HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
Tuesday, August 17, 2021
9:00 AM
600 S. Commerce Ave. Sebring, FL 33870
AGENDA

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

2 INVOCATION

3 PLEDGE OF ALLEGIANCE

4 ANNOUNCEMENTS

Highlands Soil & Water Conservation District will hold a meeting on Tuesday, August 17, 2021, at 3:00 p.m., in Conference room #3 of the Bert J. Harris, Jr. Agricultural Center, 4509 George Blvd., Sebring

The Children's Services Council will hold a general body meeting on Wednesday, August 18, 2021, at 8:00 a.m., in the Board room, 600 S. Commerce Ave., Sebring

The Tourist Development Council will meet on Thursday, August 19, 2021, at 8:15 a.m., in the Board room, 600 S. Commerce Ave., Sebring

The Recreation & Parks Advisory Committee will meet on Thursday, August 19, 2021, at 2:00 p.m., at the Highlands County Multi-Sports Complex at 216 Sheriff's Tower Rd., Sebring

The Historic Preservation Commission will hold a special meeting on will meet on Thursday, August 19, 2021, at 2:30 p.m., in the Engineering Training Room, 505 S. Commerce Ave., Sebring

The Healthy Families Highlands Advisory Board Subcommittee of Children's Services Council will hold a meeting on Tuesday, August 24, 2021, at 9:00 a.m., at 7205 S. George Blvd., Sebring

The Highlands County Hospital District Board will meet on Thursday, August 26, 2021, at 1:15 p.m., in the Board room, 600 S. Commerce Ave., Sebring

The Highlands County Purchasing Department will meet on Friday, August 27, 2021, at 1:00 p.m., in the Board room, 600 S. Commerce Ave., Sebring for the purpose of a Non-Mandatory Pre-Quote Meeting to discuss FWQ 21-013 Highlands Park Estates Community Center General Cleaning Service for the Highlands Park Estates Community Center located at 16415 Deerglen Blvd., Lake Placid

The Highlands County Purchasing Department will meet on Friday, August 27, 2021, at 3:00 p.m., in the Board room, 600 S. Commerce Ave., Sebring for the purpose of a Non-Mandatory Pre-Quote Meeting to discuss FWQ 21-012 Highlands County Sun 'n Lakes of Lake Placid

General Cleaning Service for the Sun 'n Lakes Community Center located at 440 Sun 'n Lakes Blvd., Lake Placid

The Highlands County Purchasing Department will meet on Thursday, September 2, 2021, at 1:30 p.m., in the Engineering Training Room, 505 S. Commerce Ave., Sebring for the purpose of a Non-Mandatory Pre-Bid Meeting to discuss ITB 20-011 Arbuckle Creek Road Turn Lake, Highlands County Project 16002, #436644-1-54-01

The Veterans Advisory Board will meet on Thursday, September 2, 2021, at 3:30 p.m., at the Veteran Services Office, 7209 S. George Blvd., Sebring

County offices will be closed on Monday, September 6, 2021, in observance of the Labor Day holiday

5 CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:

6 RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:

6.A *Children's Services Council quarterly update to the Board of County Commissioners*
Sarah Beth Rogers, Children's Advocacy Center Manager
There is no fiscal impact.
CSC BOCC Presentation July 2021 3.pdf

6.B *Fallen Firefighters Foundation Stair Climb and 9-11 Memorial Presentation.*
Marc Bashoor, Public Safety Director
Billy Kingston, Battalion Chief
There is no Fiscal impact.

6.C *Lifesaver Award*
Marc Bashoor, Public Safety Director
No fiscal impact

6.D *Presentation of the Interim Financial Report of Key Operating Performance Measures for the 3rd Quarter of Fiscal Year 2021, as of June 30, 2021*
Clerk of Court's Senior Accountant Jackie Gabrus
Board Quarterly Financial Report Q3 2021 Updated 8.10.2021.pdf

7 PUBLIC COMMENT

8 CONSENT AGENDA

8.A *Request approval of FY 21/22 Hazards Analysis Grant agreement.*
Latosha Reiss - Emergency Management, Manager
The fiscal impact is an increase to Fund 005 (General) and the overall budget in t he amount of $1,859.05.
2021-22_Highlands_County_T0146_HA_Grant_Agreement.pdf

8.B *Approval of agreement between Highlands County and T-Mobile for tower equipment upgrades.*
LaTosha Reiss, Emergency Management Manager

No fiscal impact
A2N3006A - Consent Letter - T-Mobile Modifications.pdf
A2N3006A_PCD_RevA_05.14.2021.pdf
irish tower.pdf

8.C *Request approval of the 2021-2022 Emergency Management Performance Grant (EMPG-ARPA) American Rescue Plan Act*
LaTosha Reiss, Emergency Management Manager
The fiscal impact will be an increase to Fund 005 (General) in the amount of $13,926.00 used to supplement cost center 3991 (Local Emergency Mgmt).
FY 2021-2022 ARPA Highlands County G0252.pdf

8.D *Request approval of the Motosurf Continental Cup of America - Florida Sports Foundation Grant Agreement between the Florida Sports Foundation Board of Directors and the Highlands County Board of County Commissioners for and on behalf of the Tourist Development FY 20-21.*
Casey Hartt, Lead Marketing Consultant
The fiscal impact will be an estimated increase to Fund 152 (Tourist Development Trust) in the amount of $953 and will be appropriated to cost center 5305 (Marketing & Promotions).
FSF_Grant_Contract_-_Motosurf_Continental_Cup.pdf

8.E *Request approval of a renewal quotation for the purposes of executing a purchase order with Environmental Systems Research Institute Inc. (ESRI) for Geographic Information Systems (GIS) Software for FY 21-22.*
Clinton Howerton, Jr., P.E., County Engineer
The estimated total fiscal impact is $57,750.00. The funding for the ELA will come from funds budgeted in the FY 21-22 budgets within various Departments that utilize ESRI GIS software.
Esri_Quotation_26030737.PDF

8.F *Approval of agreement between Highlands County and Verizon for tower equipment upgrades.*
LaTosha Reiss, Emergency Management Manager
No fiscal impact
Avon Park - Consent Letter.pdf
188648 - Avon Park Correctional Tower - Prelim CD Rev A_053121.pdf
verizon.pdf

8.G *Request approval of Budget Amendment 20-21-120 and associated Resolution to set up Project 20064, a subcontract between Florida's Network of children's Advocacy Centers and Highlands County Board of County Commissioners.*
Sarah Beth Rogers, Children's Advocacy Center Manager
The Fiscal Impact will be an increase to the General Fund (005), Cost Center 3995 (Children's Advocacy Center) in the amount of $63,190.64.
20-21-120 Project 20064 FNCAC 21-22 (BA).pdf
20-21-120R Project 20064 FNCAC 21-22.pdf

8.H *Request approval of Budget Amendment 20-21-122 and accompanying Resolution for realigning funds in the amount of $105,000.00 for upgrades to seven Road and Bridge facilities.*

Jonathan Harrison, Road & Bridge Director
The fiscal impact is an increase to Fund 151 (Infrastructure Surtax) and the overall budget in the amount of $34,759.85. This budget amendment is closing out Project #19026 - Admin Office Space Remodel and removing available balance from Project 20006 - R&B Equipment in the amounts of $55,773.45 and $14,466.70, respectively in addition to bringing Fund Balance forward for a total funding of $105,000 into Project #20065 - R&B Security Workstation Funds.
20-21-122 Proj 20065 R&B Security Workstations (BA).pdf
20-21-122R Proj 20065 Bal from 19026 & 20006 & 151 FB.pdf

8.I *Request approval of the 2021-2022 Emergency Management Preparedness and Assistance Grant (EMPA) and Emergency Management Performance Grant (EMPG) agreements.*
LaTosha Reiss, Emergency Management Manager
The fiscal impact will be an increase to Fund 005 (General) in the amount of $165,609.00; $105,806.00 from the EMPA grant and $59,803.00 from the EMPG grant and is used to supplement cost center 3991 (Local Emergency Mgmt).
FY_2021-2022_EMPA_Highlands_County_A0186.pdf
FY_2021-2022_EMPG_Highlands_County_Agreement_G0271.pdf

8.J *Request Approval for Budget Amendment 20-21-123 and Associated Resolution for Project 20066*
Jeff King, Economic Development Manager
Leah Sauls, Development Services Director
The Fiscal Impact will be an increase to the General Fund and Overall Budget in the amount of $10,000.
20-21-123 Proj 20066 Economic Dev Mktg Campaign (BA).pdf
20-21-123R Project 20066 Econom Dev Marketing Campaign.pdf

8.K *Road & Bridge employment position change*
Jonathan Harrison, Road & Bridge Director
No fiscal impact
Finish Equipment Operator (Grader) (0915).pdf

8.L *Request to approve Budget Amendment 20-21-125 and Resolution to appropriate funds in the amount of $165,389 to Project 19059 EMPA/EMPG Base Grants*
LaTosha Reiss, Emergency Management Manager
There is no fiscal impact to Fund 005 (General) or the overall budget as the grant was anticipated and set up through the Budget process. This budget amendment is moving the funding into Project 19059.
20-21-125 Project 19059 EMPA-EMPG Base Grant (BA).pdf
20-21-125R Proj 19059 EMPA-EMPG Base Grant (Resolution).pdf

8.M *Request approval to appoint Kenneth Kirk and Arthur R. Bousquet as voting members of The Highlands County Veteran Services Advisory Board.*
Ingra Gardner, MA
Director, Community Programs
There is no fiscal impact.
ByLaws20210713.pdf

8.N *Request approval of Budget Amendment 20-21-127 and Resolution to roll forward and*

setup funding within the Special LawEnforcement Trust Fund for the Sheriff.
Paul Blackman, Sheriff
The fiscal impact is an increase to Fund 170 (Special Law Enforcement Trust) and the overall budget is increasing for FY 20/21. This budget amendment is appropriating all available funds as of 10/1/2020 in the Special Law Enforcement Trust Fund in the amount of $221,969.38 and will be budgeted in cost centers 3106 (Confiscated Prop-Federal) and 3107 (Confiscated Prop-State) in the amounts of $126,423.04 and $95,546.34, respectively.
20-21-127 Sheriff Confiscated Properties (BA).pdf
20-21-127R Sheriff Confiscated Properties (Resolution).pdf

8.O *Request approval to expend funds from the Special LawEnforcement Trust Fund.*
Paul Blackman, Sheriff
There is no fiscal impact to Fund 170 (Special Law Enforcement Trust) or the overall budget.
Fund_170_RqstExpFunds.doc
20-21-127 Sheriff Confiscated Properties (BA).pdf
20-21-127R Sheriff Confiscated Properties (Resolution).pdf

9 PUBLIC HEARING

9.A *Public hearing to consider adoption of Small Scale Comprehensive Plan Future Land Use Amendment CPA-21-584SS, for an approximate 4.21-acre portion of an approximate 9.21-acre parcel, from Agriculture (AG) to Commercial (C).*
Sandra S. Vázquez, Planner I
There is no fiscal impact.
Staff Report CPA-21-584SS for Guerrero & Sanchez.pdf
Application CPA-21-584SS for Guerrero & Sanchez.pdf

9.B *Public hearing to consider adoption of P&Z Hearing No. 2074, changing the Official Zoning Atlas for approximately 9.21 acres from Agricultural District (AU) and Business with a Conditional Use District (B-3 CU) to Business District (B-3).*
Sandra S. Vázquez, Planner I
There is no fiscal impact.
Staff Report P&Z 2074 Guerrero & Sanchez.pdf
Application P&Z 2074 Guerrero & Sanchez.pdf

9.C *Public hearing to consider adoption of Small Scale Comprehensive Plan Future Land Use Amendment CPA-21-589SS, for an approximate 4.44-acre parcel, from Agriculture (AG) to Industrial (I).*
Sandra S. Vázquez, Planner I
There is no fiscal impact.
Staff Report CPA-21-589SS for C Elton Crews.pdf
Application CPA-21-589SS for C Elton Crews.pdf

9.D *Public hearing to consider adoption of P&Z Hearing No. 2081, changing the Official Zoning Atlas for an approximate 4.44-acre parcel, from Agricultural District (AU) to Industrial District (I-2).*
Sandra S. Vázquez, Planner I
There is no fiscal impact.

Staff Report P&Z 2081 for C Elton Crews.pdf
Application P&Z 2081 for C Elton Crews.pdf

9.E *Proposed Ordinance amending Section 12.03.500, of the Highlands County Land Development Regulations, to include alternate members to the Historic Preservation Commission.*
Sandra S. Vázquez, Planner I
There is no fiscal impact.
Staff Report P&Z 2083 HPC Alternates.pdf
Ordinance P&Z 2083 HPC Alternates.pdf

9.F *Proposed Ordinance amending Sections 12.05.309, Setback Requirements for Certain Functional Classifications of Roadways, and 12.09.104, Roadway Design Standards, of Chapter 12 (also known as the Highlands County Land Development Regulations) of the Code of Ordinance of Highlands County, Florida pertaining to setback and right-of-way dedication requirements.*
Melony Culpepper, Planning and Zoning Manager
There is no fiscal impact.
Staff Report P&Z 2069 - Setback and ROW Requirements LDR Amendment BCC.pdf
Ordinance amending Chapter 12 Setbacks for certain roadways.pdf

10 ACTION AGENDA

10.A *Request approval to concur with the Florida Department of Health's appointment of Shane Lockwood, MHP as the Administrator of the Florida Department of Health in Highlands County.*
Randy Vosburg, County Administrator
No fiscal impact
Shane Lockwood DOH.pdf
Lockwood_Shane.pdf

10.B *Request approval to submit a letter of support of the Historic Preservation Commission's recommendation to request the City of Sebring preserve and evaluate both the Clovelly House and Weigle House for historic designation*
Sandra S. Vázquez, Planner I
There is no fiscal impact.
Historic Designation-Sebring

10.C *Consideration of a proposal from the Sebring Pickleball Club to construct eight pickleball courts at the Highlands County Sports Complex.*
Richard Fleeger, Parks & Facilities Superintendent
Possible fiscal impact of $40,000. Funding sources can be explored if approved.
Sebring Pickleball Club Proposal 07.20.2021.pdf
Sports Complex Plan.pdf
2020 Sports Complex.JPG

10.D *A Resolution of the Board of County Commissioners of Highlands County, Florida, Pertaining to County Maintained Invasive Plant Management Assets; Providing for Legislative Findings and Intent; Providing for Approval of Counting Maintained Roadways; 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.
Jonathan Harrison, Road & Bridge Director
Chris Mayhew, Invasive Plant Management Supervisor
There is no additional fiscal impact. The operating budget of the Invasive Plant Management Department (Cost Center 6304) covers maintenance activities associated with these assets.
Resolution - County Maintained Invasive Plant Assets.pdf
FINAL Revised IP Asset List - 8.9.2021(2).pdf

10.E *Request to hear the appeal of "habitual violator" status of Waste Connections pursuant to Section 13.4 of the Solid Waste Franchise Agreement between Waste Connections and Highlands County or consider a Solid Waste Franchise Agreement amendment.*
Randy Vosburg, County Administrator
Sherry Sutphen, County Attorney
Clinton Howerton, Jr., P.E., County Engineer
No Fiscal Impact.
AMENDMENT TO FRANCHISE CONTRACT FOR SOLID WASTE AND RECYCLABLE MATERIALS.draft.080321.pdf

10.F *Presentation to consider the Proposed Budget for FY 21/22.*

Randy Vosburg, County Administrator
David Nitz, OMB Manager
The fiscal impact for the Proposed Budget is the current budget amount of all funds totaling $157,374,201.
Proposed 21-22 Budget Presentation - 8-17-21.pdf

10.G *Request approval to move forward with the sale of 574 County owned surplus properties and provide the Chair the authority to execute the Sale and Purchase Agreements and Deeds.*
Brandon Gunn, Purchasing Agent
Tanya Cannady, CPA, CDM, Business Services Director
The fiscal impact is revenue totaling $3,443,725.96 to the General Fund from sale of the properties and the properties will be back on the Tax Roll.
Notice of Intent.pdf

10.H *Request approval of Budget Amendment 20-21-124 to provide funding for PEMT annual contribution.*
David Nitz, OMB Manager
There is no fiscal impact to Fund 005 (General) or the overall budget as this budget amendment is transferring $121,090 from cost center 9990 (Budget Expenditure AC/005), account 59900 (Reserve for Contingency) to cost center 5105 (Ambulance Service 005), account 53400 (Contractual Services).
20-21-124 PEMT Fee.pdf
20-21-124 PEMT Fee (Reserve).pdf
20-21-124 PEMT Year 3 MCO Projections.pdf

10.I *Request approval of Budget Amendment 20-21-126 and Resolution to appropriate additional revenue received by the Sheriff's office.*
Paul Blackman, Sheriff

The fiscal impact is an increase to Fund 005 (General) and the overall budget in the amount of $764,389.00. This budget amendment is recording the additional revenue in account 3421000 (Law Enforcement Services) and appropriating said funds in cost center 3101 (Sheriff-005), account 51001 (Personal Services Elected Official) and 56001 (Capital Outlay Elected Official) in the amounts of $623,258.50 and $141,130.50, respectively.

20-21-126 Sheriff Add'l Revenue (BA).pdf

20-21-126R Sheriff Add'l Revenue (Resolution).pdf

10.J *Request approval of Property, Crime, Automobile, General Liability, Miscellaneous Liability, Watercraft, and Workers' Compensation insurance FY2021/2022 to Public Risk Insurance Advisors (PRIA) Agent of Record for Preferred Governmental Insurance Trust (Preferred). In response to request for proposal 21-012.*
Sherri L. Bennett, Risk Management Coordinator
The Fiscal Impact is a savings of $366,856 from the previous year. Total premium for FY 21/22 is $1,521,500.

Signature Pages Agenda 8-17-2021.pdf

RFP 21-012 Recommended Award signed.pdf

11 COUNTY ADMINISTRATOR AND LEGAL

11.A *County Attorney Status Report*
Sherry G. Sutphen, County Attorney

COUNTY ATTORNEY LOG 2.pdf

11.B *Commissioner's Priorities and the Project Status Report*
Randy Vosburg, County Administrator
No Fiscal Impact.

Status - Project Updates (FINAL) 8.17.2021.pdf

Status - Commissioner's Priorities (FINAL) 8.17.2021.pdf

12 COMMISSIONERS

13 INFORMATIONAL

13.A *Board payables from August 17, through September 6, 2021*

13.B *Annual Fire Protection Assessment, Resolution No. 20-21-132.*
Sherry G. Sutphen, County Attorney

RES #20-21-132.pdf

13.C *Annual Solid Waste Assessment, Resolution No. 20-21-131.*
Sherry G. Sutphen, County Attorney

RES #20-21-131.pdf

14 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: August 17, 2021

PRESENTER:	**Sarah Beth Rogers, Children's Advocacy Center Manager**
SUBJECT/TITLE:	**Children's Services Council quarterly update to the Board of County Commissioners**

STATEMENT OF ISSUE

The Children's Services Council (CSC) has been hard at work reconciling gaps in services for children and families within Highlands County. Today you will hear about pediatric specialty services needed in Highlands County, as well as the need for foster families. Recently, CSC formed a Hope for Highlands Task Force that will be housed with the Champion for Children Foundation.

FISCAL IMPACT

There is no fiscal impact.

Attachments: CSC BOCC Presentation July 2021 3.pdf

Highlands County
Children's Services Council
July 2021

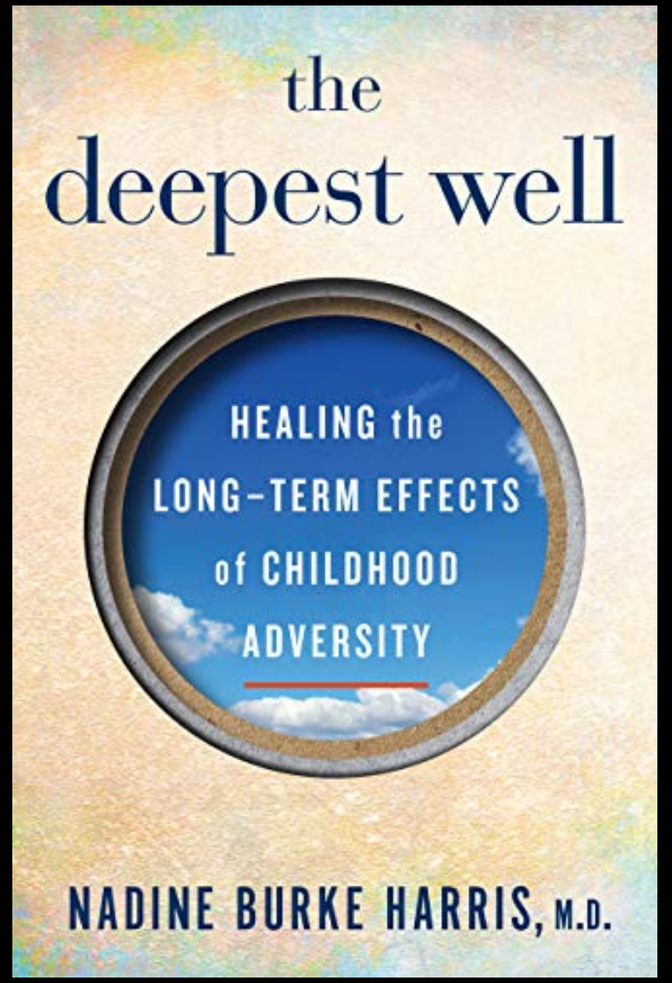


Mission of the CSC:

Identify and advocate for children's needs, recognize gaps in services, and design ways to improve coordination and communication throughout Highlands County to improve the lives of our children and families.






the
deepest well
HEALING the
LONG-TERM EFFECTS
of CHILDHOOD
ADVERSITY
NADINE BURKE HARRIS, M.D.

Trauma and Adverse Childhood Experiences

"Trauma isn't what happens to you. It's what happens **inside** you as a result of what happens to you."
- Dr. Gabor Maté



Effects of Trauma Within our Community

- Addiction
- Physical Aggression
- Domestic Violence
- Child Abuse
- Poor Education Outcomes
- Depression
- Divorce
- Respiratory Issues
- Heart Disease
- Obesity
- Diabetes
- Cancer
- Auto-Immune Disease
- Suicide

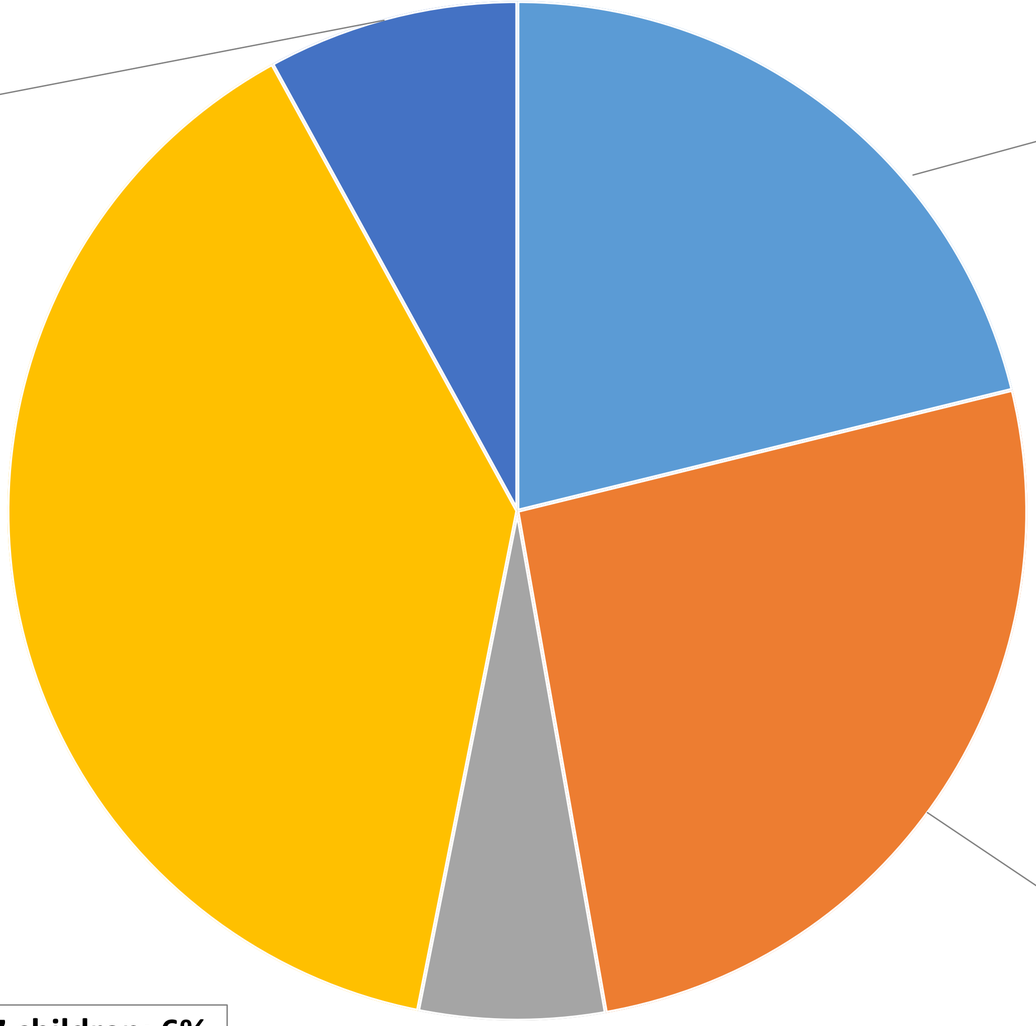
The body keeps the score.

Foster Homes Needed in Highlands County

Data as of 5/31/21

- There are **2231** children/teens in our local child welfare system Circuit 10 (Polk, Hardee and Highlands Counties)
- Of that number, **1356** children/teens in Polk, Highlands and Hardee counties are in out-of-home care
- Of that number, **288** children/teens from **Highlands County** are in out-of-home care

Children in Out-of-Home Care by Placement Type
Count and Percentage of Primary Children in Highlands County, as of May 2021



<u>23 children</u>; 8%
Residential Group Care

<u>61 children</u>; 21%
Foster Home Level 1

<u>112 children</u>; 39%
Relative - Non-Relative

<u>75 children</u>; 26%
Foster Home Level 2-5

<u>17 children</u>; 6%
Other Placement Types

Foster Homes Needed in Highlands County

Data as of 5/31/21

- There are 75 children/teens from Highlands County in traditional foster homes (Level 2-5).
- We currently have **only 14 foster homes** (Level 2-5**)** in Highlands County with a total of 27 beds.
- Of that number, 4 are in Lake Placid, 5 are in Sebring and 5 are in Avon Park

Foster Homes Needed in Highlands County

Data as of 5/31/21

Teens/Special Needs

- Due to the fear people have about teens, Highlands County only has **4** foster homes that accept kids over age 12, totaling **10** beds.
- We currently have **23** pre-teens/ teens from Highlands County placed in residential group care beds.

Sibling Groups

- We currently have **20** sibling groups in Highlands County where all siblings are not placed together.
- Our percentage of siblings from Highlands County who are placed together is **72%**, above the state target of 65%
- We still need more homes to step forward to take siblings so they don't have to be separated among different homes.

RECRUITMENT & SUPPORT
for Foster Families in Highlands County

Our greatest need is for quality foster homes for teens, siblings, and children with special needs.
Heartland for Children tries to recruit in places where parents gather.

Recruitment Efforts

- Social Media: Facebook, Instagram, Twitter, LinkedIn, Pinterest, YouTube and Vimeo
- Tony Dungy's All Pro Dad with Family First
- Radio Stations such as JoyFM
- Heartland Living Magazine
- Highlands Sun Newspaper
- Community Presentations
- Public Libraries
- Billboard Campaigns
- TV Commercials
- Heartland for Children website - new landing page
- Recruitment bags in elementary, middle, high schools and day cares
- Sponsorships for little league teams
- Direct Mail Campaigns

Supports for Foster Homes

- Support Groups for Caregivers
- TBRI Practitioners
- On-Going Training for Caregivers
- Assigned Relicensing Counselor
- Counseling Support for Grief & Loss
- Respite
- Childcare Vouchers
- In-Home and Virtual Counseling Options for Children
- Assistance with Extracurricular Activities for Kids
- Foster Parent Advisory Committee
- Care Portal/111 Project
- Lobo Ministries
- ECHO Ministries

CSC is committed to making a difference

- Pediatric Specialties Task Force
- Hope for Highlands

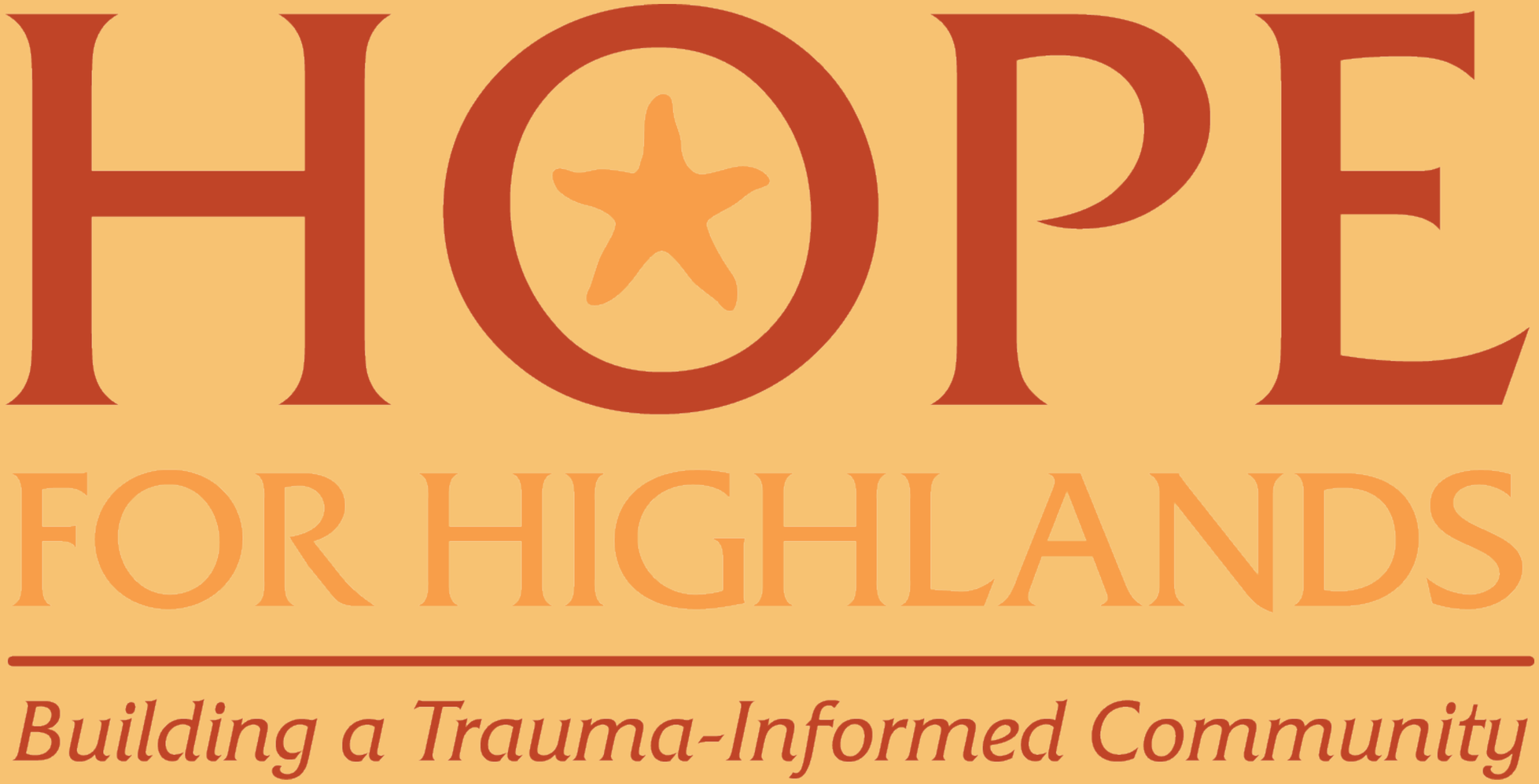


Pediatric Specialties Task Force

- Determining what's missing in HC for children (cardiac, orthopedics, etc.)
- Identified dental - LP services started in February but are ending in August - WHY?
- Dr. Raghuveera from Caladium Pediatrics - bringing providers to the table



There is HOPE!









There is HOPE!



Join us August 25th Hope for Highlands Kick-off Event

Be an ambassador for what it means to be a trauma-informed community

Encourage trauma training for county employees



For our Hope for Highlands Kick-Off Event!

What is Hope for Highlands?

Hope for Highlands is a Champion for Children Foundation community initiative with the mission of building a trauma-informed community, based on shared values and goals through a community-based system of care, implementing trauma awareness, understanding, prevention, and healing. Our vision is for our county to be a safe and resilient community, built on acceptance and healing, that surrounds, supports, and protects children and adults from trauma/re-traumatization and its adverse effects.

At this event, we will present our Hope for Highlands community plan of action that our community task force members have developed. Find out how you and your organization, church, or business can get involved and make a difference in our Highlands County.

We are also combining this event with the Highlands County Provider Symposium!

Vendor tables will be available for local organizations to share their information, programs and services.

Date: Wednesday, August 25th

Time: 9 AM to 12 PM

Held at: Circle Theatre, 202 Circle Park Drive, Sebring, FL

Purpose: Held for the benefit of Children, Adults and Families in Highlands County.

Cost: FREE

Schedule:

- **9 AM – 10 AM:** Connect with local organizations and their services
- **10 AM – 11 AM:** Speakers will share about Hope for Highlands and the opportunities for community members to be part of creating a positive social change
- **11 AM – 12 PM:** Connect with local organizations and their services

Please contact Anna Richard, Director for Children's Services, at arichardccf@gmail.com to sign up for a free vendor table.

CHAMPION FOR CHILDREN FOUNDATION OF HIGHLANDS COUNTY, FLORIDA — OUR CHILDREN OUR FUTURE

SELAMTA FAMILY PROJECT

HOPE FOR HIGHLANDS — Building a Trauma-Informed Community

Heartland for Children

COUNTY OF HIGHLANDS — 1921 — STATE OF FLORIDA

Current Trauma Trainings:

- Resilience film w/ attachment discussion
- Darkness to Light
- Trust-Based Relational Intervention (TBRI)
- Mental Health First-Aid
- Compassion Fatigue

I am Trauma-Informed • HIGHLANDS COUNTY, FLORIDA •

HOPE FOR HIGHLANDS
Building a Trauma-Informed Community

Hope for Highlands Endorsed Community Trainings

- **Intro to Hope for Highlands; Trauma Presentation and Information Sharing**

30 minutes

Would you like to know more about Hope for Highlands and learn what you can do to get yourself and your team, organization or business, trauma-informed? Would you like to be part of building a trauma-informed community in Highlands County? This presentation will inform you about the basics of trauma, what Hope for Highlands is, and what the next steps are to get yourself and your team involved and take part of our mission of building a trauma-informed community right here in Highlands County. Our vision is for our county to be a safe and resilient community, built on acceptance and healing, that surrounds, supports, and protects children and adults from trauma/re-traumatization and its adverse effects. If you want to gain insight and awareness of trauma, learn how it affects our community members and our community itself, and get ideas on how to be part of creating a much-needed positive social change, then this is the perfect presentation to start the journey of becoming trauma-informed.

Contact Anna Richard at 863-382-2905 or arichardccf@gmail.com for more info and to schedule a presentation.
Cost: FREE

- **Darkness to Light**

2 hours 30 minutes

Darkness to Light specializes in the education and prevention of child sexual abuse, other forms of abuse, and mandated reporting. Stewards of Children®, teaches adults how to prevent, recognize, and react responsibly to child sexual abuse. Stewards of Children® uses real people and real stories to show you how to protect children. The framework of the training is built off the foundation of the 5 Steps to Protecting Children™. You'll meet survivors who lived through child sexual abuse, experienced its immediate and long-term effects, and ultimately were able to find healing. You'll meet experts who work with children and families, and confront abuse on a daily basis. Many of these survivors and experts are also parents themselves.

Contact the Mercedes McNew at 863-402-6860 or mmcnew@highlandsfl.gov for more info and to schedule a training.
Cost: FREE

Champion for Children Foundation • PO Box 7125, Sebring, FL 33872 • 863.382.2905 • Email: arichardccf@gmail.com
Non-Profit 501 (c) 3: • Federal ID # 65-0444941 • Charitable Organization Florida Registration Number CH6601

Highlands County
Children's Services Council
July 2021



HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 17, 2021

PRESENTER: **Marc Bashoor, Public Safety Director**
Billy Kingston, Battalion Chief

SUBJECT/TITLE: **Fallen Firefighters Foundation Stair Climb and 9-11 Memorial Presentation.**

STATEMENT OF ISSUE

This year marks the 20th anniversary of the 9/11 terrorist attacks. The 9/11 Memorial Stair Climb and Walk is a way to honor and remember the FDNY firefighters, police, and EMS who lost their lives on 9-11-2001. Each participant pays an entry fee to the NFFF, that ultimately pays tribute to an FDNY firefighter, police officer, or EMS by climbing or walking the equivalent of the 110 stories of the World Trade Center. Each tribute not only remembers the sacrifice of an FDNY brother, but symbolically completes their heroic journey to save others. With firefighter and community participation each of the 343 firefighters, 60 police officers, and 10 EMS can be honored and ensure we will never forget. The Stair Climbs fund the programs provided by the NFFF to support the families of your local fallen firefighters and the FDNY Counseling Services Unit. The stairclimb will take place beginning at approximately 7:30 am Saturday, September 11, 2021.

The West Sebring Volunteer Fire Dept was the recipient of a piece of steel from the World Trade Center, some years ago. Working with the County and the Fire & EMS Foundation, the WSVFD has re-energized the effort to sell inscribed bricks memorializing the events and the victims. The professionally designed memorial is being built adjacent to the Hammock Road fire station, adjacent to and accessible from the multi-use path. On the afternoon of September 11, 2021, the WSVFD and HCFR will host the memorial dedication.

RECOMMENDED ACTION

No action is required.

FISCAL IMPACT

There is no Fiscal impact.

Attachments:

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 17, 2021

PRESENTER: **Marc Bashoor, Public Safety Director**

SUBJECT/TITLE: **Lifesaver Award**

STATEMENT OF ISSUE

On July 23, 2021 a call was received pertaining to a single story structure fire. Upon arrival, Lt. Luis Rodriguez was met by multiple people stating there is a person trapped inside the home. At that time Lt. Rodriguez made entry and with extremely limited visibility and temperature around 270 degrees the victim was located in the prone position and unresponsive approximately 20 ft. from the front door. Lt Rodriguez conducted an emergency move and the victim was removed from the environment and placed on the stretcher were the patient was given immediate care by awaiting paramedics. Lt Rodriquez then returned to the home to assist his firefighter extinguishing the fire and searching the entire home.

RECOMMENDED ACTION

Lifesaver Award to Recipient

FISCAL IMPACT

No fiscal impact

Attachments:

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 17, 2021

PRESENTER: **Clerk of Court's Senior Accountant Jackie Gabrus**

SUBJECT/TITLE: **Presentation of the Interim Financial Report of Key Operating Performance Measures for the 3rd Quarter of Fiscal Year 2021, as of June 30, 2021**

RECOMMENDED ACTION

Move to accept into the record the Presentation of the Interim Financial Report of Key Operating Performance Measures for the 3rd Quarter of Fiscal Year 2021, as of June 30, 2021

Attachments: Board Quarterly Financial Report Q3 2021 Updated 8.10.2021.pdf

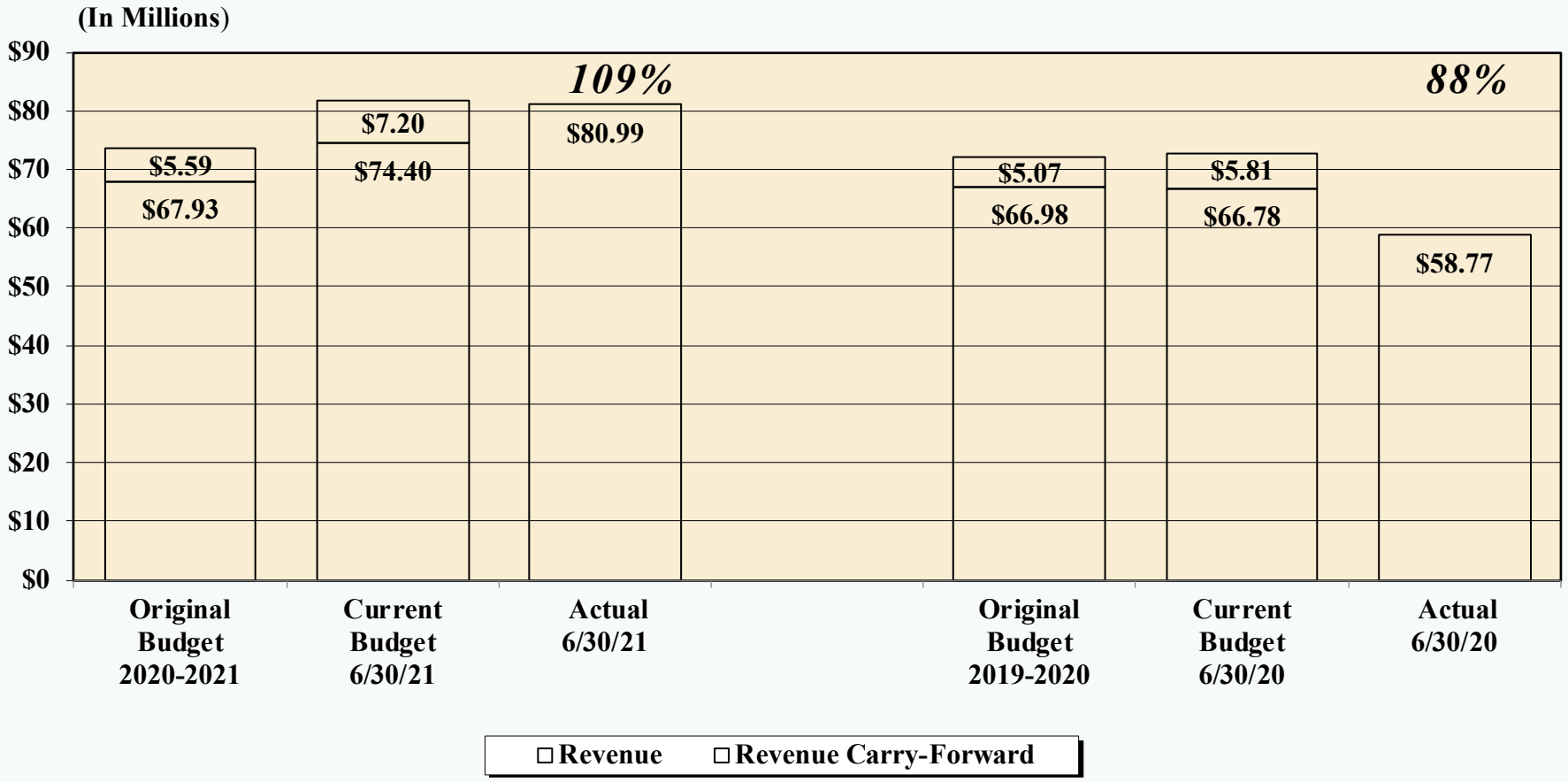
Highlands County Florida
Clerk of Courts

INTERIM FINANCIAL REPORT OF KEY OPERATING PERFORMANCE MEASURES AS OF June 30, 2021

(UNAUDITED)

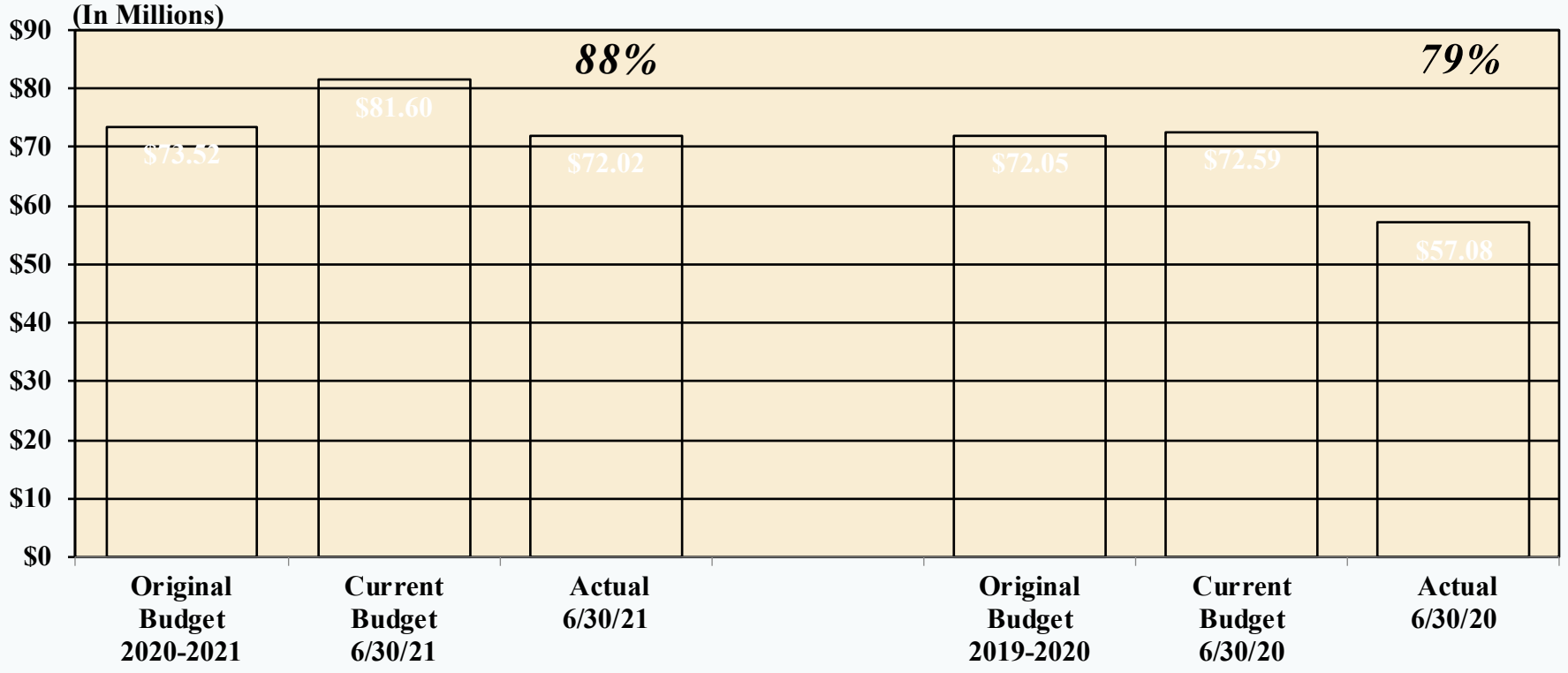
REVENUE – GENERAL FUND

BUDGET – TO – ACTUAL



EXPENDITURES – GENERAL FUND

BUDGET – TO – ACTUAL & ENCUMBRANCES

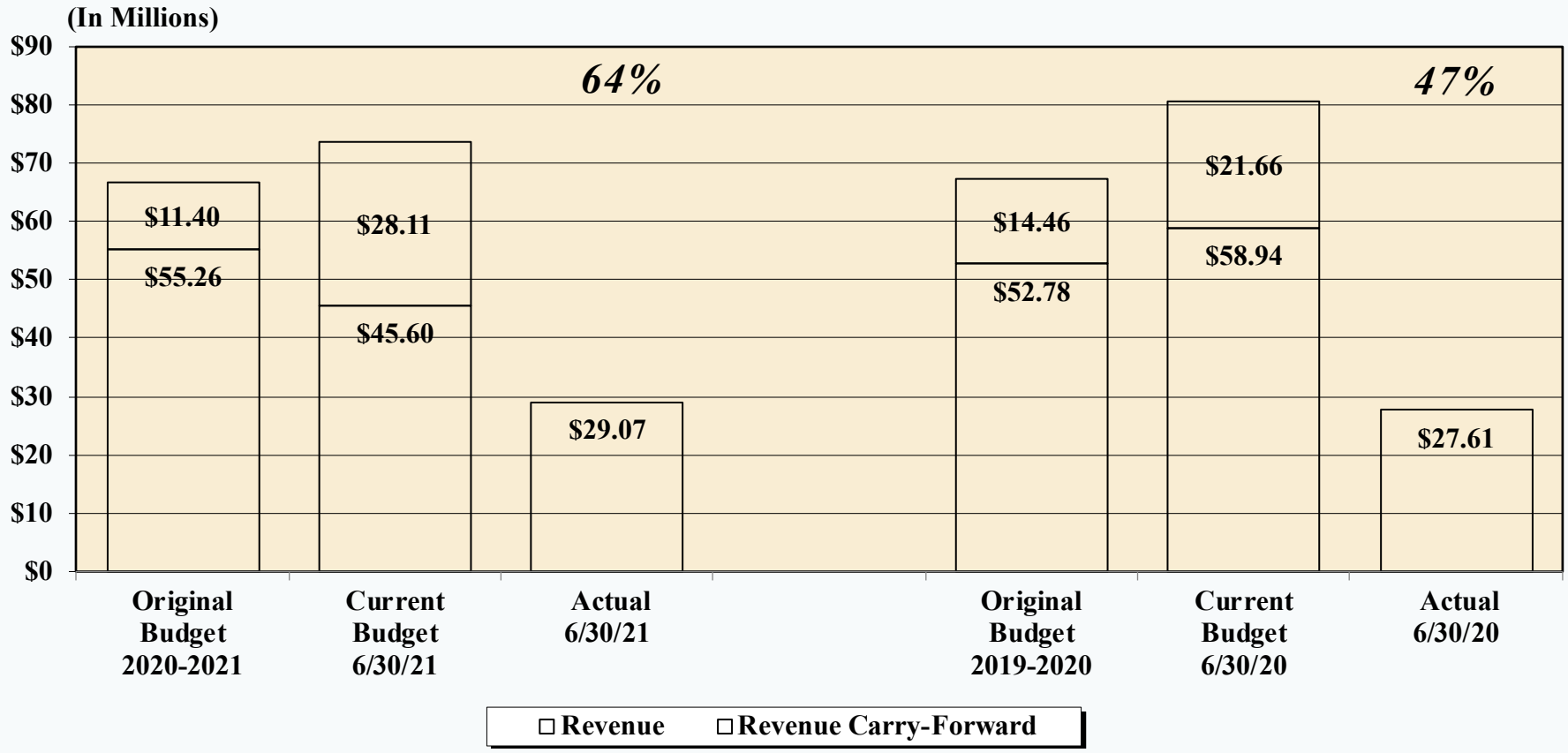


Actual Less Encumbrances / Current Year: 87%

Actual Less Encumbrances / Prior Year: 77%

REVENUE – SPECIAL REVENUE FUNDS

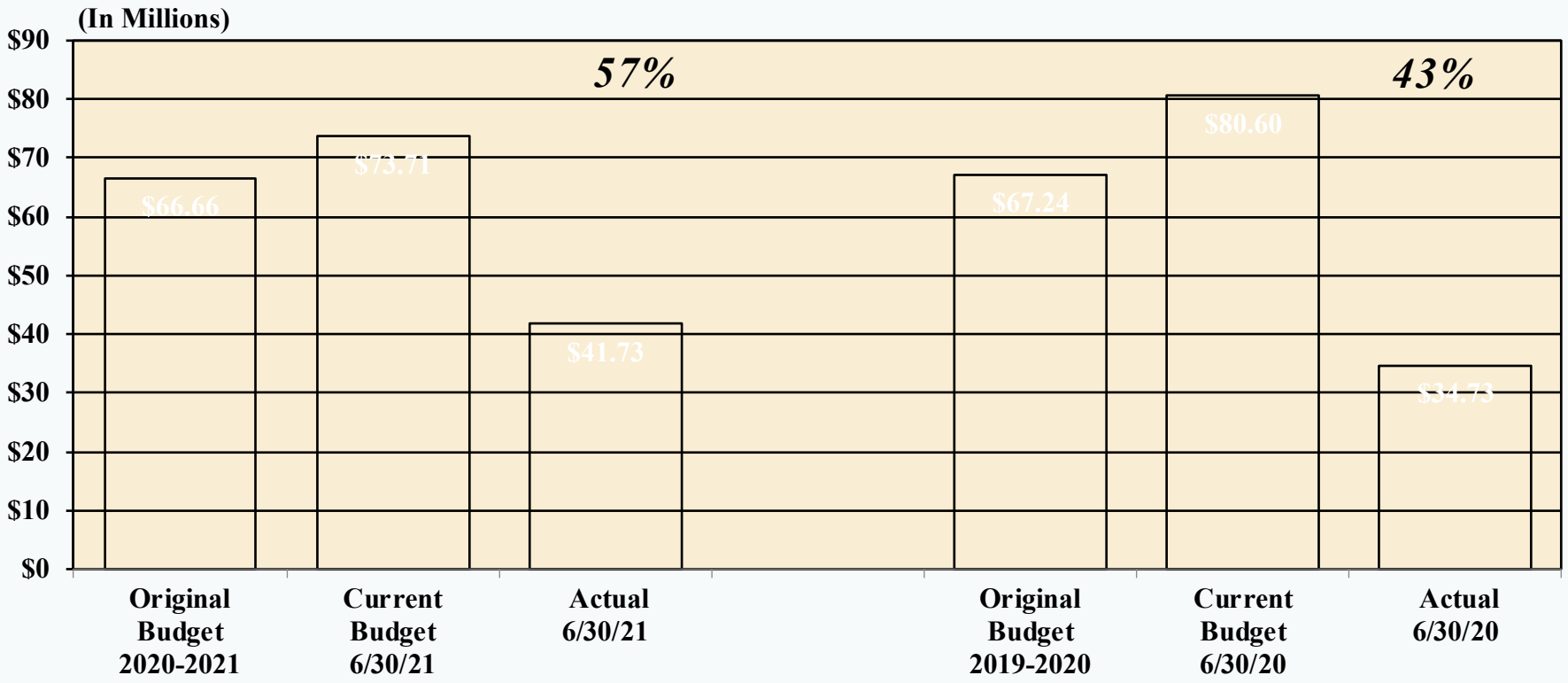
BUDGET – TO – ACTUAL



Note: State Revenue Sharing Funds lag 30 to 60 days

EXPENDITURES - SPECIAL REVENUE FUNDS

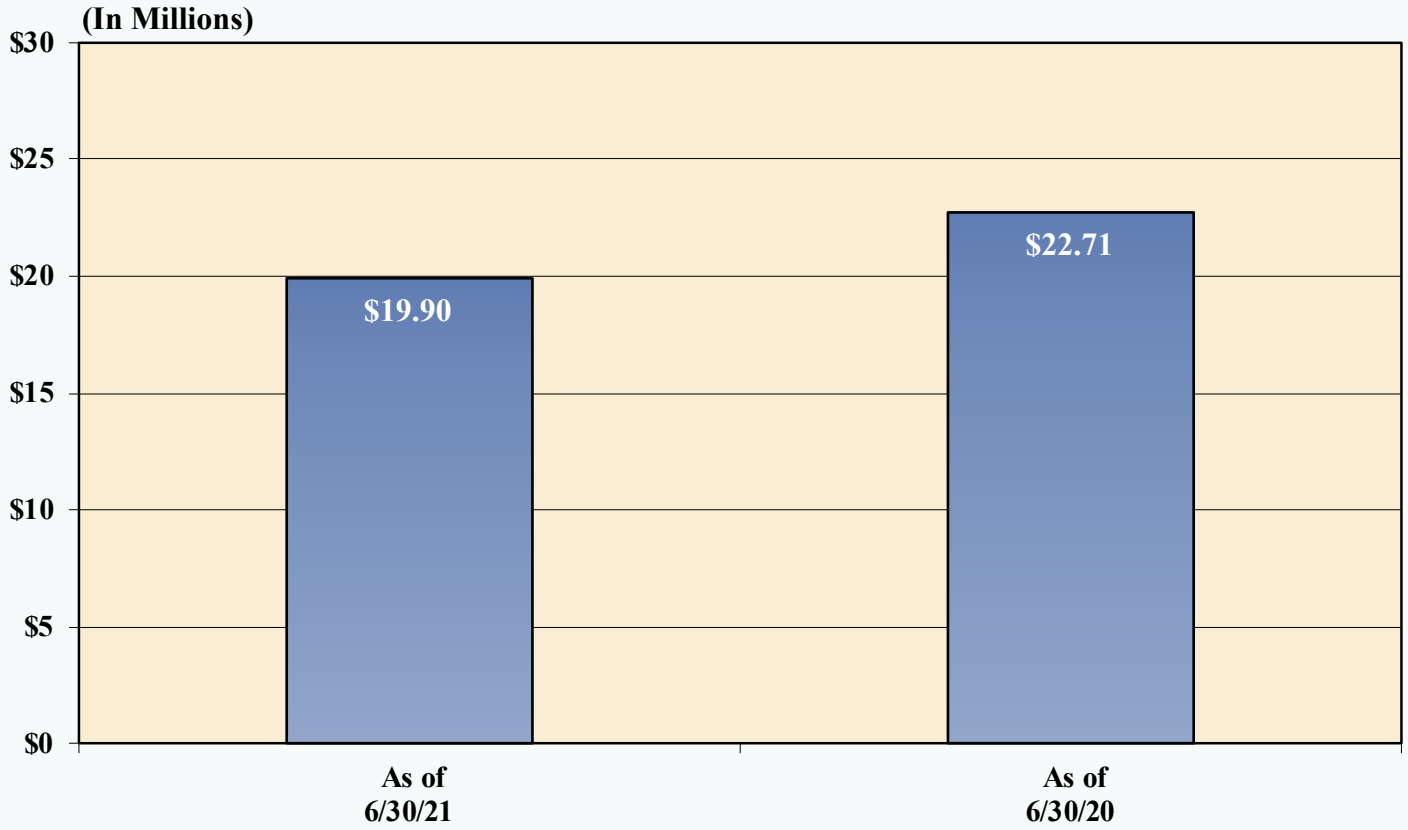
BUDGET – TO – ACTUAL & ENCUMBRANCES



Actual Less Encumbrances / Current Year: 40%

Actual Less Encumbrances / Prior Year: 36%

LONG-TERM DEBT
GOVERNMENTAL FUNDS

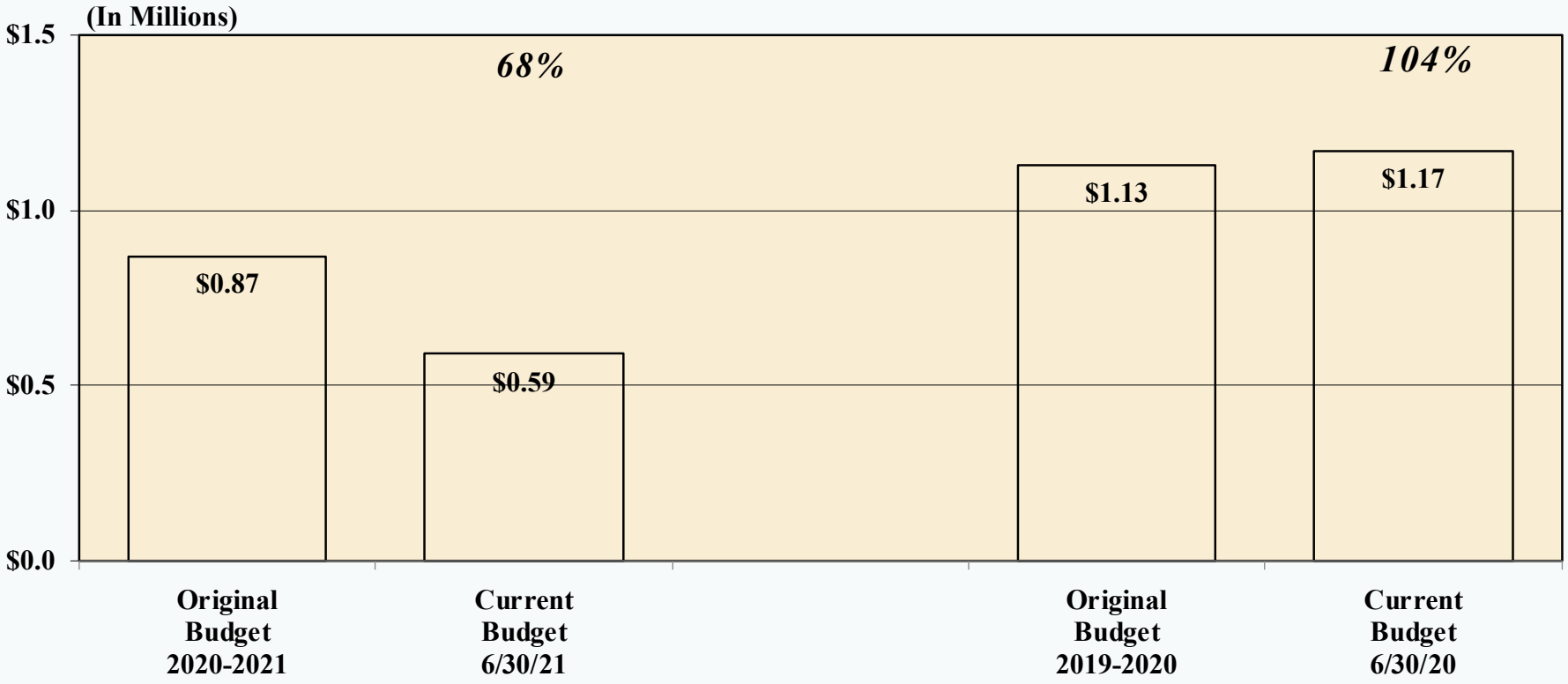


LONG-TERM DEBT
GOVERNMENTAL FUNDS

	Balance	Interest Rate	Final Payment	Holder of Note	
ISS Refunding Revenue Note, 2015 (Fund 151)	14,265,000.00	2.01%	November 1, 2025	Regions Capital Advantage, Inc.	Original Amount $23,600.000.00 Dated – May 7, 2015
EMS LifePak Equipment Purchase (Fund 005 and 151)	133,596.63	2.169%	June 1, 2022	Flex Financial	Original Amount $522,609.54 Dated – November 1, 2018
Public Improvement Revenue Note, Series 2019 (Fund 151)	5,500,000.00	2.08%	August 01, 2034	SunTrust	Original Amount $5,500,000.00 Dated – September 19, 2019

RESERVE FOR CONTINGENCY

BEGINNING BUDGET TO CURRENT BUDGET

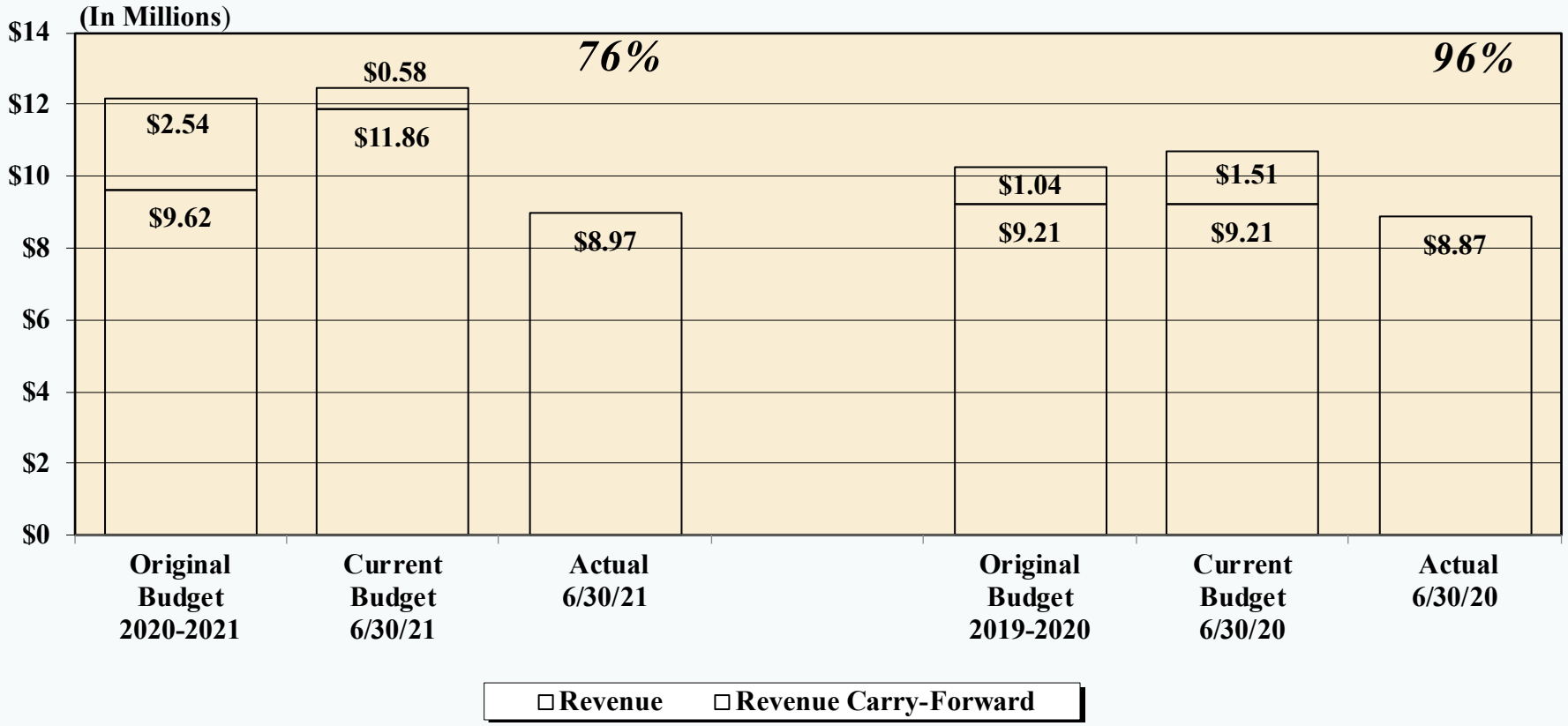


RESERVE FOR CONTINGENCY
CHANGES DURING FISCAL YEAR

Budget Amendment	Amount	Description	Date Approved
20-21-006	$ (41,405.00)	Adjust Property Appraisers Budget for Merit Pay, COLA, and State Changes	10/6/2020
20-21-007	(38,166.89)	Realign Budget for EMS New Ambulance Purchase	10/20/2020
20-21-040	(50,000.00)	Realign Budget for Countywide Clerk IT Expenditures	12/15/2020
20-21-043	12,925.59	Rollover Project Adjustments and Closures	1/5/2021
20-21-043	(50,000.00)	Rollover Project Adjustments and Closures	1/5/2021
20-21-059	(1,318.00)	Realign Budget for Electronic Code Collection Licenses	2/19/2021
20-21-056	(2,058.33)	Realign Budget for Ambulance Rechassis	3/2/2021
20-21-062	(9,881.36)	Realign Budget for (2) Playground Systems	4/6/2021
20-21-080	(71,621.61)	Realign Budget for (3) Building Department Trucks	5/4/2021
20-21-085	(19,500.00)	Realign Budget for Government Relations Services (Merchant McIntyre Associates)	6/1/2021
20-21-095	(5,000.00)	Realign Budget for Panther Parkway Trailhead Park Grant Application Services	6/15/2021

