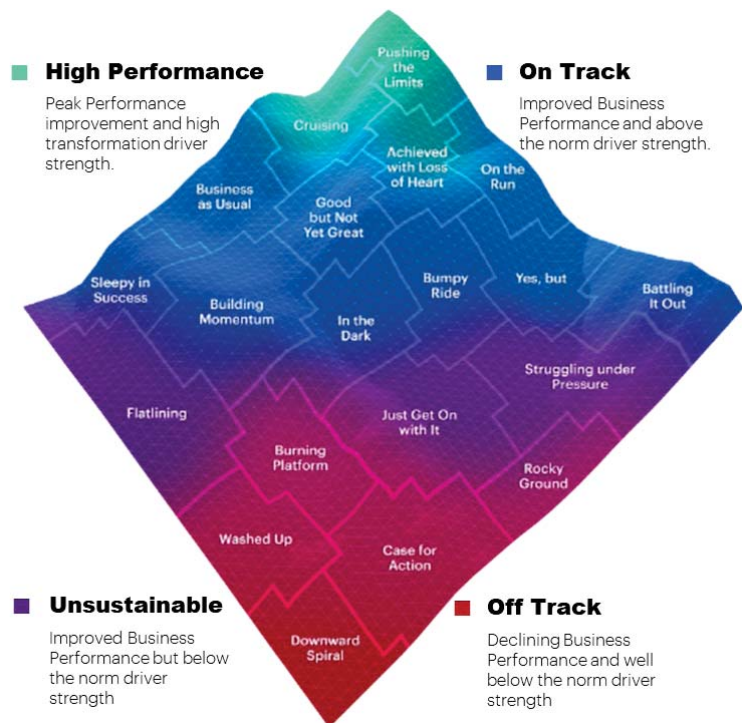


Figure 5. Transformation GPS drives Management Strategy.

- Mitigate hidden risks through sense-and-respond course corrections

Transformation GPS is based on transformation data we have collected from: **20 years of research; 650 change initiatives; 280 organizations; 50 industries; 25 countries; and 1.2 million employee survey responses.** The power of Transformation GPS is that it provides our clients predictive and prescriptive management strategy analytics across the dimensions of Vision, Leadership, Resources, Discipline, and Energy.

To help build strong project management capabilities within the FORM framework, we typically apply our proprietary program and project management methodologies, known as Accenture Delivery Methods (ADM). As depicted in Figure 6, ADM includes methods, tools, and templates for Scope, Cost, Performance, Resource, Quality, Schedule, and Issue, and Risk Management.

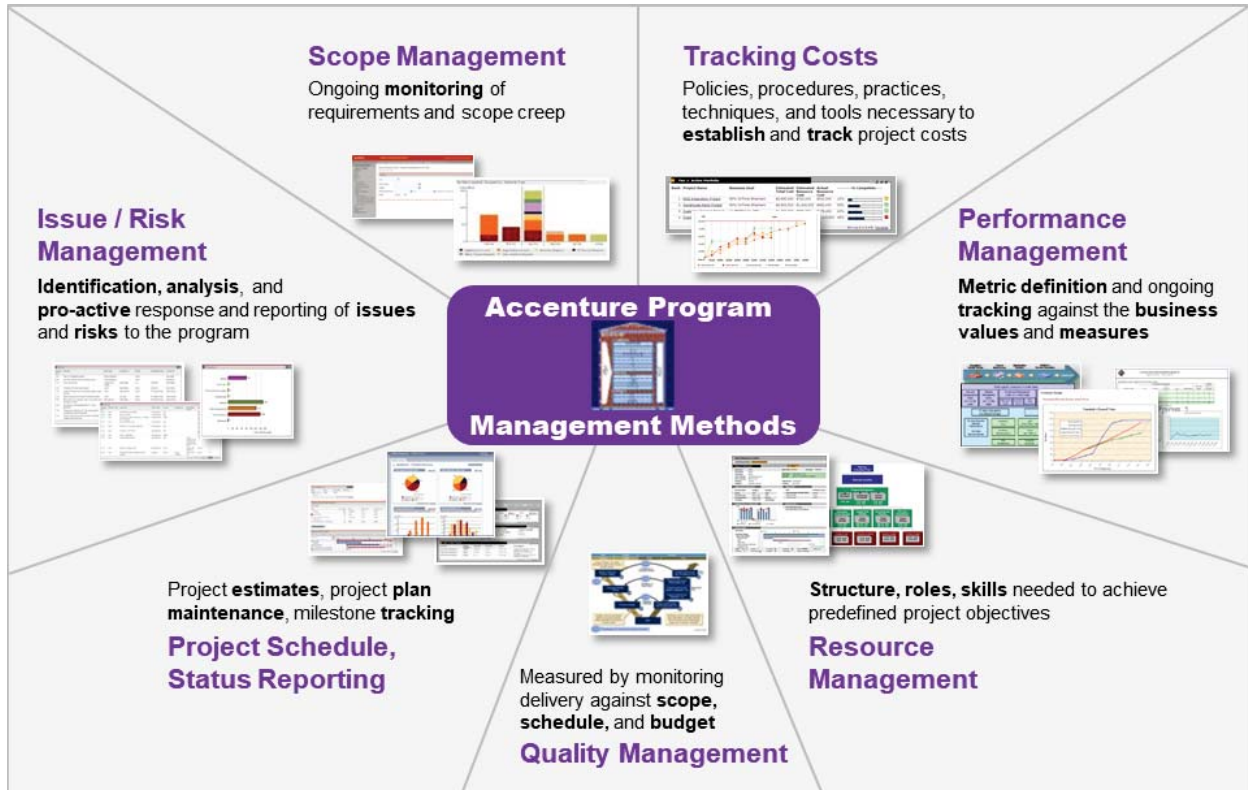


Figure 6. Accenture Delivery Methods (ADM) for project management.

ADM is consistent with the Project Management Institute (PMI) Project Management Body of Knowledge (PMBOK). Additionally, a number of our Florida-based consultants, as shown in our response to Question 2, are Project Management Professional Certified by PMI, and can apply any of those standards to a project, if not specifically addressed in ADM, as needed.

Accenture has successfully employed these ADM project management methods on thousands of consulting projects worldwide, including each of our engagements with State of Florida agencies, local governments, and educational institutions. We continuously evaluate these methods and maintain up-to-date repositories where we supply our project managers with the latest improvements to our methods and tools.

In recent years we have also worked with the Florida Department of Management Services' Division for State Technology (DST) on several active large-scale projects. We have been successful in gaining **DST's approval of our ADM methods** for project management, and we will leverage our experiences from working with them on future engagements as well.



In parallel to activating and managing the project, we gain a deeper understanding of our client and the context surrounding their mission-oriented business programs or initiatives. We work with stakeholders to identify and obtain existing data sources. This includes budgets, performance reports, strategic plans, organization charts, process documents, statutes, regulations and policies. We complement this document review with extensive interviews, focus groups and/or surveys to assess the current state. We interact with staff at multiple levels of the agency, constituents/ beneficiaries, partners and representatives from peer organizations; our list is crafted to gain a diversity of relevant perspectives. We distill insights from our research and interactions and frame and reframe the challenge until we reach consensus across the project team and sponsors. We categorize observations, often into strengths, areas for improvement and opportunities.



We explore opportunities identified in the Discover phase. We hold workshops with carefully selected groups of participants to envision what’s possible. Then, we articulate the impact of each opportunity. This may be from a financial, organizational, process and productivity improvement, system alignment and consolidation, or people perspective. Upon completion of the impact analysis, we seek feedback on the opportunities that have the greatest potential for success. In collaboration with our client, we prioritize the opportunities for further development



Once we have a prioritized list of opportunities, we collaborate with our client and their stakeholders to bring fresh ideas to the design of specific solutions. We often do this by deploying expert facilitators to conduct design thinking sessions. By strategically assembling a group of creative thinkers, and by employing a careful selection of design thinking techniques (see Table 7 below for examples), we generate innovative solutions (e.g., process and productivity improvements or system alignment and consolidation recommendations) to the challenge defined in the Discover phase.



JOURNEY MAPPING

Documentation of the sequential steps to deliver or consume a service. Positive, negative and neutral emotions are identified at each step, along with “moments that matter” in the journey.



DIRECTED STORYTELLING

Research method that involves asking a stakeholder to describe a memorable experience in detail and documenting their experience. Quickly reveals patterns in peoples’ experiences



CONCEPT POSTERS

Concept posters are utilized to put preliminary solutions, or components of a solution, “all on one page” in order to get feedback quickly



ROUND ROBIN

Method developed by the Luma Institute to solicit reactions to, and feedback on ideas by small teams. Encourages productive debate and promotes collaboration and sense of ownership.

Table 7. Example Design Thinking techniques we employ on Management Consulting projects.



We then test the solutions on a small scale by rapidly creating a proof of concept or prototype. Based on what we learn through real time feedback, successful ideas are refined and re-released, while others are eliminated. We question and debate the true desirability, viability and scalability of each design, working tirelessly with you to refine and improve ideas until together, we get to the best solution.

After testing, iterating on, and selecting the best solutions, our team will work alongside our counterparts to implement the solutions designed in this phase. While specific activities in the Scale phase will differ by project, at a high level we will help align the people, processes and technology to deploy the new solutions.



Once the solution is off the ground and operating in a steady state, Accenture collects regular feedback from the people both delivering and benefitting from the changes. This continuous feedback loop indicates where initiatives are successful and where opportunities to improve still exist. Specifically, we confirm the solutions are operating as designed, assess employee and constituent experience, and measure value realization. We monitor performance by collecting performance metrics and comparing to targets, and potentially conduct regular audits. We would adjust and design improvements based on the feedback.

Accenture can also employ a number of deeper-probing techniques for process and productivity improvement within our FORM methodology, such as Lean Six Sigma. As depicted in Figure 7, our Lean Six Sigma capabilities and services span: Execution, Capability Building, Process Innovation/ Optimization, Mastering Complexity, and Lean Transformation.

Lean Six Sigma Execution	Lean Six Sigma Capability Building	Process Innovation / Optimization	Mastering Complexity	Lean Transformation
• LSS Execution is the implementation of a process-focused set of methodologies, driven by customer-defined value, by process improvement experts alongside client teams • The LSS Execution offering builds directly from lessons learned while leading and coaching thousands of process improvement projects across various industries throughout the world	LSS Capability Building provides a structured process to facilitate cultural and fundamental process changes by: • Demonstrating the value of Lean Six Sigma • Increasing the skill sets of future leaders • Creating an infrastructure for successful continuous improvement • Transferring knowledge for a self-sustaining program	• Process Innovation and Optimization (PI&O) is an imperative focused on providing clients with processes that deliver differentiated value in the markets they serve and linking them to their business strategy. Clients currently in the process of implementing ERP systems or BPO throughout their business are keen to accelerate both value creation and realization of benefits from the project	• Complexity Management is the process by which Accenture helps clients address the growing and costly problems of complex product portfolios and multi-faceted operations and the hidden costs associated with them to focus on complexity customers value • Our approach optimizes complexity between processes & offerings to unlock hidden value in the form of product, process and organizational improvements	• Lean Transformation is the process by which companies transition to a significantly higher level of performance that is often required to execute the business strategy • The process by which companies achieve Lean Transformation is a fundamental shift followed by continuous improvement in underlying capabilities, mindsets, systems, and processes
Execution Excellence				

Execution Excellence is a process-focused set of methodologies driven by customer-defined value, that enable a client to build flexibility, speed, and process excellence into their operations to create a sustainable competitive advantage

Figure 7. Accenture's suite of Lean Six Sigma capabilities and services for process and productivity improvement.

Accenture has been providing these **Lean Six Sigma services for over 20 years** and in certain regards, quite literally, “*wrote the book on it*”. See Figure 8 (next page) for three examples of knowledge capital produced by Accenture on the matter.

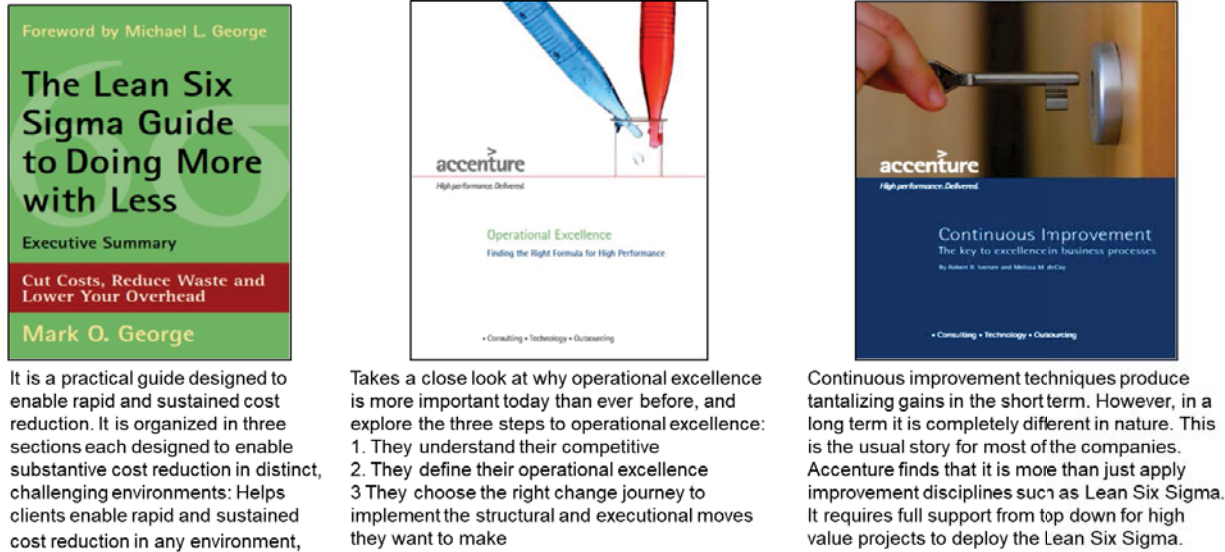


Figure 8. Accenture's knowledge capital on Lean Six Sigma and process and productivity improvement.

Similarly, we can also provide additional methods and techniques to assess the needs for and potential outcomes of system alignment and consolidation within the FORM framework. In fact, we are often approached by clients challenged by: large, complex legacy application portfolios; complex and interdependent business processes tied to those applications; the lack of key performance indicators (KPIs) to understand business performance across applications; high costs of ownership of their business applications; and the need for greater cross-portfolio visibility. To address these needs, Accenture developed a proprietary Application Portfolio Transformation offering that includes methodologies and tools to help our clients gain the visibility they need across their application landscape, assess options for systems alignment and consolidation, and guide them through the transformation path they choose.

Our Application Portfolio Transformation offering can help a client optimize and simplify their application portfolio to better align with their business and IT goals by better mapping their applications with Business Processes and KPIs. We provide these services in a two-phase, modular approach, as depicted in Figure 9, where we can conduct application assessments and develop roadmaps for the future, and/ or execute on their roadmap and manage the effort to realize value.



Figure 9. Accenture's 2-phase, Business-led IT Transformation approach.

We have **successfully demonstrated our ability to provide such services** across the U.S. and around the world **since the 1950s**, and to State and local government agencies **here in Florida since 1996**. In fact, **each of 30 the projects** depicted on Figure 3 (page 10) **involved** various elements of: **consulting on management strategy; project management; assistance with process and productivity improvement; advisory and assistance services relating to a Customer’s mission-oriented business programs or initiatives; and, system alignment and consolidation services**. And when it comes to newer industry-popular management consulting techniques, such as Co-Creation (as described above), we have recent experience here as well. As examples, we recently led the Florida Department of Highway Safety and Motor Vehicles through co-creation sessions focused on reimagining the Disabled Driver vehicle plaque of the future. And with the City of Miami’s Department of Buildings, we orchestrated a series of “Persona Mapping” user group sessions to better understand and improve the customer experience for permitting and licensure application processes.

Accenture’s General Approach to Providing:

- 3 Program research, planning, and evaluations.
- 4 Provisions of studies, analyses, scenarios, and reports relating to a Customer’s mission oriented business program of initiatives.

Accenture would leverage **Accenture Research** and our **Applied Intelligence Practice** to provide program research, planning, and evaluations, as well as studies, analyses, scenarios, and reports relating to a Customer’s mission-oriented business program of initiatives.

Comprised of **more than 300 researchers**, **Accenture Research** is our global research division, which conducts rigorous data-driven studies for our own corporate thought-leadership and for our clients. From a surveying standpoint, Accenture Research runs over 100 surveys each year—both qualitative and quantitative—leveraging the most relevant techniques appropriate for testing hypotheses and answering research questions. Accenture Research is also well versed and experienced in developing instruments from scratch, evaluating their psychometric properties, and determining the best set of items/ statements to represent a psychological construct. We understand how to create effective survey instruments by using validation techniques on well-established metrics and reliability metrics to determine internal consistency of key constructs. We also use a variety of statistical techniques to interrogate the data for optimal scale development including reliability analysis, factor analysis, regression analysis and a host of other statistics that allow us to fulfill research needs. Additionally, we recently developed a theory-based proprietary measure of customer experience, leveraging qualitative research to identify key constructs in customer affinity. It was validated using quantitative methods, which relied on psychometric analysis by our in-house psychometrician trained in applied-experimental methods.

These methods can be applied in government to help uncover citizen expectations. For example, our team, working with the State of Florida Agency for State Technology (now Division of State Technology), developed, disseminated, collected, and reported on a Statewide Citizens Digital Trends survey (n= 2000 Florida residents) on citizens’ current and desired usage of technologies to interact with State government. This effort included a phone bank-based survey yielding 2000 responses, with special sampling attention paid to ensure adequate representation of Miami-Dade, and Hillsborough, and Orange counties versus the rest of the State. The gaps revealed in this study were used to inform State Information Technology policy from 2015 to 2018.

Accenture’s **Applied Intelligence Practice**, and more specifically our North America Health & Public Service Applied Intelligence Practice, is a team of **1300+ data scientists, data engineers, and data visualization specialists** that help our clients in the health, public service, and educational industries solve tough problems through analysis of large, complex, and often ill-defined datasets.

Our capability spans every type of big data challenge, from data management and platform/tooling setup, to predictive analytics, to churning through massive unstructured data such as text data, video, images, sensor data, social media data, clickstream data, and web-scraping. To further bolster our ability in this area, we have sourced and/or developed relationships with 250+ data sources, across a wide range of topics and fields, that we can bring to bear for both baseline assessments and for eventual comparisons once data is collected for the primary purpose. And when it comes to reporting on the data, we also bring extensive experience in crafting the full spectrum of visual data analytics, infographics, and interactive visualizations and portals for our clients.

This Applied Intelligence Practice can provide our clients a modern data platform, advanced analytics services, Public Health insight from 500+ domain specialist. This team is skilled in the latest data and analytics tools, such as: Azure, Informatica, Power BI, and others. See Figure 10 for more details.

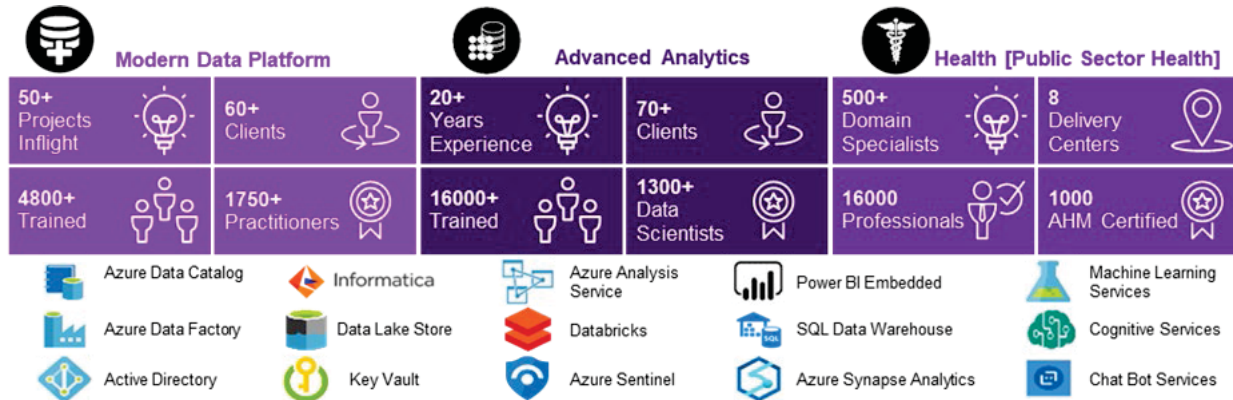


Figure 10. Key facts regarding Accenture's Applied Intelligence Practice.

In 2020, **Gartner** recognized the work of our Applied Intelligence Practice by placing us as a **Leader** in their **Magic Quadrant for Data and Analytics Service Providers** (Figure 11).

One example of our ability to successfully leverage our Applied Intelligence Practice for the benefit of the State of Florida is our work on the Central Florida Education Ecosystem Database (CFEED). With support from Helios Education Foundation, the School District of Osceola County (SDOC), Orange County Public Schools (OCPS), Valencia College (Valencia), the University of Central Florida (UCF), Accenture's Applied Intelligence Practice, and WestEd are engaged in a collaborative effort to develop and test hypotheses on student readiness. The vision of CFEED is to create a model of collaborative data sharing among Central Florida pre-kindergarten through university public educational institutions to identify factors that inform decisions and interventions to increase success, outcomes, and opportunities for all students.



Figure 11. Accenture is a Gartner Magic Quadrant Leader In Data and Analytics Services.

Accenture’s General Approach to Providing:

- 5 Customized training as needed to achieve a management consulting objective.

Accenture has provided **customized training** to achieve management consulting objects **since the time we started providing consulting services in the 1950s**. Over the years we have refined and honed the training methods and tools we use to guide and support clients from the inception of a training strategy and plan all the way through training development, delivery, and administration. In recent years, we have also recognized a number of trends brought on by digital innovations that are reshaping the way training can be delivered to further enhance learning for our clients (Figure 12).



Figure 12. Recent trends in training and learning Accenture is taking advantage of to benefit our clients.

Accenture is taking advantage of these trends to bring our clients an even more user-centric approach to training than we have seen in the past. What this means is that we can now work with our clients to understand the audience and desired management consulting objective and create customized, multi-delivery method learning experiences for users/ user groups with supporting content.

We also understand that learning for adults is not the same as learning for developing minds, and any learning approach for the workforce needs to account for the busy lives of its learners. Two concepts have a key role to play in this:

- **MICROLEARNING** – Breaking up large, complicated concepts into small chunks that easily fit into the schedule of a busy professional.
- **EXPERIENTIAL LEARNING** – Active, immersive learning based on real-world experiences. It encourages learners to experiment and incorporates teamwork and other social interactions.

For this reason, Accenture subscribes to the 70-20-10 principle, working to move 90% of learning for our clients to informal or digital methods and reducing traditional, formal training to 10% of the learner experience, as shown in Figure 13.

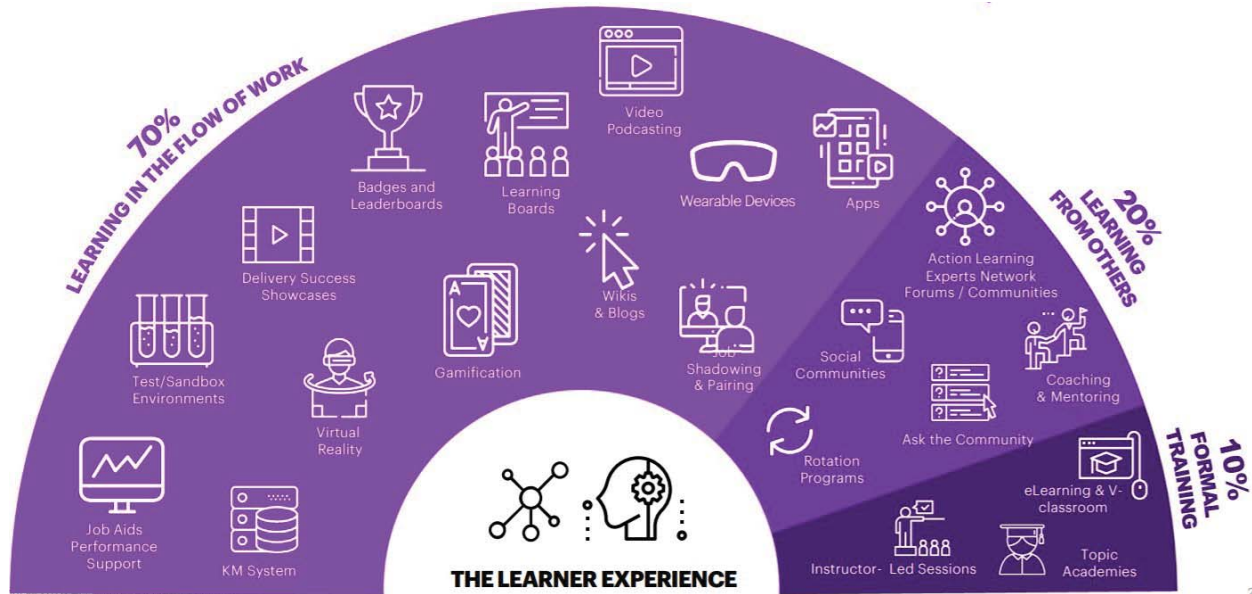


Figure 13. Accenture applies the 70-20-10 principle to enhance the learning experience.

Our approach to training can be offered in a stand-alone fashion, if a client is only seeking those services, or in conjunction with our FORM methodology, as described above. Our training methodologies have been applied to meet the needs of State of Florida agencies and other public sector entities for more than 24 years, including:

- **Department of Financial Services, Florida PALM** – we are currently engaged with the Department to design, develop, and support delivery of custom instructor-led and web-based training, as well as job aides and an online help application, for an integrated, enterprise financial management solution that is replacing the State's current accounting and cash management systems
- **Department of Highway Safety and Motor Vehicles; Motorist Modernization** – we are currently engaged with the Department to modernize the State's drivers' license and vehicle registration applications, and developed the corresponding OCM strategy, encompassing communication, training strategy and process readiness for the Department.
- **Department of Management Services; MyFloridaMarketPlace** – we have over 15 years of experience supporting the Department in the design, development, and delivery of custom instructor-led and web-based courses, job aides, manuals, newsletters, and YouTube® videos, supporting the adoption and utilization of MyFloridaMarketPlace across the State's 100,000+ agency and vendor end users.
- **Agency for Healthcare Administration; Integration Service and Integration Platform (IS/IP)** – we are currently designing and developing technical training for users, module vendors, and Agency staff on the foundation platform of the Florida Health Care Connections, the first component of the Agency's replacement of the legacy statewide system.
- **Miami-Dade County; EDGE ERP Project** – we are currently engaged with Miami-Dade County to design, develop, and support delivery of custom instructor-led and web-based training, as well as job aides and an online help application, to support use of a new financial management system by end users.

Additionally, we can offer clients subscription to our proprietary **Accenture Academy**; a cloud-based, comprehensive and cost-effective learning service that supports capability development utilizing a competency-based approach. Accenture Academy addresses unique workforce learning needs and has supported the upskilling of over **825,000 users in 160 countries** over the past **16 years** through functional courses and access to just-in-time research findings.

Accenture's General Approach to Providing:

- 9 Comprehensive grants management services related to the Stafford Disaster Relief and Emergency Assistance Act and other related State and Federal grant programs.

Accenture has deep experience in providing State and Federal grants management services like the Stafford Disaster Relief and Emergency Assistance Act. In fact, we bring an extensive depth of experience in federal grants management and reporting from our project work with some of the largest grant funding agencies in the federal government – such as the Department of Education, FEMA, U.S. Department of Agriculture, the State Department, and the National Science Foundation. While we work with these agencies on a range of projects and issues, we have also helped build grants accounting and management systems for many of them.

We have also worked with other states on managing their federal grant monies. One example is our work with the Commonwealth of Massachusetts, Executive Office for Administration and Finance (ANF). When the American Recovery and Reinvestment Act (ARRA) was enacted, the Massachusetts Governor tasked the ANF with mobilizing for and coordinating the management of ARRA funds across their lifecycle. The Commonwealth received approximately \$8.7 billion in ARRA funding (excluding tax benefits). Effective management of ARRA was one of the Commonwealth's highest priorities at that time. ANF established a dedicated program management office (PMO) for Massachusetts that was critical to the Commonwealth's efforts in achieving the intended outcomes of accountability and transparency in the management of ARRA funds. ANF engaged Accenture to assist in developing a written plan for the PMO outlining the structure, roles and responsibilities, inventory of business processes and inventory of systems needed to manage ARRA funds over the life of the Act.

Since the outbreak of COVID-19, the federal government has passed 4 major pieces of legislation to respond to the pandemic. Collectively, these bills and appropriations make Disaster Relief Resources available, including funding for state and local governments for everything from emergency response, to health care, nutrition, unemployment, education, small business assistance, fiscal stabilization, and much more. In addition, we expect that at some point this summer, the Congress will pass a fifth bill, which is likely to help state and local governments directly address unexpected budget gaps in Fiscal Years 2020 and 2021, largely as a result of dramatically reduced tax revenues.

In response, Accenture developed a set of approaches and methodologies to provide a comprehensive scope of services to help state and local governments identify, track, manage, and account for COVID-19 related funding. Through these, we can provide a systematic approach to address several such needs, including but not limited to:

- Project Assessment, Development & Formulation
- Cost Tracking and Accounting
- Communication and Liaison Services
- Reporting and Compliance Monitoring
- Guidance and Training
- Project Design and Assessment

In addition, we are beginning to help those jurisdictions think about what government looks like in a post-COVID era: how agency organization and service delivery evolve to be more effective, more efficient, and more citizen friendly.

To date, we are engaged to **provide more than ten state governments**—including Georgia, Kansas, Massachusetts, Michigan, New Mexico, New York, Oklahoma, Pennsylvania, and Virginia—services related to the COVID-19 pandemic and the **management of response, relief, and recovery funds** (Figure 14, next page).

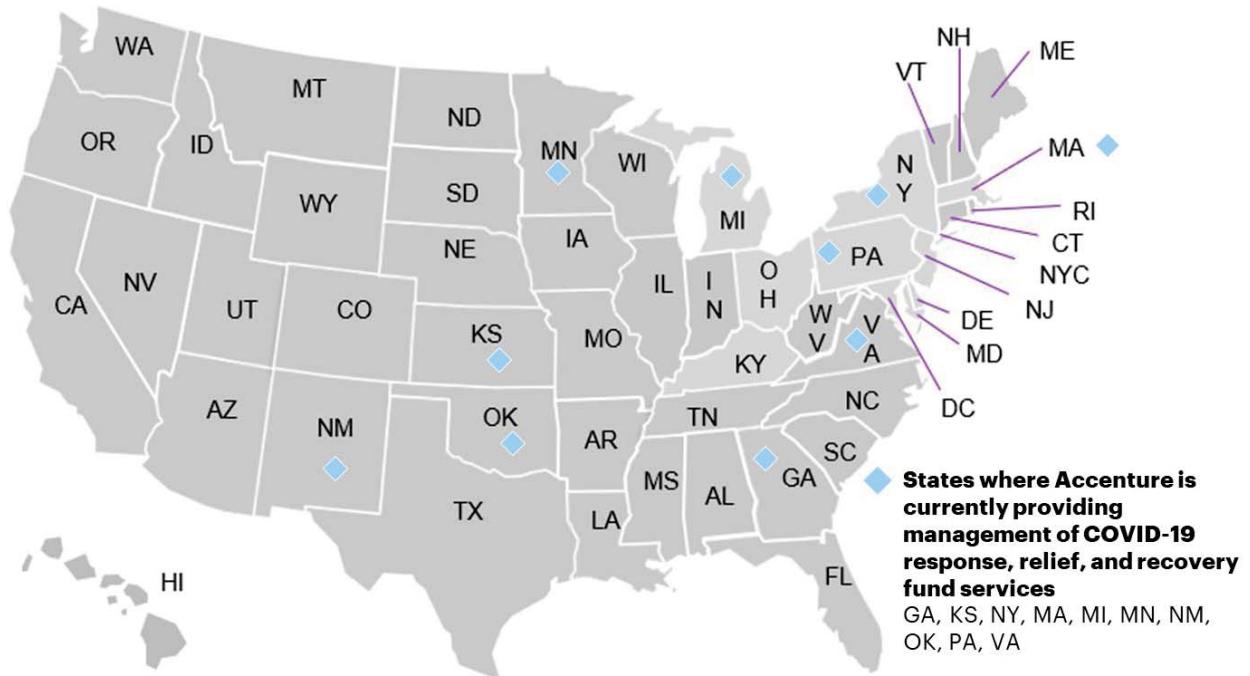


Figure 14. Accenture is helping manage federal COVID-19 response, relief, and recovery funds for 10 states.

Finally, Accenture is a **leader in financial systems implementations for state and local governments**, including the State of Florida. Here, we are currently implementing the State's Planning, Accounting, and Ledger Management (Florida PALM) to replace to current Statewide accounting system (FLAIR). In this project, compliance to grant requirements and project accounting are key areas of focus and provide learnings we can apply to other projects where we may be engaged to help the State or local governments manage federal grants.

Accenture's Ability to Provide Services Statewide

As described earlier in our response to this RFP's Request 1 regarding Experience, and as re-depicted in Figure 15, Accenture has **more than 1000 Florida-based employees**, across offices in **Miami, Tampa, Orlando, and Tallahassee**. Having such a large bench of resources, with a diverse set of knowledge and skills, gives us the necessary reach and ability to provide management consulting services Statewide. In instances where it is necessary—due to the size, complexity, or unique challenges our clients may face—we are also fortunate to be able to draw upon the significant resource and talent pool offered by both our North America and Global Strategy and Management Consulting Practices.



Figure 15. Accenture's Statewide footprint.

Accenture’s Ability to Offer Diverse Knowledge and Skills

The State of Florida wisely recognizes the need for service providers with diverse knowledge and skills. Accenture believes that for a company to truly have diverse knowledge and skill you have to start with a diverse workforce, and then foster that workforce’s ongoing skill development.

When it comes to diversity, Accenture is certainly an inclusive place. In fact, for the last two years, we have been recognized by Refinitiv’s Global Diversity & Inclusion Index as the most diverse and inclusive workplace among the top 100 publicly traded companies (Figure 16, www.refinitiv.com).

That recognition is due in part to specific programs we have put in place, such as our global **Getting to Equal** initiative. Through this concentrated effort, by 2025 the entire Accenture workforce will be **50% women and 50% men**. As of 2020, our North America Public Service Practice—which would primarily serve the State of Florida, through this State Term Contract—has already achieved that goal. This unwavering commitment to inclusion and diversity unleashes innovation and creates a culture where everyone feels they have an equal opportunity. Accenture also makes significant investments in the ongoing skill development of our people through various training offerings. Our clients’ needs for innovation never stop—so neither do we. To meet this demand, Accenture has five regional learning hubs, connected classrooms, online courses, and learning boards to allow for our people to learn collaboratively, continuously, and effectively so they can bring their clients the latest learnings in innovation and problem solving (see Table 8 for further examples).

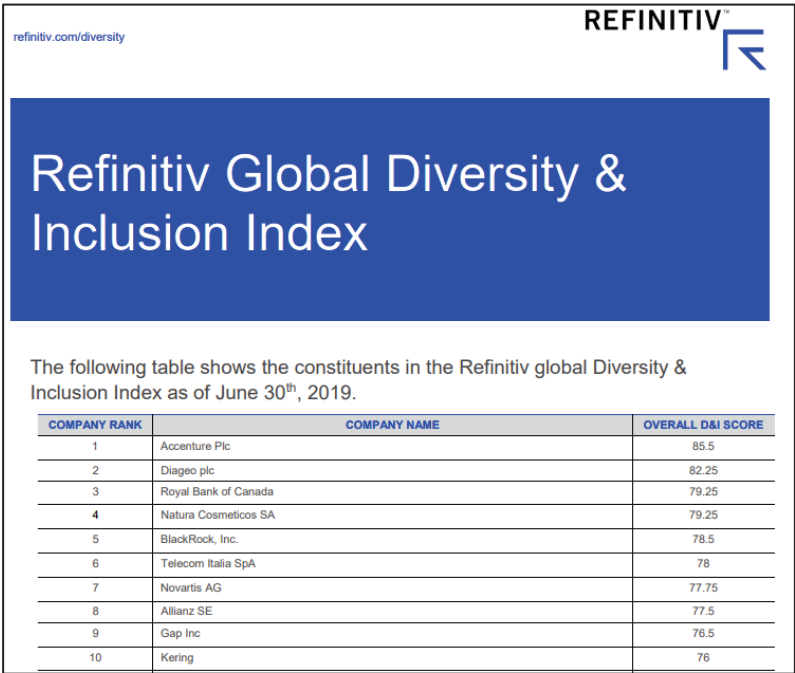


Figure 16. Accenture is a corporate leader for diversity.

2,400+ ONLINE COURSES

Allows Accenture’s people to learn new skills and hone existing ones. Always-on training is matched to roles, business area and geography, keeping innovation at the center.

2,700+ LEARNING BOARDS

Expert-curated content is constantly updated from leading experts around the globe, offering real-time, right-sized learning.

91 CONNECTED CLASSROOMS

Contains state of the art technology that eliminates borders and connects Accenture colleagues and experts around the globe into one rich learning environment.

Table 8. Examples of Accenture’s commitment to ongoing skill development.

Accenture’s Ability to Provide Staffing

Accenture’s ability to provide staffing for Florida Management Consulting projects—like all of our projects around the word—requires a continuous focus on recruiting top talent. Accenture’s recruitment efforts span both college graduate recruitment from the top colleges and universities,

as well as experienced hire recruitment bringing in seasoned professionals with deep industry expertise. This balanced recruitment strategy gives us the ability to adapt to client needs and bring the most qualified, dedicated team members to each of our projects.

To successfully staff a project, Accenture analyzes staffing needs on an ongoing basis with an eye on project objectives and the specific tasks needed to achieve those objectives. We then determine the skillsets needed to complete those tasks and fill the roles identified. Finally, Accenture considers the past experiences of a pool of resources to determine if their experience meets requirements set by the project.

All our consulting employees, leadership, and internal HR professionals use myScheduling; a proprietary application we use for tracking and filling open Accenture positions across our projects. Within myScheduling, roles are posted with a focus on the key skills and experience preferred for the role. Resumes are then collected by the Project Manager to review and sort. Our scheduling system allows individuals to narrow searches based on geographic regions, and furthermore the ability to internally prioritize resources for a role.

When candidates are identified they are interviewed to confirm they meet criteria for the posted role, including aspects such as previous work in the public sector, years of experience, and specific skill sets that match the role description. After internal interviews, successful candidates are proposed to the client for review and interview. Selected candidates are then confirmed to the role and onboarded accordingly.

Accenture's Florida-based Public Service Management Consulting Team

The summary résumés provided as part of our bid represent a sample of Accenture's team of Florida-based Public Service Strategy and Management Consulting practitioners who will lead and conduct our work on projects resulting from our inclusion on Florida's State Term Contract for Management Consulting Services. As you will see, these individuals come with a diverse set of knowledge and skills across the broad services areas we are proposing on, as well as other complementary consulting skills, such as those tied to the services shown in Figure 17, which we can provide within the framework of management consulting engagements. If needs for an even greater array of knowledge and skillsets arise, we can also reach into our North America and Global Strategy and Management Consulting Practices, where **we have hundreds—if not thousands**—of additional practitioners to draw upon.

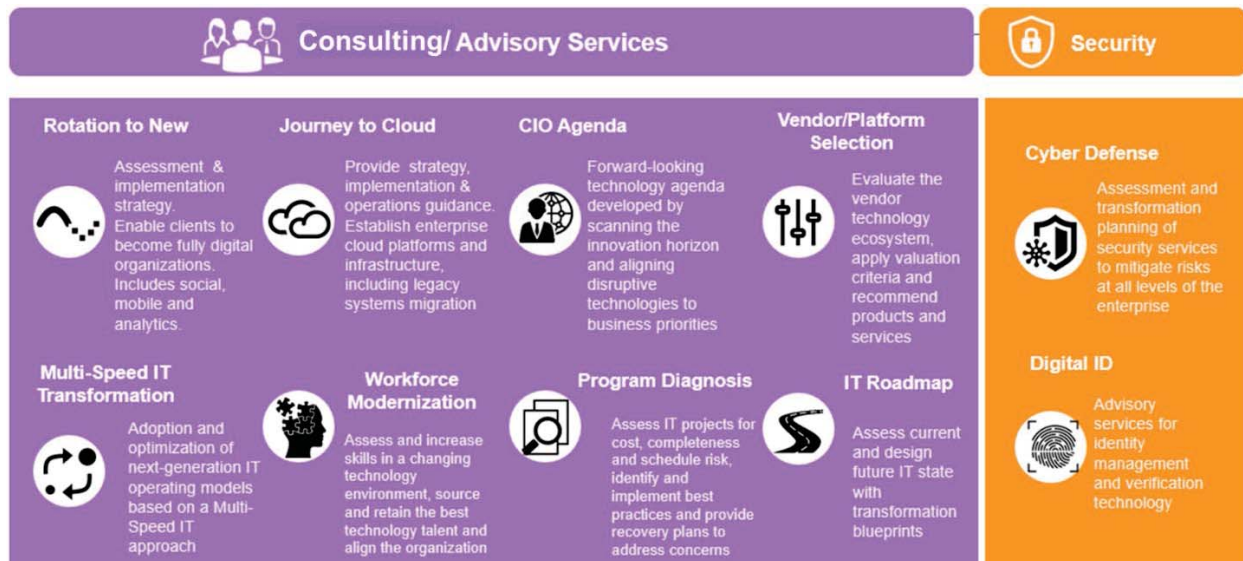


Figure 17. Consulting and Security Advisory services we can provide within the management consulting framework.

Contract Attachment D

Authorized Services List

Category 1: Management Consulting Services

Accenture LLP has been awarded and therefore is Authorized to provide the Services listed below through State Term Contract No. 80101500-20-1 for Management Consulting Services, Section IV. e) Services:

- Consulting on management strategy.
- Project management.
- Program research, planning, and evaluations.
- Provision of studies, analyses, scenarios, and reports relating to a Customer's mission-oriented business programs or initiatives.
- Customized training as needed to achieve a management consulting objective.
- Assistance with process and productivity improvement.
- Advisory and assistance services relating to a Customer's mission-oriented business programs or initiatives.
- Systems alignment and consolidation.
- Comprehensive grants management services related to the Stafford Disaster Relief and Emergency Assistance Act and other related State and Federal grant programs.

Contract Attachment E



Contractor Information Form

Contractors with an active state contract or agreement procured by the Division of State Purchasing should use this form to provide contact information for customers, which will be posted on the Department of Management Services (DMS) website. The form must be submitted to the assigned contract manager at the time of contract execution and whenever changes are requested by the contractor throughout the life of the contract.

***** PLEASE RETURN THIS FORM TO DMS IN EXCEL FORMAT ONLY *****

Contract Name:	Management Consulting Services		
Contract Number:	80101500-20-1		
Contractor Name:	Accenture LLP		
FEIN:	72-0542904	*** MUST MATCH ACTIVE SUNBIZ.ORG REGISTRATION ***	
Website:	www.accenture.com		

Customer Contact

Contact for sales information, ordering, and billing questions.

Name:	Suzanne Easter		
Email:	suzanne.m.easter@accenture.com		
Phone:	919-326-8387	ext.	
Address:	3800 Esplanade Way, Suite 100		
City:	Tallahassee		
State:	FL		
ZIP:	32311	+4:	

Contract Administrator

Contact for escalated customer needs.

Name:	Shireen Sackreiter		
Email:	shireen.s.sackreiter@accenture.com		
Phone:	850-445-3084	ext.	
Address:	3800 Esplanade Way, Suite 100		
City:	Tallahassee		
State:	FL		
ZIP:	32311	+4:	

If there is additional information that you would like to make available to customers on the DMS website, please enter it in the field below. The assigned contract manager will review your request and notify you whether or not the information is approved for posting.

--

Contract Attachment F No Offshoring

The undersigned Respondent hereby attests that it will not perform any of the Contract services from outside of the United States, including not utilizing offshore subcontractors in the performance of a Contract award, and will remain in compliance with the subcontractor clause in the Contract.

Respondent Name: Accenture LLP

Respondent Federal Employer Identification Number (FEIN #): F720542904

Authorized Signature:



Shireen S. Sackreiter

Print Name:

Managing Director

Title:

June 9, 2020

Date:

Contract Attachment G
Subcontracting

Complete the information below on all subcontractors that will provide services to the Respondent to meet the requirements of the resultant contract, should the Respondent be awarded. Submission of this form does not indicate the Department's approval but provides the Department with information on proposed subcontractors for review.

Please complete a separate sheet for each subcontractor.

There will be subcontractors for this solicitation YES ____ NO ____ (place a checkbox where applicable). If not, Respondents are not required to complete the remainder of this form.

Service: _____

Company Name: _____

Contact: _____

Address: _____

Telephone: _____

Fax: _____

Current Office of Supplier Diversity
certification of woman-, veteran, or
minority-owned small business
enterprise Yes _____ No _____

W-9 verification: Yes _____ No _____

In a job description format, describe below the responsibilities and duties of the subcontractor based on the technical specifications or statement of work outlined in this solicitation.



AMENDMENT NO.: 1

Contract No.: 80101500-20-1

Contract Name: Management Consulting Services

This Amendment ("Amendment"), to the Management Consulting Services State Term Contract No. 80101500-20-1 ("Contract"), is made by and between the State of Florida, Department of Management Services ("Department"), and Accenture LLP ("Contractor"), collectively referred to herein as the "Parties."

WHEREAS the initial term of the Contract for the provision of management consulting services began on March 1, 2021; and

WHEREAS pursuant to Section 6.9, Modification and Severability, of Contract Attachment B, Special Contract Conditions, the Contract may be amended by mutual written agreement.

THEREFORE, in consideration of the mutual promises contained below, and other good and valuable consideration, receipt, and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. Contract Amendments.

- a. The attached Contract Attachment H, Additional Special Contract Conditions, is added in its entirety to the Contract
- b. Contract Section III is hereby deleted in its entirety and replaced with the following:

III. Contract.

As used in this document, "Contract" (whether or not capitalized) shall, unless the context requires otherwise, include the Contract, as amended by this document and all incorporated Attachments, which set forth the entire understanding of the Parties and supersedes all prior agreements. All modifications to this Contract must be in writing and signed by all Parties.

All Attachments listed below are incorporated in their entirety into, and form part of, this Contract. The Contract Attachments shall have priority in the order listed:

- a) Additional Special Contract Conditions, Contract Attachment H
- b) Special Contract Conditions, Contract Attachment B
- c) Contractor's submitted Cost Proposal, Contract Attachment A
- d) Customer Contract or Purchase Order(s)
- e) Contractor's submitted Technical Proposal, Contract Attachment C
- f) Authorized Services List, Contract Attachment D



AMENDMENT NO.: 1

Contract No.: 80101500-20-1

Contract Name: Management Consulting Services

g) Contractor Information Form, Contract Attachment E

h) No Offshoring, Contract Attachment F

h) Subcontracting, Contract Attachment G

c. Contract section IV, f (2), Minimum Number of RFQs Sent by Customer, of the Statement of Work, is hereby deleted in its entirety and replaced with the following:

Section IV, f (2), Minimum Number of RFQs Sent by Customer

Customers Utilizing MFMP: All Customers who utilize MFMP must use the MFMP Sourcing application for creating RFQs under the Management Consulting Services State Term Contract. The Customer shall select at least one contractor available under the Management Consulting Services State Term Contract and authorized to provide the type of service being requested, to which to send its RFQ. MFMP sourcing will randomly select up to 25 contractors (or all contractors if fewer than 25) authorized to provide the requested service and automatically add them to the RFQ event.

Customers Not Utilizing MFMP: Customers who do not utilize MFMP shall create an RFQ document each time they desire to solicit management consulting services and shall send the RFQ document electronically via email to at least 25 contractors (or all contractors if fewer than 25) available under the Management Consulting Services State Term Contract and authorized to provide the type of services being requested.

II. Conflict. To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.

III. Warranty of Authority. Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

IV. Effect. Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect.



AMENDMENT NO.: 1
Contract No.: 80101500-20-1
Contract Name: Management Consulting Services

State of Florida:
Department of Management Services

Accenture LLP

By: DocuSigned by:
Patrick Gillespie
16B191447D2C4C0...

By: DocuSigned by:
Shireen Sackreiter
2105B0584A024CA...

Name: Patrick Gillespie

Name: Shireen Sackreiter

Title: Deputy Secretary of Business Operations

Title: Managing Director

Date: 8/15/2022 | 4:14 PM EDT

Date: 6/21/2022 | 7:36 PM BST



CONTRACT ATTACHMENT H ADDITIONAL SPECIAL CONTRACT CONDITIONS

A. Special Contract Conditions revisions: the corresponding subsections of the Special Contract Conditions referenced below are replaced in their entirety with the following:

2.2 Renewal.

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(14), F.S.

3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(24), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c) and (g), F.S., are hereby incorporated by reference.

Nothing contained within this Contract shall be construed to prohibit the Contractor from disclosing information relevant to performance of the Contract or purchase order to members or staff of the Florida Senate or Florida House of Representatives.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a continuing oversight team.

The Contractor will comply with all applicable disclosure requirements set forth in section 286.101, F.S. In the event the Department of Financial Services issues the Contractor a final

order determining a third or subsequent violation pursuant to section 286.101(7)(c), F.S., the Contractor shall immediately notify the Department and applicable Customers and shall be disqualified from Contract eligibility.

5.4 Convicted, Discriminatory, Antitrust Violator, and Suspended Vendor Lists.

In accordance with sections 287.133, 287.134, and 287.137, F.S., the Contractor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S. For purposes of this Contract, a person or affiliate who is on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List during the term of the Contract.

In accordance with section 287.1351, F.S., a vendor placed on the Suspended Vendor List may not enter into or renew a contract to provide any goods or services to an agency after its placement on the Suspended Vendor List.

A firm or individual placed on the Suspended Vendor List pursuant to section 287.1351, F.S., the Convicted Vendor List pursuant to section 287.133, F.S., the Antitrust Violator Vendor List pursuant to section 287.137, F.S., or the Discriminatory Vendor List pursuant to section 287.134, F.S., is immediately disqualified from Contract eligibility.

5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration or termination of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F.S., made or received by the Contractor in conjunction with the Contract unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

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 DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@DMS.FL.GOV, (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

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

12.1 Performance or Compliance Audits.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of

the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, and the Office of the Auditor General shall also have authority to perform audits and inspections.

13.2 E-Verify.

The Contractor and its subcontractors have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees in accordance with section 448.095, F.S. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract. The Contractor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Department's Contract Manager within five days of Contract execution.

This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one year after the date of such termination. The Department will promptly notify the Contractor and order the immediate termination of the contract between the Contractor and a subcontractor performing work on its behalf for this Contract should the Department have a good faith belief that the subcontractor has knowingly violated section 448.09(1), F.S.

B. Special Contract Conditions additions: the following subsection is added to the Special Contract Conditions:

12.3 Document Inspection.

In accordance with section 216.1366, F.S., the Department or a state agency is authorized to inspect the: (a) financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Contractor which the Department or state agency determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department or a state agency within 10 Business Days after the request is made.



CONTRACT AMENDMENT NO.: 2

Contract No.: 80101500-20-1

Contract Name: Management Consulting Services

This Contract Amendment to the Management Consulting Services Contract No. 80101500-20-1 ("Contract") is made by the State of Florida, Department of Management Services ("Department") and Accenture LLP ("Contractor"), with its principal place of business located at 161 North Clark Street, Chicago, IL 60601, collectively referred to herein as the "Parties."

WHEREAS the Parties entered into the Contract which became effective on March 1, 2021, for the provision of Management Consulting Services; and

WHEREAS the Parties agree to renew the Contract as provided for in Contract Attachment B, Special Contract Conditions, subsection 2.2, Renewal; and

WHEREAS the Parties agreed that the Contract may be amended by mutual agreement as provided in Contract Attachment B, Special Contract Conditions, subsection 6.9, Modification and Severability.

ACCORDINGLY, and in consideration of the mutual promises contained in the Contract documents, the Parties agree as follows:

I. Contract Amendment. Contract Attachment H, Additional Special Contract Conditions, is hereby deleted, and replaced in its entirety with the attached Contract Attachment H, Additional Special Contract Conditions.

II. Contract Extension. The Contract is amended to extend the Term for a period of six (6) months pursuant to the same terms and conditions except as specified in this amendment, with a new Contract expiration date of August 31, 2024.

III. Warranty of Authority. Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

IV. Conflict. To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.

V. Effect. Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect. This Amendment is effective when signed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Amendment by their duly authorized representatives.



CONTRACT AMENDMENT NO.: 2
Contract No.: 80101500-20-1
Contract Name: Management Consulting Services

State of Florida:
Department of Management Services

By: DocuSigned by:
Pedro Allende
5E91A9D369EB47C...

Name: Pedro Allende
Title: Secretary
Date: 9/13/2023 | 7:39 AM EDT

Contractor:
Accenture LLP

By: DocuSigned by:
Shireen S Sackreiter
2105B0584A024CA...

Name: Shireen S Sackreiter
Title: Managing Director
Date: 9/7/2023 | 4:47 PM BST



CONTRACT AMENDMENT NO.: 2

Contract No.: 80101500-20-1

Contract Name: Management Consulting Services

**CONTRACT ATTACHMENT H
ADDITIONAL SPECIAL CONTRACT CONDITIONS**

A. Special Contract Conditions revisions: the corresponding subsections of the Special Contract Conditions referenced below are replaced in their entirety with the following:

2.2 Renewal.

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(14), F.S.

3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(24), F.S., all payments shall be assessed a Transaction Fee of one percent (1.0%), or as may otherwise be established by law, which the vendor shall pay to the State.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, the vendor shall pay the Transaction Fee pursuant to subsection 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

The vendor shall receive a credit for any Transaction Fee paid by the vendor for the purchase of any item(s) if such item(s) are returned to the vendor through no fault, act, or omission of the vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of the agreement.

Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or submission of required reporting of transactions shall constitute grounds for declaring the Vendor in default.

5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local

**CONTRACT AMENDMENT NO.: 2**

Contract No.: 80101500-20-1

Contract Name: Management Consulting Services

agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c) and (g), F.S., are hereby incorporated by reference.

Nothing contained within this Contract shall be construed to prohibit the Contractor from disclosing information relevant to performance of the Contract or purchase order to members or staff of the Florida Senate or Florida House of Representatives.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a continuing oversight team.

The Contractor will comply with all applicable disclosure requirements set forth in section 286.101, F.S. In the event the Department of Financial Services issues the Contractor a final order determining a third or subsequent violation pursuant to section 286.101(7)(c), F.S., the Contractor shall immediately notify the Department and applicable Customers and shall be disqualified from Contract eligibility.

5.4 Convicted, Discriminatory, Antitrust Violator, and Suspended Vendor Lists.

In accordance with sections 287.133, 287.134, and 287.137, F.S., the Contractor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S. For purposes of this Contract, a person or affiliate who is on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List during the term of the Contract.

In accordance with section 287.1351, F.S., a vendor placed on the Suspended Vendor List may not enter into or renew a contract to provide any goods or services to an agency after its placement on the Suspended Vendor List.

A firm or individual placed on the Suspended Vendor List pursuant to section 287.1351, F.S., the Convicted Vendor List pursuant to section 287.133, F.S., the Antitrust Violator Vendor List pursuant to section 287.137, F.S., or the Discriminatory Vendor List pursuant to section 287.134, F.S., is immediately disqualified from Contract eligibility.

5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

**CONTRACT AMENDMENT NO.: 2**

Contract No.: 80101500-20-1

Contract Name: Management Consulting Services

Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration or termination of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

6.10 Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(6), F.A.C.

8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F.S., made or received by the Contractor in conjunction with the Contract unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

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 DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@DMS.FL.GOV, (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:



CONTRACT AMENDMENT NO.: 2

Contract No.: 80101500-20-1

Contract Name: Management Consulting Services

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

12.1 Performance or Compliance Audits.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, and the Office of the Auditor General shall also have authority to perform audits and inspections.

13.2 E-Verify.

The Contractor and its subcontractors shall register with and use the U.S. Department of



CONTRACT AMENDMENT NO.: 2

Contract No.: 80101500-20-1

Contract Name: Management Consulting Services

Homeland Security's (DHS) E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor in accordance with section 448.095, F.S. The Contractor shall obtain an affidavit from its subcontractors in accordance with paragraph (5)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract.

Special Contract Conditions additions: the following subsection is added to the Special Contract Conditions:

12.3 Document Inspection.

In accordance with section 216.1366, F.S., the Department or a state agency is authorized to inspect the: (a) financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Contractor which the Department or state agency determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department or a state agency within 10 Business Days after the request is made.



CONTRACT AMENDMENT NO.: 3

Contract No.: 80101500-20-1

Contract Name: Management Consulting Services

This Contract Amendment to Contract No. 80101500-20-1 ("Contract") is made by the State of Florida, Department of Management Services ("Department") and Accenture LLP ("Contractor"), with its principal place of business located at ATTN:CLAUIDA A., 500 W. MADISON ST., CHICAGO, IL 60661 collectively referred to herein as the "Parties."

WHEREAS the Parties entered into the Contract which became effective on March 1, 2021 for the provision of Management Consulting Services;

WHEREAS the Contract was extended for a period of six months, with a new Contract expiration date of August 31, 2024 and;

WHEREAS the Parties agree to extend the Contract for three (3) months per s. 287.057(13), F.S.; and

WHEREAS the Parties agreed that the Contract may be amended by mutual agreement as provided in Attachment B, Special Contract Conditions (Florida), subsection 6.9, Modification and Severability.

ACCORDINGLY, and in consideration of the mutual promises contained in the Contract documents, the Parties agree as follows:

I. Contract Extension. The Contract is extended for a period of three (3) months pursuant to the same terms and conditions of the contract and any executed written amendments, with a new Contract expiration date of November 30, 2024.

II. Warranty of Authority. Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

III. Conflict. To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.

IV. Effect. Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect. This Amendment is effective when signed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Amendment by their duly authorized representatives.



CONTRACT AMENDMENT NO.: 3

Contract No.: 80101500-20-1

Contract Name: Management Consulting Services

State of Florida:
Department of Management Services

Contractor:
Accenture LLP

By: DocuSigned by:
Pedro Allende
C94713929499485...

Name: Pedro Allende
Title: Secretary
Date: 7/11/2024 | 3:58 PM EDT

By: DocuSigned by:
Shireen Sackreiter
F6E18CF52E254C5...

Name: Shireen Sackreiter
Title: Managing Director
Date: 7/11/2024 | 12:14 PM EDT



CONTRACT AMENDMENT NO.: 4

Contract No.: 80101500-20-1

Contract Name: Management Consulting Services

This Contract Amendment to Contract No. 80101500-20-1 ("Contract") is made by the State of Florida, Department of Management Services ("Department") and Accenture LLP ("Contractor"), with its principal place of business located at ATTN:CLAUIDA A., 500 W. MADISON ST., CHICAGO, IL 60661, collectively referred to herein as the "Parties."

WHEREAS the Parties entered into the Contract which became effective on March 1, 2021 for the provision of Management Consulting Services;

WHEREAS the Contract was extended for a period of six months, with a new Contract expiration date of August 31, 2024 and;

WHEREAS the Contract was extended for a period of three months, with a new Contract expiration date of November 30, 2024, and;

WHEREAS the Parties agree to extend the Contract for six (6) months per s. 287.057(13), F.S.; and

WHEREAS the Parties agreed that the Contract may be amended by mutual agreement as provided in Attachment B, Special Contract Conditions (Florida), subsection 6.9, Modification and Severability.

ACCORDINGLY, and in consideration of the mutual promises contained in the Contract documents, the Parties agree as follows:

I. Contract Extension. The Contract is extended for a period of six (6) months pursuant to the same terms and conditions of the contract and any executed written amendments, with a new Contract expiration date of May 31, 2025.