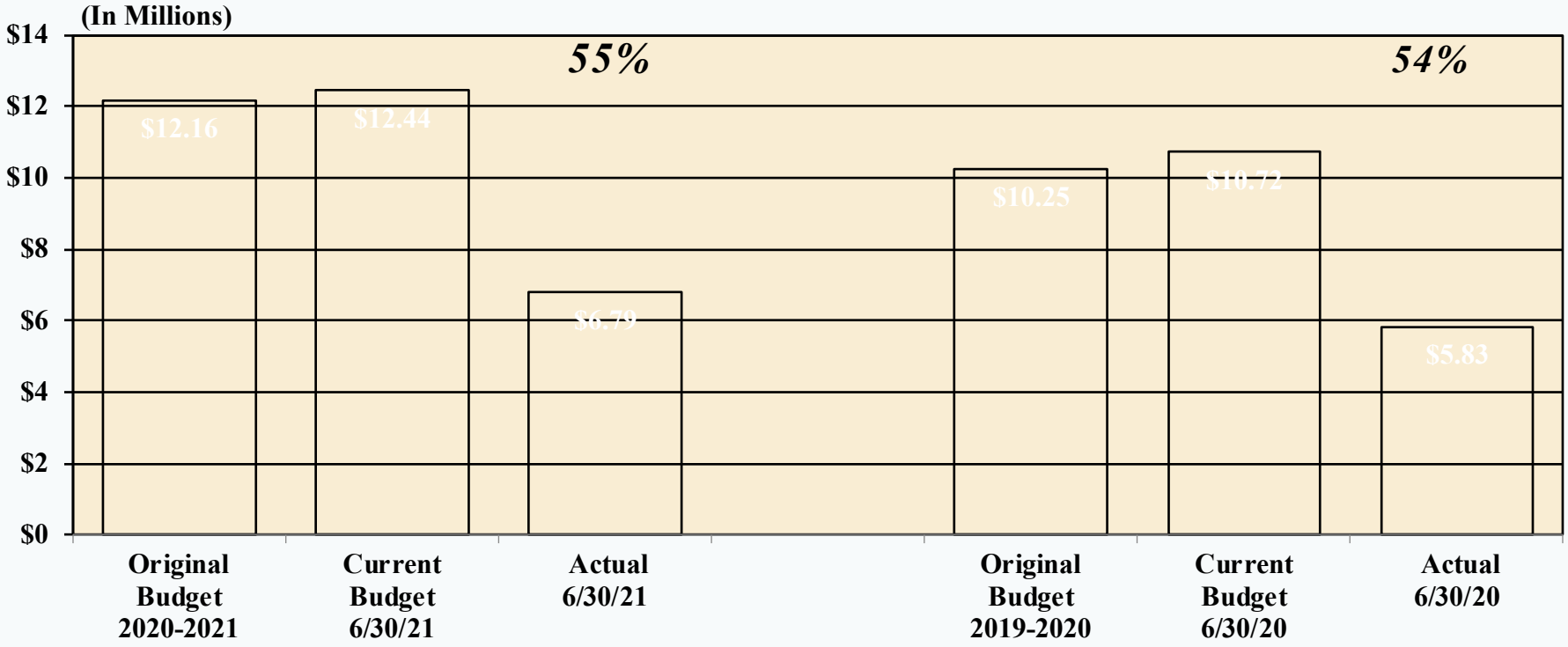
REVENUE – SOLID WASTE

BUDGET – TO – ACTUAL



EXPENSES – SOLID WASTE

BUDGET – TO – ACTUAL AND ENCUMBRANCES

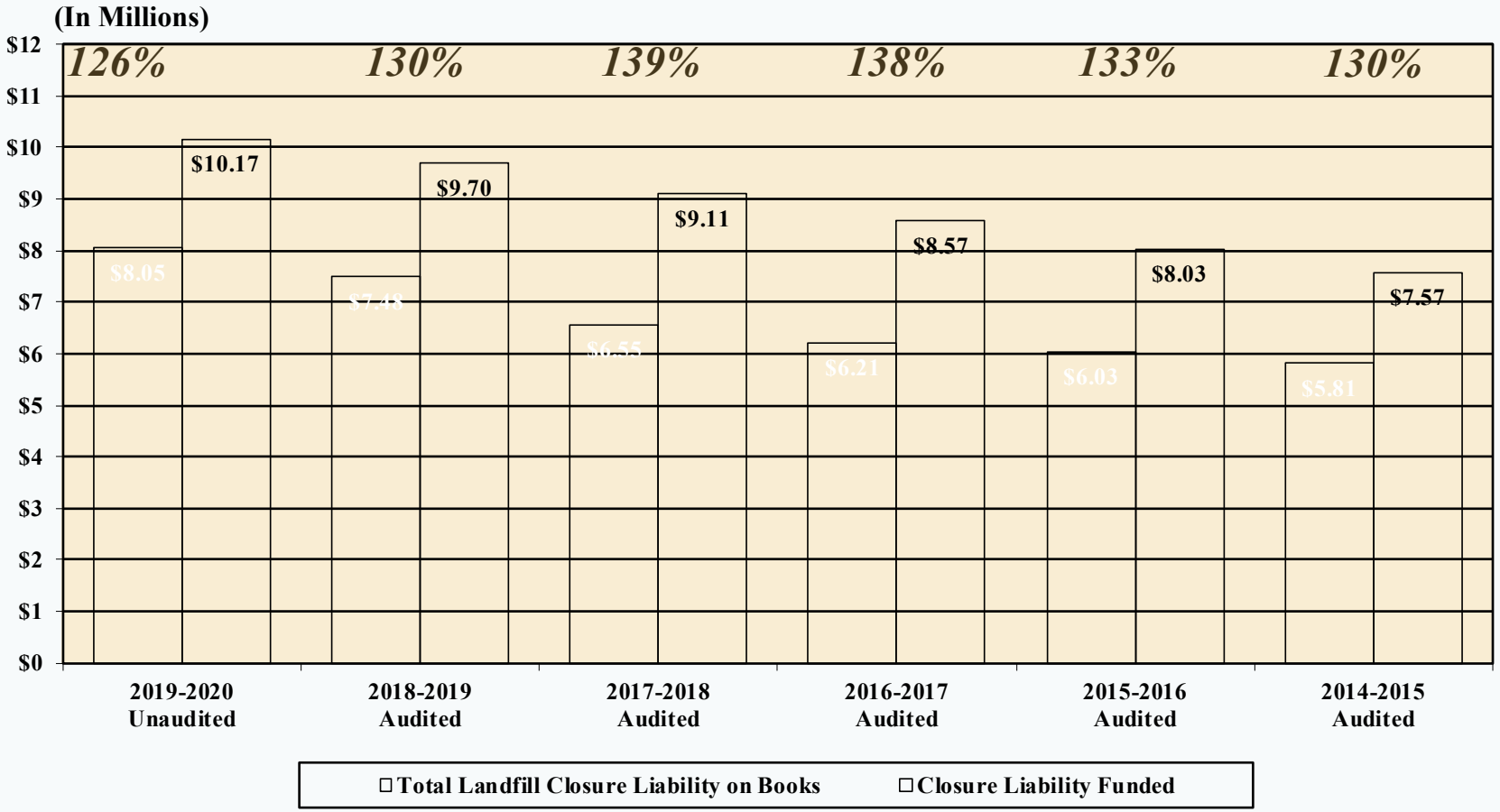


Actual Less Encumbrances / Current Year: 40%

Actual Less Encumbrances / Prior Year: 47%

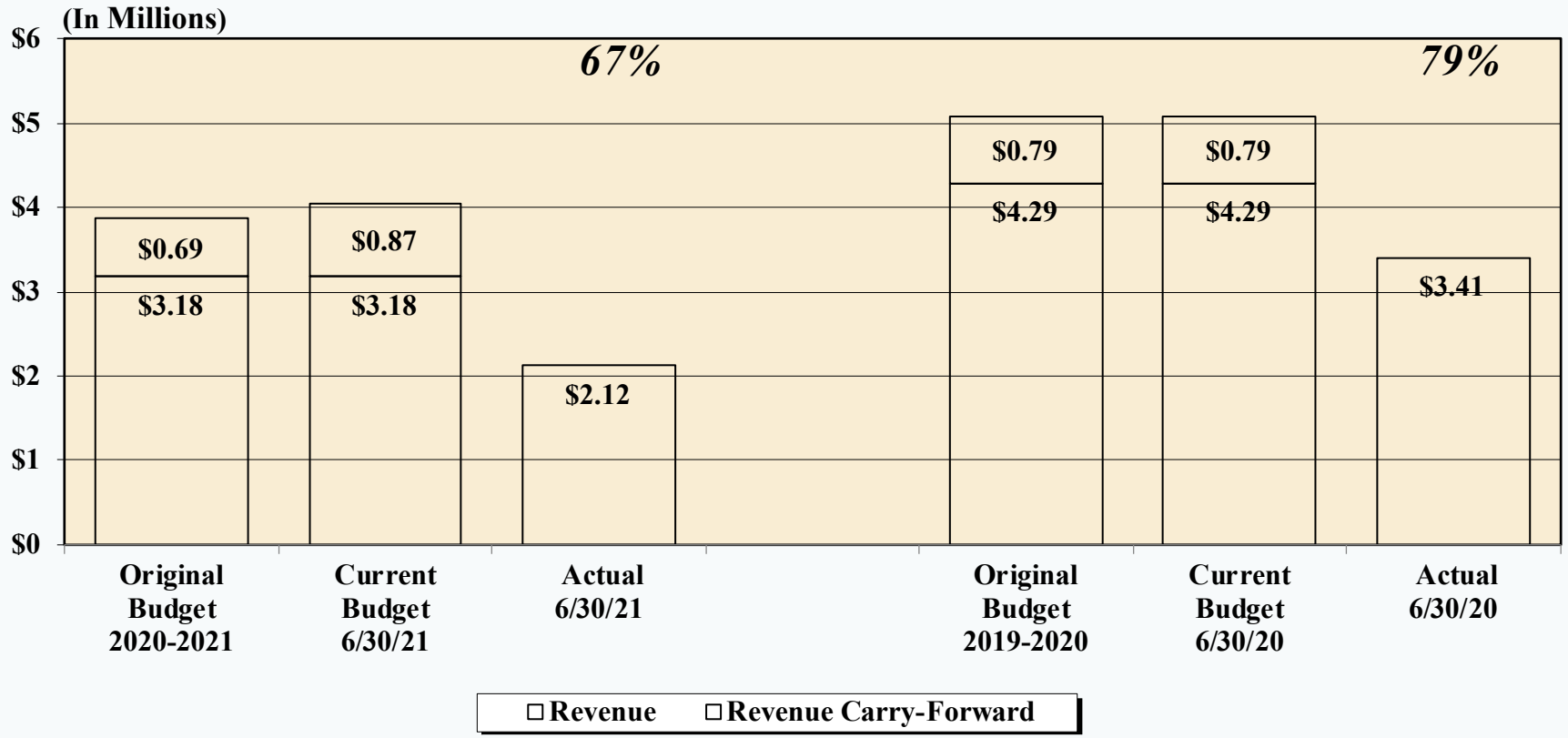
LANDFILL CLOSURE LIABILITY

Percent Funded Six Fiscal Years



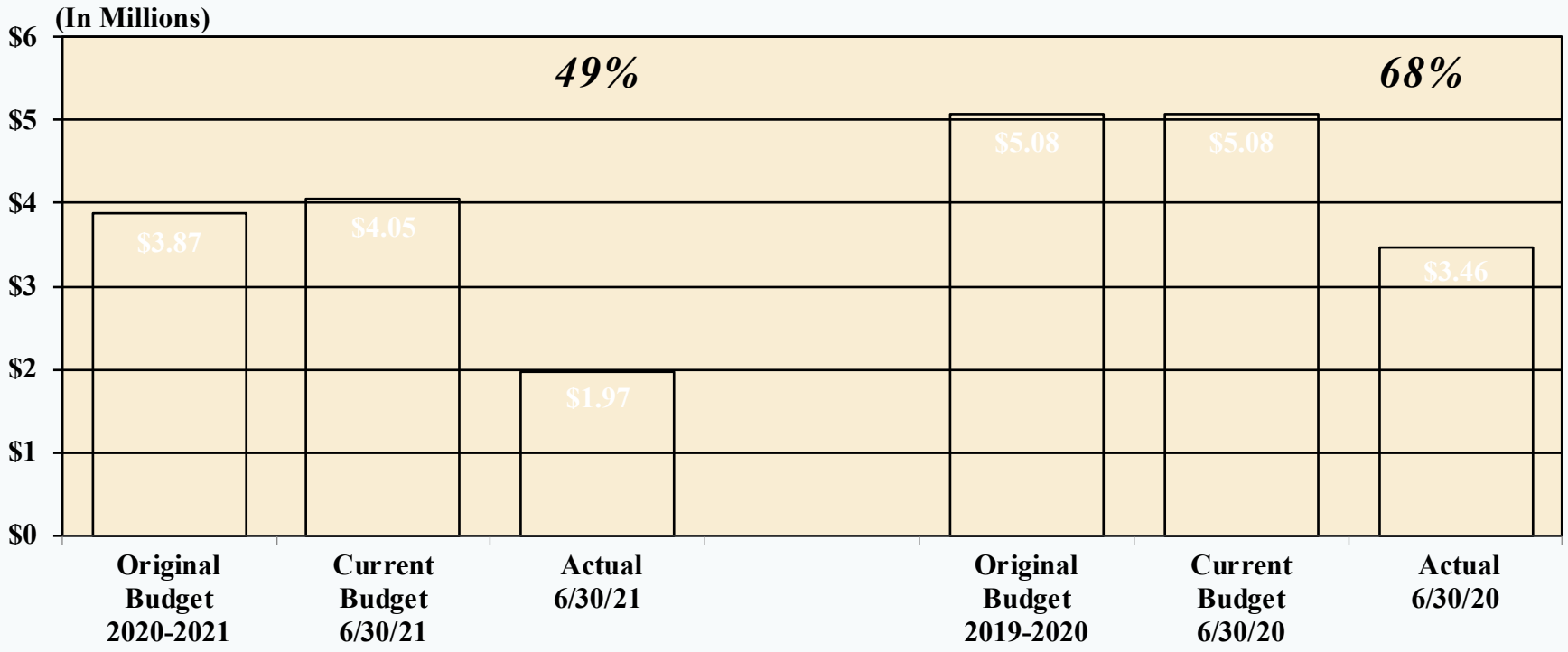
REVENUE – ENERGY RECOVERY FUND

BUDGET – TO – ACTUAL



EXPENSES – ENERGY RECOVERY FUND

BUDGET – TO – ACTUAL AND ENCUMBRANCES



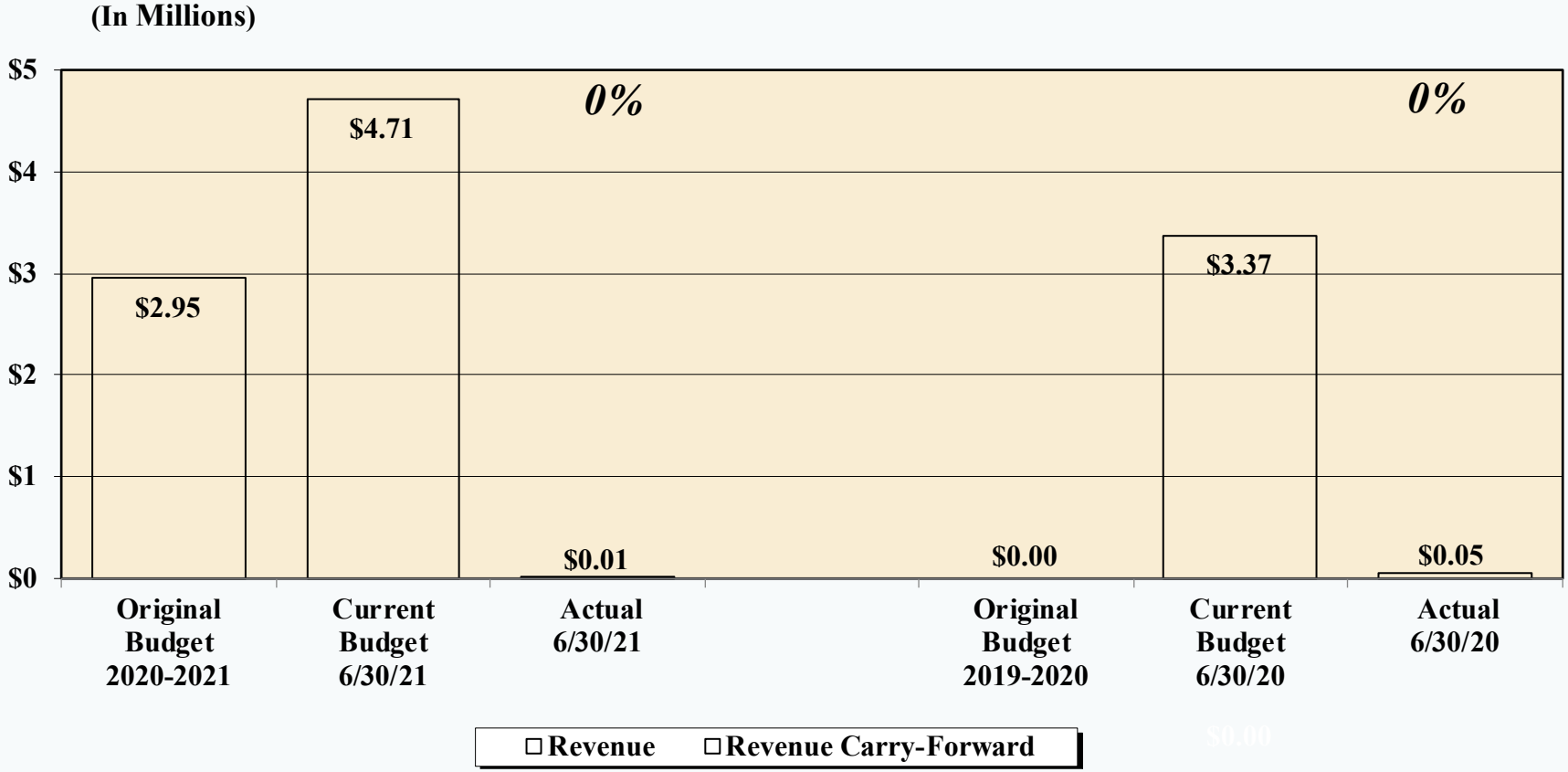
Actual Less Encumbrances / Current Year : 47%

Actual Less Encumbrances / Prior Year: 67%

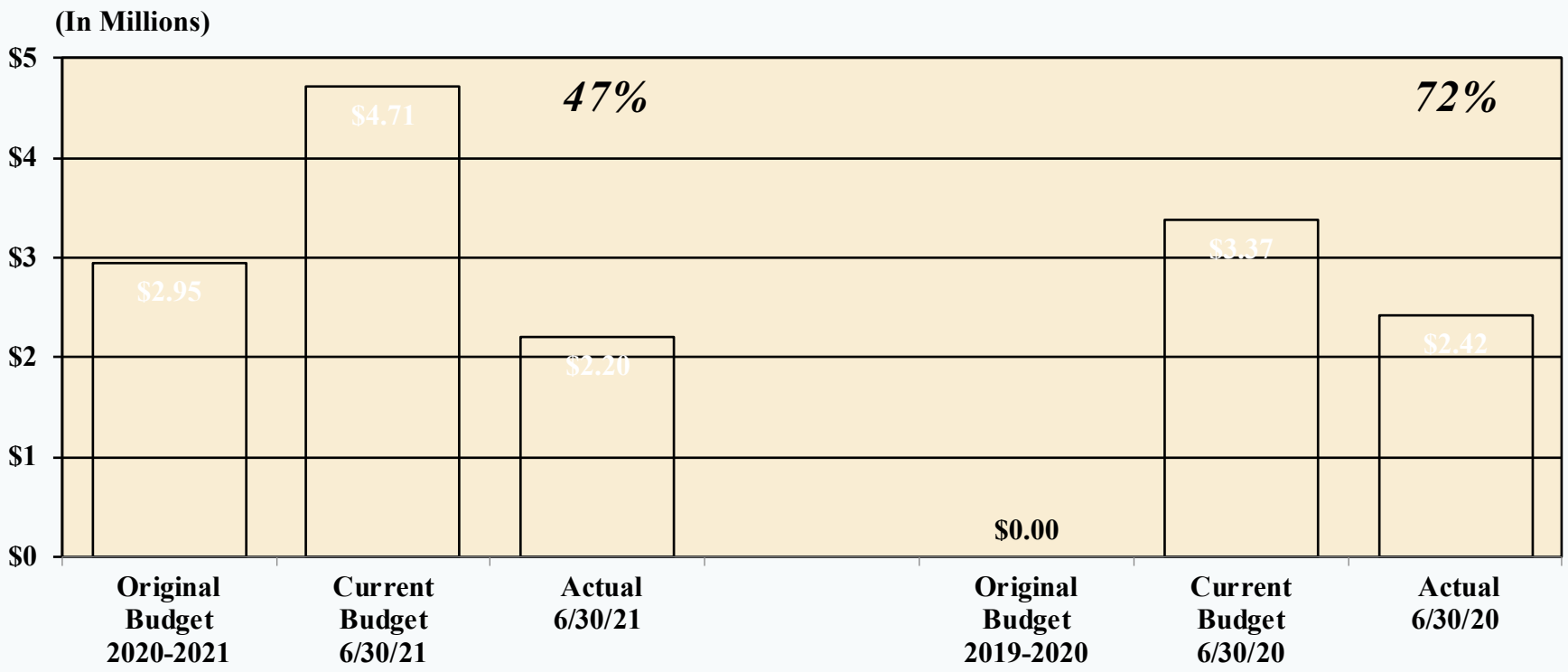
FUND SUMMARY
3rd QUARTER

REVENUES		
Fund	**Percent Collected / Billed**	**Percentage Points Above/ Below Target of 75%**
General	109%	**34 Percentage Points Above Target**
Special Revenue	64%	**11 Percentage Points Below Target**
Solid Waste	76%	**1 Percentage Points Above Target**
Energy Recovery	67%	**8 Percentage Points Below Target**
EXPENDITURES		
Fund	**Percent Expended & Encumbered**	**Percentage Points Above/ Below Target of 75%**
General	88%	**13 Percentage Points Above Target**
Special Revenue	57%	**18 Percentage Points Below Target**
Solid Waste	55%	**20 Percentage Points Below Target**
Energy Recovery	49%	**26 Percentage Points Below Target**

REVENUE
PIRN CAPITAL PROJECT FUND
BUDGET – TO – ACTUAL



EXPENDITURES
PIRN CAPITAL PROJECT FUND
BUDGET – TO – ACTUAL AND ENCUMBRANCES

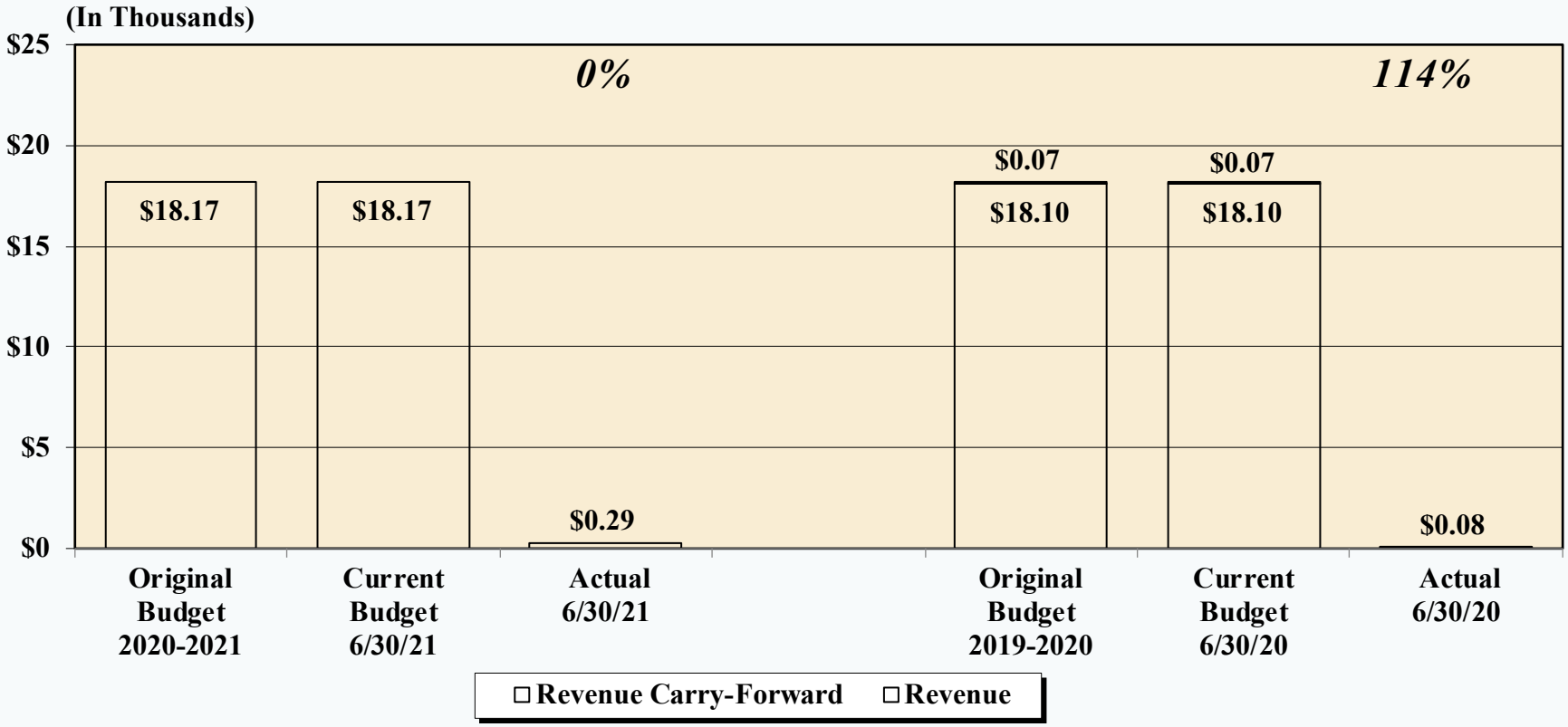


Actual Less Encumbrances /Current Year : 37%

Actual Less Encumbrances / Prior Year: 43%

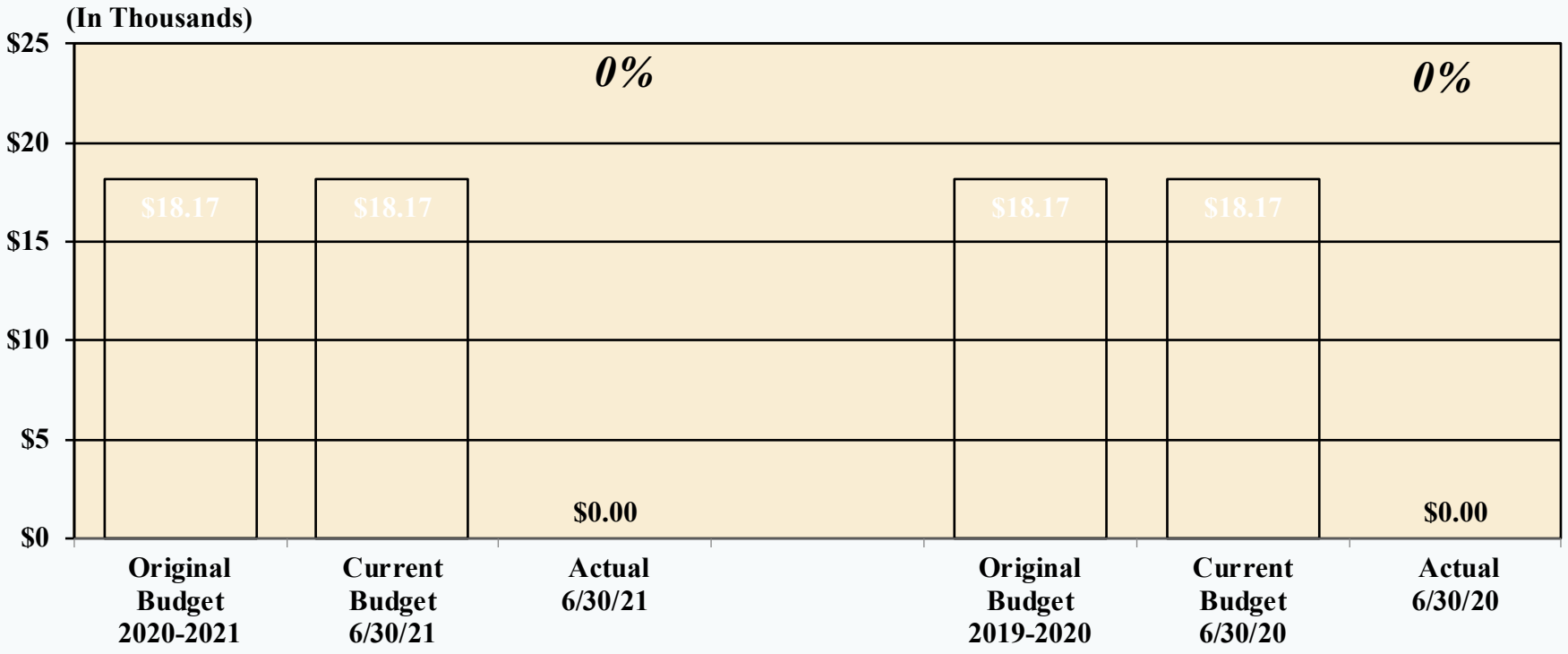
REVENUE – IMPACT FEES

BUDGET – TO – ACTUAL



EXPENDITURES – IMPACT FEES

BUDGET – TO – ACTUAL AND ENCUMBRANCES



Actual Less Encumbrances /Current Year :	0%

Actual Less Encumbrances / Prior Year:	0%

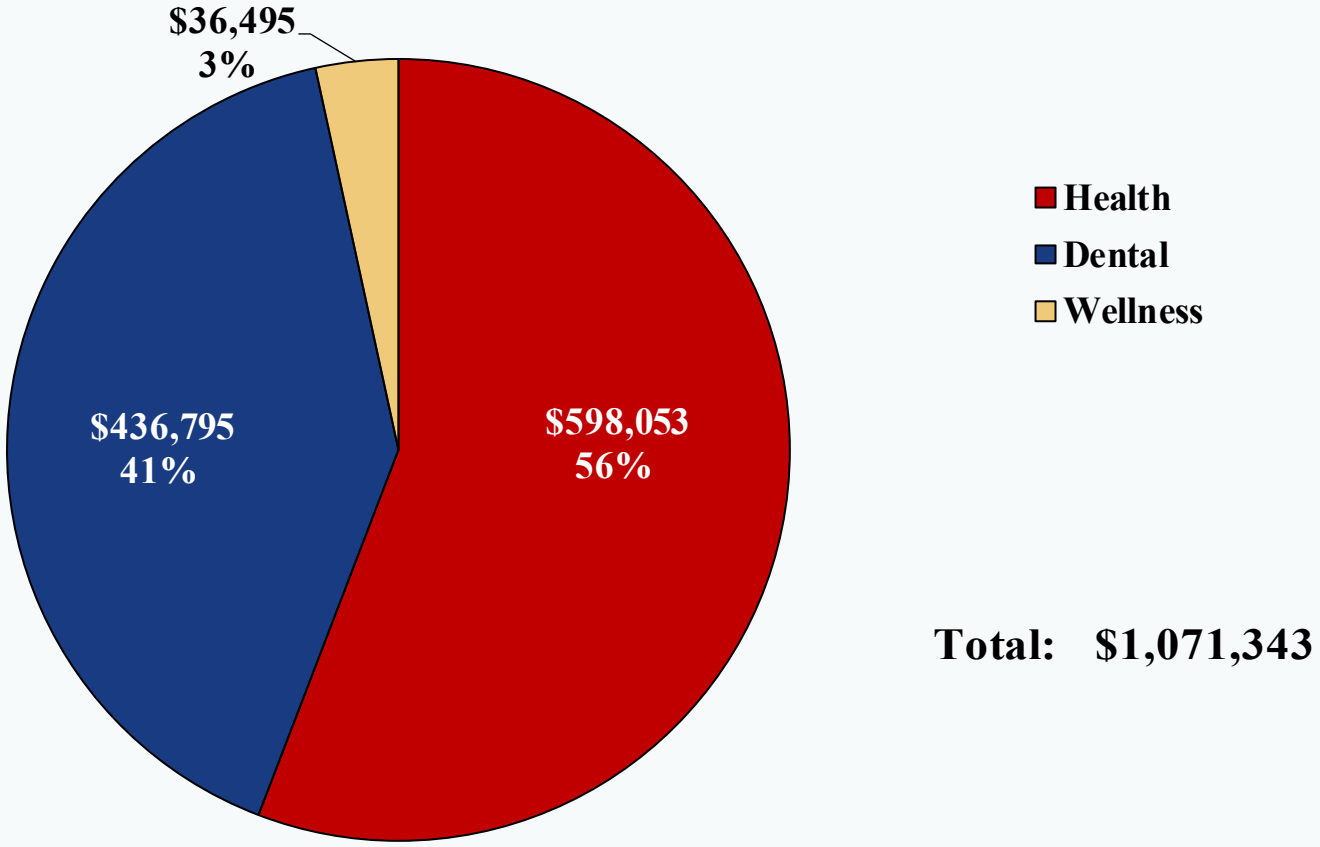
IMPACT FEES
COLLECTION & EXPENDITURE SUMMARY

Fund	Collections	Expended / Encumbered	Unspent Balance
FY 2008 Collections, Expended by 9/30/2014			
Parks & Rec. Avon Park	$6,494.48	$(4,623.89)	$1,870.59
FY 2009 Collections, Expended by 9/30/2015			
Transportation Lake Placid	62,147.41	(13,134.44)	49,012.97
Parks & Rec. Avon Park	2,415.54	0.00	2,415.54
Corrections Facilities	10,289.43	(7,349.64)	2,939.79
Libraries	3,658.77	(2,693.98)	964.79
Law Enforcement	3,201.05	(2,476.89)	724.16
EMS	1,700.77	(1,259.85)	440.92
FY 2011 Collections, Expended by 9/30/2017			
Transporation Lake Placid	0.00	(49,012.97)	(49,012.97)
Fire	4,053.27	(832.97)	3,220.30
EMS	365.94	0.00	365.94
TOTAL			**$12,942.03**

EMPLOYEE BENEFIT FUND

FUND BALANCE

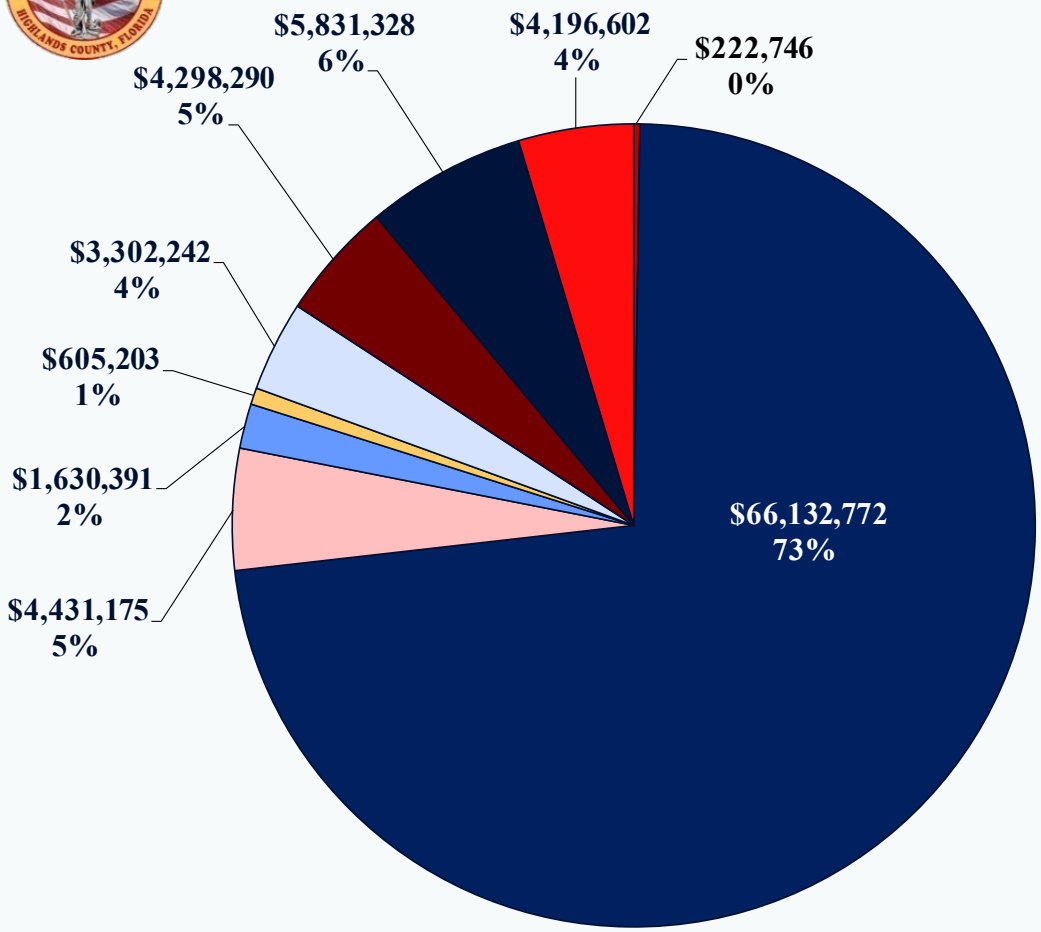
As of June 30, 2021



Total: $1,071,343

BOCC INVESTMENT PORTFOLIO

As of June 30, 2021



- JP Morgan Chase (earning 0.00%)
- SunTrust (earning 2.15%)
- FL PRIME (earning 0.10%)
- FLGIT Short-Term Bond (earning 0.448%)
- FLGIT Day-To-Day (earning 0.13%)
- FL PALM (earning 0.050%)
- FLCLASS (earning 0.081%)
- FL SAFE (earning 0.060-0.141%)
- FL FIT (earning 0.12%)

TOTAL: $90,650,749

BOCC INVESTMENT PORTFOLIO
As of June 30, 2021

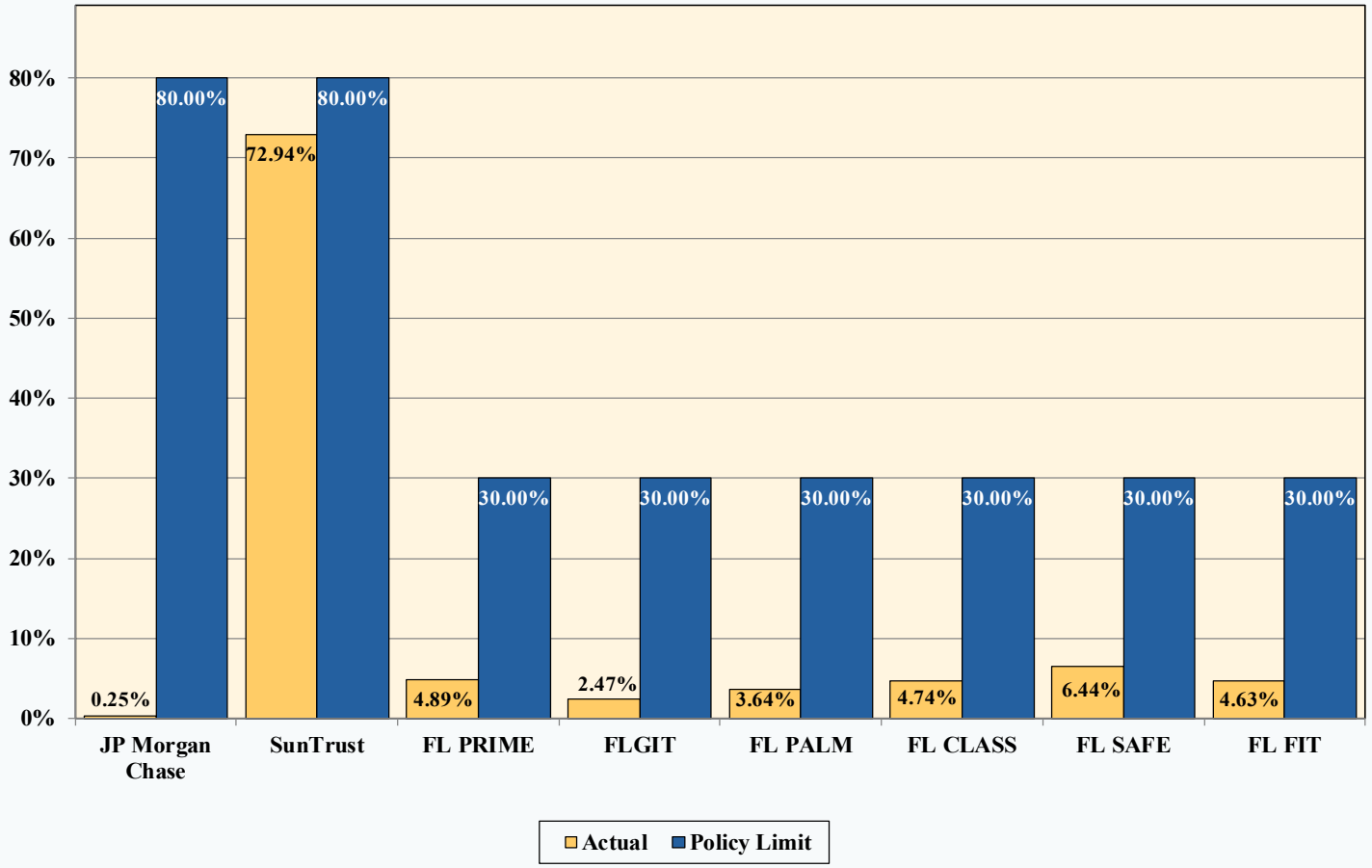
Investment	Book Value General Ledger Balance	Market Value Statement Balance	Rate of Return 30-day	Rate of Return 12-Month	Investment Earnings Quarter	Investment Earnings YTD	Quarterly Fees	Credit Rating	Purchase Date	Maturity Date	Average Maturity (In Days)	Portfolio Diversification % of Total Portfolio	Portfolio Diversification % By Institution	Portfolio Diversification % By Type
JP Morgan Chase - Cigna	$ 222,745.62	$ 222,745.62	0.000%	0.000%	$ -	$ -	$ -	(a) 5 stars	N/A	N/A	0	0.25%	0.25%	
SunTrust Clearing	65,248,202.10	66,110,369.85	0.179%	2.150%	303,534.87	767,803.75	-	(a) 5 stars	N/A	N/A	0	72.92%		
SunTrust Sweep	22,402.29	22,402.29	0.179%	2.150%	120.09	328.14	-	(a) 5 stars	N/A	N/A	0	0.02%	72.94%	73.19%
TD Bank - 12 month CD	-	-	0.000%	0.000%	-	18,265.61	(c)	Not Rated	12/20/2019	12/21/2020	0	0.00%		0.00%
FL PRIME	4,431,175.37	4,431,175.37	0.008%	0.100%	1,561.03	9,136.49	(c)	(b) AAAm	Various	N/A	1	4.89%	4.89%	
FLGIT - Short-Term Bond	1,630,390.84	1,630,390.84	-0.111%	0.448%	332.10	566.75	(c)	(b) AAAf	Various	N/A	3	1.80%		
FLGIT - Day to Day Fund	605,202.97	605,202.97	0.003%	0.130%	75.92	391.99	(c)	(b) AAAm	Various	N/A	1	0.67%	2.47%	
FL PALM	3,302,241.96	3,302,241.96	0.004%	0.050%	739.72	4,551.94	(c)	(b) AAAm	Various	N/A	1	3.64%	3.64%	
FL CLASS	4,298,290.03	4,298,290.03	0.007%	0.081%	1,277.66	7,589.39	(c)	(b) AAAm	Various	N/A	1	4.74%	4.74%	
FL SAFE - Stable NAV	2,626,727.53	2,626,727.53	0.005%	0.060%	362.17	1,972.79	(c)	(b) AAAm	Various	N/A	1	2.90%		
FL SAFE - Variable NAV	3,204,600.00	3,204,600.00	-0.037%	0.141%	1,200.00	(1,200.00)	(c)	(b) AAAf	11/1/2017	9/30/2021	92	3.54%	6.44%	
FL FIT - Cash Pool	4,196,602.20	4,196,602.20	0.010%	0.120%	1,435.86	11,404.60	(c)	(b) AAAf	Various	N/A	1	4.63%	4.63%	26.81%
	$ 89,788,580.91	**$ 90,650,748.66**	**0.129%**	**1.600%**	**$310,639.42**	**$820,811.45**	$ -			**(b) WAM**	**4**	**100.00%**	**100.00%**	**100.00%**

Benchmark **(a)**	0.002%	0.020%
Above/(Below) Benchmark	**0.127%**	**1.580%**

(a) S&P Rated GIP Index/Government Net Yield Benchmark (as of July 9, 2021)
(b) WAM (Weighted Average Maturity)
(c) At Bauer Financial, banks are rated by stars. As of 3/31/2021, JP Morgan Chase and SunTrust were rated 5 stars. The rating system is: 5 star is Superior; 4 star is Excellent; 3 1/2 star is Good; 3 star is Adequate; 2 star is Problematic; 1 star is Troubled.
(d) The Standard & Poor's rating scale (excellent to poor) is as follows: AAA, AA+, AA, AA-, A+, A, A-, BBB+, BBB, BBB-, BB+, BB, BB-, B+, B, B-, CCC+, CCC, CCC-, CC, C, D. Any rating lower than a BBB- is considered a speculative or junk bond.
(e) All rates of return are reported net of fees.

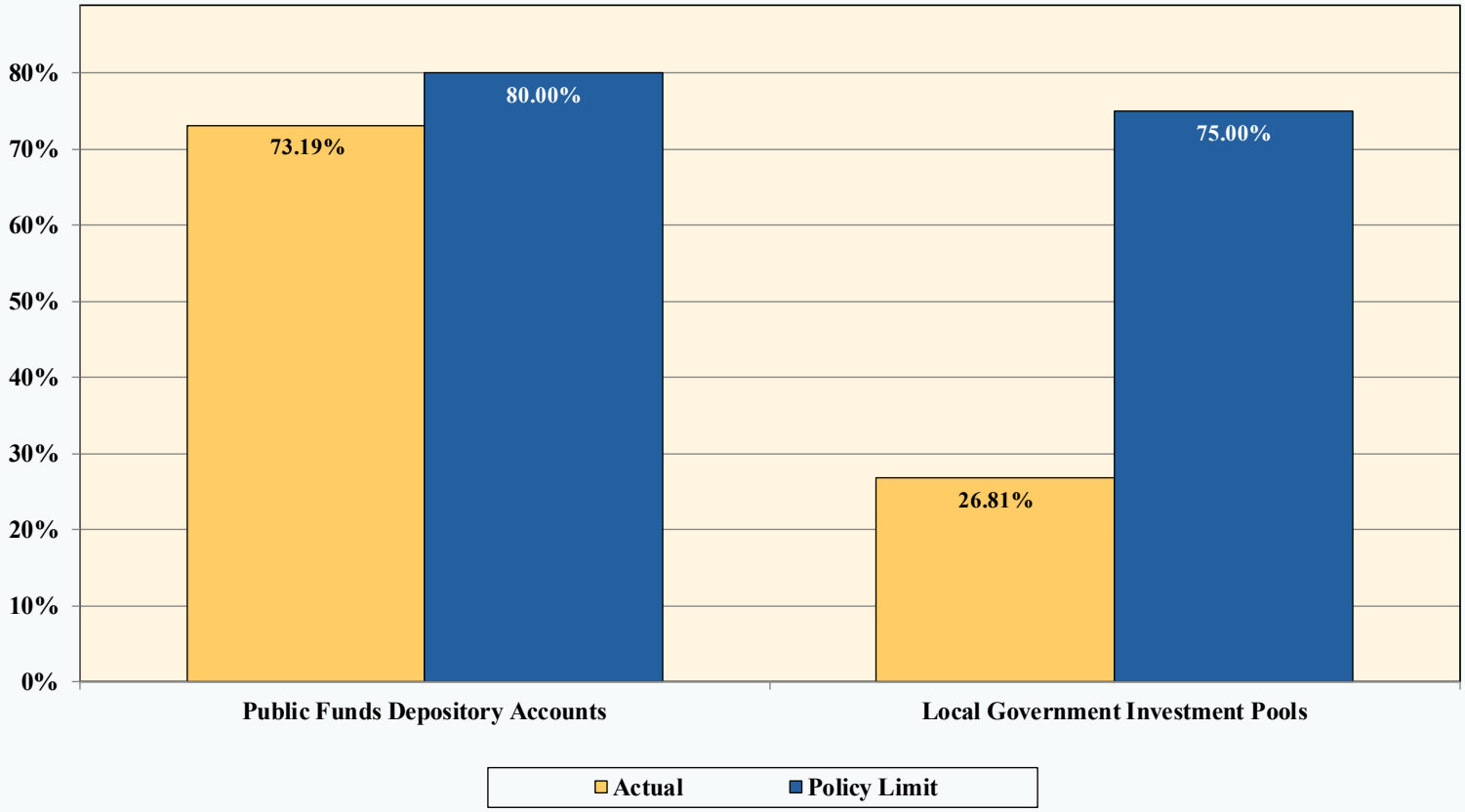
BOCC INVESTMENT PORTFOLIO ISSUER LIMITATIONS

As of June 30, 2021



BOCC INVESTMENT PORTFOLIO TYPE LIMITATIONS

As of June 30, 2021



HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 17, 2021

PRESENTER: **Latosha Reiss - Emergency Management, Manager**

SUBJECT/TITLE: **Request approval of FY 21/22 Hazards Analysis Grant agreement.**

STATEMENT OF ISSUE

The 2021-2022 Hazards Analysis Grant agreement is for $1,859.05. This is a recurring state performance based grant.

RECOMMENDED ACTION

Move to approve FY 21/22 Hazards Analysis Grant agreement.

FISCAL IMPACT

The fiscal impact is an increase to Fund 005 (General) and the overall budget in t he amount of $1,859.05.

Attachments: 2021-22_Highlands_County_T0146_HA_Grant_Agreement.pdf

Agreement Number: T0146

STATE-FUNDED GRANT AGREEMENT

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

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the Terms and Conditions below; and

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

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

(1) LAWS, RULES, REGULATIONS, AND POLICIES

a. As required by section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a Scope of Work that clearly establishes the tasks that the Recipient is required to perform.

ii. A provision dividing the Agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the Scope of Work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Recipient fails to perform the minimum level of service required by the Agreement.

iv. A provision specifying that the Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Recipient is entitled under the Terms and Conditions of the Agreement must be refunded to the Division.

b. In addition to the foregoing, the Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(2) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's Terms and Conditions and

shall serve as the Division's liaison with the Recipient. As part of his/her duties, the Grant Manager for the Division shall:

i. Monitor and document Recipient performance; and,

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

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

Isabell Parker
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
Work Phone: 850-815-4315
Email: Isabell.Parker@em.myflorida.com

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

Name: LaTosha Reiss

Title: Emergency Management, Manager

Address: 6850 W. George Blvd.

City, State, Zip: Sebring, FL 33875

Work Phone: (863) 402-7672

Email: lreiss@highlandsfl.gov

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

(3) TERMS AND CONDITIONS

This Agreement contains all the Terms and Conditions agreed upon by the parties.

(4) EXECUTION

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

(5) MODIFICATION

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

(6) SCOPE OF WORK

The Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(7) PERIOD OF AGREEMENT

This Agreement shall begin **July 1, 2021 and shall end on June 30, 2022**, unless terminated earlier in accordance with the provisions of Paragraph (16) TERMINATION. In accordance with section 215.971(1)(d), Florida Statutes, the Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(8) FUNDING

a. This is a Fixed-Fee Agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will pay the Recipient only for the successful completion of each deliverable. The maximum payment amount for each deliverable is outlined in Attachment A of this Agreement ("Budget"). The maximum payment amount for the entirety of this Agreement is $1,859.05.

d. The Division will review any request for payment by comparing the documentation provided by the Recipient against a performance measure, outlined in Attachment G, which clearly delineates:

i. The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

e. The Division's Grant Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the period of agreement and produce a Final Reconciliation Report. The Final Reconciliation Report must identify any funds paid in excess of the expenditures incurred by the Recipient.

f. For the purposes of this Agreement, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

g. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher.

(9) RECORDS

a. As a condition of receiving State financial assistance, and as required by sections 20.055(6)(c) and 215.97(5)(b), Florida Statutes, the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Recipient's personnel for the purpose of interview and discussion related to such documents. For the purposes of this section, the term "Recipient" includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.

b. The Recipient shall maintain all records related to this Agreement for the period of time specified in the appropriate retention schedule published by the Florida Department of State. Information regarding retention schedules can be obtained at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/.

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

d. Florida's Public Records Law provides a right of access to the records of the State and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private

entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

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

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.**

(10) AUDITS

a. In accounting for the receipt and expenditure of funds under this Agreement, the Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

b. When conducting an audit of the Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

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

d. The Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable

provisions noted above. The audits must be received by the Division no later than nine (9) months from the end of the Recipient's fiscal year.

e. The Recipient shall send copies of reporting packages required under this paragraph directly to each of the following:

i. The Division of Emergency Management

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

ii. The Auditor General

Room 401, Claude Pepper Building

111 West Madison Street

Tallahassee, Florida 32399-1450

(11) REPORTS

a. The Recipient shall provide the Division with a Close-Out Report in accordance with Attachment G. This Report shall include the current status and progress by the Recipient and all Sub-Recipients and subcontractors in completing the work described in the Scope of Work, in addition to any other information requested by the Division.

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

c. If all required deliverables, reports, and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (15) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

d. The Recipient shall provide additional program updates or information that may be required by the Division.

e. The Recipient shall provide additional reports and information identified in Attachment A.

(12) MONITORING

a. The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment G to this Agreement and reported in the Close-Out Report.

b. In addition to reviews of audits conducted in accordance with Paragraph (10) AUDITS above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event the Division determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the period of agreement to ensure timely completion of all tasks.

(13) LIABILITY

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

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

(14) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (15) REMEDIES. However, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

a. If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. If material adverse changes occur in the financial condition of the Recipient at any time during the period of agreement, and the Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division.

c. If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information.

d. If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(15) REMEDIES

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

a. Terminate this Agreement, provided that the Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by Registered Mail™ or Certified Mail®, Return Receipt Requested, to the address in Paragraph (2) CONTACT herein.

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement.

c. Withhold or suspend payment of all or any part of a request for payment.

d. Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. require the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible.

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

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

(16) TERMINATION

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

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

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

d. In the event this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of this Agreement after the Recipient has received the Notification of Termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of this Agreement by the Recipient. The Division may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Division from the Recipient is determined.

(17) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable State and Federal laws and regulations, and (iii) the subcontractor shall hold the Division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document in the Close-Out Report the subcontractor’s progress and completion of its tasks and work performance under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes.

(18) ATTACHMENTS

a. All Attachments to this Agreement are incorporated as if set out fully.

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

c. This Agreement has the following Attachments:

Exhibit 1 - Funding Sources
Attachment A – Budget and Scope of Work
Attachment B – Program Statutes and Regulations
Attachment C – Statement of Assurances
Attachment D – Justification of Advance Payment
Attachment E – Warranties and Representations
Attachment F – Certification Regarding Debarment
Attachment G – Schedule of Deliverables

Attachment H – 302 Facility List

Attachment I – Financial Invoice Form

Attachment J – Hazards Analysis Guidance and Information will be forthcoming post hoc HA Agreement execution.

Attachment K – Hazard Analysis Site Visit (SV) Certification Form

Attachment L – Statement of Determination (SOD) Form

Attachment M – Close-Out Reporting Form

(19) PAYMENTS

a. Any advance payment under this Agreement is subject to section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based, and a justification statement shall be included in this Agreement as Attachment D. Attachment D will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a fixed-fee basis as needed.

b. Invoices shall be submitted in accordance with Attachment I and shall include the supporting documentation for the project or services. The Final Invoice shall be submitted within sixty (60) days after the expiration date of the Agreement. An explanation of any circumstances prohibiting the submittal of timely invoices per deliverable due date shall be submitted to the Division Grant Manager as referenced in Paragraph (11) REPORTS of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the State Chief Financial Officer or under Paragraph 8 of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Recipient shall submit its Close-Out Report within thirty (30) days of receiving notice from the Division.

(20) REPAYMENTS

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

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

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

(21) MANDATED CONDITIONS

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

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable Statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

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

d. This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

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

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

g. Any Recipient which is not a local government or State agency, and which receives funds under this Agreement from the State government, certifies, to the best of its knowledge and belief, that it and its principals:

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

ii. Have not, within a five (5) year period preceding this Agreement been convicted of or had a civil judgment rendered against it for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under public transaction; violation of Federal or State Antitrust Statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any offenses enumerated in Paragraph (21)(g)(ii) of this certification; and

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

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

In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" (Attachment F) for each intended subcontractor that Recipient plans to fund under this Agreement. The Form must be received by the Division before the Recipient enters into a contract with any subcontractor.

h. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature, and subject to any modification in accordance with Chapter 216, Florida Statutes, or the Florida Constitution.

i. All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

j. Any bills for travel expenses shall be submitted in accordance with section 112.061, Florida Statutes.

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

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

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

n. The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All meetings shall be publicly noticed, open to the public, and the minutes of all meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

o. All expenditures of State financial assistance shall be in compliance with laws, rules and regulations applicable to expenditures of State funds, including but not limited to, the Reference Guide for State Expenditures.

p. This Agreement may be charged only with allowable costs resulting from obligations incurred during the period of agreement.

q. Any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the State.

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

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

(22) LOBBYING PROHIBITION

a. Section 216.347, Florida Statutes, prohibits “any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the Judicial Branch, or a State agency.”

b. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence Legislation or any other official action by the Florida Legislature or any State agency.

(23) COPYRIGHT, PATENT AND TRADEMARK

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

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

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

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

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

(24) LEGAL AUTHORIZATION

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

(25) ASSURANCES

The Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

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

RECIPIENT: **Highlands County Board of County Commissioners**

Signature: _____

Name and title: **Scott Kirouac, Board Chairman**

Date: **August 17, 2021**

Attest: _____(SEAL)
Jerome Kaszubowski, Clerk

FEID# _____

Include a copy of the Delegation of Authority for the Signatory, if applicable.

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

Signature: _____

Name and Title: Kevin Guthrie, as Director of the Division of Emergency Management, or Ashley Davis as Authorized Designee

Date: _____

EXHIBIT – 1

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project -

State awarding agency: **Florida Division of Emergency Management**

Catalog of State Financial Assistance Title: **Emergency Management Projects**

Catalog of State Financial Assistance Number: **31.067**

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

1. Florida Emergency Planning and Community Right-To-Know Act (Chapter 252, Part II, Florida Statutes)
2. CAMEO Data Manager Hazardous Analysis (HA) updates for critical planning data required under Emergency Planning and Community Right-to-Know Act (EPCRA)
3. U.S. Environmental Protection Agency's Technical Guidance for Hazards Analysis https://www.epa.gov/epcra/technical-guidance-hazardous-analysis-emergency-planning-extremely-hazardous-substances
4. **E**-Plan - Emergency Response Information System Tier II electronic Reporting online **https://tier2.erplan.net/onlinefiling/filingLogin.htm** NOTE: 2 C.F.R. Part 200, and section 215.97(5)(a), Florida Statutes, require that the information about State Projects included in Exhibit 1 be provided to the Recipient.

Attachment A
Budget and Scope of Work
2021-2022 Hazards Analysis Grant

Recipient: Highlands County Board of County Commissioners

Performance of Period: 7/1/2021 - 6/30/2022

Agreement Number: T0146

1. First Payment (40% of Agreement Amount) 25% Analysis (Deliverable 1) will be reviewed and ***must be approved before*** invoice is submitted.	**$743.62**
2. Second Payment (40% of Agreement Amount) 25% Analysis (Deliverable 2) will be reviewed and ***must be approved before*** invoice is submitted.	**$743.62**
3. Final Payment (20% of Agreement Amount) Final Payment will not be made without required transmittal verifications, and final approved CAMEO Data Manager zip file uploaded to SharePoint folder.	**$371.81**
TOTAL AMOUNT	**$1,859.05**

Attachment A
Budget and Scope of Work

PURPOSE

On October 17, 1986, Congress enacted the Emergency Planning and Community Right-to-Know Act (EPCRA), also known as Title III of the Superfund Amendments and Reauthorization Act (SARA). EPCRA requires hazardous chemical emergency planning by Federal, State and local governments, Indian Tribes, and industry. Additionally, EPCRA required industry to report on the storage, use and releases of certain hazardous materials (HazMat).

At the Federal level, the U.S. Department of Environmental Protection Agency (EPA) administers EPCRA.

At the State level, the Florida Division of Emergency Management (FDEM) serves as the lead agency responsible for oversight and coordination of the local planning efforts required by EPCRA. Chaired by the Director of FDEM, the State Emergency Response Commission for Hazardous Materials (SERC) serves as a technical advisor and information clearinghouse for State and Federal hazardous materials (HazMat) programs. Additionally, the SERC conducts quarterly public meetings in varying locations throughout the State. Currently, SERC membership consists of 28 Governor appointed individuals who represent the interests of State and local government, emergency services, industry. and the environment.

At the district level, Regional Planning Councils (RPCs) each coordinate the activities of a Local Planning Committee (LEPC) that: (1) performs outreach functions to increase hazardous materials (HazMat) awareness; (2) collects data on hazardous materials stored within the geographical boundaries of the RPC; (3) develops hazardous materials emergency plans for use in responding to and recovering from a release or spill of hazardous or toxic substances; (4) submits hazardous materials emergency plans to the SERC for review; (5) provides the public with hazardous materials information upon request. LEPC membership consists of local professionals representing occupational categories such as firefighting, law enforcement, emergency management, health, environment, and transportation.

At the local level, each of Florida's 67 Counties performs a Hazards Analysis (HA) (a county may elect to contract with the Regional Planning Committee (RPC) or qualified vendor). The Counties' Hazards Analysis (HA) data is included in the LEPC Emergency Response Plan (ERP) for Extremely Hazardous Substances (EHSs) required under EPCRA and encompasses; identification of facilities and transportation routes of Extremely Hazards Substances (EHS); description of emergency response procedures; designation of a community coordinator and facility emergency coordinator(s) to implement the plan; outline of emergency notification procedures; description of how to determine the probable affected area and population by releases; description of local emergency equipment and facilities and the persons responsible for them; outline of evacuation plans; a training program for emergency responders; and, methods and schedules for exercising emergency response plans. This Agreement provides funding so that the Recipient can assist in maintaining the capability necessary to perform the duties and responsibilities required by EPCRA. The Recipient shall conduct Hazards Analyses (HA) on-site visits for 50% of the facilities listed in Attachment H which have reported to the SERC the presence of those specific Extremely Hazardous Substances (EHSs) designated by the U.S. Environmental Protection Agency in quantities above the Threshold Planning Quantity (TPQ). The data collected under this Agreement will be used to comply with the planning requirements of the Superfund Amendments and Reauthorization Act of 1986, Title III, "Emergency Planning and Community Right-To-Know Act of 1986" and the Florida Emergency Planning and Community Right-To-Know Act, Florida Statutes, Chapter 252, Part II.