II. Warranty of Authority. Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

III. Conflict. To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.

IV. Effect. Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect. This Amendment is effective when signed by both Parties.

SIGNATURE PAGE IMMEDIATELY FOLLOWS



CONTRACT AMENDMENT NO.: 4

Contract No.: 80101500-20-1

Contract Name: Management Consulting Services

IN WITNESS WHEREOF, the Parties have executed this Amendment by their duly authorized representatives.

State of Florida:
Department of Management Services

By: DocuSigned by:
Pedro Allende
C94713929499485...

Name: Pedro Allende
Title: Secretary
Date: 10/18/2024 | 7:06 PM EDT

Contractor:
Accenture LLP

By: DocuSigned by:
Shireen Sackreiter
F6E18CF52E254C5...

Name: Shireen Sackreiter
Title: Managing Director
Date: 10/15/2024 | 12:27 PM PDT

Exhibit “B”
Scope of Services and Annual Compensation

Scope of Work

Anser is proposing to maintain the scope of work established in our previous ARPA engagement. The table below details the proposed tasks:

ARPA Service/Task Description	
1. Provide advice to the County about accounting and compliance procedures related to federal grants.	9. Assist with developing closeout strategies and procedures for the County and assist the County with implementing those strategies and procedures.
2. Support to meet all stated deadlines to meet ARPA Act of 2021 required timelines to recover full reimbursement.	10. Assist with responding to any requests for audit information by any source and assist with preparing responses to any audit.
3. Meet with federal representatives and/or state representatives as requested to discuss the County's COVID-19 related costs and expenditures.	11. Confirm the County's information is prepared recognized accounting principles in carrying out any of the services pursuant to the contract.
4. Assist the County in completing the appropriate documentation required for federal grant funding and submitting all eligible expenditures to the appropriate agencies within the required deadline.	12. Provide miscellaneous services not otherwise described but which the County may require during the contract or any other tasks associated with accounting services or documentation reimbursement process as requested by the County.
5. Provide assistance to determine if any eligible expenses have not been quantified and presented for reimbursement.	13. Provide the County with a final report summarizing the total reimbursement requested, total expenditures, and any special circumstances.
6. Assist in tracking all documentation submitted to the cognizant agency.	14. Provide technical assistance with developing, promoting, and maintaining public-facing web-based portals to publish information.
7. Maintain records of all the documentation provided by the County submitted to any outside agency for reimbursement and provide the County with said copies.	15. Provide technical assistance with developing, promoting, and maintaining a secured web-based portal to collect sub-recipient information and documentation to substantiate their request for reimbursement under the CSLFRF.
8. Assist County staff in organizing, reviewing, evaluating, auditing, and tracking County department requests for CSLFRF reimbursements. Reconcile County departmental invoices with County CSLFRF reports. Evaluate County departmental timesheets for eligibility and audit timesheets against existing payroll records. Prepare a final submission for U.S. Inspector General Review.	16. Provide and present comprehensive financial reports and analysis to present to the County Commission and/or Committees.
	17. Work with the County's external auditors, who represent the County as Compliance Officers, for the County's Single Audit Reports.

Project Budget and Schedule

Our fees for professional services are inclusive of professional staffing, administrative support, report production, and travel costs. We will invoice the County monthly, and invoices are due upon receipt. Our fees are based on time and materials for personnel involved in the engagement at hourly rates commensurate with the professional's level and experience as outlined in the table below:

Title	Key Resources	Hourly Rate
Senior Vice President	Corey Burbach	\$250
Director	Joseph Sheets	\$225
Grants Manager	Tara Reynolds Michelle Daschner	\$185
Project Manager	Danielle Hendry	\$150
Assistant Project Manager	Cheyenne Young Chris Lindsay	\$115

Due to the volatility of infrastructure and grant related projects, actual work may vary, but Anser is proposing the following schedule for the duration of the contract:

Period of Performance	Not-to-Exceed Amount
July 2024 through March 2025	\$50,000
April 2025 through March 2026	\$50,000
April 2026 through March 2027	\$50,000

We anticipated a higher monthly level of effort through March of 2025 to assist the County in meeting the obligation deadline of December 31, 2024. Should unforeseen project needs cause us to believe the professional fees will exceed the above estimates, Anser will immediately notify the County to discuss the appropriate course of action.

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: December 3, 2024

**PRESENTER: Maria Granado, Housing Program Manager and Ingra Gardner,
Director of Community Programs**

**SUBJECT/TITLE: Request approval of Amended and Restated State Housing
Initiative Partnership (SHIP) Program Promissory Note, Mortgage,
and Land Use Restriction Agreement (LURA) for the Willie Downs
Villas.**

STATEMENT OF ISSUE

The Highlands County Housing Authority, Inc., a Florida not-for-profit organization, has requested additional State Housing Initiative Partnership (SHIP) Program funds in the amount of \$76,000 due to additional expenses of the Willie Downs Villas, a 50-unit multi-family affordable housing complex located at 2300 Hammock Road in Sebring. This request will add an additional \$76,000 to the original amount of \$115,900 (approved August 2, 2022). We are requesting the Board authorize the Chair to execute further documentation, forms and agreements related to this transaction as needed and approved by the County Attorney's Office.

RECOMMENDED ACTION

Move to approve the Amended and Restated State Housing Initiative Partnership (SHIP) Program Promissory Note, Mortgage, and Land Use Restriction Agreement (LURA) for the Willie Downs Villas.

FISCAL IMPACT

The fiscal impact is an expenditure from Fund 166 (SHIP) in the amount of \$76,000 from the Program Income in FY 23-24 which are funds the SHIP Program receives from clients that payback SHIP loans from prior years.

Attachments: [Amended LURA.pdf](#)
Attachments: [Amended Prom Note.pdf](#)
Attachments: [Amendement Mortgage.pdf](#)

**AMENDMENT 3 TO THE LAND USE RESTRICTION AGREEMENT
STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM**

THIS AMENDMENT 3 is entered into by and between HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as the "COUNTY" and HIGHLANDS COUNTY HOUSING AUTHORITY, INC., a Florida not-for-profit corporation, P.O. Box 1168, Sebring, Florida 33870-1168, hereinafter referred to as "AGENCY".

WHEREAS, on August 2, 2022, the COUNTY entered into the Land Use Restriction Agreement (LURA) State Housing Initiatives Partnership Program with the AGENCY as recorded in Official Records Book 2923, Page 1259, of the public records of Highlands County, Florida; Amendment 1 to the LURA dated April 16, 2024, recorded in Official Records Book 3081, Page 924, of the public records of Highlands County, Florida; and Amendment 2 to the LURA (erroneously labeled to as Amendment 1) dated October 1, 2024, as recorded in Official Records Book 3081, Page 926, of the public records of Highlands County, Florida, (collectively referred to as the "Agreement"), which placed certain land restrictions on that property, owned by the AGENCY, located at 2300 Hammock Road, Sebring, Florida 33870 ("Property"); and

WHEREAS, on October 2, 2024, the Highlands County Affordable Housing Advisory Committee considered a request by the AGENCY to increase the funding provided pursuant to the County's SHIP Program; and

WHEREAS, the COUNTY has determined that it is in the best interest of the citizens and taxpayers of Highlands County to revise the Agreement to increase the funding amount provided to the AGENCY pursuant to the Agreement.

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 AGENCY is amended as follows:

1. Paragraph 1, Use of SHIP PROGRAM Funds, is hereby amended as follows, with the remaining portions of Paragraph 1 remaining as written:

The estimated total budget for the Project is \$191,900.00 of which \$191,900.00 is provided by the COUNTY through the SHIP PROGRAM.

This is an increase of \$76,000.00 over the original amount being provided by the COUNTY to the AGENCY.

2. All other terms and conditions of the Agreement shall remain in full force and effect. To the extent of any conflict between the terms and conditions of this Amendment 3 and the Agreement, this Amendment 3 shall prevail.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives, have executed this Amendment 1 to Mortgage effective this _____ day of _____ 2024.

HIGHLANDS COUNTY

Arlene Tuck, Chairwoman

ATTEST:

Jerome Kaszubowski, Clerk of the Court

HIGHLANDS COUNTY HOUSING AUTHORITY, INC.

* Tod Schwengel

Tod Schwengel

Print: Tod Schwengel
Title: President

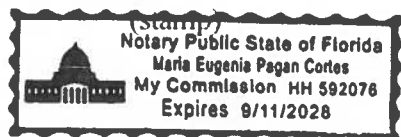
WITNESSES:

April McNabb
Print: April McNabb
Address: 7029 CR 17 S
Sebring, FL 33876

Esperanza M. Macias
Print: Esperanza M. Macias
Address: 1448 N. Molrose Dr
AVON PARK, FL 33825

STATE OF FLORIDA
COUNTY OF Highlands

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of Tod Schwengel as President of Highlands County Housing Authority, Inc., who personally swore or affirmed that he/she is authorized to execute this Amendment and thereby bind the Agency, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 25th day of November, 2024.



Maria E Pagan Cortes
NOTARY PUBLIC, State of Florida

AMENDED AND RESTATED SHIP MORTGAGE PROMISSORY NOTE

(Replacing in its entirety, that Promissory Note dated August 2, 2022, recorded in Official Records Book 2923, Page 1275 of the Public Records of Highlands County, Florida)

HIGHLANDS COUNTY**\$191,900.00**

Sebring, Florida

Date: December 3, 2024

FOR VALUE RECEIVED HIGHLANDS COUNTY HOUSING AUTHORITY, INC., a Florida non-for-profit corporation ("Borrower"), P.O. Box 1168, Sebring, Florida 33870-1168, promises to pay to the order of Highlands County, a political subdivision of the State of Florida, its successors and assigns, at times referred to herein as the "Note Holder," 600 South Commerce Avenue Sebring, Florida 33870, or such other place as the Note Holder may direct in writing, the principal sum of **One Hundred Ninety-one Thousand Nine Hundred and 00/100, (\$191,900.00)**, without interest, payable on the 1st day of September, 2052, on which date the remaining principal and other amounts due under this Promissory Note or that Mortgage, recorded in Official Records Book 2923, Page 1267, of the public records of Highlands County, Florida, and Amendment 1 to Mortgage recorded in Official Records Book ___, Page ___, of the public records of Highlands County, Florida (collectively "Mortgage"), shall be paid in full unless the undersigned completes and submits to the Note Holder a new application seeking an additional period of deferral for payment, in which case, upon acceptance and approval by Note Holder, a new note may issue setting forth payment terms or an additional period for payment deferral. This Promissory Note is secured by the Mortgage.

The undersigned has been granted a deferred repayment loan based on results from an application completed by Borrower, and submitted to the Note Holder, related to the affordable housing development being partially financed with the proceeds of this Note on that property located at 2300 Hammock Road, Sebring, Florida 33870 (the "Property"). The terms of this Note do not require that payments of principal or interest, if any, be made so long as the undersigned complies with the terms and conditions of this Note and the Mortgage on which the Note is secured.

The undersigned shall maintain the Property as required by the Mortgage until this Promissory Note is paid in full. The Note Holder may inspect the mortgaged Property annually to determine whether those maintenance obligations have been met. Those maintenance obligations shall be deemed to have been met for any year in which the Note Holder fails to inspect the mortgaged Property.

The undersigned further agrees to pay all costs of collection, including a reasonable attorney's fee in case the principal of this Promissory Note is, or other amounts payable under the Mortgage are, not paid when due or at the respective maturity thereof, or in case it becomes necessary to protect the security hereof, whether suit be brought or not.

Demand, protest, and notice of demand and protest are hereby waived, and the undersigned hereby waives, to the extent authorized by law, any and all homestead and other exemption rights which otherwise might apply to the debt evidenced by this Promissory Note.

Upon the happening of any of the following events, each of which shall constitute a default hereunder, all liabilities of the undersigned to the Note Holder shall thereupon or thereafter, at the option of the Note Holder, without notice or demand, become due and payable: (a) failure of the undersigned to perform any agreement hereunder or to pay principal, when due; (b) the death of the undersigned; (c) the filing of any petition under the Bankruptcy Code or any similar federal or state statute, by or against the undersigned; (d) an application for the appointment of a receiver or the making of a general assignment for the benefit of creditors by, or the insolvency of the undersigned; (e) the entry of a judgment against the undersigned; (f) the issuing of any writ of attachment or writ of garnishment, or the filing of any lien, against the property of the undersigned; (g) the taking of possession of any substantial part of the property of the undersigned at the instance of any governmental authority; (h) the use of the mortgaged property for any purpose other than as the principal residence of the undersigned; (i) the sale, lease, or other transfer of any kind or nature of the mortgaged property or any part thereof; (j) failure of the undersigned to maintain the mortgaged property as required by the Mortgage; or (k) the existence of an event of default under the Mortgage securing this Promissory Note.

Tod Schwingel
 Print Name: Tod Schwingel
 Title: President
 Address: 2300 Hammock Road
Sebring, FL 33872

AMENDMENT 1 TO MORTGAGE
Highlands County Affordable Housing Program
STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM (SHIP)

THIS AMENDMENT 1 TO MORTGAGE is made by HIGHLANDS COUNTY HOUSING AUTHORITY, INC., a Florida not-for-profit corporation, P.O. Box 1168, Sebring, Florida 33870-1168, hereinafter referred to as "BORROWER" in favor of HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as the "LENDER."

WHEREAS, on August 2, 2022, the BORROWER executed a Mortgage ("Mortgage") and associated Promissory Note ("Note") in favor of the LENDER, as recorded on August 8, 2022, in Official Records Book 2923, Page 1267 of the public records of Highlands County, Florida, related to that affordable housing project located at 2300 Hammock Road, Sebring, Florida 33870 ("Property"); and

WHEREAS, on October 2, 2024, the Highlands County Affordable Housing Advisory Committee considered a request by the BORROWER to increase the funding provided pursuant to the County's SHIP Program; and

WHEREAS, Highlands County as the LENDER under the Mortgage has determined that it is in the best interest of the citizens and taxpayers of Highlands County to amend the Mortgage and issue a new Note to increase the funding amount provided to the LENDER.

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 AGENCY is amended as follows:

1. The first Whereas clause of the Mortgage is hereby amended to change the amount of BORROWER indebtedness to a total of **One Hundred Ninety-one Thousand Nine Hundred and 00/100 (\$191,900.00)**, with the remaining portions of the first Whereas clause remaining as written.
2. Paragraph 1, Payment of Principal, is hereby amended to include the following date in the blank left in the Mortgage:

September 1, 2052
3. All other terms and conditions of the Mortgage shall remain in full force and effect. To the extent of any conflict between the terms and conditions of this Amendment 1 and the Mortgage, this Amendment 1 shall prevail.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives, have executed this Amendment 3 effective this _____ day of _____ 2024.

HIGHLANDS COUNTY

Arlene Tuck, Chairwoman

ATTEST:

Jerome Kaszubowski, Clerk of the Court

HIGHLANDS COUNTY HOUSING
AUTHORITY, INC.

* Tod Schwingel
Tod Schwingel
Print: _____
Title: President

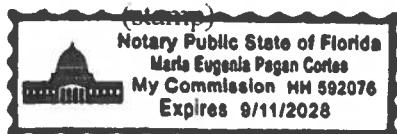
WITNESSES:

April McElabb
Print: April McElabb
Address: 7029 OR 175
Sebring, FL 33876

Denise L Hamilton
Print: Denise L Hamilton
Address: 3611 Kenilworth Blvd
Sebring, FL 33870

STATE OF FLORIDA
COUNTY OF Highlands

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization of Tod Schwingel as President of Highlands County Housing Authority, Inc., who personally swore or affirmed that he/she is authorized to execute this Amendment and thereby bind the Agency, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 25th day of November, 2024.



Maria E. Pagan Cortes
NOTARY PUBLIC, State of Florida

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: December 3, 2024

PRESENTER:

SUBJECT/TITLE: Request approval of the Board Meeting Minutes from the July 16, 2024, Regular Meeting, July 16, 2024, Budget Workshop, August 2, 2024, Emergency Meeting, and August 6, 2024, Regular Meeting.

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move approval of the Board Meeting Minutes from the July 16, 2024, Regular Meeting, July 16, 2024, Budget Workshop, August 2, 2024, Emergency Meeting, and August 6, 2024, Regular Meeting.

FISCAL IMPACT

Attachments: [071624\(1\)REG.pdf](#)
Attachments: [071624\(2\)BUDGET.pdf](#)
Attachments: [080224EMERGENCY.pdf](#)
Attachments: [080624REG.pdf](#)

REGULAR MEETING OF THE BOARD, JULY 16, 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 Arlene Tuck
Commissioner Chris Campbell

Commissioner Scott A. Kirouac
Commissioner Don Elwell

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

2. INVOCATION:

The meeting opened with a prayer led by Pastor Dustin Woods, with Grace Bible Church in Sebring.

3. PLEDGE OF ALLEGIANCE:

The Pledge of Allegiance was led by Michelle Rigterink, US Navy Veteran, Assistant Veteran Services Officer.

4. ANNOUNCEMENTS:

The Highlands County Board of County Commissioners will hold a special meeting on Tuesday, July 16, 2024, at 10:00 a.m., or as soon thereafter as possible, for the purpose of holding a Workshop on the proposed FY 2024/2025 Budget to consider the budgets of the Constitutional Officers and Outside Agencies, in the Boardroom, 600 S. Commerce Ave., Sebring, FL.

The Highlands Soil & Water Conservation District will meet on Tuesday, July 16, 2024, at 3:00 p.m., in the HSWCD Conference Room, 4505 George Blvd., Sebring, FL.

The Local Mitigation Strategy Working Group will hold a regular meeting on Wednesday, July 17, 2024, at 8:00 a.m., in Conference Room 2 of the Bert J. Harris, Jr. Agricultural Center, 4509 George Blvd., Sebring, FL.

The Affordable Housing Advisory Committee will hold a regular meeting on Wednesday, July 17, 2024, at 3:30 p.m., in the Engineering Training Room, 505 S. Commerce Ave., Sebring, FL.

The Historic Preservation Commission will hold a regular meeting on Thursday, July 18, 2024, at 2:30 p.m., in the Boardroom, 600 S. Commerce Ave., Sebring, FL.

The Highlands County Insurance Committee will hold a regular meeting on Tuesday, July 30, 2024, at 10:00 a.m., in the Boardroom, 600 S. Commerce Ave., Sebring, FL.

5. CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:

No announcements.

6. RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:

A. Recognition of Jennifer Roth, Administrator of the Florida Department of Health in Highlands County.

Laurie Hurner, County Administrator, recognized Jennifer Roth and her hard work throughout her time employed with Highlands County, and introduced Jennifer Hood, incoming Administrator of the Florida Department of Health in Highlands County. **See SMB 154 Page 139.**

7. PUBLIC COMMENT:

Beth Degnan addressed the Board to suggest revamping the Chic-Fil-A parking lot due to crowding that was occurring during the grand opening. Laurie Hurner, County Administrator, suggested she contact the City of Sebring as this area is within their jurisdiction.

8. CONSENT AGENDA:

Commissioner Tuck moved approval of the consent agenda as presented. Commissioner Kirouac seconded the motion.

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

- A. Request approval of the Motorola Equipment Agreement for communication systems and radios. See Motorola Solutions file.**
- B. Request Approval for an Agreement with McCloskey Mechanical Contractors for Ice Machine Preventative Maintenance, Repair and Replacement Services. See McCloskey Mechanical Contractors file.**
- C. Request adoption of Resolution 23-24-143 for Budget Amendment 23-24-135 to transfer funds from Project 20077 & 22080 and provide additional funding to Project 20065; to transfer funds from Project 19040 to Project 20076. See Res. Book 36 Page 37 & SMB 154 Page 140.**
- D. Request approval of a letter of support for Lakeland Polk Housing Corporation's application for FY 2023 Section 202 Supportive Housing for the Elderly Program Grant Application. See Housing file.**
- E. Request approval of the Minutes from the May 7th, 2024, Regular Meeting. See Highlands County Clerk of Courts website.**
- F. Request approval of Budget Amendment 23-24-057 and Interlocal Agreement pursuant to the Recreation & Parks Advisory Committee's (RPAC) recommendation of a Funding Request from the City of Sebring for the renovation of dugouts, ball field fencing and shades for bleachers at the Max Long Recreation Complex, with the stipulation that the City of Sebring has 5 days to approve the agreement in its exact form with no revisions, otherwise the agreement will be null and void and have no further force or effect. See City of Sebring file.**
- G. Request approval of a letter of support for Archbold Biological Station's grant application for DHR funding to rehabilitate the roof on the historic Roebling Pump House. See SMB 154 Page 141.**
- H. Request approval of a letter of support for Archbold Biological Station's grant application for DHR funding to rehabilitate the roof on the historic Roebling Pump House. See SMB 154 Page 142.**
- I. Request to accept into the record the Court-related and other Miscellaneous Funds Revenue and Expenditures for the Board of County Commissioners, for the quarter ended March 31, 2024. See Res. Book 36 Page 37 & SMB 154 Page 143.**

9. COMMITTEE ASSIGNMENTS:

- A. Request appointment of Kevin McCarthy representing the Town of Lake Placid and Cody Higgins representing the City of Sebring as Regular Voting Members of the Highlands County Recreation & Parks Advisory Committee (RPAC).**

Brandon Gunn, Parks & Facilities Director, presented the request.

Commissioner Elwell made a motion to appoint Kevin McCarthy representing the Town of Lake Placid and Cody Higgins representing the City of Sebring as Regular Voting Members of the Highlands County Recreation & Parks Advisory Committee (RPAC). Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. **See SMB 154 Page 144.**

10. PUBLIC HEARING:

A. Public hearing to consider adoption of P&Z Hearing No. 2155, amending an existing Conditional Use (CU) for approximately 4.79- acres; the zoning designation will remain as Mobile Home Parks District with a Conditional Use (M-2 CU).

Rachel Barry, Zoning Supervisor, presented the request and read the caption of the proposed Resolution into the record. This public hearing was properly advertised, and a proof of publication was submitted to the Clerk to become part of the permanent record. Ms. Barry questioned if any of the commissioners held ex parte communications concerning this hearing. All commissioners stated no.

Commissioner Kirouac moved to approve and adopt by Resolution, P&Z 2155, amending an existing Mobile Home Parks District with a Conditional Use (M-2 CU) zoning designation for an approximate 4.79-acres, changing the CU from storage/maintenance incidental to the Sebring Gardens Mobile Home Park to the park owner's personal accessory structure(s)/use(s) which shall not be used for commercial purposes, referencing the mandatory findings of fact and becoming effective as provided by law, along with the Conditions of Approval as listed in the Staff Report and the adopting Resolution. Commissioner Campbell seconded the motion.

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

Upon roll call, all Commissioners voted aye. The motion carried. **See Res. Book 36 Page 38 and Zoning Change file.**

B. Public hearing to consider adoption of P&Z Hearing No. 2159, amending the existing Agricultural District Planned Development (AU PD) zoning approval, for two parcels totaling an approximate 1,184 acres.

Sergio Garcia, Planner II, presented the request and read the caption of the proposed Resolution into the record. This public hearing was properly advertised, and a proof of publication was submitted to the Clerk to become part of the permanent record. Mr. Garcia questioned if any of the commissioners held ex parte communications concerning this hearing. Commissioner Kirouac stated he introduced himself to the developers and welcomed their project to this county. All other commissioners stated no. Sherry Sutphen, County Attorney, commented on the fire rescue provisions added to the Resolution.

Chairman Roberts opened the floor for public comment. Input was received by Shelton Rice and Ray Royce.

Commissioner Elwell made a motion to approve and adopt by amended Resolution 23-24-149, P&Z 2159, amending the existing Agricultural District Planned Development (AU PD) zoning approval, for two parcels totaling an approximate 1,184 acres, referencing the mandatory findings of fact and becoming effective as provided by law. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. **See Res. Book 36 Page 39 and Zoning Change file.**

C. Public hearing to consider transmittal of Large-Scale Comprehensive Plan Future Land Use Amendment CPA-24-638LS, for thirteen (13) parcels totaling an approximate 1,214-acres, from Agriculture (A) to Mixed Use (MU) to the Florida Department of Commerce and review agencies for Expedited State Review.

Cyndie Kramer, Planning & Zoning Manager, presented the request and read the caption of the proposed Ordinance into record. This public hearing was properly advertised, and a proof of publication was submitted to the Clerk to become part of the permanent record. Sherry Sutphen, County Attorney, stated for the record that, in recognition of the fire rescue needs of the county, the developer of the planned development has voluntarily agreed to donate three (3) acres of land to the county, located either within the planned development or such other location agreeable to the county, for the construction of a fire rescue facility, and stated that the property donation will be transferred through a separate agreement.

Steve Garrett, representing the applicant, provided a brief presentation to the Board regarding the proposed project. Bert Guy, applicant, addressed the Board and thanked the county staff for their hard work and ability to work together smoothly.

Chairman Roberts opened the floor for public comment. Input was received from Ray.

Commissioner Tuck made a motion to approve and transmit CPA-24-638LS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 1,214-acres, from Agriculture (A) to Mixed Use (MU), referencing the mandatory findings of fact, for transmittal to the Florida Department of Commerce and review agencies for expedited state review. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Comprehensive Plan Amendment file.***

D. Public hearing to consider adoption of P&Z Hearing No. 2154, repealing an existing Agricultural District Planned Development (AU PD) zoning approval for one parcel and changing the Official Zoning Atlas for twelve (12) additional parcels from Agricultural District (AU), changing the entire approximate 1,214-acre project area to Agricultural District Planned Development (AU PD).

Cyndie Kramer, Planning & Zoning Manager, presented the request and read the caption of the proposed Resolution into the record. This public hearing was properly advertised, and a proof of publication was submitted to the Clerk to become part of the permanent record. Ms. Kramer questioned if any of the commissioners held ex parte communications concerning this hearing. Commissioner Kirouac stated he introduced himself to the developers and welcomed their project to this county. All other commissioners stated no.

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

Commissioner Kirouac moved to approve and adopt by Resolution 23-24-150, P&Z 2154, changing the Official Zoning Atlas for an approximate 1,214-acres from Agricultural District Planned Development (AU PD) and Agricultural District (AU) to Agricultural District Planned Development (AU PD), referencing the mandatory findings of fact and becoming effective as provided by law. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 36 Page 40 and Zoning Change file.***

E. Public hearing to approve Resolution 23-24-145 of the Highlands County Fire Protection Municipal Service Benefit Unit pertaining to the re-imposition of the fire protection special assessment

Tanya Cannady, Business Service Director, presented the request. This public hearing was properly advertised, and a proof of publication was submitted to the Clerk to become part of the permanent record.

The Commission addressed their comments and concerns in great detail.

Chairman Roberts opened the floor for public comment. Input was received from Pastor Dustin Woods, Pastor Trent Morgan, Pastor Anderson, Pastor Joshua Goodwin, Todd Weeks, Avon Park Mayor Garret Anderson, Pastor Greg Thacker, Robert Chatterton, Attorney Hillary Mets, Pastor David Mullins, Ray Royce, Drew Sebra, and Kevin O'Donnell.

Meeting went into recess from 11:30a.m. and reconvened at 11:37a.m.

Public input continued from Steve Irving, volunteer with the Highlands County Fire, Jenny Cheek, Pastor John Armstrong, Beth Degnan, Nolan Rayburn, Rev. Richard Norris, Eddie Fitch, Mike Fitch, John Pointer, and firefighter Kelly Schringel.

Chairman Roberts closed the floor to the public and brought it back to the Board for discussion.

After discussion, a motion to table this item momentarily was made by Commissioner Campbell. Commissioner Tuck seconded the motion.

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

Meeting was put into recess at 12:58p.m. and reconvened at 1:06p.m.

11. ACTION AGENDA:

Commissioner Kirouac moved approval to set the action agenda as presented. Commissioner Campbell seconded the motion.

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

A. Request approval of the American Rescue Plan Act (ARPA) Subrecipient Grant Agreement between Highlands County and IBT Group USA in the amount of \$4.5 million to complete the County Broadband Project.

Leah Sauls, Development Services Director, and Kevin Hernandez, IT Manager, presented the request.

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

Commissioner Campbell moved to approve the American Rescue Plan Act (ARPA) Subrecipient Grant Agreement between Highlands County and IBT Group USA in the amount of \$4.5 million to complete the County Broadband Project. Commissioner Kirouac seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See ARPA file.***

B. Request adoption of resolution 23-24-151 for budget amendment 23-24- 136 providing budget for additional revenue and for payments to the State of Florida, Agency for Health Care Administration related the Public Emergency Medical Transportation (PEMT) Program.

Tanya Cannady, Business Services Director, presented the request.

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

Commissioner Kirouac moved to adopt resolution 23-24-151 for budget amendment 23-24-136 providing budget for additional revenue and for payments to the State of Florida, Agency for Health Care Administration related the Public Emergency Medical Transportation (PEMT) Program. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. **See SMB 154 Page 146 & Res. Book 35 Page 42.**

C. Request to certify the maximum millage for FY 24/25.

David Nitz, OMB Manager, presented the request to certify the maximum millage for Fiscal Year 2024/2025.

Chairman Roberts opened the floor for public comment. Input was received from Beth Degnan.

Commissioner Tuck moved to certify the maximum millage at 7.8500 mills. Commissioner Elwell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. **See Millage Certification file.**

D. Request approval of State of Florida Law Enforcement Salary Assistance ("LESA") award for Fiscally Constrained Counties and authorize Board Chair to sign Grant Award and request to Adopt Resolution 23-24-152 for Budget Amendment 23-24-137.

David Nitz, OMB Manager, presented the request.

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

Commissioner Elwell moved to approve the award and authorize Board Chair to sign Grant Award Agreement and to adopt Resolution 23-24-152 for Budget Amendment 23-24-137 for the State of Florida Law Enforcement Salary Assistance ("LESA") award. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. **See Sheriff's Office 2024 file.**

12. COUNTY ADMINISTRATORS AND LEGAL:

A. County Attorney Status Report.

Sherry G. Sutphen, County Attorney, provided an update to an Interlocal Agreement with the City of Avon Park to clean out enclave areas in Avon Park, and shared that she will bring back a Resolution for the Board's consideration. **See SMB 154 Page 147.**

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

Laurie Hurner, County Administrator, provided a status report on several items. **See SMB 154 Page 148.**

13. INFORMATIONAL:

A. Board payables from July 15, 2024, through August 5, 2024. See Check Report file.

B. Notification of the issuance of a letter of support concerning Highlands County's continued partnership with Highlands Soil & Water Conservation District. See SMB 154 Page 149.

Item 10E was brought back for discussion and action.

Public hearing to approve Resolution 23-24-145 of the Highlands County Fire Protection Municipal Service Benefit Unit pertaining to the re-imposition of the fire protection special assessment).

Sandi Neubarth, Assistant Director for Anser Advisory Services, presented the numbers in the scenario proposed by Commissioner Elwell.

The Commission addressed their concerns and ideas in great detail. David Nitz, OMB Manager, advised he would caution away from using the General Fund Balance to buy down the Capital Funding. Commissioner Elwell clarified that the Fund Balance has approximately 4.7 months' worth of money just in case of emergencies. Chairman Roberts questioned if the Commission would be in favor of using the Fund Balance. Commissioner Campbell advised that after the discussion he is not comfortable using the Fund Balance.

Commissioner Elwell made a motion to move forward with the following proposal: 83.93% for operating, 50% based on Option 2 for Capital Expenditures, buying down Wholly Exempt Non-Profit Property Owners under the Institutional Category, while trying to do a carve- out over the next year; the rates per square foot being \$0.0657 for Residential, \$0.2250 for Commercial, \$0.0364 for Industrial, \$0.3329 for Institutional, and \$52.99 for Vacant Land, with the reduction on the Wholly Exempt Non Profits to \$0.09, buying down the remainder from Fund Balance. Commissioner Tuck second the motion.

Upon roll call, all Commissioners voted aye, except for Commissioner Kirouac who voted nay. The motion carried.

Ms. Sutphen read into the record the caption of the proposed Resolution.

Commissioner Elwell moved to approve the Resolution. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye, except Commissioner Kirouac who voted nay. The motion carried. **See Res. Book 36 Page 41 & SMB 154 Page 145.**

14. COMMISSIONERS:

No report.

15. ADJOURN

Chairman Campbell 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 2:36 p.m.

BOARD WORKSHOP to consider the FY 2024-2025 PROPOSED BUDGET

JULY 16, 2024

1. The meeting was called to order at 3:04 p.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 Chris Campbell
Commissioner Don Elwell**

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

This meeting commenced after the Regular Meeting of the Board that took place this morning; therefore, items 2 and 3 were not considered.

2. ~~INVOCATION:~~

3. ~~PLEDGE OF ALLEGIANCE~~

4. WORKSHOP TO CONSIDER AND DISCUSS THE REQUESTED BUDGETS FOR OUTSIDE AGENCIES AND CONSTITUTIONAL OFFICERS

A. Workshop to consider and discuss the requested budgets for Outside Agencies and Constitutional Officers.

David Nitz, OMB Manager, gave a brief presentation on the requested budgets for Outside Agencies and Constitutional Officers and addressed concerns raised by the Commission. ***See SMB 154 Page 152.***

5. ADJOURN

Commissioner Campbell moved to adjourn the Budget Workshop.

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

The meeting was adjourned at 3:26 p.m.

EMERGENCY MEETING OF THE BOARD, AUGUST 2, 2024.

1. The meeting was called to order at 4:00 p.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 Chris Campbell
Commissioner Don Elwell

Commissioner Scott A. Kirouac was absent from this meeting.

Also, present: Laurie Hurner, County Administrator, and Savannah Demeri, Deputy Clerk.

This meeting was properly advertised and posted on the official bulletin board. A copy of the advertisement was submitted to the Clerk to become part of the permanent record. **See SMB 154 Page 153.**

2. INVOCATION:

The meeting opened with a prayer led by Chairman Kevin J. Roberts.

3. PLEDGE OF ALLEGIANCE:

The Pledge of Allegiance was led by Corey Admundsen, Emergency Management Manager.

4. ACTION AGENDA

A. Request approval of Resolution 23-24-170 declaring a state of local emergency.

Corey Admundsen, Emergency Management Manager, presented the request and gave an update on Tropical Storm Debbie and the expected winds and rain. The Commission expressed to the public that this Resolution is being considered today as a precautionary measure. County staff is available to help with sandbags until 5:00 p.m. today. Sand areas will be open for residents to fill their bags this evening and over the weekend.

Mr. Admundsen read into the record the proposed Resolution.

Commissioner Elwell moved approval of Resolution 23-24-170 as read. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. **See Res. Book 36 Page 44.**

5. ADJOURN

The meeting adjourned at 4:20 p.m.

REGULAR MEETING OF THE BOARD, AUGUST 6, 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 Arlene Tuck
Commissioner Chris Campbell

Commissioner Scott A. Kirouac
Commissioner Don Elwell

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

2. **INVOCATION:**

The meeting opened with a prayer led by Chaplain Matt Wheelock.

3. **PLEDGE OF ALLEGIANCE:**

The Pledge of Allegiance was led by Harry Marsh, Ret. U.S. Army, Highlands County Veterans Council.

4. **ANNOUNCEMENTS:**

Construction Licensing, Enforcement and Appeals Board will hold a regular meeting on Tuesday, August 6, 2024, at 7:00 p.m., in the Boardroom, 600 S. Commerce Ave., Sebring, FL.

Highlands County Code Enforcement Special Magistrate will hold a hearing on Wednesday, August 7, 2024, at 1:30 p.m., in the Boardroom, 600 S. Commerce Ave., Sebring, FL.

A Public Hearing of the Highlands County Planning & Zoning Commission and Local Planning Agency and the Zoning Board of Adjustment will be held at 3:00 p.m., on Tuesday, August 13, 2024, in the Boardroom, 600 S. Commerce Ave., Sebring, FL.

Recreation and Parks Advisory Committee will hold a regular meeting on Thursday, August 15, 2024, at 2:00 p.m., at the Highlands County Multi-Sports Complex at 216 Sheriff's Tower Rd., Sebring FL.

Lake Istokpoga Management Committee (LIMC) will hold a special meeting on August 15, 2024, at 9:00 a.m., until noon, or soon thereafter as possible, in the Bert J. Harris Agricultural Center Conference Room 3, 4509 George Blvd., Sebring, FL.

5. **CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:**

No announcements.

6. **RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:**

- A. **Special presentation to the Public Safety Director/Fire Chief**

Laurie Hurner, County Administrator, presented Interim Chief James Kelly Duppenthaler as the county's Public Safety Director/Fire Chief. Chief Duppenthaler's family was present for his pinning and presentation. **See SMB 155 Page 1.**

- B. **Special presentation to the Deputy Fire Chief**

Laurie Hurner, County Administrator, presented Interim Deputy Dustin Fitch as the county's Deputy Fire Chief.

Deputy Chief Fitch's family was present for his pinning and presentation. **See SMB 155 Page 2.**

C. Lifesaver Award Presentation

Deputy Chief Fitch presented Lifesaver Awards to several employees and volunteers who responded to a cardiac arrest report at Charlie Brown Park on June 7, 2024. **See SMB 155 Page 3.**

D. Request approval of a Proclamation designated August 2024 as "Highlands County Breastfeeding Month" in Highlands County, Florida.

Amy Beascochea, with the Healthy Start Coalition of Hardee, Highlands, and Polk Counties, Inc., presented the request and read the proclamation into the record.

Commissioner Tuck moved to approve a Proclamation designated August 2024 as "Highlands County Breastfeeding Month" in Highlands County, Florida. Commissioner Elwell seconded the motion.

Upon roll call, all commissioners voted aye. The motion was carried. **See Res. Book 136 Page 45 & SMB 155 Page 4.**

7. PUBLIC COMMENT:

Larry Williams, CEO, Peace River Center, came before the Board to comment about the services the Center is providing in Highlands County. The Commission thanked Mr. Williams for the work the county's residents receive.

Jackie Moore, Lake Placid resident, came before the Board to address current issues with Placid Arms Apartments. Ms. Hurner stated many of the issues with this particular property are part of federal funding, but county staff is aware and keeping up in house.

Joe DeCerbo, Spring Lake Improvement District Manager, came before the Board to inquire about a recreation allocation to the county's districts and commented on the public use of their parks and facilities. Mr. DeCerbo requested the county consider allocating recreational funding to the Spring Lake Improvement District. Sherry Sutphen, County Attorney, stated she would look into the assessments collected by Spring Lake and what is being maintained under the requirements of the assessment.

Beverly Glaspey, Lake Placid resident, also commented on the issues with Placid Arms Apartments in Lake Placid.

Beth Degnan, Highlands Park Estates resident, came before the Board to comment on several items.

8. CONSENT AGENDA:

Commissioner Campbell moved approval of the consent agenda, with the exception of item 8E. Commissioner Tuck seconded the motion.

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

A. Request approval to declare the indicated lists of library materials surplus and allow designated items to be donated to the Friends of the Libraries of Avon Park, Sebring and Lake Placid, all nonprofit corporations. See SMB 155 Page 5.

B. Request to increase the Public Safety Director/Fire Chief Pay Grade from 122 to 123. See SMB 155 Page 6.

C. Request to increase the Deputy Fire Chief Pay Grade from 118 to 121. See SMB 155 Page 7.

- D. Request approval of the Disaster Essential Policy. *See Policy file.*
- E. ~~Request adoption of Resolution 23-24-155 for Budget Amendment 23-24-144 to transfer funds from project # 18051, Lake Placid Fire Station to project # 23091, Lake Placid Fire Station.~~ This item was pulled. *See SMB 155 Page 8.*
- F. Request adoption of Resolution 23-24-154 for Budget Amendment 23-24-141 for Project 23096 (Hazard Analysis Grant 24-25). *See Res. Book 36 Page 46 & SMB 155 Page 9.*
- G. Request adoption of Resolution 23-24-157 for Budget Amendment 23-24-142 for the 2024-2025 Emergency Management Preparedness and Assistance (EMPA) Base Grant for FY 24-25. *See Res. Book 36 Page 47 & SMB 155 Page 10.*
- H. Request adoption of Resolution 23-24-158 for Budget Amendment 23-24-146 to increase funding for technical and project assistance related to the American Rescue Plan Act (ARPA) Reporting for the period of July 2024 through March 2025. Quarterly ARPA reporting completed by Anser Advisory LLC, part of Accenture LLP. *See Res. Book 36 Page 48 & SMB 155 Page 11.*
- I. Request adoption of Resolution 23-24-163 for Budget Amendment 23-24-151 for FY 23/24 cost center cleanup for budgets exceeded. *See Res. Book 36 Page 49 & SMB 155 Page 12.*
- J. Request to approve and execute the plat of Apex Motor Garages subdivision for recordation. *See Clerk of Courts Official Records & SMB 155 Page 13.*
- K. Request approval of Budget Amendment 23-24-152 to reallocate funds that were adopted in the FY 23-24 budget in Project 23003 (TOSIP FY 23-24) funds to project 23009 (Left Turn Lane US 98 & Birchwood). *See SMB 155 Page 14.*
- L. Request adoption of Resolution 23-24-156 for Budget Amendment 23-24-145 to appropriate additional funds to 2103 (County Attorney). *See Res. Book 36 Page 50 & SMB 155 Page 15.*
- M. Request approval of SEMCO Construction, Inc. TOA 1-1 for construction services for the Highlands County Sheriff's Office Animal Services project. *See Sheriff's Office file.*
- N. Request adoption of Resolution 23-24-165 for Budget Amendment 23-24-154 to make adjustments and corrections to the rollover project balances from FY 22/23 into the current FY 23/24 to properly budget the available funds in the projects in FY 23/24. *See Res. Book 36 Page 51 & SMB 155 Page 16.*
- O. Request to accept into the record the Court-related and Other Miscellaneous Funds Revenue and Expenditures Summary, for the Quarter Ended June 30, 2024. *See SMB 155 Page 17.*
- P. Request approval of the Agreement between the Florida Network of Children's Advocacy Centers and Highlands County for State FY24/25. *See Children's Advocacy Center file.*
- Q. Request approval of Amendment 1 to the fiscal year 21/22 Agreement between the Florida Network of Children's Advocacy Centers and Highlands County. *See Children's Advocacy Center file.*
- R. Request approval of Amendment 1 to the fiscal year 23/24 Agreement between the Florida Network of Children's Advocacy Centers and Highlands County. *See Children's Advocacy Center file.*

9. COMMITTEE ASSIGNMENTS:

No requests or presentations.

10. PUBLIC HEARING:**A. Public hearing to consider final adoption of Large-Scale Plan Amendment CPA-24-631LS, amending the Future Land Use Element of the Highlands County 2030 Comprehensive Plan.**

Cyndie Kramer, Planning & Zoning Manager, presented this request and read the caption of the proposed ordinance into the record. This public hearing was properly advertised, and a proof of publication was submitted to the Clerk to become part of the permanent record.

This item was tabled to allow staff and the County Attorney to clarify language within the proposed ordinance.

Commissioner Campbell made a motion to table the item for the time being. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried and the item was tabled.

B. Public adoption of Resolution 23-24-148 to vacate the platted portion of roadways named Antler Street (Platted as Castile Street) and Enid Avenue (Platted as Cecilia Avenue).

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

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

Commissioner Kirouac moved approval to adopt Resolution 23-24-148 to vacate the platted portion of roadways named Antler Street (platted as Castile Street) and Enid Avenue (platted as Cecilia Avenue). Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. **See Res. Book 36 Page 52 & SMB 155 Page 18.**

C. Public hearing to consider adoption of Resolution 23-24-153 pertaining to the re-imposition of the solid waste special assessment.

Robert Diefendorf, Infrastructure Director, presented the request. This public hearing was properly advertised, and a proof of publication was submitted to the Clerk to become part of the permanent record.

Chairman Roberts opened the floor to the public. Input was received from Beth Degnan.

Chairman Elwell moved to adopt Resolution 23-24-153 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 Res. Book 36 Page 53 & SMB 155 Page 19.**

Tropical Storm Debbie Update

Corey Admundsen, Emergency Management Manager, provided a brief update regarding Tropical Storm Debbie. Ms. Hurner commended county staff for their hard work and staying informed.

Item 10A removed from the table.

Cyndie Kramer, Planning & Zoning Manager, presented amendments made to the language within the ordinance.

Chairman Roberts opened the floor for public comment. Input received by Beth Degnan.

Commissioner Kirouac moved to approve and adopt by Ordinance 23-24-25, CPA-24-631LS, text amendments to the Future Land Use Element of the Highlands County 2030 Comprehensive Plan, to remove the existing site-specific conditions contained within Policy 15.2., previously approved through Hearing Number CPA-07-425LS, and transmit to the Florida Department of Commerce for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law. Commissioner Elwell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. **See Ordinance Book 20 & Comprehensive Plan Amendment file.**

Break: 10:43 a.m. to 10:51 a.m.

11. ACTION AGENDA:

Commissioner Kirouac moved to set the action agenda as presented. Commissioner Tuck seconded the motion.

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

A. Request approval of E.O. Koch TOA 1-1 for construction services for the Unit II Expansion ARPA project.

Tiffany Gunn, Capital Projects Manager, presented the request.

Chairman Roberts opened the floor to the public. Input was received from Beth Degnan.

Commissioner Campbell moved to approve the E.O. Koch TOA 1-1 for construction services for the Unit II Expansion ARPA project. Commissioner Kirouac seconded the motion.

Upon roll call, all Commissioners voted aye. **See E.O. Koch Construction file.**

B. Request adoption of Resolution 23-24-159 for Budget Amendment 23-24-149 to realign ARPA funds into EOC project # 19040, and General fund dollars into Unit II Expansion project # 20077.

Tiffany Gunn, Capital Projects Manager, presented the request.

Chairman Roberts opened the floor to the public. Input was received from Beth Degnan.

Commissioner Tuck moved to adopt Resolution 23-24-159 for Budget Amendment 23-24-149 to realign ARPA funds into EOC Project # 19040, and General Fund dollars into Unit II Expansion Project # 20077. Commissioner Elwell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. **See Res. Book 36 Page 54 & SMB 155 Page 20.**

C. Consideration of Statement of Legislative Intent for adopting an ordinance regulating false fire alarms and non-medical calls.

Sherry Sutphen, County Attorney, presented the request for consideration and stated staff is looking for direction from the Board should they desire to move forward. Fire Chief Kelly Duppenhaler and Deputy Chief Dustin Fitch commented as to the number of false alarm and medical calls.

After discussion, the Commission concurred to have staff bring back an ordinance for review and consideration. **See SMB 155 Page 21.**

D. Request adoption of Resolution 23-24-147 for Budget Amendment 23-24-148 to appropriate additional revenues collected and adjust the fund balances according to purchase additional equipment for Fire Services.

Fire Chief Kelly Duppenhaler, and Billy Kingston, Division Chief, presented the request.

Chairman Roberts opened the floor to the public. Input was received from Beth Degnan.

Commissioner Elwell moved to adopt Resolution 23-24-147 for Budget Amendment 23-24-148 to appropriate additional revenues collected and adjust the fund balances accordingly to purchase additional equipment for Fire Services. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. **See Res. Book 36 Page 55 & SMB 155 Page 22.**

12. COUNTY ADMINISTRATORS AND LEGAL:

A. County Attorney Status Report.

Sherry G. Sutphen, County Attorney, shared that as of the end of July no new lawsuits were filed. **See SMB 155 Page 23.**

B. Merchant McIntyre Associates, LLC – Review of Partnership Success and 2024-2025 Planning.

Laurie Hurner, County Administrator, provided a review of the partnership success and 2024-2025 planning with Merchant McIntyre Associates, LLC and stated the backup documentation provided captures pending grant applications as well a targeted list of funding opportunities for your consideration moving forward. **See SMB 155 Page 24.**

C. Progress of the American Rescue Plan Act (ARPA) Projects.

Laurie Hurner, County Administrator, provided a list of the ARPA projects and their progress. **See SMB 155 Page 25.**

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

David Nitz, OMB Manager, presented several open budget items that staff would like clarification or consensus from the Board. **See SMB 155 Page 26.**

In regard to moving employees to \$15/hr plus compression adjustments, the Commission concurred to move forward.

In regard to COLA and Merit, the Commission concurred to moving forward with the 1% COLA for employees not receiving the adjustment mentioned above, and 0% - 5% merit.

In regard to cutting of the Travel & Education budgets, the Commission concurred to leave it in the budget.

In regard to new positions, the Commission concurred to keep the positions in the budget at \$500,000.

In regard to the Court Technology IT position, the Commission concurred to meet with Court Administrator Nick Sudzina, with the 10th Judicial Court.

In regard to the two OPS positions for the County Extension, the Commission concurred to move forward with no change.

In regard to Schumacher Rd, the Commission concurred to move forward with the \$100,000 in the CFS.

In regard to the courthouse masterplan, the Commission concurred to move forward with creating a line item in the CFS starting with \$250,000.

Mr. Nitz stated the HCRA and CRA line items have been reduced in the budget.

In regard to recreation, the Commission concurred with moving forward with recreational funding at \$125,000 for each of the municipalities. Chairman Roberts stated there was insufficient consensus to support the requests from the improvement districts.

In regard to the Fire Assessment Buydown, Ms. Hurner stated OMB, Business Services, and Legal staff are continuing discussions and will provide an update to the Board in the near future.

In regard to setting the Millage rate, the Commission concurred to have staff bring back an agenda item demonstrating different scenarios.

13. COMMISSIONERS:

Commissioner Elwell stated he was glad to see good progress being made with the budget items, and shared that the amount of people who showed up to see the promotions of the Fire Chief and Deputy Fire Chief was a great testimony and reassurance that the county is moving in the right direction.

Commissioner Tuck concurred with Commissioner Elwell's comments.

Commissioner Campbell thanked Ms. Hurner for the information regarding Merchant McIntyre Associates and thanked Ms. Sutphen for her help with reaching out to Waste Connections and RPAC.

Commissioner Kirouac commented on the use of the Commission Boardroom for a private political debate and stated these chambers should only be used for the official business of the county. Commissioner Elwell commented as to how the *townhall* style public meeting event came about. Commissioner Campbell and Commissioner Tuck concurred with Commissioner Kirouac. The meeting organizer came before the Board to request they reconsider their decision as this meeting has been publicly announced. The Commission apologized to the meeting organizer and stated they do not want to set a precedence. Commissioner Elwell stated to the meeting organizer he would help look for a different venue.

14. INFORMATIONAL

A. Board payables from August 6, 2024, through August 19, 2024. *See Check Report file.*

15. ADJOURN

Chairman Campbell 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 1:54 p.m.

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: December 3, 2024

PRESENTER: Leah Sauls, Development Services Director

SUBJECT/TITLE: Request the appointment of Gerald R. Wessels as alternate member to the Construction Licensing Enforcement and Appeals Board with term expiring December 3, 2028.

STATEMENT OF ISSUE

The Construction Licensing, Enforcement and Appeals Board is requesting appointment of Gerald R. Wessels as alternate member at large from the public. The vacancy was publicly noticed and advertised on the county website with no other resumes received.

RECOMMENDED ACTION

Move appoint Gerald R. Wessels as alternate member to the Construction Licensing Enforcement and Appeals Board with term expiring December 3, 2028.

FISCAL IMPACT

There is no fiscal impact.

Attachments: [Gerald R Wessels 10 16 2024.pdf](#)

Attachments: [License Board Members 2024 .xlsx](#)

Name = Gerald R. Wessels
Address = 257 Thurman Ave.
City = Lake Placid
State = FL
Zip_Postal_Code = 33852
Phone = 561-229-2981
Email = wesselsgerald@gmail.com
Request = Construction Licensing, Enforcement and Appeals Board
Membership Type = Alternate Member

Current Employment Experience: = Cloud Engineer with PAR Technologies (8 years)
Previous Employment Experience: = For almost 20 years I was a certified athletic trainer/assistant professor. I worked with small colleges, private physical therapy groups, hospitals, and I was also subcontracted at the high school level.
High School = I graduated from Starmont Community High School at Arlington, IA in 1976
College = BS:1980 Upper Iowa University, MS: 1982 Western Illinois University
Special Training: = Exercise Physiology
Activities & Interest: = I have had drafting in junior high. I have also taken facilities design courses at both the undergraduate and graduate level. Although it has been years since I have looked at blueprints, I should still be able to read and understand most of the modern blueprints.
Current positions on boards, committees, elected offices, law enforcement positions: = None.

Relation = No
Relative Name: =
Relationship: =
Conviction = No
Gender = Male
Disabled = No
Age = 66
Race: = White
Signature Certification: = Checked indicating Electronically Signed Client IP = 64.187.128.249

Relationship: =
Conviction = No
Gender = Male
Disabled = No
Age = 66
Race: = White
Signature Certification: = Checked indicating Electronically Signed
Client IP = 64.187.128.249

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

CONSTRUCTION LICENSING BOARD

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

Member	Organization	Address	City	Zip Code	Phone #	Fax #	Term	Start Date	Exp. Date	
Thomas James	Regular	4120 Commercial Dr.	Sebring	33870	381-3880		4	4/2/2024	3/31/2028	General
Kamla Long	Regular	2486 S. Lake Letta Dr	Avon Park	33825	941-321-9222		4	5/2/2023	5/5/2027	Public
John Palmer	Regular	5 S. Prospect Ave.	Avon Park	33825	452-2848		4	5/5/2023	5/5/2027	Contractor
Scott Webster	Regular	213 Wren Ave.	Sebring	33870	381-2162		4	3/30/2021	3/30/2025	Contractor
J. Conley Jahna	Regular	900 CR 17A West	Avon Park	33825	443-0115		4	4/2/2024	3/31/2028	Building Industry
Vacant	Regular	883 S Eucalyptus St	Sebring	33870	954-254-3023		4	10/18/2022	10/31/2026	Contractor
Salvador Castor	Regular	871 Letitia Dr	Sebring	33875	407-970-1966		4	10/18/2022	10/30/2026	Public
Vacant	Alternate - Public						4		12/13/2028	Alt Public
George Abboud	Alternate - Building Industry	1783 Lake Lotela Dr.	Avon Park	33825	305-563-1218		4	1/3/20/23	12/30/2027	Alt Building

(filled remaining of Armando)

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: December 3, 2024

PRESENTER: Jonathan Harrison, Road & Bridge Director

SUBJECT/TITLE: Request direction on continuing construction of the Markland Lane Project #23088.

STATEMENT OF ISSUE

Markland Lane was a construction project that was initiated with Board approval after discussion regarding a petition signed by 25 of the 28 property owners who stated they were agreeing to provide the easement area as fee simple to the County. We have full transportation and/or construction rights within this easement and have been maintaining it for many years. The reason we took it to the Board was to follow common practice and get their opinion as we have not historically constructed roadways in easementsâ€”only in actual right-of-way through fee simple ownership. The Board voted to proceed with the 25, attain those as fee simple, and construct the roadway since it would still be legal per our easement rights. We have been going through the process of corresponding with residents for several months. We have only been able to attain property from 18 of the 28. I am requesting any direction on this matter as prior Board directive was to proceed with the 89% in favor. We are currently at 64% with the 16 of 28 properties.

RECOMMENDED ACTION

Move to continue construction of the Markland Lane Project #23088.

FISCAL IMPACT

There is no fiscal impact.

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: Dec 3, 2024

PRESENTER: Paul Blackman, Sheriif

SUBJECT/TITLE: Request adoption of Resolution 24-25-040 for Budget Amendment 24-25-022 to increase the Sheriff's FY24/25 adopted budget.

STATEMENT OF ISSUE

This budget amendment is necessary to increase the Sheriff's FY24/25 adopted budget primarily to add an additional \$572,945.72 to assist with payments for the five-year contractual agreement for the Body Worn Cameras and \$500,000.00 for Capital Project and Equipment needs, and \$220,000.00 to account for the Health Insurance increase to roll into FY24/25.

RECOMMENDED ACTION

Move to Adopt Resolution 24-25-040 for Budget Amendment 24-25-022 to increase the Sheriff's FY24/25 adopted budget.

FISCAL IMPACT

The fiscal impact is an increase to Fund 005 (General) and the overall budget in the amount of \$1,292,945.72.

Attachments: [24-25-022 Increase Sheriffs Budget and set aside Proj Fnds \(BA\).pdf](#)
Attachments: [24-25-022 Increase Sheriffs Budget and set aside Proj Fnds \(BA\).pdf](#)
Attachments: [24-25-022R Increase Sheriffs Budget and set aside Proj Fnds \(Resolution\).pdf](#)

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

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

DATE: 11/20/2024

SUBMITTED BY: Sheriff

FUND(S): 005 FUND TITLE(S): General COST CENTER(S) #: 3101, 3327
Body-Worn Camera Funds / Capital
 PROJECT(S) #: 23025 / 24028 PROJECT TITLE(S): Projects & Equipment (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
				Fund Bal Brought Forward		5,115,957.00	1,292,945.72		6,408,902.72
R	005		3999100	Personal Svcs Elected Official		20,934,592.00	220,000.00		21,154,592.00
E	005	3101	51001	Capital Outlay Elected Official	23025	156,445.00	572,945.72		729,390.72
E	005	3327	56001Z	Capital Outlay Elected Official	24028	0.00	500,000.00		500,000.00
									0.00
									0.00
									0.00

REASON: To increase the Sheriff's FY24-25 budget in the amount of \$220,000.00 to account for the Health Insurance increase; to set a side an additional \$572,945.72 in Project 23025 - Body-Worn Camera Funds to assist with the payments for the Body Worn Cameras Contractual Agreement; and to also set aside \$500,000.00 in Project 24028 Capital Projects & Equipment needs.

OFFICE USE ONLY

OMB RECOMMENDATION:

REQUEST # 24-25-022

TRANSFER TYPE:

Approval

ACTION:

Board Approved Denied
 County Administrator Approved Denied

ITEM TO ITEM
RESERVE
XX BY RESOLUTION
SUPPLEMENTAL BUDGET

SIGNATURE: _____

DATE: / /

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

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

DATE: 11/20/2024

SUBMITTED BY: Sheriff

FUND(S): 005 FUND TITLE(S): General COST CENTER(S) #: 3101, 3327
Body-Worn Camera Funds / Capital
 PROJECT(S) #: 23025 / 24028 PROJECT TITLE(S): Projects & Equipment (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
				Fund Bal Brought Forward		5,115,957.00	1,292,945.72		6,408,902.72
R	005		3999100	Personal Svcs Elected Official		20,934,592.00	220,000.00		21,154,592.00
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E	005	3327	56001Z	Capital Outlay Elected Official	24028	0.00	500,000.00		500,000.00
									0.00
									0.00
									0.00

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OFFICE USE ONLY

OMB RECOMMENDATION:

REQUEST # 24-25-022

TRANSFER TYPE:

Approval

ACTION:

Board Approved Denied
 County Administrator Approved Denied

ITEM TO ITEM
RESERVE
XX BY RESOLUTION
SUPPLEMENTAL BUDGET

SIGNATURE: _____

DATE: / /

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

RESOLUTION NO. 24-25-040

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 24-25-022 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 24-25-022 is hereby approved and authorized to set up and appropriate funds to increase the Sheriff's FY24/25 adopted budget in the amount of \$220,000.00 and set aside an additional \$572,945.72 in Project 23025 and \$500,000.00 into Project 24028 to roll into FY24/25 for a net fiscal impact to FY24-25 in the amount of \$1,292,945.72.

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

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

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

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

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

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

PASSED AND ADOPTED this 3rd day of December, 2024.

HIGHLANDS COUNTY, FLORIDA

By: _____
Arlene Tuck, Chairperson

ATTEST:

Jerome Kaszubowski, Clerk of Court

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: December 3, 2024

PRESENTER: Laurie Hurner, County Administrator

SUBJECT/TITLE: Request authorization for the Highlands County Road & Bridge Department to demolish and replace an asphalt area of the fairgrounds pursuant to Florida Statutes, Section 616.11.

STATEMENT OF ISSUE

The Highlands County Fair Association has requested services of the County to repair and replace an asphalt area at the fairgrounds in preparation for the upcoming County fair. The asphalt area also serves as a staging area for the back-up generators during emergency shelter activation. Florida Statutes, Section 616.11, permits the County to make contributions of money, property or services to fair associations to assist with annual County fair operations.