REQUIREMENTS

A. The Recipient shall submit a list of facilities within the geographical boundaries of the County or Counties listed on Attachment H that are suspected of not reporting to the State Emergency Response Commission (SERC) the presence of Extremely Hazardous Substances (EHSs) in quantities above the Threshold Planning Quantity (TPQ), as designated by the U. S. Environmental Protection Agency.

B. The completed Hazards Analysis (HA) shall comply with the site-specific Hazards Analysis (HA) criteria outlined below for each facility listed in Attachment H. The primary guidance documents are Attachment J Hazards Analysis Guidance and Information (forthcoming), CAMEO Data Manager Help Files, and the U.S. Environmental Protection Agency's "Technical Guidance for Hazards Analysis" at; https://www.epa.gov/epcra/technical-guidance-hazardous-analysis-emergency-planning-extremely-hazardous-substances. All Hazards Analyses (HA) shall be consistent with the provisions of these documents. Any variation from the procedures outlined in these documents must be requested in writing, submitted in advance, and approved by the Division.

C. Consult the Tier II Report in E-Plan prior to any on-site visits or phone interview updates for all facilities to be updated. Compare the E-Plan Tier II Report with information in CAMEO Data Manger files. Discuss any discrepancies with Facility Representatives during the on-site visit or phone interview.

D. Conduct an on-site visit (or phone interview) at each Attachment H facility to ensure accuracy of the Hazards Analysis (HA). Each applicable facility's Hazards Analysis (HA) information shall be entered using the new CAMEO Data Manager. CAMEO Data Manager software can be download from the U.S. Environmental Protection Agency's website at https://www.epa.gov/cameo/cameo-data-manager-software**.**

E. Deliverables – See Attachment G Schedule of Deliverables. All Deliverables shall be submitted through SharePoint. When Notifications are sent, the Division must receive transmittal documentation. A final Division-approved CAMEO Data Manager zip file must be uploaded to SharePoint.

REIMBURSEMENT CONDITIONS

Subject to the funding limitations of this Agreement, the Division shall reimburse the Recipient for successful completion of the deliverable task(s) required by this Agreement. However, the following limitations shall apply:

- First payment, the Division shall not reimburse the Recipient for an amount that exceeds 40% of the overall amount authorized by this Agreement unless the Recipient completes multiple deliverables.
- Second payment, the Division shall not reimburse the Recipient for an amount that exceeds 40% of the overall amount authorized by this Agreement unless the Recipient completes multiple deliverables.
- Third payment, the Division shall not reimburse the Recipient for an amount that exceeds 20% of the overall amount authorized by this Agreement unless the Recipient is submitting for multiple deliverables.

If extraordinary circumstances exist, then the Recipient can request permission from the Division to exceed the 40% cap for a particular payment. However, under no circumstances shall the cumulative reimbursement amount for payments one (1) and two (2) exceed 80% of the overall amount authorized by this Agreement unless all three (3) Deliverables have been met.

FINANCIAL CONSEQUENCES

Failure to successfully complete each of the required tasks, as demonstrated by the failure to satisfy the applicable deliverables, may result in one of the following penalties.

- A 20% reduction of the overall amount authorized by this Agreement and/or
- Payment will be reduced by $110.00 per facility with incorrect or incomplete CAMEO Data Manager files

Failure to submit deliverables within fifteen (15) days of their due date may result in the following penalty:

Reduction of the deliverable payment amount to the Recipient by 50% for each thirty (30) day period following the aforementioned fifteen (15) day grace period. The first 50% reduction will thus take effect sixteen (16) days after the due date, and each subsequent 50% reduction will take effect thirty (30) days after the previous reduction.

If, because of circumstances beyond the Recipient's control, the Recipient is unable to successfully perform a task and/or complete a deliverable required by this Agreement, then the Recipient shall notify the Division immediately. If the Division agrees that the inability to perform was directly due to circumstances beyond the control of the Recipient, then the Division will consider waiving the imposition of a financial consequence.

Attachment B

Program Statutes and Regulations

1. Emergency Planning and Community Right-to-Know Act (EPCRA), Title III of the Superfund Amendments Reauthorization Act of 1986, 42 U.S.C. s. 1101, et seq. (SARA Title III).

2. Florida Emergency Planning and Community Right-to-Know Act, Chapter 252, Part II, Florida Statutes.

Attachment C

Statement of Assurances

The Recipient hereby assures and certifies compliance with all Federal Statutes, and State of Florida laws, regulations, policies, guidelines and requirements, and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common Rule that govern the application, acceptance and use of State funds for this State-funded Agreement. The Applicant assures and certifies that:

1. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501,et. seq.)

2. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.

3. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

4. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.

5. It will ensure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the deliverables are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Division of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

6. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a Recipient of funds, the Recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

7. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for $500,000 or more.

8. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for Grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620.

Attachment D

JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT: _____

If you are requesting an advance, indicate same by checking the box below.

ADVANCE REQUESTED
Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

ESTIMATED EXPENSES

BUDGET CATEGORY (List Applicable Cost Category)	**2021-2022 Anticipated Budget Category Expenditures for Advance Payment Request**
TOTAL ANTICIPATED EXPENSES:	

BUDGET CATEGORY & COST JUSTIFICATION: **For each Budget Category and cost, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the Agreement's Performance Period. Support documentation should include anticipated training, POIs, planning project expenses, and administrative costs (*as applicable*) to provide the Division with reasonable and necessary justification for the advance request. Any advance funds not expended within the first ninety (90) days of the Agreement's execution shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days after the ninety (90) day timeframe expires, along with any interest earned on the advance.**

Attachment E

Warranties and Representations

Financial Management

Recipient's financial management system must include the following:

(1) Accurate, current, and complete disclosure of the financial results of this project or program.

(2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.

(3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.

(4) Comparison of expenditures with budget amounts for each Request for Payment. Whenever appropriate, financial information should be related to performance and unit cost data.

(5) Written procedures to determine whether costs are allowable and reasonable under the provisions of the applicable OMB cost principles and the Terms and Conditions of this Agreement.

(6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of Conduct

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent

conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from _____

Licensing and Permitting

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

Attachment F

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

Subcontractor Covered Transactions

(1) The prospective Subcontractor, _____, of the Recipient certifies, by submission of this document, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Recipient's Subcontractor is unable to certify to the above statement, the prospective Subcontractor shall attach an explanation to this Form.

SUBCONTRACTOR:

_____

By: _____ _____

Recipient's Signature ***Recipient's Printed Name***

_____ _____

Name and Title ***FDEM Agreement Number***

_____ _____

Street Address ***Project Number (if applicable)***

_____

City, State, Zip

_____

Date

Attachment G

Schedule of Deliverables

Deliverable #	Deliverables	Due Date	Price	Financial Consequences
1	• Provide completed CAMEO Data Manager files for 25% of facilities listed in Attachment H, and upload into the FDEM designated SharePoint folder. • Provide a list identifying the names of facilities submitted in the Deliverable. Identify the facility name, SERC number, site visit date, SOD, and notes on special circumstances when applicable. • Upload completed Attachment K Forms, and Attachment L Forms (*when applicable*) to Salesforce. • Upload Attachment I Financial Invoice Form to Salesforce and request payment ***following* deliverable review and *approval*.** This is not subject to the deliverable due date.	November 1, 2021	40% of Contract Amount	Subject to the Financial Consequences section of Attachment A, Budget and Scope of Work.
2	• Provide completed CAMEO Data Manager files for 25% of facilities listed in Attachment H, and upload into the FDEM designated SharePoint folder. • Provide a list identifying the names of facilities submitted in the Deliverable. Identify the facility name, SERC number, site visit date, SOD, and notes on special circumstances when applicable. • Upload completed Attachment K Forms, and Attachment L Forms (when applicable) to Salesforce. • Upload Attachment I Financial Invoice Form to Salesforce and request payment ***following* deliverable review and *approval*.** This is not subject to the deliverable due date.	March 1, 2022	40% of Contract Amount	Subject to the Financial Consequences section of Attachment A, Budget and Scope of Work.
3	• Provide completed Hazards Analysis (HA) (CAMEO Data Manager zip file) to the Local Emergency Planning Committee (LEPC) *(if applicable*) and provide FDEM with notification of transmittal. • Notify first responders and Attachment H facilities of the availability of HA information and provide the FDEM Grant Manager with the notification of transmittal. • Upload the final "*approved*" CAMEO Data Manager zip file into SharePoint. Use naming convention (County name, Final HA,Year). • Upload Attachment I Financial Invoice Form to Salesforce and request payment ***following* deliverable review and *approval*.** This is not subject to the deliverable due date.	June 1, 2022	20% of Contract Amount	Final Payment will not be made without required transmittal verifications, and final APPROVED zip file uploaded.
4	• Upload completed Attachment M Close-Out Report Form to Salesforce.	30-Days Following Contract Completion		Due 60-Days Following Contract Completion

Attachment H

2021-22 SECTION 302 HA FACILITY LIST

This is your Counties' entire Section 302 Extremely Hazardous Substances (EHSs) List obtained from E-Plan. Select 50% of the highest risk facilities to inspect this grant year. If you become aware or know of a chemical facility near a school, large residential apartment complex, or other high-risk areas, put that facility on your list to inspect. Try to select facilities that pose a greater risk based upon the chemicals present, the chemicals' amounts, previous releases, etc.

This year's Section 302 EHS HA data was extracted from E-Plan in June 2021. If you know of facilities that you believe still have chemicals on-site from recent site visits or from other historical data you have on file that should be reporting, but are not on this list:

- Contact the facility directly and ask them to report if possible.
- Contact FDEM staff listed below so that the facility can be added to the Division's Potential Non-Filer List.
- Sam.Brackett@em.myflorida.com
- Robert.Dietrich@em.myflorida.com

- **Remember: Complete only 50% of your entire Section 302 EHS List this grant year.**
- ***Choose 25% of the Section 302 EHS facilities on this list for Deliverable 1***
- ***Choose 25% of the Section 302 EHS facilities on this list for Deliverable 2***

PLEASE REFER TO THE FACILITIES ATTACHMENT LIST BELOW WHICH SERVES AS THE BASIS FOR THIS ATTACHMENT.

SERC	Facility Name / Address	County	LEPC	ContactInfo	ChemicalName	MaxDailyQty lbs	Storage/Pressure/Temperature Types/Location/Max Amount
2930	LAKE PLACID CARETAKERS, INC 109 ARRON DRIVE LAKE PLACID, FL 33852	Highlands	7	Name: ANDREW RUSSELL Contact Type: Tier II Emergency 24 Hour Contact Email: andy@lpclp.com Work Phone :863-465-2821 Tier II Emergency 24 Hour Contact Phone :863-441-5088 Work Phone :863-465-2821	Paraquat dichloride [Gramoxone Inteon]	150	"Plastic bottles or jugs"/"Ambient pressure"/"Ambient temperature"/"Lake Placid Caretakers Chemical Warehouse"/10(gallons) "Plastic bottles or jugs"/"Ambient pressure"/"Ambient temperature"/"109 Arron Dr, Lake Placid, FL 33852"/450(pounds)
5717	PLACID LAKES UTILITIES 400 WASHINGTON BOULEVARD NORTHWEST LAKE PLACID, FL 33852	Highlands	7	Name: NATHAN BREWER Contact Type: Tier II Emergency 24 Hour Contact Email: ndbrewer@embarqmail.com Tier II Emergency 24 Hour Contact Phone :8634411090 Work Phone :863-465-0345	Chlorine	300	"Cylinder"/"Greater than ambient pressure"/"Ambient temperature"/"Entire Facility"/300(pounds)
8340	Brandt Consolidated Inc. - Avon Park 959 South Angelo Lake Rd Avon Park, FL 33825	Highlands	7	Name: Vonda Peacock Contact Type: Fac. Emergency Coordinator Email: Vondi.Peacock@brandt.co 24-hour Phone :8634414459 Emergency Phone :8634414459	Aqua Ammonia 26 Baume	2,500	"Plastic or non-metallic drum"/"Ambient pressure"/"Ambient temperature"/"stored in a closed system totes provided by supplier, in the ventiliated area of RM warehouse"/2,300(pounds)
35905	PH CITRUS LLC - COOLER 2600 MARGUERITE ROAD LAKE PLACID, FL 33852	Highlands	7	Name: Marty McKenna Contact Type: Fac. Emergency Coordinator Email: marty@mckennabros.com 24-hour Phone :863-381-0164 Work Phone :863-696-2820	Ammonia (anhydrous)	4,000	"Tank inside building"/"Greater than ambient pressure"/"Ambient temperature"/"Tank storage within enclosed motor room, in a system."/4,000(pounds)
41245	Wedgworth's Inc Lake Placid 213 SR 70 West Lake Placid, FL 33852	Highlands	7	Name: Aaron Bryson Contact Type: Fac. Emergency Coordinator Email: aaron.bryson@wedgworth.com Work Phone :863-465-5203 24-hour Phone :8638404153	Sulfuric Acid	119,700	"Tote bin"/"Ambient pressure"/"Ambient temperature"/"Warehouse"/124,000(pounds)
41363	Triangle Chemical Company - Lake Placid 2832 Old State Road #8 Venus, FL 33960	Highlands	7	Name: Donnie Ming Contact Type: Fac. Emergency Coordinator Email: dlming@trianglecc.com 24-hour Phone :863-381-0482 Work Phone :863-699-5680	Paraquat Dichloride	12,513	"Plastic bottles or jugs"/"Ambient pressure"/"Ambient temperature"/"Chemical Warehouse"/() "Plastic or non-metallic drum"/"Ambient pressure"/"Ambient temperature"/"Chemcial Warehouse"/()
44572	Woodlands of Lake Placid WTP 2 1525 US Highway 27 S Lake Placid, FL 33862	Highlands	7	Name: Sharon Purviance Contact Type: Fac. Emergency Coordinator Email: spurviance@uswatercorp.net 24-hour Phone :866-753-8292 Mobile - Cell Phone :727-919-1548	Chlorine	450	"Cylinder"/"Greater than ambient pressure"/"Ambient temperature"/"Inside well house building"/450(pounds)
44574	Woodlands of Lake Placid WTP 1 1525 US Highway 27 S Lake Placid, FL 33862	Highlands	7	Name: Sharon Purviance Contact Type: Fac. Emergency Coordinator Email: spurviance@uswatercorp.net 24-hour Phone :866-753-8292 Mobile - Cell Phone :727-919-1548	Chlorine	450	"Cylinder"/"Greater than ambient pressure"/"Ambient temperature"/"Inside well house building"/450(pounds)
49501	Tomoka Heights Water Plant 100 Tomoka Blvd N Lake Placid, FL 33852	Highlands	7	Name: Joe Barber Contact Type: Primary Email: lputilities@mylakeplacid.org Mobile - Cell Phone :863-441-2071	Chlorine Gas - (7782-50	4,999	"Cylinder"/"Greater than ambient pressure"/"Ambient temperature"/"Outside Storage with 2 150lb cylinders inside building"/1,800(pounds)

ATTACHMENT I
FINANCIAL INVOICE FORM
2021-2022 HAZARDS ANALYSIS GRANT AGREEMENT

RECIPIENT:		**AGREEMENT #:**	**T0146**
ADDRESS:			
PERIOD OF PERFORMANCE:		**FEIN #:**	

DELIVERABLES & INVOICE AMOUNTS				**AMOUNT REQUESTED BY SUB-RECIPIENT**	**AMOUNT APPROVED BY FDEM**
#	**MINIMUM PERFORMANCE REQUIREMENTS**	***BUDGET AMOUNT PER DELIVERABLE***			
1	No later than November 1, 2021, provide completed CAMEO Data Manager files for 25% of facilities listed in Attachment H. Hazards Analysis submissions are reviewed and ***must be approved before*** invoice is submitted.	**40% of HA Agreement Amount**	**$743.62**		
2	No later than March 1, 2022, provide completed CAMEO Data Manager files for 25% of facilities listed in Attachment H. Hazards Analysis submissions are reviewed and ***must be approved before*** invoice is submitted.	**40% of HA Agreement Amount**	**$743.62**		
3	No later than June 1, 2022, provide a complete correct copy of the ***"approved"*** CAMEO Data Manager file to the LEPC and FDEM with a copy of the transmittal letter. Upload the final ***"approved"*** CAMEO Data Manager zip file into SharePoint folder.	**20% of HA Agreement Amount**	**$371.81**		
			TOTAL AMOUNTS:		
					TO BE COMPLETED BY FDEM

I certify to the best of my knowledge and belief the billed costs are in accordance with the Terms and Conditions of the Hazards Analysis Agreement.

_____ _____
Signature of Authorized Official ***Date***

TOTAL HA GRANT AMOUNT: _____

AMOUNT PREVIOUSLY PAID: _____

AMOUNT PAYABLE THIS INVOICE: _____

REMAINING BALANCE: _____

GRANT MANAGER INITIALS: _____

ATTACHMENT K

Hazards Analysis Site Visit (SV) Certification Form

2021-2022 Hazards Analysis Grant

FACILITY NAME

STREET ADDRESS, CITY & ZIP CODE

COUNTY

SERC ID #

NAME OF FACILITY REPRESENTATIVE

FACILITY REPRESENTATIVE SIGNATURE

DATE SIGNED

SITE VISIT PERFORMED BY

SITE VISIT DATE

SIGNATURE

The Individuals signing above certify that a Hazards Analysis Site Visit was conducted on the date listed above.

If a telephone update was conducted instead of site visit, please check the box.

NOTES

Check if facility representative was informed about using E-Plan for EPCRA Tier II on-line filing.
(https://erplan.net/eplan/login.htm)

ATTACHMENT L
Statement of Determination
(Check Only One)

Exempt from Reporting for Filing Year _____
(*Due to Chemicals Being Removed or Under Threshold for the Filing Year)*

Deregistration
(Facility Decommissioned)

SITE INSPECTION DATE:

FACILITY NAME:					
PHYSICAL ADDRESS, CITY & ZIP:					
LEPC:		**COUNTY:**		**SERC #**	

SECTIONS 302-303	Extremely Hazardous Substance(s) EHSs ***WERE*** present on-site during the current filing year, but only in amounts below the established Threshold Planning Quantities (TPQ). ***AS OF THIS DATE:***	**DATE**
	EHSs ***WERE*** present on-site during the during the current filing year but ***ALL WERE REMOVED AS OF THIS DATE:***	
	NO EHSs ***WERE*** present on-site during the current filing year. ***ALL EHSs WERE REMOVED AS OF THIS DATE:***	
SECTIONS 311 - 312	Extremely Hazardous Substance(s) EHSs ***WERE*** present on-site during the current filing year, but only in amounts below the established Threshold Planning Quantities (TPQ). ***AS OF THIS DATE:***	**DATE**
	EHSs ***WERE*** present on-site during the during the current filing year but ***ALL WERE REMOVED AS OF THIS DATE:***	
	NO EHSs ***WERE*** present on-site during the current filing year. ***ALL EHSs WERE REMOVED AS OF THIS DATE:***	
SECTION 313	Not within covered NAICS Codes.	
	Within covered NAICS Codes, but less than ten (10) employees.	
	Within covered NAICS Codes, but ***NO*** Section 313 chemicals ***WERE*** present on-site during the current filing year. ***ALL SECTION 313 CHEMICALS WERE REMOVED AS OF THIS DATE:***	**DATE**
	Within covered NAICS Codes, and Section 13 chemicals ***WERE*** present on-site during the current filing year, but only in amounts below the established Threshold Planning Quantities (TPQ). ***AS OF THIS DATE:***	**DATE**

OTHER	**CLOSED FACILITY** YES NO	**CHEMICALS REMOVED** YES NO	**CHEMICALS BELOW ESTABLISHED TPQs** YES NO	**FACILITY CLOSED/CHEMICALS REMOVED BY DATE:**
	NEW FACILITY YES NO	**DATE EHS(s) WERE ON-SITE:**		
		DATE EHS(s) EXCEEDED THE ESTABLISHED TPQ:		

Further Explanation if Necessary:

Certification: (*Read and Sign After Completing All Applicable Sections)*

I certify under penalty of law that I have personally examined and am familiar with the information submitted on this page, and that based on my inquiry of those individuals responsible for obtaining the information, I believe that the submitted information is true, accurate, and complete.

_____
Printed Name of Owner/Operator OR Owner/Operator's Authorized Representative

_____ _____
Signature ***Date Signed***

By signing this Form, I certify to the best of my knowledge and belief that the information reported is in accordance with the Terms and Conditions of the Hazards Analysis Agreement.

_____ _____
Signature of LEPC Coordinator/County Official or Authorized Representative ***Date Signed***

ATTACHMENT M

CLOSE-OUT REPORT FORM

2021-2022 HAZARDS ANALYSIS GRANT AGREEMENT

This form should be completed and submitted to the Division no later than sixty (60) days after termination date of the Agreement.

SUB-RECIPIENT: _____

ADDRESS: _____

GRANT # _____ **AGREEMENT AMT:** _____

For Each Deliverable, Enter the Award Amount from Attachment A - Budget and Scope of Work.

COST CATEGORY	*HA AGREEMENT DELIVERABLE AMOUNTS*	*DATE OR QUARTER COMPLETED*	*TOTAL AMOUNT PAID PER DELIVERABLE*
Deliverable 1			
Deliverable 2			
Deliverable 3			
Total Deliverables Amount:		***Total Paid for Completed Deliverables:***	

HA AGREEMENT AMOUNT:	
AMOUNT PREVIOUSLY PAID:	
UNUSED BALANCE:	

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the Terms and Conditions of the State-Funded Hazards Analysis Agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims, or otherwise as proscribed by law.

_____
Printed Name & Title

_____ _____
Preparer Signature *Date Signed*

_____ _____
Grant Manager Signature *Date Signed*

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 17, 2021

PRESENTER: **LaTosha Reiss, Emergency Management Manager**

SUBJECT/TITLE: **Approval of agreement between Highlands County and T-Mobile for tower equipment upgrades.**

STATEMENT OF ISSUE

T-Mobile is requesting to upgrade their existing equipment on a county communications tower located at 6850 W. George Blvd., Sebring, Florida. Attached for your review and approval, please find the agreement from T-Mobile.

RECOMMENDED ACTION

Move to approve agreement with T-Mobile to upgrade their existing equipment on County communications tower.

FISCAL IMPACT

No fiscal impact

Attachments: A2N3006A - Consent Letter - T-Mobile Modifications.pdf
A2N3006A_PCD_RevA_05.14.2021.pdf
irish tower.pdf

June 22, 2021

Highlands County BOCC
ATTN: County Administrator
600 South Commerce Ave.
Sebring, FL 33870

Re: T-Mobile Site #: A2N3006A
Site Address: 6850 W George Blvd., Sebring, FL 33876
Acknowledgement and Consent Letter for Modification of Antenna Facilities Project: Excalibur

To Whom It May Concern:

T-Mobile is in the process of updating certain equipment that supports its wireless telecommunications network. As part of this effort, T-Mobile will need to perform work at the above referenced Property.

Pursuant to the Lease Agreement, T-Mobile has the right to alter, replace, expand, enhance, modify or upgrade the antenna facilities at any time during the term of the Lease with landlord's approval, which cannot be unreasonably withheld, conditioned or delayed.

T-Mobile need to modify its wireless communications site. Specifically, T-Mobile is proposing the following changes all within the existing premises:

Removing 6 antennas, 9 RRHs, 6 coax cables, 3 hybrid cables, 2 equipment cabinets
Installing 6 antennas, 6 radios, 3 hybrid trunk cables, 2 equipment cabinets

T-Mobile requests that the County acknowledge this letter as notice of and consent to its proposed installation by counter-signing this were indicated and returning the signed letter.

If you have any questions, please contact Andrea Wikstrom at andrea.wikstrom@smartlinkgroup.com or 813-453-4497. Thank you for your cooperation and attention to this matter.

Sincerely,

Andrea Wikstrom
Real Estate Project Manager
Smartlink LLC
Authorized Agent for T-Mobile

Acknowledged, Accept and Agreed:

Lessor:
The Board of County Commissioners of Highlands County, Florida

By: _____

Print Name: _____

Title: _____

Date: _____

1997 Annapolis Exchange Parkway • Suite 200 • Annapolis, MD 21401
p: 888.828.5465 • f: 410.263.5470
www.smartlinkgroup.com

T-Mobile

T-MOBILE SITE NUMBER: A2N3006A
T-MOBILE SITE NAME: A2N3006A
T-MOBILE PROJECT: MARKET SWAP

SITE ADDRESS: 6850 W GEORGE BLVD. SEBRING, FL 33876
COUNTY: HIGHLANDS COUNTY
SITE TYPE: SELF-SUPPORT TOWER
TOWER HEIGHT: 170'-0"

SITE INFORMATION

SITE NAME:	A2N3006A
SITE ADDRESS:	6850 W GEORGE BLVD. SEBRING, FL 33876
COUNTY:	HIGHLANDS COUNTY
MAP/PARCEL #:	C-16-35-29-A00-0011-0000
AREA OF CONSTRUCTION:	EXISTING
LATITUDE:	27.43775000°
LONGITUDE:	-81.42156000°
LAT/LONG TYPE:	NAD83
GROUND ELEVATION:	97' AMSL
CURRENT ZONING:	R2
JURISDICTION:	HIGHLANDS COUNTY
OCCUPANCY CLASSIFICATION:	U
TYPE OF CONSTRUCTION:	IIB
A.D.A. COMPLIANCE:	FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION
PROPERTY OWNER:	BOARD OF DIRECTORS COMMISIONERS OF HIGHLANDS COUNTY FLORIDA ---- ----
TOWER OWNER:	BOARD OF DIRECTORS COMMISIONERS OF HIGHLANDS COUNTY FLORIDA - -
CARRIER/APPLICANT:	T-MOBILE 7025 AC SKINNER PARKWAY JACKSONVILLE, FL 32256

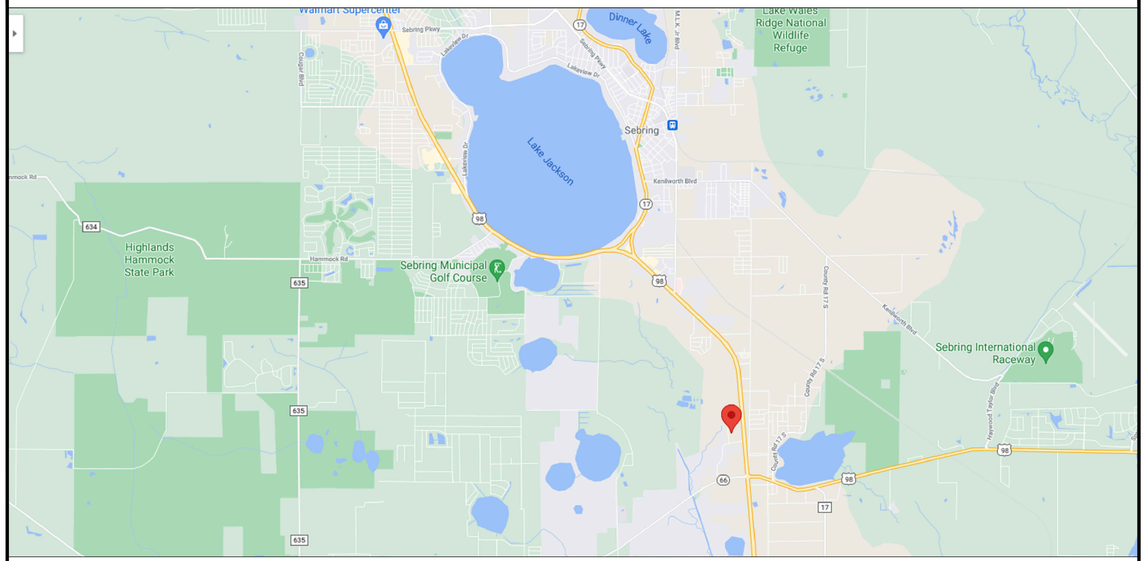
DRAWING INDEX

SHEET #	SHEET DESCRIPTION
T-1	TITLE SHEET
T-2	GENERAL NOTES
C-1.1	SITE PLAN
C-1.2	EXISTING & FINAL EQUIPMENT PLANS
C-2.1	FINAL ELEVATION PLANS
C-2.2	EXISTING & FINAL ANTENNA PLANS
C-3	EQUIPMENT DETAILS & COAX COLOR CODING
C-4	EQUIPMENT SPECS
G-1	TYPICAL FINAL GROUNDING SCHEMATIC
G-2	GROUNDING DETAILS

ALL DRAWINGS CONTAINED HEREIN ARE FORMATTED FOR 22X34. CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

CALL FLORIDA ONE CALL
(800) 432-4770
CALL 3 WORKING DAYS
BEFORE YOU DIG!

LOCATION MAP



NO SCALE

PROJECT TEAM

A&E FIRM:	IRISH TOWER 4603 BERMUDA DRIVE SUGAR LAND, TX 77479 JACOB.GORALSKI@IRISHTOWER.COM
SMARTLINK CONTACTS:	1997 ANNAPOLIS EXCHANGE PARKWAY SUITE 200 ANNAPOLIS, MD 21401 KATHERINE LEBOVITZ - PROJECT MANAGER KATHERINE.LEBOVITZ@SMARTLINKGROUP.COM ---- - CONSTRUCTION MANAGER ----

PROJECT DESCRIPTION

THE PURPOSE OF THIS PROJECT IS TO ENHANCE BROADBAND CONNECTIVITY AND CAPACITY TO THE EXISTING ELIGIBLE WIRELESS FACILITY.

ANTENNA SCOPE OF WORK:
- REMOVE (6) ANTENNAS
- REMOVE (9) RRHs
- REMOVE (6) COAX CABLES
- REMOVE (3) HYBRID CABLES
- INSTALL (6) ANTENNAS
- INSTALL (6) RADIOS
- INSTALL (3) ERICSSON HYBRID TRUNK CABLES

EQUIPMENT SCOPE OF WORK:
- REMOVE (2) EQUIPMENT CABINETS
- INSTALL (1) ERICSSON 6160 EQUIPMENT CABINET
- INSTALL (1) ERICSSON B160 BATTERY CABINET
- INSTALL (2) PSU 48 13 IN 6160 CABINET

APPLICABLE CODES/REFERENCE DOCUMENTS

ALL WORK SHALL BE PERFORMED AND MATERIALS INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES:

CODE TYPE	CODE
BUILDING	2020 FBC, 7th EDITION
MECHANICAL	2017 IMC
ELECTRICAL	2017 NEC

REFERENCE DOCUMENTS:

MOUNT ANALYSIS:	IRISH TOWER, LLC
DATED:	PENDING
RFDS REVISION:	-
DATED:	-

T-Mobile
7025 AC SKINNER PARKWAY,
JACKSONVILLE, FL 32256

smartlink
1997 Annapolis Exchange Parkway
Suite 200
Annapolis, MD 21401
410-263-5465

IRISH TOWER
GENERAL CONSTRUCTION | ENGINEERING | PROJECT MANAGEMENT
4603 Bermuda Drive, Sugar Land, TX 77479
(281) 796-2651 Irishtower.com

T-MOBILE SITE NUMBER:
A2N3006A

6850 W GEORGE BLVD.
SEBRING, FL 33876

EXISTING 170'-0"
SELF-SUPPORT TOWER

ISSUED FOR:

REV	DATE	DRWN	DESCRIPTION	DES./QA
A	05/14/2021	JRR	PRELIMINARY CDs	JRG

THIS DOCUMENT IS PRELIMINARY IN NATURE AND IS NOT A FINAL, SIGNED AND SEALED DOCUMENT

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

SHEET NUMBER: T-1
REVISION: A

GENERAL NOTES:

1. FOR THE PURPOSE OF CONSTRUCTION DRAWING, THE FOLLOWING DEFINITIONS SHALL APPLY:
   CONTRACTOR: GENERAL CONTRACTOR RESPONSIBLE FOR CONSTRUCTION
   CARRIER: T-MOBILE
   TOWER OWNER: BOARD OF DIRECTORS COMMISIONERS OF HIGHLANDS COUNTY FLORIDA
2. THESE DRAWINGS HAVE BEEN PREPARED USING STANDARDS OF PROFESSIONAL CARE AND COMPLETENESS NORMALLY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY REPUTABLE ENGINEERS IN THIS OR SIMILAR LOCALITIES. IT IS ASSUMED THAT THE WORK DEPICTED WILL BE PERFORMED BY AN EXPERIENCED CONTRACTOR AND/OR WORKPEOPLE WHO HAVE A WORKING KNOWLEDGE OF THE APPLICABLE CODE STANDARDS AND REQUIREMENTS AND OF INDUSTRY ACCEPTED STANDARD GOOD PRACTICE. AS NOT EVERY CONDITION OR ELEMENT IS (OR CAN BE) EXPLICITLY SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL USE INDUSTRY ACCEPTED STANDARD GOOD PRACTICE FOR MISCELLANEOUS WORK NOT EXPLICITLY SHOWN.
3. THESE DRAWINGS REPRESENT THE FINISHED STRUCTURE. THEY DO NOT INDICATE THE MEANS OR METHODS OF CONSTRUCTION. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES. THE CONTRACTOR SHALL PROVIDE ALL MEASURES NECESSARY FOR PROTECTION OF LIFE AND PROPERTY DURING CONSTRUCTION. SUCH MEASURES SHALL INCLUDE, BUT NOT BE LIMITED TO, BRACING, FORMWORK, SHORING, ETC. SITE VISITS BY THE ENGINEER OR HIS REPRESENTATIVE WILL NOT INCLUDE INSPECTION OF THESE ITEMS AND IS FOR STRUCTURAL OBSERVATION OF THE FINISHED STRUCTURE ONLY.
4. NOTES AND DETAILS IN THE CONSTRUCTION DRAWINGS SHALL TAKE PRECEDENCE OVER GENERAL NOTES AND TYPICAL DETAILS. WHERE NO DETAILS ARE SHOWN, CONSTRUCTION SHALL CONFORM TO SIMILAR WORK ON THE PROJECT, AND/OR AS PROVIDED FOR IN THE CONTRACT DOCUMENTS. WHERE DISCREPANCIES OCCUR BETWEEN PLANS, DETAILS, GENERAL NOTES, AND SPECIFICATIONS, THE GREATER, MORE STRICT REQUIREMENTS, SHALL GOVERN. IF FURTHER CLARIFICATION IS REQUIRED CONTACT THE ENGINEER OF RECORD.
5. SUBSTANTIAL EFFORT HAS BEEN MADE TO PROVIDE ACCURATE DIMENSIONS AND MEASUREMENTS ON THE DRAWINGS TO ASSIST IN THE FABRICATION AND/OR PLACEMENT OF CONSTRUCTION ELEMENTS BUT IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO FIELD VERIFY THE DIMENSIONS, MEASUREMENTS, AND/OR CLEARANCES SHOWN IN THE CONSTRUCTION DRAWINGS PRIOR TO FABRICATION OR CUTTING OF ANY NEW OR EXISTING CONSTRUCTION ELEMENTS. IF IT IS DETERMINED THAT THERE ARE DISCREPANCIES AND/OR CONFLICTS WITH THE CONSTRUCTION DRAWINGS THE ENGINEER OF RECORD IS TO BE NOTIFIED AS SOON AS POSSIBLE.
6. PRIOR TO THE SUBMISSION OF BIDS, THE BIDDING CONTRACTOR SHALL VISIT THE CELL SITE TO FAMILIARIZE WITH THE EXISTING CONDITIONS AND TO CONFIRM THAT THE WORK CAN BE ACCOMPLISHED AS SHOWN ON THE CONSTRUCTION DRAWINGS. ANY DISCREPANCY FOUND SHALL BE BROUGHT TO THE ATTENTION OF CROWN CASTLE.
7. ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS AND ORDINANCES. CONTRACTOR SHALL ISSUE ALL APPROPRIATE NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF THE WORK. ALL WORK CARRIED OUT SHALL COMPLY WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS AND LOCAL JURISDICTIONAL CODES, ORDINANCES AND APPLICABLE REGULATIONS.
8. UNLESS NOTED OTHERWISE, THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS.
9. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.
10. IF THE SPECIFIED EQUIPMENT CAN NOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION FOR APPROVAL BY THE CARRIER AND CROWN CASTLE PRIOR TO PROCEEDING WITH ANY SUCH CHANGE OF INSTALLATION.
11. CONTRACTOR IS TO PERFORM A SITE INVESTIGATION AND IS TO DETERMINE THE BEST ROUTING OF ALL CONDUITS FOR POWER, AND TELCO AND FOR GROUNDING CABLES AS SHOWN IN THE POWER, TELCO, AND GROUNDING PLAN DRAWINGS.
12. THE CONTRACTOR SHALL PROTECT EXISTING IMPROVEMENTS, PAVEMENTS, CURBS, LANDSCAPING AND STRUCTURES. ANY DAMAGED PART SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE TO THE SATISFACTION OF CROWN CASTLE USA INC.
13. CONTRACTOR SHALL LEGALLY AND PROPERLY DISPOSE OF ALL SCRAP MATERIALS SUCH AS COAXIAL CABLES AND OTHER ITEMS REMOVED FROM THE EXISTING FACILITY. ANTENNAS REMOVED SHALL BE RETURNED TO THE OWNER'S DESIGNATED LOCATION.
14. CONTRACTOR SHALL LEAVE PREMISES IN CLEAN CONDITION. TRASH AND DEBRIS SHOULD BE REMOVED FROM SITE ON A DAILY BASIS.

CONCRETE, FOUNDATIONS, AND REINFORCING STEEL:

1. ALL CONCRETE WORK SHALL BE IN ACCORDANCE WITH THE ACI 301, ACI 318, ACI 336, ASTM A184, ASTM A185 AND THE DESIGN AND CONSTRUCTION SPECIFICATION FOR CAST-IN-PLACE CONCRETE.
2. UNLESS NOTED OTHERWISE, SOIL BEARING PRESSURE USED FOR DESIGN OF SLABS AND FOUNDATIONS IS ASSUMED TO BE 1000 psf.
3. ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH (f'c) OF 3000 psi AT 28 DAYS, UNLESS NOTED OTHERWISE. NO MORE THAN 90 MINUTES SHALL ELAPSE FROM BATCH TIME TO TIME OF PLACEMENT UNLESS APPROVED BY THE ENGINEER OF RECORD. TEMPERATURE OF CONCRETE SHALL NOT EXCEED 90'f AT TIME OF PLACEMENT.
4. CONCRETE EXPOSED TO FREEZE-THAW CYCLES SHALL CONTAIN AIR ENTRAINING ADMIXTURES. AMOUNT OF AIR ENTRAINMENT TO BE BASED ON SIZE OF AGGREGATE AND F3 CLASS EXPOSURE (VERY SEVERE). CEMENT USED TO BE TYPE II PORTLAND CEMENT WITH A MAXIMUM WATER-TO-CEMENT RATIO (W/C) OF 0.45.
5. ALL STEEL REINFORCING SHALL CONFORM TO ASTM A615. ALL WELDED WIRE FABRIC (WWF) SHALL CONFORM TO ASTM A185. ALL SPLICES SHALL BE CLASS "B" TENSION SPLICES, UNLESS NOTED OTHERWISE. ALL HOOKS SHALL BE STANDARD 90 DEGREE HOOKS, UNLESS NOTED OTHERWISE. YIELD STRENGTH (Fy) OF STANDARD DEFORMED BARS ARE AS FOLLOWS:
   #4 BARS AND SMALLER . . . . . 40 ksi
   #5 BARS AND LARGER . . . . . 60 ksi
6. THE FOLLOWING MINIMUM CONCRETE COVER SHALL BE PROVIDED FOR REINFORCING STEEL UNLESS SHOWN OTHERWISE ON DRAWINGS:
   CONCRETE CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH. . . . . .3"
   CONCRETE EXPOSED TO EARTH OR WEATHER:
   #6 BARS AND LARGER . . . . . 2"
   #5 BARS AND SMALLER . . . . . 1-1/2"
   CONCRETE NOT EXPOSED TO EARTH OR WEATHER:
   SLAB AND WALLS . . . . . .3/4"
   BEAMS AND COLUMNS . . . . . 1-1/2"
7. A TOOLED EDGE OR A 3/4" CHAMFER SHALL BE PROVIDED AT ALL EXPOSED EDGES OF CONCRETE, UNLESS NOTED OTHERWISE, IN ACCORDANCE WITH ACI 301 SECTION 4.2.4.

GREENFIELD GROUNDING NOTES:

1. ALL GROUND ELECTRODE SYSTEMS (INCLUDING TELECOMMUNICATION, RADIO, LIGHTNING PROTECTION AND AC POWER GES'S) SHALL BE BONDED TOGETHER AT OR BELOW GRADE, BY TWO OR MORE COPPER BONDING CONDUCTORS IN ACCORDANCE WITH THE NEC.
2. THE CONTRACTOR SHALL PERFORM IEEE FALL-OF-POTENTAL RESISTANCE TO EARTH TESTING (PER IEEE 1100 AND 81) FOR GROUND ELECTRODE SYSTEMS, THE CONTRACTOR SHALL FURNISH AND INSTALL SUPPLEMENTAL GROUND ELECTRODES AS NEEDED TO ACHIEVE A TEST RESULT OF 5 OHMS OR LESS.
3. THE CONTRACTOR IS RESPONSIBLE FOR PROPERLY SEQUENCING GROUNDING AND UNDERGROUND CONDUIT INSTALLATION AS TO PREVENT ANY LOSS OF CONTINUITY IN THE GROUNDING SYSTEM OR DAMAGE TO THE CONDUIT AND PROVIDE TESTING RESULTS.
4. METAL CONDUIT AND TRAY SHALL BE GROUNDED AND MADE ELECTRICALLY CONTINUOUS WITH LISTED BONDING FITTINGS OR BY BONDING ACROSS THE DISCONTINUITY WITH #6 COPPER WIRE UL APPROVED GROUNDING TYPE CONDUIT CLAMPS.
5. METAL RACEWAY SHALL NOT BE USED AS THE NEC REQUIRED EQUIPMENT GROUND CONDUCTOR. STRANDED COPPER CONDUCTORS WITH GREEN INSULATION, SIZED IN ACCORDANCE WITH THE NEC, SHALL BE FURNISHED AND INSTALLED WITH THE POWER CIRCUITS TO BTS EQUIPMENT.
6. EACH CABINET FRAME SHALL BE DIRECTLY CONNECTED TO THE MASTER GROUND BAR WITH GREEN INSULATED SUPPLEMENTAL EQUIPMENT GROUND WIRES, #6 STRANDED COPPER OR LARGER FOR INDOOR BTS; #2 BARE SOLID TINNED COPPER FOR OUTDOOR BTS.
7. CONNECTIONS TO THE GROUND BUS SHALL NOT BE DOUBLED UP OR STACKED BACK TO BACK CONNECTIONS ON OPPOSITE SIDE OF THE GROUND BUS ARE PERMITTED.
8. ALL EXTERIOR GROUND CONDUCTORS BETWEEN EQUIPMENT/GROUND BARS AND THE GROUND RING SHALL BE #2 SOLID TINNED COPPER UNLESS OTHERWISE INDICATED.
9. ALUMINUM CONDUCTOR OR COPPER CLAD STEEL CONDUCTOR SHALL NOT BE USED FOR GROUNDING CONNECTIONS.
10. USE OF 90° BENDS IN THE PROTECTION GROUNDING CONDUCTORS SHALL BE AVOIDED WHEN 45° BENDS CAN BE ADEQUATELY SUPPORTED.
11. EXOTHERMIC WELDS SHALL BE USED FOR ALL GROUNDING CONNECTIONS BELOW GRADE.
12. ALL GROUND CONNECTIONS ABOVE GRADE (INTERIOR AND EXTERIOR) SHALL BE FORMED USING HIGH PRESS CRIMPS.
13. COMPRESSION GROUND CONNECTIONS MAY BE REPLACED BY EXOTHERMIC WELD CONNECTIONS.
14. ICE BRIDGE BONDING CONDUCTORS SHALL BE EXOTHERMICALLY BONDED OR BOLTED TO THE BRIDGE AND THE TOWER GROUND BAR.
15. APPROVED ANTIOXIDANT COATINGS (i.e. CONDUCTIVE GEL OR PASTE) SHALL BE USED ON ALL COMPRESSION AND BOLTED GROUND CONNECTIONS.
16. ALL EXTERIOR GROUND CONNECTIONS SHALL BE COATED WITH A CORROSION RESISTANT MATERIAL.
17. MISCELLANEOUS ELECTRICAL AND NON-ELECTRICAL METAL BOXES, FRAMES AND SUPPORTS SHALL BE BONDED TO THE GROUND RING, IN ACCORDANCE WITH THE NEC.
18. BOND ALL METALLIC OBJECTS WITHIN 6 ft OF MAIN GROUND RING WITH (1) #2 BARE SOLID TINNED COPPER GROUND CONDUCTOR.
19. GROUND CONDUCTORS USED FOR THE FACILITY GROUNDING AND LIGHTNING PROTECTION SYSTEMS SHALL NOT BE ROUTED THROUGH METALLIC OBJECTS THAT FORM A RING AROUND THE CONDUCTOR, SUCH AS METALLIC CONDUITS, METAL SUPPORT CLIPS OR SLEEVES THROUGH WALLS OR FLOORS. WHEN IT IS REQUIRED TO BE HOUSED IN CONDUIT TO MEET CODE REQUIREMENTS OR LOCAL CONDITIONS, NON-METALLIC MATERIAL SUCH AS PVC CONDUIT SHALL BE USED. WHERE USE OF METAL CONDUIT IS UNAVOIDABLE (i.e., NONMETALLIC CONDUIT PROHIBITED BY LOCAL CODE) THE GROUND CONDUCTOR SHALL BE BONDED TO EACH END OF THE METAL CONDUIT.
20. ALL GROUNDS THAT TRANSITION FROM BELOW GRADE TO ABOVE GRADE MUST BE #2 BARE SOLID TINNED COPPER IN 3/4" NON-METALLIC, FLEXIBLE CONDUIT FROM 24" BELOW GRADE TO WITHIN 3" TO 6" OF CAD-WELD TERMINATION POINT. THE EXPOSED END OF THE CONDUIT MUST BE SEALED WITH SILICONE CAULK. (ADD TRANSITIONING GROUND STANDARD DETAIL AS WELL).
21. BUILDINGS WHERE THE MAIN GROUNDING CONDUCTORS ARE REQUIRED TO BE ROUTED TO GRADE, THE CONTRACTOR SHALL ROUTE TWO GROUNDING CONDUCTORS FROM THE ROOFTOP, TOWERS, AND WATER TOWERS GROUNDING RING, TO THE EXISTING GROUNDING SYSTEM, THE GROUNDING CONDUCTORS SHALL NOT BE SMALLER THAN 2/0 COPPER. ROOFTOP GROUNDING RING SHALL BE BONDED TO THE EXISTING GROUNDING SYSTEM, THE BUILDING STEEL COLUMNS, LIGHTNING PROTECTION SYSTEM, AND BUILDING MAIN WATER LINE (FERROUS OR NONFERROUS METAL PIPING ONLY).

ELECTRICAL INSTALLATION NOTES:

1. ALL ELECTRICAL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS, NEC AND ALL APPLICABLE FEDERAL, STATE, AND LOCAL CODES/ORDINANCES.
2. CONDUIT ROUTINGS ARE SCHEMATIC. CONTRACTOR SHALL INSTALL CONDUITS SO THAT ACCESS TO EQUIPMENT IS NOT BLOCKED AND TRIP HAZARDS ARE ELIMINATED.
3. WIRING, RACEWAY AND SUPPORT METHODS AND MATERIALS SHALL COMPLY WITH THE REQUIREMENTS OF THE NEC.
4. ALL CIRCUITS SHALL BE SEGREGATED AND MAINTAIN MINIMUM CABLE SEPARATION AS REQUIRED BY THE NEC.
   4.1. ALL EQUIPMENT SHALL BEAR THE UNDERWRITERS LABORATORIES LABEL OF APPROVAL, AND SHALL CONFORM TO REQUIREMENT OF THE NATIONAL ELECTRICAL CODE.
   4.2. ALL OVERCURRENT DEVICES SHALL HAVE AN INTERRUPTING CURRENT RATING THAT SHALL BE GREATER THAN THE SHORT CIRCUIT CURRENT TO WHICH THEY ARE SUBJECTED, 22,000 AIC MINIMUM. VERYIFY AVAILABLE SHORT CIRCUIT CURRENT DOES NOT EXCEED THE RATING OF ELECTRICAL EQUIPMENT IN ACCORDANCE WITH ARTICLE 110.24 NEC OR THE MOST CURRENT ADOPTED CODE PRE THE GOVERNING JURISDICTION.
5. EACH END OF EVERY POWER PHASE CONDUCTOR, GROUNDING CONDUCTOR, AND TELCO CONDUCTOR OR CABLE SHALL BE LABELED WITH COLOR-CODED INSULATION OR ELECTRICAL TAPE (3M BRAND, 1/2" PLASTIC ELECTRICAL TAPE WITH UV PROTECTION, OR EQUAL). THE IDENTIFICATION METHOD SHALL CONFORM WITH NEC AND OSHA.
6. ALL ELECTRICAL COMPONENTS SHALL BE CLEARLY LABELED WITH LAMICOID TAGS SHOWING THEIR RATED VOLTAGE, PHASE CONFIGURATION, WIRE CONFIGURATION, POWER OR AMPACITY RATING AND BRANCH CIRCUIT ID NUMBERS (i.e. PANEL BOARD AND CIRCUIT ID'S).
7. PANEL BOARDS (ID NUMBERS) SHALL BE CLEARLY LABELED WITH PLASTIC LABELS.
8. ALL TIE WRAPS SHALL BE CUT FLUSH WITH APPROVED CUTTING TOOL TO REMOVE SHARP EDGES.
9. ALL POWER AND EQUIPMENT GROUND WIRING IN TUBING OR CONDUIT SHALL BE SINGLE COPPER CONDUCTOR (#14 OR LARGER) WITH TYPE THHW, THWN, THWN-2, XHHW, XHHW-2, THW, THW-2, RHW, OR RHW-2 INSULATION UNLESS OTHERWISE SPECIFIED.
10. SUPPLEMENTAL EQUIPMENT GROUND WIRING LOCATED INDOORS SHALL BE SINGLE COPPER CONDUCTOR (#6 OR LARGER) WITH TYPE THHW, THWN, THWN-2, XHHW, XHHW-2, THW, THW-2, RHW, OR RHW-2 INSULATION UNLESS OTHERWISE SPECIFIED.
11. POWER AND CONTROL WIRING IN FLEXIBLE CORD SHALL BE MULTI-CONDUCTOR, TYPE SOOW CORD (#14 OR LARGER) UNLESS OTHERWISE SPECIFIED.
12. POWER AND CONTROL WIRING FOR USE IN CABLE TRAY SHALL BE MULTI-CONDUCTOR, TYPE TC CABLE (#14 OR LARGER), WITH TYPE THHW, THWN, THWN-2, XHHW, XHHW-2, THW, THW-2, RHW, OR RHW-2 INSULATION UNLESS OTHERWISE SPECIFIED.
13. ALL POWER AND GROUNDING CONNECTIONS SHALL BE CRIMP-STYLE, COMPRESSION WIRE LUGS AND WIRE NUTS BY THOMAS AND BETTS (OR EQUAL). LUGS AND WIRE NUTS SHALL BE RATED FOR OPERATION NOT LESS THAN 75° C (90° C IF AVAILABLE).
14. RACEWAY AND CABLE TRAY SHALL BE LISTED OR LABELED FOR ELECTRICAL USE IN ACCORDANCE WITH NEMA, UL, ANSI/IEEE AND NEC.
15. ELECTRICAL METALLIC TUBING (EMT), INTERMEDIATE METAL CONDUIT (IMC), OR RIGID METAL CONDUIT (RMC) SHALL BE USED FOR EXPOSED INDOOR LOCATIONS.
16. ELECTRICAL METALLIC TUBING (EMT) OR METAL-CLAD CABLE (MC) SHALL BE USED FOR CONCEALED INDOOR LOCATIONS.
17. SCHEDULE 40 PVC UNDERGROUND ON STRAIGHTS AND SCHEDULE 80 PVC FOR ALL ELBOWS/90s AND ALL APPROVED ABOVE GRADE PVC CONDUIT.
18. LIQUID-TIGHT FLEXIBLE METALLIC CONDUIT (LIQUID-TITE FLEX) SHALL BE USED INDOORS AND OUTDOORS, WHERE VIBRATION OCCURS OR FLEXIBILITY IS NEEDED.
19. CONDUIT AND TUBING FITTINGS SHALL BE THREADED OR COMPRESSION-TYPE AND APPROVED FOR THE LOCATION USED. SET SCREW FITTINGS ARE NOT ACCEPTABLE.
20. CABINETS, BOXES AND WIRE WAYS SHALL BE LABELED FOR ELECTRICAL USE IN ACCORDANCE WITH NEMA, UL, ANSI/IEEE AND THE NEC.
21. WIREWAYS SHALL BE METAL WITH AN ENAMEL FINISH AND INCLUDE A HINGED COVER, DESIGNED TO SWING OPEN DOWNWARDS (WIREMOLD SPECMATE WIREWAY).
22. SLOTTED WIRING DUCT SHALL BE PVC AND INCLUDE COVER (PANDUIT TYPE E OR EQUAL).
23. CONDUITS SHALL BE FASTENED SECURELY IN PLACE WITH APPROVED NON-PERFORATED STRAPS AND HANGERS. EXPLOSIVE DEVICES (i.e. POWDER-ACTUATED) FOR ATTACHING HANGERS TO STRUCTURE WILL NOT BE PERMITTED. CLOSELY FOLLOW THE LINES OF THE STRUCTURE, MAINTAIN CLOSE PROXIMITY TO THE STRUCTURE AND KEEP CONDUITS IN TIGHT ENVELOPES. CHANGES IN DIRECTION TO ROUTE AROUND OBSTACLES SHALL BE MADE WITH CONDUIT OUTLET BODIES. CONDUIT SHALL BE INSTALLED IN A NEAT AND WORKMANLIKE MANNER. PARALLEL AND PERPENDICULAR TO STRUCTURE WALL AND CEILING LINES. ALL CONDUIT SHALL BE FISHED TO CLEAR OBSTRUCTIONS. ENDS OF CONDUITS SHALL BE TEMPORARILY CAPPED FLUSH TO FINISH GRADE TO PREVENT CONCRETE, PLASTER OR DIRT FROM ENTERING. CONDUITS SHALL BE RIGIDLY CLAMPED TO BOXES BY GALVANIZED MALLEABLE IRON BUSHING ON INSIDE AND GALVANIZED MALLEABLE IRON LOCKNUT ON OUTSIDE AND INSIDE.
24. EQUIPMENT CABINETS, TERMINAL BOXES, JUNCTION BOXES AND PULL BOXES SHALL BE GALVANIZED OR EPOXY-COATED SHEET STEEL. SHALL MEET OR EXCEED UL 50 AND BE RATED NEMA 1 (OR BETTER) FOR INTERIOR LOCATIONS AND NEMA 3R (OR BETTER) FOR EXTERIOR LOCATIONS.
25. METAL RECEPTACLE, SWITCH AND DEVICE BOXES SHALL BE GALVANIZED, EPOXY-COATED OR NON-CORRODING; SHALL MEET OR EXCEED UL 514A AND NEMA OS 1 AND BE RATED NEMA 1 (OR BETTER) FOR INTERIOR LOCATIONS AND WEATHER PROTECTED (WP OR BETTER) FOR EXTERIOR LOCATIONS.
26. NONMETALLIC RECEPTACLE, SWITCH AND DEVICE BOXES SHALL MEET OR EXCEED NEMA OS 2 (NEWEST REVISION) AND BE RATED NEMA 1 (OR BETTER) FOR INTERIOR LOCATIONS AND WEATHER PROTECTED (WP OR BETTER) FOR EXTERIOR LOCATIONS.
27. THE CONTRACTOR SHALL NOTIFY AND OBTAIN NECESSARY AUTHORIZATION FROM THE CARRIER AND/OR CROWN CASTLE USA INC. BEFORE COMMENCING WORK ON THE AC POWER DISTRIBUTION PANELS.
28. THE CONTRACTOR SHALL PROVIDE NECESSARY TAGGING ON THE BREAKERS, CABLES AND DISTRIBUTION PANELS IN ACCORDANCE WITH THE APPLICABLE CODES AND STANDARDS TO SAFEGUARD LIFE AND PROPERTY.
29. INSTALL LAMICOID LABEL ON THE METER CENTER TO SHOW "T-MOBILE".
30. ALL EMPTY/SPARE CONDUITS THAT ARE INSTALLED ARE TO HAVE A METERED MULE TAPE PULL CORD INSTALLED.

CONDUCTOR COLOR CODE

SYSTEM	CONDUCTOR	COLOR
120/240V, 1Ø	A PHASE	BLACK
	B PHASE	RED
	NEUTRAL	WHITE
	GROUND	GREEN
120/208V, 3Ø	A PHASE	BLACK
	B PHASE	RED
	C PHASE	BLUE
	NEUTRAL	WHITE
	GROUND	GREEN
277/480V, 3Ø	A PHASE	BROWN
	B PHASE	ORANGE OR PURPLE
	C PHASE	YELLOW
	NEUTRAL	GREY
	GROUND	GREEN
DC VOLTAGE	POS (+)	RED**
	NEG (-)	BLACK**

* SEE NEC 210.5(C)(1) AND (2)
** POLARITY MARKED AT TERMINATION

APWA UNIFORM COLOR CODE:

WHITE	PROPOSED EXCAVATION
PINK	TEMPORARY SURVEY MARKINGS
RED	ELECTRIC POWER LINES, CABLES, CONDUIT, AND LIGHTING CABLES
YELLOW	GAS, OIL, STEAM, PETROLEUM, OR GASEOUS MATERIALS
ORANGE	COMMUNICATION, ALARM OR SIGNAL LINES, CABLES, OR CONDUIT AND TRAFFIC LOOPS
BLUE	POTABLE WATER
PURPLE	RECLAIMED WATER, IRRIGATION, AND SLURRY LINES
GREEN	SEWERS AND DRAIN LINES

ABBREVIATIONS:

ANT	ANTENNA
(E)	EXISTING
FIF	FACILITY INTERFACE FRAME
GEN	GENERATOR
GPS	GLOBAL POSITIONING SYSTEM
GSM	GLOBAL SYSTEM FOR MOBILE
LTE	LONG TERM EVOLUTION
MGB	MASTER GROUND BAR
MW	MICROWAVE
(N)	NEW
NEC	NATIONAL ELECTRIC CODE
(P)	PROPOSED
PP	POWER PLANT
QTY	QUANTITY
RECT	RECTIFIER
RBS	RADIO BASE STATION
RET	REMOTE ELECTRIC TILT
RFDS	RADIO FREQUENCY DATA SHEET
RRH	REMOTE RADIO HEAD
RRU	REMOTE RADIO UNIT
SIAD	SMART INTEGRATED DEVICE
TMA	TOWER MOUNTED AMPLIFIER
TYP	TYPICAL
UMTS	UNIVERSAL MOBILE TELECOMMUNICATIONS SYSTEM
W.P.	WORK POINT

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IRISH TOWER
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4603 Bermuda Drive, Sugar Land, TX 77479
(281) 796-2651 Irishtower.com

T-MOBILE SITE NUMBER:
A2N3006A

6850 W GEORGE BLVD.
SEBRING, FL 33876

EXISTING 170'-0"
SELF-SUPPORT TOWER

ISSUED FOR:

REV	DATE	DRWN	DESCRIPTION	DES./QA
A	05/14/2021	JRR	PRELIMINARY CDs	JRG

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SHEET NUMBER: T-2

REVISION: A

GENERAL NOTES:

1. SUBJECT PROPERTY IS KNOWN AS PARCEL PIN, AS SHOWN ON THE JURISDICTION WEBSITE, AND IS SITUATED AT ADDRESS 1 ADDRESS 2.
2. THIS SITE DESIGN HAS BEEN PREPARED WITHOUT THE BENEFIT OF AN AS-BUILT SURVEY. SLIGHT VARIATIONS MAY EXIST BETWEEN THIS SITE PLAN AND TRUE DIMENSIONS IN THE FIELD. THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS.
3. THE GENERAL CONTRACTOR MUST VERIFY ALL DIMENSIONS, CONDITIONS, AND ELEVATIONS BEFORE STARTING WORK. ALL DISCREPANCIES SHALL BE CALLED TO THE ATTENTION OF THE ENGINEER AND SHALL BE RESOLVED BEFORE PROCEEDING WITH THE WORK. ALL WORK SHALL BE PERFORMED IN A WORKMANLIKE MANNER IN ACCORDANCE WITH ACCEPTED CONSTRUCTION PRACTICES.

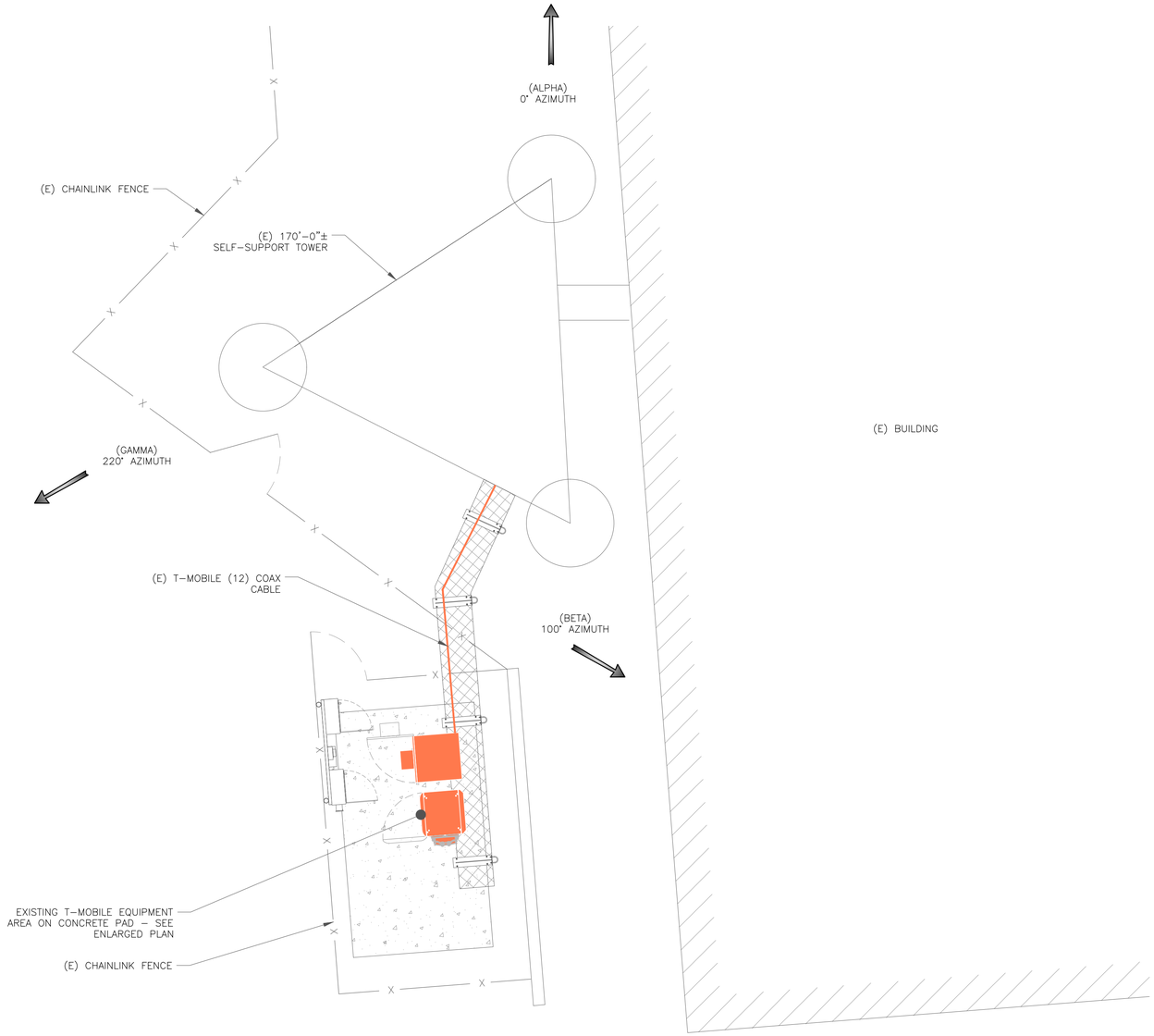
T-MOBILE STANDARD SAFETY COMPLIANCE NOTES:

AS OUTLINED BELOW, THE CONTRACTOR SHALL INSPECT THE T-MOBILE EQUIPMENT AREA AND ACCESS PATHS TO THE EQUIPMENT FOR OSHA VIOLATIONS. VIOLATIONS SHALL BE CORRECTED. DISCREPANCIES OR QUESTIONS REGARDING THE OSHA SCOPE OF WORK SHALL BE DIRECTED TO THE T-MOBILE CM.