RECOMMENDED ACTION

Move to authorize the Highlands County Road & Bridge Department to demolish and replace an asphalt area of the fairgrounds pursuant to Florida Statutes, Section 616.11.

FISCAL IMPACT

The fiscal impact is \$16,233.80 from cost center 4102, Road & Bridge services. The reimbursement will be deposited from the Highlands County Fair Association for a net fiscal impact of zero.

Attachments: [Asphalt Request.pdf](#)
Attachments: [Fairgrounds estimate.pdf](#)

Highlands County Fair Association

781 Magnolia Ave, Sebring, Florida 33870
Phone (863) 382-2255 ♦ Fax (863) 385-7773

14 November 2024

To whom it may concern,

On behalf of the Highlands County Fair Association, I am writing this letter to first thank the BOCC and administration for their continued support of the Highlands County Fair and the partnership with the Alan Jay Arena.

Over several decades we have worked together to accomplish several joint ventures. With that being said I am writing to ask for the services of Road and Bridge for a project that requires the tearing out and replacement of an asphalt area in need of replacement at the Fairgrounds. This area serves food vendors for the fair and serves as staging for the backup generators during the activation of the Alan Jay Arena as an emergency shelter. We are willing to pay the cost of the estimate provided if the board and administration would be willing to provide the services.

Thank you for your time,

Austin Maddox
HCFA

LABOR			
TITLE	RATE OF PAY	HOURS	TOTAL
MAINT. SUPERVISOR	\$45.13		\$0.00
CONST. SUPERVISOR	\$44.48	25	\$1,112.00
ROAD INSPECTOR	\$35.29	25	\$882.25
FINISH OPERATOR	\$33.74	40	\$1,349.60
FIN OPERATOR/HYD	\$33.74		\$0.00
FINISH CARPENTER	\$27.57		\$0.00
OP III	\$29.67	40	\$1,186.80
OPII	\$29.34	40	\$1,173.60
OPI	\$26.25	40	\$1,050.00
LABORER	\$21.43	30	\$642.90
CREW LEADER	\$28.99		\$0.00
CARPENTER	\$24.46		\$0.00
			\$7,397.15
EQUIPMENT			
TITLE	RATE OF PAY	HOURS	TOTAL
GRADER	\$42.88		\$0.00
DOZER D-5	\$36.82		\$0.00
MINI WHEELER	\$43.87	40	\$1,754.80
10 WHEEL DUMP	\$38.27		\$0.00
SIX WHEEL DUMP	\$16.53		\$0.00
STEEL WHEEL ROLLER	\$32.66	10	\$326.60
RUBBER TIRE ROLLER	\$32.66	10	\$326.60
SAND TRUCK	\$36.62		\$0.00
ROAD RECLAIMER	\$80.87		\$0.00
SOIL STABILIZER	\$117.22		\$0.00
CREW CAB	\$16.62	20	\$332.40
PICKUP	\$12.62	20	\$252.40
GRADALL	\$60.80		\$0.00
TRACKHOE	\$62.10		\$0.00
WATER TRUCK	\$27.82		\$0.00
PAN	\$188.71		\$0.00
SEEDER	\$43.37		\$0.00
LOADER	\$63.18	5	\$315.90
SKID STEER	\$33.96	25	\$849.00
TRANSPORT TRUCK/TRL	\$46.43	5	\$232.15
PAVER	\$65.84	10	\$658.40
PATCH TRUCK	\$21.26	10	\$212.60
TAC TRUCK	\$25.08	10	\$250.80
			\$5,511.65
PAVING EQ + LABOR COSTS			
TONS TO LAY	COST PER TON		TOTAL
SHELL	\$9.56		
MARL	\$2.15		
ASPHALT	\$95.00	35	\$3,325.00
		TOTAL COST:	\$16,233.80

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: December 3, 2024

PRESENTER: Maria Granado, Housing Program Manager

SUBJECT/TITLE: Request approval of Subordination and Intercreditor Agreement and Subordination Agreement for the development of Avon Park Apartments, an 80-unit affordable and workforce multi-family rental development.

STATEMENT OF ISSUE

Highlands County is currently facing an ever-increasing demand for affordable multi-family rentals units to provide much needed shelter for a significant portion of its residents and provide rental housing options for special needs populations, including the elderly, disabled, veterans, and income eligible residents. JIC Avon Park Apartments LLC has received State Housing Initiative Partnership (SHIP) Program Funds for the development of Avon Park Apartments, an 80-unit multi-family affordable and workforce housing complex at 911 West State Street, Avon Park, Florida. With SHIP funding being used primarily as gap-filling support, JIC Avon Park Apartments has requested the execution of subordinate agreements noting Highlands County Board of County Commissioners as a subordinate lender.

RECOMMENDED ACTION

Move to approve the Subordination and Intercreditor Agreement and Subordination Agreement for the development of Avon Park Apartments, an 80-unit affordable and workforce multi-family rental development.

FISCAL IMPACT

There is no fiscal impact.

Attachments: [NLP Subordination.AP Apartments \(2\).pdf](#)
Attachments: [Chase Subordination.AP Apartments \(2\).pdf](#)

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Holland and Knight LLP
100 North Tampa Street, Suite 4100
Tampa, FL 33602
Attention: David R. Singleton, Esq.

SPACE ABOVE FOR RECORDER'S USE

SUBORDINATION AND INTERCREDITOR AGREEMENT

(Avon Park Apartments)

This **SUBORDINATION AND INTERCREDITOR AGREEMENT** (the “**Agreement**”) is entered into as of December 3, 2024 by and between **NEIGHBORHOOD LENDING PARTNERS OF FLORIDA, INC.**, a Florida not-for-profit corporation, together with its respective successors and assigns (the “**Senior Lender**”), and **HIGHLANDS COUNTY**, a political subdivision of the State of Florida (the “**County**” or the “**Subordinate Lender**.”

RECITALS

WHEREAS, pursuant to that certain Construction Loan Agreement, dated as of November 26, 2024, by and between JIC Avon Park Apartments LLC, a Florida limited liability company (the “**Borrower**”) and Senior Lender (as may be amended, restated, replaced, supplemented or otherwise modified from time to time, the “**Senior Loan Agreement**”), Senior Lender has agreed to make certain construction to permanent loans (the “**Senior Loans**”) to the Borrower (i) in the original principal amount of up to Three Million Seven Hundred Sixty-Four Thousand Six Hundred Seventy-Eight and No/100 Dollars (\$3,764,678.00), as evidenced by that certain Multifamily Note, dated as of November 26, 2024, executed by Borrower and made payable to the order of Senior Lender; and (ii) in the original principal amount of Two Hundred Thousand and No/100 Dollars (\$200,000), as evidenced by that certain Multifamily Note, dated as of November 26, 2024, executed by Borrower and made payable to the order of Senior Lender (collectively, as may be amended, restated, replaced, supplemented or otherwise modified from time to time, the “**Senior Loan Notes**”), in the aggregate amount of the Senior Loans; and

WHEREAS, the Senior Loan Notes and the indebtedness evidenced thereby is and will be secured by that certain Multifamily Mortgage, Assignment of Rents and Security Agreement dated as of the date hereof, which will be recorded among the land records of Highlands County, Florida on or about the date herewith (as may be amended, supplemented, modified, restated, renewed or extended from time to time, the “**Senior Loan Mortgage**”), encumbering Borrower’s interest in and granting a second priority lien on Borrower’s interest in the real estate situated in Highlands County, Florida and more particularly described in Exhibit A, attached hereto and incorporated herein, and all other Property (as defined in the Senior Loan Mortgage), including, without limitation, the Improvements, the Fixtures and the Personalty, as such terms are defined in the Senior Loan Mortgage (collectively the “**Mortgaged Property**”); and

WHEREAS, the Senior Loan Notes, the Senior Loan Mortgage and all other documents issued in connection therewith are herein referred to collectively as the “**Senior Loan Documents**”; the obligations created under and pursuant to the Senior Loan Documents are herein referred to collectively as the “**Senior Loan Obligations**”;

WHEREAS, pursuant to that certain Agency Agreement, dated as of November 19, 2024, between the Borrower and the County, the County has agreed to make a construction loan to Borrower in the original principal amount of Three Hundred Forty Thousand and No/100 Dollars (\$340,000.00) (the “**County Loan**” or the “**Subordinate Loan**”). The Borrower’s obligation to repay the County Loan is evidenced by a Promissory Note, dated as of November 19, 2024, executed by Borrower and made payable to the order of the County in the amount of the County Loan (as may be amended, restated, replaced, supplemented or otherwise modified from time to time, the “**County Note**” or the “**Subordinate Loan Note**”). The County Loan is secured by that certain Mortgage, dated as of November 19, 2024 (as may be amended, restated, replaced, supplemented or otherwise modified from time to time, the “**County Loan Mortgage**” or the “**Subordinate Loan Mortgage**”), encumbering the Property (as defined in the County Loan Mortgage). Collectively, the County Loan Mortgage and the County Note, and all other documents at any time evidencing, securing, guaranteeing, or otherwise delivered in connection with the County Loan, as the same may be amended shall be referred to herein as the “**County Loan Documents**”;

WHEREAS, the County Loan Documents and all other documents created in connection therewith are herein referred to directly as the “**Subordinate Loan Documents**”; the obligations created under and pursuant to the Subordinate Loan Documents are herein referred to collectively as the “**Subordinate Loan Obligations**”;

WHEREAS, the execution and delivery of this Agreement is a condition of Senior Lender’s (a) making the Senior Loans and (b) consenting to Borrower’s execution of the Subordinate Loan Documents and the recording of the Subordinate Loan Mortgage;

WHEREAS, the Senior Lender and the Subordinate Lender desire to set forth each entity’s rights regarding the Senior Loan Documents and the Subordinate Loan Documents;

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **Definitions.** The following terms, when used in this Agreement (including, as appropriate, when used in the above recitals), will have the following meanings.
 - (a) The terms “**Leases**” and “**Rents**”, as well as any term used in this Agreement and not otherwise defined in this Agreement, will have the meanings given to those terms in the Senior Loan Mortgage or in the Senior Loan Agreement.
 - (b) “**Bankruptcy Proceeding**” means any bankruptcy, reorganization, insolvency, composition, restructuring, dissolution, liquidation, receivership, assignment for the benefit of creditors, or custodianship action or proceeding under any federal or state law with respect to Borrower, any guarantor of any of the Senior Indebtedness (as defined herein), any of their respective properties, or any of their respective partners, members, officers, directors, or shareholders.
 - (c) “**Borrower**” means all persons or entities identified as “Borrower” in the first Recital of this Agreement, together with their successors and assigns, and any other person or entity

who acquires title to the Mortgaged Property after the date of this Agreement; provided that the term "Borrower" will not include Senior Lender if Senior Lender acquires title to the Mortgaged Property.

- (d) **"Business Day"** means any day other than a Saturday, Sunday or other day on which commercial banks are authorized to close under the laws of, or are in fact closed in, the state of Florida.
- (e) **"Casualty"** means the occurrence of damage to or loss of all or any portion of the Mortgaged Property by fire or other casualty.
- (f) **"Condemnation"** shall mean a temporary or permanent taking by any Governmental Authority as the result, or in lieu or in anticipation, of the exercise of the right of condemnation or eminent domain, of all or any part of the Mortgaged Property, or any interest therein or right accruing thereto, including any right of access thereto or any change of grade affecting the Mortgaged Property or any part thereof.
- (g) **"Enforcement Action"** means any of the following actions taken by or at the direction of Subordinate Lender: the acceleration of all or any part of the Subordinate Indebtedness, the advertising of or commencement of any foreclosure or trustee's sale proceedings, the exercise of any power of sale, the acceptance of a deed or assignment in lieu of foreclosure or sale, the collecting of Rents, the obtaining of or seeking of the appointment of a receiver, the seeking of default interest, the taking of possession or control of any of the Mortgaged Property, the commencement of any suit or other legal, administrative, or arbitration proceeding based upon the Subordinate Loan Documents, the exercising of any banker's lien or rights of set-off or recoupment, or the exercise of any other remedial action against Borrower, any other party liable for any of the Subordinate Indebtedness or obligated under any of the Subordinate Loan Documents, or the Mortgaged Property.
- (h) **"Enforcement Action Notice"** means a written Notice from the Subordinate Lender to Senior Lender and the Limited Partner, given following one or more Subordinate Mortgage Default(s) and the expiration of any Notice or cure periods provided for such Subordinate Mortgage Default(s) in the Subordinate Loan Documents, setting forth in reasonable detail the Subordinate Mortgage Default(s) and the Enforcement Actions proposed to be taken by the Subordinate Lender.
- (i) **"Governmental Authority"** means the government of the United States or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).
- (j) **"Improvements"** has the meaning set forth in the Senior Loan Mortgage.
- (k) **"Land"** has the meaning set forth in the Senior Loan Mortgage.
- (l) **"Limited Partner"** means U.S. Bancorp Community Development Corporation, a Minnesota corporation, and its successors and assigns.

- (m) **“Loss Proceeds”** means all monies received or to be received under any insurance policy, from any condemning authority, or from any other source, as a result of any Condemnation or Casualty.
- (n) **“Notice”** is defined in Section 6(d)7(e).
- (o) **“Restoration”** shall mean the repair and restoration of the Mortgaged Property after a Casualty or Condemnation as nearly as possible to the condition the Mortgaged Property was in immediately prior to such Casualty or Condemnation, with such alterations as may be reasonably approved by Senior Lender.
- (p) **“Senior Indebtedness”** means the indebtedness of Borrower as evidenced by the Senior Loan Documents and so long as not in excess of the amount of the Senior Loans as defined herein.
- (q) **“Senior Lender”** shall mean NEIGHBORHOOD LENDING PARTNERS OF FLORIDA, INC., a Florida not-for-profit corporation, together with its respective successors and assigns.
- (r) **“Senior Loans”** has the meaning set forth in the recitals of this Agreement.
- (s) **“Senior Loan Agreement”** has the meaning set forth in the recitals of this Agreement.
- (t) **“Senior Loan Documents”** has the meaning set forth in the recitals of this Agreement.
- (u) **“Senior Loan Mortgage”** has the meanings set forth in the recitals of this Agreement.
- (v) **“Senior Loan Notes”** has the meanings set forth in the recitals of this Agreement.
- (w) **“Senior Mortgage Default”** means any act, failure to act, event, condition, or occurrence which constitutes, or which with the giving of Notice or the passage of time, or both, would constitute, an **“Event of Default”** as defined in the Senior Loan Documents.
- (x) **“Subordinate Loan”** has the meaning set forth in the recitals of this Agreement.
- (y) **“Subordinate Loan Documents”** has the meaning set forth in the recitals of this Agreement.
- (z) **“Subordinate Loan Mortgage”** has the meaning set forth in the recitals of this Agreement.
- (aa) **“Subordinate Indebtedness”** means all sums evidenced or secured or guaranteed by, or otherwise due and payable to a Subordinate Lender pursuant to its Subordinate Loan Documents.
- (bb) **“Subordinate Mortgage Default”** means any act, failure to act, event, condition, or occurrence which allows (but for any contrary provision of this Agreement), or which with the giving of Notice or the passage of time, or both, would allow (but for any contrary provision of this Agreement), the Subordinate Lender to take an Enforcement Action.

2. Subordination of Subordinate Indebtedness.

- (a) The Subordinate Indebtedness is and will at all times continue to be subject and subordinate in right of payment to the prior payment in full of the Senior Indebtedness.
- (b) Until the occurrence of a Senior Mortgage Default, Subordinate Lender will be entitled to retain for its own account all payments made on account of the principal of and interest on the Subordinate Indebtedness in accordance with the requirements of the Subordinate Loan Documents; provided no such payment is made more than 30 days in advance of its due date. However, immediately upon Subordinate Lender's receipt of Notice or actual knowledge of a Senior Mortgage Default, the Subordinate Lender will not accept any payments on account of the Subordinate Indebtedness, and the provisions of Section 2(c) of this Agreement will apply. Subordinate Lender acknowledges that a Subordinate Mortgage Default constitutes a Senior Mortgage Default. Accordingly, upon the occurrence of a Subordinate Mortgage Default, Subordinate Lender will be deemed to have actual knowledge of a Senior Mortgage Default.
- (c) If (i) Subordinate Lender receives any payment, property, or asset of any kind or in any form on account of the Subordinate Indebtedness (including any proceeds from any Enforcement Action) after a Senior Mortgage Default of which Subordinate Lender has actual knowledge (or is deemed to have actual knowledge as provided in 2(b) above) or has been given Notice, or (ii) Subordinate Lender receives, voluntarily or involuntarily, by operation of law or otherwise, any payment, property, or asset in or in connection with any Bankruptcy Proceeding, such payment, property, or asset will be received and held in trust for Senior Lender. Subordinate Lender will promptly remit, in kind and properly endorsed as necessary, all such payments, properties, and assets to Senior Lender. Senior Lender will apply any payment, asset, or property so received from Subordinate Lender to the Senior Indebtedness in such order, amount (with respect to any asset or property other than immediately available funds), and manner as Senior Lender determines in its sole and absolute discretion.
- (d) Without limiting the complete subordination of the Subordinate Indebtedness to the payment in full of the Senior Indebtedness, in any Bankruptcy Proceeding, upon any payment or distribution (whether in cash, property, securities, or otherwise) to creditors, except as otherwise provided in 2(b) above (i) the Senior Indebtedness will first be paid in full in cash before Subordinate Lender will be entitled to receive any payment or other distribution on account of or in respect of the Subordinate Indebtedness, and (ii) until all of the Senior Indebtedness is paid in full in cash, any payment or distribution to which Subordinate Lender would be entitled but for this Agreement (whether in cash, property, or other assets) will be made to Senior Lender.
- (e) The subordination of the Subordinate Indebtedness will continue if any payment under the Senior Loan Documents (whether by or on behalf of Borrower, as proceeds of security or enforcement of any right of set-off or otherwise) is for any reason repaid or returned to Borrower or its insolvent estate, or avoided, set aside or required to be paid to Borrower, a trustee, receiver or other similar party under any bankruptcy, insolvency, receivership or similar law. In such event, any or all of the Senior Indebtedness originally intended to be satisfied will be deemed to be reinstated and outstanding to the extent of any repayment, return, or other action, as if such payment on account of the Senior Indebtedness had not been made.

3. Subordination of Subordinate Loan Documents.

- (a) Each of the Subordinate Loan Documents is, and will at all times remain, subject and subordinate in all respects to the liens, terms, covenants, conditions, operations, and effects of each of the Senior Loan Documents.
- (b) The subordination of the Subordinate Loan Documents and of the Subordinate Indebtedness will apply and continue notwithstanding (i) the actual date and time of execution, delivery, recording, filing or perfection of each of the Senior Loan Documents and of each of the Subordinate Loan Documents, and (ii) the availability of any collateral to Senior Lender, including the availability of any collateral other than the Mortgaged Property.
- (c) By reason of, and without in any way limiting, the full subordination of the Subordinate Indebtedness and the Subordinate Loan Documents provided for in this Agreement, all rights and claims of Subordinate Lender under the Subordinate Loan Documents in or to all or any portion of the Mortgaged Property are expressly subject and subordinate in all respects to the rights and claims of Senior Lender under the Senior Loan Documents in or to the Mortgaged Property to the extent of the amount of the Senior Loans as defined herein.
- (d) If Subordinate Lender, solely in its role as Lender, by indemnification, subrogation or otherwise, acquires any lien, estate, right or other interest in any of the Mortgaged Property, then that lien, estate, right or other interest will be fully subject and subordinate to the receipt by Senior Lender of payment in full of the Senior Indebtedness to the extent of the amount of the Senior Loans as defined herein, and to the Senior Loan Documents, to the same extent as the Subordinate Indebtedness and the Subordinate Loan Documents are subordinate pursuant to this Agreement.
- (e) Notwithstanding the foregoing, such subordination shall not derogate or otherwise limit Subordinate Lender's rights, following an event of default under the Subordinate Loan Documents to (a) compute interest on all amounts due and payable at the default rate described in the Subordinate Loan Documents, (b) compute cash flow payment, prepayment premiums and late charges, and (c) enforce against any person, other than Borrower and any guarantors or indemnitors under the Senior Loan Documents, any guaranty of the obligations of Borrower under the Subordinate Loan or (d) seek specific performance to enforce the obligations, covenants and agreements of the Borrower contained in the Subordinate Loan Documents

4. Lien Priority and Disbursement of Loans.

(a) The Senior Lender, the Subordinate Lender and the Borrower acknowledge and agree that (i) the Senior Mortgage shall constitute a prior lien on the Mortgaged Property and (ii) the Subordinate Mortgage shall constitute a subordinate lien on the Mortgaged Property.

(b) Each of the Senior Lender and the Subordinate Lender agree that each of the Senior Loans and the Subordinate Loan shall be disbursed in accordance with the terms and provisions of the Senior Loan Documents, the Subordinate Loan Documents and in accordance with the Development Budget and Draw Schedule approved by each of the Senior Lender, the Subordinate Lender, and the Borrower.

5. Additional Representations and Covenants.

- (a) The Subordinate Lender represents and warrants, for itself, that each of the following is true with respect to the Subordinate Loan being provided by the Subordinate Lender:
 - (i) Subordinate Lender is now the owner and holder of the Subordinate Loan Documents.
 - (ii) The Subordinate Loan Documents are now in full force and effect.
 - (iii) Upon information and belief, the executed Subordinate Loan Documents are substantially in the same form as those submitted to, and approved by, Senior Lender prior to the date of this Agreement, and have not been further modified or amended.
 - (iv) No Subordinate Mortgage Default has occurred.
 - (v) No scheduled annual payments under the Subordinate Loan Note have been or will be prepaid.
 - (vi) None of the rights of Subordinate Lender under any of the Subordinate Loan Documents are subject to the rights of any third parties, by way of subrogation, indemnification or otherwise.
- (b) Without the prior written consent of Senior Lender in each instance (and in the case of (v), the Limited Partner), which consent shall not be unreasonably withheld, Subordinate Lender will not do any of the following:
 - (i) Amend, modify, waive, extend, renew, or replace any provision of any of the Subordinate Loan Documents in a manner that creates an adverse effect upon the Senior Lender and/or Borrower under the Senior Loan Documents.
 - (ii) Pledge, assign, transfer, convey, or sell any interest in the Subordinate Indebtedness or any of the Subordinate Loan Documents.
 - (iii) Accept any payment on account of the Subordinate Indebtedness other than a regularly scheduled payment of interest or principal and interest made no earlier than 30 days prior to its due date.
 - (iv) Take any action solely in its role as Lender, which has the effect of increasing the Subordinate Indebtedness.
 - (v) Accelerate any of the Borrower's obligations under the Subordinate Loan Documents, commence foreclosure proceedings with respect to the Mortgaged Property, collect Rents, appoint (or seek the appointment of) a receiver or institute any other collection or Enforcement Action (and for purposes of clarity, the prior written consent of the Limited Partner shall be required in addition to the Senior Lender for such action to be taken).

- (c) Subordinate Lender will deliver to Senior Lender a copy of each Notice received or delivered by Subordinate Lender pursuant to its Subordinate Loan Documents or in connection with its Subordinate Indebtedness, promptly after Subordinate Lender's delivery or receipt of such Notice. Senior Lender will deliver to Subordinate Lender in the manner required in Section 6(b) a copy of each Notice of a Senior Mortgage Default delivered to Borrower by Senior Lender. Neither giving nor failing to give a Notice to Senior Lender or Subordinate Lender pursuant to this Section 5(c) will affect the validity of any Notice given by Senior Lender or Subordinate Lender to Borrower, as between Borrower and such of Senior Lender or Subordinate Lender as provided the Notice to Borrower.
- (d) Without the prior written consent of Senior Lender in each instance, Subordinate Lender will not commence, or join with any other creditor in commencing, any Bankruptcy Proceeding. In the event of a Bankruptcy Proceeding, Subordinate Lender will not vote affirmatively in favor of any plan of reorganization or liquidation unless Senior Lender has also voted affirmatively in favor of such plan. In the event of any Bankruptcy Proceeding, Subordinate Lender will not contest the continued accrual of interest on the Senior Indebtedness, in accordance with and at the rates specified in the Senior Loan Documents, both for periods before and for periods after the commencement of such Bankruptcy Proceedings.
- (e) All original policies of insurance required pursuant to the Senior Loan Documents will be held by Senior Lender. Nothing in this Section 5(e) will preclude Subordinate Lender from requiring that it be named as a mortgagee and loss payee, as its interest may appear, under all policies of property damage insurance maintained by Borrower with respect to the Mortgaged Property, provided such action does not affect the priority of payment of Loss Proceeds, or that Subordinate Lender be named as an additional insured under all policies of liability insurance maintained by Borrower with respect to the Mortgaged Property. Subordinate Lender shall submit the following items to Senior Lender within ten (10) Business Days after the date on which Subordinate Lender receives a written request for the same from the Senior Lender:
 - (i) A complete set of the fully executed Subordinate Loan Documents to be true, correct and complete.
- (f) In the event of a Condemnation or a Casualty, all of the following provisions will apply:
 - (i) The rights of Subordinate Lender, solely in its capacity as the lender under the Subordinate Loan Documents, to participate in any proceeding or action relating to a Condemnation or a Casualty, or to participate or join in any settlement of, or to adjust, any claims resulting from a Condemnation or a Casualty, will be and remain subordinate in all respects to Senior Lender's rights under the Senior Loan Documents with respect thereto, and Subordinate Lender will be bound by any settlement or adjustment of a claim resulting from a Condemnation or a Casualty made by Senior Lender.
 - (ii) All Loss Proceeds will be applied either to payment of the costs and expenses of Restoration or to payment on account of the Senior Indebtedness, as and in the manner determined by Senior Lender in its sole discretion to the extent of the amount of the Senior Loans as defined herein.

- (iii) If Senior Lender applies or releases Loss Proceeds for the purposes of Restoration of the Mortgaged Property, then Subordinate Lender will release for such purpose all of its right, title and interest, if any, in and to such Loss Proceeds. If Senior Lender holds Loss Proceeds, or monitors the disbursement thereof, Subordinate Lender will not do so. Nothing contained in this Agreement will be deemed to require Senior Lender to act for or on behalf of Subordinate Lender in connection with any Restoration or to hold or monitor any Loss Proceeds in trust for or otherwise on behalf of Subordinate Lender, and all or any Loss Proceeds may be commingled with any funds of Senior Lender.
- (iv) If Senior Lender elects to apply Loss Proceeds to payment on account of the Senior Indebtedness, and if the application of such Loss Proceeds results in the payment in full of the entire Senior Indebtedness, any remaining Loss Proceeds held by Senior Lender will be paid to Subordinate Lender unless another party has asserted a superior claim to the remaining Loss Proceeds.
- (g) Intentionally left blank.
- (h) Except as provided in this Section 5(h), and regardless of any contrary provision in the Subordinate Loan Documents, Subordinate Lender, in its capacity as Lender, will not collect payments for the purpose of escrowing for any cost or expense related to the Mortgaged Property ("Impositions") or for any portion of the Subordinate Indebtedness. However, if Senior Lender is not collecting escrow payments for one or more Impositions, Subordinate Lender solely in its capacity as the Lender may collect escrow payments for such Impositions; provided that all payments so collected by Subordinate Lender acting solely in its capacity as the Lender will be held in trust by Subordinate Lender to be applied only to the payment of such Impositions.
- (i) Within ten (10) Business Days after receiving a written request by Senior Lender, Subordinate Lender will furnish Senior Lender with a statement, duly acknowledged and certified setting forth the then-current amount and terms of the Subordinate Indebtedness, confirming that there exists no default under the Subordinate Loan Documents (or describing any default that does exist), and certifying to such other information with respect to the Subordinate Indebtedness as Senior Lender may reasonably request.
- (j) Senior Lender may amend, waive, postpone, extend, renew, replace, reduce or otherwise modify any provision of any of the Senior Loan Documents without the necessity of obtaining the consent of or providing Notice to Subordinate Lender, and without affecting any of the provisions of this Agreement. Notwithstanding the foregoing, Senior Lender may not modify any provision of the Senior Loan Documents that increases the Senior Indebtedness, increases the interest rate, the principal amount, or extends the term, except for increases in the Senior Indebtedness that result from advances made by Senior Lender to protect the security or lien priority of Senior Lender under the Senior Loan Documents or to cure defaults under the Subordinate Loan Documents. Further, Senior Lender agrees that it will not at any time contest the validity, perfection, priority or enforceability of the Subordinate Indebtedness, the Subordinate Loan Documents, or the liens and security interests of the Subordinate Lender in the collateral securing the Subordinate Indebtedness and the obligations related thereto. Notwithstanding anything to the contrary herein, any and all references to Senior Loan Documents and other similar definitions relating to the Senior Indebtedness shall include any refinancing thereof (but not to an amount in excess of original principal amount of the Senior Loans as defined

herein, plus protective advances and accrued interest thereon), and all documents executed in connection therewith. Subordinate Lender's consent shall not be required for any such refinancing of the Senior Indebtedness, regardless of interest rate or other terms not increasing the principal amount in excess of the amount allowed hereunder.

6. Default Under Loan Documents.

- (a) Senior Lender will have the right, but not the obligation, to cure any Subordinate Mortgage Default, until such time, if ever, as Senior Lender delivers to Subordinate Lender Senior Lender's Notice of written consent to the Enforcement Action described in the Enforcement Action Notice. Senior Lender will not be subrogated to the rights of Subordinate Lender under the Subordinate Loan Documents by reason of Senior Lender having cured any Subordinate Mortgage Default. However, Subordinate Lender acknowledges that all amounts advanced or expended by Senior Lender in accordance with the Senior Loan Documents or to cure a Subordinate Mortgage Default will be added to and become a part of the Senior Indebtedness and will be secured by the lien of the Senior Loan Mortgage; no other future advances under the Senior Loan Documents shall be permitted.
- (b) Senior Lender will deliver to Subordinate Lender a copy of any Notice sent by Senior Lender to Borrower of a Senior Mortgage Default within 5 Business Days of sending such Notice to Borrower. Failure of Senior Lender to send Notice to Subordinate Lender will not prevent the exercise of Senior Lender's rights and remedies under the applicable Senior Loan Documents. Subordinate Lender will have the right, but not the obligation, to cure any monetary Senior Mortgage Default within 30 days following the date of such Notice; provided, however, that Senior Lender will be entitled during such 30-day period to continue to pursue its remedies under the Senior Loan Documents.

Subordinate Lender may, within 90 days after the date of the Notice, cure a non-monetary Senior Mortgage Default if during such 90-day period, all payments required by the Senior Loan Documents are being kept current. If such a non-monetary Senior Mortgage Default creates an unacceptable level of risk relative to the Mortgaged Property, or Senior Lender's secured position relative to the Mortgaged Property, as determined by Senior Lender in its sole discretion, then during such 90-day period Senior Lender may exercise all available rights and remedies to protect and preserve the Mortgaged Property and the Rents, revenues and other proceeds from the Mortgaged Property. Subordinate Lender will not be subrogated to the rights of Senior Lender under the Senior Loan Documents by reason of Subordinate Lender having cured any Senior Mortgage Default. However, Senior Lender acknowledges that all amounts paid by Subordinate Lender to Senior Lender to cure a Senior Mortgage Default will be deemed to have been advanced by Subordinate Lender pursuant to, and will be secured by the lien of, the Subordinate Mortgage. Notwithstanding anything in this Section 6(b) to the contrary, Subordinate Lender's right to cure any Senior Mortgage Default will terminate immediately upon the occurrence of any Bankruptcy Proceeding.

- (c) In the event of a Subordinate Mortgage Default, Subordinate Lender will not commence any Enforcement Action until Subordinate Lender's Exercise of Remedies after Notice to Senior Lender.
 - (i) In the event of a Subordinate Mortgage Default, Subordinate Lender will not commence any Enforcement Action until 90 days after Subordinate Lender has delivered

to Senior Lender an Enforcement Action Notice with respect to such Enforcement Action, and (ii) Senior Lender has delivered to Subordinate Lender, Senior Lender's written consent to such Enforcement Action by Subordinate Lender, provided that Subordinate Lender will be entitled to seek specific performance to enforce covenants and agreements of Borrower relating to income, rent, or affordability restrictions contained in the Subordinate Loan Documents, subject to Senior Lender's right to cure a Subordinate Mortgage Default as set forth in Section 6(a). Senior Lender will advise Subordinate Lender whether Senior Lender consents to the Enforcement Action by Subordinate Lender within 30 days following Senior Lender's receipt of the Enforcement Action Notice (failure of Senior Lender to provide written consent to the Enforcement Action within such 30-day period constitutes Senior Lender's refusal of such consent).

(ii) Subordinate Lender may not commence any Enforcement Action, including any foreclosure action under the Subordinate Loan Documents until the earlier of:

(A) The expiration of such 90-day period provided above.

(B) The delivery by Senior Lender and Limited Partner to Subordinate Lender of Senior Lender's and Limited Partner's written consent to such Enforcement Action by Subordinate Lender.

(iii) Subordinate Lender acknowledges that Senior Lender or Limited Partner may grant or refuse consent to Subordinate Lender's Enforcement Action in Senior Lender's and Limited Partner's sole and absolute discretion. At the expiration of such 90-day period provided for herein, subject to Senior Lender's right to cure set forth herein, Subordinate Lender may commence any Enforcement Action on the part of Subordinate Lender will be subject to the provisions of this Agreement. Subordinate Lender acknowledges that the provisions of this Section 6(c) are fair and reasonable under the circumstances, that Subordinate Lender has received a substantial benefit from Senior Lender having granted its consent to the Subordinate Mortgage, and that Senior Lender would not have granted such consent without the inclusion of these provisions in this Agreement.

(d) Senior Lender may pursue all rights and remedies available to it under the Senior Loan Documents, at law, or in equity, regardless of any Enforcement Action Notice or Enforcement Action by Subordinate Lender. No action or failure to act on the part of Senior Lender in the event of a Subordinate Mortgage Default or commencement of an Enforcement Action will constitute a waiver on the part of Senior Lender of any provision of the Senior Loan Documents or this Agreement.

(e) If the Enforcement Action taken by Subordinate Lender is the appointment of a receiver for any of the Mortgaged Property, all of the Rents, issues, profits and proceeds collected by the receiver will be paid and applied by the receiver solely to and for the benefit of Senior Lender until the Senior Indebtedness will have been paid in full. Further, the Subordinate Lender solely in its role as Lender may exercise rights and remedies as an unsecured creditor against the Borrower in accordance with the Subordinate Loan Documents and applicable law, so long as such rights and remedies do not violate any express provisions of this Agreement. In the event that Subordinate Lender becomes a judgment lien creditor in respect to collateral as a result of enforcement of rights as an unsecured creditor, such judgement lien shall be subordinated to the liens securing Borrower's obligations to the Senior Lender on the same basis as other liens securing

Borrower's obligations to the Subordinate Lender are so subordinated to such liens securing Borrower's obligations to the Senior Lender under this Agreement.

- (f) Subordinate Lender consents to and authorizes the release by Senior Lender of all or any portion of the Mortgaged Property from the lien, operation, and effect of the Senior Loan Documents. Subordinate Lender solely in its role as Lender waives to the fullest extent permitted by law, all equitable or other rights it may have (i) in connection with the release of all or any portion of the Mortgaged Property, (ii) to require the separate sale of any portion of the Mortgaged Property, (iii) to require Senior Lender to exhaust its remedies against all or any portion of the Mortgaged Property or any combination of portions of the Mortgaged Property or any other collateral for the Senior Indebtedness, or (iv) to require Senior Lender to proceed against Borrower, any other party that may be liable for any of the Senior Indebtedness (including any general partner of Borrower if Borrower is a partnership), all or any portion of the Mortgaged Property or combination of portions of the Mortgaged Property or any other collateral, before proceeding against all or such portions or combination of portions of the Mortgaged Property as Senior Lender determines. Subordinate Lender consents to and authorizes, at the option of Senior Lender, the sale, either separately or together, of all or any portion of the Mortgaged Property. Subordinate Lender acknowledges that without Notice to Subordinate Lender and without affecting any of the provisions of this Agreement, Senior Lender may (i) extend the time for or waive any payment or performance under the Senior Loan Documents; (ii) modify or amend in any respect any provision of the Senior Loan Documents; and (iii) modify, exchange, surrender, release, and otherwise deal with any additional collateral for the Senior Indebtedness. Notwithstanding the foregoing and as set forth in Section 5(j), Senior Lender may not modify any provision of the Senior Loan Documents that increases the Senior Indebtedness, except for increases in the Senior Indebtedness that result from advances made by Senior Lender to protect the security or lien priority of Senior Lender under the Senior Loan Documents or to cure defaults under the Subordinate Loan Documents.

7. Miscellaneous Provisions.

- (a) If there is any conflict or inconsistency between the terms of the Subordinate Loan Documents and the terms of this Agreement in regards to the subject matter contemplated by this Agreement, then the terms of this Agreement will control but only to the extent of such conflict or inconsistency.
- (b) This Agreement will be binding upon and will inure to the benefit of the respective legal successors and permitted assigns of the parties hereto, including, any subsequent holder of the Senior Indebtedness.
- (c) This Agreement does not constitute an approval by Senior Lender of the terms of the Subordinate Loan Documents.
- (d) Neither this Agreement nor the obligations imposed upon the Subordinate Lender hereunder, if any, shall be or constitute an indebtedness or general obligation of the Subordinate Lender or other Governmental Authority within the meaning of any constitutional, statutory or charter provisions requiring the Subordinate Lender or other Governmental Authority to levy ad valorem taxes nor a lien upon any Property or funds of the Subordinate Lender or other Governmental Authority. Any obligation of the Subordinate Lender to make any payments or provide any reimbursements pursuant to

this Agreement, if any, shall be subordinate to the obligations of the Subordinate Lender to pay debt service on any bonds issued by the Subordinate Lender prior to the Effective Date. Except as otherwise set forth herein, this Agreement shall not constitute an agreement to appropriate funds by the Subordinate Lender in any fiscal year while this Agreement is in effect.

- (e) Each Notice, request, demand, consent, approval or other communication (collectively, “**Notices**”, and singly, a “**Notice**”) which is required or permitted to be given pursuant to this Agreement will be in writing and will be deemed to have been duly and sufficiently given if (i) personally delivered with proof of delivery (any Notice so delivered will be deemed to have been received at the time so delivered), or (ii) sent by a national overnight courier service (such as FedEx) designating earliest available delivery (any Notice so delivered will be deemed to have been received on the next Business Day following receipt by the courier), or (iii) sent by United States registered or certified mail, return receipt requested, postage prepaid, at a post office regularly maintained by the United States Postal Service (any Notice so sent will be deemed to have been received on the date of delivery as confirmed by the return receipt), addressed to the respective parties as follows:

- (i) Notices intended for Senior Lender will be addressed to:

Neighborhood Lending Partners of Florida, Inc.
3615 W Spruce Street
Tampa, Florida 33607
Attention: Thais Pepe

with a copy (which will not constitute notice) to:

Holland & Knight LLP
100 North Tampa Street, Suite 4100
Tampa, Florida 33602
Attention: David Singleton, Esq.

- (ii) Notices intended for Subordinate Lender will be addressed to:

Highlands County
618 South Commerce Avenue
Sebring, Florida 33870
Attention: Affordable Housing Program Administrator

with a copy (which will not constitute notice) to:

Highlands County
Office of the County Attorney
600 South Commerce Avenue
Sebring, Florida 33870
Attention: Sherry G. Sutphen, Esquire
ssutphen@roperpa.com

- (iii) Notices intended for Limited Partner will be addressed to:

U.S. Bancorp Community Development Corporation
 1307 Washington Avenue, Suite 300
 Mail Code: SL MO RMCD
 St. Louis, MO 63103
 Attention: Director of LIHTC Asset Management

With a copy to:

Kutak Rock LLP
 1650 Farnam Street
 Omaha, NE 68102
 Attn: Jill Goldstein

Any party, by Notice given pursuant to this Section, may change the person or persons and/or address or addresses, or designate an additional person or persons or an additional address or addresses, for its Notices, but Notice of a change of address will only be effective upon receipt. Neither party will refuse or reject delivery of any Notice given in accordance with this Section.

- (f) Nothing in this Agreement or in any of the Senior Loan Documents or Subordinate Loan Documents will be deemed to constitute Senior Lender as a joint venturer or partner of Subordinate Lender.
- (g) This Agreement will be governed by the laws of the State of Florida. Any dispute arising under, in connection with or related to this Agreement or related to any matter which is the subject of this Agreement shall be subject to the exclusive jurisdiction of the state and/or federal courts located in Highlands County, Florida.
- (h) If any one or more of the provisions contained in this Agreement, or any application of any such provisions, is invalid, illegal, or unenforceable in any respect, the validity, legality, enforceability, and application of the remaining provisions contained in this Agreement will not in any way be affected or impaired.
- (i) The term of this Agreement will commence on the date of this Agreement and will continue until the earliest to occur of the following events: (i) the payment of all of the Senior Indebtedness; provided that this Agreement will be reinstated in the event any payment on account of the Senior Indebtedness is avoided, set aside, rescinded or repaid as described in Section 2(e) of this Agreement, (ii) the payment of all of the Subordinate Indebtedness and expiration of the term of the Subordinate Loan Documents other than by reason of payments which Subordinate Lender is obligated to remit to Senior Lender, if any, pursuant to this Agreement, (iii) the acquisition by Senior Lender or by a third party purchaser of title to the Mortgaged Property pursuant to a foreclosure of, deed in lieu of foreclosure, or trustee's sale or other exercise of a power of sale or similar disposition under the Senior Loan Mortgage; or (iv) with the prior written consent of Senior Lender, without limiting the provisions of Section 6(d), the acquisition by Subordinate Lender of title to the Mortgaged Property subject to the Senior Loan Mortgage pursuant to a foreclosure, or a deed in lieu of foreclosure, of (or the exercise of a power of sale under) the Subordinate Mortgage.

- (j) No failure or delay on the part of any party to this Agreement in exercising any right, power, or remedy under this Agreement will operate as a waiver of such right, power, or remedy, nor will any single or partial exercise of any such right, power or remedy preclude any other or further exercise of such right, power, or remedy or the exercise of any other right, power or remedy under this Agreement.
- (k) Each party to this Agreement acknowledges that if any party fails to comply with its obligations under this Agreement, the other parties will have all rights available at law and in equity, including the right to obtain specific performance of the obligations of such defaulting party and injunctive relief.
- (l) Nothing in this Agreement is intended, nor will it be construed, to in any way limit the exercise by the Subordinate Lender, when acting in its capacity as sovereign, of its governmental and/or proprietary and/or municipal powers under applicable Florida law, the Subordinate Lender's Charter, Code of Ordinances and Land Development Regulation (including but not limited to police, regulatory and taxing powers) or its powers to take by eminent domain, when acting in its capacity as an enforcement authority with respect to Borrower or the Mortgaged Property to the same extent as if it were not a party to this Agreement or the transactions contemplated by this Agreement.
- (m) Notwithstanding anything to the contrary contained in this Agreement or the Subordinate Loan Documents, Subordinate Lender agrees that in the event the Senior Lender waives a Senior Mortgage Default and continues to make advances under the Senior Loan Documents, Subordinate Lender will continue to make advances of the Subordinate Loan notwithstanding such Senior Mortgage Default to the extent any such advances are called for under the Subordinate Loan documents.
- (n) The recitals hereof are true and correct and are incorporated herein by this reference.
- (o) This Agreement may be amended, changed, modified, altered or terminated only by a written instrument or written instruments signed by the parties to this Agreement.
- (p) This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.
- (q) The parties acknowledge and agree that Borrower is a third party beneficiary of this Agreement, with full rights as such. No other party will be entitled to any benefits hereunder, whether as a third-party beneficiary or otherwise.

[Signatures contained on the following pages]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first above written.

ATTEST:

Carlos Rivas
Date: 11-26-2024

SENIOR LENDER:

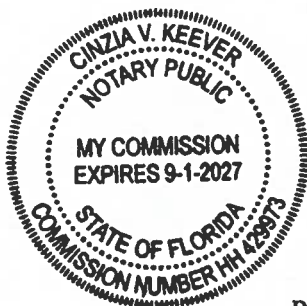
**NEIGHBORHOOD LENDING PARTNERS OF
FLORIDA, INC.**, a Florida not-for-profit
corporation

By:

M. Fellows
Mary Fellows, Executive Vice President

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 26th day of NOVEMBER 2024, by Mary Fellows, as Executive Vice President of Neighborhood Lending Partners of Florida, Inc. a Florida not-for-profit corporation.



Cinzia V. Keever
Notary Public, State of Florida

CINZIA V. KEEVER
Print, Type or Stamp Name

Personally Known ☒ or Produced Identification _____
Type of Identification Produced _____

SUBORDINATE LENDER:

HIGHLANDS COUNTY, a political subdivision
of the State of Florida

ATTEST:

Date: _____

By: _____
Arlene Tuck
Chair, Highlands County Board of County
Commissioners

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____ 2024, by Kevin Roberts, as Chair of the Highlands County, Board of County Commissioners.

Notary Public, State of Florida

Print, Type or Stamp Name

Personally Known _____ or Produced Identification _____
Type of Identification Produced _____

CONSENT OF BORROWER

Borrower acknowledges receipt of a copy of this Subordination and Intercreditor Agreement, dated as of the date first written above, by and among Neighborhood Lending Partners of Florida, Inc., a Florida not-for-profit, and Highlands County, a political subdivision of the State of Florida, and consents to the agreement of the parties and the obligations and rights of Borrower as a third party beneficiary as set forth in this Agreement.

WITNESS OR ATTEST:

[Signature]
Name: Sandy H. Jensen

[Signature]
Name: Alisha Davis

JIC AVON PARK APARTMENTS LLC, a
Florida limited liability company

By: JIC Avon Park Apartments LLC, a Florida
limited liability company, its manager

By: [Signature]
Timothy M. Morgan, Authorized Member

STATE OF OHIO
COUNTY OF CUYAHOGA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 23 day of November 2024, by Timothy M. Morgan, as Authorized Member of JIC Avon Park Apartments LLC, a Florida limited liability company, who is personally known to me or who produced Ohio Drivers License as identification



BRITTANY MCALLISTER
Notary Public
State of Ohio
My Comm. Expires
February 6, 2028

[Signature]
Notary Public

Brittany McAllister
Print, Type or Stamp Name

Personally Known _____ or Produced Identification X —
Type of Identification Produced Driver's

Exhibit A
Legal Description

The Land referred to herein below is situated in the County of HIGHLANDS, State of Florida, and is described as follows:

PARCEL 1

LOTS A, B, C, D AND E, FLORIDA VILLA, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 93, PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA. SAID LOTS LYING IN AND BEING A RESUBDIVISION OF LOT 1, BLOCK 28, TOWN OF AVON PARK, SECTION 22, TOWNSHIP 33 SOUTH, RANGE 28 EAST.

PARCEL 2

LOTS 2, 3, 4, 5, 6, 7, 8, 9 AND 10, BLOCK 28, TOWN OF AVON PARK, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 58, PUBLIC RECORDS OF DESOTO COUNTY, FLORIDA, (OF WHICH HIGHLANDS COUNTY WAS FORMERLY A PART) IN SECTION 22, TOWNSHIP 33 SOUTH, RANGE 28 EAST.

BOTH PARCELS ABOVE TOGETHER WITH A PORTION OF A VACATED RIGHT-OF-WAY WITHIN THE PROPERTY OF AVON PARK APARTMENTS AS VACATED BY ORDINANCE 06-2024 RECORDED JULY 16, 2024 IN BOOK 3056, PAGE 191 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT RIGHT OF WAY LYING SOUTH OF LOTS 1 - 5, BLOCK 28 AND NORTH OF LOTS 6 - 10, BLOCK 28, OF TOWN OF AVON PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 58, PUBLIC RECORDS OF DESOTO COUNTY, FLORIDA OF WHICH HIGHLANDS COUNTY WAS FORMERLY A PART. SAID LAND BEING SITUATED IN SECTION 22, TOWNSHIP 33 SOUTH, RANGE 28 EAST, HIGHLANDS COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 28 OF SAID TOWN OF AVON PARK, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT A, OF FLORIDA VILLA, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 93, PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA AND RUN THENCE ALONG THE SOUTH LINE OF LOTS 1 - 5, BLOCK 28, N 89°54'41" W., A DISTANCE OF 601.32 FEET; THENCE S. 00°13'22" W., A DISTANCE OF 60.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 6, BLOCK 28; RUN THENCE ALONG THE NORTH LINE OF SAID LOTS 6 - 10, BLOCK 28, S 89°54'41" E., A DISTANCE OF 601.43 FEET TO THE NORTHEAST CORNER OF SAID LOT 10, BLOCK 28; RUN THENCE N., 00°06'54" E., A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

OVERALL DESCRIPTION BY SURVEY BEING THE SAME REAL ESTATE AS THE RECORD DESCRIPTION:

THAT PART OF BLOCK 28, TOWN OF AVON PARK RECORDED IN PLAT BOOK 1, PAGE 58 INCLUDING LOTS 1 - 10 AND THAT 60 FOOT RIGHT OF WAY LYING SOUTH OF LOTS 1 - 5 AND NORTH OF LOTS 6 - 10, VACATED BY THE CITY OF AVON PARK IN ORDINANCE 06-2024, RECORDED IN OFFICIAL RECORDS BOOK 3056, PAGE 191, ALSO INCLUDING LOTS A - C, FLORIDA VILLA RECORDED IN PLAT BOOK 2, PAGE 93, SAID PLAT BEING A REPLAT OF SAID LOT 1, BLOCK 28 OF TOWN OF AVON PARK, ALL IN THE PUBLIC RECORDS OF DESOTO COUNTY OF WHICH HIGHLANDS COUNTY WAS FORMERLY A PART, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF LOT 1 OF SAID BLOCK 28, ALSO BEING THE NORTHEAST CORNER OF LOT E OF SAID FLORIDA VILLA AND RUN THENCE ALONG EAST LINE OF SAID LOT 1 AND SAID LOT 10, AND SAID LOTS A-E, ALSO BEING THE WEST RIGHT OF WAY LINE OF S FLORIDA AVENUE, S00°06'54"W A DISTANCE OF 608.93 FEET; RUN THENCE ALONG THE SOUTH LINE OF SAID LOTS 6 - 10, ALSO BEING THE NORTH RIGHT OF WAY LINE OF W CORNELL STREET, N89°48'26"W A DISTANCE OF 601.96 FEET; RUN THENCE ALONG THE WEST LINE OF SAID LOT 5 AND LOT 6, ALSO BEING THE EAST RIGHT OF WAY LINE OF S ANOKA AVENUE, N00°13'22"E A DISTANCE OF 609.61 FEET; RUN THENCE ALONG THE NORTH LINE OF LOTS 1 -5, AND SAID LOT E, ALSO BEING THE SOUTH RIGHT OF WAY LINE OF W STATE STREET, S89°44'33"E A DISTANCE OF 600.81 FEET TO THE POINT OF BEGINNING.

Prepared by, and after recording
return to:

Phillips Lytle LLP
28 East Main Street, Suite 1400
Rochester, New York 14614
Attention: Victoria L. Grady

SUBORDINATION AGREEMENT

between

JPMORGAN CHASE BANK, N.A.

and

HIGHLANDS COUNTY, FLORIDA

Dated as of: December 3, 2024

Location: 911 West State Street, City of Avon Park,
County of Highlands, State of Florida

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT (“**Agreement**”) is entered into this 3rd day of December, 2024, by and between (i) JPMORGAN CHASE BANK, N.A., a national banking association, having an office at c/o Community Development Banking, 100 North Tampa Street, Suite 3300, Tampa, Florida 33602 (“**Senior Lender**”) and (ii) HIGHLANDS COUNTY, FLORIDA a political subdivision of the State of Florida, having an office at 600 S. Commerce Avenue, Sebring, Florida 33870 (“**Subordinate Lender**”).

RECITALS

- A. JIC Avon Park Apartments LLC, a Florida limited liability company (“**Borrower**”) is the owner of certain land located in Highlands County, Florida, described in Exhibit A (“**Land**”). The Land will be improved with construction of five (5) two-story buildings containing 80 units of affordable housing, together with related site improvements (“**Improvements**”).
- B. Senior Lender has made or is making a loan to Borrower in the original principal amount of \$13,500,000 (“**Senior Loan**”) upon the terms and conditions of a Construction Loan Agreement dated as of November 26, 2024 between Senior Lender and Borrower (“**Senior Loan Agreement**”) in connection with the Mortgaged Property. The Senior Loan is secured by a Construction Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated as of the date of the Senior Loan Agreement (“**Senior Mortgage**”) encumbering the Land, the Improvements and related personal and other property described and defined in the Senior Mortgage as the Property (the “**Mortgaged Property**”).
- C. Pursuant to a Highlands County Affordable Housing Development Program Agency Agreement (State Housing Initiative Partnership Program) dated as of November 19, 2024 between Subordinate Lender and Borrower (“**Subordinate Loan Agreement**”), Subordinate Lender has made or is making a loan to Borrower in the original principal amount of \$340,000 (“**Subordinate Loan**”). The Subordinate Loan is or will be secured by a Mortgage dated as of November 19, 2024 (“**Subordinate Mortgage**”) encumbering all or a portion of the Mortgaged Property.
- D. The Senior Mortgage will be recorded in the public records of Highlands County, Florida (“**Recording Office**”). The Subordinate Mortgage will be recorded in the Recording Office following the recording of the Senior Mortgage.
- E. The execution and delivery of this Agreement is a condition of Senior Lender’s making of the Senior Loan.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. **Definitions.** The following terms, when used in this Agreement (including, as appropriate, when used in the above recitals), will have the following meanings:

The terms “**Condemnation**,” “**Imposition Reserve**,” “**Impositions**,” “**Leases**,” “**Rents**” and “**Restoration**,” have the meanings given to those terms in the Senior Mortgage. Any other term used in this Agreement and not otherwise defined in this Agreement, will have the meanings given to those terms in the Senior Loan Agreement.

“**Bankruptcy Proceeding**” means any bankruptcy, reorganization, insolvency, composition, restructuring, dissolution, liquidation, receivership, assignment for the benefit of creditors, or custodianship action or proceeding under any federal or state law with respect to Borrower, any guarantor of any of the Senior Indebtedness, any of their respective properties, or any of their respective partners, members, officers, directors, or shareholders.

“**Borrower**” means all persons or entities identified as “Borrower” in the first Recital of this Agreement, together with their successors and assigns, and any other person or entity who acquires title to the Mortgaged Property after the date of this Agreement; provided that the term “Borrower” will not include Senior Lender if Senior Lender acquires title to the Mortgaged Property.

“**Casualty**” means the occurrence of damage to or loss of all or any portion of the Mortgaged Property by fire or other casualty.

“**Enforcement Action**” means any of the following actions taken by or at the direction of Subordinate Lender: the acceleration of all or any part of the Subordinate Indebtedness, the advertising of or commencement of any foreclosure or trustee’s sale proceedings, the exercise of any power of sale, the acceptance of a deed or assignment in lieu of foreclosure or sale, the collecting of rents, the obtaining of or seeking of the appointment of a receiver, the seeking of default interest, the taking of possession or control of any of the Mortgaged Property, the commencement of any suit or other legal, administrative, or arbitration proceeding based upon the Subordinate Note or any other of the Subordinate Loan Documents, the exercising of any banker’s lien or rights of set-off or recoupment, or the exercise of any other remedial action against Borrower, any other party liable for any of the Subordinate Indebtedness or obligated under any of the Subordinate Loan Documents, or the Mortgaged Property.

“**Enforcement Action Notice**” means a Notice given from Subordinate Lender to Senior Lender following one or more Subordinate Mortgage Default(s) and the expiration of any applicable notice or cure periods, setting forth in reasonable detail the Subordinate Mortgage Default(s) and the Enforcement Actions proposed to be taken by Subordinate Lender.

“Lien” means any lien, encumbrance, estate or other interest, recorded against or secured by the Mortgaged Property.

“Loss Proceeds” means all monies received or to be received under any insurance policy, from any condemning authority, or from any other source, as a result of any condemnation or casualty.

“Notice” means all notices, requests, demands, consents, approvals or other communication pursuant to this Agreement provided in accordance with the provisions of Section 10.

“Regulatory Agreement” means the Land Use Restriction Agreement between Borrower and Subordinate Lender dated as of November 19, 2024 and to be recorded in the Recording Office.

“Senior Indebtedness” means the “Indebtedness” as defined in the Senior Loan Agreement.

“Senior Lender” means the entity identified as “Senior Lender” in the introduction to this Agreement, together with its successors and assigns, and any other person or entity who become the legal holder of the Senior Mortgage and the Senior Note after the date of this Agreement.

“Senior Loan Documents” means the “Facility Documents” as defined in the Senior Loan Agreement, as such documents may be amended.

“Senior Mortgage Default” means any act, failure to act, event, condition, or occurrence which constitutes, or which with the giving of Notice or the passage of time, or both, would constitute, a “Default” as defined in the Senior Loan Agreement.

“Senior Note” means the promissory note or other evidence of the Senior Indebtedness and any replacement of the Senior Note.

“Subordinate Indebtedness” means all sums evidenced or secured or guaranteed by, or otherwise due and payable to Subordinate Lender pursuant to, the Subordinate Loan Documents.

“Subordinate Lender” means the person or entity named as such in the first paragraph of this Agreement and any other person or entity who becomes the legal holder of the Subordinate Note after the date of this Agreement.

“Subordinate Loan Documents” means the Subordinate Mortgage, the Subordinate Note, the Subordinate Loan Agreement, the Regulatory Agreement and all other documents at any time evidencing, securing, guaranteeing, or otherwise delivered in connection with the Subordinate Indebtedness, as such documents may be amended.

“Subordinate Mortgage Default” means any act, failure to act, event, condition, or occurrence which allows (but for any contrary provision of this Agreement), Subordinate Lender to take an Enforcement Action.

“Subordinate Note” means the promissory note or other evidence of the Subordinate Indebtedness and any replacement of the Subordinate Note.

“Surplus Cash” means, with respect to any period, any revenues of Borrower remaining after paying, or setting aside funds for paying, all the following:

- (a) All sums due or currently required to be paid under the Senior Loan Documents, including any reserves and Imposition Reserve.
- (b) All reasonable operating expenses of the Mortgaged Property, including real estate taxes, insurance premiums, utilities, building maintenance, painting and repairs, management fees, payroll, administrative expenses, legal expenses and audit expenses (excluding any developer fees payable with respect to the Mortgaged Property).

2. Subordinate Lender’s Representations and Warranties.

- (a) Subordinate Lender represents and warrants that each of the following is true as of the date of this Agreement:
 - (i) Subordinate Lender is now the owner and holder of the Subordinate Loan Documents.
 - (ii) No Subordinate Mortgage Default has occurred and is continuing.
 - (iii) No scheduled payments under the Subordinate Note have been prepaid.
- (b) Without the prior written consent of Senior Lender, Subordinate Lender will not do any of the following:
 - (i) Pledge, assign, transfer, convey, or sell any interest in the Subordinate Indebtedness or any of the Subordinate Loan Documents.
 - (ii) Take any action which has the effect of increasing the Subordinate Indebtedness, except to cure a Senior Mortgage Default as contemplated under Section 5(a) of this Agreement.
 - (iii) Accept any prepayment of the Subordinate Indebtedness.