1. RF RADIATION SIGNS SHALL BE INSTALLED AT ROOFTOP DOORS AND EACH SECTOR.
2. HOLES IN PLATFORM WALKING SURFACES SHALL BE COVERED AND SECURED WITH CARRIAGE BOLTS.
3. SECURE ALL NEW COAX AND CABLES WITH SNAP BLOCKS: 3' INCREMENTS FOR HORIZONTAL RUNS AND 4' INCREMENTS FOR VERTICAL RUNS.
4. INSTALL A NON-SLIP PATH LEADING TO THE T-MOBILE LEASE AREA.
5. HANDRAILS SHALL BE INSTALLED WITHIN 15' OF WORKING/WALKING SURFACES WHEN THE PARAPET OR THE EXPOSED WALKING EDGES RAILING IS LESS THAN 42" ABOVE WALKING EDGE.
6. TRIP HAZARDS NEAR WORKING/WALKING SURFACES SHALL BE MARKED WITH HIGH VISIBILITY AND PAINT OR TAPE.
7. INSTALL A CROSSOVER STAIR WHEN OBSTRUCTIONS PREVENT A DIRECT WALKING PATH TO THE T-MOBILE LEASE AREA.
8. PLATFORM LADDERS SHALL HAVE A CHAIN AT THE TOP WHICH CAN BE SECURED TO PREVENT ACCIDENTAL FALLS.
9. OVERHEAD OBSTRUCTIONS NEAR WORKING AND WALKING SURFACES THAT REQUIRE A PERSON TO DUCK NEED HIGH VISIBILITY PAINT OR TAPE.
10. LIGHTS NEAR THE ROOFTOP DOOR AND OR LEASE AREA SHALL BE VERIFIED AND MADE FUNCTIONAL FOR AFTER-HOURS WORK.
11. THERE SHOULD BE NO SCREWS THAT CAUSE A PENETRATIONS INTO ANY CABINETS THAT ARE NOT FACTORY PROVIDED.
12. THE CONTRACTOR SHALL PAINT ANTENNAS TO MATCH THE BUILDING ON ROOFTOP SITES.
13. VERIFY THAT THE BACK OF THE BATTERY CABINETS SHALL HAVE AT LEAST 24" CLEARANCE AND A LABEL THAT SAYS "TWO-PERSON LIFT".

.\SITE WALK PHOTOS 3.18.21\Photo Mar 18, 12 34 14.jpg

2 EXISTING SITE EQUIPMENT PHOTO
SCALE:



1 SITE PLAN
SCALE: 2' 1' 0 2' 1/2"=1'-0" (FULL SIZE) 1/4"=1'-0" (11x17)

N

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4603 Bermuda Drive, Sugar Land, TX 77479
(281) 796-2651 Irishtower.com

T-MOBILE SITE NUMBER:
A2N3006A

6850 W GEORGE BLVD.
SEBRING, FL 33876

EXISTING 170'-0"
SELF-SUPPORT TOWER

ISSUED FOR:

REV	DATE	DRWN	DESCRIPTION	DES./QA
A	05/14/2021	JRR	PRELIMINARY CDs	JRG

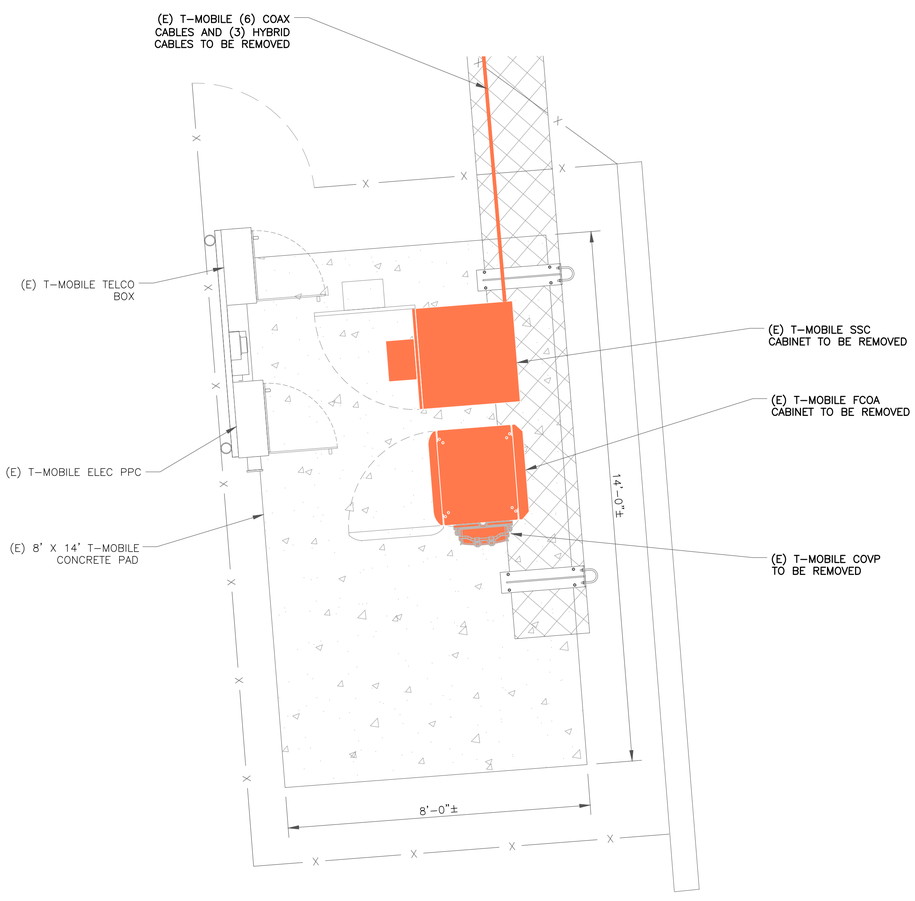
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SHEET NUMBER: C-1.1
REVISION: A

EQUIPMENT LEGEND:

- EXISTING
- TO BE RELOCATED/REMOVED
- NEW



1 EXISTING EQUIPMENT PLAN

SCALE: 0 6" 1' — 1–1/2"=1'–0" (FULL SIZE), 3/4"=1'–0" (11x17)

N

INSTALLER NOTE:

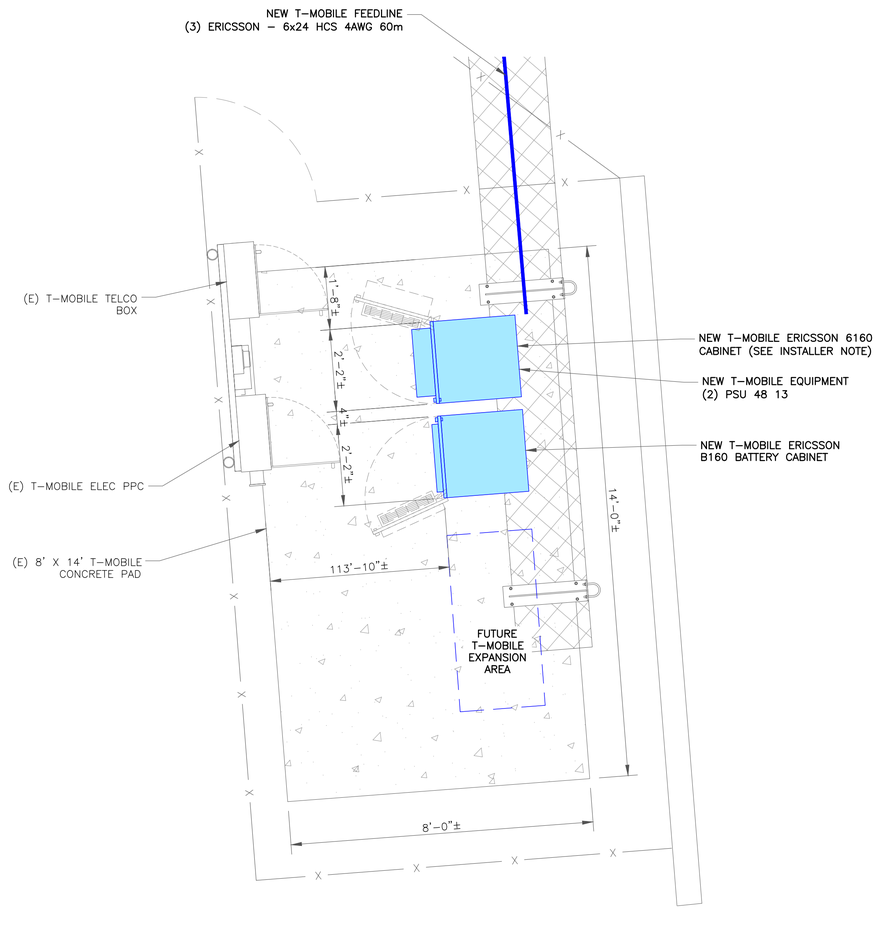
GC TO REFRENCE ERICSSON 6160 AND B160 SPEC SHEETS (NOT ATTACHED)

CONDUITS MUST BE RAN AROUND THE EDGE OF THE PAD OR BE BURIED OR RAN UNDER PLATFORM AND SECURED PROPERLY. USE EMT CONDUIT WITH CAUTION TAPE FROM THE EDGE TO IN BETWEEN THE CABINETS FROM BEHIND.

GC TO INSURE NO OBSTRUCTIONS BEHIND 6160/B160 FOR PROPER SAFE REMOVAL OF REAR DOOR. UNISTRUT UP TO INCLUDING ICE BRIDGE TO BE REMOVED TO INSURE DOOR CLEARANCE.

GC TO ENSURE NO OBSTRUCTIONS OR TRIP HAZARDS ON EQUIPMENT PLATFORM/PAD.

GC TO INSTALL LED SECURITY LIGHTS W/ 4 HOUR TIMER FACING EQUIPMENT.



2 FINAL EQUIPMENT PLAN

SCALE: 0 6" 1' — 1–1/2"=1'–0" (FULL SIZE), 3/4"=1'–0" (11x17)

N

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6850 W GEORGE BLVD.
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EXISTING 170'-0"
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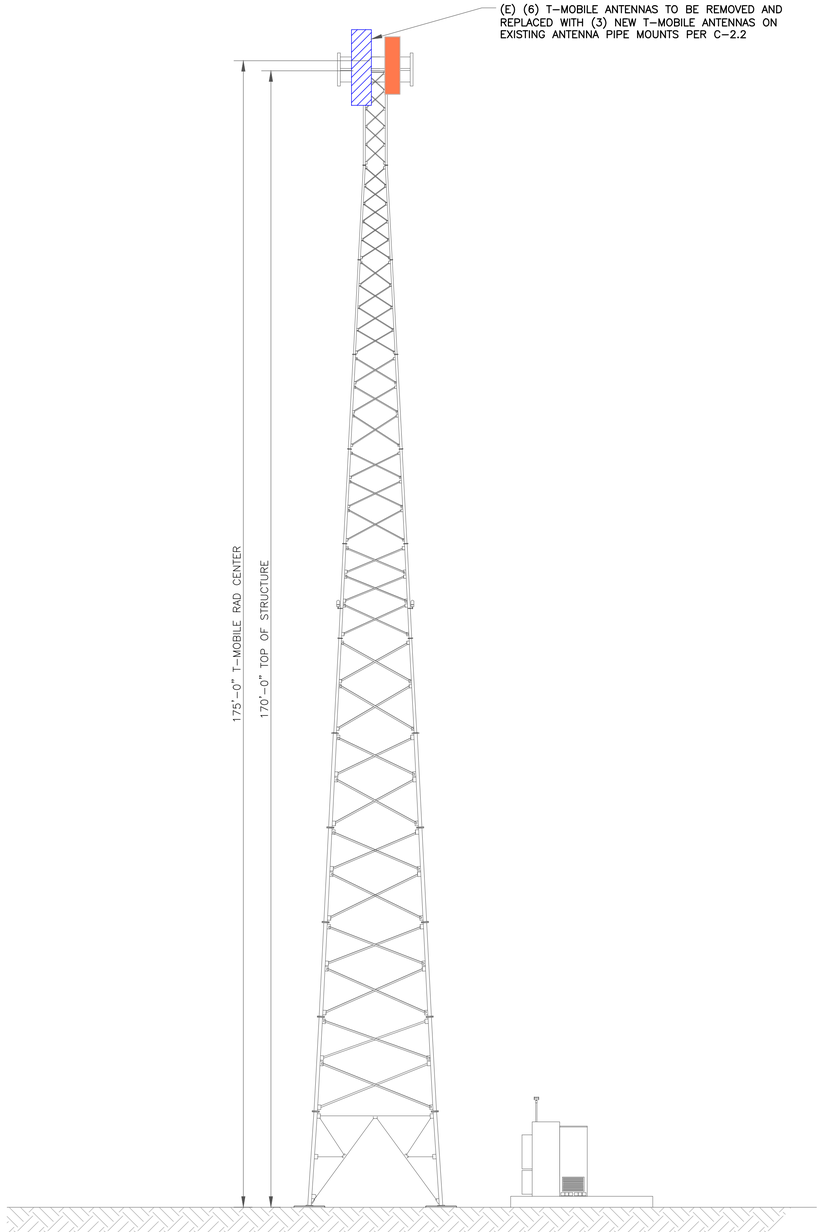
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SHEET NUMBER: C-1.2

REVISION: A

EQUIPMENT LEGEND:

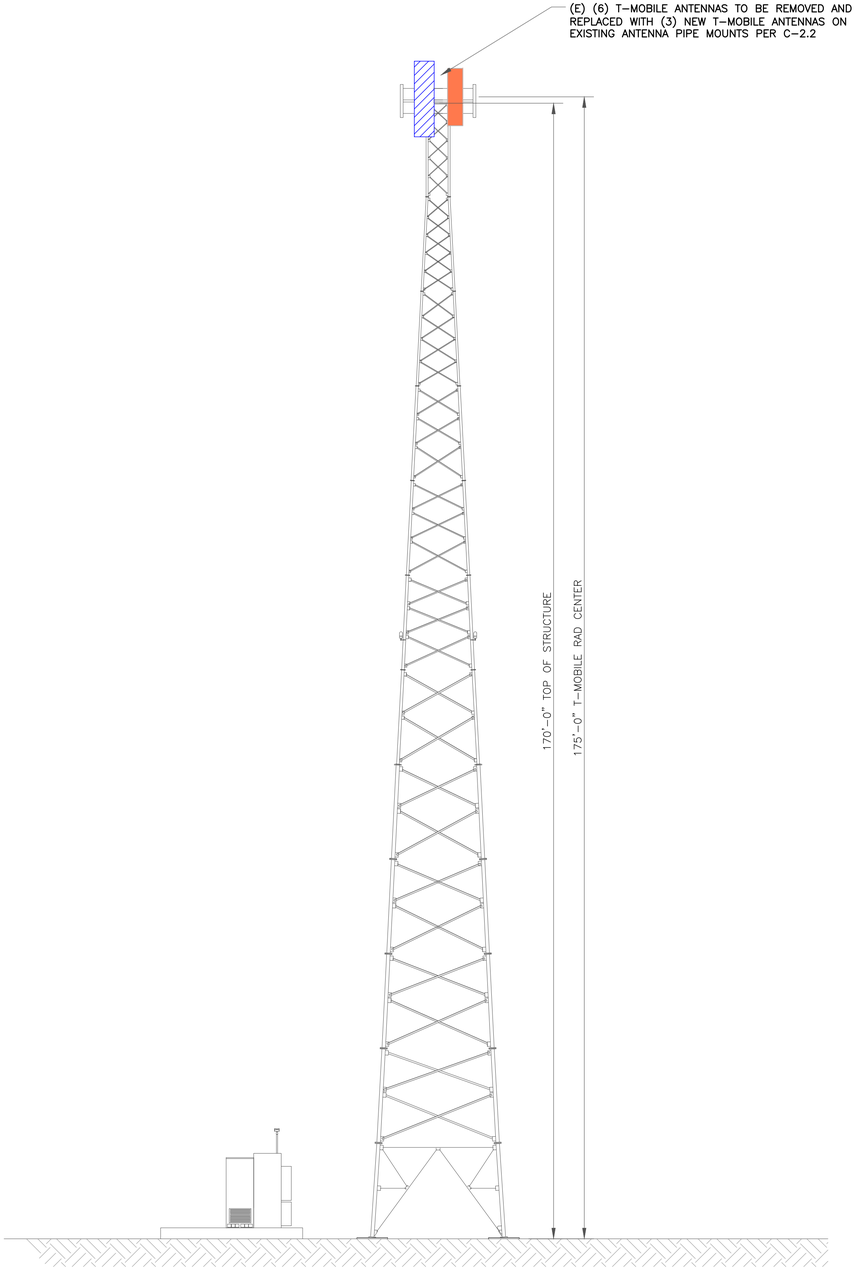
- EXISTING
- TO BE RELOCATED/REMOVED
- NEW



1 FINAL EAST ELEVATION
SCALE: NOT TO SCALE

MOUNT ANALYSIS NOTES:

1. THE DESIGN DEPICTED IN THESE DRAWINGS IS VALID WHEN ACCOMPANIED BY A CORRESPONDING PASSING MOUNT ANALYSIS.
2. CONSTRUCTION MANAGER / GENERAL CONTRACTOR SHALL REVIEW THE MOUNT ANALYSIS FOR ANY CONDITIONS PRIOR TO INSTALLATION.
3. ANY REQUIRED MOUNT MODIFICATION DESIGN OR MOUNT REPLACEMENT SHALL BE APPROVED BY EOR.



2 FINAL WEST ELEVATION
SCALE: NOT TO SCALE

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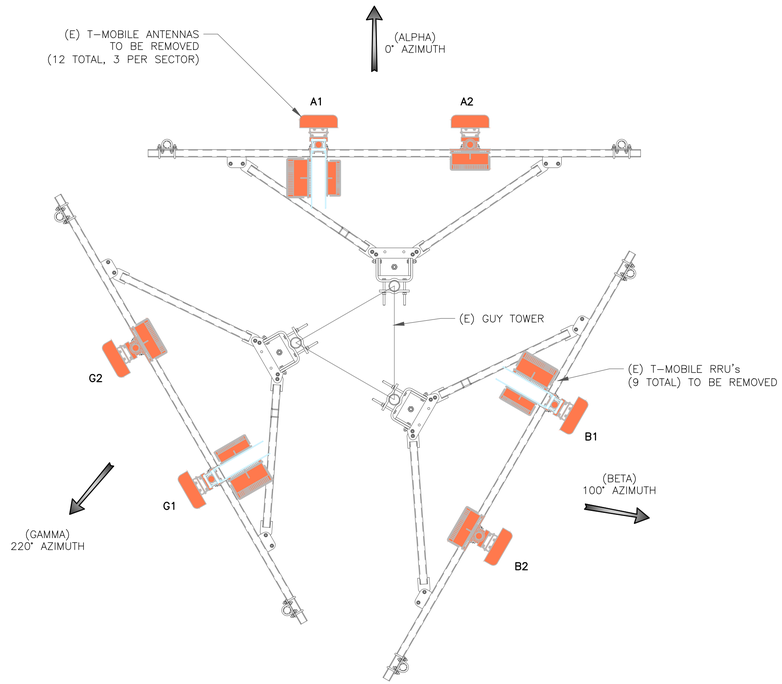
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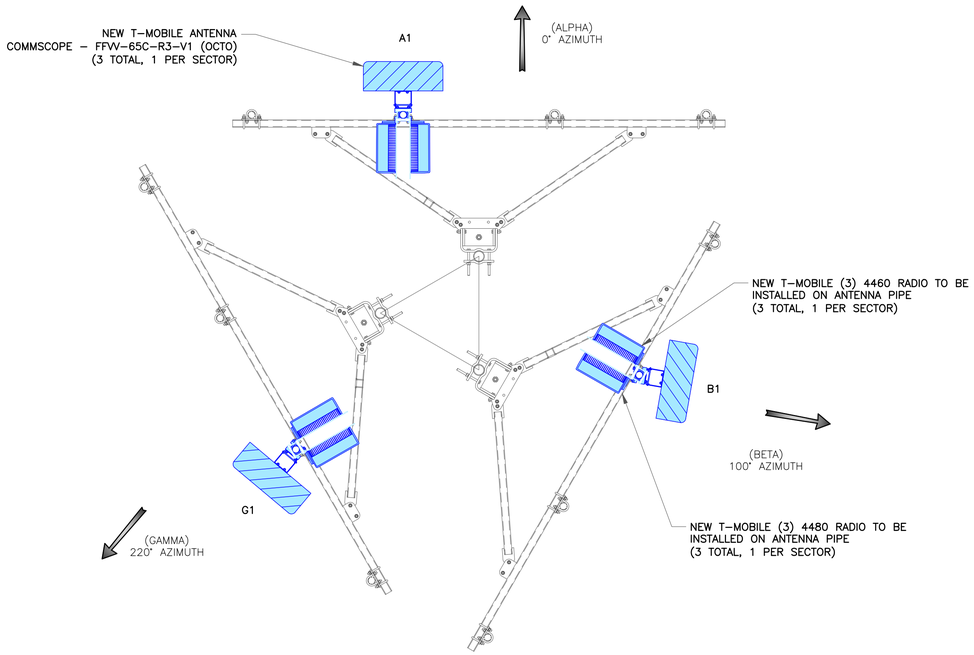


1 EXISTING ANTENNA PLAN
SCALE: NOT TO SCALE

N

EQUIPMENT LEGEND:

- EXISTING
- TO BE RELOCATED/REMOVED
- NEW



2 FINAL ANTENNA PLAN
SCALE: NOT TO SCALE

N

MOUNT ANALYSIS NOTES:

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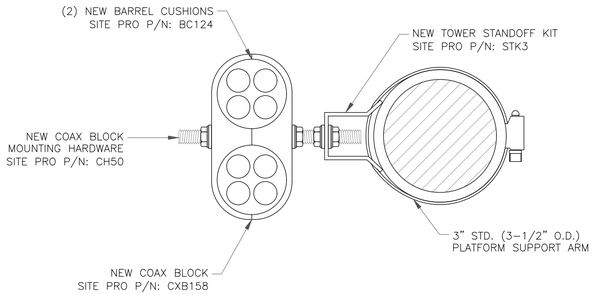
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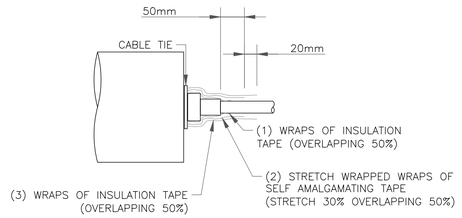
REVISION: A



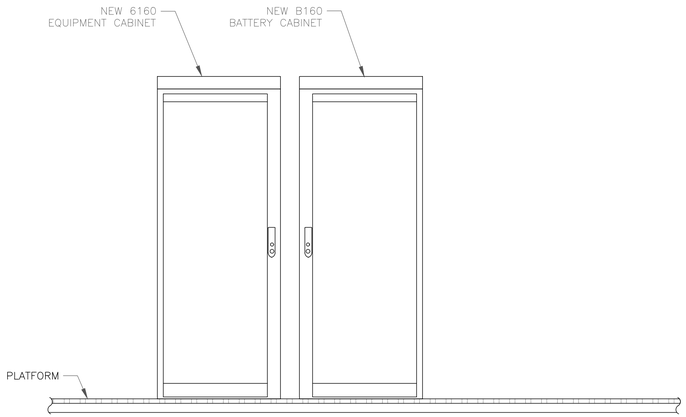
1 RF JUMPER DETAIL
SCALE: NOT TO SCALE

INSTALLER NOTE:

JUMPERS TO BE TORQUED TO 221.27 IN/LBS



2 RF JUMPER CONNECTION
SCALE: NOT TO SCALE



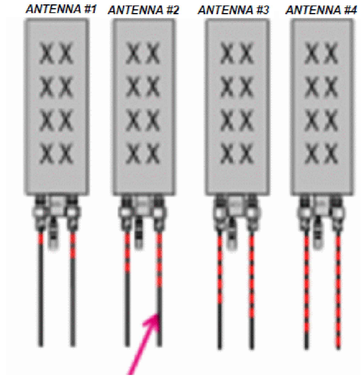
3 GROUND EQUIPMENT ELEVATION
SCALE: NOT TO SCALE

Coax Color Coding

- Antennas will be labeled (back of antenna view) Right to left 1 - X ports
- Coax/Jumper lines will be identified by sector color and by number of bands around the coax/jumper

SECTOR A	RED
SECTOR B	GREEN
SECTOR C	BLUE
SECTOR D	YELLOW
SECTOR E	WHITE
SECTOR F	PURPLE
LMU	BROWN + SECTOR COLOR BANDS (1 & 2)
FIBER ID	GRAY
UNUSED COAX	PINK
MICROWAVE	ORANGE
DWE T-1'S + GPS DOWNLINK CABLE	ID W/LABEL MAKER

FRONT OF THE ANTENNA



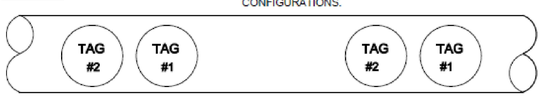
EXAMPLE: COAX WITH FOUR BANDS OF RED TAPE WILL REPRESENT ALPHA SECTOR AND THE 4TH PORT OF ANTENNA

COLOR CODING NOTES:

color	GSM
color	UMTS 1900
color	UMTS AWS
color	LTE
color	FIBER CABLE

METALLIC TAG NOTES:

1. TWO METALLIC TAGS SHALL BE ATTACHED AT EACH END OF EVERY CABLE LONGER THAN (3) THREE FEET
2. CABLE LESS THAN (3) THREE FEET WILL HAVE TWO METALLIC TAGS ATTACHED AT THE CENTER OF THE CABLE.
3. TAGS WILL BE FASTENED WITH STAINLESS STEEL ZIP TIES APPROPRIATE FOR CABLE DIAMETER.
4. STANDARDIZED METALLIC TAG KIT WILL BE ASSEMBLED WITH TAGS ALREADY ENGRAVED TO ACCOMMODATE ALL CONFIGURATIONS.



ANTENNA AND COAXIAL CABLE SCHEDULE

1. ALL ANTENNAS SHALL BE FURNISHED WITH DOWNTILT BRACKETS. CONTRACTOR SHALL COORDINATE REQUIRED MECHANICAL DOWNTILT FOR EACH ANTENNA WITH RF ENGINEER. ANTENNA DOWNTILT SHALL BE SET AND VERIFIED BY A SMART LEVEL.
2. CONTRACTOR SHALL INSTALL COLOR CODE RINGS ON EACH OF THE HYBRID CABLES AND JUMPER CABLES WITH UV RESISTANT TAPE. ALL CABLE SHALL BE MARKED AT TOP AND BOTTOM WITH 2" COLOR TAPE OR STENCIL TAG. COLOR TAPE MAY BE OBTAINED FROM GRAYBAR ELECTRONICS.

4 COAX COLOR CODING
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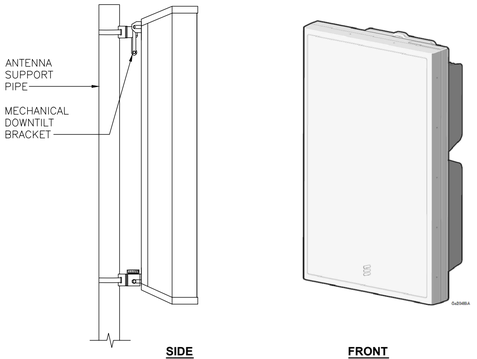
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SHEET NUMBER: C-3

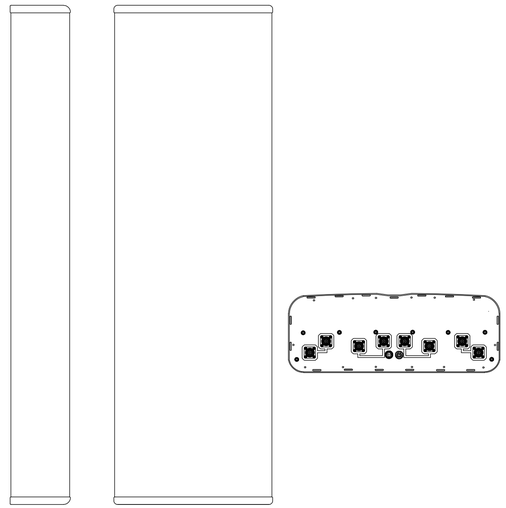
REVISION: A



NOTES:
1. CONTRACTOR TO COORDINATE FINAL EQUIPMENT MODEL SELECTION WITH T–MOBILE CONSTRUCTION MANAGER PRIOR TO ORDERING.

ERICSSON – AIR6449 B41
WEIGHT (WITHOUT MOUNTING HARDWARE): 104 LBS
SIZE (HxWxD): 33.1x20.6x8.6 IN.
MOUNTING HARDWARE P/N: SXK 109 2065/1
RATED WIND VELOCITY: 150.0 MPH

1 ERICSSON AIR6449 ANTENNA
SCALE: NOT TO SCALE



COMMSCOPE – FFVV–65C–R3–V1
WEIGHT (WITHOUT MOUNTING HARDWARE): 124.56 LBS
SIZE (HxWxD): 95.94x25.20x9.25 IN.
MOUNTING HARDWARE P/N: BSAMNT–4
RATED WIND VELOCITY: 150.0 MPH

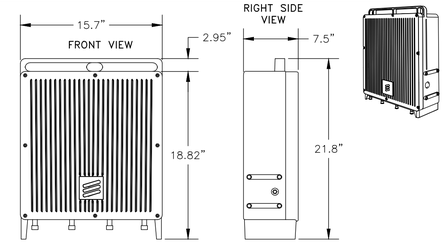
2 COMMSCOPE – FFVV–65C–R3–V1
SCALE: NOT TO SCALE

Spectrum Bands	B2/B25 (extended PCS including G block) B66 (AWS)
Technology	GSM, WCDMA, LTE, NB-IoT, CAT-M and NR
Max Output Power	4x140W (up to 4x80W per band)
Instantaneous BW	Full IBW on both B25 and B66 B25: 1850–1915 MHz UL / 1930–1995 MHz DL B66: 1710–1780 MHz UL / 2110–2200 MHz DL
RF Connector	4.3-10
Optical Ports	4 x 10G CPRI
DC Feed	2 x -48 V DC power connector
Max Power Consumption	Max 2200W / Typical 1500W (*ETSI Busy Hour)
Dimensions (H x W x D)	19.6" x 15.7" x 12.1" (incl. protrusions)
Weight	109 lbs



3 ERICSSON 4460 RADIO
SCALE: NOT TO SCALE

MANUFACTURER:	ERICSSON
MODEL:	4480 RADIO (KRC 161 922/1)
DIMENSIONS:	21.8" x 15.7" x 7.5" (H x W x D)
MODEL BAND:	B71, B85 FOR NR AND LTE
WEIGHT B41:	93 LBS



4 ERICSSON 4480 RADIO
SCALE: NOT TO SCALE

NOTE:
SIGNS TO BE MOUNTED ON THE INSIDE
FACE OF ACCESS DOOR TO THE ROOFTOP.

IN CASE OF EMERGENCY
CALL: (877) 611-5868

SITE DESIGNATION: A2N3006A

EMERGENCY SIGN
(RED METAL SIGN W/ WHITE LETTERING)

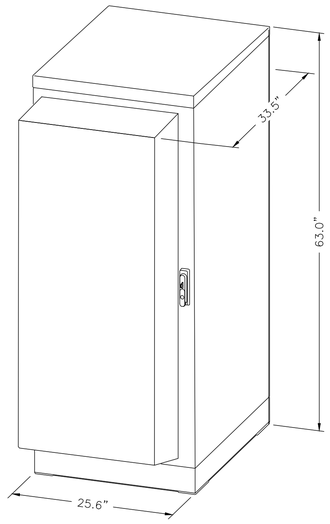
NOTICE

RF CONTROLLED AREA BEYOND THIS PONT
Radio frequency ("RF") emissions may exceed FCC Standards for general public exposure. Only authorized workers permitted to enter.

FOR YOUR SAFETY:
Obey all posted signs.
Maintain minimum distance of 7 feet from all antennas.
DO NOT setup in front of antennas.

For further information, please call (877) 611-5868 and reference Site Number: A2N3006A

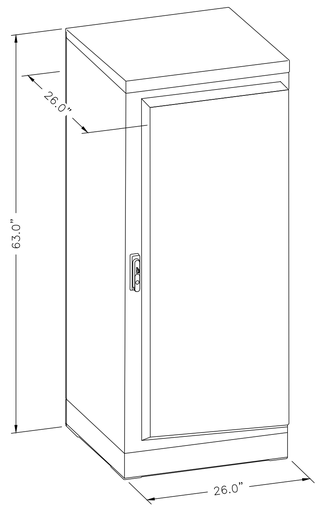
5 RF NOTICE SIGN
SCALE: NOT TO SCALE



MINIMUM CLEARANCES:
FRONT: 25.19"
RIGHT SIDE: 12" (W/ 110° DOOR SWING)
LEFT SIDE (B160): 4"
REAR: 4"

WEIGHT: 145.15 KG (320 LBS)

6 ERICSSON 6160 CABINET DETAIL
SCALE: NOT TO SCALE



MINIMUM CLEARANCES:
FRONT: 25.19"
RIGHT SIDE (6160): 4"
LEFT SIDE: 12" (W/ 110° DOOR SWING)
REAR: 4"

WEIGHT: 133.81 KG (295 LBS)

7 ERICSSON B160 CABINET DETAIL
SCALE: NOT TO SCALE

8 NOT USED
SCALE: NOT TO SCALE

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410-263-5465

IRISH TOWER
GENERAL CONSTRUCTION | ENGINEERING | PROJECT MANAGEMENT
4603 Bermuda Drive, Sugar Land, TX 77479
(281) 796-2651 Irishtower.com

T-MOBILE SITE NUMBER:
A2N3006A

6850 W GEORGE BLVD.
SEBRING, FL 33876

EXISTING 170'-0"
SELF-SUPPORT TOWER

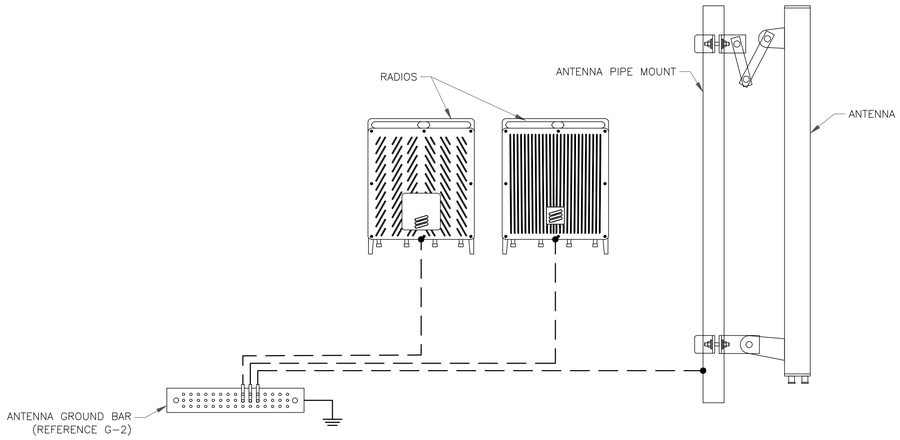
ISSUED FOR:

REV	DATE	DRWN	DESCRIPTION	DES./QA
A	05/14/2021	JRR	PRELIMINARY CDs	JRG

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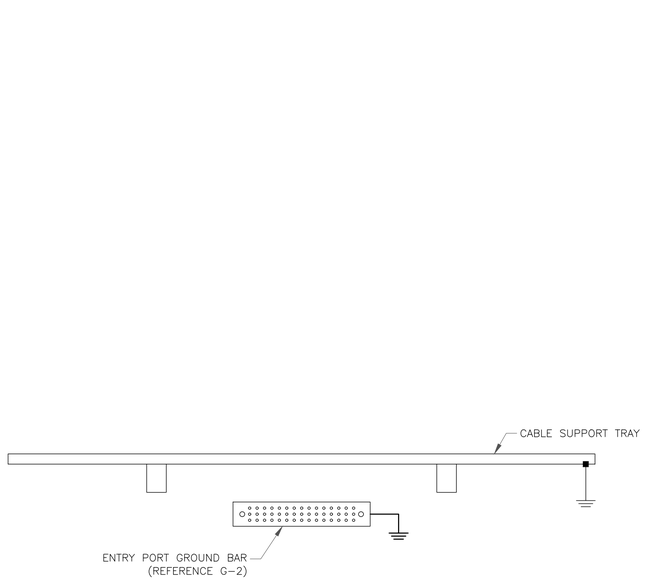
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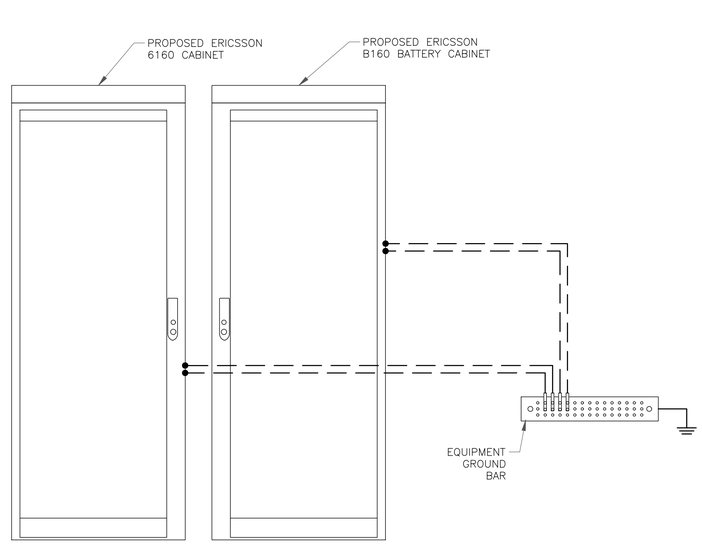
SHEET NUMBER: C-4
REVISION: A



ANTENNA LEVEL

GROUND LEVEL





1 TYPICAL FINAL GROUNDING SCHEMATIC
SCALE: NOT TO SCALE

GROUNDING PLAN LEGEND:

- #6 STRANDED COPPER WITH GREEN INSULATION GROUND WIRE
- #2 STRANDED COPPER WITH GREEN INSULATION GROUND WIRE
- #2 BARE, SOLID, TINNED COPPER GROUND WIRE
- EXOTHERMIC WELD
- MECHANICAL CONNECTION
- COPPER GROUND ROD
- GROUND ROD W/ TEST WELL

NOTE:

SEE FINAL EQUIPMENT PLAN FOR PROPOSED EQUIPMENT REQUIRING GROUNDING. CONTRACTOR TO VERIFY EXISTING EQUIPMENT GROUNDING IN FIELD. CONTRACTOR TO VERIFY IN FIELD AND INSTALL ANY MISSING T-MOBILE GROUND BARS ON SITE.

T-Mobile
7025 AC SKINNER PARKWAY,
JACKSONVILLE, FL 32256

smartlink
1997 Annapolis Exchange Parkway
Suite 200
Annapolis, MD 21401
410-263-5465

IRISH TOWER
GENERAL CONSTRUCTION | ENGINEERING | PROJECT MANAGEMENT
4603 Bermuda Drive, Sugar Land, TX 77479
(281) 796-2651 Irishtower.com

T-MOBILE SITE NUMBER:
A2N3006A

6850 W GEORGE BLVD.
SEBRING, FL 33876

EXISTING 170'-0"
SELF-SUPPORT TOWER

ISSUED FOR:

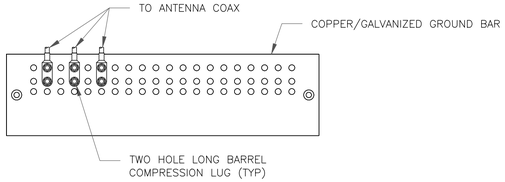
REV	DATE	DRWN	DESCRIPTION	DES./QA
A	05/14/2021	JRR	PRELIMINARY CDs	JRG

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SHEET NUMBER: G-1

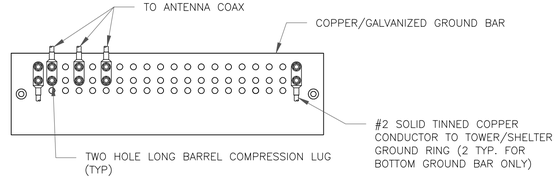
REVISION: A



NOTES:

1. DOUBLING UP "OR STACKING" OF CONNECTIONS IS NOT PERMITTED.
2. EXTERIOR ANTIOXIDANT JOINT COMPOUND TO BE USED ON ALL EXTERIOR CONNECTIONS.
3. GROUND BAR SHALL NOT BE ISOLATED FROM TOWER. MOUNT DIRECTLY TO TOWER STEEL.

1 ANTENNA GROUND BAR DETAIL
SCALE: NOT TO SCALE

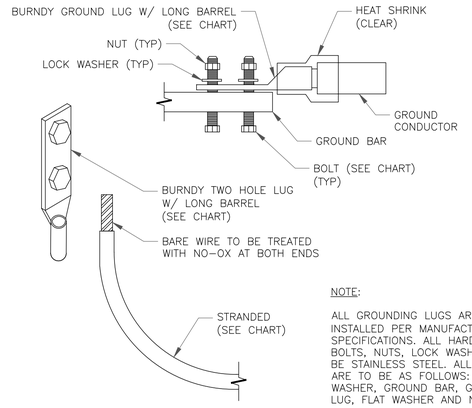


NOTES:

1. EXTERIOR ANTIOXIDANT JOINT COMPOUND TO BE USED ON ALL EXTERIOR CONNECTIONS.
2. GROUND BAR SHALL NOT BE ISOLATED FROM TOWER. MOUNT DIRECTLY TO TOWER STEEL (TOWER ONLY).
3. GROUND BAR SHALL BE ISOLATED FROM BUILDING OR SHELTER.

2 TOWER/SHELTER GROUND BAR DETAIL
SCALE: NOT TO SCALE

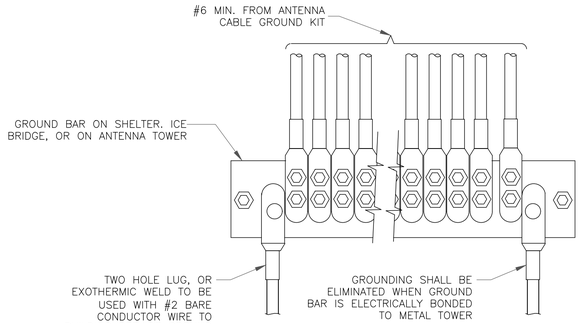
WIRE SIZE	BURNDY LUG	BOLT SIZE
#6 GREEN INSULATED	YA6C-2TC38	3/8" - 16 NC SS 2 BOLT
#2 SOLID TINNED	YA3C-2TC38	3/8" - 16 NC SS 2 BOLT
#2 STRANDED	YA2C-2TC38	3/8" - 16 NC SS 2 BOLT
#2/0 STRANDED	YA26-2TC38	3/8" - 16 NC SS 2 BOLT
#4/0 STRANDED	YA28-2N	1/2" - 16 NC SS 2 BOLT



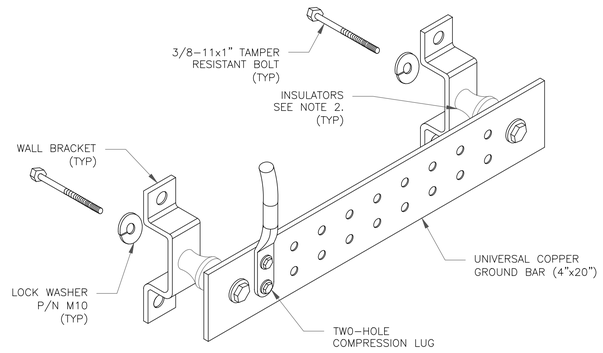
NOTE:

ALL GROUNDING LUGS ARE TO BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS. ALL HARDWARE BOLTS, NUTS, LOCK WASHERS SHALL BE STAINLESS STEEL. ALL HARDWARE ARE TO BE AS FOLLOWS: BOLT, FLAT WASHER, GROUND BAR, GROUND LUG, FLAT WASHER AND NUT.

3 MECHANICAL LUG CONNECTION
SCALE: NOT TO SCALE



4 GROUNDWIRE INSTALLATION
SCALE: NOT TO SCALE

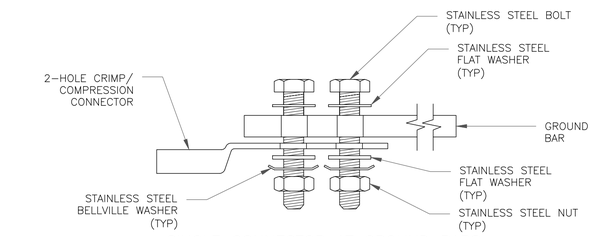


NOTES:

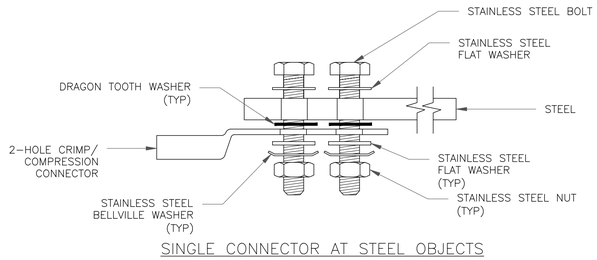
1. DOWN LEAD (HOME RUN) CONDUCTORS ARE NOT TO BE INSTALLED ON CROWN CASTLE USA INC. TOWER, PER THE GROUNDING DOWN CONDUCTOR POLICY QAS-STD-10091. NO MODIFICATION OR DRILLING TO TOWER STEEL IS ALLOWED IN ANY FORM OR FASHION, CAD-WELDING ON THE TOWER AND/OR IN THE AIR ARE NOT PERMITTED.

2. OMIT INSULATOR WHEN MOUNTING TO TOWER STEEL OR PLATFORM STEEL USE INSULATORS WHEN ATTACHING TO BUILDING OR SHELTERS.

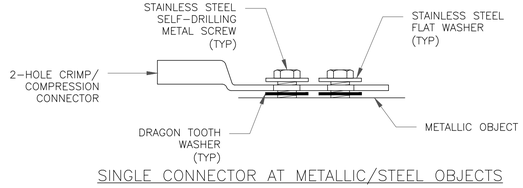
5 GROUND BAR DETAIL
SCALE: NOT TO SCALE



SINGLE CONNECTOR AT GROUND BARS

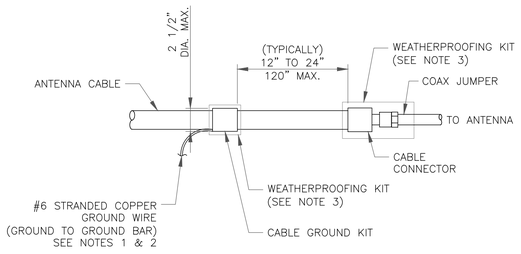


SINGLE CONNECTOR AT STEEL OBJECTS



SINGLE CONNECTOR AT METALLIC/STEEL OBJECTS

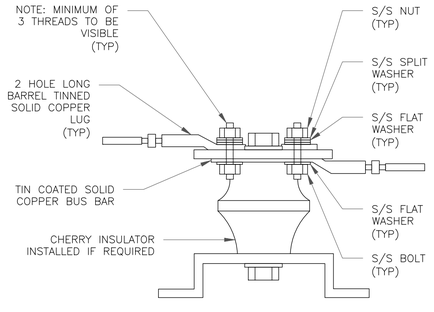
9 HARDWARE DETAIL FOR EXTERIOR CONNECTIONS
SCALE: NOT TO SCALE



NOTES:

1. DO NOT INSTALL CABLE GROUND KIT AT A BEND AND ALWAYS DIRECT GROUND WIRE DOWN TO GROUND BAR.
2. GROUNDING KIT SHALL BE TYPE AND PART NUMBER AS SUPPLIED OR RECOMMENDED BY CABLE MANUFACTURER.
3. WEATHER PROOFING SHALL BE TWO-PART TAPE KIT, COLD SHRINK SHALL NOT BE USED.

6 CABLE GROUND KIT CONNECTION
SCALE: NOT TO SCALE



7 LUG DETAIL
SCALE: NOT TO SCALE

8 NOT USED
SCALE: NOT TO SCALE

T-Mobile
7025 AC SKINNER PARKWAY,
JACKSONVILLE, FL 32256

smartlink
1997 Annapolis Exchange Parkway
Suite 200
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T-MOBILE SITE NUMBER:
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6850 W GEORGE BLVD.
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SHEET NUMBER: G-2

REVISION: A

Date: **June 23, 2021**

Katie Lebovitz
Smartlink Group
1997 Annapolis Exchange Parkway, Suite 200
Annapolis, MD 21401

IRISH TOWER
GENERAL CONSTRUCTION | ENGINEERING | PROJECT MANAGEMENT
4603 Bermuda Drive, Sugar Land, TX 77479
Voice (281) 796-2651 | Fax (866) 598-3136
irishtower.com

Carrier Designation:	**T-Mobile Excalibur Project**	
	T-Mobile Carrier Site Number:	A2N3006A
	Carrier Site Name:	A2N3006A
	RFDS Date:	3/1/2021
Site Data:	**6850 W George Blvd, Serbing, Highlands County, FL 33876** **Latitude: 27.43775°, Longitude: -82.4549°**	
Structure Information:	**Tower Height & Type:**	**170 ft Self-Support Tower**
	Mount Elevation:	**175 ft**
	Mount Type:	**Sitepro1 VFA12-HD Sector Frame**

Dear Katie,

Irish Tower, LLC is pleased to submit this **"Structural Analysis Report"** to determine the structural integrity of the above-mentioned tower.

The purpose of the analysis is to determine acceptability of the tower stress level. Based on our analysis we have determined the tower stress level for the structure and foundation, under the following load case, to be:

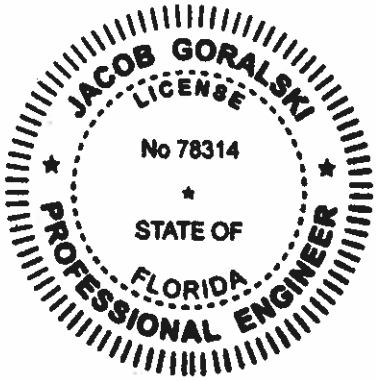
Proposed + Existing Equipment **Sufficient Capacity (Passing – 56.4%)**

The analysis has been performed in accordance with the TIA-222-G standard, FBC 2020, and ASCE 7-10, based upon a wind speed of 140 mph 3-second gust, exposure category C with topographic category 1 and crest height of 0 feet.

We at *Irish Tower, LLC* appreciate the opportunity of providing our continuing professional services to you and Smartlink. If you have any questions or need further assistance on this or any other projects, please give us a call.

Respectfully submitted by:

Jacob Goralski, PE
FL PE # 78314
Irish Tower, LLC License # CA31998



This item has been electronically signed and sealed by Jacob Goralski using a Digital Signature and date. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

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Table 2 - Existing Equipment Configuration

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Table 3 - Documents Provided
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3.2) Assumptions

4) ANALYSIS RESULTS
Table 4 - Section Capacity (Summary)
Table 5 – Tower Component Stresses vs. Capacity
4.1) Recommendations

5) DISCLAIMERS

1) INTRODUCTION

This tower is a 170 ft Self Support tower located in Serbing, FL.

2) ANALYSIS CRITERIA

Building Code:	2020 Florida Building Code & ASCE7-10
TIA-222 Revision:	TIA-222-G
Risk Category:	II
Ultimate Wind Speed:	140 mph
Exposure Category:	C
Topographic Factor at Base:	1.0
Topographic Factor at Mount:	1.0
Ice Thickness:	0.0 in
Wind Speed with Ice:	30 mph

Table 1 - Proposed T-Mobile Equipment Configuration

Carrier	Center Line Elevation (ft)	Number of Antennas	Antenna Model	Number of Feed Lines	Feed Line Size (in)
T-Mobile	175.0	3	Sitepro1 VFA12-HD Sector Frames	3	HCS 2.0 Hybrid
		3	Commscope FFVV-65C-R3-V1		
		3	Ericsson RRUS 4460 B25+B66		
		3	Ericsson RRUS 4480 B71+B85A		

Table 2 – Existing Equipment Configuration

Carrier	Center Line Elevation (ft)	Number of Antennas	Antenna Model	Number of Feed Lines	Feed Line Size (in)
N/A	170.0	1	Decibel DB224 Omni Antenna (EOC)	2	7/8
		1	Decibel DB413 Omni Antenna (EOC)		
N/A	165.0	3	Side Arm Mount (EOC)	-	-
N/A	150.0	1	Andrew 4' w/Radome	3	7/8
		3	Pipe Mount (EOC)		
		1	Radio Waves 2' Dish		
		1	Radio Waves 3' Dish		
N/A	145.0	3	DB 633-C CAT 5 (EOC)	3	7/8
N/A	140.0	2	Decibel DB 222 Omni	2	7/8
		3	Side Arm Mount (EOC)		
N/A	115.0	1	Side Arm Mount (EOC)	1	1/2
		1	TV Antennas		
N/A	85.0	3	Decibel DB 633-C Omni Antenna (EOC)	3	1/2
		3	Side Arm Mount (EOC)		
N/A	60.0	1	Diamond X32004 Omni Antenna (EOC)	1	1/2
		1	Side Arm Mount (EOC)		
N/A	50.0	1	Diamond X50NA Omni Antenna (EOC)	1	1/2
		1	Side Arm Mount (EOC)		

Carrier	Center Line Elevation (ft)	Number of Antennas	Antenna Model	Number of Feed Lines	Feed Line Size (in)
N/A	40.0	1	Diamond X50NA Omni Antenna (EOC)	1	1/2
		1	Side Arm Mount (EOC)		
N/A	30.0	1	Diamond X50NA Omni Antenna (EOC)	1	1/2
		1	Side Arm Mount (EOC)		
N/A	20.0	1	Diamond X50NA Omni Antenna (EOC)	1	1/2
		1	Side Arm Mount (EOC)		

3) ANALYSIS PROCEDURE

Table 3 - Documents Provided

Document	Remarks	Reference	Source
Previous Tower Analysis Report	USA Engineering	Dated 1/25/2017	SMARTLINK
T-MOBILE RFDS	A2N3006A_Market Swap_2_2021-03-30.pdf	Dated 3/1/2021	UNITI TOWERS

3.1) Analysis Method

tnxTower (version 8.1.0.0), a commercially available analysis software package, was used to create a three-dimensional model of the tower and calculate member stresses for various loading cases. Selected output from the analysis is included in Appendix A.

3.2) Assumptions

1) The tower and structures were built and have been maintained in accordance with the manufacturer's specifications.
2) The configuration of antennas, transmission cables, mounts, and other appurtenances are as specified in Tables 1 and 2 and the referenced drawings.
3) When applicable, transmission cables are considered as structural components for calculating wind loads as allowed by TIA-222-G.
4) Mount sizes, weights, and manufacturers are best estimates based on site photos provided and were determined without the benefit of a site visit by Irish Tower, LLC.
5) All member connections and foundation steel reinforcing are assumed designed to meet or exceed the load carrying capacity of the connected member and surrounding soils respectively, unless otherwise specified in this report.

This analysis may be affected if any assumptions are not valid or have been made in error. Irish Tower, LLC should be notified to determine the effect on the structural integrity of the tower.

4) ANALYSIS RESULTS

Table 4 - Section Capacity (Summary)

Section No.	Elevation (ft)	Component Type	Size	Critical Element	P (K)	SF*P_allow (K)	% Capacity	Pass / Fail
T1	170 - 160	Leg	2	3	-18.58	49.29	37.7	Pass
		Diagonal	L1 3/4x1 3/4x3/16	8	-3.15	10.59	29.7	Pass
		Top Girt	L2x2x3/16	4	-1.02	11.08	9.2	Pass
T2	160 - 140	Leg	2 1/4	21	-43.79	77.65	56.4	Pass
		Diagonal	L1 3/4x1 3/4x3/16	31	-2.59	8.68	29.8	Pass
T3	140 - 120	Leg	2 3/4	48	-66.70	152.86	43.6	Pass
		Diagonal	L1 3/4x1 3/4x3/16	52	-2.52	6.10	41.4	Pass
T4	120 - 100	Leg	3 1/2	75	-86.91	234.48	37.1	Pass
		Diagonal	L2 1/2x2 1/2x3/16	79	-3.36	10.77	31.2	Pass
T5	100 - 80	Leg	3 3/4	96	-108.29	291.32	37.2	Pass
		Diagonal	L2 1/2x2 1/2x3/16	98	-3.72	8.71	42.7	Pass
T6	80 - 60	Leg	4	117	-128.58	424.98	30.3	Pass
		Diagonal	2L2 1/2x2 1/2x3/16x3/8	119	-4.81	24.43	19.7	Pass
		Secondary Horizontal	L2x2x3/16	125	-2.29	9.80	23.4	Pass
T7	60 - 40	Leg	4 1/4	138	-151.66	497.00	30.5	Pass
		Diagonal	2L2 1/2x2 1/2x3/16x3/8	140	-5.58	21.34	26.1	Pass
		Secondary Horizontal	L2 1/2x2 1/2x3/16	146	-2.63	13.98	18.8	Pass
T8	40 - 20	Leg	4 1/2	159	-176.15	573.49	30.7	Pass
		Diagonal	2L3x3x3/16x3/8	161	-6.48	29.87	21.7	Pass
		Secondary Horizontal	L3x3x3/16	167	-3.05	17.48	17.5	Pass
T9	20 - 0	Leg	4 1/2	180	-192.56	580.90	33.1	Pass
		Diagonal	2L3x3x3/16x3/8	196	-9.96	27.02	36.9	Pass
		Horizontal	L3x3x3/16	188	-3.34	8.37	39.9	Pass
		Redund Horz 1 Bracing	L2x2x3/16	197	-3.34	8.37	39.9	Pass
		Redund Diag 1 Bracing	L2 1/2x2 1/2x3/16	216	-2.49	7.52	33.1	Pass
		Inner Bracing	L2 1/2x2 1/2x3/16	203	-0.01	3.84	0.2	Pass
							Summary	
						Leg (T2)	56.4	Pass
						Diagonal (T5)	42.7	Pass
						Horizontal (T9)	39.9	Pass
						Secondary Horizontal (T6)	23.4	Pass
						Top Girt (T1)	9.2	Pass
						Redund Horz 1 Bracing (T9)	39.9	Pass
						Redund Diag 1 Bracing (T9)	33.1	Pass
						Inner	0.2	Pass

Section No.	Elevation (ft)	Component Type	Size	Critical Element	P (K)	SF*P_allow (K)	% Capacity	Pass / Fail
						Bracing (T9)		
						Rating =	56.4	Pass

Structure Rating (max from all components) =	56.4%

Notes:
1) See additional documentation in "Appendix – Additional Calculations" for calculations supporting the % capacity consumed.

4.1) Recommendations

The existing tower and its foundation are sufficient for the proposed loading configuration and do not require modifications.

5) DISCLAIMERS

If the existing conditions are not as represented on the tower elevation contained in this report, we should be contacted immediately to evaluate the significance of the discrepancy. This is not a condition assessment of the Tower or foundation. This report does not replace a full tower inspection. Miscellaneous items such as antenna mounts, etc., have not been designed or detailed as a part of our work. We recommend that material of adequate size and strength be purchased from a reputable manufacturer.

Installation procedures and related loading are not within the scope of this analysis. A contractor experienced in similar work should perform all installation work. The engineering services provided by Irish Tower, LLC are limited to the computer analysis and calculations of the structure with the proposed and existing loads. This analysis is considered void if the loading mentioned in this report is changed or is different as installed. Scope of this analysis does not include existing connections, except as noted in this report.

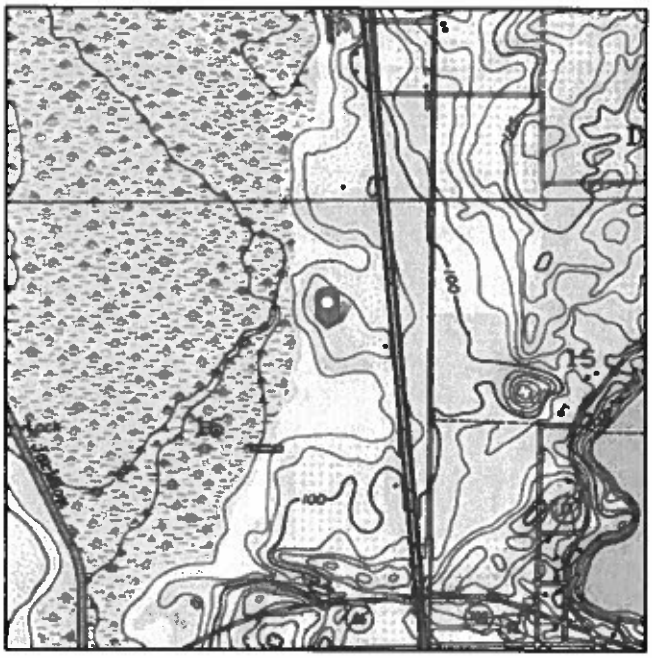
Irish Tower, LLC does not make any warranties, expressed, or implied in connection with this engineering analysis report and disclaims any liability arising from deficiencies or any existing conditions of the original structure. Irish Tower, LLC will not be responsible for consequential or incidental damages sustained by any parties as a result of any data or conclusions included in this report. The maximum liability of Irish Tower, LLC pursuant to this report shall be limited to the consulting fee received for the preparation of the report.

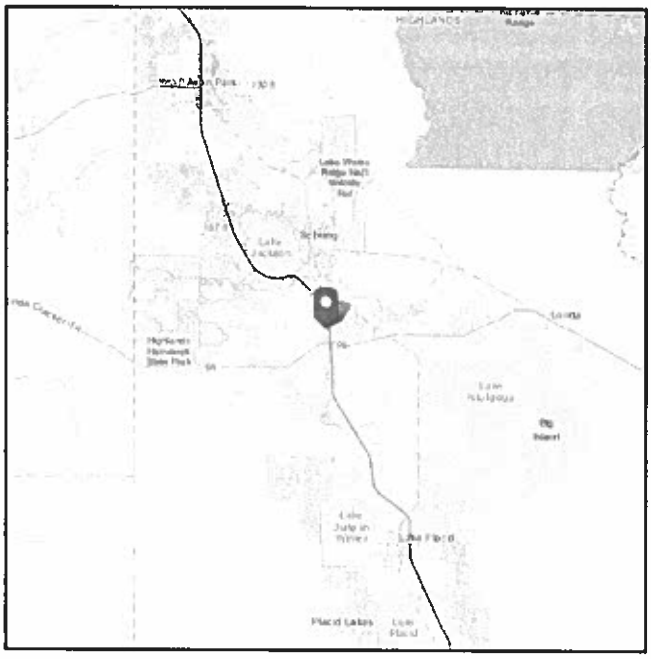
ASCE 7 Hazards Report

Address:
No Address at This Location

Standard: ASCE/SEI 7-10
Risk Category: II
Soil Class: D - Stiff Soil

Elevation: 94.56 ft (NAVD 88)
Latitude: 27.43775
Longitude: -81.42156





Wind

Results:

Wind Speed:	140 Vmph
10-year MRI	83 Vmph
25-year MRI	100 Vmph
50-year MRI	110 Vmph
100-year MRI	120 Vmph

Date Accessed: ASCE/SEI 7-10 Fig. 26.5-1A and Figs. CC-1–CC-4, and Section 26.5.2, incorporating errata of March 12, 2014

Value provided is 3-second gust wind speeds at 33 ft above ground for Exposure C Category, based on linear interpolation between contours. Wind speeds are interpolated in accordance with the 7-10 Standard. Wind speeds correspond to approximately a 7% probability of exceedance in 50 years (annual exceedance probability = 0.00143, MRI = 700 years).

Site is in a hurricane-prone region as defined in ASCE/SEI 7-10 Section 26.2. Glazed openings shall be protected against wind-borne debris as specified in Section 26.10.3.

ASCE
AMERICAN SOCIETY OF CIVIL ENGINEERS

Ice

Results:

Ice Thickness:	0.00 in.
Concurrent Temperature:	25 F
Gust Speed:	30 mph
Data Source:	Standard ASCE/SEI 7-10, Figs. 10-2 through 10-8
Date Accessed:	Wed Jun 23 2021

Ice thicknesses on structures in exposed locations at elevations higher than the surrounding terrain and in valleys and gorges may exceed the mapped values.

Values provided are equivalent radial ice thicknesses due to freezing rain with concurrent 3-second gust speeds, for a 50-year mean recurrence interval, and temperatures concurrent with ice thicknesses due to freezing rain. Thicknesses for ice accretions caused by other sources shall be obtained from local meteorological studies. Ice thicknesses in exposed locations at elevations higher than the surrounding terrain and in valleys and gorges may exceed the mapped values.

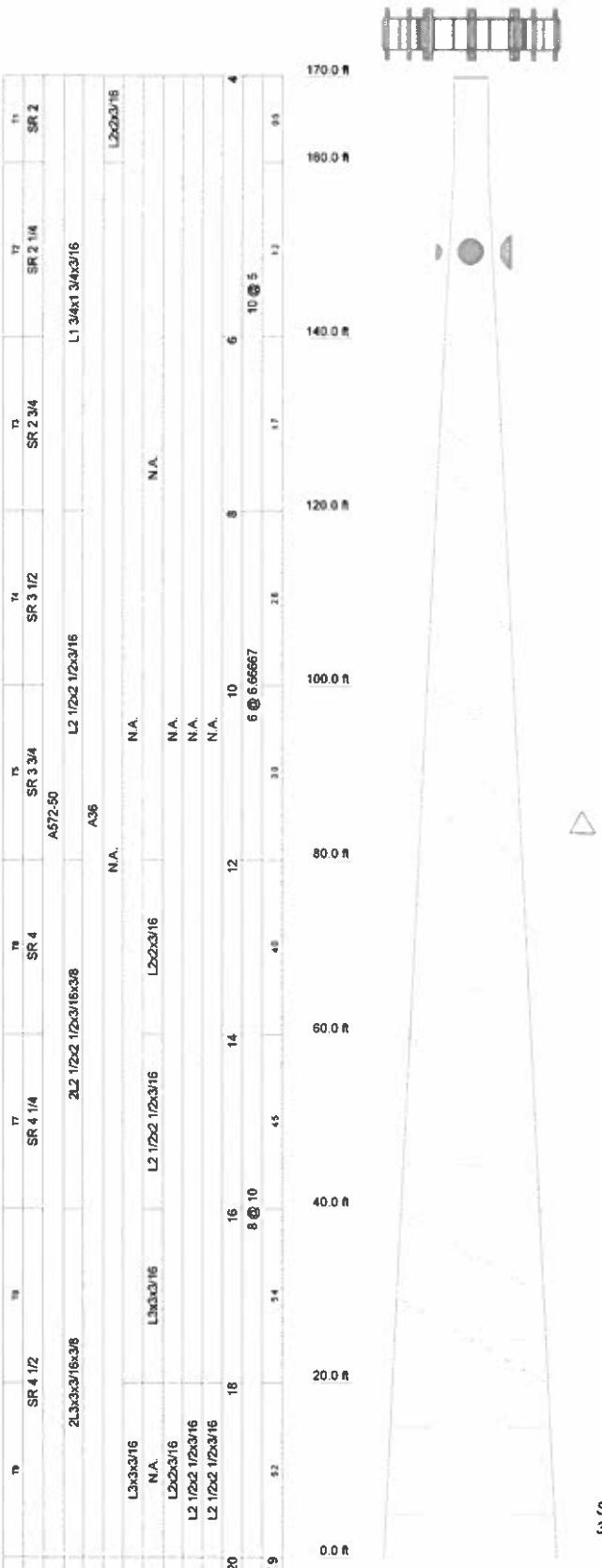
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APPENDIX A

TNXTOWER OUTPUT



DESIGNED APPURTENANCE LOADING

TYPE	ELEVATION	TYPE	ELEVATION
(3) Sitepro1 VFA12-HD Sector Mounts	175	Side Arm Mount (EOC)	140
Ericsson RRUS 4480 B71+B85A	175	Side Arm Mount (EOC)	140
Ericsson RRUS 4480 B71+B85A	175	Decibel DB 222 Omni	140
Ericsson RRUS 4480 B71+B85A	175	Decibel DB 222 Omni	140
Ericsson RRUS 4460 B25+B66	175	Side Arm Mount (EOC)	140
Ericsson RRUS 4460 B25+B66	175	TV Antennas	115
Ericsson RRUS 4460 B25+B66	175	Side Arm Mount (EOC)	115
Commscope FFVV-65C-R3-V1	175	Side Arm Mount (EOC)	85
Commscope FFVV-65C-R3-V1	175	Side Arm Mount (EOC)	85
Commscope FFVV-65C-R3-V1	175	Side Arm Mount (EOC)	85
Decibel DB224 Omni Antenna (EOC)	170	Decibel DB 633-C Omni Antenna (EOC)	85
Decibel DB413 Omni Antenna (EOC)	170	Decibel DB 633-C Omni Antenna (EOC)	85
Side Arm Mount (EOC)	165	Decibel DB 633-C Omni Antenna (EOC)	85
Side Arm Mount (EOC)	165	Diamond X32004 Omni Antenna (EOC)	60
Side Arm Mount (EOC)	165	Side Arm Mount (EOC)	60
Pipe Mount (EOC)	150	Side Arm Mount (EOC)	50
Pipe Mount (EOC)	150	Diamond X50NA Omni Antenna (EOC)	50
Pipe Mount (EOC)	150	Side Arm Mount (EOC)	40
Radio Waves 3' Dish	150	Diamond X50NA Omni Antenna (EOC)	40
Andrew 4' w/Radome	150	Side Arm Mount (EOC)	30
Radio Waves 2' Dish	150	Diamond X50NA Omni Antenna (EOC)	30
DB 633-C CAT 5 (EOC)	145	Diamond X50NA Omni Antenna (EOC)	20
DB 633-C CAT 5 (EOC)	145	Side Arm Mount (EOC)	20
DB 633-C CAT 5 (EOC)	145		

MATERIAL STRENGTH

GRADE	Fy	Fu	GRADE	Fy	Fu
A572-50	50 ksi	65 ksi	A36	36 ksi	58 ksi

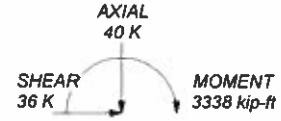
TOWER DESIGN NOTES

1. Tower designed for Exposure C to the TIA-222-G Standard.
2. Tower designed for a 108 mph basic wind in accordance with the TIA-222-G Standard.
3. Deflections are based upon a 60 mph wind.
4. Tower Structure Class II.
5. Topographic Category 1 with Crest Height of 0.000 ft
6. TOWER RATING: 56.4%

ALL REACTIONS ARE FACTORED

MAX. CORNER REACTIONS AT BASE:
DOWN: 206 K
SHEAR: 23 K

UPLIFT: -169 K
SHEAR: 19 K



TORQUE 10 kip-ft
REACTIONS - 108 mph WIND

Phone: FAX:	Job: A2N3006A		
	Project: T-Mobile Excalibur		
	Client: Smartlink	Drawn by:	App'd:
	Code: TIA-222-G	Date: 06/23/21	Scale: NTS
	Path:		Dwg No. E-1

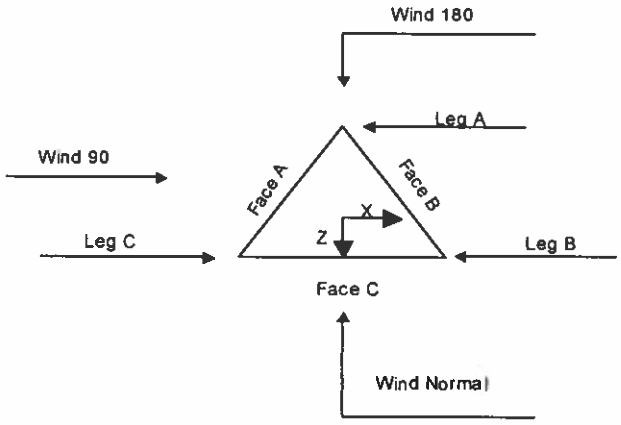
Tower Input Data

The main tower is a 3x free standing tower with an overall height of 170.000 ft above the ground line.
The base of the tower is set at an elevation of 0.000 ft above the ground line.
The face width of the tower is 4.000 ft at the top and 20.000 ft at the base.
This tower is designed using the TIA-222-G standard.
The following design criteria apply:

- ASCE 7-10 Wind Data is used (wind speeds converted to nominal values).
- Basic wind speed of 108 mph.
- Structure Class II.
- Exposure Category C.
- Topographic Category 1.
- Crest Height 0.000 ft.
- Deflections calculated using a wind speed of 60 mph.
- Pressures are calculated at each section.
- Stress ratio used in tower member design is 1.
- Local bending stresses due to climbing loads, feed line supports, and appurtenance mounts are not considered.

Options

Consider Moments - Legs	Distribute Leg Loads As Uniform	Use ASCE 10 X-Brace Ly Rules
Consider Moments - Horizontals	Assume Legs Pinned	√ Calculate Redundant Bracing Forces
Consider Moments - Diagonals	√ Assume Rigid Index Plate	Ignore Redundant Members in FEA
Use Moment Magnification	√ Use Clear Spans For Wind Area	SR Leg Bolts Resist Compression
√ Use Code Stress Ratios	√ Use Clear Spans For KL/r	√ All Leg Panels Have Same Allowable
√ Use Code Safety Factors - Guys	√ Retension Guys To Initial Tension	Offset Girt At Foundation
Escalate Ice	Bypass Mast Stability Checks	Consider Feed Line Torque
Always Use Max Kz	√ Use Azimuth Dish Coefficients	Include Angle Block Shear Check
Use Special Wind Profile	√ Project Wind Area of Appurt.	Use TIA-222-G Bracing Resist. Exemption
√ Include Bolts In Member Capacity	√ Autocalc Torque Arm Areas	Use TIA-222-G Tension Splice Exemption
√ Leg Bolts Are At Top Of Section	Add IBC .6D+W Combination	**Poles**
√ Secondary Horizontal Braces Leg	Sort Capacity Reports By Component	Include Shear-Torsion Interaction
Use Diamond Inner Bracing (4 Sided)	√ Triangulate Diamond Inner Bracing	Always Use Sub-Critical Flow
SR Members Have Cut Ends	Treat Feed Line Bundles As Cylinder	Use Top Mounted Sockets
SR Members Are Concentric	Ignore KL/ry For 60 Deg. Angle Legs	Pole Without Linear Attachments
		Pole With Shroud Or No Appurtenances
		Outside and Inside Corner Radii Are Known



Triangular Tower

Tower Section Geometry

Tower Section	Tower Elevation	Assembly Database	Description	Section Width	Number of Sections	Section Length
	ft			ft		ft
T1	170.000-160.000			4.000	1	10.000
T2	160.000-140.000			4.000	1	20.000
T3	140.000-120.000			6.000	1	20.000
T4	120.000-100.000			8.000	1	20.000
T5	100.000-80.000			10.000	1	20.000
T6	80.000-60.000			12.000	1	20.000
T7	60.000-40.000			14.000	1	20.000
T8	40.000-20.000			16.000	1	20.000
T9	20.000-0.000			18.000	1	20.000

Tower Section Geometry *(cont'd)*

Tower Section	Tower Elevation	Diagonal Spacing	Bracing Type	Has K Brace End Panels	Has Horizontals	Top Girt Offset	Bottom Girt Offset
	ft	ft				in	in
T1	170.000-160.000	5.000	X Brace	No	No	0.000	0.000
T2	160.000-140.000	5.000	X Brace	No	No	0.000	0.000
T3	140.000-120.000	5.000	X Brace	No	No	0.000	0.000
T4	120.000-100.000	6.667	X Brace	No	No	0.000	0.000
T5	100.000-80.000	6.667	X Brace	No	No	0.000	0.000
T6	80.000-60.000	10.000	X Brace	No	Yes	0.000	0.000

Tower Section	Tower Elevation ft	Diagonal Spacing ft	Bracing Type	Has K Brace End Panels	Has Horizontals	Top Girt Offset in	Bottom Girt Offset in
T7	60.000-40.000	10.000	X Brace	No	Yes	0.000	0.000
T8	40.000-20.000	10.000	X Brace	No	Yes	0.000	0.000
T9	20.000-0.000	10.000	Double K1	No	Yes	0.000	0.000

Tower Section Geometry *(cont'd)*

Tower Elevation ft	Leg Type	Leg Size	Leg Grade	Diagonal Type	Diagonal Size	Diagonal Grade
T1 170.000-160.000	Solid Round	2	A572-50 (50 ksi)	Equal Angle	L1 3/4x1 3/4x3/16	A36 (36 ksi)
T2 160.000-140.000	Solid Round	2 1/4	A572-50 (50 ksi)	Equal Angle	L1 3/4x1 3/4x3/16	A36 (36 ksi)
T3 140.000-120.000	Solid Round	2 3/4	A572-50 (50 ksi)	Equal Angle	L1 3/4x1 3/4x3/16	A36 (36 ksi)
T4 120.000-100.000	Solid Round	3 1/2	A572-50 (50 ksi)	Equal Angle	L2 1/2x2 1/2x3/16	A36 (36 ksi)
T5 100.000-80.000	Solid Round	3 3/4	A572-50 (50 ksi)	Equal Angle	L2 1/2x2 1/2x3/16	A36 (36 ksi)
T6 80.000-60.000	Solid Round	4	A572-50 (50 ksi)	Double Equal Angle	2L2 1/2x2 1/2x3/16x3/8	A36 (36 ksi)
T7 60.000-40.000	Solid Round	4 1/4	A572-50 (50 ksi)	Double Equal Angle	2L2 1/2x2 1/2x3/16x3/8	A36 (36 ksi)
T8 40.000-20.000	Solid Round	4 1/2	A572-50 (50 ksi)	Double Equal Angle	2L3x3x3/16x3/8	A36 (36 ksi)
T9 20.000-0.000	Solid Round	4 1/2	A572-50 (50 ksi)	Double Equal Angle	2L3x3x3/16x3/8	A36 (36 ksi)

Tower Section Geometry *(cont'd)*

Tower Elevation ft	Top Girt Type	Top Girt Size	Top Girt Grade	Bottom Girt Type	Bottom Girt Size	Bottom Girt Grade
T1 170.000-160.000	Equal Angle	L2x2x3/16	A36 (36 ksi)	Equal Angle		A36 (36 ksi)

Tower Section Geometry *(cont'd)*

Tower Elevation ft	No. of Mid Girts	Mid Girt Type	Mid Girt Size	Mid Girt Grade	Horizontal Type	Horizontal Size	Horizontal Grade
T9 20.000-0.000	None	Flat Bar		A36 (36 ksi)	Equal Angle	L3x3x3/16	A36 (36 ksi)

Tower Section Geometry *(cont'd)*

Tower Elevation ft	Secondary Horizontal Type	Secondary Horizontal Size	Secondary Horizontal Grade	Inner Bracing Type	Inner Bracing Size	Inner Bracing Grade

Tower Elevation ft	Secondary Horizontal Type	Secondary Horizontal Size	Secondary Horizontal Grade	Inner Bracing Type	Inner Bracing Size	Inner Bracing Grade
T6 80.000-60.000	Equal Angle	L2x2x3/16	A36 (36 ksi)	Equal Angle	L2x2x3/16	A36 (36 ksi)
T7 60.000-40.000	Equal Angle	L2 1/2x2 1/2x3/16	A36 (36 ksi)	Equal Angle	L2x2x3/16	A36 (36 ksi)
T8 40.000-20.000	Equal Angle	L3x3x3/16	A36 (36 ksi)	Equal Angle	L2x2x3/16	A36 (36 ksi)
T9 20.000-0.000	Equal Angle		A36 (36 ksi)	Equal Angle	L2 1/2x2 1/2x3/16	A36 (36 ksi)

Tower Section Geometry *(cont'd)*

Tower Elevation ft	Redundant Bracing Grade		Redundant Type	Redundant Size	K Factor
T9 20.000-0.000	A36 (36 ksi)	Horizontal (1)	Equal Angle	L2x2x3/16	1
		Diagonal (1)	Equal Angle	L2 1/2x2 1/2x3/16	1

Tower Section Geometry *(cont'd)*

Tower Elevation ft	Gusset Area (per face) ft^2	Gusset Thickness in	Gusset Grade	Adjust. Factor A_f	Adjust. Factor A_r	Weight Mult.	Double Angle Stitch Bolt Spacing Diagonals in	Double Angle Stitch Bolt Spacing Horizontals in	Double Angle Stitch Bolt Spacing Redundants in
T1 170.000-160.000	0.000	0.000	A36 (36 ksi)	1	1	1	36.000	36.000	36.000
T2 160.000-140.000	0.000	0.000	A36 (36 ksi)	1	1	1	36.000	36.000	36.000
T3 140.000-120.000	0.000	0.000	A36 (36 ksi)	1	1	1	36.000	36.000	36.000
T4 120.000-100.000	0.000	0.000	A36 (36 ksi)	1	1	1	36.000	36.000	36.000
T5 100.000-80.000	0.000	0.000	A36 (36 ksi)	1	1	1	36.000	36.000	36.000
T6 80.000-60.000	0.000	0.000	A36 (36 ksi)	1	1	1	36.000	36.000	36.000
T7 60.000-40.000	0.000	0.000	A36 (36 ksi)	1	1	1	36.000	36.000	36.000
T8 40.000-20.000	0.000	0.000	A36 (36 ksi)	1	1	1	36.000	36.000	36.000
T9 20.000-0.000	0.000	0.000	A36 (36 ksi)	1	1	1	36.000	36.000	36.000

Tower Section Geometry *(cont'd)*

Tower Elevation ft	Calc K Single Angles	Calc K Solid Rounds	K Factors' Legs	X Brace Diags X Y	K Brace Diags X Y	Single Diags X Y	Girts X Y	Horiz. X Y	Sec. Horiz. X Y	Inner Brace X Y
T1 170.000-160.000	Yes	Yes	1	1 1	1 1	1 1	1 1	1 1	0.5 0.5	1 1
T2 160.000-140.000	Yes	Yes	1	1 1	1 1	1 1	1 1	1 1	0.5 0.5	1 1
T3 140.000-	Yes	Yes	1	1	1	1	1	1	0.5	1

Tower Elevation ft	Calc K Single Angles	Calc K Solid Rounds	K Factors[1] Legs	X Brace Diags X Y	K Brace Diags X Y	Single Diags X Y	Girts X Y	Horiz. X Y	Sec. Horiz. X Y	Inner Brace X Y
120.000				1	1	1	1	1	0.5	1
T4 120.000-100.000	Yes	Yes	1	1	1	1	1	1	0.5	1
				1	1	1	1	1	0.5	1
T5 100.000-80.000	Yes	Yes	1	1	1	1	1	1	0.5	1
				1	1	1	1	1	0.5	1
T6 80.000-60.000	Yes	Yes	1	1	1	1	1	1	0.5	1
				1	1	1	1	1	0.5	1
T7 60.000-40.000	Yes	Yes	1	1	1	1	1	1	0.5	1
				1	1	1	1	1	0.5	1
T8 40.000-20.000	Yes	Yes	1	1	1	1	1	1	0.5	1
				1	1	1	1	1	0.5	1
T9 20.000-0.000	Yes	Yes	1	1	1	1	1	1	0.5	1
				1	1	1	1	1	0.5	1

[1]*Note: K factors are applied to member segment lengths. K-braces without inner supporting members will have the K factor in the out-of-plane direction applied to the overall length.*

Tower Section Geometry *(cont'd)*

Tower Elevation ft	Leg		Diagonal		Top Girt		Bottom Girt		Mid Girt		Long Horizontal		Short Horizontal	
	Net Width Deduct in	U	Net Width Deduct in	U	Net Width Deduct in	U	Net Width Deduct in	U	Net Width Deduct in	U	Net Width Deduct in	U	Net Width Deduct in	U
T1 170.000-160.000	0.000	1	0.000	0.75	0.000	0.75	0.000	0.75	0.000	0.75	0.000	0.75	0.000	0.75
T2 160.000-140.000	0.000	1	0.000	0.75	0.000	0.75	0.000	0.75	0.000	0.75	0.000	0.75	0.000	0.75
T3 140.000-120.000	0.000	1	0.000	0.75	0.000	0.75	0.000	0.75	0.000	0.75	0.000	0.75	0.000	0.75
T4 120.000-100.000	0.000	1	0.000	0.75	0.000	0.75	0.000	0.75	0.000	0.75	0.000	0.75	0.000	0.75
T5 100.000-80.000	0.000	1	0.000	0.75	0.000	0.75	0.000	0.75	0.000	0.75	0.000	0.75	0.000	0.75
T6 80.000-60.000	0.000	1	0.000	0.75	0.000	0.75	0.000	0.75	0.000	0.75	0.000	0.75	0.000	0.75
T7 60.000-40.000	0.000	1	0.000	0.75	0.000	0.75	0.000	0.75	0.000	0.75	0.000	0.75	0.000	0.75
T8 40.000-20.000	0.000	1	0.000	0.75	0.000	0.75	0.000	0.75	0.000	0.75	0.000	0.75	0.000	0.75
T9 20.000-0.000	0.000	1	0.000	0.75	0.000	0.75	0.000	0.75	0.000	0.75	0.000	0.75	0.000	0.75

Tower Elevation ft	Redundant Horizontal		Redundant Diagonal		Redundant Sub-Diagonal		Redundant Sub-Horizontal		Redundant Vertical		Redundant Hip		Redundant Hip Diagonal	
	Net Width Deduct in	U	Net Width Deduct in	U	Net Width Deduct in	U	Net Width Deduct in	U	Net Width Deduct in	U	Net Width Deduct in	U	Net Width Deduct in	U
T1 170.000-160.000	0.000	0.75	0.000	0.75	0.000	0.75	0.000	0.75	0.000	0.75	0.000	0.75	0.000	0.75
T2 160.000-140.000	0.000	0.75	0.000	0.75	0.000	0.75	0.000	0.75	0.000	0.75	0.000	0.75	0.000	0.75
T3 140.000-120.000	0.000	0.75	0.000	0.75	0.000	0.75	0.000	0.75	0.000	0.75	0.000	0.75	0.000	0.75
T4 120.000-100.000	0.000	0.75	0.000	0.75	0.000	0.75	0.000	0.75	0.000	0.75	0.000	0.75	0.000	0.75

Tower Elevation ft	Redundant Horizontal		Redundant Diagonal		Redundant Sub-Diagonal		Redundant Sub-Horizontal		Redundant Vertical		Redundant Hip		Redundant Hip Diagonal	
	Net Width Deduct in	U	Net Width Deduct in	U	Net Width Deduct in	U	Net Width Deduct in	U	Net Width Deduct in	U	Net Width Deduct in	U	Net Width Deduct in	U
T5 100.000-80.000	0.000	0.75	0.000	0.75	0.000	0.75	0.000	0.75	0.000	0.75	0.000	0.75	0.000	0.75
T6 80.000-60.000	0.000	0.75	0.000	0.75	0.000	0.75	0.000	0.75	0.000	0.75	0.000	0.75	0.000	0.75
T7 60.000-40.000	0.000	0.75	0.000	0.75	0.000	0.75	0.000	0.75	0.000	0.75	0.000	0.75	0.000	0.75
T8 40.000-20.000	0.000	0.75	0.000	0.75	0.000	0.75	0.000	0.75	0.000	0.75	0.000	0.75	0.000	0.75
T9 20.000-0.000	0.000	0.75	0.000	0.75	0.000	0.75	0.000	0.75	0.000	0.75	0.000	0.75	0.000	0.75

Feed Line/Linear Appurtenances - Entered As Round Or Flat

Description	Face or Leg	Allow Shield	Exclude From Torque Calculation	Component Type	Placement ft	Total Number	Number Per Row	Clear Spacing in	Width or Diameter in	Perimeter in	Weight plf
LDF5-50A (7/8 FOAM)	A	No	Yes	Ar (CaAa)	150.000 - 3.000	3	3	1.000 1.090	1.090		0.330
LDF5-50A (7/8 FOAM)	A	No	Yes	Ar (CaAa)	145.000 - 3.000	3	3	1.000 1.090	1.090		0.330
LDF5-50A (7/8 FOAM)	A	No	Yes	Ar (CaAa)	140.000 - 3.000	2	2	1.000 1.090	1.090		0.330
LDF4-50A (1/2 FOAM)	A	No	Yes	Ar (CaAa)	115.000 - 3.000	1	1	0.580 0.630	0.630		0.150
LDF5-50A (7/8 FOAM)	A	No	Yes	Ar (CaAa)	85.000 - 3.000	3	3	1.000 1.090	1.090		0.330
LDF4-50A (1/2 FOAM)	A	No	Yes	Ar (CaAa)	60.000 - 3.000	1	1	0.580 0.630	0.630		0.150
LDF4-50A (1/2 FOAM)	A	No	Yes	Ar (CaAa)	50.000 - 3.000	1	1	0.580 0.630	0.630		0.150
LDF4-50A (1/2 FOAM)	A	No	Yes	Ar (CaAa)	40.000 - 3.000	1	1	0.580 0.630	0.630		0.150
LDF4-50A (1/2 FOAM)	A	No	Yes	Ar (CaAa)	30.000 - 3.000	1	1	0.580 0.630	0.630		0.150
LDF4-50A (1/2 FOAM)	A	No	Yes	Ar (CaAa)	20.000 - 3.000	1	1	0.580 0.630	0.630		0.150
HCS 2.0 Trunk	C	No	Yes	Ar (CaAa)	170.000 - 5.000	3	3	0.720 0.000	0.720		0.340

Feed Line/Linear Appurtenances Section Areas

Tower Section	Tower Elevation ft	Face	A_R ft^2	A_F ft^2	C_AA_A In Face ft^2	C_AA_A Out Face ft^2	Weight K
T1	170.000-160.000	A	0.000	0.000	0.000	0.000	0.00
		B	0.000	0.000	0.000	0.000	0.00
		C	0.000	0.000	2.160	0.000	0.01
T2	160.000-140.000	A	0.000	0.000	4.905	0.000	0.01
		B	0.000	0.000	0.000	0.000	0.00
		C	0.000	0.000	4.320	0.000	0.02
T3	140.000-120.000	A	0.000	0.000	17.440	0.000	0.05
		B	0.000	0.000	0.000	0.000	0.00
		C	0.000	0.000	4.320	0.000	0.02
T4	120.000-100.000	A	0.000	0.000	18.385	0.000	0.06
		B	0.000	0.000	0.000	0.000	0.00
		C	0.000	0.000	4.320	0.000	0.02
T5	100.000-80.000	A	0.000	0.000	20.335	0.000	0.06

Tower Section	Tower Elevation ft	Face	A_R ft²	A_F ft²	C_AA_A In Face ft²	C_AA_A Out Face ft²	Weight K
		B	0.000	0.000	0.000	0.000	0.00
		C	0.000	0.000	4.320	0.000	0.02
T6	80.000-60.000	A	0.000	0.000	25.240	0.000	0.08
		B	0.000	0.000	0.000	0.000	0.00
		C	0.000	0.000	4.320	0.000	0.02
T7	60.000-40.000	A	0.000	0.000	27.130	0.000	0.08
		B	0.000	0.000	0.000	0.000	0.00
		C	0.000	0.000	4.320	0.000	0.02
T8	40.000-20.000	A	0.000	0.000	29.650	0.000	0.09
		B	0.000	0.000	0.000	0.000	0.00
		C	0.000	0.000	4.320	0.000	0.02
T9	20.000-0.000	A	0.000	0.000	26.809	0.000	0.08
		B	0.000	0.000	0.000	0.000	0.00
		C	0.000	0.000	3.240	0.000	0.02

Shielding Factor Ka

Tower Section	Feed Line Record No.	Description	Feed Line Segment Elev.	K_a No Ice	K_a Ice
T1	11	HCS 2.0 Trunk	160.00 - 170.00	0.6000	0.6000
T2	1	LDF5-50A (7/8 FOAM)	140.00 - 150.00	0.6000	0.6000
T2	2	LDF5-50A (7/8 FOAM)	140.00 - 145.00	0.6000	0.6000
T2	11	HCS 2.0 Trunk	140.00 - 160.00	0.6000	0.6000
T3	1	LDF5-50A (7/8 FOAM)	120.00 - 140.00	0.6000	0.6000
T3	2	LDF5-50A (7/8 FOAM)	120.00 - 140.00	0.6000	0.6000
T3	3	LDF5-50A (7/8 FOAM)	120.00 - 140.00	0.6000	0.6000
T3	11	HCS 2.0 Trunk	120.00 - 140.00	0.6000	0.6000
T4	1	LDF5-50A (7/8 FOAM)	100.00 - 120.00	0.6000	0.6000
T4	2	LDF5-50A (7/8 FOAM)	100.00 - 120.00	0.6000	0.6000
T4	3	LDF5-50A (7/8 FOAM)	100.00 - 120.00	0.6000	0.6000
T4	4	LDF4-50A (1/2 FOAM)	100.00 - 115.00	0.6000	0.6000
T4	11	HCS 2.0 Trunk	100.00 - 120.00	0.6000	0.6000
T5	1	LDF5-50A (7/8 FOAM)	80.00 - 100.00	0.6000	0.6000
T5	2	LDF5-50A (7/8 FOAM)	80.00 - 100.00	0.6000	0.6000
T5	3	LDF5-50A (7/8 FOAM)	80.00 - 100.00	0.6000	0.6000
T5	4	LDF4-50A (1/2 FOAM)	80.00 - 100.00	0.6000	0.6000
T5	5	LDF5-50A (7/8 FOAM)	80.00 - 85.00	0.6000	0.6000
T5	11	HCS 2.0 Trunk	80.00 - 100.00	0.6000	0.6000
T6	1	LDF5-50A (7/8 FOAM)	60.00 - 80.00	0.6000	0.6000
T6	2	LDF5-50A (7/8 FOAM)	60.00 - 80.00	0.6000	0.6000
T6	3	LDF5-50A (7/8 FOAM)	60.00 - 80.00	0.6000	0.6000
T6	4	LDF4-50A (1/2 FOAM)	60.00 -	0.6000	0.6000

Tower Section	Feed Line Record No.	Description	Feed Line Segment Elev	K_a No Ice	K_a Ice
T6	5	LDF5-50A (7/8 FOAM)	80.00 60.00 -	0.6000	0.6000
T6	11	HCS 2.0 Trunk	80.00 60.00 -	0.6000	0.6000
T7	1	LDF5-50A (7/8 FOAM)	80.00 40.00 -	0.6000	0.6000
T7	2	LDF5-50A (7/8 FOAM)	60.00 40.00 -	0.6000	0.6000
T7	3	LDF5-50A (7/8 FOAM)	60.00 40.00 -	0.6000	0.6000
T7	4	LDF4-50A (1/2 FOAM)	60.00 40.00 -	0.6000	0.6000
T7	5	LDF5-50A (7/8 FOAM)	60.00 40.00 -	0.6000	0.6000
T7	6	LDF4-50A (1/2 FOAM)	60.00 40.00 -	0.6000	0.6000
T7	7	LDF4-50A (1/2 FOAM)	60.00 40.00 -	0.6000	0.6000
T7	11	HCS 2.0 Trunk	50.00 40.00 -	0.6000	0.6000
T8	1	LDF5-50A (7/8 FOAM)	60.00 20.00 -	0.6000	0.6000
T8	2	LDF5-50A (7/8 FOAM)	40.00 20.00 -	0.6000	0.6000
T8	3	LDF5-50A (7/8 FOAM)	40.00 20.00 -	0.6000	0.6000
T8	4	LDF4-50A (1/2 FOAM)	40.00 20.00 -	0.6000	0.6000
T8	5	LDF5-50A (7/8 FOAM)	40.00 20.00 -	0.6000	0.6000
T8	6	LDF4-50A (1/2 FOAM)	40.00 20.00 -	0.6000	0.6000
T8	7	LDF4-50A (1/2 FOAM)	40.00 20.00 -	0.6000	0.6000
T8	8	LDF4-50A (1/2 FOAM)	40.00 20.00 -	0.6000	0.6000
T8	9	LDF4-50A (1/2 FOAM)	40.00 20.00 -	0.6000	0.6000
T8	11	HCS 2.0 Trunk	30.00 20.00 -	0.6000	0.6000
T9	1	LDF5-50A (7/8 FOAM)	40.00 3.00 - 20.00	0.6000	0.6000
T9	2	LDF5-50A (7/8 FOAM)	3.00 - 20.00	0.6000	0.6000
T9	3	LDF5-50A (7/8 FOAM)	3.00 - 20.00	0.6000	0.6000
T9	4	LDF4-50A (1/2 FOAM)	3.00 - 20.00	0.6000	0.6000
T9	5	LDF5-50A (7/8 FOAM)	3.00 - 20.00	0.6000	0.6000
T9	6	LDF4-50A (1/2 FOAM)	3.00 - 20.00	0.6000	0.6000
T9	7	LDF4-50A (1/2 FOAM)	3.00 - 20.00	0.6000	0.6000
T9	8	LDF4-50A (1/2 FOAM)	3.00 - 20.00	0.6000	0.6000
T9	9	LDF4-50A (1/2 FOAM)	3.00 - 20.00	0.6000	0.6000
T9	10	LDF4-50A (1/2 FOAM)	3.00 - 20.00	0.6000	0.6000
T9	11	HCS 2.0 Trunk	5.00 - 20.00	0.6000	0.6000

Discrete Tower Loads

Description	Face or Leg	Offset Type	Offsets: Horz Lateral Vert ft ft ft	Azimuth Adjustment	Placement ft	C_AA_A Front ft^2	C_AA_A Side ft^2	Weight K

Description	Face or Leg	Offset Type	Offsets: Horz Lateral Vert ft ft ft	Azimuth Adjustment °	Placement ft		C_AA_A Front ft^2	C_AA_A Side ft^2	Weight K
*** T-MOBILE ***									
(3) Sitepro1 VFA12-HD Sector Mounts	C	None		0.000	175.000	No Ice	29.400	29.400	0.79
Ericsson RRUS 4480 B71+B85A	A	From Leg	3.000 0.000 0.000	0.000	175.000	No Ice	2.852	1.383	0.09
Ericsson RRUS 4480 B71+B85A	B	From Leg	3.000 0.000 0.000	0.000	175.000	No Ice	2.852	1.383	0.09
Ericsson RRUS 4480 B71+B85A	C	From Leg	3.000 0.000 0.000	0.000	175.000	No Ice	2.852	1.383	0.09
Ericsson RRUS 4460 B25+B66	A	From Leg	3.000 0.000 0.000	0.000	175.000	No Ice	2.564	1.976	0.11
Ericsson RRUS 4460 B25+B66	B	From Leg	3.000 0.000 0.000	0.000	175.000	No Ice	2.564	1.976	0.11
Ericsson RRUS 4460 B25+B66	C	From Leg	3.000 0.000 0.000	0.000	175.000	No Ice	2.564	1.976	0.11
Commscope FFVV-65C-R3-V1	A	From Leg	3.000 0.000 0.000	0.000	175.000	No Ice	21.125	10.984	0.21
Commscope FFVV-65C-R3-V1	B	From Leg	3.000 0.000 0.000	0.000	175.000	No Ice	21.125	10.984	0.21
Commscope FFVV-65C-R3-V1	C	From Leg	3.000 0.000 0.000	0.000	175.000	No Ice	21.125	10.984	0.21
***									
Decibel DB224 Omni Antenna (EOC)	A	From Leg	0.000 0.000 0.000	0.000	170.000	No Ice	3.150	3.150	0.03
Decibel DB413 Omni Antenna (EOC)	B	From Leg	3.000 0.000 0.000	0.000	170.000	No Ice	2.550	2.550	0.03
Side Arm Mount (EOC)	A	From Leg	1.500 0.000 0.000	0.000	165.000	No Ice	2.240	5.320	0.12
Side Arm Mount (EOC)	B	From Leg	1.500 0.000 0.000	0.000	165.000	No Ice	2.240	5.320	0.12
Side Arm Mount (EOC)	C	From Leg	1.500 0.000 0.000	0.000	165.000	No Ice	2.240	5.320	0.12
Pipe Mount (EOC)	A	From Leg	1.000 0.000 0.000	0.000	150.000	No Ice	3.000	0.900	0.07
Pipe Mount (EOC)	B	From Leg	1.000 0.000 0.000	0.000	150.000	No Ice	3.000	0.900	0.07
Pipe Mount (EOC)	C	From Leg	1.000 0.000 0.000	0.000	150.000	No Ice	3.000	0.900	0.07
DB 633-C CAT 5 (EOC)	A	From Leg	3.000 0.000 0.000	0.000	145.000	No Ice	0.650	0.650	0.01
DB 633-C CAT 5 (EOC)	B	From Leg	3.000 0.000 0.000	0.000	145.000	No Ice	0.650	0.650	0.01
DB 633-C CAT 5 (EOC)	C	From Leg	3.000 0.000 0.000	0.000	145.000	No Ice	0.650	0.650	0.01
Decibel DB 222 Omni	A	From Leg	3.000	0.000	140.000	No Ice	1.600	1.600	0.02

Description	Face or Leg	Offset Type	Offsets: Horz Lateral Vert ft ft ft	Azimuth Adjustment °	Placement ft		C_AA_A Front ft^2	C_AA_A Side ft^2	Weight K
			0.000 0.000						
Decibel DB 222 Omni	B	From Leg	3.000 0.000 0.000	0.000	140.000	No Ice	1.600	1.600	0.02
Side Arm Mount (EOC)	A	From Leg	1.500 0.000 0.000	0.000	140.000	No Ice	2.240	5.320	0.12
Side Arm Mount (EOC)	B	From Leg	1.500 0.000 0.000	0.000	140.000	No Ice	2.240	5.320	0.12
Side Arm Mount (EOC)	C	From Leg	1.500 0.000 0.000	0.000	140.000	No Ice	2.240	5.320	0.12
TV Antennas	B	From Leg	3.000 0.000 0.000	0.000	115.000	No Ice	3.150	3.150	0.03
Side Arm Mount (EOC)	B	From Leg	1.500 0.000 0.000	0.000	115.000	No Ice	2.240	5.320	0.12
Decibel DB 633-C Omni Antenna (EOC)	A	From Leg	3.000 0.000 0.000	0.000	85.000	No Ice	0.650	0.650	0.01
Decibel DB 633-C Omni Antenna (EOC)	B	From Leg	3.000 0.000 0.000	0.000	85.000	No Ice	0.650	0.650	0.01
Decibel DB 633-C Omni Antenna (EOC)	C	From Leg	3.000 0.000 0.000	0.000	85.000	No Ice	0.650	0.650	0.01
Side Arm Mount (EOC)	A	From Leg	1.500 0.000 0.000	0.000	85.000	No Ice	2.240	5.320	0.12
Side Arm Mount (EOC)	B	From Leg	1.500 0.000 0.000	0.000	85.000	No Ice	2.240	5.320	0.12
Side Arm Mount (EOC)	C	From Leg	1.500 0.000 0.000	0.000	85.000	No Ice	2.240	5.320	0.12
Diamond X32004 Omni Antenna (EOC)	C	From Leg	3.000 0.000 0.000	0.000	60.000	No Ice	4.870	4.870	0.04
Side Arm Mount (EOC)	C	From Leg	1.500 0.000 0.000	0.000	60.000	No Ice	2.240	5.320	0.12
Diamond X50NA Omni Antenna (EOC)	C	From Leg	3.000 0.000 0.000	0.000	50.000	No Ice	1.650	1.650	0.02
Side Arm Mount (EOC)	C	From Leg	1.500 0.000 0.000	0.000	50.000	No Ice	2.240	5.320	0.12
Diamond X50NA Omni Antenna (EOC)	C	From Leg	3.000 0.000 0.000	0.000	40.000	No Ice	1.650	1.650	0.02
Side Arm Mount (EOC)	C	From Leg	1.500 0.000 0.000	0.000	40.000	No Ice	2.240	5.320	0.12
Diamond X50NA Omni Antenna (EOC)	C	From Leg	3.000 0.000 0.000	0.000	30.000	No Ice	1.650	1.650	0.02
Side Arm Mount (EOC)	C	From Leg	1.500 0.000 0.000	0.000	30.000	No Ice	2.240	5.320	0.12
Diamond X50NA Omni Antenna (EOC)	C	From Leg	3.000 0.000 0.000	0.000	20.000	No Ice	1.650	1.650	0.02

Description	Face or Leg	Offset Type	Offsets: Horz Lateral Vert ft ft ft	Azimuth Adjustment °	Placement ft		C_AA_A Front ft^2	C_AA_A Side ft^2	Weight K
Side Arm Mount (EOC)	C	From Leg	1.500 0.000 0.000	0.000	20.000	No Ice	2.240	5.320	0.12

Dishes

Description	Face or Leg	Dish Type	Offset Type	Offsets: Horz Lateral Vert ft	Azimuth Adjustment °	3 dB Beam Width °	Elevation ft	Outside Diameter ft		Aperture Area ft^2	Weight K
Radio Waves 3' Dish	A	Paraboloid w/o Radome	From Leg	1.000 0.000 0.000	0.000		150.000	3.000	No Ice	7.100	0.04
Andrew 4' w/Radome	B	Paraboloid w/o Radome	From Leg	1.000 0.000 0.000	0.000		150.000	4.000	No Ice	12.566	0.14
Radio Waves 2' Dish	C	Paraboloid w/o Radome	From Leg	1.000 0.000 0.000	0.000		150.000	2.000	No Ice	3.140	0.02

Tower Pressures - No Ice

$G_H = 0.850$

Section Elevation ft	z ft	K_Z	q_z ksf	A_G ft^2	Face	A_F ft^2	A_R ft^2	A_{leg} ft^2	Leg % 	C_AA_A In Face ft^2	C_AA_A Out Face ft^2
T1 170.000-160.000	165.000	1.406	0.036	41.667	A	4.218	3.333	3.333	44.14	0.000	0.000
					B	4.218	3.333		44.14	0.000	0.000
					C	4.218	3.333		44.14	2.160	0.000
T2 160.000-140.000	150.000	1.378	0.035	103.755	A	7.952	7.512	7.512	48.58	4.905	0.000
					B	7.952	7.512		48.58	0.000	0.000
					C	7.952	7.512		48.58	4.320	0.000
T3 140.000-120.000	130.000	1.337	0.034	144.589	A	9.715	9.182	9.182	48.59	17.440	0.000
					B	9.715	9.182		48.59	0.000	0.000
					C	9.715	9.182		48.59	4.320	0.000
T4 120.000-100.000	110.000	1.291	0.033	185.841	A	13.554	11.686	11.686	46.30	18.385	0.000
					B	13.554	11.686		46.30	0.000	0.000
					C	13.554	11.686		46.30	4.320	0.000
T5 100.000-80.000	90.000	1.238	0.031	226.258	A	15.627	12.521	12.521	44.48	20.335	0.000
					B	15.627	12.521		44.48	0.000	0.000
					C	15.627	12.521		44.48	4.320	0.000
T6 80.000-60.000	70.000	1.174	0.030	266.675	A	17.537	13.356	13.356	43.23	25.240	0.000
					B	17.537	13.356		43.23	0.000	0.000
					C	17.537	13.356		43.23	4.320	0.000
T7 60.000-40.000	50.000	1.094	0.028	307.092	A	20.767	14.190	14.190	40.59	27.130	0.000
					B	20.767	14.190		40.59	0.000	0.000
					C	20.767	14.190		40.59	4.320	0.000
T8 40.000-20.000	30.000	0.982	0.025	347.509	A	27.597	15.025	15.025	35.25	29.650	0.000
					B	27.597	15.025		35.25	0.000	0.000
					C	27.597	15.025		35.25	4.320	0.000
T9 20.000-0.000	10.000	0.85	0.022	387.509	A	26.749	15.025	15.025	35.97	26.809	0.000
					B	26.749	15.025		35.97	0.000	0.000

Section Elevation ft	z ft	K_Z	q_z ksf	A_G ft²	Face	A_F ft²	A_R ft²	A_{leg} ft²	Leg %	C_AA_A In Face ft²	C_AA_A Out Face ft²
					C	26.749	15.025		35.97	3.240	0.000

Tower Pressure - Service

$G_H = 0.850$

Section Elevation ft	z ft	K_Z	q_z ksf	A_G ft²	Face	A_F ft²	A_R ft²	A_{leg} ft²	Leg %	C_AA_A In Face ft²	C_AA_A Out Face ft²
T1 170.000-160.000	165.000	1.406	0.011	41.667	A	4.218	3.333	3.333	44.14	0.000	0.000
					B	4.218	3.333		44.14	0.000	0.000
					C	4.218	3.333		44.14	2.160	0.000
T2 160.000-140.000	150.000	1.378	0.011	103.755	A	7.952	7.512	7.512	48.58	4.905	0.000
					B	7.952	7.512		48.58	0.000	0.000
					C	7.952	7.512		48.58	4.320	0.000
T3 140.000-120.000	130.000	1.337	0.010	144.589	A	9.715	9.182	9.182	48.59	17.440	0.000
					B	9.715	9.182		48.59	0.000	0.000
					C	9.715	9.182		48.59	4.320	0.000
T4 120.000-100.000	110.000	1.291	0.010	185.841	A	13.554	11.686	11.686	46.30	18.385	0.000
					B	13.554	11.686		46.30	0.000	0.000
					C	13.554	11.686		46.30	4.320	0.000
T5 100.000-80.000	90.000	1.238	0.010	226.258	A	15.627	12.521	12.521	44.48	20.335	0.000
					B	15.627	12.521		44.48	0.000	0.000
					C	15.627	12.521		44.48	4.320	0.000
T6 80.000-60.000	70.000	1.174	0.009	266.675	A	17.537	13.356	13.356	43.23	25.240	0.000
					B	17.537	13.356		43.23	0.000	0.000
					C	17.537	13.356		43.23	4.320	0.000
T7 60.000-40.000	50.000	1.094	0.009	307.092	A	20.767	14.190	14.190	40.59	27.130	0.000
					B	20.767	14.190		40.59	0.000	0.000
					C	20.767	14.190		40.59	4.320	0.000
T8 40.000-20.000	30.000	0.982	0.008	347.509	A	27.597	15.025	15.025	35.25	29.650	0.000
					B	27.597	15.025		35.25	0.000	0.000
					C	27.597	15.025		35.25	4.320	0.000
T9 20.000-0.000	10.000	0.85	0.007	387.509	A	26.749	15.025	15.025	35.97	26.809	0.000
					B	26.749	15.025		35.97	0.000	0.000
					C	26.749	15.025		35.97	3.240	0.000

Tower Forces - No Ice - Wind Normal To Face

Section Elevation ft	Add Weight K	Self Weight K	Face	e	C_F	q_z ksf	D_F	D_R	A_E ft²	F K	w plf	Ctrl. Face
T1 170.000-160.000	0.01	0.51	A	0.181	2.66	0.036	1	1	6.123	0.53	53.346	C
			B	0.181	2.66		1	1	6.123			
			C	0.181	2.66		1	1	6.123			
T2 160.000-140.000	0.04	1.17	A	0.149	2.775	0.035	1	1	12.215	1.16	57.988	A
			B	0.149	2.775		1	1	12.215			
			C	0.149	2.775		1	1	12.215			
T3 140.000-120.000	0.07	1.65	A	0.131	2.844	0.034	1	1	14.911	1.59	79.390	A
			B	0.131	2.844		1	1	14.911			
			C	0.131	2.844		1	1	14.911			
T4 120.000-100.000	0.08	2.59	A	0.136	2.824	0.033	1	1	19.957	1.94	96.883	A
			B	0.136	2.824		1	1	19.957			
			C	0.136	2.824		1	1	19.957			
T5 100.000-80.000	0.08	2.97	A	0.124	2.868	0.031	1	1	22.360	2.10	104.803	A
			B	0.124	2.868		1	1	22.360			
			C	0.124	2.868		1	1	22.360			
T6 80.000-60.000	0.10	3.97	A	0.116	2.901	0.030	1	1	24.606	2.25	112.323	A
			B	0.116	2.901		1	1	24.606			
			C	0.116	2.901		1	1	24.606			

Section Elevation ft	Add Weight K	Self Weight K	Face	e	C_F	q_z ksf	D_F	D_R	A_E ft²	F K	w plf	Ctrl. Face
T7 60.000-40.000	0.10	4.50	A	0.114	2.909	0.028	1	1	28.202	2.37	118.549	A
			B	0.114	2.909		1	1	28.202			
			C	0.114	2.909		1	1	28.202			
T8 40.000-20.000	0.11	5.39	A	0.123	2.875	0.025	1	1	35.479	2.58	129.203	A
			B	0.123	2.875		1	1	35.479			
			C	0.123	2.875		1	1	35.479			
T9 20.000-0.000	0.09	5.17	A	0.108	2.933	0.022	1	1	34.816	2.20	109.857	A
			B	0.108	2.933		1	1	34.816			
			C	0.108	2.933		1	1	34.816			
Sum Weight:	0.67	27.92						OTM	1245.484 kip-ft	16.71		

Tower Forces - No Ice - Wind 60 To Face

Section Elevation ft	Add Weight K	Self Weight K	Face	e	C_F	q_z ksf	D_F	D_R	A_E ft²	F K	w plf	Ctrl. Face
T1 170.000-160.000	0.01	0.51	A	0.181	2.66	0.036	0.8	1	5.280	0.47	46.538	A
			B	0.181	2.66		0.8	1	5.280			
			C	0.181	2.66		0.8	1	5.280			
T2 160.000-140.000	0.04	1.17	A	0.149	2.775	0.035	0.8	1	10.625	1.03	51.426	B
			B	0.149	2.775		0.8	1	10.625			
			C	0.149	2.775		0.8	1	10.625			
T3 140.000-120.000	0.07	1.65	A	0.131	2.844	0.034	0.8	1	12.968	1.43	71.418	B
			B	0.131	2.844		0.8	1	12.968			
			C	0.131	2.844		0.8	1	12.968			
T4 120.000-100.000	0.08	2.59	A	0.136	2.824	0.033	0.8	1	17.246	1.72	86.219	B
			B	0.136	2.824		0.8	1	17.246			
			C	0.136	2.824		0.8	1	17.246			
T5 100.000-80.000	0.08	2.97	A	0.124	2.868	0.031	0.8	1	19.235	1.86	92.835	B
			B	0.124	2.868		0.8	1	19.235			
			C	0.124	2.868		0.8	1	19.235			
T6 80.000-60.000	0.10	3.97	A	0.116	2.901	0.030	0.8	1	21.099	1.99	99.436	B
			B	0.116	2.901		0.8	1	21.099			
			C	0.116	2.901		0.8	1	21.099			
T7 60.000-40.000	0.10	4.50	A	0.114	2.909	0.028	0.8	1	24.049	2.09	104.294	B
			B	0.114	2.909		0.8	1	24.049			
			C	0.114	2.909		0.8	1	24.049			
T8 40.000-20.000	0.11	5.39	A	0.123	2.875	0.025	0.8	1	29.960	2.25	112.392	B
			B	0.123	2.875		0.8	1	29.960			
			C	0.123	2.875		0.8	1	29.960			
T9 20.000-0.000	0.09	5.17	A	0.108	2.933	0.022	0.8	1	29.466	1.91	95.471	B
			B	0.108	2.933		0.8	1	29.466			
			C	0.108	2.933		0.8	1	29.466			
Sum Weight:	0.67	27.92						OTM	1103.570 kip-ft	14.74		

Tower Forces - No Ice - Wind 90 To Face

Section Elevation ft	Add Weight K	Self Weight K	Face	e	C_F	q_z ksf	D_F	D_R	A_E ft²	F K	w plf	Ctrl. Face
T1 170.000-160.000	0.01	0.51	A	0.181	2.66	0.036	0.85	1	5.490	0.48	48.240	B
			B	0.181	2.66		0.85	1	5.490			
			C	0.181	2.66		0.85	1	5.490			

Section Elevation ft	Add Weight K	Self Weight K	Face	e	C_F	q_z ksf	D_F	D_R	A_E ft²	F K	w plf	Ctrl. Face
T2 160.000-140.000	0.04	1.17	A	0.149	2.775	0.035	0.85	1	11.023	1.07	53.709	B
			B	0.149	2.775		0.85	1	11.023			
			C	0.149	2.775		0.85	1	11.023			
T3 140.000-120.000	0.07	1.65	A	0.131	2.844	0.034	0.85	1	13.454	1.48	74.034	B
			B	0.131	2.844		0.85	1	13.454			
			C	0.131	2.844		0.85	1	13.454			
T4 120.000-100.000	0.08	2.59	A	0.136	2.824	0.033	0.85	1	17.924	1.79	89.487	B
			B	0.136	2.824		0.85	1	17.924			
			C	0.136	2.824		0.85	1	17.924			
T5 100.000-80.000	0.08	2.97	A	0.124	2.868	0.031	0.85	1	20.016	1.93	96.404	B
			B	0.124	2.868		0.85	1	20.016			
			C	0.124	2.868		0.85	1	20.016			
T6 80.000-60.000	0.10	3.97	A	0.116	2.901	0.030	0.85	1	21.976	2.06	103.204	B
			B	0.116	2.901		0.85	1	21.976			
			C	0.116	2.901		0.85	1	21.976			
T7 60.000-40.000	0.10	4.50	A	0.114	2.909	0.028	0.85	1	25.087	2.17	108.367	B
			B	0.114	2.909		0.85	1	25.087			
			C	0.114	2.909		0.85	1	25.087			
T8 40.000-20.000	0.11	5.39	A	0.123	2.875	0.025	0.85	1	31.340	2.34	117.052	B
			B	0.123	2.875		0.85	1	31.340			
			C	0.123	2.875		0.85	1	31.340			
T9 20.000-0.000	0.09	5.17	A	0.108	2.933	0.022	0.85	1	30.804	1.99	99.364	B
			B	0.108	2.933		0.85	1	30.804			
			C	0.108	2.933		0.85	1	30.804			
Sum Weight:	0.67	27.92						OTM	1146.568 kip-ft	15.31		

Tower Forces - Service - Wind Normal To Face

Section Elevation ft	Add Weight K	Self Weight K	Face	e	C_F	q_z ksf	D_F	D_R	A_E ft²	F K	w plf	Ctrl. Face
T1 170.000-160.000	0.01	0.51	A	0.181	2.66	0.011	1	1	6.123	0.16	16.465	C
			B	0.181	2.66		1	1	6.123			
			C	0.181	2.66		1	1	6.123			
T2 160.000-140.000	0.04	1.17	A	0.149	2.775	0.011	1	1	12.215	0.36	17.898	A
			B	0.149	2.775		1	1	12.215			
			C	0.149	2.775		1	1	12.215			
T3 140.000-120.000	0.07	1.65	A	0.131	2.844	0.010	1	1	14.911	0.49	24.503	A
			B	0.131	2.844		1	1	14.911			
			C	0.131	2.844		1	1	14.911			
T4 120.000-100.000	0.08	2.59	A	0.136	2.824	0.010	1	1	20.171	0.60	30.162	A
			B	0.136	2.824		1	1	20.171			
			C	0.136	2.824		1	1	20.171			
T5 100.000-80.000	0.08	2.97	A	0.124	2.868	0.010	1	1	22.706	0.66	32.755	A
			B	0.124	2.868		1	1	22.706			
			C	0.124	2.868		1	1	22.706			
T6 80.000-60.000	0.10	3.97	A	0.116	2.901	0.009	1	1	25.082	0.70	35.207	A
			B	0.116	2.901		1	1	25.082			
			C	0.116	2.901		1	1	25.082			
T7 60.000-40.000	0.10	4.50	A	0.114	2.909	0.009	1	1	28.783	0.74	37.204	A
			B	0.114	2.909		1	1	28.783			
			C	0.114	2.909		1	1	28.783			
T8 40.000-20.000	0.11	5.39	A	0.123	2.875	0.008	1	1	36.091	0.81	40.452	A
			B	0.123	2.875		1	1	36.091			
			C	0.123	2.875		1	1	36.091			
T9 20.000-0.000	0.09	5.17	A	0.108	2.933	0.007	1	1	35.232	0.69	34.252	A
			B	0.108	2.933		1	1	35.232			
			C	0.108	2.933		1	1	35.232			
Sum Weight:	0.67	27.92						OTM	387.502 kip-ft	5.21		

Tower Forces - Service - Wind 60 To Face

Section Elevation ft	Add Weight K	Self Weight K	Face	e	C_F	q_z ksf	D_F	D_R	A_E ft²	F K	w plf	Ctrl. Face
T1 170.000-160.000	0.01	0.51	A	0.181	2.66	0.011	0.8	1	5.280	0.14	14.364	A
			B	0.181	2.66		0.8	1	5.280			
			C	0.181	2.66		0.8	1	5.280			
T2 160.000-140.000	0.04	1.17	A	0.149	2.775	0.011	0.8	1	10.625	0.32	15.872	B
			B	0.149	2.775		0.8	1	10.625			
			C	0.149	2.775		0.8	1	10.625			
T3 140.000-120.000	0.07	1.65	A	0.131	2.844	0.010	0.8	1	12.968	0.44	22.043	B
			B	0.131	2.844		0.8	1	12.968			
			C	0.131	2.844		0.8	1	12.968			
T4 120.000-100.000	0.08	2.59	A	0.136	2.824	0.010	0.8	1	17.460	0.54	26.871	B
			B	0.136	2.824		0.8	1	17.460			
			C	0.136	2.824		0.8	1	17.460			
T5 100.000-80.000	0.08	2.97	A	0.124	2.868	0.010	0.8	1	19.581	0.58	29.062	B
			B	0.124	2.868		0.8	1	19.581			
			C	0.124	2.868		0.8	1	19.581			
T6 80.000-60.000	0.10	3.97	A	0.116	2.901	0.009	0.8	1	21.575	0.62	31.230	B
			B	0.116	2.901		0.8	1	21.575			
			C	0.116	2.901		0.8	1	21.575			
T7 60.000-40.000	0.10	4.50	A	0.114	2.909	0.009	0.8	1	24.629	0.66	32.805	B
			B	0.114	2.909		0.8	1	24.629			
			C	0.114	2.909		0.8	1	24.629			
T8 40.000-20.000	0.11	5.39	A	0.123	2.875	0.008	0.8	1	30.571	0.71	35.264	B
			B	0.123	2.875		0.8	1	30.571			
			C	0.123	2.875		0.8	1	30.571			
T9 20.000-0.000	0.09	5.17	A	0.108	2.933	0.007	0.8	1	29.883	0.60	29.812	B
			B	0.108	2.933		0.8	1	29.883			
			C	0.108	2.933		0.8	1	29.883			
Sum Weight:	0.67	27.92						OTM	343.701 kip-ft	4.60		

Tower Forces - Service - Wind 90 To Face

Section Elevation ft	Add Weight K	Self Weight K	Face	e	C_F	q_z ksf	D_F	D_R	A_E ft²	F K	w plf	Ctrl. Face
T1 170.000-160.000	0.01	0.51	A	0.181	2.66	0.011	0.85	1	5.490	0.15	14.889	B
			B	0.181	2.66		0.85	1	5.490			
			C	0.181	2.66		0.85	1	5.490			
T2 160.000-140.000	0.04	1.17	A	0.149	2.775	0.011	0.85	1	11.023	0.33	16.577	B
			B	0.149	2.775		0.85	1	11.023			
			C	0.149	2.775		0.85	1	11.023			
T3 140.000-120.000	0.07	1.65	A	0.131	2.844	0.010	0.85	1	13.454	0.46	22.850	B
			B	0.131	2.844		0.85	1	13.454			
			C	0.131	2.844		0.85	1	13.454			
T4 120.000-100.000	0.08	2.59	A	0.136	2.824	0.010	0.85	1	18.138	0.56	27.880	B
			B	0.136	2.824		0.85	1	18.138			
			C	0.136	2.824		0.85	1	18.138			
T5 100.000-80.000	0.08	2.97	A	0.124	2.868	0.010	0.85	1	20.362	0.60	30.163	B
			B	0.124	2.868		0.85	1	20.362			
			C	0.124	2.868		0.85	1	20.362			
T6 80.000-60.000	0.10	3.97	A	0.116	2.901	0.009	0.85	1	22.452	0.65	32.393	B
			B	0.116	2.901		0.85	1	22.452			
			C	0.116	2.901		0.85	1	22.452			
T7 60.000-	0.10	4.50	A	0.114	2.909	0.009	0.85	1	25.668	0.68	34.062	B

Section Elevation ft	Add Weight K	Self Weight K	Face	e	C_F	q_z ksf	D_F	D_R	A_E ft²	F K	w plf	Ctrl. Face
40.000			B	0.114	2.909		0.85	1	25.668			
			C	0.114	2.909		0.85	1	25.668			
T8 40.000-20.000	0.11	5.39	A	0.123	2.875	0.008	0.85	1	31.951	0.73	36.702	B
			B	0.123	2.875		0.85	1	31.951			
			C	0.123	2.875		0.85	1	31.951			
T9 20.000-0.000	0.09	5.17	A	0.108	2.933	0.007	0.85	1	31.220	0.62	31.014	B
			B	0.108	2.933		0.85	1	31.220			
			C	0.108	2.933		0.85	1	31.220			
Sum Weight:	0.67	27.92						OTM	356.972 kip-ft	4.78		

Discrete Appurtenance Pressures - No Ice $G_H = 0.850$

Description	Aiming Azimuth °	Weight K	$Offset_x$ ft	$Offset_z$ ft	z ft	K_z	q_z ksf	C_AA_C Front ft²	C_AA_C Side ft²
(3) Sitepro1 VFA12-HD Sector Mounts	0.000	0.79	0.000	0.000	175.000	1.424	0.036	29.400	29.400
Ericsson RRUS 4480 B71+B85A	0.000	0.09	0.000	-5.309	175.000	1.424	0.036	2.852	1.383
Ericsson RRUS 4480 B71+B85A	120.000	0.09	4.598	2.655	175.000	1.424	0.036	2.852	1.383
Ericsson RRUS 4480 B71+B85A	240.000	0.09	-4.598	2.655	175.000	1.424	0.036	2.852	1.383
Ericsson RRUS 4460 B25+B66	0.000	0.11	0.000	-5.309	175.000	1.424	0.036	2.564	1.976
Ericsson RRUS 4460 B25+B66	120.000	0.11	4.598	2.655	175.000	1.424	0.036	2.564	1.976
Ericsson RRUS 4460 B25+B66	240.000	0.11	-4.598	2.655	175.000	1.424	0.036	2.564	1.976
Commscope FFVV-65C-R3-V1	0.000	0.21	0.000	-5.309	175.000	1.424	0.036	21.125	10.984
Commscope FFVV-65C-R3-V1	120.000	0.21	4.598	2.655	175.000	1.424	0.036	21.125	10.984
Commscope FFVV-65C-R3-V1	240.000	0.21	-4.598	2.655	175.000	1.424	0.036	21.125	10.984
Decibel DB224 Omni Antenna (EOC)	0.000	0.03	0.000	-2.309	170.000	1.415	0.036	3.150	3.150
Decibel DB413 Omni Antenna (EOC)	120.000	0.03	4.598	2.655	170.000	1.415	0.036	2.550	2.550
Side Arm Mount (EOC)	0.000	0.12	0.000	-3.809	165.000	1.406	0.036	2.240	5.320
Side Arm Mount (EOC)	120.000	0.12	3.299	1.905	165.000	1.406	0.036	2.240	5.320
Side Arm Mount (EOC)	240.000	0.12	-3.299	1.905	165.000	1.406	0.036	2.240	5.320
Pipe Mount (EOC)	0.000	0.07	0.000	-3.887	150.000	1.378	0.035	3.000	0.900
Pipe Mount (EOC)	120.000	0.07	3.366	1.943	150.000	1.378	0.035	3.000	0.900
Pipe Mount (EOC)	240.000	0.07	-3.366	1.943	150.000	1.378	0.035	3.000	0.900
DB 633-C CAT 5 (EOC)	0.000	0.01	0.000	-6.175	145.000	1.369	0.035	0.650	0.650
DB 633-C CAT 5 (EOC)	120.000	0.01	5.348	3.088	145.000	1.369	0.035	0.650	0.650
DB 633-C CAT 5 (EOC)	240.000	0.01	-5.348	3.088	145.000	1.369	0.035	0.650	0.650
Decibel DB 222 Omni	0.000	0.02	0.000	-6.464	140.000	1.359	0.034	1.600	1.600
Decibel DB 222 Omni	120.000	0.02	5.598	3.232	140.000	1.359	0.034	1.600	1.600
Side Arm Mount (EOC)	0.000	0.12	0.000	-4.964	140.000	1.359	0.034	2.240	5.320
Side Arm Mount (EOC)	120.000	0.12	4.299	2.482	140.000	1.359	0.034	2.240	5.320
Side Arm Mount (EOC)	240.000	0.12	-4.299	2.482	140.000	1.359	0.034	2.240	5.320
TV Antennas	120.000	0.03	6.848	3.954	115.000	1.303	0.033	3.150	3.150
Side Arm Mount (EOC)	120.000	0.12	5.549	3.204	115.000	1.303	0.033	2.240	5.320
Decibel DB 633-C Omni Antenna (EOC)	0.000	0.01	0.000	-9.640	85.000	1.223	0.031	0.650	0.650
Decibel DB 633-C Omni Antenna (EOC)	120.000	0.01	8.348	4.820	85.000	1.223	0.031	0.650	0.650

Description	Aiming Azimuth °	Weight K	Offset$_x$ ft	Offset$_z$ ft	z ft	K_z	q_z ksf	C_AA_C Front ft^2	C_AA_C Side ft^2
Decibel DB 633-C Omni Antenna (EOC)	240.000	0.01	-8.348	4.820	85.000	1.223	0.031	0.650	0.650
Side Arm Mount (EOC)	0.000	0.12	0.000	-8.140	85.000	1.223	0.031	2.240	5.320
Side Arm Mount (EOC)	120.000	0.12	7.049	4.070	85.000	1.223	0.031	2.240	5.320
Side Arm Mount (EOC)	240.000	0.12	-7.049	4.070	85.000	1.223	0.031	2.240	5.320
Diamond X32004 Omni Antenna (EOC)	240.000	0.04	-9.598	5.541	60.000	1.137	0.029	4.870	4.870
Side Arm Mount (EOC)	240.000	0.12	-8.299	4.791	60.000	1.137	0.029	2.240	5.320
Diamond X50NA Omni Antenna (EOC)	240.000	0.02	-10.098	5.830	50.000	1.094	0.028	1.650	1.650
Side Arm Mount (EOC)	240.000	0.12	-8.799	5.080	50.000	1.094	0.028	2.240	5.320
Diamond X50NA Omni Antenna (EOC)	240.000	0.02	-10.598	6.119	40.000	1.044	0.026	1.650	1.650
Side Arm Mount (EOC)	240.000	0.12	-9.299	5.369	40.000	1.044	0.026	2.240	5.320
Diamond X50NA Omni Antenna (EOC)	240.000	0.02	-11.098	6.407	30.000	0.982	0.025	1.650	1.650
Side Arm Mount (EOC)	240.000	0.12	-9.799	5.657	30.000	0.982	0.025	2.240	5.320
Diamond X50NA Omni Antenna (EOC)	240.000	0.02	-11.598	6.696	20.000	0.902	0.023	1.650	1.650
Side Arm Mount (EOC)	240.000	0.12	-10.299	5.946	20.000	0.902	0.023	2.240	5.320
	Sum Weight:	4.34							