3. Terms of Subordination.

- (a) Agreement to Subordinate. The Subordinate Indebtedness is and will at all times continue to be subject and subordinate in right of payment to the prior payment in full of the Senior Indebtedness. Each of the Subordinate Loan Documents is, and will at all times remain, subject and subordinate in all respects to the liens, terms, covenants, conditions, operations, and effects of each of the Senior Loan Documents.
- (b) Subordination of Subrogation Rights. If Subordinate Lender, by indemnification, subrogation or otherwise, acquires any Lien on any of the Mortgaged Property, then that Lien will be fully subject and subordinate to the receipt by Senior Lender of payment in full of the Senior Indebtedness, and to the Senior Loan Documents, to the same extent as the Subordinate Indebtedness and the Subordinate Loan Documents are subordinate pursuant to this Agreement.
- (c) Payments Before Senior Loan Default; Soft Subordinate Debt. Until the occurrence of a Senior Mortgage Default, Subordinate Lender will be entitled to retain for its own account all payments of the principal of and interest on the Subordinate Indebtedness pursuant to the Subordinate Loan Documents.
- (d) Payments After Senior Loan Default or Bankruptcy.
 - (i) Immediately upon Subordinate Lender's receipt of Notice or actual knowledge of a Senior Mortgage Default, Subordinate Lender will not accept any payments of the Subordinate Indebtedness, and the provisions of Section 3(d) of this Agreement will apply.
 - (ii) If Subordinate Lender receives any of the following, whether voluntarily or by action of law, after a Senior Mortgage Default of which Subordinate Lender has actual knowledge (or is deemed to have actual knowledge as provided in Section 4(c)) or has been given Notice, such will be received and held in trust for Senior Lender:
 - (A) Any payment, property, or asset of any kind or in any form in connection with the Subordinate Indebtedness.
 - (B) Any proceeds from any Enforcement Action.
 - (C) Any payment, property, or asset in or in connection with any Bankruptcy Proceeding.
 - (iii) Subordinate Lender will promptly remit, in kind and properly endorsed as necessary, all such payments, properties, and assets described in Section 3(d)(ii) to Senior Lender. Senior Lender will apply any payment, asset, or property so received from Subordinate Lender to the Senior Indebtedness in such order, amount (with respect to any asset or property other than

immediately available funds), and manner as Senior Lender determines in its sole and absolute discretion.

- (e) Bankruptcy. Without the prior written consent of Senior Lender, Subordinate Lender will not commence, or join with any other creditor in commencing, any Bankruptcy Proceeding. In the event of a Bankruptcy Proceeding, Subordinate Lender will not vote affirmatively in favor of any plan of reorganization or liquidation unless Senior Lender has also voted affirmatively in favor of such plan.

4. Default Under Subordinate Loan Documents.

(a) Notice of Subordinate Loan Default and Cure Rights.

- (i) Subordinate Lender will deliver to Senior Lender a copy of each Notice delivered by Subordinate Lender pursuant to the Subordinate Loan Documents within 5 Business Days of sending such Notice to Borrower. Neither giving nor failing to give a Notice to Senior Lender pursuant to this Section 4(a) will affect the validity of any Notice given by Subordinate Lender to Borrower.
- (ii) For a period of 90 days following delivery to Senior Lender of an Enforcement Action Notice, Senior Lender will have the right, but not the obligation, to cure any Subordinate Mortgage Default. However, if such Subordinate Mortgage Default is a non-monetary default and is not capable of being cured within such 90-day period and Senior Lender has commenced and is diligently pursuing such cure to completion, Senior Lender will have such additional period of time as may be required to cure such Subordinate Mortgage Default or until such time, if ever, as Senior Lender takes either of the following actions:
 - (A) Discontinues its pursuit of any cure.
 - (B) Delivers to Subordinate Lender Senior Lender's written consent to the Enforcement Action described in the Enforcement Action Notice.
- (iii) Senior Lender will not be subrogated to the rights of Subordinate Lender under the Subordinate Loan Documents as a result of Senior Lender having cured any Subordinate Mortgage Default.
- (iv) Subordinate Lender acknowledges that all amounts advanced or expended by Senior Lender in accordance with the Senior Loan Documents or to cure a Subordinate Mortgage Default will be added to and become a part of the Senior Indebtedness and will be secured by the lien of the Senior Mortgage.

(b) Subordinate Lender's Exercise of Remedies After Notice to Senior Lender.

- (i) In the event of a Subordinate Mortgage Default, Subordinate Lender will not commence any Enforcement Action until 90 days after Subordinate Lender has delivered to Senior Lender an Enforcement Action Notice. During such 90-day period or such longer period as provided in Section 4(a), Subordinate Lender will be entitled to seek specific performance to enforce covenants and agreements of Borrower relating to income, rent, or affordability restrictions contained in the Regulatory Agreement, subject to Senior Lender's right to cure a Subordinate Mortgage Default set forth in Section 4(a).
 - (ii) Subordinate Lender may not commence any other Enforcement Action, including any foreclosure action under the Subordinate Loan Documents, until the earlier of:
 - (A) The expiration of such 90-day period or such longer period as provided in Section 4(a).
 - (B) The delivery by Senior Lender to Subordinate Lender of Senior Lender's written consent to such Enforcement Action by Subordinate Lender.
 - (iii) Subordinate Lender acknowledges that Senior Lender may grant or refuse consent to Subordinate Lender's Enforcement Action in Senior Lender's sole and absolute discretion. At the expiration of such 90-day period or such longer period as provided in Section 4(a) and, subject to Senior Lender's right to cure set forth in Section 4(a), Subordinate Lender may commence any Enforcement Action.
 - (iv) Senior Lender may pursue all rights and remedies available to it under the Senior Loan Documents, at law, or in equity, regardless of any Enforcement Action Notice or Enforcement Action by Subordinate Lender. No action or failure to act on the part of Senior Lender in the event of a Subordinate Mortgage Default or commencement of an Enforcement Action will constitute a waiver on the part of Senior Lender of any provision of the Senior Loan Documents or this Agreement.
- (c) Cross Default. Subordinate Lender acknowledges that a Subordinate Mortgage Default constitutes a Senior Mortgage Default. Accordingly, upon the occurrence of a Subordinate Mortgage Default, Subordinate Lender will be deemed to have actual knowledge of a Senior Mortgage Default. If Subordinate Lender notifies Senior Lender in writing that any Subordinate Loan Default of which Senior Lender has received Notice has been cured or waived, as determined by Subordinate Lender in its sole discretion, then provided that Senior Lender has not conducted a sale of the Mortgaged Property pursuant to its rights under the Senior Loan Documents, any Senior Loan Default under the Senior Loan

Documents arising solely from such Subordinate Loan Default will be deemed cured, and the Senior Loan will be reinstated.

5. Default Under Senior Loan Documents.

(a) Notice of Senior Loan Default and Cure Rights.

- (i) Senior Lender will deliver to Subordinate Lender a copy of any Notice sent by Senior Lender to Borrower of a Senior Mortgage Default within 5 Business Days of sending such Notice to Borrower. Failure of Senior Lender to send Notice to Subordinate Lender will not prevent the exercise of Senior Lender's rights and remedies under the Senior Loan Documents.
- (ii) Subordinate Lender will have the right, but not the obligation, to cure any monetary Senior Mortgage Default within 30 days following the date of such Notice. During such 30-day period Senior Lender will be entitled to continue to pursue its remedies under the Senior Loan Documents.
- (iii) Subordinate Lender may, within 90 days after the date of the Notice, cure a non-monetary Senior Mortgage Default if during such 90-day period, Subordinate Lender keeps current all payments required under the Senior Loan Documents. If such a non-monetary Senior Mortgage Default creates an unacceptable level of risk relative to the Mortgaged Property, or Senior Lender's secured position relative to the Mortgaged Property, as determined by Senior Lender in its sole discretion, then during such 90-day period Senior Lender may exercise all available rights and remedies to protect and preserve the Mortgaged Property and the Rents, revenues and other proceeds from the Mortgaged Property.
- (iv) All amounts paid by Subordinate Lender to Senior Lender to cure a Senior Mortgage Default will be deemed to have been advanced by Subordinate Lender pursuant to, and will be secured by the lien of, the Subordinate Mortgage. Notwithstanding anything in this Section 5(a) to the contrary, Subordinate Lender's right to cure any Senior Mortgage Default will terminate immediately upon the occurrence of any Bankruptcy Proceeding.

(b) Release of Mortgaged Property.

- (i) Subordinate Lender consents to and authorizes any future release by Senior Lender of all or any portion of the Mortgaged Property from the lien, operation, and effect of the Senior Loan Documents. Subordinate Lender waives to the fullest extent permitted by law, all equitable or other rights it may have in connection with the release of all or any portion of the Mortgaged Property, including any right to require Senior Lender to do any of the following:
 - (A) To conduct a separate sale of any portion of the Mortgaged Property.

- (B) To exhaust its remedies against all or any portion of the Mortgaged Property or any combination of portions of the Mortgaged Property or any other collateral for the Senior Indebtedness.
 - (C) To proceed against Borrower, any other party that may be liable for any of the Senior Indebtedness (including any general partner of Borrower if Borrower is a partnership), all or any portion of the Mortgaged Property or combination of portions of the Mortgaged Property or any other collateral, before proceeding against all or such portions or combination of portions of the Mortgaged Property as Senior Lender determines.
 - (ii) Subordinate Lender consents to and authorizes, at the option of Senior Lender, the sale, either separately or together, of all or any portion of the Mortgaged Property. Subordinate Lender acknowledges that without Notice to Subordinate Lender and without affecting any of the provisions of this Agreement, Senior Lender may do any of the following:
 - (A) Extend the time for or waive any payment or performance under the Senior Loan Documents.
 - (B) Modify or amend in any respect any provision of the Senior Loan Documents.
 - (C) Modify, exchange, surrender, release, and otherwise deal with any additional collateral for the Senior Indebtedness.
 - (c) Termination Upon Foreclosure. The lien of the Subordinate Loan Documents will automatically terminate upon the acquisition by Senior Lender or by a third-party purchaser of title to the Mortgaged Property pursuant to a foreclosure of, deed in lieu of foreclosure, or trustee's sale or other exercise of a power of sale or similar disposition under the Senior Mortgage.
6. **Conflicts.** If there is any conflict or inconsistency between the terms of the Subordinate Loan Documents and the terms of this Agreement in regards to the subject matter contemplated by this Agreement, then the terms of this Agreement will control but only to the extent of such conflict or inconsistency. Borrower acknowledges that the terms and provisions of this Agreement will not, and will not be deemed to do any of the following:
- (a) Extend Borrower's time to cure any Senior Loan Default or Subordinate Loan Default.
 - (b) Give Borrower the right to receive notice of any Senior Loan Default or Subordinate Loan Default, other than that, if any, provided, respectively under the Senior Loan Documents or the Subordinate Loan Documents.

- (c) Create any other right or benefit for Borrower as against Senior Lender or Subordinate Lender.

7. Rights and Obligations of Subordinate Lender Under the Subordinate Loan Documents and of Senior Lender under the Senior Loan Documents.

(a) Insurance.

- (i) All original policies of insurance required pursuant to the Senior Loan Documents will be held by Senior Lender.
- (ii) Nothing in this Section 7(a) will preclude Subordinate Lender from requiring that it be named as a mortgagee and loss payee, as its interest may appear, under all policies of property damage insurance maintained by Borrower with respect to the Mortgaged Property, provided such action does not affect the priority of payment of Loss Proceeds, or that Subordinate Lender be named as an additional insured under all policies of liability insurance maintained by Borrower with respect to the Mortgaged Property.

(b) Condemnation or Casualty.

In the event of a Condemnation or a Casualty, the following provisions will apply:

- (i) The rights of Subordinate Lender (under the Subordinate Loan Documents or otherwise) to participate in any proceeding or action relating to a Condemnation or a Casualty, or to participate or join in any settlement of, or to adjust, any claims resulting from a Condemnation or a Casualty, will be and remain subordinate in all respects to Senior Lender's rights under the Senior Loan Documents, and Subordinate Lender will be bound by any settlement or adjustment of a claim resulting from a Condemnation or a Casualty made by Senior Lender.
- (ii) All Loss Proceeds will be applied either to payment of the costs and expenses of Restoration or to payment on account of the Senior Indebtedness, as and in the manner determined by Senior Lender in its sole discretion; provided however, Senior Lender agrees to consult with Subordinate Lender in determining the application of Casualty proceeds. In the event of any disagreement between Senior Lender and Subordinate Lender over the application of Casualty proceeds, the decision of Senior Lender, in its sole discretion, will prevail.
- (iii) If Senior Lender holds Loss Proceeds, or monitors the disbursement of Loss Proceeds, Subordinate Lender will not do so. Nothing contained in this Agreement will be deemed to require Senior Lender to act for or on behalf of Subordinate Lender in connection with any Restoration or to hold or monitor any Loss Proceeds in trust for or otherwise on behalf of

Subordinate Lender, and all or any Loss Proceeds may be commingled with any funds of Senior Lender.

- (iv) If Senior Lender elects to apply Loss Proceeds to payment on account of the Senior Indebtedness, and if the application of such Loss Proceeds results in the payment in full of the entire Senior Indebtedness, any remaining Loss Proceeds held by Senior Lender will be paid to Subordinate Lender unless another party has asserted a superior claim to the remaining Loss Proceeds.
- (c) Modification of Subordinate Loan Documents. Subordinate Lender agrees that, until the principal of, interest on and all other amounts payable under the Senior Loan Documents have been paid in full, it will not, without the prior written consent of Senior Lender, increase the amount of the Subordinate Loan, increase the required payments due under the Subordinate Loan, decrease the term of the Subordinate Loan, increase the interest rate on the Subordinate Loan, or otherwise amend the Subordinate Loan terms in a manner that creates an adverse effect upon Senior Lender under the Senior Loan Documents. If Subordinate Lender either (i) amends the Subordinate Loan Documents in the manner set forth above or (ii) assigns the Subordinate Loan without Senior Lender's consent then such amendment or assignment will be void ab initio and of no effect whatsoever.
- (d) Modification of Senior Loan Documents. Senior Lender may amend, waive, postpone, extend, renew, replace, reduce or otherwise modify any provisions of the Senior Loan Documents without the necessity of obtaining the consent of or providing Notice to Subordinate Lender, and without affecting any of the provisions of this Agreement. Notwithstanding the foregoing, Senior Lender may not modify any provision of the Senior Loan Documents that increases the Senior Indebtedness, except for increases in the Senior Indebtedness that result from advances made by Senior Lender to protect the security or lien priority of Senior Lender under the Senior Loan Documents or to cure defaults under the Subordinate Loan Documents.
- (e) Escrows. Except as provided in this Section 7(e), and regardless of any contrary provision in the Subordinate Loan Documents, Subordinate Lender will not collect any escrows for any cost or expense related to the Mortgaged Property or for any portion of the Subordinate Indebtedness. However, if Senior Lender is not collecting escrow payments for one or more Impositions, Subordinate Lender may collect escrow payments for such Impositions; provided that all payments so collected by Subordinate Lender will be held in trust by Subordinate Lender to be applied only to the payment of such Impositions.
- (f) Certification. Within 10 business days after request by Senior Lender, Subordinate Lender will furnish Senior Lender with a statement, duly acknowledged and certified setting forth the then-current amount and terms of the Subordinate Indebtedness, confirming that there exists no default under the Subordinate Loan Documents (or describing any default that does exist), and

certifying to such other information with respect to the Subordinate Indebtedness as Senior Lender may request.

8. **Refinancing.** Subordinate Lender agrees that its agreement to subordinate under this Agreement will extend to any new mortgage debt which is for the purpose of refinancing all or any part of the Senior Indebtedness (including reasonable and necessary costs associated with the closing and/or the refinancing, and any reasonable increase in proceeds for rehabilitation in the context of a preservation transaction). All terms and covenants of this Agreement will inure to the benefit of any holder of any such refinanced debt, and all references to the Senior Loan Documents and Senior Lender will mean, respectively, the refinance loan documents and the holder of such refinanced debt.
9. **Governmental Powers.** Nothing in this Agreement is intended, nor will it be construed, to in any way limit the exercise by Subordinate Lender of its governmental powers (including police, regulatory and taxing powers) with respect to Borrower or the Mortgaged Property to the same extent as if it were not a party to this Agreement or the transactions contemplated by this Agreement.
10. **Notices.**
 - (a) Any Notice required or permitted to be given pursuant to this Agreement will be in writing and will be deemed to have been duly and sufficiently given if (i) personally delivered with proof of delivery (any Notice so delivered will be deemed to have been received at the time so delivered), or (ii) sent by a national overnight courier service (such as FedEx) designating earliest available delivery (any Notice so delivered will be deemed to have been received on the next Business Day following receipt by the courier), or (iii) sent by United States registered or certified mail, return receipt requested, postage prepaid, at a post office regularly maintained by the United States Postal Service (any Notice so sent will be deemed to have been received on the date of delivery as confirmed by the return receipt), addressed to the respective parties as follows:

Notices intended for Senior Lender will be addressed to:

JPMorgan Chase Bank, N.A.
 c/o Community Development Banking
 100 North Tampa Street, Suite 3300
 Mailcode: FL2-6001
 Tampa, Florida 33602-5854
 Attention: Laura M. Meyers, Commercial Banker

with a copy to:

Phillips Lytle LLP
 28 East Main Street
 Suite 1400
 Rochester, New York 14614
 Attention: Victoria L. Grady, Esq.

Notices intended for Subordinate Lender will be addressed to:

Highlands County
 618 S. Commerce Avenue
 Sebring, Florida 33870
 Attention: Affordable Housing Program Administrator

with a copy to:

Highlands County
 Office of the County Attorney
 600 South Commerce Avenue
 Sebring, Florida 33870
 Attention: Sherry G. Sutphen, Esq.
 ssutphen@roperpa.com

- (b) Any party, by Notice given pursuant to this Section 10, may change the person or persons and/or address or addresses, or designate an additional person or persons or an additional address or addresses, for its Notices, but Notice of a change of address will only be effective upon receipt. Neither party will refuse or reject delivery of any Notice given in accordance with this Section 10.

11. Miscellaneous Provisions.

- (a) Assignments/Successors. This Agreement will be binding upon and will inure to the benefit of the respective legal successors and permitted assigns of the parties to this Agreement. No other party will be entitled to any benefits under this Agreement, whether as a third-party beneficiary or otherwise. This Agreement

may be assigned at any time by Senior Lender to any subsequent holder of the Senior Note.

- (b) No Partnership or Joint Venture. Nothing in this Agreement or in any of the Senior Loan Documents or Subordinate Loan Documents will be deemed to constitute Senior Lender as a joint venturer or partner of Subordinate Lender.
- (c) Further Assurances. Upon Notice from Senior Lender, Subordinate Lender will execute and deliver such additional instruments and documents, and will take such actions, as are required by Senior Lender to further evidence or implement the provisions and intent of this Agreement.
- (d) Amendment. This Agreement may be amended, changed, modified, altered or terminated only by a written instrument signed by the parties to this Agreement or their successors or assigns.
- (e) Governing Law. This Agreement will be governed by the laws of the State in which the Land is located.
- (f) Severable Provisions. If any one or more of the provisions contained in this Agreement, or any application of any such provisions, is invalid, illegal, or unenforceable in any respect, the validity, legality, enforceability, and application of the remaining provisions contained in this Agreement will not in any way be affected or impaired.
- (g) Term. The term of this Agreement will commence on the date of this Agreement and will continue until the earliest to occur of the following events:
 - (i) The payment of all the Senior Indebtedness; provided that this Agreement will be reinstated in the event any payment on account of the Senior Indebtedness is avoided, set aside, rescinded or repaid by Senior Lender.
 - (ii) The payment of all the Subordinate Indebtedness other than by reason of payments which Subordinate Lender is obligated to remit to Senior Lender pursuant to this Agreement.
 - (iii) The acquisition by Senior Lender or by a third-party purchaser of title to the Mortgaged Property pursuant to a foreclosure of, deed in lieu of foreclosure, or trustee's sale or other exercise of a power of sale or similar disposition under the Senior Mortgage.
 - (iv) With the prior written consent of Senior Lender, without limiting the provisions of Section 4(b)(iv), the acquisition by Subordinate Lender of title to the Mortgaged Property subject to the Senior Mortgage pursuant to a foreclosure, or a deed in lieu of foreclosure, of (or the exercise of a power of sale under) the Subordinate Mortgage.

- (h) Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.
- (i) Entire Agreement. This Agreement represents the entire understanding and agreement between the parties regarding the matters addressed in this Agreement, and will supersede and cancel any prior agreements regarding such matters.
- (j) Authority. Each person executing this Agreement on behalf of a party to this Agreement represents and warrants that such person is duly and validly authorized to do so on behalf of such party with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations under this Agreement.
- (k) No Waiver. No failure or delay on the part of any party to this Agreement in exercising any right, power, or remedy under this Agreement will operate as a waiver of such right, power, or remedy, nor will any single or partial exercise of any such right, power or remedy preclude any other or further exercise of such right, power, or remedy or the exercise of any other right, power or remedy under this Agreement.
- (l) Remedies. Each party to this Agreement acknowledges that if any party fails to comply with its obligations under this Agreement, the other parties will have all rights available at law and in equity, including the right to obtain specific performance of the obligations of such defaulting party and injunctive relief.

[SIGNATURE AND ACKNOWLEDGMENT PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first above written.

SENIOR LENDER:

JPMORGAN CHASE BANK, N.A.
a national banking association

By: Laura M. Myers
Laura M. Myers, Authorized Officer

STATE OF NEW YORK)
) ss.:
COUNTY OF ERIE)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 3rd day of November 2024, by Laura M. Myers, as Authorized Officer, on behalf of JPMorgan Chase Bank, N.A., who is personally known to me or has produced a valid driver's license as identification.

Robert Justin MacClaren
Notary Public

[Notary Seal]

ROBERT JUSTIN MACCLAREN
Notary Public, State of New York
No. 02MA6309542
Qualified in Orleans County
Commission Expires 08/11/2026

SUBORDINATE LENDER:**HIGHLANDS COUNTY, FLORIDA**

by and through its Board of County Commissioners

By: _____

Name: Arlene Tuck

Title: Chair, Highlands County Board of County
CommissionersSTATE OF FLORIDA)
COUNTY OF _____) ss:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, _____ of _____, 2024 _____, as _____, of Florida Housing Finance Corporation, a public corporation and a public body corporate and politic duly created and existing under the laws of the State of Florida, on behalf of Florida Housing. Said person is personally known to me or has produced a valid driver's license as identification.

[Notary Seal]

 (Name typed, printed or stamped)
 (Title or rank)
 (Serial number, if any)

CONSENT OF BORROWER

Borrower acknowledges receipt of a copy of this Subordination Agreement, dated October 24, 2024, by and between JPMORGAN CHASE BANK, N.A. and HIGHLANDS COUNTY, FLORIDA and consents to the agreement of the parties set forth in this Agreement.

JIC AVON PARK APARTMENTS LLC

a Florida limited liability company

By: JIC Avon Park Apartments G.P. LLC

a Florida limited liability company

its manager

By: Timothy M. Morgan
Timothy M. Morgan, Manager

STATE OF OHIO)

ss.:

COUNTY OF DEAUBA)

On the 24th day of October, in the year 2024, before me, the undersigned, personally appeared Timothy M. Morgan, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public



CHRISTY GENTRY
Notary Public, State of Ohio
Commission No. 2021-RE-824741
My Commission Expires
January 6, 2026

Exhibit A
Legal Description

The Land referred to herein below is situated in the County of HIGHLANDS, State of Florida, and is described as follows:

PARCEL 1

LOTS A, B, C, D AND E, FLORIDA VILLA, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 93, PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA. SAID LOTS LYING IN AND BEING A RESUBDIVISION OF LOT 1, BLOCK 28, TOWN OF AVON PARK, SECTION 22, TOWNSHIP 33 SOUTH, RANGE 28 EAST.

PARCEL 2

LOTS 2, 3, 4, 5, 6, 7, 8, 9 AND 10, BLOCK 28, TOWN OF AVON PARK, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 58, PUBLIC RECORDS OF DESOTO COUNTY, FLORIDA, (OF WHICH HIGHLANDS COUNTY WAS FORMERLY A PART) IN SECTION 22, TOWNSHIP 33 SOUTH, RANGE 28 EAST.

BOTH PARCELS ABOVE TOGETHER WITH A PORTION OF A VACATED RIGHT-OF-WAY WITHIN THE PROPERTY OF AVON PARK APARTMENTS AS VACATED BY ORDINANCE 06-2024 RECORDED JULY 16, 2024 IN BOOK 3056, PAGE 191 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT RIGHT OF WAY LYING SOUTH OF LOTS 1 - 5, BLOCK 28 AND NORTH OF LOTS 6 - 10, BLOCK 28, OF TOWN OF AVON PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 58, PUBLIC RECORDS OF DESOTO COUNTY, FLORIDA OF WHICH HIGHLANDS COUNTY WAS FORMERLY A PART. SAID LAND BEING SITUATED IN SECTION 22, TOWNSHIP 33 SOUTH, RANGE 28 EAST, HIGHLANDS COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 28 OF SAID TOWN OF AVON PARK, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT A, OF FLORIDA VILLA, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 93, PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA AND RUN THENCE ALONG THE SOUTH LINE OF LOTS 1 - 5, BLOCK 28, N 89°54'41" W., A DISTANCE OF 601.32 FEET; THENCE S. 00°13'22" W., A DISTANCE OF 60.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 6, BLOCK 28; RUN THENCE ALONG THE NORTH LINE OF SAID LOTS 6 - 10, BLOCK 28, S 89°54'41" E., A DISTANCE OF 601.43 FEET TO THE NORTHEAST CORNER OF SAID LOT 10, BLOCK 28; RUN THENCE N., 00°06'54" E., A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

OVERALL DESCRIPTION BY SURVEY BEING THE SAME REAL ESTATE AS THE RECORD DESCRIPTION:

THAT PART OF BLOCK 28, TOWN OF AVON PARK RECORDED IN PLAT BOOK 1, PAGE 58 INCLUDING LOTS 1 - 10 AND THAT 60 FOOT RIGHT OF WAY LYING SOUTH OF LOTS 1 - 5 AND NORTH OF LOTS 6 - 10, VACATED BY THE CITY OF AVON PARK IN ORDINANCE 06-2024, RECORDED IN OFFICIAL RECORDS BOOK 3056, PAGE 191, ALSO INCLUDING LOTS A - C, FLORIDA VILLA RECORDED IN PLAT BOOK 2, PAGE 93, SAID PLAT BEING A REPLAT OF SAID LOT 1, BLOCK 28 OF TOWN OF AVON PARK, ALL IN THE PUBLIC RECORDS OF DESOTO COUNTY OF WHICH HIGHLANDS COUNTY WAS FORMERLY A PART, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF LOT 1 OF SAID BLOCK 28, ALSO BEING THE NORTHEAST CORNER OF LOT E OF SAID FLORIDA VILLA AND RUN THENCE ALONG EAST LINE OF SAID LOT 1 AND SAID LOT 10, AND SAID LOTS A-E, ALSO BEING THE WEST RIGHT OF WAY LINE OF S FLORIDA AVENUE, $S00^{\circ}06'54''W$ A DISTANCE OF 608.93 FEET; RUN THENCE ALONG THE SOUTH LINE OF SAID LOTS 6 - 10, ALSO BEING THE NORTH RIGHT OF WAY LINE OF W CORNELL STREET, $N89^{\circ}48'26''W$ A DISTANCE OF 601.96 FEET; RUN THENCE ALONG THE WEST LINE OF SAID LOT 5 AND LOT 6, ALSO BEING THE EAST RIGHT OF WAY LINE OF S ANOKA AVENUE, $N00^{\circ}13'22''E$ A DISTANCE OF 609.61 FEET; RUN THENCE ALONG THE NORTH LINE OF LOTS 1 -5, AND SAID LOT E, ALSO BEING THE SOUTH RIGHT OF WAY LINE OF W STATE STREET, $S89^{\circ}44'33''E$ A DISTANCE OF 600.81 FEET TO THE POINT OF BEGINNING.

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: December 3, 2024

PRESENTER: Laurie A. Hurner, County Administrator

SUBJECT/TITLE: Request direction from the Board of Highlands County Commissioners regarding the Highlands County Board of County Commissioners assuming the responsibilities of IT service for all county departments.

STATEMENT OF ISSUE

At the November 19th board meeting Commissioner Campbell asked for the board to discuss taking over the IT services for the board departments. Currently the Highlands County Clerk of Court performs these services. The Commissioner asked that staff find out how many counties still worked under the structure of the Clerk of Court serving as the IT arm of the county. Staff received responses from 57 out of the 67 counties in Florida. In short, 4 counties in Florida, including Highlands, still use the Clerk of Court for IT services. Additional information is attached.

RECOMMENDED ACTION

Direct staff on how to proceed.

FISCAL IMPACT

There is no fiscal Impact.

Attachments: [County IT Comparisons.xlsx](#)

	A	B
1	County	Who oversees IT
2	Alachua	BCC
3	Baker	
4	Bay County	BCC
5	Bradford	
6	Brevard	BCC
7	Broward	BCC
8	Calhoun	
9	Charlotte	BCC
10	Citrus	SO
11	Clay	BCC
12	Collier	BCC
13	Columbia	BCC
14	DeSoto	BCC
15	Dixie	BCC
16	Duval	
17	Escambia	BCC
18	Flagler	BCC
19	Franklin	
20	Gadsden	BCC
21	Gilchrist	BCC
22	Glades	Contract w/3rd party
23	Gulf	
24	Hamilton	BCC
25	Hardee	BCC
26	Hendry	BCC
27	Hernando	Clerk
28	Highlands	Clerk
29	Hillsborough	BCC
30	Holmes	Contract w/3rd party
31	Indian River County	
32	Jackson County	BCC
33	Jefferson	Contract w/3rd party
34	Lafayette	Contract w/3rd party
35	Lake	BCC
36	Lee	Contract w/3rd party
37	Leon	BCC
38	Levy	Contract w/3rd party
39	Liberty	Contract w/3rd party
40	Madison	Contract w/3rd party
41	Manatee	BCC
42	Marion	BCC
43	Martin	
44	Miami Dade	BCC
45	Monroe	BCC
46	Nassau	BCC

	A	B
47	Okaloosa	BCC
48	Okeechobee	Clerk
49	Orange	BCC
50	Osceola	BCC
51	Palm Beach County	BCC
52	Pasco	
53	Pinella	BCC
54	Polk County	BCC
55	Putman	BCC
56	Santa Rosa	BCC
57	Sarasota	BCC
58	Seminole	BCC
59	St Johns	BCC
60	St Lucie	BCC
61	Sumter	
62	Swansee	BCC
63	Taylor	BCC
64	Union	No IT
65	Volusia	BCC
66	Wakulla	Contract w/3rd party
67	Walton	Clerk
68	Washington	Contract w/3rd party
69		
70	No Response	10
71	Total BCC	41
72	Total BCC Contract w/ 3rd Par	10
73	Total Clerk	(including Highlands) 4
74	Other (Walton/Union)	2

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: Dec 3, 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 of November 25, 2024.