Discrete Appurtenance Pressures - Service $G_H = 0.850$

Description	Aiming Azimuth °	Weight K	Offset$_x$ ft	Offset$_z$ ft	z ft	K_z	q_z ksf	C_AA_C Front ft^2	C_AA_C Side ft^2
(3) Sitepro1 VFA12-HD Sector Mounts	0.000	0.79	0.000	0.000	175.000	1.424	0.011	29.400	29.400
Ericsson RRUS 4480 B71+B85A	0.000	0.09	0.000	-5.309	175.000	1.424	0.011	2.852	1.383
Ericsson RRUS 4480 B71+B85A	120.000	0.09	4.598	2.655	175.000	1.424	0.011	2.852	1.383
Ericsson RRUS 4480 B71+B85A	240.000	0.09	-4.598	2.655	175.000	1.424	0.011	2.852	1.383
Ericsson RRUS 4460 B25+B66	0.000	0.11	0.000	-5.309	175.000	1.424	0.011	2.564	1.976
Ericsson RRUS 4460 B25+B66	120.000	0.11	4.598	2.655	175.000	1.424	0.011	2.564	1.976
Ericsson RRUS 4460 B25+B66	240.000	0.11	-4.598	2.655	175.000	1.424	0.011	2.564	1.976
Commscope FFVV-65C-R3-V1	0.000	0.21	0.000	-5.309	175.000	1.424	0.011	21.125	10.984
Commscope FFVV-65C-R3-V1	120.000	0.21	4.598	2.655	175.000	1.424	0.011	21.125	10.984
Commscope FFVV-65C-R3-V1	240.000	0.21	-4.598	2.655	175.000	1.424	0.011	21.125	10.984
Decibel DB224 Omni Antenna (EOC)	0.000	0.03	0.000	-2.309	170.000	1.415	0.011	3.150	3.150
Decibel DB413 Omni Antenna (EOC)	120.000	0.03	4.598	2.655	170.000	1.415	0.011	2.550	2.550
Side Arm Mount (EOC)	0.000	0.12	0.000	-3.809	165.000	1.406	0.011	2.240	5.320
Side Arm Mount (EOC)	120.000	0.12	3.299	1.905	165.000	1.406	0.011	2.240	5.320
Side Arm Mount (EOC)	240.000	0.12	-3.299	1.905	165.000	1.406	0.011	2.240	5.320
Pipe Mount (EOC)	0.000	0.07	0.000	-3.887	150.000	1.378	0.011	3.000	0.900
Pipe Mount (EOC)	120.000	0.07	3.366	1.943	150.000	1.378	0.011	3.000	0.900
Pipe Mount (EOC)	240.000	0.07	-3.366	1.943	150.000	1.378	0.011	3.000	0.900
DB 633-C CAT 5 (EOC)	0.000	0.01	0.000	-6.175	145.000	1.369	0.011	0.650	0.650
DB 633-C CAT 5 (EOC)	120.000	0.01	5.348	3.088	145.000	1.369	0.011	0.650	0.650
DB 633-C CAT 5 (EOC)	240.000	0.01	-5.348	3.088	145.000	1.369	0.011	0.650	0.650
Decibel DB 222 Omni	0.000	0.02	0.000	-6.464	140.000	1.359	0.011	1.600	1.600
Decibel DB 222 Omni	120.000	0.02	5.598	3.232	140.000	1.359	0.011	1.600	1.600

Description	Aiming Azimuth °	Weight K	$Offset_x$ ft	$Offset_z$ ft	z ft	K_z	q_z ksf	C_AA_C Front ft^2	C_AA_C Side ft^2
Side Arm Mount (EOC)	0.000	0.12	0.000	-4.964	140.000	1.359	0.011	2.240	5.320
Side Arm Mount (EOC)	120.000	0.12	4.299	2.482	140.000	1.359	0.011	2.240	5.320
Side Arm Mount (EOC)	240.000	0.12	-4.299	2.482	140.000	1.359	0.011	2.240	5.320
TV Antennas	120.000	0.03	6.848	3.954	115.000	1.303	0.010	3.150	3.150
Side Arm Mount (EOC)	120.000	0.12	5.549	3.204	115.000	1.303	0.010	2.240	5.320
Decibel DB 633-C Omni Antenna (EOC)	0.000	0.01	0.000	-9.640	85.000	1.223	0.010	0.650	0.650
Decibel DB 633-C Omni Antenna (EOC)	120.000	0.01	8.348	4.820	85.000	1.223	0.010	0.650	0.650
Decibel DB 633-C Omni Antenna (EOC)	240.000	0.01	-8.348	4.820	85.000	1.223	0.010	0.650	0.650
Side Arm Mount (EOC)	0.000	0.12	0.000	-8.140	85.000	1.223	0.010	2.240	5.320
Side Arm Mount (EOC)	120.000	0.12	7.049	4.070	85.000	1.223	0.010	2.240	5.320
Side Arm Mount (EOC)	240.000	0.12	-7.049	4.070	85.000	1.223	0.010	2.240	5.320
Diamond X32004 Omni Antenna (EOC)	240.000	0.04	-9.598	5.541	60.000	1.137	0.009	4.870	4.870
Side Arm Mount (EOC)	240.000	0.12	-8.299	4.791	60.000	1.137	0.009	2.240	5.320
Diamond X50NA Omni Antenna (EOC)	240.000	0.02	-10.098	5.830	50.000	1.094	0.009	1.650	1.650
Side Arm Mount (EOC)	240.000	0.12	-8.799	5.080	50.000	1.094	0.009	2.240	5.320
Diamond X50NA Omni Antenna (EOC)	240.000	0.02	-10.598	6.119	40.000	1.044	0.008	1.650	1.650
Side Arm Mount (EOC)	240.000	0.12	-9.299	5.369	40.000	1.044	0.008	2.240	5.320
Diamond X50NA Omni Antenna (EOC)	240.000	0.02	-11.098	6.407	30.000	0.982	0.008	1.650	1.650
Side Arm Mount (EOC)	240.000	0.12	-9.799	5.657	30.000	0.982	0.008	2.240	5.320
Diamond X50NA Omni Antenna (EOC)	240.000	0.02	-11.598	6.696	20.000	0.902	0.007	1.650	1.650
Side Arm Mount (EOC)	240.000	0.12	-10.299	5.946	20.000	0.902	0.007	2.240	5.320
	Sum Weight:	4.34							

Dish Pressures - No Ice

Elevation ft	Dish Description	Aiming Azimuth °	Weight K	$Offset_x$ ft	$Offset_z$ ft	K_z	A_A ft^2	q_z ksf
150.000	Radio Waves 3' Dish	0.000	0.04	0.000	-3.887	1.378	7.100	0.035
150.000	Andrew 4' w/Radome	120.000	0.14	3.366	1.943	1.378	12.566	0.035
150.000	Radio Waves 2' Dish	240.000	0.02	-3.366	1.943	1.378	3.140	0.035
		Sum Weight:	0.20					

Dish Pressures - Service

Elevation ft	Dish Description	Aiming Azimuth °	Weight K	$Offset_x$ ft	$Offset_z$ ft	K_z	A_A ft^2	q_z ksf
150.000	Radio Waves 3' Dish	0.000	0.04	0.000	-3.887	1.378	7.100	0.011
150.000	Andrew 4' w/Radome	120.000	0.14	3.366	1.943	1.378	12.566	0.011
150.000	Radio Waves 2' Dish	240.000	0.02	-3.366	1.943	1.378	3.140	0.011
		Sum Weight:	0.20					

Force Totals

Load Case	Vertical Forces K	Sum of Forces X K	Sum of Forces Z K	Sum of Overturning Moments, M_x kip-ft	Sum of Overturning Moments, M_z kip-ft	Sum of Torques kip-ft
Leg Weight	18.55					
Bracing Weight	9.37					
Total Member Self-Weight	27.92			4.548	5.306	
Total Weight	33.13			4.548	5.306	
Wind 0 deg - No Ice		-0.48	-22.44	-2083.481	62.029	-5.958
Wind 90 deg - No Ice		20.60	0.05	-2.584	-1933.149	5.722
Wind 180 deg - No Ice		0.16	20.38	1937.676	-3.518	5.423
Total Weight	33.13			4.548	5.306	
Wind 0 deg - Service		-0.15	-6.98	-642.998	22.813	-1.839
Wind 90 deg - Service		6.41	0.02	2.347	-596.076	1.766
Wind 180 deg - Service		0.05	6.34	604.286	2.582	1.674

Load Combinations

Comb. No.	Description
1	Dead Only
2	1.2 Dead+1.6 Wind 0 deg - No Ice
3	0.9 Dead+1.6 Wind 0 deg - No Ice
4	1.2 Dead+1.6 Wind 90 deg - No Ice
5	0.9 Dead+1.6 Wind 90 deg - No Ice
6	1.2 Dead+1.6 Wind 180 deg - No Ice
7	0.9 Dead+1.6 Wind 180 deg - No Ice
8	Dead+Wind 0 deg - Service
9	Dead+Wind 90 deg - Service
10	Dead+Wind 180 deg - Service

Maximum Member Forces

Section No.	Elevation ft	Component Type	Condition	Gov. Load Comb.	Axial K	Major Axis Moment kip-ft	Minor Axis Moment kip-ft
T1	170 - 160	Leg	Max Tension	7	16.70	0.000	-0.023
			Max. Compression	2	-18.58	-0.005	0.073
			Max. Mx	4	-0.97	-0.067	-0.003
			Max. My	2	-18.58	-0.005	0.073
			Max. Vy	4	-1.60	0.000	0.000
			Max. Vx	3	1.67	0.000	0.000
		Diagonal	Max Tension	5	3.10	0.000	0.000
			Max. Compression	4	-3.15	0.000	0.000
			Max. Mx	2	2.32	0.013	-0.004
			Max. My	7	-2.38	-0.005	0.004
			Max. Vy	2	-0.01	0.013	-0.004
			Max. Vx	7	-0.00	0.000	0.000
		Top Girt	Max Tension	3	0.99	0.000	0.000
			Max. Compression	6	-1.02	0.000	0.000
			Max. Mx	2	-0.51	-0.006	0.000
			Max. Vy	2	0.01	0.000	0.000
T2	160 - 140	Leg	Max Tension	7	39.69	-0.029	0.004
			Max. Compression	2	-43.79	0.083	0.015
			Max. Mx	2	-43.79	0.083	0.015
			Max. My	3	16.53	-0.022	0.127
			Max. Vy	3	0.51	0.079	0.020
			Max. Vx	6	0.47	0.040	-0.038
		Diagonal	Max Tension	7	2.48	0.000	0.000
			Max. Compression	2	-2.59	0.000	0.000
			Max. Mx	2	1.61	0.016	-0.004
			Max. My	2	-2.14	-0.008	-0.005
			Max. Vy	2	-0.01	0.016	-0.003
			Max. Vx	2	0.00	0.000	0.000

Section No.	Elevation ft	Component Type	Condition	Gov. Load Comb.	Axial K	Major Axis Moment kip-ft	Minor Axis Moment kip-ft
T3	140 - 120	Leg	Max Tension	7	59.73	-0.052	-0.006
			Max. Compression	2	-66.70	0.138	-0.026
			Max. Mx	3	-66.04	0.140	-0.026
			Max. My	3	32.01	-0.079	-0.162
			Max. Vy	6	-0.28	-0.073	-0.004
			Max. Vx	5	0.26	0.003	-0.017
		Diagonal	Max Tension	2	2.58	0.000	0.000
			Max. Compression	2	-2.72	0.000	0.000
			Max. Mx	2	2.16	0.011	-0.001
			Max. My	6	-2.36	0.002	0.002
			Max. Vy	6	0.01	0.011	-0.000
			Max. Vx	6	-0.00	0.000	0.000
T4	120 - 100	Leg	Max Tension	7	76.85	-0.109	-0.018
			Max. Compression	2	-86.91	0.185	-0.009
			Max. Mx	3	-78.85	0.212	-0.071
			Max. My	2	33.92	-0.112	-0.231
			Max. Vy	6	0.16	-0.207	0.066
			Max. Vx	2	0.27	-0.112	-0.231
		Diagonal	Max Tension	4	3.21	0.000	0.000
			Max. Compression	2	-3.36	0.000	0.000
			Max. Mx	2	3.15	0.025	0.001
			Max. My	6	-2.93	0.000	0.004
			Max. Vy	6	0.01	0.024	0.004
			Max. Vx	6	-0.00	0.000	0.000
T5	100 - 80	Leg	Max Tension	7	94.18	-0.283	-0.002
			Max. Compression	2	-108.29	0.071	-0.022
			Max. Mx	2	-107.82	0.323	0.003
			Max. My	4	-5.91	-0.049	0.516
			Max. Vy	6	-0.23	-0.280	-0.002
			Max. Vx	4	-0.18	-0.049	0.516
		Diagonal	Max Tension	4	3.75	0.000	0.000
			Max. Compression	4	-3.72	0.000	0.000
			Max. Mx	4	1.69	0.028	-0.002
			Max. My	6	-3.38	0.016	0.005
			Max. Vy	4	0.02	0.028	-0.002
			Max. Vx	6	-0.00	0.000	0.000
T6	80 - 60	Leg	Max Tension	7	110.12	0.220	0.004
			Max. Compression	2	-128.58	-0.481	-0.027
			Max. Mx	2	-128.31	0.654	0.009
			Max. My	4	-7.61	-0.092	0.568
			Max. Vy	2	0.26	0.654	0.009
			Max. Vx	4	-0.18	-0.092	0.568
		Diagonal	Max Tension	5	4.74	-0.055	0.001
			Max. Compression	2	-4.95	0.000	0.000
			Max. Mx	6	3.75	-0.072	-0.004
			Max. My	2	-4.65	-0.034	0.016
			Max. Vy	6	-0.03	-0.072	-0.004
			Max. Vx	2	0.00	0.000	0.000
		Secondary Horizontal	Max Tension	2	0.30	0.014	-0.001
			Max. Compression	5	-0.27	0.014	0.003
			Max. Mx	6	-0.24	0.018	0.003
			Max. My	4	-0.19	0.015	0.003
			Max. Vy	6	-0.01	0.018	0.003
			Max. Vx	4	-0.00	0.000	0.000
T7	60 - 40	Leg	Max Tension	7	128.03	0.199	0.008
			Max. Compression	2	-151.66	-0.712	-0.037
			Max. Mx	2	-151.35	0.764	0.009
			Max. My	5	-7.35	-0.121	1.088
			Max. Vy	2	0.33	0.764	0.009
			Max. Vx	3	0.41	0.117	0.516
		Diagonal	Max Tension	5	5.50	-0.061	0.009
			Max. Compression	4	-5.58	0.000	0.000
			Max. Mx	4	2.23	-0.087	0.003
			Max. My	4	-5.54	-0.055	0.025
			Max. Vy	4	-0.04	-0.087	0.003
			Max. Vx	4	0.00	0.000	0.000
		Secondary Horizontal	Max Tension	4	0.37	0.020	0.000

Section No.	Elevation ft	Component Type	Condition	Gov. Load Comb.	Axial K	Major Axis Moment kip-ft	Minor Axis Moment kip-ft
			Max. Compression	5	-0.33	0.026	0.004
			Max. Mx	2	-0.32	0.032	0.004
			Max. My	4	-0.22	0.022	0.005
			Max. Vy	2	-0.02	0.032	0.004
			Max. Vx	4	-0.00	0.000	0.000
T8	40 - 20	Leg	Max Tension	7	146.52	0.098	0.005
			Max. Compression	2	-176.15	-2.002	-0.065
			Max. Mx	2	-176.15	-2.002	-0.065
			Max. My	5	-8.91	-0.187	1.155
			Max. Vy	2	0.65	1.110	0.012
			Max. Vx	3	0.39	0.143	1.023
		Diagonal	Max Tension	2	6.55	-0.084	-0.025
			Max. Compression	2	-6.62	0.000	0.000
			Max. Mx	2	-0.51	-0.145	0.010
			Max. My	4	-6.43	-0.079	0.056
			Max. Vy	2	-0.05	-0.145	0.010
			Max. Vx	4	0.01	0.000	0.000
		Secondary Horizontal	Max Tension	2	0.54	0.024	0.001
			Max. Compression	7	-0.45	0.000	0.000
			Max. Mx	2	-0.31	0.060	0.004
			Max. My	4	-0.20	0.029	0.007
			Max. Vy	2	-0.03	0.060	0.004
			Max. Vx	4	-0.00	0.000	0.000
T9	20 - 0	Leg	Max Tension	7	158.72	1.448	0.023
			Max. Compression	2	-192.56	0.000	-0.000
			Max. Mx	2	-190.49	-2.002	-0.065
			Max. My	5	-8.80	-0.187	1.155
			Max. Vy	2	-0.83	2.002	0.028
			Max. Vx	3	0.34	0.652	1.043
		Diagonal	Max Tension	5	8.53	-0.103	-0.006
			Max. Compression	2	-9.96	0.000	0.000
			Max. Mx	2	6.14	-0.120	0.008
			Max. My	2	3.01	-0.061	0.008
			Max. Vy	2	0.04	-0.120	0.008
			Max. Vx	6	-0.00	0.000	0.000
		Horizontal	Max Tension	3	0.15	0.042	-0.001
			Max. Compression	4	-0.19	0.000	0.000
			Max. Mx	6	-0.01	0.058	-0.001
			Max. My	2	-0.02	0.044	-0.002
			Max. Vy	6	-0.03	0.058	-0.001
			Max. Vx	2	-0.00	0.044	-0.002
		Redund Horz 1 Bracing	Max Tension	2	0.84	0.000	0.000
			Max. Compression	7	-0.68	0.000	0.000
			Max. Mx	2	-0.17	-0.008	0.000
			Max. My	2	-0.16	0.000	0.000
			Max. Vy	2	0.01	0.000	0.000
			Max. Vx	2	-0.00	0.000	0.000
		Redund Diag 1 Bracing	Max Tension	7	0.48	0.000	0.000
			Max. Compression	2	-0.72	0.000	0.000
			Max. Mx	2	0.15	-0.016	0.000
			Max. My	2	0.23	0.000	0.001
			Max. Vy	2	0.01	0.000	0.000
			Max. Vx	2	-0.00	0.000	0.000
		Inner Bracing	Max Tension	1	0.00	0.000	0.000
			Max. Compression	4	-0.01	0.000	0.000
			Max. Mx	2	-0.01	-0.042	0.000
			Max. Vy	2	-0.02	0.000	0.000

Maximum Reactions

Location	Condition	Gov. Load Comb.	Vertical K	Horizontal, X K	Horizontal, Z K
Leg C	Max. Vert	6	102.31	8.79	-6.98
	Max. H_x	6	102.31	8.79	-6.98
	Max. H_z	5	-145.11	-15.02	7.38
	Min. Vert	5	-145.11	-15.02	7.38
	Min. H_x	5	-145.11	-15.02	7.38
	Min. H_z	6	102.31	8.79	-6.98
Leg B	Max. Vert	4	167.84	-16.78	-8.43
	Max. H_x	3	-91.16	8.52	6.47
	Max. H_z	3	-91.16	8.52	6.47
	Min. Vert	3	-91.16	8.52	6.47
	Min. H_x	4	167.84	-16.78	-8.43
	Min. H_z	4	167.84	-16.78	-8.43
Leg A	Max. Vert	2	205.82	-0.27	23.22
	Max. H_x	7	-168.87	0.22	-19.27
	Max. H_z	2	205.82	-0.27	23.22
	Min. Vert	7	-168.87	0.22	-19.27
	Min. H_x	4	13.60	-1.41	1.12
	Min. H_z	7	-168.87	0.22	-19.27

Tower Mast Reaction Summary

Load Combination	Vertical K	Shear$_x$ K	Shear$_z$ K	Overturning Moment, M_x kip-ft	Overturning Moment, M_z kip-ft	Torque kip-ft
Dead Only	33.13	0.00	0.00	4.547	5.305	0.000
1.2 Dead+1.6 Wind 0 deg - No Ice	39.76	-0.76	-35.91	-3335.390	97.123	-9.532
0.9 Dead+1.6 Wind 0 deg - No Ice	29.82	-0.76	-35.91	-3336.754	95.531	-9.532
1.2 Dead+1.6 Wind 90 deg - No Ice	39.76	32.96	0.08	-5.955	-3095.162	9.153
0.9 Dead+1.6 Wind 90 deg - No Ice	29.82	32.96	0.08	-7.320	-3096.753	9.153
1.2 Dead+1.6 Wind 180 deg - No Ice	39.76	0.25	32.60	3098.462	-7.753	8.676
0.9 Dead+1.6 Wind 180 deg - No Ice	29.82	0.25	32.60	3097.098	-9.344	8.676
Dead+Wind 0 deg - Service	33.13	-0.15	-6.98	-642.999	22.812	-1.839
Dead+Wind 90 deg - Service	33.13	6.41	0.02	2.346	-596.076	1.766
Dead+Wind 180 deg - Service	33.13	0.05	6.34	604.285	2.582	1.674

Solution Summary

	Sum of Applied Forces			Sum of Reactions			
Load Comb.	PX K	PY K	PZ K	PX K	PY K	PZ K	% Error
1	0.00	-33.13	0.00	0.00	33.13	0.00	0.000%
2	-0.76	-39.76	-35.91	0.76	39.76	35.91	0.000%
3	-0.76	-29.82	-35.91	0.76	29.82	35.91	0.000%
4	32.96	-39.76	0.08	-32.96	39.76	-0.08	0.000%
5	32.96	-29.82	0.08	-32.96	29.82	-0.08	0.000%
6	0.25	-39.76	32.60	-0.25	39.76	-32.60	0.000%
7	0.25	-29.82	32.60	-0.25	29.82	-32.60	0.000%
8	-0.15	-33.13	-6.98	0.15	33.13	6.98	0.000%
9	6.41	-33.13	0.02	-6.41	33.13	-0.02	0.000%
10	0.05	-33.13	6.34	-0.05	33.13	-6.34	0.000%

Maximum Tower Deflections - Service Wind

Section No.	Elevation ft	Horz. Deflection in	Gov. Load Comb.	Tilt °	Twist °
T1	170 - 160	1.516	8	0.098	0.011
T2	160 - 140	1.309	8	0.091	0.009
T3	140 - 120	0.959	8	0.070	0.006
T4	120 - 100	0.685	8	0.053	0.003
T5	100 - 80	0.473	8	0.042	0.002
T6	80 - 60	0.302	8	0.032	0.002
T7	60 - 40	0.176	8	0.023	0.001
T8	40 - 20	0.085	8	0.015	0.001
T9	20 - 0	0.026	8	0.007	0.001

Critical Deflections and Radius of Curvature - Service Wind

Elevation ft	Appurtenance	Gov. Load Comb.	Deflection in	Tilt °	Twist °	Radius of Curvature ft
175.000	(3) Sitepro1 VFA12-HD Sector Mounts	8	1.516	0.098	0.011	94669
170.000	Decibel DB224 Omni Antenna (EOC)	8	1.516	0.098	0.011	94669
165.000	Side Arm Mount (EOC)	8	1.411	0.095	0.010	94669
150.000	Radio Waves 3' Dish	8	1.123	0.081	0.008	54860
145.000	DB 633-C CAT 5 (EOC)	8	1.038	0.075	0.007	59598
140.000	Decibel DB 222 Omni	8	0.959	0.070	0.006	64115
115.000	TV Antennas	8	0.627	0.050	0.003	83415
85.000	Decibel DB 633-C Omni Antenna (EOC)	8	0.341	0.035	0.002	100463
60.000	Diamond X32004 Omni Antenna (EOC)	8	0.176	0.023	0.001	153219
50.000	Diamond X50NA Omni Antenna (EOC)	8	0.127	0.019	0.001	158813
40.000	Diamond X50NA Omni Antenna (EOC)	8	0.085	0.015	0.001	156836
30.000	Diamond X50NA Omni Antenna (EOC)	8	0.051	0.011	0.001	132196
20.000	Diamond X50NA Omni Antenna (EOC)	8	0.026	0.007	0.001	119243

Maximum Tower Deflections - Design Wind

Section No.	Elevation ft	Horz. Deflection in	Gov. Load Comb.	Tilt °	Twist °
T1	170 - 160	7.872	3	0.510	0.055
T2	160 - 140	6.799	3	0.472	0.047
T3	140 - 120	4.977	3	0.364	0.032
T4	120 - 100	3.556	3	0.277	0.018
T5	100 - 80	2.455	3	0.219	0.011
T6	80 - 60	1.566	3	0.168	0.008
T7	60 - 40	0.914	3	0.120	0.007
T8	40 - 20	0.440	3	0.078	0.005
T9	20 - 0	0.133	3	0.039	0.003

Critical Deflections and Radius of Curvature - Design Wind

Elevation ft	Appurtenance	Gov. Load Comb	Deflection in	Tilt °	Twist °	Radius of Curvature ft
175.000	(3) Sitepro1 VFA12-HD Sector Mounts	3	7.872	0.510	0.055	18411
170.000	Decibel DB224 Omni Antenna (EOC)	3	7.872	0.510	0.055	18411
165.000	Side Arm Mount (EOC)	3	7.328	0.492	0.051	18411
150.000	Radio Waves 3' Dish	3	5.832	0.420	0.040	10647
145.000	DB 633-C CAT 5 (EOC)	3	5.391	0.392	0.036	11476
140.000	Decibel DB 222 Omni	3	4.977	0.364	0.032	12324
115.000	TV Antennas	3	3.255	0.260	0.015	16044
85.000	Decibel DB 633-C Omni Antenna (EOC)	3	1.767	0.180	0.009	19358
60.000	Diamond X32004 Omni Antenna (EOC)	3	0.914	0.120	0.007	29439
50.000	Diamond X50NA Omni Antenna (EOC)	3	0.657	0.099	0.006	30524
40.000	Diamond X50NA Omni Antenna (EOC)	3	0.440	0.078	0.005	30163
30.000	Diamond X50NA Omni Antenna (EOC)	3	0.263	0.058	0.004	25403
20.000	Diamond X50NA Omni Antenna (EOC)	3	0.133	0.039	0.003	22899

Compression Checks

Leg Design Data (Compression)

Section No.	Elevation ft	Size	L ft	L_u ft	Kl/r	A in^2	P_u K	ϕP_n K	Ratio $\frac{P_u}{\phi P_n}$
T1	170 - 160	2	10.000	5.000	120.0 K=1.00	3.142	-18.58	49.29	0.377 [1] ✓
T2	160 - 140	2 1/4	20.033	5.008	106.8 K=1.00	3.976	-43.79	77.65	0.564 [1] ✓
T3	140 - 120	2 3/4	20.033	5.008	87.4 K=1.00	5.940	-66.70	152.86	0.436 [1] ✓
T4	120 - 100	3 1/2	20.033	6.678	91.6 K=1.00	9.621	-86.91	234.48	0.371 [1] ✓
T5	100 - 80	3 3/4	20.033	6.678	85.5 K=1.00	11.045	-108.29	291.32	0.372 [1] ✓
T6	80 - 60	4	20.033	5.209	62.5 K=1.00	12.566	-128.58	424.98	0.303 [1] ✓
T7	60 - 40	4 1/4	20.033	5.181	58.5 K=1.00	14.186	-151.66	497.00	0.305 [1] ✓
T8	40 - 20	4 1/2	20.033	5.160	55.0 K=1.00	15.904	-176.15	573.49	0.307 [1] ✓
T9	20 - 0	4 1/2	20.033	5.008	53.4 K=1.00	15.904	-192.56	580.90	0.331 [1] ✓

[1] $P_u / \phi P_n$ controls

Diagonal Design Data (Compression)

Section No.	Elevation ft	Size	L ft	L_u ft	Kl/r	A in^2	P_u K	ϕP_n K	Ratio $\frac{P_u}{\phi P_n}$

Section No.	Elevation ft	Size	L ft	L_u ft	Kl/r	A in^2	P_u K	ϕP_n K	Ratio $\frac{P_u}{\phi P_n}$
T1	170 - 160	L1 3/4x1 3/4x3/16	6.403	3.068	110.4 K=1.03	0.621	-3.15	10.59	0.297 [1]
T2	160 - 140	L1 3/4x1 3/4x3/16	7.251	3.674	126.4 K=0.98	0.621	-2.59	8.68	0.298 [1]
T3	140 - 120	L1 3/4x1 3/4x3/16	9.224	4.624	151.7 K=0.94	0.621	-2.52	6.10	0.414 [1]
T4	120 - 100	L2 1/2x2 1/2x3/16	11.744	5.897	137.5 K=0.96	0.902	-3.36	10.77	0.312 [1]
T5	100 - 80	L2 1/2x2 1/2x3/16	13.438	6.731	152.9 K=0.94	0.902	-3.72	8.71	0.427 [1]
T6	80 - 60	2L2 1/2x2 1/2x3/16x3/8	16.803	8.505	128.6 K=0.98	1.800	-4.81	24.43	0.197 [1]
T7	60 - 40	2L2 1/2x2 1/2x3/16x3/8	18.448	9.311	138.0 K=0.96	1.800	-5.58	21.34	0.261 [1]
T8	40 - 20	2L3x3x3/16x3/8	20.158	10.151	127.4 K=0.98	2.180	-6.48	29.87	0.217 [1]
T9	20 - 0	2L3x3x3/16x3/8	14.145	13.880	135.0 K=1.00	2.180	-9.96	27.02	0.369 [1]

[1] P_u / ϕP_n controls

Horizontal Design Data (Compression)

Section No.	Elevation ft	Size	L ft	L_u ft	Kl/r	A in^2	P_u K	ϕP_n K	Ratio $\frac{P_u}{\phi P_n}$
T9	20 - 0	L3x3x3/16	19.000	9.313	171.5 K=0.91	1.090	-3.34	8.37	0.399 [1]

[1] P_u / ϕP_n controls

Secondary Horizontal Design Data (Compression)

Section No.	Elevation ft	Size	L ft	L_u ft	Kl/r	A in^2	P_u K	ϕP_n K	Ratio $\frac{P_u}{\phi P_n}$
T6	80 - 60	L2x2x3/16	13.481	13.148	127.9 K=0.50	0.715	-2.29	9.80	0.234 [1]
T7	60 - 40	L2 1/2x2 1/2x3/16	15.484	15.130	118.3 K=0.51	0.902	-2.63	13.98	0.188 [1]
T8	40 - 20	L3x3x3/16	17.486	17.111	114.7 K=0.52	1.090	-3.05	17.48	0.175 [1]

[1] P_u / ϕP_n controls

Top Girt Design Data (Compression)

Section No.	Elevation ft	Size	L ft	L_u ft	Kl/r	A in^2	P_u K	ϕP_n K	Ratio $\frac{P_u}{\phi P_n}$
T1	170 - 160	L2x2x3/16	4.000	3.833	118.4	0.715	-1.02	11.08	0.092 [1]

Section No.	Elevation	Size	L	L_u	Kl/r	A	P_u	ϕP_n	Ratio $\frac{P_u}{\phi P_n}$
	ft		ft	ft		in^2	K	K	
					K=1.01				✓

[1] P_u / ϕP_n controls

Redundant Horizontal (1) Design Data (Compression)

Section No.	Elevation	Size	L	L_u	Kl/r	A	P_u	ϕP_n	Ratio $\frac{P_u}{\phi P_n}$
	ft		ft	ft		in^2	K	K	
T9	20 - 0	L2x2x3/16	4.750	4.563	139.0 K=1.00	0.715	-3.34	8.37	0.399 [1] ✓

[1] P_u / ϕP_n controls

Redundant Diagonal (1) Design Data (Compression)

Section No.	Elevation	Size	L	L_u	Kl/r	A	P_u	ϕP_n	Ratio $\frac{P_u}{\phi P_n}$
	ft		ft	ft		in^2	K	K	
T9	20 - 0	L2 1/2x2 1/2x3/16	7.073	6.792	164.7 K=1.00	0.902	-2.49	7.52	0.331 [1] ✓

[1] P_u / ϕP_n controls

Inner Bracing Design Data (Compression)

Section No.	Elevation	Size	L	L_u	Kl/r	A	P_u	ϕP_n	Ratio $\frac{P_u}{\phi P_n}$
	ft		ft	ft		in^2	K	K	
T9	20 - 0	L2 1/2x2 1/2x3/16	9.500	9.500	230.3 K=1.00	0.902	-0.01	3.84	0.002 [1] ✓

[1] P_u / ϕP_n controls

Tension Checks

Leg Design Data (Tension)

Section No.	Elevation	Size	L	L_u	Kl/r	A	P_u	ϕP_n	Ratio $\frac{P_u}{\phi P_n}$
	ft		ft	ft		in^2	K	K	
T1	170 - 160	2	10.000	5.000	120.0	3.142	16.59	141.37	0.117 [1] ✓
T2	160 - 140	2 1/4	20.033	5.008	106.8	3.976	39.68	178.92	0.222 [1] ✓
T3	140 - 120	2 3/4	20.033	5.008	87.4	5.940	59.73	267.28	0.223 [1]

Section No.	Elevation ft	Size	L ft	L_u ft	Kl/r	A in^2	P_u K	ϕP_n K	Ratio $\frac{P_u}{\phi P_n}$
T4	120 - 100	3 1/2	20.033	6.678	91.6	9.621	76.85	432.95	0.178 [1]
T5	100 - 80	3 3/4	20.033	6.678	85.5	11.045	94.18	497.01	0.189 [1]
T6	80 - 60	4	20.033	5.209	62.5	12.566	110.12	565.49	0.195 [1]
T7	60 - 40	4 1/4	20.033	5.181	58.5	14.186	128.04	638.38	0.201 [1]
T8	40 - 20	4 1/2	20.033	5.160	55.0	15.904	146.53	715.69	0.205 [1]
T9	20 - 0	4 1/2	20.033	5.008	53.4	15.904	158.72	715.69	0.222 [1]

[1] $P_u / \phi P_n$ controls

Diagonal Design Data (Tension)

Section No.	Elevation ft	Size	L ft	L_u ft	Kl/r	A in^2	P_u K	ϕP_n K	Ratio $\frac{P_u}{\phi P_n}$
T1	170 - 160	L1 3/4x1 3/4x3/16	6.403	3.068	68.6	0.621	3.10	20.12	0.154 [1]
T2	160 - 140	L1 3/4x1 3/4x3/16	7.251	3.674	82.1	0.621	2.48	20.12	0.123 [1]
T3	140 - 120	L1 3/4x1 3/4x3/16	8.401	4.220	94.3	0.621	2.58	20.12	0.128 [1]
T4	120 - 100	L2 1/2x2 1/2x3/16	11.744	5.897	91.0	0.902	3.21	29.22	0.110 [1]
T5	100 - 80	L2 1/2x2 1/2x3/16	13.438	6.731	103.8	0.902	3.75	29.22	0.128 [1]
T6	80 - 60	2L2 1/2x2 1/2x3/16x3/8	16.803	8.505	131.2	1.800	4.74	58.32	0.081 [1]
T7	60 - 40	2L2 1/2x2 1/2x3/16x3/8	18.448	9.311	143.6	1.800	5.50	58.32	0.094 [1]
T8	40 - 20	2L3x3x3/16x3/8	20.158	10.151	129.7	2.180	6.55	70.63	0.093 [1]
T9	20 - 0	2L3x3x3/16x3/8	13.457	13.192	114.7	2.180	8.53	70.63	0.121 [1]

[1] $P_u / \phi P_n$ controls

Horizontal Design Data (Tension)

Section No.	Elevation ft	Size	L ft	L_u ft	Kl/r	A in^2	P_u K	ϕP_n K	Ratio $\frac{P_u}{\phi P_n}$
T9	20 - 0	L3x3x3/16	19.000	9.313	119.0	1.090	3.34	35.32	0.095 [1]

[1] $P_u / \phi P_n$ controls

Secondary Horizontal Design Data (Tension)

Section No.	Elevation ft	Size	L ft	L_u ft	Kl/r	A in^2	P_u K	ϕP_n K	Ratio $\frac{P_u}{\phi P_n}$
T6	80 - 60	L2x2x3/16	13.481	13.148	255.7	0.715	2.29	23.17	0.099 [1] ✓
T7	60 - 40	L2 1/2x2 1/2x3/16	15.484	15.130	233.4	0.902	2.63	29.22	0.090 [1] ✓
T8	40 - 20	L3x3x3/16	17.486	17.111	218.7	1.090	3.05	35.32	0.087 [1] ✓

[1] $P_u / \phi P_n$ controls

Top Girt Design Data (Tension)

Section No.	Elevation ft	Size	L ft	L_u ft	Kl/r	A in^2	P_u K	ϕP_n K	Ratio $\frac{P_u}{\phi P_n}$
T1	170 - 160	L2x2x3/16	4.000	3.833	74.6	0.715	0.99	23.17	0.043 [1] ✓

[1] $P_u / \phi P_n$ controls

Redundant Horizontal (1) Design Data (Tension)

Section No.	Elevation ft	Size	L ft	L_u ft	Kl/r	A in^2	P_u K	ϕP_n K	Ratio $\frac{P_u}{\phi P_n}$
T9	20 - 0	L2x2x3/16	4.750	4.563	88.7	0.715	3.34	23.17	0.144 [1] ✓

[1] $P_u / \phi P_n$ controls

Redundant Diagonal (1) Design Data (Tension)

Section No.	Elevation ft	Size	L ft	L_u ft	Kl/r	A in^2	P_u K	ϕP_n K	Ratio $\frac{P_u}{\phi P_n}$
T9	20 - 0	L2 1/2x2 1/2x3/16	7.073	6.792	104.8	0.902	2.49	29.22	0.085 [1] ✓

[1] $P_u / \phi P_n$ controls

Section Capacity Table

Section No.	Elevation ft	Component Type	Size	Critical Element	P K	ϕP_{allow} K	% Capacity	Pass Fail
T1	170 - 160	Leg	2	3	-18.58	49.29	37.7	Pass

Section No.	Elevation ft	Component Type	Size	Critical Element	P K	ϕP_{allow} K	% Capacity	Pass Fail
		Diagonal	L1 3/4x1 3/4x3/16	8	-3.15	10.59	29.7	Pass
		Top Girt	L2x2x3/16	4	-1.02	11.08	9.2	Pass
T2	160 - 140	Leg	2 1/4	21	-43.79	77.65	56.4	Pass
		Diagonal	L1 3/4x1 3/4x3/16	31	-2.59	8.68	29.8	Pass
T3	140 - 120	Leg	2 3/4	48	-66.70	152.86	43.6	Pass
		Diagonal	L1 3/4x1 3/4x3/16	52	-2.52	6.10	41.4	Pass
T4	120 - 100	Leg	3 1/2	75	-86.91	234.48	37.1	Pass
		Diagonal	L2 1/2x2 1/2x3/16	79	-3.36	10.77	31.2	Pass
T5	100 - 80	Leg	3 3/4	96	-108.29	291.32	37.2	Pass
		Diagonal	L2 1/2x2 1/2x3/16	98	-3.72	8.71	42.7	Pass
T6	80 - 60	Leg	4	117	-128.58	424.98	30.3	Pass
		Diagonal	2L2 1/2x2 1/2x3/16x3/8	119	-4.81	24.43	19.7	Pass
		Secondary Horizontal	L2x2x3/16	125	-2.29	9.80	23.4	Pass
T7	60 - 40	Leg	4 1/4	138	-151.66	497.00	30.5	Pass
		Diagonal	2L2 1/2x2 1/2x3/16x3/8	140	-5.58	21.34	26.1	Pass
		Secondary Horizontal	L2 1/2x2 1/2x3/16	146	-2.63	13.98	18.8	Pass
T8	40 - 20	Leg	4 1/2	159	-176.15	573.49	30.7	Pass
		Diagonal	2L3x3x3/16x3/8	161	-6.48	29.87	21.7	Pass
		Secondary Horizontal	L3x3x3/16	167	-3.05	17.48	17.5	Pass
T9	20 - 0	Leg	4 1/2	180	-192.56	580.90	33.1	Pass
		Diagonal	2L3x3x3/16x3/8	196	-9.96	27.02	36.9	Pass
		Horizontal	L3x3x3/16	188	-3.34	8.37	39.9	Pass
		Redund Horz 1 Bracing	L2x2x3/16	197	-3.34	8.37	39.9	Pass
		Redund Diag 1 Bracing	L2 1/2x2 1/2x3/16	216	-2.49	7.52	33.1	Pass
		Inner Bracing	L2 1/2x2 1/2x3/16	203	-0.01	3.84	0.2	Pass
							Summary	
						Leg (T2)	56.4	Pass
						Diagonal (T5)	42.7	Pass
						Horizontal (T9)	39.9	Pass
						Secondary Horizontal (T6)	23.4	Pass
						Top Girt (T1)	9.2	Pass
						Redund Horz 1 Bracing (T9)	39.9	Pass
						Redund Diag 1 Bracing (T9)	33.1	Pass
						Inner Bracing (T9)	0.2	Pass
						RATING =	**56.4**	**Pass**

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 17, 2021

PRESENTER: **LaTosha Reiss, Emergency Management Manager**

SUBJECT/TITLE: **Request approval of the 2021-2022 Emergency Management Performance Grant (EMPG-ARPA) American Rescue Plan Act**

STATEMENT OF ISSUE

The 2021-2022 Emergency Management Preparedness and Assistance Grant for the American Rescue Plan Act (EMPG-ARPA) is for $13,926.00. This is a federal passthrough grant for Emergency Management.

RECOMMENDED ACTION

Move to approve the 2021-2022 Emergency Management Performance Grant (EMPG-ARPA) American Rescue Plan Act

FISCAL IMPACT

The fiscal impact will be an increase to Fund 005 (General) in the amount of $13,926.00 used to supplement cost center 3991 (Local Emergency Mgmt).

Attachments: FY 2021-2022 ARPA Highlands County G0252.pdf

Agreement Number: G0252

FEDERALLY-FUNDED SUBAWARD GRANT AGREEMENT

EMERGENCY MANAGEMENT PERFORMANCE GRANT-AMERICAN RESCUE PLAN ACT (ARPA)

2 C.F.R. §200.1 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.1, "pass-through entity" means "a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program."

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

As defined by 2 C.F.R. §200.1, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.1, "subaward" means "an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.33:

Sub-Recipient's name:	**Highlands County**
Sub-Recipient's unique entity identifier (DUNS):	
Federal Award Identification Number (FAIN):	
Federal Award Date:	October 1, 2020
Subaward Period of Performance Start and End Date:	**7/1/ 2021 – 6/30/2022**
Amount of Federal Funds Obligated by this Agreement:	**$13,926.00**
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity:	**$13,926.00**

Federal award project description (see FFATA): The purpose of the Emergency Management Performance Grant (EMPG) Program is to provide federal funds to states to assist state, local, territorial, and tribal governments in preparing for all hazards, as authorized by Section 662 of the Post-Katrina Emergency Management Reform Act of 2006 (PKEMRA), as amended, (Pub. L. No. 109-295) (6 U.S.C. § 762); the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.); the Earthquake Hazards Reduction Act of 1977, as amended (Pub. L. No. 95-124) (42 U.S.C. §§ 7701 et seq.); and the National Flood Insurance Act of 1968, as amended (Pub. L. No. 90-448) (42 U.S.C. §§ 4001 et seq.).

Name of Federal awarding agency:	Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), and Grant Program Directorate (GPD)
Name of pass-through entity:	Florida Division of Emergency Management
Contact information for the pass-through entity:	Nee Edwards (850) 815-4340
Assistance Listings Number:	97.042
Whether the award is Research & Development:	No (N/A)
Indirect cost rate for the Federal award:	

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

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

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. 2 C.F.R. §200.92 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

B. As defined by 2 C.F.R. §200.74, "pass-through entity" means "a non-Federal entity that provides a subaward to a Sub-Recipient to carry out part of a Federal program."

C. As defined by 2 C.F.R. §200.93, "Sub-Recipient" means "a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program."

D. As defined by 2 C.F.R. §200.38, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

E. As defined by 2 C.F.R. §200.92, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

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

(1) SCOPE OF WORK

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

(2) INCORPORATION OF LAWS, REGULATIONS, AND POLICIES

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

(3) PERIOD OF AGREEMENT

(a) This agreement period will begin on **July 01, 2021**, and will end on **June 30, 2022**, unless terminated earlier in accordance with provisions of this Agreement, including, but not limited to Paragraph (12) TERMINATION, of this Agreement.

(4) FUNDING CONSIDERATION

(a) This is a cost reimbursement agreement. Division shall reimburse Sub-Recipient for allowable costs incurred in the satisfactory performance of work hereunder in an amount not to exceed **($13,926.00),** subject to legality of the expenditures, availability of funds, and appropriate budget authority.

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

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

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

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

(5) REPORTS

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

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

(b) Quarterly reports are due to the Division no later than thirty (30) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative

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

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

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

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

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

(6) MONITORING

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

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

(7) SUBCONTRACTS

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

i. Contractor is bound by all applicable State and Federal law and regulations;

ii. Contractor shall indemnify and hold Division and Sub-Recipient harmless against all claims of whatever nature arising out of or related to the contractor's performance of under this Agreement, to the extent allowed by law; and

iii. Prior to entering into a contract with any contractor to be paid from funds from this Agreement, Sub-Recipient shall submit to Division a completed Attachment C, Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion to this Agreement.

(8) AUDITS

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

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

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

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

(9) LIABILITY

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

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

(10) DEFAULT

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

(a) Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;

(c) Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete, or insufficient information; or,

(d) The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(11) REMEDIES

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

(a) Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

(b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds;

(e) Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance;

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected;

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or;

iv. Require the Sub-Recipient to reimburse the Division for costs incurred for any items determined to be ineligible;

(f) Exercise any other rights or remedies which may be available under law.

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

(12) TERMINATION

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

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

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

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

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

(13) PROCUREMENT

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

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

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

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

i. Terminate this Agreement in accordance with the provisions outlined in Paragraph (12) above; and,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

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

i. Terminate this Agreement in accordance with the provisions outlined in Paragraph (12) above; and,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that subcontract.

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

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

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

i. Place unreasonable requirements on firms in order for them to qualify to do business;

ii. Require unnecessary experience or excessive bonding;

iii. Use noncompetitive pricing practices between firms or between affiliated companies;

iv. Execute noncompetitive contracts to consultants that are on retainer contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

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

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

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

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

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

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

(14) ATTACHMENTS AND EXHIBITS

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

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

(c) This Agreement has the following attachments:

Exhibit 1 – Audit Requirements

Exhibit 2– Funding Sources

Exhibit 3– Single Audits

Attachment A – Scope of Work

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

Attachment A (2) – Proposed Budget Detail Worksheet

Attachment A (3) – Quarterly Reports

Attachment B – Justification of Advance Payment

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

Attachment D – Warranties and Representations

Attachment E – Statement of Assurances

Attachment F – Mandatory Contract Provisions

Attachment G – Certification Regarding Lobbying

Attachment H – Reporting Forms

(15) NOTICE OF CONTACT

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

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

Contractual Point of Contact
Nee Edwards FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100

(850) 815-4340 Newarsa.Edwards@em.myflorida.com

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

Programmatic Point of Contact
Kizzy Caban FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850)815-4348 Kizzy.Caban@em.myflorida.com

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

Name: LaTosha Reiss
Title: Emergency Management Director
Address: 6850 W. George Blvd. Sebring, FL 33875
Phone: 863-402-7400
Email: lreiss@hbcc.org

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

(16) PAYMENTS

(a) Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Justification of Advance Payment as Attachment B. Justification of Advance (Attachment B) will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

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

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

(17) REPAYMENTS

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

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

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

(18) MANDATED CONDITIONS AND OTHER LAWS

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

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(19) FEDERAL REQUIREMENTS PERTAINING TO LOBBYING

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

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

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

(d) The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

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

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

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

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

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

(20) COPYRIGHT, PATENT, AND TRADEMARK

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

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

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

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

property exists. The Division shall then, under Paragraph (20)(b), have the right to all patents and copyrights which accrue during performance of the Agreement.

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

(21) LEGAL AUTHORIZATION

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

(22) STATEMENT OF ASSURANCES

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

(23) RECORDS

(a) As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient ’s personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

(b) As required by 20.055(6)(c) and 215.97(5)(b), Florida Statutes, the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient ’s personnel for the purpose of interview and discussion related to such documents.

(c) As required by Florida Department of State’s record retention requirements (Chapter 119, Florida Statutes) and by4 the Sub-Recipient shall retain sufficient records to show its compliance with the

terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of 3 years from the date of submission of the final expenditure report. The following are the only exceptions to the 3-year requirement:

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

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

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

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

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

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

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

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

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

(g) Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine

Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient 's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(24) TERMS AND CONDITIONS

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

(25) EXECUTION

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

(26) MODIFICATION

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

(27) EQUAL OPPORTUNITY EMPLOYMENT

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

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

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

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

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

iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

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

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

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

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

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

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

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

(c) The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it

will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

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

(28) COPELAND ANTI-KICKBACK ACT

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

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

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

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

(29) CONTRACT WORK HOURS AND SAFETY STANDARDS

(a) If the Sub-Recipient , with the funds authorized by this Agreement, enters into a contract that exceeds $100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours

in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

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

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

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

(31) SUSPENSION AND DEBARMENT

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

> i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
>
> ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
>
> iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
>
> iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(32) BYRD ANTI-LOBBYING AMENDMENT

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

> Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31

U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

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

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

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

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (i). through v. of this subparagraph.

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

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

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

STATE OF FLORIDA

FLORIDA DIVISION OF EMERGENCY MANAGEMENT

FEDERALLY FUNDED RECIPIENT AGREEMENT

SIGNATURE PAGE

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

SUB-RECIPIENT: HIGHLANDS COUNTY

By: _____ Attest: _____ (SEAL)
Jerome Kaszubowski, Clerk

Scott Kirouac, Board Chairman-HCBCC

(Name and Title)

Date: August 5, 2021

59-6000655

Federal Identification Number

053 222 506

DUNS Number

G0252

Agreement Number

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____

_____

(**Kevin Guthrie, Division Director)**

Date: _____

EXHIBIT 1 – AUDIT REQUIREMENTS

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

MONITORING

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

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

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

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

AUDITS

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

In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

When conducting an audit of the Sub-Recipient 's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

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

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

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

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

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

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

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

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

REPORTS

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

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

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

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

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

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

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

Federal Program:

1. C.F.R. 200, Uniform Administrative Requirements for Federal Grants
2. Appendix "H", FEMA Preparedness Grants Manual, FEMA Grant Program Directorate, dated February 2020
3. The Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year (FY) 2020 Emergency Management Performance Grant Program (EMPG)

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

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Federal Program: N/A

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project: N/A

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

AUDIT COMPLIANCE CERTIFICATION	
Email a copy of this form at the time of agreement submission to the Division at: DEMSingle_Audit@em.myflorida.com.	
Sub-Recipient: Highlands County	
FEIN:	**Sub-Recipient 's Fiscal Year: 2021**
Contact Name:	**Contact's Phone:**
Contact's Email:	

1. Did Sub-Recipient expend the State Financial Assistance, during its fiscal year, that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Sub-Recipient and the Florida Division of Emergency Management (FDEM)? ☐ Yes ☐ No

If the above answer is yes, answer the following before proceeding to item 2.

Did Sub-Recipient exceed $750,000 or more of State financial assistance (from Division and all other sources of State financial assistance combined) during its fiscal year? ☐ Yes ☐ No

If yes, Sub-Recipient certifies that it will timely comply with all applicable State single or project specific audit requirements of section 215.97(2)(i), Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did Sub-Recipient expend Federal awards during it fiscal year that it received under any agreement (e.g. contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Sub-Recipient and Division? ☐ Yes ☐ No

If the above answer is yes, answer the following before proceeding to item 2.

Did Sub-Recipient exceed $750,000 or more of State financial assistance (from Division and all other sources of State financial assistance combined) during its fiscal year? ☐ Yes ☐ No

If yes, Sub-Recipient certifies that it will timely comply with all applicable single or program – specific audit requirements of title 2 C.F.R. part 200, subpart F, as adopted and supplement by DHS at 2 C.F.R. part 200.

By signing below, I certify, on behalf of Sub-Recipient, that the above representations for items 1 and 2 are correct.

Signature of Authorized Representative	**Date**
Printed Name of Authorized Representative	**Title of Authorized Representative**

FY 2021-2022 EMPG-ARPA AGREEMENT
ATTACHMENT A – SCOPE OF WORK

I. GENERAL POLICY

The EMPG-ARPA Program contributes to the implementation of the National Preparedness System by supporting the building, sustaining, and delivery of core capabilities. The intent of the EMPG-ARPA Grant Agreement is to provide each county with the means to successfully manage and operate an Emergency Management Program by enhancing county emergency management plans and programs that are consistent with the State and Local Comprehensive Emergency Management Plans and Chapter 252, Florida Statutes.

Sub-Recipient shall designate an individual, referred to by Division as the Grant Manager, who will be responsible for ensuring that the following activities are adhered to:

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

II. SUB-RECIPIENT RESPONSIBILITIES

Sub-Recipient shall support efforts to build and sustain core capabilities across the Prevention, Protection, Mitigation, Response, and Recovery mission areas described in the National Preparedness Goal.

Counties must be able to prepare for, respond to, recover from, and mitigate against natural and man-made disasters/emergencies. Each Emergency Management staff person must work the number hours and assume the responsibilities for the duties in their official position description as well as provide the coordination and support for all incidents within their jurisdiction.

TASKS AND DELIVERABLES:

The Sub-Recipient must successfully complete the following tasks and deliverables throughout the period of performance. Quarterly Tasks (Form1B) will need to be provided each quarter to show completion or progress towards the completion of each task.

TASK 1: MATCH

A. QUARTERLY MATCH

The EMPG-ARPA agreement has a requirement of **50% Federal share and 50% Sub-Recipients share** of the total award amount. Unless otherwise authorized by law, Federal funds cannot be matched with other Federal funds. To meet matching requirements, the Sub-Recipient contributions **must** be reasonable, allowable, allocable, and necessary under the grant program and **must** comply with all Federal requirements and regulations.

Note: An Interim Final Rule indicates that Treasury's ARPA funding is being treated as a grant, and as such cannot be used for cost share purposes. Other Restrictions on Use Payments from the Fiscal Recovery Funds are also subject to pre-existing limitations provided in other Federal statutes and regulations and may not be used as non-Federal match for other Federal programs whose statute or regulations bar the use of Federal funds to meet matching requirements.

In order to demonstrate successful completion of task 1 for quarter 1-4, the Recipient must submit the following items in the Division's Salesforce system:

DELIVERABLES

- Provide Quarterly Match **Form 3A** to identify the non-federal match amount;

Reporting Requirements:

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

Supporting Documentation: Invoices, receipts, paystubs, certified timesheets, earning statements, cancelled checks, credit card statements, bank statements for proof of payment at least equal to the amount of reimbursement requested for that quarter.

TASK 2: OPERATIONAL COORDINATION

The EMPG-ARPA grant program is intended to support the core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response, and Recovery that are necessary to prepare for incidents that pose the greatest risk to the State of Florida and the Nation's security. EMPG intent is to build and sustain an integrated network of national capabilities across all levels of government and the whole community. Disparate governance structures must be integrated and refined to ensure resources are targeted to support the most critical needs of a community based on risk-driven, capabilities-based planning. Strong and inclusive governance systems better ensure that disparate funding streams are coordinated and applied for maximum impact.

In order to demonstrate successful completion of task 2 for quarter 1-4, the Recipient must submit the following items in the Division's Salesforce system:

DELIVERABLES

- Conduct Quarterly meetings with your whole community, i.e., fire, law enforcement, health and health care coalitions, public works, public and private sector, and Volunteer Organizations.
- Attend Quarterly Emergency Management meetings hosted by the Regional Coordination Team

Reporting Requirements

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

Supporting Documentation: Meeting minutes, sign-in sheets

FY 2021-2022 EMPG-ARPA AGREEMENT
ATTACHMENT A (1)
ALLOWABE COSTS AND ELIGIBLE ACTIVITIES – BUDGET DIRECTIONS

I. CATEGORIES AND ELIGIBLE ACTIVITIES

The 2021 EMPG-ARPA Funding Guidance allowable costs are divided into the following categories: **Planning, Organization, Equipment, Training, Exercise, and Management and Administration.**

A. PLANNING

Planning spans all five National Preparedness Goal (the Goal) mission areas and provides a baseline for determining potential threats and hazards, required capabilities, required resources, and establishes a framework for roles and responsibilities. Planning provides a methodical way to engage the whole community in the development of a strategic, operational, and/or community-based approach to preparedness.

Plans should have prior review and approval from the respective DEM state program. Funds may not be reimbursed for any plans that are not approved.

EMPG-ARPA Program funds may be used to develop or enhance emergency management planning activities.

Some examples include, but not limited to:

- Emergency Operation Plans/ Local Comprehensive Emergency Management Planning
- Communications Plans
- Administrative Plans
- Whole Community Engagement/Planning
- Resource Management Planning
- Sheltering and Evacuation Planning
- Recovery Planning
- Continuity Plans

Planning Costs Supporting Documentation:

- Copies of completed plan, contracts, Memorandum of Understanding or agreements with consultants or sub-contractors providing services and documenting hours worked and proof employee was paid (paystubs, earning statements, payroll expenditure reports).
- Copies of invoices, receipts and cancelled checks, credit card statements, bank statements for proof of payment.

B. ORGANIZATION

EMPG-ARPA Program funds may be used for all-hazards emergency management operations, staffing, and other day-to-day activities in support of emergency management. Personnel costs, including salary, overtime and backfill, compensatory time off, and associated fringe benefits are allowable costs with EMPG-ARPA Program funds. These costs must comply with 2 C.F.R. Part 200, Subpart E – Cost Principles.

Eligible **"Organization Cost"** items include, but are not limited to:

- Salaries and Fringe Benefits
  - Copies of certified timesheets with employee and supervisor signature documenting hours worked or Division Form 6 - Time and Effort and proof employee was paid (paystubs, earning statements, and payroll expenditure reports).
  - Position descriptions for funded EMPG personnel and any position being used as match;
- Utilities (electric, water and sewage)
- Service/Maintenance agreements (provide vendor debarment and service agreement for contractual services)

- Office Supplies/Materials
- IT Software Upgrades
- Memberships
- Publications
- Postage
- Storage
- **Other Personnel/Contractual Services**
  - Reimbursement for services by a person(s) who is not a regular or full-time employee filling established positions. This includes but is not limited to temporary employees, student or graduate assistants, fellowships, part time academic employment, board members, consultants, and other services.
    - Consultant Services require a pre-approved Contract or purchase order by the Division. Copies of additional quotes should also be supplied when requesting pre-approval. These requests should be sent to the grant manager for the Division for review.
- **Maintenance and Enhancement**
  - Major repairs to the County Emergency Operations Center (Need prior EHP approval)
  - Central Heat/Air (Need prior EHP approval)
  - Out buildings for storage of Emergency Management Equipment (Need prior EHP approval)
  - Security Improvements (i.e. Cameras and equipment to operate)
  - Generators and Installation (Need prior EHP approval)

Maintenance and Sustainment:
The use of FEMA preparedness grant funds for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are allowable under all active grant awards, unless otherwise noted.

EMPG-ARPA Program grant funds are intended to support the Goal and fund activities and projects that build and sustain the capabilities necessary to prevent, protect against, mitigate the effects of, respond to, and recover from those threats that pose the greatest risk to the security of the Nation. In order to provide Sub-Recipients the ability to meet this objective, the policy set forth in GPD's IB 379 (Guidance to State Administrative Agencies to Expedite the Expenditure of Certain DHS/FEMA Grant Funding) allows for the expansion of eligible maintenance and sustainment costs, which must be in: (1) direct support of existing capabilities; (2) must be an otherwise allowable expenditure under the applicable grant program; (3) be tied to one of the core capabilities in the five mission areas contained within the Goal, and (4) shareable through the EMAC. Additionally, eligible costs may also be in support of equipment, training, and critical resources that have previously been purchased with either federal grant funding or any other source of funding other than DHS/FEMA preparedness grant program dollars. Additional guidance is provided in FEMA Policy FP 205-402-125-1, Maintenance Contracts and Warranty Coverage Funded by Preparedness Grants, located at: http://www.fema.gov/media-library/assets/documents/32474.

Organization Costs Supporting Documentation
If the recipient seeks reimbursement for operational activities, then the following shall be submitted:

- For salaries, provide copies of certified timesheets with employee and supervisor signature documenting hours worked or Division Form 6 - Time and Effort and proof employee was paid (paystubs, earning statements, payroll expenditure reports).
- Expense items need to have copies of invoices, receipts and cancelled checks, credit card statements, bank statements for proof of payment. All documentation for reimbursement amounts must be clearly visible and defined (i.e., highlighted, underlined, circled on the required supporting documentation).

The Quarterly Tasks (**Form 1B**) is due every quarter with the quarterly financial report. This is to identify emergency management personnel, all EMPG-ARPA funded employees and the completion of the required tasks and deliverables as outlined in the scope of work during the agreement period.

C. EQUIPMENT

Allowable equipment categories for the EMPG-ARPA Program are listed on the web-based version of the Authorized Equipment List (AEL) at https://www.fema.gov/authorized-equipment-list. Unless otherwise stated, equipment must meet all mandatory regulatory and/or FEMA-adopted standards to be eligible for purchase using these funds. In addition, agencies will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

Allowable equipment includes equipment from the following AEL categories:

- Personal Protective Equipment (PPE) (Category 1)
- Information Technology (Category 4)
- Cybersecurity Enhancement Equipment (Category 5)
- Interoperable Communications Equipment (Category 6)
- Detection Equipment (Category 7)
- Power Equipment (Category 10)
- Chemical**,** Biological**,** Radiological**,** Nuclear**,** and Explosive (CBRNE) Reference Materials (Category 11)
- CBRNE Incident Response Vehicles (Category 12)
- Physical Security Enhancement Equipment (Category 14)
- CBRNE Logistical Support Equipment (Category 19)
- Other Authorized Equipment (Category 21)

In addition to the above, general purpose vehicles can be procured in order to carry out the responsibilities of the EMPG-ARPA Program. If Sub-Recipients have questions concerning the eligibility of equipment not specifically addressed in the AEL, they should contact their Grant Manager for clarification.

Sub-Recipients should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Large equipment purchases must be identified and explained. For more information regarding property management standards for equipment, please reference 2 C.F.R. Part 200, including 2 C.F.R. §§ 200.310, 200.313, and 200.316.

Requirements for Small Unmanned Aircraft System

All requests to purchase Small Unmanned Aircraft System (SUAS) must comply with Information Bulletin (IB) 426 and must include the policies and procedures in place to safeguard individuals' privacy, civil rights, and civil liberties in the jurisdiction that will purchase, take title to, or otherwise use the SUAS equipment.

Funding for Critical Emergency Supplies

Critical emergency supplies—such as shelf stable products, water, and basic medical supplies—are an allowable expense under EMPG-ARPA. DHS/FEMA must approve a state's five-year viable inventory management plan prior to allocating grant funds for stockpiling purposes. The five-year plan should include a distribution strategy and related sustainment costs if the grant expenditure is over $100,000.

Equipment Acquisition Costs Supporting Documentation

- Provide copies of invoices, receipts and cancelled checks, credit card statements, bank statements for proof of payment.
- Provide the Authorized Equipment List (AEL) # for each equipment purchase.

Unauthorized Equipment - Related Costs

- Unallowable Equipment: Grant funds must comply with IB 426 and may not be used for the purchase of the following equipment: firearms, ammunition, grenade launchers, bayonets, or weaponized aircraft, vessels, or vehicles of any kind with weapons installed.
- Expenditures for weapons systems and ammunition.

D. TRAINING

EMPG-ARPA Training funds may be used for a range of emergency management-related training activities to enhance the capabilities of local emergency management personnel through the establishment, support, conduct, and attendance of training. Training activities should align to a current IPP developed through an annual Integrated Preparedness Program Workshop (IPPW). Training should foster the development of a community-oriented approach to emergency management that emphasizes engagement at the community level, strengthens best practices, and provides a path toward building sustainable resilience.

All EMPG-ARPA funded personnel are expected to be trained emergency managers. In addition to training activities aligned to and addressed in the IPP, all EMPG-ARPA -funded personnel (including full- and part-time state, local, tribal, and territorial (SLTT) recipients and Sub-Recipients) shall complete the following training requirements and record proof of completion:

(1) NIMS Training, Independent Study (IS)-100 (any version), IS-200 (any version), IS-700 (any version), and IS-800 (any version) AND;

(2) Professional Development Series (PDS) OR the Emergency Management Professionals Program (EMPP) Basic Academy listed in the chart below.

Professional Development Series or Basic Academy		
PDS **Professional Development Series**		**Basic Academy** **Basic Academy Pre-requisites and Courses**
IS-120.a An Introduction to Exercises		IS-100 (any version) Introduction to the Incident Command System
IS-230.d Fundamentals of Emergency Management		IS-700 (any version) National Incident Management System (NIMS)-An Introduction
IS-235.b Emergency Planning		IS-800 (any version) National Response Framework, An Introduction
IS-240.b Leadership and Influence	**OR**	IS-230.d Fundamentals of Emergency Management
IS-241.b Decision Making and Problem Solving		E/L101 Foundations of Emergency Management
IS-242.b Effective Communication		E/L102 Science of Disasters
IS-244.b Developing and Managing Volunteers		E/L103 Planning Emergency Operations
		L-146 HEEP
		E/L105 Public Information & Warning

Additional types of training or training related activities include, but are not limited to, the following:

- Developing/enhancing systems to monitor training programs
- Conducting all hazards emergency management training
- Attending Emergency Management Institute (EMI) training or delivering EMI train-the-trainer courses
- Attending other FEMA-approved emergency management training
- State-approved, locally sponsored CERT training
- Mass evacuation training at local, state, and tribal levels

For training, the number of participants must be a minimum of 15 in order to justify the cost of holding a course. For questions regarding adequate number of participants, please contact the Division State Training Officer for course specific guidance. Unless the recipient receives advance written approval from

the State Training Officer for the number of participants, then the Division must reduce the amount authorized for reimbursement on a pro-rata basis for any training with less than 15 participants.

When conducting an exercise that shall include meals for the attendees, the recipient shall submit a request for approval to the Division no later than 25 days prior to the event to allow for both the Division and the Department of Financial Services to review. The request for meals must be submitted on letterhead and must include the date of exercise, agenda, number of attendees, and costs of meals.

Allowable training-related costs include the following:

- **Develop, Deliver, and Evaluate Training.** This includes costs related to administering the training: planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment. Training should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any training or training gaps, including those for children and individuals with disabilities or access and functional needs, should be identified in the Integrated Preparedness Program (IPP) and addressed in the training cycle. States are encouraged to use existing training rather than developing new courses. When developing new courses states are encouraged to apply the Analyze, Design, Develop, Implement and Evaluate (ADDIE) model for instruction design.
- **Overtime and Backfill.** The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of attendance at FEMA and/or approved training courses and programs are allowable. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or FEMA, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- **Travel.** Travel costs (e.g., airfare, mileage, per diem, and hotel) are allowable as expenses by employees who are on travel status for official business related to approved training.
- **Hiring of Full or Part-Time Staff or Contractors/Consultants.** Full or part-time staff or contractors/consultants may be hired to support direct training-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or unit(s) of local government and have the approval of the state or FEMA, whichever is applicable.
- **Certification/Recertification of Instructors.** Costs associated with the certification and re-certification of instructors are allowed. States are encouraged to follow the FEMA Instructor Quality Assurance Program to ensure a minimum level of competency and corresponding levels of evaluation of student learning. This is particularly important for those courses which involve training of trainers.

Conferences

The Division recognizes the important role that conferences can play in the professional development of emergency managers.

2 C.F.R. §200.432 defines the term conference as "a meeting, retreat, seminar, symposium, workshop or event whose primary purpose is the dissemination of technical information beyond the non-Federal entity and is necessary and reasonable for successful performance under the Federal award."

Rule 69I-42.002(3), Florida Administrative Code, defines the term conference as:

The coming together of persons with a common interest or interests for the purpose of deliberation, interchange of views, or for the removal of differences or disputes and for discussion of their common problems and interests. The term also includes similar meetings such as seminars and workshops which are large formal group meetings that are programmed and supervised to accomplish intensive research, study, discussion, and work in some specific field or on a governmental problem or problems. A conference does not mean the coming together of agency or interagency personnel.

For travel to a conference or convention to qualify for reimbursement, the cost must be reasonable and attendance at the conference must be necessary for the successful completion of a task required by this Agreement.

Provided the cost qualifies as reasonable and necessary for the successful completion of a task required by this Agreement, travel to a conference that complies with the requirements of Rule 69I-42.004, Florida Administrative Code, satisfies the minimum level of service for conference travel under this Agreement.

In pertinent part, Rule 69I-42.004(1), Florida Administrative Code, states "No public funds shall be expended for attendance at conferences or conventions unless:

- The main purpose of the conference or convention is in connection with the official business of the state and directly related to the performance of the statutory duties and responsibilities of the agency participating;
- The activity provides a direct educational or other benefit supporting the work and public purpose of the person attending;
- The duties and responsibilities of the traveler attending such meetings are compatible with the objectives of the conference or convention; and
- The request for payment of travel expenses is otherwise in compliance with these rules.

Provided the cost qualifies as reasonable and necessary for the successful completion of a task required by this Agreement, and provided any related travel complies with the requirements of Rule 69I-42.004, Florida Administrative Code, conferences may qualify for reimbursement under this Agreement:

Requests for reimbursement for payment of the registration fee or for a conference or convention must include:

- A statement explaining how the expense directly relates to the Recipient's successful performance of a task outlined in this Agreement;
- A copy of those pages of the agenda that itemizes the registration fee;
- A copy of local travel policy; and,
- A copy of the travel voucher or a statement that no travel costs were incurred, if applicable.

When a meal is included in a registration fee, the meal allowance must be deducted from the reimbursement claim, even if the traveler decides for personal reasons not to eat the meal. *See* section 112.061(6)(c), Florida Statutes ("No one, whether traveling out of or in state, shall be reimbursed for any meal or lodging included in a convention or conference registration fee paid by the state"). A continental breakfast is considered a meal and must be deducted if included in a registration fee for a convention or conference. However, in the case where a meal is provided by a hotel or airline, the traveler shall be allowed to claim the meal allowance provided by law.

Class A, Class B, and Class C Travel:

- Class A travel is continuous travel of 24 hours or more away from official headquarters. The travel day for Class A is based on a calendar day (midnight to midnight).
- Class B travel is continuous travel of less than 24 hours which involves overnight absence away from official headquarters. The travel day for Class B travel begins at the same time as the travel period.
- Class C travel is short or day trips in which the traveler is not away from his/her official headquarters overnight. Class C allowances are currently not authorized for reimbursement.

Meal Allowance and Per Diem:
Section 112.061(6)(b), Florida Statutes, establishes the meal allowance for each meal during a travel period as follows:
$6 for breakfast (when travel begins before 6 a.m. and extends beyond 8 a.m.);
$11 for lunch (when travel begins before 12 noon and extends beyond 2 p.m.);
$19 for dinner (When travel begins before 6 p.m. and extends beyond 8 p.m. or when travel occurs during nighttime hours due to special assignment.).
Section 112.061(a), Florida Statutes, establishes the per diem amounts.
All travelers are allowed: The authorized per diem for each day of travel; or, If actual expenses exceed the allowable per diem, the amount allowed for meals as provided in s. 112.061(6) (b), F.S., plus actual expenses for lodging at a single occupancy rate.

Per diem shall be calculated using four six-hour periods (quarters) beginning at midnight for Class A or when travel begins for Class B travel. Travelers may only switch from actual to per diem while on Class A travel on a midnight to midnight basis. A traveler on Class A or B travel who elects to be reimbursed on a per diem basis is allowed $20.00 for each quarter from the time of departure until the time of return.

Reimbursement for Meal Allowances That Exceed the State Rates

The Division shall not reimburse for any meal allowance that exceeds $6 for breakfast, $11 for lunch, or $19 for dinner unless:

- For counties – the requirements of section 112.061(14), Florida Statutes, are satisfied;
- The costs do not exceed charges normally allowed by the Recipient in its regular operations as the result of the Recipient's written travel policy (in other words, the reimbursement rates apply uniformly to all travel by the Recipient); and,
- The costs do not exceed the reimbursement rates established by the United States General Services Administration ("GSA") for that locale (see https://www.gsa.gov/portal/content/104877).

Hotel Accommodations

- A traveler may not claim per diem or lodging reimbursement for overnight travel within 50 miles (one-way) of his or her headquarters or residence unless the circumstances necessitating the overnight stay are fully explained by the traveler and approved by the Division.
- Absent prior approval from the Division, the cost of any hotel accommodation shall not exceed $150 per night.

Training Costs Supporting Documentation

- Copies of contracts or agreements with consultants providing services;
- Copies of invoices, receipts and cancelled checks, credit card statements and bank statements for proof of payment.
- Copies of the agenda, certificates and/or sign in sheets (if using prepopulated sign in sheets they must be certified by the Emergency Management Director or Lead Instructor verifying attendance).

For travel and conferences related to EMPG-ARPA activities:

- Copies of all receipts must be submitted (i.e., airfare, proof of mileage, toll receipts, hotel receipts, car rental receipts, etc.) Receipts must be itemized and match the dates of travel/conference;
- Copies of Conferences must be providing an agenda. Proof of payment is also required for all travel and conferences. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes ($6 for breakfast, $11 for lunch, and $19 for dinner), then the Sub-Recipient must provide documentation that: The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient 's written travel policy; and participation of the individual in the travel is necessary to the Federal award.

E. EXERCISES

Exercises conducted with grant funds should test and evaluate performance towards meeting capability targets established in a jurisdiction's THIRA for the core capabilities needed to address its greatest risks. Exercise priorities should align to a current Integrated Preparedness Program (IPP) developed through an annual Integrated Preparedness Program Workshop (IPPW).

Allowable Exercise-Related Costs

- **Design, Develop, Conduct and Evaluate an Exercise.** This includes costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel, and documentation. Sub-Recipients are encouraged to use free public space/locations/facilities, whenever available, prior to the rental of space/locations/facilities. Exercises should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Gaps identified during an exercise including those for children and individuals with disabilities or access and functional needs, should be identified in the AAR/IP and addressed in the exercise cycle.
- **Hiring of Full or Part-Time Staff or Contractors/Consultants.** Full or part–time staff may be hired to support direct exercise activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or unit(s) of local government and have the approval of the state or FEMA, whichever is applicable. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of exercises.
- **Overtime and Backfill.** The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of time spent on the design, development and conduct of exercises are allowable expenses. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or FEMA, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- **Travel.** Travel costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise activities.
- **Supplies.** Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise activities (e.g., gloves, non-sterile masks, and disposable protective equipment).
- **Other Items.** These costs are limited to items consumed in direct support of exercise activities such as the rental of space/locations for planning and conducting an exercise, rental of equipment, and the procurement of other essential nondurable goods. Sub-Recipients are encouraged to use free public space/locations, whenever available, prior to the rental of space/locations. Costs associated with inclusive practices and the provision of reasonable accommodations and modifications that facilitate full access for children and adults with disabilities are allowable.

When conducting an exercise that shall include meals for the attendees, the Sub-recipient shall submit a request for approval to the Division no later than twenty-five (25) days prior to the event to allow for both the Division and the Department of Financial Services to review. The request for meals must be submitted on letterhead and must include the date of exercise, agenda, number of attendees, and costs of meals.

Unauthorized Exercise - Related Costs

- Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles) and emergency response apparatus (e.g., fire trucks, ambulances). The only vehicle costs that are reimbursable are fuel/gasoline or mileage;

- Equipment that is purchased for permanent installation and/or use, beyond the scope of exercise conduct (e.g., electronic messaging signs);
- Durable and non-durable goods purchased for installation and/or use beyond the scope of exercise conduct.

Exercise Costs Supporting Documentation

- Copies of contracts, MOUs or agreements with consultants or sub-contractors providing services;
- Copies of invoices, receipts and cancelled checks, credit card statements and bank statements for proof of payment;
- Copies of Exercise Plan (EXPLAN), After-Action Report/Improvement Plan (AAR/IP) and sign in sheets for conducted exercises (if using prepopulated sign in sheets they must be certified by the Emergency Management Director or Lead Exercise Planner verifying attendance).

F. MANAGEMENT AND ADMINSTRATIVE (M&A)

M&A activities are those defined as directly relating to the management and administration of EMPG Program funds, such as financial management and monitoring. It should be noted that salaries of state and local emergency managers are not typically categorized as M&A, unless the state or local EMA chooses to assign personnel to specific M&A activities.

Management and Administrative Costs Supporting Documentation

- Copies of certified timesheets with employee and supervisor signature documenting hours worked or Division Form 6 - Time and Effort and proof employee was paid (paystubs, earning statements, and payroll expenditure reports);
- Costs for M&A activities are allowed up to 5% of the total award amount.

II. OTHER CRITICAL INFORMATION

A. INDIRECT COSTS

Indirect cost is allowable under this program as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414. Sub-Recipients with a negotiated cost rate agreement that desire to charge indirect costs to an award must provide a fully executed copy of their negotiated indirect cost rate agreement at the time of application. Sub-Recipients that are not required by 2 C.F.R. Part 200 to have a negotiated indirect cost rate agreement but are required by 2 C.F.R. Part 200 to develop an indirect cost rate proposal must provide a copy of their proposal at time of application. Post-award requests to charge indirect cost will be considered on case-by-case basis and based upon the submission of an agreement or proposal.

B. ENVIRONMENTAL PLANNING AND HISTORIC PRESRVATION (EHP) COMPLIANCE

As a federal agency, FEMA is required to consider the effects of its actions on the environment and/or historic properties to ensure that all activities and programs funded by the agency, including grants-funded projects, comply with federal EHP regulations, laws and Executive Orders as applicable. Sub-Recipient's proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the FEMA EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, FEMA also is required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed and approved before funds are released to carry out the proposed project. FEMA will not fund projects that are initiated without the required EHP review.
Additionally, all Sub-Recipients are required to comply with DHS/FEMA EHP Policy Guidance, FEMA Policy #108-023-1. The EHP screening form is located https://www.fema.gov/media-
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library/assets/documents/90195, and further EHP guidance can be found at https://www.fema.gov/media-library/assets/documents/118323.

C. CONSTRUCTION AND RENOVATION

Construction and renovation projects for a state, local, territorial, or Tribal government's principal Emergency Operations Center (EOC) as defined by the State Administrative Agency are allowable under the EMPG-ARPA Program.

Written approval must be provided by FEMA prior to the use of any EMPG Program funds for construction or renovation. Requests for EMPG-ARPA Program funds for construction of an EOC must be accompanied by an EOC Investment Justification (located in the Related Documents tab of the EMPG-APRA grants.gov posting) to their Regional EMPG-ARPA Manager for review. Additionally, recipients are required to submit a SF-424C Form and Budget detail citing the project costs.

When applying for funds to construct communication towers Sub-Recipients must submit evidence that the Federal Communication Commission's (FCC) Section 106 review process has been completed and submit all documentation resulting from that review to Grants Program Directorate (GPD) prior to submitting materials for EHP review. Sub-Recipients are also encouraged to have completed as many steps as possible for a successful EHP review in support of their proposal for funding (e.g., coordination with their State Historic Preservation Office to identify potential historic preservation issues and to discuss the potential for project effects, compliance with all state and EHP laws and requirements). Projects for which the Sub-Recipient believes an Environmental Assessment (EA) may be needed, as defined in as defined in DHS Instruction Manual 023-01-001-01, Revision 01, FEMA Directive 108-1 and FEMA Instruction 108-1-1, must also be identified to the FEMA EMPG Regional Program Manager within six months of the award, and completed EHP review materials must be submitted no later than 12 months before the end of the period of performance. EHP review packets should be sent to gpdehpinfo@fema.gov.

EMPG-ARPA Program Sub-Recipients using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. §§ 3141 *et seq*.). Grant Sub-Recipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the *Davis-Bacon Act*, including Department of Labor (DOL) wage determinations, is available from the following website: https://www.dol.gov/whd/govcontracts/dbra.htm

In general, Sub-Recipients should consult with their Grant Manager prior to making any investment that does not clearly meet the allowable expense criteria established in this Guidance.

D. PROCUREMENT

All Procurement transactions will be conducted in a manner providing full and open competition and shall comply with the standards articulated in:

- 2 C.F.R. Part 200;
- Chapter 287, Florida Statues; and,
- Any local procurement policy.

Per 2 CFR 200.318 through 200.326, Sub-Recipients are required to adhere to certain procurement standards for entering contracts for personnel or services. This includes full and open competition, methods of procurement to follow, federal or passthrough entity review, and including federal provisions intro contracts.

E. FINANCIAL CONSEQUENCES

If a recipient fails to comply with the terms and conditions of the State award, the Division may terminate the award in whole or part. If the noncompliance can be corrected, the Division may first attempt to direct the recipient to correct the noncompliance. This may take the form of a Compliance Notification. If the noncompliance cannot be correct or the recipient is nonresponsive, one or more of the following steps may be taken:

(1) Temporarily withhold payments pending correction of the deficiency by the recipient.

(2) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.

(3) Wholly or partly suspend or terminate the award.

(4) Take other remedies that may be legally available.

FY 2021-2022 EMPG-ARPA AGREEMENT
ATTACHMENT A (2)
PROPOSED PROGRAM BUDGET DETAIL WORKSHEET

Funding from the Emergency Management Performance Grant -American Rescue Plan Act (EMPG-ARPA) is intended for use by the Sub-Recipient to perform eligible activities as identified in the Fiscal

Year 2021 Notice of Funding Opportunity (NOFO) and must be consistent with 2 C.F.R. Part 200 and Chapter 252, Florida Statutes.

The "Proposed Program Budget Detail Worksheet" serves as a guide for both the Sub-Recipient and the Division during the performance of the tasks outlined in the Scope of Work (Attachment A).

Prior to execution of this Agreement, the Sub-Recipient shall complete the "Proposed Program Budget Detail Worksheet" listed below. If the Sub-Recipient fails to complete the "Proposed Program Budget Detail Worksheet", then the Division shall not execute this Agreement.

After execution of this Agreement, the Sub-Recipient may change the allocation amounts in the "Proposed Program Budget Detail Worksheet." If the Sub-Recipient changes the "Proposed Program Budget Detail Worksheet", then the Sub-Recipient 's quarterly report must include an updated "Proposed Program Budget Detail Worksheet" to reflect current expenditures.

BUDGET SUMMARY AND EXPENDITURES

SUB-RECIPIENT: **HIGHLANDS COUNTY**
AGREEMENT: **G-0252**

1. PLANNING	$
2. ORGANIZATION	$
3. EQUIPMENT	$
4. TRAINING	$
5. EXERCISE	$
6. MANAGEMENT AND ADMINISTRATION	$
7. TOTAL AWARD	$13,926.00

FY 2021-2022 PROPOSED PROGRAM BUDGET DETAIL WORKSHEET - ELIGIBLE ACTIVITIES (Not limited to activities below)			
Allowable Planning Costs	**Quantity**	**Unit Cost**	**Total Cost**
Emergency Operations Plan			
Salaries and Fringe Benefits			
Supplies			
Travel/per diem related to planning activities			
TOTAL PLANNING EXPENDITURES			**$**
Allowable Organization Costs	**Quantity**	**Unit Cost**	**Total Cost**
Salaries and Fringe Benefits			
Utilities (electric, water and sewage)			
Service/Maintenance agreements			
Supplies/Materials			
Memberships			

Publications			
Postage			
Storage			
TOTAL ORGANIZATION EXPENDITURES			**$**
Allowable Equipment Acquisition Costs	**Quantity**	**Unit Cost**	**Total Cost**
Personal protective equipment			
Information technology			
Cybersecurity enhancement equipment			
Interoperable communications equipment			
Detection Equipment			
Power equipment			
CBRNE Reference Materials			
CBRNE Incident Response Vehicles			
Physical Security Enhancement Equipment			
Logistics			
Other authorized equipment costs			
21GN-00-OCEQ - EOC Equipment & Supplies (provide description of EOC equipment & supplies)			
TOTAL EQUIPMENT EXPENDITURES			**$**
Allowable Training Costs	**Quantity**	**Unit Cost**	**Total Cost**
Salaries and Fringe Benefits			
Develop, Deliver Training			
Workshops and Conferences			
Certification/Recertification of Instructors			
Travel			
Supplies			
Overtime and Backfill			

TOTAL TRAINING EXPENDITURES			$
Allowable Exercise Costs	**Quantity**	**Unit Cost**	**Total Cost**
Salaries and Fringe Benefits			
Design, Develop, Conduct and Evaluate an Exercise in accordance with HSEEP standards			
Exercise Planning Workshop			
Travel			
Supplies			
Overtime and Backfill			
TOTAL EXERCISE EXPENDITURES			
Allowable Management and Administration Costs ***(Up to 5% of total award)***	**Quantity**	**Unit Cost**	**Total Cost**
Salaries and Fringe Benefits (EM Personnel)			
TOTAL MANAGEMENT AND ADMINISTRATION EXPENDITURES			
TOTAL EXPENDITURES			**$13, 926.00**

REVISION DATE: _____

FY 2021-2022 EMPG-ARPA AGREEMENT
ATTACHMENT A (3) – QUARTERLY REPORTS

Sub-Recipients must provide the Division with quarterly financial reports and a final close-out report.

- Quarterly financial reports are due to the Division no later than 30 days after the end of each quarter of the program year and must continue to be submitted each quarter until submission of the final close-out report. The ending dates for each quarter of this program year are September 30, December 31, March 31, and June 30.

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

A. The Quarterly Tasks Form 1B is due with your quarterly financial report each quarter. This form identifies all Emergency Management personnel's required training completed (or working towards completion) as well as quarterly deliverables during the agreement period. The necessary reporting forms are found in Attachment G, Reporting Forms.

B. The Quarterly Match Form (Form 3A) is due each quarter for Sub-Recipients to identify funds being used to match the federal obligation. If the federal obligation exceeds EMPA or using local funds supporting documentation is required. The Sub-Recipient must identify the non-federal match on Form 3A and provide supporting documentation if applicable (i.e. invoices, cancelled checks, earning statements, payroll expense reports, credit card statements, bank statements, etc.). Cost-matching requirements must be in accordance with 2 C.F.R. 200.306. To meet matching requirements, the Sub-Recipient contributions must be verifiable, reasonable, allowable, allocable, and necessary under the grant program and must comply with all Federal requirements and regulations.

C. The final Close Out report is due sixty (60) days after termination of this Agreement. Federal funds provided under this agreement shall be matched by the Sub-Recipient dollar for dollar from non-federal funds. If the funds are being matched with EMPA and are less than the expended EMPA, no additional back-up/supporting documentation is needed. However, if your EMPG funds exceed EMPA, or if you are not using EMPA for match, the appropriate back-up/supporting documentation needs to be provided (i.e. invoices, canceled checks, earning statements, payroll expense reports, credit card statements, bank statements).

D. An administrative closeout may be conducted when a recipient is not responsive to the Division's reasonable efforts to collect required reports, forms, or other documentation needed to complete the standard award and/or closeout process. FDEM will make three written attempts to collect required information before initiating an administrative closeout. If an award is administratively closed, FDEM may decide to impose remedies for noncompliance per 2 C.F.R. § 200.338, consider this information in reviewing future award applications, or apply special conditions to existing or future awards.

FY 2021-2022 EMPG-ARPA AGREEMENT
ATTACHMENT B
JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT:

If you are requesting an advance, indicate same by checking the box below.

[ ] **ADVANCE REQUESTED**

Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	**Fiscal Year 2021 Anticipated Expenditures for First Three Months of Contract**
For example ADMINISTRATIVE COSTS:	
For example PROGRAM EXPENSES:	
TOTAL EXPENSES:	

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include, but is not limited to the following: quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance)

_____

_____

_____

_____

REQUESTS FOR ADVANCE PAYMENTS WILL BE CONSIDERED ON A CASE BY CASE BASIS

Signature of Sub-Recipient/Subcontractor's Authorized Official Date: _____

_____
Name and Title of Sub-Recipient/Subcontractor's Authorized Official

_____

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBLITY AND COLUNTARY EXCLUSION

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subcontractor Covered Transactions

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

(2) Where the Sub-Recipient 's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

_____

By:_____ _____

Signature Sub-Recipient 's Name

_____ _____

Name and Title Division Contract Number

_____ _____

Street Address Project Number

_____

City, State, Zip

_____

Date

Financial Management

Sub-Recipient 's financial management system must include the following:

(1) Accurate, current, and complete disclosure of the financial results of this project or program.

(2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income, and interest.

(3) Effective control over and accountability for all funds, property, and other assets. Sub-Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.

(4) Comparison of expenditures with budget amounts for each Request for Payment. Whenever appropriate, financial information should be related to performance and unit cost data.

(5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.

(6) Cost accounting records that are supported by backup documentation.

Competition

(1) All procurement transactions shall be done in a manner to provide open and free competition.

(2) Sub-Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements.

(3) Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Sub-Recipient, considering the price, quality, and other factors.

(4) Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill for the bid or offer to be evaluated by the Sub-Recipient. All bids or offers may be rejected when it is in the Sub-Recipient 's interest to do so.

Codes of Conduct.

Sub-Recipient warrants the following:

(1) The Sub-Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts.

(2) No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award.

(3) The officers, employees, and agents of the Sub-Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

(4) The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from (Monday) through (Friday), and from (times) (_____) to (_____).

Licensing and Permitting

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

FY 2021-2022 EMPG-ARPA AGREEMENT
ATTACHMENT E
STATEMENT OF ASSURANCES

The Sub-Recipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including 2 C.F.R. Part 200; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also, the Applicant assures and certifies that:

1. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.

2. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants (5 USC 1501, et. seq.).

3. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.

4. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

5. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.

6. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.

7. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

8. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

9. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of Investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

10. It will comply, and assure the compliance of all its Sub-Recipient's and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.

11. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

12. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

13. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a Sub-Recipient of funds, the Sub-Recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

14. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for $500,000 or more.

15. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

16. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620.

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not

apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or Sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.323 Procurement of recovered materials.

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

(L) See §200.322 Domestic preferences for procurements
(Appendix II to Part 200, Revised Eff. 11/12/2020).

Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II.

FY 2021-2022 EMPG-ARPA AGREEMENT
ATTACHMENT G
CERTIFICATION REGARDING LOBBYING

Check the appropriate box:

☐ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed $100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than $100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Sub-Recipient or subcontractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

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

_____
Name and Title of Sub-Recipient/subcontractor's Authorized Official

_____
Date

FLORIDA DIVISION OF EMERGENCY MANAGEMENT
EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM - AMERICAN RESCUE PLAN ACT (ARPA)

2021-2022 EMPG-ARPA REPORTING FORMS

2021-2022 QUARTERLY REPORTING FORMS

QUARTERLY REPORTS INCLUDE: DIVISION Form 1A - Quarterly Financial Report, DIVISION Form 1B - Quarterly Tasks, DIVISION Forms 2A & 2B Detail of Claims and DIVISION Form 6 - Time and Effort (if applicable).

1. These forms are to be submitted to the Division each quarter.
2. Complete **Division Form 1A** - Quarterly Financial Report by entering all information needed to support the claim for reimbursement, sign and date. Include a descriptive narrative outlining quarterly progress, events, delays in the section provided.
3. Complete **Division Form 1B** - Quarterly Tasks to support that deliverables and tasks are being completed as required throughout the period of performance, sign and date.
4. The **Division Form 2A** - Detail of Claims & **Division Form 2B** - Detail of Claims (Salaries & Fringe) forms **must** accompany the **Division Form 1A** - Quarterly Financial Report each quarter.
5. The **Division Form 1A** - Quarterly Financial Report form must be signed by the grant manager or someone with equal authority.
6. Deliverables and Claims for reimbursement may be submitted via Salesforce or by email to the appropriate Division Grant Manager according to applicable region.

FLORIDA DIVISION OF EMERGENCY MANAGEMENT
2555 SHUMARD OAK BOULEVARD
TALLAHASSEE, FLORIDA 32399-2100
Attn: (Division Grant Manager)

Division Form 3A - Quarterly Match:

1. The 2021-2022 EMPG-ARPA agreement has a match requirement of 50% Federal share and 50% Sub-Recipient share of the total award amount. The Division Form 3A - Quarter Match Form shall be submitted to the Division each quarter to identify non-federal match amount. The Sub-Recipient must provide supporting documentation of matching funds (i.e. invoices, cancelled checks, credit card statements, earning statements, payroll registries, etc.), if using funds other then EMPA expenditures claimed for reimbursement. Cost-matching requirements shall be in accordance with 2 C.F.R. part 200.306. Match contributions must be verifiable, reasonable, allowable, allocable, and necessary under the grant program and must comply with applicable Federal

Division Form 4 - Staffing Detail:

1. List EMPG-ARPA funded Emergency Management Agency staff. Provide a total anticipated annual amount of Salaries and Benefits to be paid for each position. Provide the funding distribution amount or percentage in each applicable column: local, state. federal, etc. This form is due with Quarter 1 submission or no later than October 30, 2021, whichever occurs first. Please provide the Division updates to this form as necessary.
2. Along with the Division Form 4 - Staffing Detail, please provide position descriptions for EMPG-ARPA funded staff.
3. Along with the Division Form 4- Staffing Detail, please provide documented policies for any fringe benefits, incentives or special pay to be claimed through the grant.

Division Form 5 - Close Out Report:

1. The Division Form 5 - Close Out Report is due within sixty (60) days after the period of agreement ends. The 2021-2022 EMPG-ARPA agreement has a match requirement of 50% Federal share and 50% Sub-Recipinent share of the total award amount. If the the EMPG-ARPA award is matched with EMPA and/or are less than the EMPA award, no additional back-up/supporting documentation is needed to be provided to the Division. However, if the EMPG-ARPA award exceeds the EMPA award, or if the Sub-Recipient is not using EMPA expenditures for match, the appropriate back-up/supporting documentation shall be provided to the Division along with the Form 5 - Close Out Report (i.e. invoices, reciepts, cancelled checks, credit card and bank statements, earning statements, paystubs, etc.).
2. The agreement cannot be considered closed until the Division Form 5 - Close Out Report has been received and approved by the Division.

Division Form 6 - Time and Effort:

1. Provide copies of certified timesheets with employee and supervisor signature documenting hours worked or Division Form 6 - Time and Effort. The form must account for 100% of the hours claimed for reimbursement each quarter.

Training and Exercise Requirements for EMPG-ARPA funded personnel

1. **All EMPG-ARPA funded personnel** shall complete the following training requirements and record proof of completion: NIMS Training, FEMA Independent Study (IS) 100, IS 200, IS 700, and IS 800. In addition, personnel shall complete either the FEMA Independent Study courses identified in the FEMA Professional Development Series or the National Emergency Management Basic Academy delivered either by the Emergency Management Institute (EMI) or at a sponsored State, local, tribal, territorial, regional or other designated location. Participation in at least three (3) exercises for funded EMPG-ARPA personnel during the

Required documentation to support project expenditures:

1. Sub-Recipients shall maintain a grant/financial file with copies of supporting documentation for all paid project/program expenditures claimed during the grant period. Documentation of expenditures claimed for reimbursement through the grant will be reviewed and verified by Division staff. Acceptable documentation includes copies of purchase orders and paid vouchers, paid invoices or cancelled checks, timesheets and payroll vouchers, journal transfers, credit card and bank statements, etc. These documents should be submitted when requesting reimbursement.
2. All claims for reimbursement shall be submitted on the approved Division Quarterly Financial Reporting forms. Claims not submitted on the proper forms or that are unsupported by proper documentation will not be processed and will be returned for additional support.
3. Please ensure that the documentation submitted for review is legible.
4. Please verify form calculations for accuracy prior submitting to the Division for review each quarter.

FLORIDA DIVISION OF EMERGENCY MANAGEMENT

2021-2022 EMERGENCY MANAGEMENT PERFORMANCE GRANT - ARPA

DIVISION FORM 1A - QUARTERLY FINANCIAL REPORT

AGREEMENT #: _____ **CLAIM #:** 1

AWARD AMOUNT: _____ **QUARTER #:** 1

SUB-RECIPIENT: _____

COUNTY: _____

ADDRESS: _____

POINT OF CONTACT: _____

PHONE/EMAIL: _____

REPORTING FORMS DUE DATES (30 DAYS AFTER QUARTER)

1 - July 1 – Sept. 30, 2021 (Forms are due no later than October 30)

2 - October 1 – Dec. 31, 2021 (Forms are due no later than January 30)

3 - January 1 – March 31, 2022 (Forms are due no later than April 30)

4 - April 1 - June 30, 2022 (Forms are due no later than July 30)

EMPG-ARPA ALLOCATION CATEGORIES	BUDGETED ALLOCATIONS	Q1 CLAIM	Q2 CLAIM	Q3 CLAIM	Q4 CLAIM	CUMULATIVE EXPENDED FUNDS	REMAINING BALANCE
1. PLANNING	$0.00					$0.00	$0.00
2. ORGANIZATION	$0.00					$0.00	$0.00
3. EQUIPMENT	$0.00					$0.00	$0.00
4. TRAINING	$0.00					$0.00	$0.00
5. EXERCISE	$0.00					$0.00	$0.00
6. MGMT AND ADMIN (up to 5%)	$0.00					$0.00	$0.00
TOTAL	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

AMOUNT OF REIMBURSEMENT FOR THIS CLAIM: _____

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812)."

SIGNATURE: _____ _____

AUTHORIZED REPRESENTATIVE **DATE**

QUARTERLY STATUS REPORT

Please report EM activities, meetings, training, exercises, or other necessary information to support quarterly progression.

THE SECTION BELOW IS TO BE COMPLETED BY THE DIVISION

AWARD AMOUNT	
PRIOR CLAIMS	
THIS CLAIM AMOUNT	
BALANCE OF AWARD	

DIVISION DATE RECEIVED STAMP

FLORIDA DIVISION OF EMERGENCY MANAGEMENT

2021-2022 EMERGENCY MANAGEMENT PERFORMANCE GRANT - ARPA

DIVISION FORM 1B - QUARTERLY TASKS

SUB-RECIPIENT: _____

QUARTER: **July 1 - Sept. 30**

EMPG-ARPA Emergency Management Personnel	NIMS IS 100				NIMS IS 200				NIMS IS 700				NIMS IS 800				Professional Development Series				OR	National Emergency Management Basic Academy			
EM Employee Name & Position Title	QTR 1	QTR 2	QTR 3	QTR 4	QTR 1	QTR 2	QTR 3	QTR 4	QTR 1	QTR 2	QTR 3	QTR 4	QTR 1	QTR 2	QTR 3	QTR 4	QTR 1	QTR 2	QTR 3	QTR 4		QTR 1	QTR 2	QTR 3	QTR 4

DELIVERABLES/TASK REQUIREMENTS	**ENTER DATE COMPLETED** QTR 1	QTR 2	QTR 3	QTR 4
T1: Submit Division Form 3A - Quarterly Match to identify the non-federal match amount. For those sub-recipients using local funds, supporting documentation is required with the form to support match amount reported **(Due Q1-Q4)**				
T2: Provide meeting minutes and sign-in sheets for 1) Quarterly meetings conducted with your whole community and 2) Quarterly Emergency Management meetings attended that were hosted by the Regional Coordination Team **(Due Q1-Q4)**				

COMMENTS
Use for explanation that supports Training & Exercise progression.

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812)."

SIGNATURE: _____

AUTHORIZED REPRESENTATIVE

PRINTED NAME: _____

TITLE: _____

DATE: _____

FLORIDA DIVISION OF EMERGENCY MANAGEMENT
2021-2022 EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM - ARPA
DIVISION FORM 2A - DETAIL OF CLAIMS

SUB-RECIPIENT: _____ **INCURRED DATE RANGE:** Example: July 1 through Sept. 30, 2021

Please use separate Division Form 2A - Detail of Claims per allocation category. Please provide FEMA AEL numbers for EQUIPMENT expenditures ONLY.

Please provide a budget revision to the Division along with this form, if expenses being claimed are not allocated on the most recently approved budget.

Please include the Costs Incurred Date Range in the applicable cell above. This is usually the quarterly period; however, a Sub-Recipient may incorporate a larger date range to include a forgotten claim for reimbursement for a payment made the previous quarter (within the period of the agreement). This allowance does not circumvent the four (4) required reporting submissions.

ALLOCATION CATEGORIES

PLEASE SELECT FROM THE LIST BELOW

CATEGORY: **PLANNING**

#	VENDOR	DESCRIPTION OF SERVICE OR EXPENSE	DATE OF PAYMENT FOR SERVICE OR EXPENSE (Include full date)	PAYMENT REFERENCE # (CHECK #, PO, CC#, JT)	PURCHASE AMOUNT	FEMA AEL# (N/A if equipment was not purchased)
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
				TOTAL	$ -	

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812)."

SIGNATURE: _____
AUTHORIZED REPRESENTATIVE

PRINTED NAME: _____

TITLE: _____

DATE: _____

FY 2021-2022 EMPG-ARPA AGREEMENT
ATTACHMENT H – REPORTING FORMS

FLORIDA DIVISION OF EMERGENCY MANAGEMENT
2021-2022 EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM - ARPA
DIVISION FORM 2B - DETAIL OF CLAIMS
SALARIES AND FRINGE BENEFITS

SALARY DEFINITION: The cash compensation for services rendered by a regular employee in an established position for a specific period of time.

SUB-RECIPIENT: _____ **CLAIM#:** _____

DOES THIS CLAIM FOR REIMBURSMENT INCLUDE EXPENSES FOR ANY INCENTIVES OR SPECIAL PAY?

Note: If this claim includes incentives or special pay, please provide FDEM with the written established policy for support.

	EM EMPLOYEE NAME	EM POSITION TITLE	% OF TIME CHARGED TO EMPG	SALARY	FRINGE BENEFITS
1	Example: Jane Doe	EM Planner	50%	$ 5,000.00	$ 1,200.00
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
			TOTALS	**$ 5,000.00**	**$ 1,200.00**
				TOTAL	**$ 6,200.00**

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812)."

SIGNATURE: _____
AUTHORIZED REPRESENTATIVE

PRINTED NAME: _____

TITLE: _____

DATE: _____

FLORIDA DIVISION OF EMERGENCY MANAGEMENT

2021-2022 EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM - ARPA

DIVISION FORM 3A - Quarterly Match

SUB-RECIPIENT:		**CLAIM #:**	**1**
QUARTERLY REPORTING PERIOD:	**July 1 - Sept. 30**		

1. The 2021-2022 EMPG-ARPA agreement has a match requirement of 50% Federal share and 50% Sub-Recipient share of the total award amount. Each quarter the Sub-Recipient must identify the non-federal match amount on the Quarterly Match Form 3A.

2. If the EMPG-ARPA funds are being matched with 2021-2022 EMPA claimed expenditures, no additional back-up/supporting documentation is required to be submitted with this form.

3. If the 2021-2022 EMPG-ARPA award exceeds the 2021-2022 EMPA award, or if the Sub-Recipient is not using EMPA claimed expenditures to fulfill the EMPG-ARPA match requirement, appropriate back-up/supporting documentation must accompany this form to support fulfillment of the required match (i.e. invoices, receipts, paystubs, earning statements, cancelled checks, credit card and bank statements, etc.).

EMPG-ARPA REPORTING		**AWARD AMOUNT:**	**$ 80,000.00**
	EMPG-ARPA QUARTERLY CLAIM	**CUM. FUNDS EXPENDED**	**REMAINING BALANCE**
QUARTER 1		$0.00	$80,000.00
QUARTER 2		$0.00	$80,000.00
QUARTER 3		$0.00	$80,000.00
QUARTER 4		$0.00	$80,000.00
TOTAL EMPG CLAIMS	$0.00		

EMPA REPORTING		**AWARD AMOUNT:**	**$ 105,806.00**
	EMPA QUARTERLY CLAIM	**CUM. FUNDS EXPENDED**	**REMAINING BALANCE**
QUARTER 1		$0.00	$105,806.00
QUARTER 2		$0.00	$105,806.00
QUARTER 3		$0.00	$105,806.00
QUARTER 4		$0.00	$105,806.00
TOTAL EMPA CLAIMS	$0.00		

MATCH REPORTING			**REQUIRED MATCH AMOUNT:**	**$ 40,000.00**
	EMPA	**LOCAL** (General Revenue)	**LOCAL** (Other)	**OTHER** (Non-Federal)
QUARTER 1				
QUARTER 2				
QUARTER 3				
QUARTER 4				
TOTAL	$0.00	$0.00	$0.00	$0.00
			TOTAL MATCH	$0.00

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812)."

SIGNATURE: _____

AUTHORIZED REPRESENTATIVE

PRINTED NAME: _____

TITLE: _____

DATE: _____

FY 2021-2022 EMPG-ARPA AGREEMENT
ATTACHMENT H – REPORTING FORMS

FLORIDA DIVISION OF EMERGENCY MANAGEMENT
2020-2021 EMERGENCY MANAGEMENT PERFORMANCE GRANT - ARPA
DIVISION FORM 4 - STAFFING DETAIL
EMERGENCY MANAGEMENT AGENCY ANTICIPATED SALARIES AND BENEFITS

SUB-RECIPIENT:	FL County	**POINT OF CONTACT:**		**PHONE/EMAIL:**	123-123-1234

	EMPLOYEE INFORMATION			**LOCAL**	**STATE AND FEDERAL**				**TOTAL**	
	EM Employee Name, Position Title [1]	# Hrs./Week Devoted to EM Activities [2]	$ Total Salaries & Benefits by Position [3]	% County General Fund (Local) [4]	% EMPA Base Grant (State) [5]	$ EMPA Base Grant (State) [6]	% EMPG - ARPA (Federal) [7]	$ EMPG - ARPA (Federal) [8]	% Other State or Federal Funds [9]	% Total All Funds [10]
1	EXAMPLE: John Smith, Planner	40	$ 40,000.00	0%	50%	$20,000.00	50%	$ 20,000.00	0%	100%
2						$ -		$ -		0%
3						$ -		$ -		0%
4						$ -		$ -		0%
5						$ -		$ -		0%
6						$ -		$ -		0%
7						$ -		$ -		0%
8						$ -		$ -		0%
9						$ -		$ -		0%
10						$ -		$ -		0%
11						$ -		$ -		0%
12						$ -		$ -		0%
13						$ -		$ -		0%
14						$ -		$ -		0%
15						$ -		$ -		0%
16						$ -		$ -		0%
17						$ -		$ -		0%
18						$ -		$ -		0%
19						$ -		$ -		0%
20						$ -		$ -		0%
					TOTAL	**$20,000.00**		**$ 20,000.00**		

DIRECTIONS:

1. In Column #1, list the name of Emergency Management staff.
2. In Column #2, enter the amount of anticipated hours worked per week for grant related activities for each EM position.
3. In Column #3, list total anticipated annual amount of Salaries and Benefits to be paid for each EM position.
4. In Columns #4-9, provide the funding distribution (% or $) in each applicable column.
5. Column #10 calculates the sum of percentages entered in Columns 4 - 9 and must equal 100% of the anticipated annual salaries and benefits per EM position.
6. Please provide to the Division updates or revisions to this form throughout the period of the agreement, as necessary.

FLORIDA DIVISION OF EMERGENCY MANAGEMENT
2021-2022 EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM - ARPA
DIVISION FORM 5 - CLOSE-OUT REPORT

Division FORM 5 - CLOSEOUT REPORT shall be completed and submitted to the Division no later than sixty (60) days after the period of performance ends. The 2021-2022 period of performance ends on June 30, 2022. Division FORM 5 is due by August 30, 2022.

SUB-RECIPIENT: _____ **AGREEMENT #:** _____

POINT OF CONTACT: _____ **EMPG AWARD AMOUNT:** $ -

PHONE/EMAIL: _____ **UNCLAIMED BALANCE:** $ -

REIMBURSEMENTS RECEIVED BY THE SUB-RECIPIENT
(Include any advanced funds and final requested payment)

ALLOCATION CATEGORIES	EXPENDITURES		DATE	AMOUNT
1. PLANNING	$ -	1		$ -
2. ORGANIZATION	$ -	2		$ -
3. EQUIPMENT	$ -	3		$ -
4. TRAINING	$ -	4		$ -
5. EXERCISE	$ -	5		$ -
6. MANAGEMENT AND ADMIN.	$ -	6		$ -
$ -			$ -	

AWARD AMOUNT	**$**	**-**
(LESS ADVANCED FUNDS)	**$**	**-**
(LESS REIMBURSEMENTS)	**$**	**-**
UNCLAIMED BALANCE OF AWARD	**$**	**-**

The 2020-2021 EMPG-ARPA agreement has a match requirement of 50% Federal share and 50% Sub-Recipient share of the total award amount. If the EMPG-ARPA award is being matched with EMPA, no additional back-up/supporting documentation is needed to be provided to the Division. If the EMPG-ARPA award exceeds the EMPA award or using local funds for match, the appropriate back-up/supporting documentation for the match fulfillment shall be provided with this form (i.e. invoices, cancelled checks, earning statements, payroll registries, with amounts clearly identified).

TOTAL MATCH	EMPA	LOCAL (General Revenue)	LOCAL (Other)	OTHER (Non-Federal)

SIGNATURE REQUIRED

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812)."

SIGNATURE AND DATE: _____

AUTHORIZED REPRESENTATIVE

PRINTED NAME AND TITLE: _____

Refund and/or final interest checks are due no later than ninety (90) days after the expiration of the Agreement.
Make checks payable to: Cashier, Florida Division of Emergency Management
Mail to: Florida Division of Emergency Management, 2555 Shumard Oak Blvd., Tallahassee, Florida 32399-2100, Attn: (Division Grant Manager)

BELOW TO BE COMPLETED BY FDEM:

SIGNATURE AND DATE: _____

Division Grant Manager

SIGNATURE AND DATE: _____

Division Programmatic Reviewer

FLORIDA DIVISION OF EMERGENCY MANAGEMENT

2021-2022 EMERGENCY MANAGEMENT PERFORMANCE GRANT - ARPA
DIVISION FORM 6 - TIME AND EFFORT

This form is required to accompany reimbursement claims for salaries charged to the grant.

EMPLOYEE NAME: _____ **QUARTERLY REPORTING PERIOD:** October 1 - December 31

PERIOD DATES: 10/1/2021 **TO** 12/31/21 **CLAIM #:** _____

Date Range		Week 1								Week 2								CATEGORY TOTALS
	ALLOCATION CATEGORY	S	S	M	T	W	T	F	Total	S	S	M	T	W	T	F	Total	
1	ORGANIZATION			4					4								0	4
2	MGMT & ADMIN					5			5			5	5				10	15
3									0								0	0
4									0								0	0
5									0								0	0
6									0				12				12	12
	DAILY TOTALS	0	0	4	0	5	0	0		0	0	5	17	0	0	0		
									PERIOD ONE TOTAL	9							PERIOD TWO TOTAL	22	31

Date Range		Week 1								Week 2								CATEGORY TOTALS
	ALLOCATION CATEGORY	S	S	M	T	W	T	F	Total	S	S	M	T	W	T	F	Total	
1	ORGANIZATION			4	5				9								0	9
2	MGMT & ADMIN								0	5	5						10	10
3									0								0	0
4									0								0	0
5									0								0	0
6									0								0	0
	DAILY TOTALS	0	0	4	5	0	0	0		5	5	0	0	0	0	0		
									PERIOD ONE TOTAL	9							PERIOD TWO TOTAL	10	19

Date Range		Week 1								Week 2								CATEGORY TOTALS
	ALLOCATION CATEGORY	S	S	M	T	W	T	F	Total	S	S	M	T	W	T	F	Total	
1	ORGANIZATION					4	5		9								0	9
2	MGMT & ADMIN								0		4		5				9	9
3									0								0	0
4									0								0	0
5									0								0	0
6									0								0	0
	DAILY TOTALS	0	0	0	0	4	5	0		0	4	0	5	0	0	0		
									PERIOD ONE TOTAL	9							PERIOD TWO TOTAL	9	18

Date Range		Week 1								Week 2								CATEGORY TOTALS
	ALLOCATION CATEGORY	S	S	M	T	W	T	F	Total	S	S	M	T	W	T	F	Total	
1	ORGANIZATION								0								0	0
2	MGMT & ADMIN				5				5		4						4	9
3									0								0	0
4									0								0	0
5									0								0	0
6									0								0	0
	DAILY TOTALS	0	0	0	5	0	0	0		0	4	0	0	0	0	0		
									PERIOD ONE TOTAL	5							PERIOD TWO TOTAL	4	9

Date Range		Week 1								Week 2								CATEGORY TOTALS
	ALLOCATION CATEGORY	S	S	M	T	W	T	F	Total	S	S	M	T	W	T	F	Total	
1	ORGANIZATION								0								0	0
2	MGMT & ADMIN						4		4								0	4
3									0			5					5	5
4									0								0	0
5									0								0	0
6									0								0	0
	DAILY TOTALS	0	0	0	0	0	4	0		0	0	5	0	0	0	0		
									PERIOD ONE TOTAL	4							PERIOD TWO TOTAL	5	9

Date Range		Week 1								Week 2								CATEGORY TOTALS
	ALLOCATION CATEGORY	S	S	M	T	W	T	F	Total	S	S	M	T	W	T	F	Total	
1	ORGANIZATION								0								0	0
2	MGMT & ADMIN				4		5		9								0	9
3									0		5						5	5
4									0				6				6	6
5									0								0	0
6									0								0	0
	DAILY TOTALS	0	0	0	4	0	5	0		0	5	0	6	0	0	0		
									PERIOD ONE TOTAL	9							PERIOD TWO TOTAL	11	20

Employee Signature: **Date:** **Supervisor Signature:** **Date:**

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 17, 2021

PRESENTER: **Casey Hartt, Lead Marketing Consultant**

SUBJECT/TITLE: **Request approval of the Motosurf Continental Cup of America - Florida Sports Foundation Grant Agreement between the Florida Sports Foundation Board of Directors and the Highlands County Board of County Commissioners for and on behalf of the Tourist Development FY 20-21.**

STATEMENT OF ISSUE

Motosurf Continental Cup of America- Florida Sports Foundation Grant Agreement between the Florida Sports Foundation Board of Directors and the Highlands County Board of County Commissioners is an agreement to accept funds allocated to the TDC to support Motosurf Continental Cup of America. The grant is required to be executed by the Board of County Commissioners in order to be considered for grant funding. The award to the TDC is based on expenditures for allowed expenses on behalf of Motosurf Continental Cup of America.

RECOMMENDED ACTION

Move to approve the Motosurf Continental Cup of America - Florida Sports Foundation Grant Agreement between the Florida Sports Foundation Board of Directors and the Highlands County Board of County Commissioners for and on behalf of the Tourist Development FY 20-21.

FISCAL IMPACT

The fiscal impact will be an estimated increase to Fund 152 (Tourist Development Trust) in the amount of $953 and will be appropriated to cost center 5305 (Marketing & Promotions).

Attachments: FSF_Grant_Contract_-_Motosurf_Continental_Cup.pdf

DocuSign Envelope ID: 4E6BC9E9-2436-47C6-9680-8C91090625E3

6/9/2021

Visit Sebring
Chantel Brutus, Administrative Assistant
501 S Commerce Avenue

Sebring, FL 33870

Dear Chantel

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

$953 for Motosurf Continental Cup of America

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

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

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

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

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

Sincerely,

Liese Abili

Liese Abili
Director of Sports Development

DocuSign Envelope ID: 4E6BC9E9-2436-47C6-9680-8C91090625E3

FLORIDA SPORTS FOUNDATION
Major Grant Program - Grant Agreement

THIS GRANT AGREEMENT entered into this day, **6/9/2021** , by and between the Florida Sports Foundation, Inc., a division of Enterprise Florida, Inc., hereinafter referred to as the "Grantor" and **Visit Sebring** **,** hereinafter referred to as the "Grantee".

WITNESSETH

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

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

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

1.0 **PARTIES:**

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

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

Visit Sebring
Chantel Brutus
501 S Commerce Avenue
Sebring, FL 33870

2.0 **NOTICES**:

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

3.0 **GRANT DESCRIPTION**:

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

(a) Grantee: **Visit Sebring**

(b) Payee: **Visit Sebring**

(c) Name/Date of Event: **Motosurf Continental Cup of America - 7/16/2021 thru 7/18/2021**

(d) Total Amount of Grant**: $ 953**

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

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

(g) Grant Period: **6/9/2021 through the end of Event**

4.0 **GRANT REQUIREMENTS**:

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

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

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

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

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

5.0 **TERMINATION**:

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

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

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(Section 287.058, Florida Statutes)

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

(a) All persons employed during the contract term by the contractor to perform employment duties within Florida; and

(b) All persons (including subcontractors) assigned by Grantee to perform work pursuant to this agreement.

6.0 **PAYMENTS**:

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

Allowable Expenses:

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

Disallowable Expenses:

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

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

7.0 **LEGAL REQUIREMENTS**:

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

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

8.0 **MODIFICATION**: This writing and any Attachments herein, contains the entire Grant Agreement of the parties. No representations were made or relied upon by either party, other than those that are expressly set forth. No agent, employee, or other representative of either party is empowered to alter any of the terms of

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this Grant Agreement, unless done in writing and signed by an executive officer of the Grantee and designee for the Grantor.

9.0 **MISCELLANEOUS:**

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

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

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

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

10.0 **VENDORS ON SCRUTINIZED COMPANIES LIST:**

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

11.0 **TIME IS OF THE ESSENCE:**

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

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

Florida Sports Foundation	**For Visit Sebring**
_____	_____
Angela Suggs, President & CEO	Signature - Authorized Agent
_____	_____
Date	Title
	_____
	Date

The remainder of this page is intentionally left blank.

Attachment A

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THIS IS A STATE FUNDED AWARD

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

2. State Project

FLORIDA SPORTS FOUNDATION Funding FY 2020-2021		
Line Item	**Title**	**Fund**
2324	Grants and Aids – FLORIDA SPORTS FOUNDATION	State Economic Enhancement and Development (SEED) TF
2324	Grants and Aids – FLORIDA SPORTS FOUNDATION	Professional Sports Development TF

Catalog of State Financial Assistance

Standard state project number identifier: **40.040**

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

Agency: **Department of Economic Opportunity**

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

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

Specific Appropriation: **Line Item 2324**

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

Authorization: **GAA**

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

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

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Motosurf Event Budget

EXPENSES
Course expenses - $7,500
Travel - $7,500
Television Broadcast - $35,000
Prize pool - $10,000
Insurance - $1,500
$61,500

REVENUE
TDC & CRA Event Grants - $35,000
Entry Fees - $10,000
Sponsorships - $15,000
$60,000

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 17, 2021

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

SUBJECT/TITLE: **Request approval of a renewal quotation for the purposes of executing a purchase order with Environmental Systems Research Institute Inc. (ESRI) for Geographic Information Systems (GIS) Software for FY 21-22.**

STATEMENT OF ISSUE

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

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

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

The total cost of the three-year agreement is $173,250.00 to be paid in three equal annual payments of $57,750.00. County staff is requesting approval of the second year ELA Quotation from ESRI for FY 21-22 to the amount of $57,750.00.

RECOMMENDED ACTION

Move to approve the Renewal Quotation between Environmental Systems Research Institute, Inc. (ESRI) and the Board of County Commissioners' for Geographic Information Systems (GIS) Software for FY 21-22 in the total amount of $57,750.00.

FISCAL IMPACT

The estimated total fiscal impact is $57,750.00. The funding for the ELA will come from funds budgeted in the FY 21-22 budgets within various Departments that utilize ESRI GIS software.

Attachments: Esri_Quotation_26030737.PDF

Esri Inc
380 New York St
Redlands CA 92373-8118

Subject: Renewal Quotation

Date: 07/30/2021
To: Carley Fitzgerald
Organization: County of Highlands
Board of County Commissioners
Fax #: 863-402-6765 **Phone #:** 863-402-6713

From: Trina Isaacs
Fax #: 909-307-3083 **Phone #:** 888-377-4575 Ext. 2258
Email: TISAACS@ESRI.COM

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

Quotation #26030737
Document Date: 07/30/2021

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

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

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

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

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

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

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

380 New York St
Redlands, CA 92373-8118
Phone: 888-377-45752258
Fax #: 909-307-3083

Quotation

Date: 07/30/2021 **Quotation Number:** 26030737 **Contract Number:** SMALL GOVT ELA US

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

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

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

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

Item	Qty	Material#	Unit Price	Extended Price
		Per the terms and conditions in your Esri Enterprise License Agreement, your organization is required to provide an annual usage report. This report should detail all deployments made under this agreement for your previous term, and should be provided to Esri as an Excel spreadsheet. The annual usage report must include actual license counts by product, licensee, and location. Please return your report via email to ea_usage_reports@esri.com. Thank you in advance for your prompt attention to this matter.		
10	1	168179 Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement Start Date: 11/01/2021 End Date: 10/31/2022	57,750.00	57,750.00

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

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

Quotation is valid for 90 days from document date.

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

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

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

[ISAACST]

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

380 New York St
Redlands, CA 92373-8118
Phone: 888-377-45752258
Fax #: 909-307-3083

Quotation

Date: 07/30/2021 **Quotation Number:** 26030737 **Contract Number:** SMALL GOVT ELA US

Item	Qty	Material#	Unit Price	Extended Price

Renewal Options:

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

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

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

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

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

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

[ISAACST]

380 New York St
Redlands, CA 92373-8118
Phone: 888-377-45752258
Fax #: 909-307-3083

Quotation

Date: 07/30/2021 **Quotation No:** 26030737 **Customer No:** 192729 **Contract No:** SMALL GOVT ELA US

Item	Qty	Material#	Unit Price	Extended Price

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

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

Please check one of the following:

_____ I agree to pay any applicable sales tax.

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

_____ _____
Signature of Authorized Representative Date

_____ _____
Name (Please Print) Title

[ISAACST]

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 17, 2021

PRESENTER: **LaTosha Reiss, Emergency Management Manager**

SUBJECT/TITLE: **Approval of agreement between Highlands County and Verizon for tower equipment upgrades.**

STATEMENT OF ISSUE

Verizon is requesting to upgrade their existing equipment on a county communications tower located at 242 South Blvd., Frostproof, Florida. Attached for your review and approval, please find the agreement from Verizon.

RECOMMENDED ACTION

Move to approve agreement with Verizon to upgrade their existing equipment on County communications tower.

FISCAL IMPACT

No fiscal impact

Attachments: Avon Park - Consent Letter.pdf
188648 - Avon Park Correctional Tower - Prelim CD Rev A_053121.pdf
verizon.pdf

June 14, 2021

Highlands County
P. O. Box 1926
Sebring, FL 33871

Re: TOWER LEASE AGREEMENT (the "Agreement"), dated January 6, 2012, by and between Highlands County ("Lessor") and Cellco Partnership d/b/a/ Verizon Wireless ("Lessee") (and as amended), covering the lease site located at 242 South Boulevard, Frostproof, Florida (the "Premises")

Verizon Wireless Site ID:188648 Avon Park Correctional Tower

To Whom It May Concern:

Please be advised that Verizon Wireless desires to modify its equipment within its licensed premises at 242 South Blvd. Frostproof, FL 33843. Specifically, Verizon Wireless intends to swap (9) antennas, (2) coax, add (6) RRUS, and (2) OVPs

In accordance with Section Eight (8) of the lease, please provide your consent to Verizon Wireless' proposed modifications by counter-signing this letter and returning it to me at your earliest convenience.

Should you have any questions, please call or email Karen Billiot at 985.789.4130 or Karen.billiot@caawireless.com

Sincerely,

Jhonathan Montenegro
Sr. Manager – Real Estate/Regulatory
4700 Exchange Court, Suite 100
Boca Raton, FL 33431
(305) 962-5436

Owner:

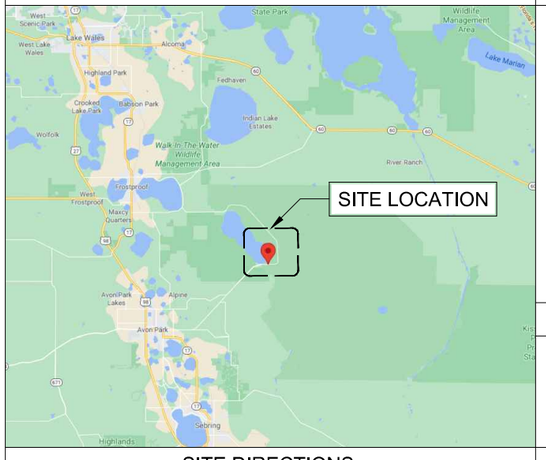
Highlands County, hereby consents to the proposed modifications to the licensed premises described herein:

By: _____
Print Name: _____
Title: _____
Date: _____

verizon

SITE NUMBER: 188648
SITE NAME: AVON PARK CORRECTIONAL TOWER
STRUCTURE TYPE: 200' SELF SUPPORT TOWER
MARKET: TAMPA2
PROJECT TYPE: SUB-6

LOCATION SKETCH



CONTACT INFORMATION

APPLICANT:
VERIZON WIRELESS
7701 E TELECOM PKWY
TEMPLE TERRACE, FL 33637

ARCHITECT/ ENGINEER:
CBVR/ HUGH O. REILLY, PE
6505 N HIMES AVE
TAMPA, FL 33614

TOWER OWNER:
HIGHLANDS COUNTY BCC
ATTENTION TO: BENNIE E HENLEY
6850 W GEORGE BLVD
SEBRING , FL 33875

SITE INFORMATION

PARCEL ID #: 29-32-25-000000-021030
JURISDICTION: POLK COUNTY
LATITUDE: 27° 39' 56.0916" NORTH (NAD 83)
LONGITUDE: 81° 22' 11.0712" WEST (NAD 83)

SCOPE OF WORK

THE SCOPE OF WORK CONSISTS OF MODIFYING COMMUNICATIONS INSTALLATION ON AN EXISTING TOWER:

EQUIPMENT PAD:
- REMOVE (6) RUL01 B13'S FROM EXISTING RADIO CABINETS
- REMOVE (1) 6201 CABINET AND (2) CDMA CABINETS
- INSTALL (1) 19" RACK UNIT W/ (2) OVP-12 RACK UNITS
- INSTALL (1) 19" RACK W/ -48V DC POWER PLANT

TOWER/ RAD:
- REMOVE (9) ANTENNAS (3 PER SECTOR)
- INSTALL ANTENNA MOUNTS REINFORCEMENTS PER TECTONIC (TYP. EACH SECTOR)
- INSTALL (3) AIR 6449 ANTENNAS (1 PER SECTOR)
- INSTALL (6) LTE ANTENNAS (2 PER SECTOR)
- INSTALL (3) RRU4449'S AND (3) RRU8843'S (1 OF EACH PER SECTOR)
- INSTALL (2) OVP-12'S AND (S) 12/24 HYBRID CABLES.