RECOMMENDED ACTION

None. This is being provided for informational purposes only.

FISCAL IMPACT

There is no fiscal impact.

Attachments: [Legal Long Range 11.26.24.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	Interlocal Service Boundary Agreement/Joint Planning/Annexation issues with all cities (enclaves and roads)	<u>Spring Lake plans to adopt its Resolution on December 11, 2024.</u> <u>ISBA kick-off meeting set for December 17, 2024 at 2:00pm.</u>
	Response Resolutions: Highlands County - 23-24-176, adopted August 20, 2024 Lake Placid - 2024-28, adopted September 9, 2024 Sun N Lake - 2024-05 adopted October 29, 2024.	
N/A	Revision to organization of Advisory Board and Committees	Specific Committee Ordinances/Resolutions will be in 3 phases beginning in the first few months of 2025.
N/A	Update/Repeal of County policies which have been individually adopted and which are not part of a codified manual	This refers to day to day operational type policies of Administration and the various Departments which are not part of the code of ordinances, employment manual or Land Development Code. The Records Custodian for the County has started the researching the County's records to reveal all such policies.

N/A	Purchasing Policy revisions	<u>Legal Department staff has started the task of removing procedures from our existing Policy</u>
N/A	Camping/Sleeping on Public Property Panhandling	<u>Meeting between key County staff members and the Sheriff is set for January 7, 2025 at 1pm.</u>
N/A	TDC Grant Agreements	Revise form Grant Agreements to better address issues TDC is experiencing with event promoters

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: December 3, 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: December 3, 2024

PRESENTER: Gail T. Werley, Children's Advocacy Center Manager

SUBJECT/TITLE: The Highlands County Children's Advocacy Center is agreeing to participate in a partnership with the National Children's Alliance (NCA) and The Department of Defense (DoD). This program provides additional services to military families. This is a MOU between the NCA (our accrediting entity) and DoD programs, not a MOU with individual CACs directly.

STATEMENT OF ISSUE

CACs are asked to opt-in to participate in the MOUs but are not MOU signatories. Per the NCA: All CACs - even those without a large military presence in their community - may serve military families due to family visitation, service members living away from their children, and the various ways military families make caregiving arrangements during deployments. Participating CACs will be added to a map that is provided to our military partners. When military partners have a case or need services for a family, they will go to that map to see which CACs are willing to work with them. Though it may not be a frequent occurrence for CACs without installations in their area, for those military families you do work with, the MOU will allow for information sharing and case coordination so the family can receive the coordinated care they need. And, because of separated parents and how families manage deployments with extended family care arrangements, CACs often serve more military families than they realize when there is not an installation nearby. Military families served by CACs may be eligible for services from the Family Advocacy Program, which offers a range of valuable resources like support with safety planning, help obtaining military protection orders, accessing support from command, access to military victim advocates, counseling, and treatment. Military partners can also help families access special accommodations for transfers to another base to be closer to family support and even financial support for non-offending caregivers, in some cases. Participating in the MOU can help ensure that families have access to these unique military supports that are available, too and allow for info sharing between programs. NCA is currently exploring potential for DOD funding for CACs that are participating in the MOU to support CAC service access for military families. The more CACs are signed on to serve military families via the MOU, the stronger the case is for the need for funding. In addition to potentially opening up a funding stream for the individual CAC, participating in the MOU supports CAC sustainability efforts nationwide by demonstrating as a national movement that CACs are committed to providing critical services to our military families. The Highlands County CAC is committed to providing all available services to military families to include veterans.

RECOMMENDED ACTION

None. This is being provided for informational purposes only. Two of the MOUs signed by the NCA and DoD are attached as examples.

FISCAL IMPACT

There is no fiscal impact.

Attachments: [MOU NCA & Marine Corps 5.03.24.pdf](#)

Attachments: [MOU NCA & Navy 3.06.24.pdf](#)



DEPARTMENT OF THE NAVY
HEADQUARTERS UNITED STATES MARINE CORPS
3280 RUSSELL ROAD
QUANTICO VA 22134-5103

IN REPLY REFER TO:

1700

MF

23-Apr-24

**MEMORANDUM OF UNDERSTANDING
BETWEEN
NATIONAL CHILDREN'S ALLIANCE
AND
HEADQUARTERS MARINE CORPS, MANPOWER AND RESERVE AFFAIRS,
MARINE AND FAMILY PROGRAMS DIVISION
FOR
COLLABORATION BETWEEN CHILDREN'S ADVOCACY CENTERS AND
INSTALLATION FAMILY ADVOCACY PROGRAMS**

This is a Memorandum of Understanding (MOU) between the office of Headquarters Marine Corps (HQMC), Manpower and Reserve Affairs (M&RA), Marine and Family Programs Division (MF) and National Children's Alliance (NCA). When referred to collectively, HQMC MF and NCA are referred to as the "Parties." All references to children's advocacy centers (CACs) in this MOU pertain only to CACs accredited by NCA.

1. **PURPOSE.** This MOU formalizes an understanding between NCA and HQMC MF and solidifies a mutually beneficial and collaborative effort between these organizations to ensure a coordinated community response (CCR) is provided to children and their families who require support as a result of child abuse, neglect, and problematic sexual behavior in children and youth (PSB-CY). Through this MOU, United States Marine Corps (USMC) installation Family Advocacy Program offices and accredited CACs will coordinate services and share information in accordance with federal, state, and local laws. This agreement provides guidance for installation FAP offices and accredited CACs to work together and use collective programs, services, and materials, in coordination with Naval Criminal Investigative Service and other CAC multidisciplinary team (MDT) partners, to assist children and families impacted by child abuse, neglect, and PSB-CY. Additionally, this MOU is intended to eliminate the need for individual MOUs at the local level, reducing administrative burden for accredited CACs and USMC installations.

2. AUTHORITIES/REFERENCES

2.1. Assistant Secretary of Defense Memorandum: Policy Clarification on Supportive Services provided by the Family Advocacy Program (FAP) in Response to Problematic Sexual Behavior in Children and Youth of November 28, 2018.

2.2. MCO 1754.11A Marine Corps Family Advocacy Program.

2.3 National Children's Alliance Standards for Accredited Members, 2023 edition.

2.4. U.S. Government Accountability Office Report (CHILD WELFARE: Increased Guidance and Collaboration Needed to Improve DOD's Tracking and Response to Child Abuse), GAO-20-110: Feb 12, 2020.

3. BACKGROUND

3.1. NCA is the national association and accrediting body for CACs. Formed in 1988, NCA now provides support, technical assistance, and quality assurance for over 900 CACs nationwide.

3.2. A CAC is a child-focused, facility-based program in which representatives from core disciplines—law enforcement, child protection, prosecution, mental health, medical, and victim advocacy—collaborate using a trauma-informed approach to investigate child abuse reports, conduct forensic interviews, determine, and provide evidence-based interventions, and assess cases for prosecution.

3.3. Headquarters, U.S. Marine Corps, Manpower and Reserve Affairs, Marine and Family Programs Division has several programs within its portfolio with purview that pertain to Marines and family readiness. One such program is the USMC FAP, managed and executed by MF with direct services delivered at the USMC installation level. The FAP is a congressionally mandated DoD program first established in response to state and federal awareness of and response to child abuse in 1979. The FAP mandates all military services to provide prevention and response services and support to abuse and neglect, PSB-CY, and domestic abuse in military families. In accordance with DoDI 6400.01, it is DoD policy to promote early identification, reporting, and coordinated, comprehensive intervention, assessment, and support to victims of child abuse, domestic abuse, and children and youth exhibiting or impacted by PSB-CY.

3.4. In September 2015, in response to a child abuse fatality involving active duty military personnel, a bipartisan group of U.S. senators contacted NCA to explore possible legislative approaches to address child abuse fatalities on military bases. While different approaches were discussed, it was determined that an initial step should be to assess the status of collaboration between CACs and local military installations. Based on CAC successes and effectiveness in local communities, CACs and Congress have long partnered to provide healing for abused children, as well as to hold offenders accountable.

3.5. HQMC FAP is the office of primary responsibility for the prevention and intervention of child abuse within the USMC community with programmatic oversight by HQMC MF. As such, this MOU will provide standardized understanding of collaboration and support between USMC installation FAP offices and accredited CACs found within proximity to USMC installations.

3.6. Following NCA's assessment and discussion with DoD and service partners, it was determined that any MOUs between NCA and military programs should be developed at the service branch level, not DoD entirely, due to differences in policy and requirements between branches. This approach was affirmed by recommendations in the February 2020 report by the U.S. Government Accountability Office (see reference f). As part of the FAP Coordinated Community Response, DoD policy requires MOUs, as appropriate, with counterparts in the local civilian community to improve coordination. NCA does not have the authority to mandate CAC protocols such as case acceptance criteria and information sharing practices at the local level, and such agreements must be entered into voluntarily by the CAC and Marine Corps Installation. As such, the parties determined that while this MOU is between NCA and HQMC MF, NCA would conduct a separate signatory process with accredited CACs who agree to commit to the provisions outlined in this MOU.

4. UNDERSTANDING OF THE PARTIES

4.1. NCA will:

4.1.1. Conduct training that provides information needed to prepare CACs and installation FAP offices for coordination.

4.1.2. Distribute the MOU to all accredited CACs. To participate, CACs will be required to opt in by signing on to participate in the MOU. NCA will facilitate a signatory process for CACs.

4.1.3. Encourage accredited CACs to commit, by signing on to participate in this MOU, to coordinating services with FAP and provide full array of CAC services to child victims and their families eligible for FAP services as outlined in this MOU.

4.1.4. Provide updated information about participating CACs and their service capabilities to MF annually.

4.1.5. Ensure that CACs participating in this MOU through NCA facilitated process will:

4.1.5.1. Screen for parent/guardian military affiliation and ensure notification to FAP is made when the CAC receives a referral involving a family eligible for services on an USMC installation in accordance with federal, state, and local laws.

4.1.5.2. Invite FAP offices to sign on to existing CAC MDT protocols in accordance with state and local laws.

4.1.5.3. Participate in FAP MDTs, when requested, in accordance with federal, state, and local laws .

4.1.5.4. Include FAP personnel as members of the local CAC MDT and invite FAP personnel to MDT activities including case review in accordance with federal, state, and local laws.

4.1.5.5. Allow FAP team members to observe forensic interviews or provide information needed after interview to avoid duplicative interviews in accordance with CAC policy, federal, state, and local laws.

4.1.5.6. Share relevant client information with USMC FAP offices in accordance with CAC policy, federal, state, and local laws upon obtaining release of information where required.

4.2. MF will:

4.2.1. Authorize USMC FAP to participate and sign on to follow existing CAC MDT protocols.

4.2.2. Ensure USMC FAP offices consider the accredited CAC, where available, to be the primary referral location for all cases requiring treatment and intervention that falls outside the scope or capability of local FAP clinicians.

4.2.3. Authorize USMC FAP offices to refer children needing forensic interviews to accredited CACs when determined in coordination with the Naval Criminal Investigative Services or Marine Corps Criminal Investigative Division. and installation's coordinated community response network.

4.2.4. Require USMC FAP offices to accept reports and referrals for services to military families from accredited CACs.

4.2.5. Authorize USMC FAP offices to share case-specific information with participating accredited CACs in accordance with CAC and FAP confidentiality policies, federal, state, and local laws, and upon obtaining release of information where required.

4.2.6. Provide information about participating accredited CACs to USMC FAP offices when information is received from NCA.

4.3. NCA and MF will:

4.3.1. Maintain communication between NCA and MF (or designee) and support similar collaborative relationships between CACs and USMC FAP offices.

4.3.2. Distribute this MOU to accredited CACs and USMC FAP offices and provide orientation on the required case coordination practices outlined in this MOU.

4.3.3. Encourage interviews to be conducted in coordination to decrease the risk of subjecting children to multiple interviews.

4.3.4. Encourage cross-participation in USMC FAP office and CAC MDTs as determined by applicable policy, state and local laws, and program needs.

4.3.5. Encourage ongoing cross-participation in USMC FAP office and CAC community events, child abuse prevention programs, professional training and education, and MDT team development activities.

5. PERSONNEL: Each Party is responsible for all costs of its personnel, including pay and benefits, support, and travel. Each Party is responsible for supervision and management of its personnel.

6. GENERAL PROVISIONS:

6.1. POINTS OF CONTACT: The following points of contact will be used by the Parties to communicate in the implementation of this MOU. Each Party may change its point of contact upon reasonable notice to the other Party without modification of the MOU.

6.1.1. For NCA:

Primary: Teresa Huizar
Chief Executive Officer
National Children's Alliance
921 Pennsylvania Ave SE, Unit #313

Washington, DC 20003
(202) 548-0090
thuizar@nca-online.org

6.1.2. For MF (or designee):

Primary:
M. C. Balocki
Director
Marine and Family Programs Division
3280 Russell Rd.
Quantico, VA 22134
(703) 784-9501
marie.balocki@usmc.mil

6.2. CORRESPONDENCE: All correspondence and notice related to this MOU must be made in writing and mailed and emailed to:

6.2.1. For NCA

National Children's Alliance
921 Pennsylvania Ave SE, Unit #313 Washington, DC 20003
membership@nca-online.org

6.2.2. For HQMC MF

HQMC, M&RA, MF, FAP
3280 Russell Rd
Quantico, VA 22134
HQMCFAP@usmc.mil

6.3. FUNDS AND MANPOWER

6.3.1. This MOU does not document nor provide for the exchange of funds or manpower between the Parties nor does it make any commitment of funds or resources.

6.3.2. Provision of NCA and CAC services as outlined in this MOU are dependent on available funding.

6.4. MODIFICATION OF MOU: This MOU may only be modified by the written agreement of the Parties, duly signed by their authorized representatives. This MOU will be reviewed annually on or around the anniversary of its effective date, and triennially in its entirety.

6.5. DISPUTES: Any disputes relating to this MOU will, subject to any applicable law, Executive order, directive, or instruction, be resolved by consultation between the parties.

6.6. TRANSFERABILITY: This MOU is not transferable except with the written consent of the Parties.

6.7 TERMINATION OF UNDERSTANDING: This MOU may only be terminated by the written agreement of the Parties signatures with a 30-day notice.

6.8. ENTIRE UNDERSTANDING: It is expressly understood and agreed that this MOU embodies the entire understanding between the Parties regarding the MOU's subject matter.

6.9. EFFECTIVE DATE: This MOU takes effect beginning on the day after the last Party signs this MOU Effective date is dependent on NCA/NCIS MOU execution to facilitate a complete coordinated community response for children and families.

6.10. EXPIRATION DATE: This MOU expires 10 years after effective date.

6.11. CANCELLATION OF PREVIOUS MOU. If local MOUs already exist between installation FAP offices and CACs, the FAP office and CAC may decide to continue collaboration utilizing existing local MOU or cancel existing MOU and utilize this MOU to guide service coordination.

APPROVED:

FOR National Children's Alliance:

Teresa Huizar
Digitally signed by Teresa Huizar
Date: 2024.05.03 21:45:34 -04'00'

Teresa Huizar, Chief Executive Officer
National Children's Alliance
921 Pennsylvania Ave SE, Unit
#313 Washington, DC 20003

05/03/24

(Date)

FOR HQMC MF

**BALOCKI.MARIE.C
LAIRE.1160469494**
Digitally signed by BALOCKI.MARIE.CLAIRE.1160469494
Date: 2024.04.23 17:41:34 -04'00'

M. C. Balocki, Director
Marine and Family Programs Division
3280 Russell Rd.
Quantico, VA 22134

(Date)



DEPARTMENT OF THE NAVY
COMMANDER NAVY INSTALLATIONS COMMAND
716 SICARD STREET SE SUITE 100
WASHINGTON NAVY YARD DC 20374-5140

NCA

CNIC
1754
Ser N00/24U083
6 Mar 24

MEMORANDUM OF UNDERSTANDING
BETWEEN
NATIONAL CHILDREN'S ALLIANCE
AND
COMMANDER, NAVY INSTALLATIONS COMMAND
Support Agreement Number: N00052-20231116-12877

Subj: NAVY FAMILY ADVOCACY PROGRAM OFFICES AND NATIONAL
CHILDREN'S ALLIANCE-ACCREDITED CHILDREN'S ADVOCACY CENTERS
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Ref: (a) DoDI 6400.01
(b) DoDI 6400.10
(c) DoDM 6400.01, Volume 1
(d) GAO-20-110, CHILD WELFARE: Increased Guidance and Collaboration Needed to
Improve DOD's Tracking and Response to Child Abuse
(e) National children's Alliance Standards for Accredited Members, 2017 edition
(f) OPNAVINST 1752.2C
(g) CNIC Memo, Clarification of Policy Regarding Support to Other Entities

1. Purpose. This Memorandum of Understanding (MOU) is between Commander, Navy Installations Command (CNIC) and National Children's Alliance (NCA), hereinafter referred to collectively as the "Parties." This MOU formalizes a partnership between the Parties and solidifies a collaborative effort to ensure a coordinated community response is provided to children and their families who require support as a result of child abuse, neglect, and problematic sexual behavior in children and youth (PSB-CY) per references (a) through (g). The Parties authorize and encourage, under the conditions outlined in this MOU, Navy installation Family Advocacy Programs (FAP) offices and NCA-accredited children's advocacy centers (CACs) to coordinate services and share information per federal, state, and local laws. This MOU provides guidance for installation FAP offices and NCA-accredited CACs to partner and use collective programs, services, and materials--in coordination with the Naval Criminal Investigative Service (NCIS) and other CAC multidisciplinary team (MDT) partners-- to assist children and families impacted by child abuse, neglect, and PSB-CY. Additionally, this MOU eliminates the need for individual MOUs at the local level, reducing administrative burden for accredited CACs and Navy installation FAP offices.

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2. Background

a. In September 2015, in response to a child abuse fatality involving active duty military personnel, a bipartisan group of senators contacted NCA to explore possible legislative measures to address child abuse fatalities on military bases. While different approaches were discussed, it was determined that an initial step should be to assess the status of collaboration between CACs and local military installations. Based on CAC successes and effectiveness in local communities, CACs and Congress have long partnered to provide healing for abused children, as well as to hold offenders accountable. Thus, \$1 million in funding was included in the Fiscal Year 2017 Commerce, Justice, Science, and Related Agencies budget to conduct an assessment of a potential CAC-military relationship and encourage development of MOUs to help foster these relationships. NCA was awarded this funding through a grant from Office of Juvenile Justice and Delinquency Prevention.

b. Following NCA's assessment and discussion with Department of Defense (DoD) and service partners, it was determined that any MOUs between NCA and military programs should be developed at the service level due to differences in policies and requirements between service branches. This approach was affirmed by recommendations in the February 2020 report by the U.S. Government Accountability Office (see reference (d)).

c. Per reference (c), FAP establishes formal MOUs, as appropriate, with counterparts in the local civilian community to improve coordination. NCA does not have the authority to mandate CAC protocols such as case acceptance criteria and information sharing practices at the local level, and such agreements must be entered into voluntarily by CACs. As such, the parties determined that while this MOU is an agreement between NCA and CNIC, NCA would conduct a separate signatory process with accredited CACs who agree to commit to the provisions outlined in this MOU.

3. Scope. NCA is the national association and accrediting body for CACs. The Navy Family Advocacy Program (FAP) is the office of primary responsibility for the prevention and intervention of child abuse within the Navy community. Policy for this program is under the purview of the Deputy Chief of Naval Operations (Manpower, Personnel, Training and Education) (CNO N1); management of this program lies with CNIC Fleet and Family Readiness (CNIC N9); and execution is the responsibility of all Navy commands and personnel. This MOU between the NCA and CNIC will provide standardized understanding of collaboration and support between installation FAP offices and NCA-accredited participating CACs.

4. Understandings of the Parties

a. National Children's Alliance

(1) NCA is the national association and accrediting body for CACs. Formed in 1988, NCA now provides support, technical assistance, and quality assurance for over 900 CACs nationwide.

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(2) A CAC is a child-focused, facility-based program in which representatives from core disciplines—law enforcement, child protection, prosecution, mental health, medical, and victim advocacy—collaborate to investigate child abuse reports, conduct forensic interviews, determine and provide evidence-based, trauma-informed interventions, and assess cases for prosecution.

(3) As local community-based programs, CACs are designed to meet the unique needs of the communities they serve and, as such, no two CACs look or operate exactly the same. However, they are founded on a shared belief that child abuse is a multifaceted community problem and no single agency, individual, or discipline has the necessary knowledge, skills, or resources to serve the needs of all children and their families. The CAC's coordinated and comprehensive response is also guided by a shared philosophy that the combined expertise of professionals across disciplines results in a more complete understanding of case issues and better provides help, support, and protection to children and families as they pursue healing and justice.

(4) NCA provides: training, technical assistance, and networking opportunities for professionals and communities; media materials for professional and public education about child abuse, CACs, and the MDT approach; national accreditation standards for CACs; leadership in coordinated investigations and state-of-the-field child abuse interventions; legislative and other policy advocacy for CACs on a national level and guidance for similar activities on the state level; and funding support through grants and special projects.

(5) NCA established a set of ten standards defining a CAC's comprehensive model of response (see reference e). To receive accreditation by NCA, a CAC must meet all essential components for each of these individual standards: multidisciplinary team (MDT); diversity, equity and access of services; forensic interview; victim support and advocacy; medical evaluation; mental health; case review and coordination; case tracking; organizational capacity; and, child safety and protection.

b. Commander, Navy Installations Command:

(1) CNIC has several programs within its portfolio with purview that pertains to Sailor and family readiness. One such program is the Navy FAP, managed and executed by the installation Fleet and Family Support Centers. The FAP is a congressionally mandated DoD program first established in response to state and federal awareness of and response to child abuse in 1979. The FAP mandates all military services to provide prevention and response services and support to abuse and neglect (including PSB-CY) and domestic violence in military families. Per reference (a) and (b), it is DoD policy to promote early identification, reporting, and coordinated, comprehensive intervention, assessment, and support to victims of child abuse, domestic abuse, and children and youth exhibiting or impacted by PSB-CY. Per reference (g), CNIC recognizes that the services provided by NCA align with child advocacy programs

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outlined in Joint Ethics Regulations (JER) 3-210 and the presence of NCA benefits our military personnel and their families across the globe.

(2) Per reference (f) FAP personnel develop, implement, and evaluate programs and policies to prevent and treat domestic abuse and child maltreatment. The FAP personnel provide expert training and consultation services to its key customers, including active component members, their families, and other eligible beneficiaries, unit leaders, and other helping agencies. Navy personnel collect, maintain, analyze, and report data on domestic abuse and child maltreatment. In concert with installation and community agencies, the Navy FAP personnel provide a continuum of services designed to build community health and resilience by reducing domestic abuse and child maltreatment and promote family, community, and mission readiness.

5. Agreement of the Parties

a. NCA will:

(1) Conduct training that provides background information needed to prepare CACs for coordination with installation FAP offices.

(2) Distribute the MOU to all accredited CACs. To participate, CACs will be required to opt in by signing to participate in the MOU, through a separate NCA facilitated signatory process.

(3) Encourage accredited CACs to participate in this MOU, to enhance coordination of services with FAP and provide a full array of CAC services to child victims and their families eligible for FAP services.

(4) Maintain a repository of updated information that is made available to CNIC FAP enterprise at least annually identifying participating CACs and their service capabilities.

(5) CACs participating in this MOU through NCA facilitated process agree to:

(a) Screen for parent/guardian military affiliation and ensure notification to FAP is made when the CAC receives a referral involving a family eligible for services on a Navy installation per federal, state and local laws.

(b) Invite FAP offices to sign on to existing CAC MDT protocols per federal, state and local laws.

(c) Participate in FAP MDTs as requested per federal, state and local laws.

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(e) Include FAP personnel as members of the local CAC MDT and invite FAP personnel to all MDT activities including case review per federal, state, and local laws.

(f) Allow FAP team members to observe forensic interviews or provide information needed after interview to avoid duplicative interviews per CAC policy and federal, state and local laws.

(g) Authorize and encourage accredited CACs to share case-specific information with participating Navy FAP offices per CAC policies and federal, state, and local laws and upon obtaining authorization to release information where required.

b. CNIC will:

(1) Authorize Navy FAP to participate in CAC MDTs, sign on to and follow existing CAC MDT protocols, and develop and sign additional installation-specific agreements or addendums if needed per federal, state and local laws.

(2) Ensure Navy installation FAP offices consider the accredited CAC, where available, as a referral location, per applicable laws, rules and regulations, for all cases requiring treatment and intervention that falls outside the scope or capability of local FAP clinicians.

(3) Require Navy installation FAP offices to refer children needing forensic interviews to accredited CACs when determined in coordination with NCIS or the applicable Military Criminal Investigative Organization (MCIO) and installation's coordinated community response network.

(4) Authorize Navy installation FAP personnel to participate in forensic interviews at CACs, which may include observing the forensic interview and engaging in discussion with the interviewer regarding the forensic interview, as allowed by, and in accordance with, applicable laws and policies.

(5) Require Navy installation FAP offices to accept reports and referrals for services to military families from CACs.

(6) Authorize Navy installation FAP offices to share case-specific information with participating accredited CACs per FAP policies, federal, state, and local laws, and upon obtaining authorization to release information where required.

c. NCA and CNIC mutually agree to the following:

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(1) Maintain communication between NCA and CNIC (or designee) and support similar collaborative relationships between CACs and Navy installation FAP offices per applicable federal, state and local laws.

(2) Distribute this MOU to accredited CACs and Navy installation FAP offices and provide orientation on the required case coordination practices outlined in this MOU.

(3) Encourage interviews to be conducted in coordination when possible to decrease the risk of causing additional trauma to child(ren) by subjecting them to multiple interviews.

(4) Encourage cross-participation in Navy installation FAP office and CAC MDTs as determined by applicable policy; federal, state and local laws; and program needs.

(5) Encourage ongoing cross-participation in installation FAP office and CAC community events, child abuse prevention programs, professional training and education, and MDT team development activities per applicable policy; federal, state and local laws; and program needs.

6. Personnel. Each Party is responsible for all costs of its personnel, including pay and benefits, support, and travel. Each Party is responsible for supervision and management of its personnel.

7. General Provisions

a. Points of Contact: The following points of contact will be used by the Parties to communicate in the implementation of this MOU. Each Party may change its point of contact upon reasonable notice to the other Party without modification of the MOU.

- (1) Teresa Huizar (NCA)
Chief Executive Officer
National Children's Alliance
921 Pennsylvania SE, Unit #313
Washington, DC 20003
(202) 548-0090
thuizar@nca-online.org
- (2) Amy L. Fustino, MSS, MLSP, LCSW
Clinical Counseling Program Analyst
Commander, Navy Installations Command
716 Sicard Street, SE, Suite 1000
Washington, DC 20373-5140
(202) 718-8476
Amy.L.Fustino.naf@us.navy.mil

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b. Correspondence. All correspondence and notice related to this MOU must be made in writing and mailed and emailed to:

(1) National Children's Alliance
516 C St. NE
Washington, DC 20002
membership@nca-online.org

(2) Commander, Navy Installations Command
716 Sicard Street, SE, Suite 1000
Washington, DC 20373-5140

8. Funds and Manpower

a. This MOU does not document nor provide for the exchange of funds or manpower between the Parties nor does it make any commitment of funds or resources.

b. Expenditures by each party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The parties expressly acknowledge that the language in this MOU in no way implies that funds will be made available for such expenditures.

9. Modification of MOU. This MOU may only be modified by the written agreement of the Parties, duly signed by their authorized representatives. This MOU will be reviewed annually on or around the anniversary of its effective date, and triennially in its entirety.

10. Disputes. Any disputes relating to this MOU will, subject to any applicable law, Executive order, directive, or instruction, be resolved by consultation between the Parties.

11. Transferability. This MOU is not transferable except with the written consent of the Parties.

12. Entire Understanding. It is expressly understood and agreed that this MOU embodies the entire understanding between the Parties regarding the MOU's subject matter.

13. Effective Date. This MOU takes effect beginning on the day after the last Party signs this MOU and after full execution of NCA's MOU with NCIS. Effective date is dependent on NCA/NCIS MOU execution to facilitate a complete coordinated community response for children and families, which was accomplished on 17 February 2022.

14. Expiration Date. This MOU will remain in effect until either Party upon 30 days written notice to the other Party terminates this MOU. In no event will this MOU exceed 10 years from the date of approval by all parties.

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15. Cancellation of Previous MOU

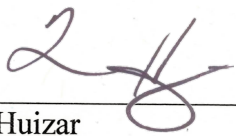
- a. No previous MOU exists between the Parties.
- b. If local MOUs already exist between installation FAP offices and CACs, the FAP office and CAC may decide to continue collaboration utilizing existing local MOU or cancel existing MOU and utilize this MOU to guide service coordination.

16. No Third Party Beneficiaries. Nothing in this MOU, express or implied, is intended to give to, or will be construed to confer upon, any person not a party any remedy or claim under or by reason of this MOU and this MOU will be for the sole and exclusive benefit of the Parties.

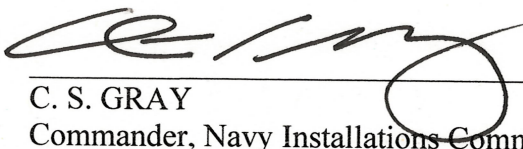
APPROVED:

FOR National Children's Alliance:

FOR Commander, Navy Installations Command:



Teresa Huizar
Chief Executive Officer
National Children's Alliance



C. S. GRAY
Commander, Navy Installations Command

3/13/2024
(Date)

3/6/24
(Date)

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: December 3, 2024

PRESENTER:

**SUBJECT/TITLE: Board payables from December 3, 2024, through December 16,
 2024**

STATEMENT OF ISSUE

RECOMMENDED ACTION

FISCAL IMPACT