LIST OF DRAWINGS

SITE GENERAL ARRANGEMENT PLANS
T-1 TITLE SHEET

ARCHITECTURAL/ CIVIL PLANS
C-1 COMPOUND PLAN
C-2 EQUIPMENT AREA PLAN
C-3 TOWER ELEVATION & ANTENNA MOUNT DETAILS
C-4 EQUIPMENT DETAILS
C-5 PROPOSED ANTENNA & CABLE SCHEDULE

ELECTRICAL PLANS
E-1 GROUNDING DETAILS

SITE DIRECTIONS

From I-4 & I-275 (Tampa):

1. Head southeast toward I-4 E (go 0.4 mi)
2. Continue onto I-4 E (go 25.7 mi)
3. Use the right 2 lanes to take exit 27 for FL-570 E toward Lakeland/Winter Haven (go 0.4 mi)
4. Continue onto FL-570 E (go 9.5 mi)
5. Use the right lane to take exit 10 for US-98 toward Lakeland/Bartow (go 0.4 mi)
6. Use the right 2 lanes to turn right onto US-98 S/Bartow Rd (signs for Polk State College). Continue to follow US-98 S (go 7.5 mi)
7. Use the left 3 lanes to turn left onto E Van Fleet Dr (go 0.5 mi)
8. Use the right 2 lanes to turn right onto FL-60 E/E Van Fleet Dr (signs for Lake Wales/Vere Beach). Continue to follow FL-60 E (go 14.6 mi)
9. Turn right onto the ramp to US-27 S (go 0.2 mi)
10. Keep right and merge onto US-27 S (go 21.4 mi)
11. Turn left onto County Rd 17A W/Truck Route (go 1.9 mi)
12. Continue straight onto E Old Bombing Range Rd (go 1.1 mi)
13. Turn left onto Ward Rd (go 0.5 mi)
14. Ward Rd turns slightly right and becomes E Old Bombing Range Rd (go 3.1 mi)
15. Turn left onto County Rd 64 (go 3.9 mi)
16. Destination will be on the left

APPROVALS

PROPERTY OWNER: _____

RF ENGINEER: _____

CONSTRUCTION: _____

SITE ACQUISITION: _____

ZONING: _____

NETWORK: _____

OPERATIONS: _____

APPLICABLE CODES

- FLORIDA BUILDING CODE 2020 (7th EDITION)
  WIND DESIGN CRITERIA
  A. ASCE 7 - 16
     ULTIMATE WIND SPEED = 140 MPH
     RISK CATEGORY = II
     EXPOSURE = D
  B. ANSI/ TIA-222-H
     STRUCTURE CLASS = II
     TOPOGRAPHIC CATEGORY = 1
- FLORIDA FIRE PREVENTION CODE - 2020 (7TH EDITION)
- NATIONAL ELECTRIC CODE (NFPA 70-2017)
- CITY AND OR COUNTY ORDINANCES

811 Know what's below. Call before you dig.

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TELECOM DESIGN GROUP
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PRELIM FOR REVIEW

PREPARED FOR

verizon

7701 E TELECOM PKWY
TEMPLE TERRACE, FL 33637

PROJECT INFORMATION

188648
AVON PARK CORRECTIONAL TOWER
242 SOUTH BLVD
FROSTPROOF, FL 33843

CBVR PROJECT #: VZW.119.20

ISSUED DATES

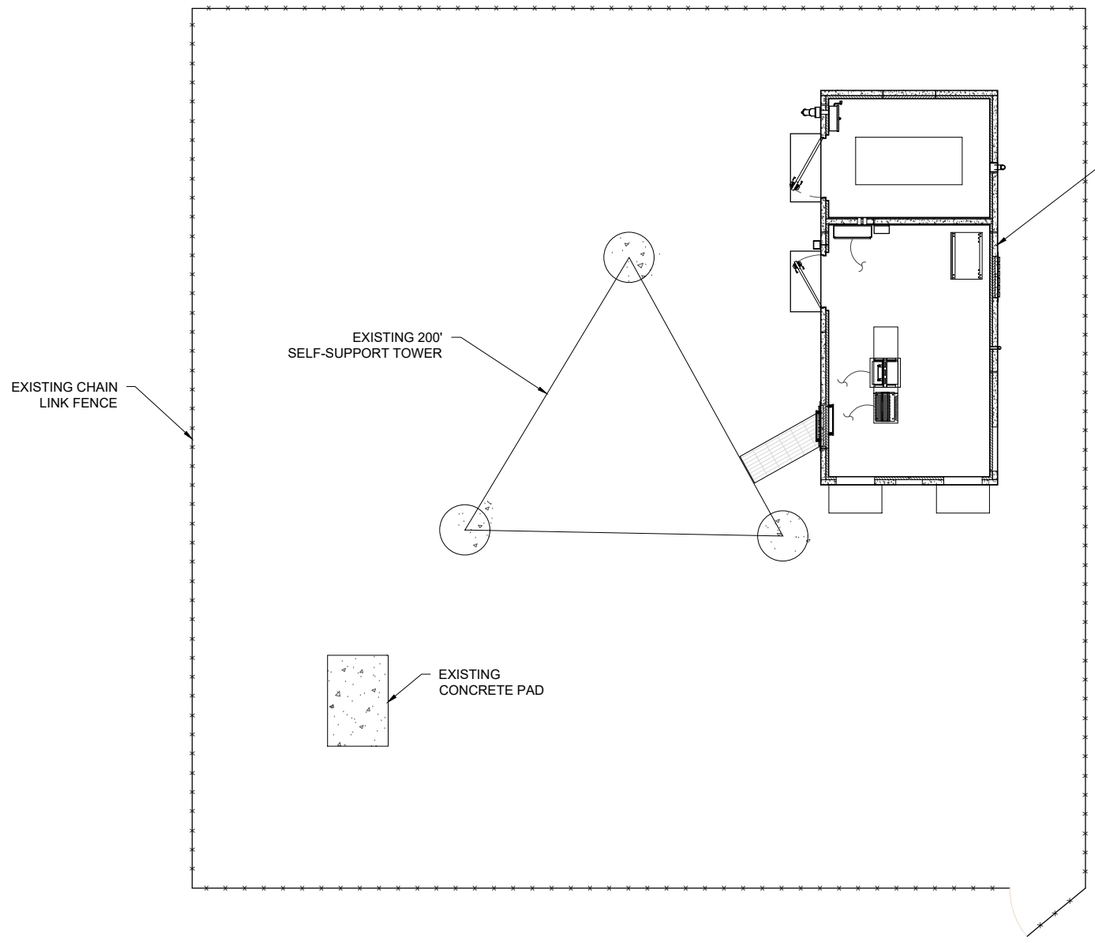
A	PRELIM FOR REVIEW	05.31.21

SHEET NAME

TITLE SHEET

SHEET NUMBER

T-1



COMPOUND PLAN

GRAPHIC SCALE

0' 5' 10'

(SCALE IN FEET)
11x17 SCALE: 1"=10'

NOTES:

- ALL DRAWINGS HAVE BEEN PREPARED WITHOUT THE AID OF A SURVEY OR A TITLE
- ALL DIMENSIONS, PROPERTY LINES, AND RIGHT OF WAYS ARE APPROXIMATE BASED UPON AVAILABLE ONLINE RESOURCES
- CONTRACTOR SHALL RESTORE AND REPAIR ANY DAMAGED AREAS CAUSED BY CONSTRUCTION TO ORIGINAL OR BETTER CONDITION
- ALL NEW WORK TO BE PERFORMED PER LATEST VERIZON WIRELESS STANDARDS & SPECIFICATIONS

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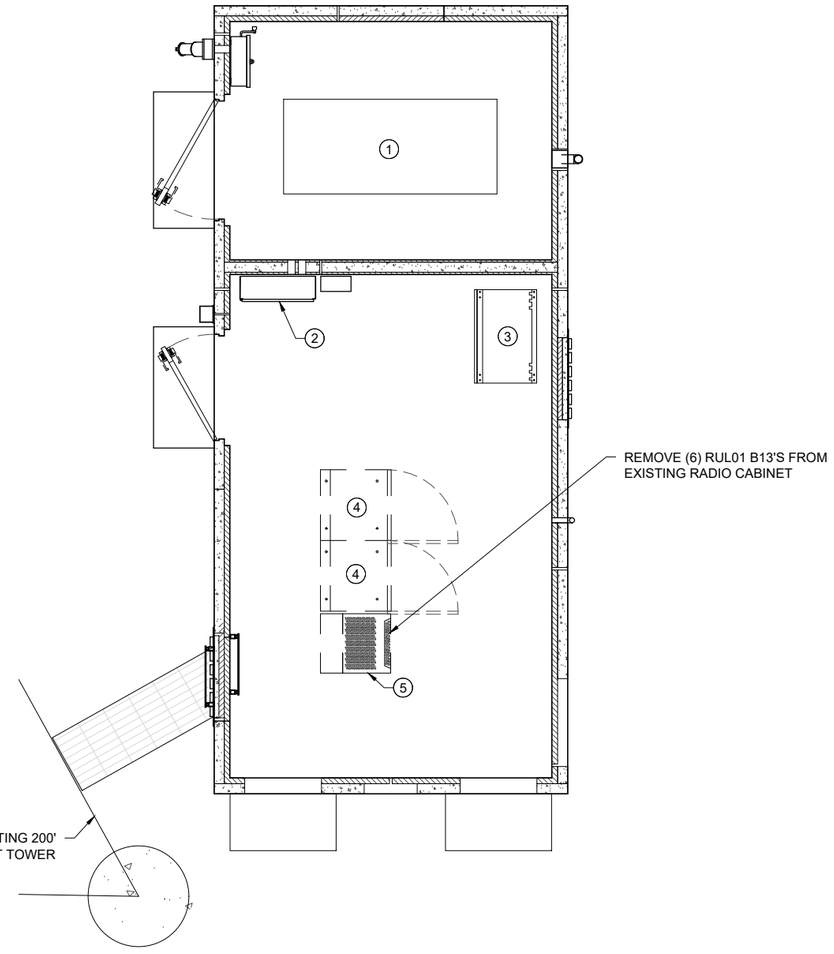
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SHEET NAME

COMPOUND PLAN

SHEET NUMBER

C-1



EXISTING EQUIPMENT LAYOUT

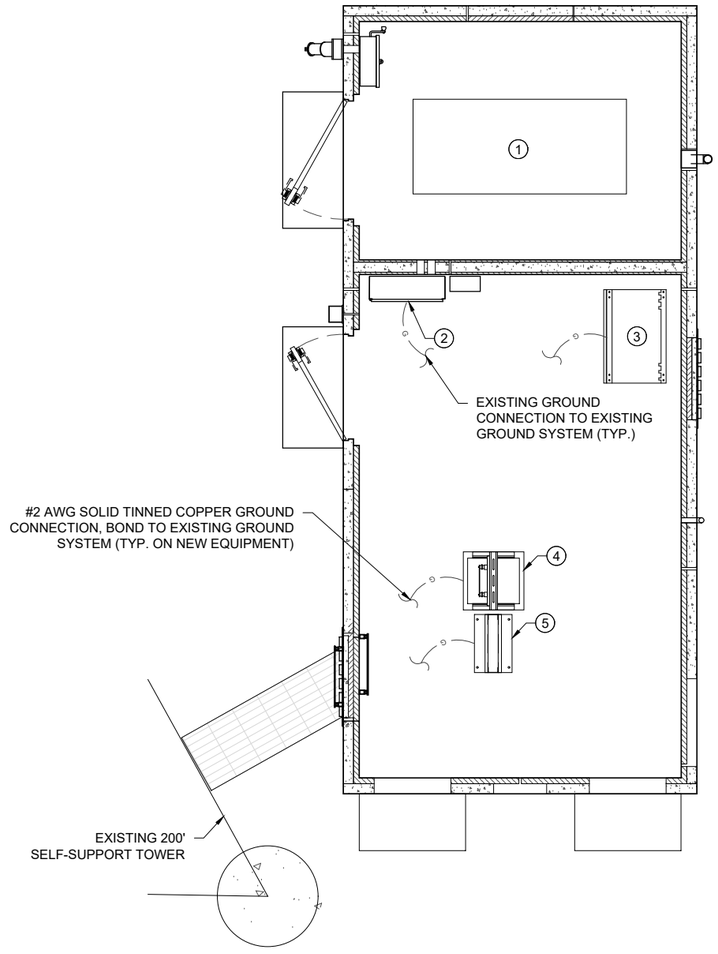
GRAPHIC SCALE

0' 2.5' 5'

(SCALE IN FEET)
11x17 SCALE: 1"=5'

LEGEND
1. DIESE GENERATOR W/ BELLY TANK
2. MAIN ELECTRICAL PANEL
3. BATTERY BANK
4. CDMA CABINET (TO BE REMOVED)
5. 6201 CABINET (TO BE REMOVED)

NOTE:
ALL EXISTING AND PROPOSED EQUIPMENT CONFIGURATIONS SHALL BE FIELD VERIFIED AND CONFIRMED BY GC WITH THE VERIZON WIRELESS CONSTRUCTION MANAGER.



PROPOSED EQUIPMENT LAYOUT

GRAPHIC SCALE

0' 2.5' 5'

(SCALE IN FEET)
11x17 SCALE: 1"=5'

LEGEND
1. DIESE GENERATOR W/ BELLY TANK
2. MAIN ELECTRICAL PANEL
3. BATTERY BANK
4. PROPOSED 19" RACK W/ -48V DC POWER PLANT
5. PROPOSED 19" RACK W/ (2) OVP-12 RACK UNITS

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verizon

7701 E TELECOM PKWY
TEMPLE TERRACE, FL 33637

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AVON PARK CORRECTIONAL TOWER
242 SOUTH BLVD
FROSTPROOF, FL 33843

CBVR PROJECT #: VZW.119.20

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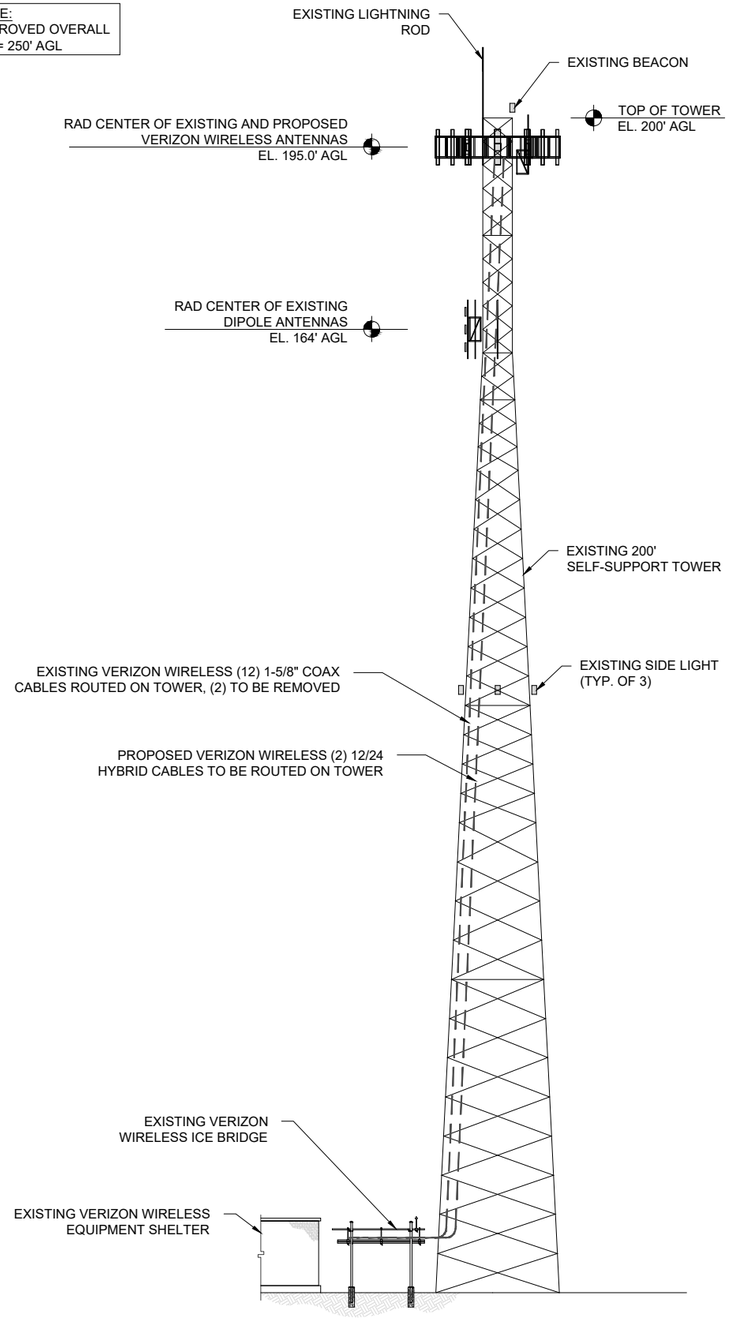
SHEET NAME

EQUIPMENT AREA PLAN

SHEET NUMBER

C-2

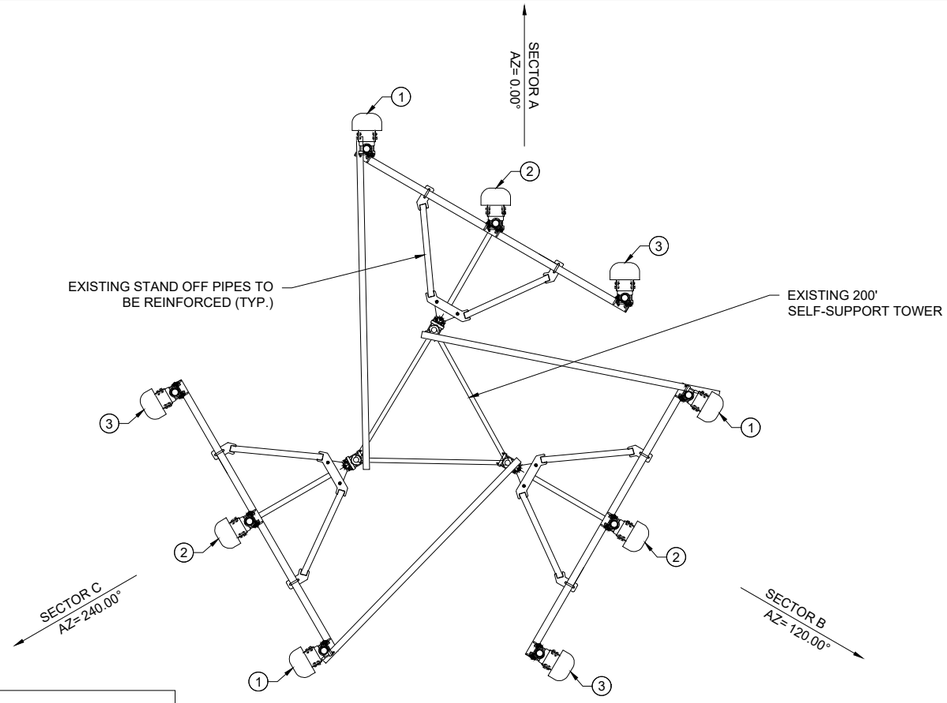
FAA NOTE:
FAA APPROVED OVERALL
HEIGHT = 250' AGL



TOWER ELEVATION
NOT TO SCALE

NOTES:

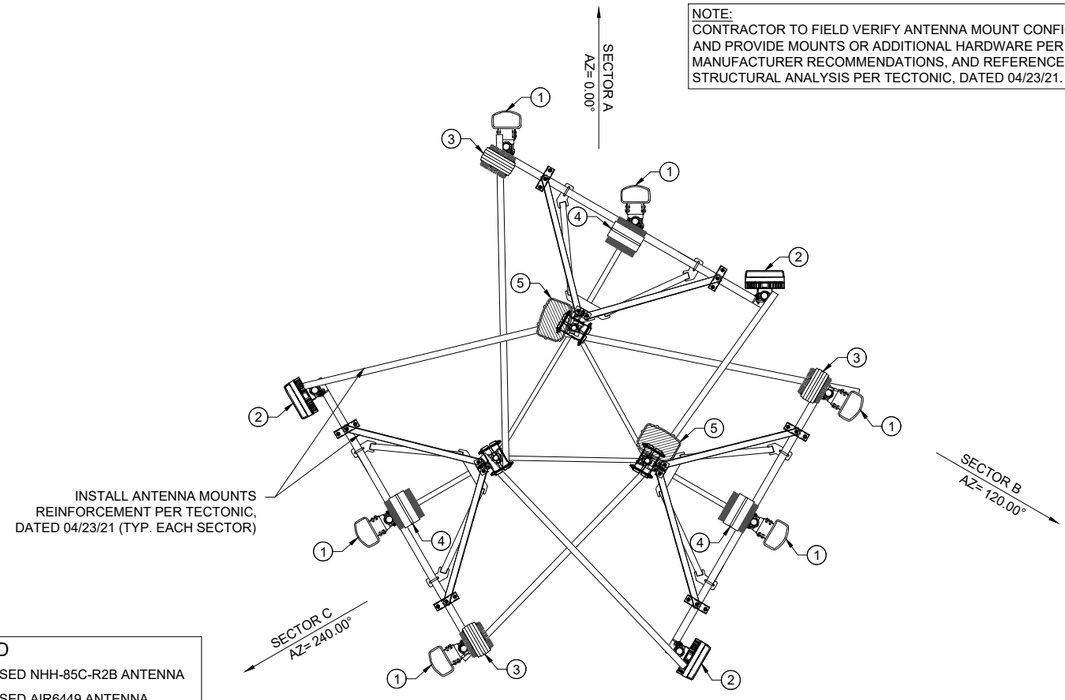
1. CONTRACTOR TO FIELD VERIFY ANTENNA MOUNT CONFIGURATION AND PROVIDE MOUNTS OR ADDITIONAL HARDWARE IF REQUIRED TO SUPPORT PROPOSED EQUIPMENT.
2. ALL EQUIPMENT AND MOUNTING HARDWARE SHALL CONFORM TO DESIGN REQUIREMENTS PER FLORIDA BUILDING CODE (7TH EDITION, 2020) AND ANSI/ TIA-222-H STRUCTURAL STANDARD FOR ANTENNA SUPPORTING STRUCTURES AND ANTENNAS; ULTIMATE WIND SPEED 140 MPH, 3 SECOND GUST.
3. AZIMUTH INFO TAKEN FROM VERIZON WIRELESS RF SITE DESIGN DATA. TOWER AND ANTENNAS HEIGHTS TAKEN FROM RECENT TOWER SURVEY DATA.
4. REFERENCE STRUCTURAL ANALYSIS REPORT BY BENNETT & PLESS, INC., DATED 05/10/2021.



LEGEND
1. DUO8-8686-0P ANTENNA (TO BE REMOVED)
2. X7C-FRO-860-2D ANTENNA (TO BE REMOVED)
3. DUO8-8686-2C ANTENNA (TO BE REMOVED)

EXISTING ANTENNA MOUNT DETAIL
NOT TO SCALE

NOTE:
CONTRACTOR TO FIELD VERIFY ANTENNA MOUNT CONFIGURATION AND PROVIDE MOUNTS OR ADDITIONAL HARDWARE PER MANUFACTURER RECOMMENDATIONS, AND REFERENCE STRUCTURAL ANALYSIS PER TECTONIC, DATED 04/23/21.



LEGEND
1. PROPOSED NHH-85C-R2B ANTENNA
2. PROPOSED AIR6449 ANTENNA
3. PROPOSED RRU4449
4. PROPOSED RRU8843
5. PROPOSED OVP-12

PROPOSED ANTENNA MOUNT DETAIL
NOT TO SCALE

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7701 E TELECOM PKWY
TEMPLE TERRACE, FL 33637

PROJECT INFORMATION
188648
AVON PARK CORRECTIONAL TOWER
242 SOUTH BLVD
FROSTPROOF, FL 33843

CBVR PROJECT #: VZW.119.20

ISSUED DATES

A	PRELIM FOR REVIEW	05.31.21

SHEET NAME
TOWER ELEVATION &
ANTENNA MOUNT DETAILS

SHEET NUMBER
C-3

RADIO 4449 – B13 + B5
4TX 4RX PER BAND

- **4 antenna ports, 4TX/4RX for 2 bands with common RF ports**
- **Up to 320W RF Power shared between 2 bands**
  - Examples:
    - 4x40W on each band or
    - 2x60W each band on two high-power RF ports
- **Carrier Capacity:**
  - Up to 24 carrier and up to 10+25 MHZ OBW for LTE
- 2x 10Gbps CPRI
- **Size and Weight:**

Radio 4449 - B13& B5	Height	Width	Depth	Weight
wo protruding items	15 In (380 mm)	13.2 In (335 mm)	9.3 In (235 mm)	70 lbs (31.7 Kg)
w protruding items	18 In (455 mm)	13.2 In (335 mm)	9.4 In (240 mm)	

RADIO 4449



Portrait Mount Only



- -48 VDC
- 2x20A fuse (2 power connectors, 2 or 3 wire)
- AISG TMA & RET support (2 Bias-T, 1 ALD port)
- Type 4.3-10 RF connectors
- 2 external alarms
- IP 65, -40 to +55˚C

Commercial in confidence | Anders OTTO | 2018-01-16 | Page 19

RRU4449 DETAIL

RADIO 8843 – B2 + B66A (PREV 4443)
4TX 4RX PER BAND

- **8 antenna ports, 4TX/4RX for 2 bands with separate RF ports**
- **Up to 320W RF Power shared between 2 bands**
  - Examples:
    - 4x40W on each band or
    - 4x20W on B2 and 4x60W on Band 66A
    - 2x60W on Band 2 and 2x80W on Band 66A
- **Carrier Capacity:**
  - Up to 24 carrier and up to 60+70 MHZ OBW for LTE
- 2x 10Gbps CPRI
- **Size and Weight:**

Radio 8843 - B2 & B66A	Height	Width	Depth	Weight
wo protruding items	15 In (380 mm)	13.2 In (335 mm)	11.1 In (282 mm)	75 lbs (34.02 Kg)
w protruding items	18 In (456 mm)	13.2 In (335 mm)	11.3 In (287 mm)	

RADIO 8843

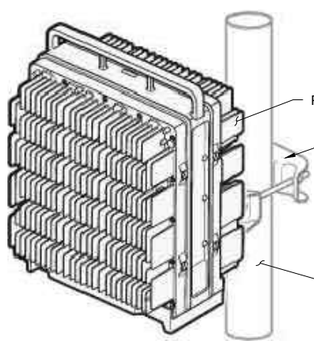


Portrait Mount Only

- -48 VDC
- 2x26A fuse (2 power connectors, 2 or 3 wire) (26A for 4x60W)
- AISG TMA & RET support (2 Bias-T, 1 ALD port)
- Type 4.3-10 RF connectors
- 2 external alarms
- IP 65, -40 to +55˚C

Commercial in confidence | Anders OTTO | 2018-01-16 | Page 20

RRU8843 DETAIL



RADIO PIPE MOUNT DETAIL

Ericsson 64Tx
AIR 6449 B77D/ C-Band

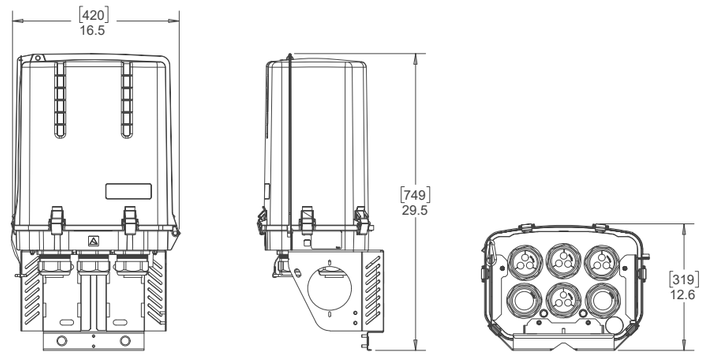


- Advanced Antenna System (AAS)
- 64TX/64RX with 192 AE
- Up to 320W RF Power
- EIRP up to 79 dBm
- Up to 200 MHz IBW & CBW
- Max total carrier BW is 200MHz for NR
- Support number of layers: DL/UL 16/8
- 4 x 25 Gbps eCPRI, (compatible to 10G) eCPRI SFP28
- -48 VDC, max 1540 W
- -40 to +55˚C, (Incl Solar Load)

AIR 6449 B77D/ C-Band	Height	Width	Depth	Weight
wo protruding items	30.4 In (772 mm)	15.9 In (403 mm)	8.1 In (205 mm)	81.6 lbs (37 Kg)
w protruding items	30.4 In (772 mm)	15.9 In (403 mm)	10.6 In (268 mm)	

Typical power consumption <1130 W.

AIR 6449 SPECIFICATIONS



FRONT VIEW | SIDE VIEW | BOTTOM VIEW

MANUFACTURER:	VERIFY WITH VZW CX PM
MODEL#:	VERIFY WITH VZW CX PM
DIMENSIONS (WxDxH):	VERIFY WITH VZW CX PM
WEIGHT:	VERIFY WITH VZW CX PM

OVP-12 DETAIL

SCALE : 1"=1'

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FROSTPROOF, FL 33843

CBVR PROJECT #: VZW.119.20

ISSUED DATES

A	PRELIM FOR REVIEW	05.31.21

SHEET NAME

EQUIPMENT DETAILS

SHEET NUMBER

C-4

PROPOSED ANTENNA & CABLE SCHEDULE											
SECTOR	POS.	USE	MANUFACTURER (MODEL #)	RAD CENTER	CABLE SIZE	AZIMUTH (TN)	CABLE LENGTH	MECH. D-TILT	ELEC. D-TILT	EQUIPMENT (MODEL #)	OVP-BOX (TOWER)
ALPHA	1	**700 LTE 850 LTE 850 5G 1900 LTE AWS LTE nL-Sub6 5G**	**COMMSCOPE (NHH-85C-R2B)**	195.0'	(12) 1-5/8" COAX CABLES (**) **(2) 12/24 HYBRID CABLES**	0°	**220.0'**	*	*	**(3) ERICSSON RRU'S (RRU4449) (3) ERICSSON RRU'S (RRU8843)**	**(2) RAYCAP OVP'S (OVP-12)**
	2		**COMMSCOPE (NHH-85C-R2B)**					*	*		
	3		**ERICSSON (AIR 6449)**					*	*		
BETA	1		**COMMSCOPE (NHH-85C-R2B)**			120°		*	*		
	2		**COMMSCOPE (NHH-85C-R2B)**					*	*		
	3		**ERICSSON (AIR 6449)**					*	*		
BETA	1		**COMMSCOPE (NHH-85C-R2B)**			240°		*	*		
	2		**COMMSCOPE (NHH-85C-R2B)**					*	*		
	3		**ERICSSON (AIR 6449)**					*	*		

PROPOSED EQUIPMENT IN BOLD
* REFER TO RFDS
** (2) 1-5/8" COAX CABLES TO BE REMOVED AND (10) TO REMAIN AS INACTIVE.

NOTES:

1. VERIZON WIRELESS CURRENTLY HAS (12) 1-5/8" COAX CABLES INSTALLED.
2. LENGTH FOR PROPOSED HYBRID FIBER CABLE IS FROM VERIZON WIRELESS OVP AT EQUIPMENT TO VERIZON WIRELESS RAD CENTER.
3. REQUEST CURRENT RFDS BEFORE INSTALLATION.
4. ALL VERIZON WIRELESS ANTENNA AND CABLE DATA BASED ON ASSUMED ANTENNA HEIGHT, CONTRACTOR SHALL VERIFY PROPOSED ANTENNA HEIGHT PRIOR TO INITIATION OF CONSTRUCTION ACTIVITIES, INCLUDING, BUT NOT LIMITED TO, ORDERING OF ANY ANTENNA OR CABLE MOUNTING HARDWARE.

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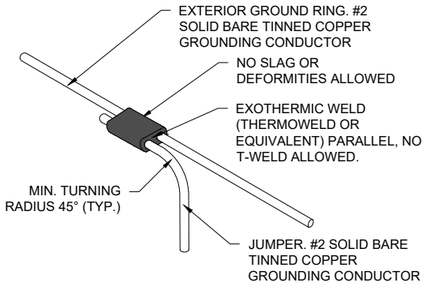
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SHEET NAME

PROPOSED ANTENNA & CABLE SCHEDULE

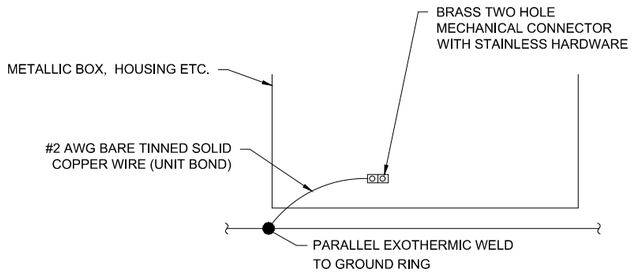
SHEET NUMBER

C-5



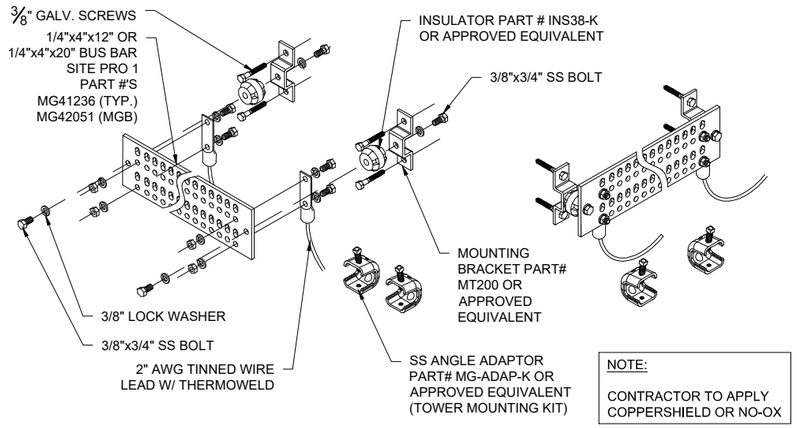
EXOTHERMIC WELD DETAIL

SCALE : N.T.S.



TYP. METALLIC GROUNDING DETAIL

SCALE : N.T.S.



NOTE:

CONTRACTOR TO APPLY COPPERSHIELD OR NO-OX

TYPICAL GROUND BAR DETAIL

SCALE : N.T.S.

ELECTRICAL NOTES:

ALL ELECTRICAL WORK SHALL CONFORM TO THE LATEST EDITION OF THE NATIONAL ELECTRICAL CODE (N.E.C.), AND APPLICABLE LOCAL CODES.

GROUNDING SHALL COMPLY WITH ARTICLE 250 OF NATIONAL ELECTRICAL CODE.

ALL ELECTRICAL ITEMS SHALL BE U.L. APPROVED OR LISTED.

ALL WIRES SHALL BE AWG MIN #12 THHN COPPER UNLESS NOTED.

CONDUCTORS SHALL BE INSTALLED IN SCHEDULE 40 PVC CONDUIT UNLESS NOTED OTHERWISE.

ROUTE GROUNDING CONDUCTORS ALONG THE SHORTEST AND STRAIGHTEST PATH POSSIBLE. BEND GROUNDING LEADS WITH A MINIMUM 8" RADIUS.

ENGAGE AN INDEPENDENT TESTING FIRM TO TEST AND VERIFY THAT RESISTANCE DOES NOT EXCEED 5 OHMS TO GROUND. TEST GROUND RING RESISTANCE PRIOR TO MAKING FINAL GROUND CONNECTIONS TO INFRASTRUCTURE AND EQUIPMENT. GROUNDING AND OTHER OPERATIONAL TESTING SHALL BE WITNESSED BY VERIZON WIRELESSS REPRESENTATIVE.

PROVIDE PULL BOXES AND JUNCTION BOXES WHERE REQUIRED SO THAT CONDUIT BENDS DO NOT EXCEED 360°.

OBTAIN PERMITS AND PAY FEES RELATED TO ELECTRICAL WORK PERFORMED ON THIS PROJECT. DELIVER COPIES OF ALL PERMITS TO VERIZON WIRELESS REPRESENTATIVE.

SCHEDULE AND ATTEND INSPECTIONS RELATED TO ELECTRICAL WORK REQUIRED BY JURISDICTION HAVING AUTHORITY. CORRECT AND PAY FOR ANY WORK REQUIRED TO PASS ANY FAILED INSPECTION.

REDLINED AS-BUILTS ARE TO BE DELIVERED TO VERIZON WIRELESS REPRESENTATIVE.

ALL WORK SHALL BE PERFORMED IN STRICT ACCORDANCE WITH ALL APPLICABLE BUILDING CODES AND LOCAL ORDINANCES, INSTALLED IN A NEAT MANNER, AND SHALL BE SUBJECT TO APPROVAL BY VERIZON WIRELESS REPRESENTATIVE.

CONDUCT A PRE-CONSTRUCTION SITE VISIT AND VERIFY EXISTING SITE CONDITIONS AFFECTING THIS WORK. REPORT ANY OMISSIONS OR DISCREPANCIES FOR CLARIFICATION PRIOR TO THE START OF CONSTRUCTION.

PROTECT ADJACENT STRUCTURES AND FINISHES FROM DAMAGE. REPAIR TO ORIGINAL CONDITION ANY DAMAGED AREA.

REMOVE DEBRIS ON A DAILY BASIS. DEBRIS NOT REMOVED IN A TIMELY FASHION WILL BE REMOVED BY OTHERS AND THE RESPONSIBLE SUBCONTRACTOR SHALL BE CHARGED ACCORDINGLY. REMOVAL OF DEBRIS SHALL BE COORDINATED WITH THE OWNER'S REPRESENTATIVE. DEBRIS SHALL BE REMOVED FROM THE PROPERTY AND DISPOSED OF LEGALLY.

UPON COMPLETION OF WORK, THE SITE SHALL BE CLEAN AND FREE OF DUST AND FINGERPRINTS.

GROUNDING NOTES:

ALL DOWN GROUND WIRE AND GROUND SYSTEM WIRE SHALL BE #2 AWG, SOLID, BARE, TINNED COPPER. ALL CONNECTIONS TO GROUND SYSTEM SHALL BE EXOTHERMICALLY WELDED.

WHERE MECHANICAL GROUNDING CONNECTIONS ARE SPECIFIED, BOLTED, COMPRESSION-TYPE CLAMPS OR SPLIT-BOLT TYPE CONNECTORS SHALL BE USED.

GRIND OFF GALVANIZING IN AFFECTED AREA. EXOTHERMICALLY WELD #2 CONDUCTOR. COLD-GALV AFTER. EXOTHERMICALLY WELD OTHER END TO GROUND.

FOLLOWING COMPLETION OF WORK, CONDUCT GROUND TEST. SUBMIT WRITTEN TEST TO CONSTRUCTION MANAGER AND PROJECT MANAGER.

ALL GROUNDING WORK SHALL COMPLY WITH VERIZON WIRELESS STANDARDS.

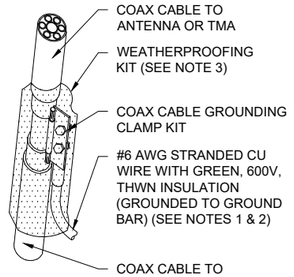
UNLESS NOTED OTHERWISE, ALL GROUNDING SHALL BE IN ACCORDANCE WITH VERIZON WIRELESS'S REQUIREMENTS FOR "BONDING, GROUNDING AND TRANSIENT PROTECTION FOR CELL SITES", AND "SITE RESISTANCE TO EARTH TESTING". ALL GROUNDING SHALL ALSO COMPLY WITH ALL STATE AND LOCAL CODES, AND THE NATIONAL ELECTRICAL CODE (NEC).

UNLESS NOTED OTHERWISE, ALL GROUNDING CONNECTIONS SHALL BE MADE BY AN EXOTHERMIC WELD.

RESISTANCE TO EARTH TESTING IS REQUIRED PER NEC STANDARDS ON ALL NEW SITES.

NEW INSTALLED ANTENNA PIPE MOUNTS SHALL BE EXOTHERMICAL GROUNDED W/ #2 AWG SOLID TINNED COPPER TO EXISTING GROUND SYSTEM (EACH SECTOR).

ALL NEW COAX OR HYBRID CABLES SHALL BE GROUNDED W/ SUPPLIED GROUND KIT TO SECTOR GROUND SYSTEM.

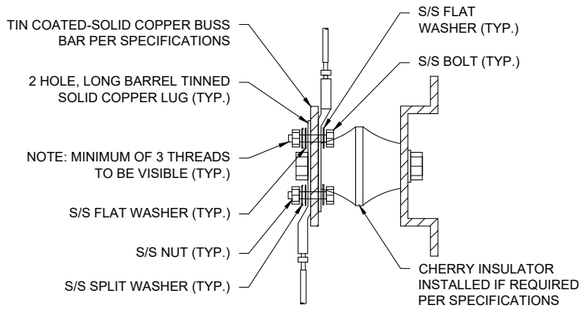


COAX CABLE GROUND

SCALE : N.T.S.

NOTES:

1. DO NOT INSTALL CABLE GROUND KIT AT A BEND AND ALWAYS DIRECT GROUND WIRE DOWN TO GROUND BAR
2. GROUNDING KIT SHALL BE TYPE AND PART NUMBER AS SUPPLIED OR RECOMMENDED BY CABLE MANUFACTURER.
3. WEATHERPROOFING SHALL BE TYPE AND PART NUMBER AS SUPPLIED OR RECOMMENDED BY CABLE MANUFACTURER.
4. BUTYL TAPE WEATHERPROOFING MUST FOLLOW MANUFACTURER'S INSTALLATION INSTRUCTIONS WITH THE FOLLOWING MODIFICATION: ON THE FIRST TAPE PASS PROVIDE A COURTESY WRAP TO AVOID PERMANENTLY ADHERING TO THE COAX CONNECTOR.
5. START TAPE APPROXIMATELY 5 INCHES FROM THE CONNECTOR AND WRAP 2 INCHES TOWARD THE CONNECTOR, THEN REVERSE THE TAPE A HALF TURN OR SO THAT THE STICKY SIDE IS UP. CONTINUE WRAPPING THE TAPE OVER THE CONNECTOR UNTIL 3 INCHES BEYOND THE CONNECTOR AND REVERSE THE TAPE A HALF TURN AGAIN OR SO THAT THE STICKY SIDE IS DOWN FOR ANOTHER 2 INCHES.
6. WHEN APPLIED, THE TAPE MUST BE ABOVE 32°F (0°C) TO ENSURE ADHESION
7. DO NOT STRETCH THE TAPE AND DO NOT PULL THE TAPE TO TEAR IT - ALWAYS CUT IT. PULLED TAPE EVENTUALLY UNRAVELS, DECREASING POSITION.
8. TIGHTLY WRAP THE RUBBER TAPE WITH 2 LAYERS OF VINYL INSULATING TAPE.



NOTES:

1. ALL HARDWARE 18-8 STAINLESS STEEL INCLUDING SPLIT WASHERS.
2. COAT WIRE END WITH ANTI-OXIDATION COMPOUND PRIOR TO INSERTION INTO LUG BARREL AND CRIMPING.
3. APPLY ANTI-OXIDATION COMPOUND BETWEEN ALL LUGS AND BUSS BARS PRIOR TO MATING AND BOLTING.

GROUNDING BAR LUG DETAILS

SCALE : N.T.S.

PREPARED BY

CBVR
TELECOM DESIGN GROUP
6505 N HIMES AVE
TAMPA, FLORIDA 33614
(770) 853-1233
FL CA # 31014

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PROFESSIONAL SEAL

PRELIM FOR REVIEW

PREPARED FOR

verizon

7701 E TELECOM PKWY
TEMPLE TERRACE, FL 33637

PROJECT INFORMATION

188648
AVON PARK CORRECTIONAL TOWER
242 SOUTH BLVD
FROSTPROOF, FL 33843

CBVR PROJECT #: VZW.119.20

ISSUED DATES

A	PRELIM FOR REVIEW	05.31.21

SHEET NAME

GROUNDING DETAILS

SHEET NUMBER

E-1

verizon

Structural Analysis Report

Structure	: 200ft Self Support Tower
Proposed Carrier	: Verizon Wireless
Site Name	: Avon Park Correctional Tower
CBVR Site Number	: 188648
Site Location Data	: 242 South Blvd Frostproof, Florida 33843 (Polk County) 27.665581, -81.369742
Date	: May 10, 2021
Verizon Site ID	: 1127957
Verizon Project Name	: Sub6-Carrier Add
Max Member Stress Level	: 88.0% (Tower) 80.1% (Tower Foundation - reaction comparison)
Result	: **PASS**

Prepared for:

CBVR
TELECOM DESIGN GROUP

Prepared by:
Bennett & Pless, Inc.
B&P Job No.: 21.03.001.052

Index Sheet – FL Statute Rule: 61G15-23.001

Deliverable:	Structural Tower Analysis
Structure:	200ft Self Support Tower
Site Address:	242 South Blvd Frostproof, Florida 33843 (Polk County)
Building Code:	Florida Building Code, 7th Edition, 2020
Computer Programs:	TNX Tower v. 8.0.9.0, Microsoft Excel

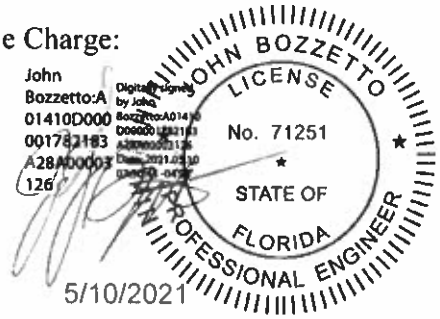
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Final Proposed Equipment Loading	3
Design Criteria	4
Analysis Results	4
Assumptions	4
Conclusions	5
Standard Conditions	6
Disclaimer of Warranties	6
Calculations	7-38

All items above unless noted otherwise were completed by Bennett & Pless, Inc. Items not completed by Bennett & Pless, Inc. are included for reference.

Professional Engineer in Responsible Charge:

John Bozzetto, PE
Principle
FL PE# 71251



This item has been digitally signed and sealed by John Bozzetto, PE on 05/10/2021

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies

Bennett & Pless, Inc.
750 Park of Commerce Drive, Suite 200
Boca Raton, FL 33487
FL Certificate Of Authority No. CA30502

bennett&pless

Introduction

We have completed our structural analysis of the proposed equipment installation on the foregoing tower to determine its ability to support the loads proposed by Verizon Wireless. The objective of the analysis was to determine if the tower meets the current structural codes and standards with the proposed equipment installation.

Existing Structural Information

The following documents for the existing structure were made available for our structural analysis.

Tower Information	Structural Analysis by Tower Engineering Professionals, Project No.: 238689.305903 dated December 6, 2019
Foundation Information	Structural Analysis by Tower Engineering Professionals, Project No.: 238689.305903 dated December 6, 2019
Geotechnical Information	Geotechnical information was not provided.
Existing Equipment Information	Structural Analysis by Tower Engineering Professionals, Project No.: 238689.305903 dated December 6, 2019 Verizon Wireless RFDS dated December 03, 2020.
Tower Reinforcement Information	Tower has not been previously modified.

Final Proposed Equipment Loading

The following proposed loading was obtained from the Verizon RFDS:

Elev. (ft)	Appurtenance	Line	Tenant
195.0	**(6) Commscope NHH-85C-R2B Panel Antenna** **(3) Ericsson AIR 6449 B77D Panel Antenna** **(3) Ericsson 4449 RRU** **(3) Ericsson 8843 RRU** **(2) OVP-12 Surge Suppressor** **(3) 12.5' Sector Frame Mounts with Mods**	(10) 1-5/8" Coax Line **(2) 12/24 Hybrid Line**	**Verizon**
200.0	(1) 4' x 1/2" Lightning Rod (1) 2.9" dia. x 20-ft L-rod Exten (1) Beacon 12"x24"		
195.5	(1) 15'x2" Omni (1) Side Arm Mount SO [301-1]		
164.0	(2) 10' Dipole (2) 2.4" Dia. x 10-ft Mount Pipe (2) 2.4" Dia. x 5' Pipe (2) Side Arm Mount [SO 601-1]	(3) 7/8" Coax	
101.8	(3) 3" x 6" Side Light		

Note: All equipment shown in bold is proposed.

Design Criteria

The mount was analyzed using tnxTower (Version 8.0.9.0), a three-dimensional finite element analysis software, considering the following design criteria.

Building Code	2020 Florida Building Code
TIA/EIA Standard Code	TIA-222-H
Basic Wind Speedcalcs	140 MPH V_{ult}
Basic Wind Speed w/ Ice	30 MPH / 0" Ice
Steel Grade	See Tower profile for steel grade
Exposure Category	D
Topographic Category (height)	1
Risk Category	II
Ground Elevation	56.04 ft

Analysis Results

Based on the foregoing information, our structural analysis determined that the existing tower **is structurally capable of supporting the proposed equipment loads.** The existing tower foundation was also evaluated using a load reaction comparison. The tower reactions resulting from the proposed installation are less load capacities provided in the previous analysis/original design, **the existing foundations are considered to be structurally capable of supporting the proposed equipment loads.**

Reaction Type	Reactions per this analysis	Load Capacity per previous analysis	% Utilization
Total Moment (Kip-ft)	7598.0	14625.3	51.9%
Total Axial (Kip)	63.0	78.6	80.1%
Total Shear (Kip)	75.0	150.4	49.8%

Note: The load capacities are obtained from a Structural Analysis by Tower Engineering Professionals, Project No.: 238689.305903 dated December 6, 2019.

Assumptions

The below assumptions are true, complete and accurate.

1. The existing tower has been maintained to manufacturer's specifications and is in good condition.
2. Foundations are considered to have been properly designed for the original design loads.
3. All member connections are considered to have been designed to meet the load carrying capacity of the connected member.
4. Antenna mount loads have been estimated based on generally accepted industry standards.
5. The mounts for the proposed antennas have been analyzed and designed by others.
6. See additional assumptions contained in the report attached.
7. Tower is within acceptable engineering tolerance at 105%.
8. Foundations are within acceptable engineering tolerance at 110%.

Conclusions

The existing tower described above **does have sufficient capacity** to support the proposed loading based on the governing Building Code. The existing tower foundations **were found to be acceptable.**

We appreciate the opportunity of providing our continuing professional services to you. If you have any questions or need further assistance, please call us anytime at 561-288-1187.

Sincerely,

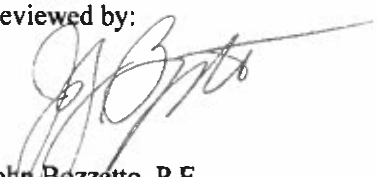
Bennett and Pless

Analysis by:



Kshitij Kadam.
Design Engineer

Reviewed by:



John Bozzetto, P.E.
Principal

Standard Conditions

All engineering services are performed on the basis that the information used is current and correct. This information may consist of, but not necessarily limited, to:

- Information supplied by the client regarding the structure itself, the antenna and transmission line loading on the structure and it components, or relevant information.

- Information from drawings in possession of Bennett & Pless, or generated by field inspections or measurements of the structure.

It is the responsibility of the client to ensure that the information provided to Bennett & Pless and used in the performance of our engineering services is correct and complete. In the absence of information contrary, we consider that all structures were constructed in accordance with the drawings and specifications and are in a un- corroded condition and have not deteriorated; and we, therefore consider that their capacity has not significantly changed from the original design condition.

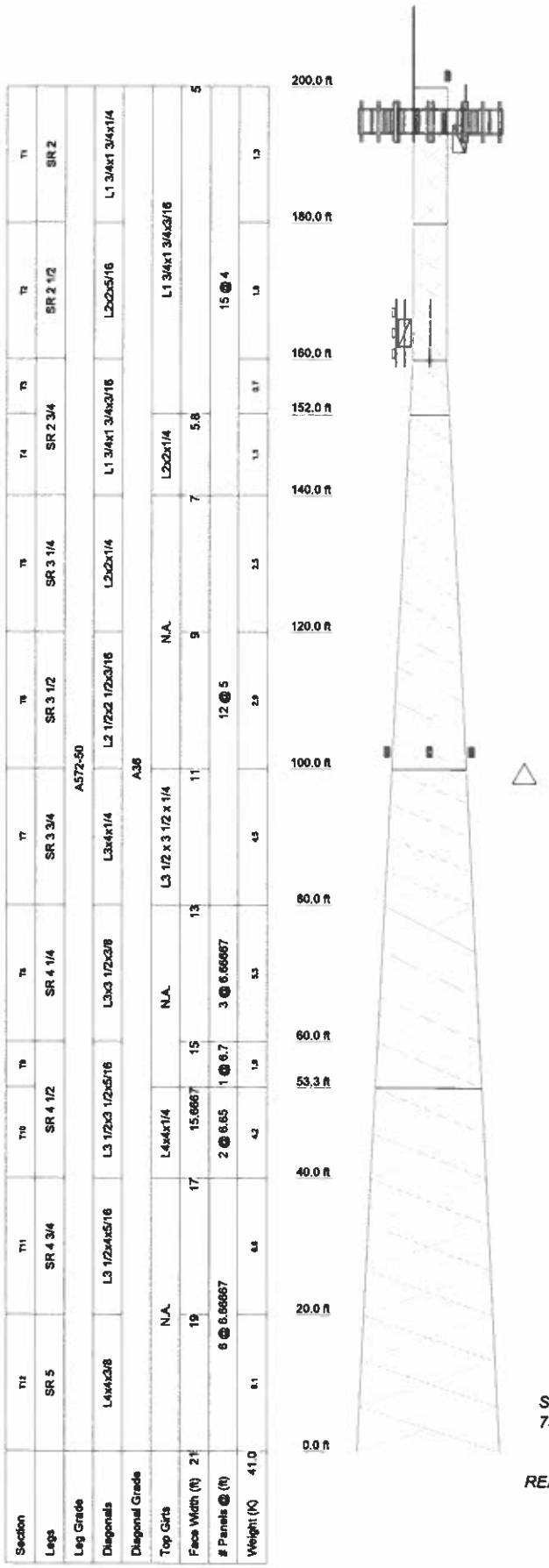
All services will be performed to the codes and standards specified by the client, and we do not imply to meet any other code and standard requirements unless explicitly agreed to in writing. If wind and ice loads or other relevant parameters are to be different from the minimum values recommended by the codes and standards, the client shall specify the exact requirements. In the absence of information to the contrary, all work will be performed in accordance with ANSI/TIA/EIA-222-Revision H.

All services are performed, results obtained and recommendations made in accordance with the generally accepted engineering principles and practices. Bennett & Pless is not responsible for the conclusions, opinions and recommendations made by others based on the information we supply

Disclaimer of Warranties

Bennett & Pless Inc. makes no warranties, expressed or implied, in connection with this report, and disclaims any liability arising from the ability of the proposed structure to support the design loads for which it was originally designed. Bennett & Pless Inc. will not be responsible whatsoever for or on account of, consequential or incidental damages sustained by any person, firm, or organization as a result of any data or conclusions contained in this report. The maximum liability of Bennett & Pless pursuant to this report will be limited to the total fee received for preparation of this report.

Attachment 1:
Calculations



DESIGNED APPURTENANCE LOADING

TYPE	ELEVATION	TYPE	ELEVATION
4' x 1/2" Lightning Rod	200	(2) Commscope NHH-65C-R2B (Verizon)	195
2.9" dia. x 20-ft L-rod Exten	200	(2) Commscope NHH-65C-R2B (Verizon)	195
Beacon 12""24"	200	Ericsson AIR 6449 B77D (Verizon)	195
15'x2" Omni	195.5	Ericsson AIR 6449 B77D (Verizon)	195
Side Arm Mount SO [301-1]	195.5	10' Dipole	184
Ericsson AIR 6449 B77D (Verizon)	195	10' Dipole	184
Ericsson 4449 (Verizon)	195	2.4" Dia. x 10-ft Mount Pipe	184
Ericsson 4449 (Verizon)	195	2.4" Dia. x 10-ft Mount Pipe	184
Ericsson 4449 (Verizon)	195	2.4" Dia. x 5' Pipe	184
Ericsson 8843 (Verizon)	195	2.4" Dia. x 5' Pipe	184
Ericsson 8843 (Verizon)	195	Side Arm Mount [SO 601-1]	184
Ericsson 8843 (Verizon)	195	Side Arm Mount [SO 601-1]	184
OVP 12 (Verizon)	195	3" x 6" SideLight	101.83
OVP 12 (Verizon)	195	3" x 6" SideLight	101.83
Site Pro 1 VFA12-HD (Verizon)w/ Mods	195	3" x 6" SideLight	101.83
Site Pro 1 VFA12-HD (Verizon)w/ Mods	195		
Site Pro 1 VFA12-HD (Verizon)w/ Mods	195		
(2) Commscope NHH-65C-R2B (Verizon)	195		

MATERIAL STRENGTH

GRADE	Fy	Fu	GRADE	Fy	Fu
A572-50	50 ksi	65 ksi	A36	36 ksi	58 ksi

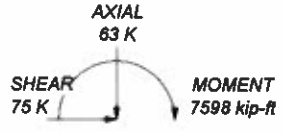
TOWER DESIGN NOTES

1. Tower is located in Polk County, Florida.
2. Tower designed for Exposure D to the TIA-222-H Standard.
3. Tower designed for a 140 mph basic wind in accordance with the TIA-222-H Standard.
4. Deflections are based upon a 60 mph wind.
5. Tower Risk Category II.
6. Topographic Category 1 with Crest Height of 0.000 ft
7. TOWER RATING: 88%

ALL REACTIONS ARE FACTORED

MAX. CORNER REACTIONS AT BASE:
DOWN: 439 K
SHEAR: 46 K

UPLIFT: -375 K
SHEAR: 39 K



TORQUE 2 kip-ft
REACTIONS - 140 mph WIND

bennett&pless
Experience Structural Expertise
Bennett & Pless
750 Park of Commerce Blvd. Ste 200
Boca Raton, FL 33487
Phone: 561-288-1187
FAX:

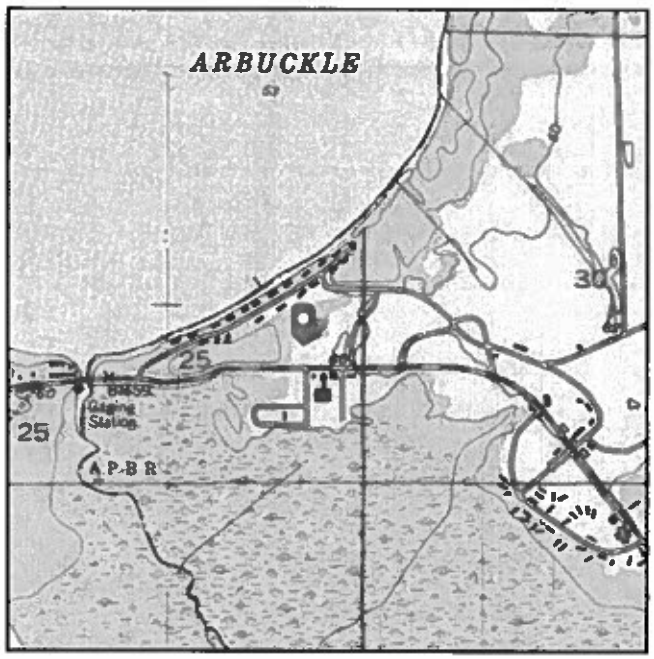
Job: 188648			
Project: Avon Park Correctional 200FT SST			
Client: CBVR	Drawn by: kkadam	App'd:	
Code: TIA-222-H	Date: 05/06/21	Scale: NTS	
Path:		Dwg No. E-1	

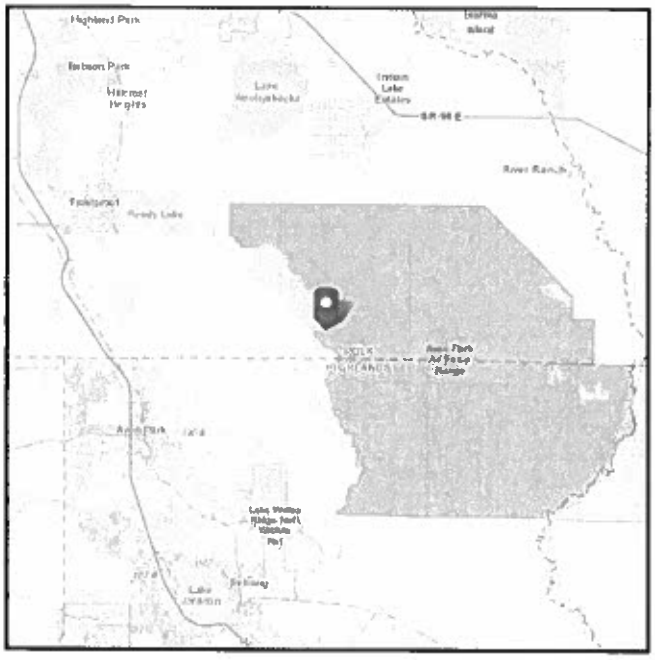
ASCE 7 Hazards Report

Address:
No Address at This Location

Standard: ASCE/SEI 7-16
Risk Category: II
Soil Class: D - Default (see Section 11.4.3)

Elevation: 56.04 ft (NAVD 88)
Latitude: 27.665581
Longitude: -81.369742





Wind

Results:

Wind Speed:	140 Vmph
10-year MRI	82 Vmph
25-year MRI	98 Vmph
50-year MRI	109 Vmph
100-year MRI	120 Vmph

Data Source: ASCE/SEI 7-16, Fig. 26.5-1B and Figs. CC.2-1–CC.2-4, and Section 26.5.2
Date Accessed: Wed May 05 2021

Value provided is 3-second gust wind speeds at 33 ft above ground for Exposure C Category, based on linear interpolation between contours. Wind speeds are interpolated in accordance with the 7-16 Standard. Wind speeds correspond to approximately a 7% probability of exceedance in 50 years (annual exceedance probability = 0.00143, MRI = 700 years).

Site is in a hurricane-prone region as defined in ASCE/SEI 7-16 Section 26.2. Glazed openings shall be protected against wind-borne debris as specified in Section 26.12.3.

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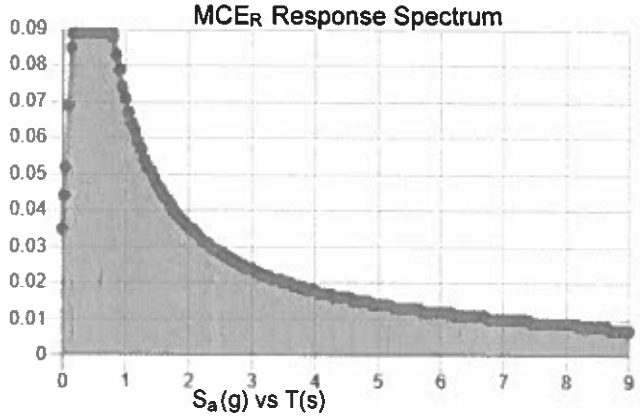
Seismic

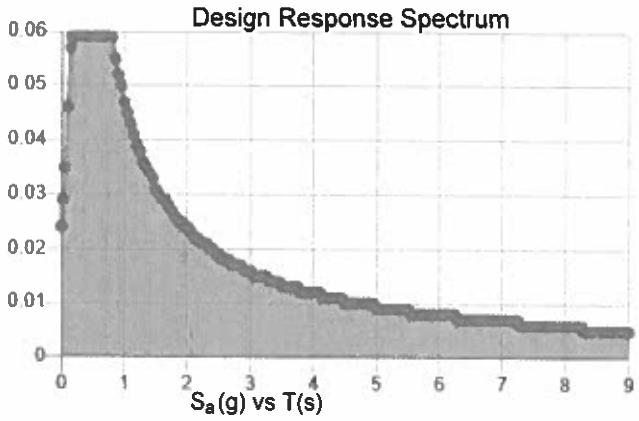
Site Soil Class: D - Default (see Section 11.4.3)

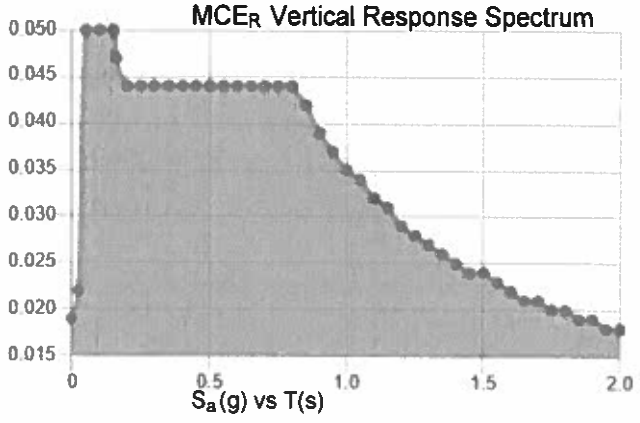
Results:

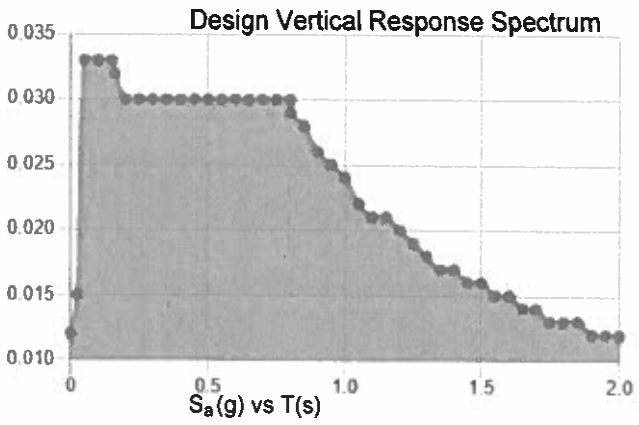
S_S :	0.055	S_{D1} :	0.047
S_1 :	0.029	T_L :	8
F_a :	1.6	PGA :	0.026
F_v :	2.4	PGA_M :	0.042
S_{MS} :	0.089	F_{PGA} :	1.6
S_{M1} :	0.071	I_e :	1
S_{DS} :	0.059	C_v :	0.7

Seismic Design Category A









Data Accessed: Wed May 05 2021

Date Source: USGS Seismic Design Maps based on ASCE/SEI 7-16 and ASCE/SEI 7-16 Table 1.5-2. Additional data for site-specific ground motion procedures in accordance with ASCE/SEI 7-16 Ch. 21 are available from USGS.

ASCE
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Ice

Results:

Ice Thickness:	0.00 in.
Concurrent Temperature:	25 F
Gust Speed:	30 mph
Data Source:	Standard ASCE/SEI 7-16, Figs. 10-2 through 10-8
Date Accessed:	Wed May 05 2021

Ice thicknesses on structures in exposed locations at elevations higher than the surrounding terrain and in valleys and gorges may exceed the mapped values.

Values provided are equivalent radial ice thicknesses due to freezing rain with concurrent 3-second gust speeds, for a 500-year mean recurrence interval, and temperatures concurrent with ice thicknesses due to freezing rain. Thicknesses for ice accretions caused by other sources shall be obtained from local meteorological studies. Ice thicknesses in exposed locations at elevations higher than the surrounding terrain and in valleys and gorges may exceed the mapped values.

The ASCE 7 Hazard Tool is provided for your convenience, for informational purposes only, and is provided "as is" and without warranties of any kind. The location data included herein has been obtained from information developed, produced, and maintained by third party providers; or has been extrapolated from maps incorporated in the ASCE 7 standard. While ASCE has made every effort to use data obtained from reliable sources or methodologies, ASCE does not make any representations or warranties as to the accuracy, completeness, reliability, currency, or quality of any data provided herein. Any third-party links provided by this Tool should not be construed as an endorsement, affiliation, relationship, or sponsorship of such third-party content by or from ASCE.

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tnxTower	Job	Page
Bennett & Pless 750 Park of Commerce Blvd. Ste 200 Boca Raton, FL 33487 Phone: 561-288-1187 FAX:	188648	1 of 27
	Project Avon Park Correctional 200FT SST	Date 11:11:37 05/06/21
	Client CBVR	Designed by kkadam

Tower Input Data

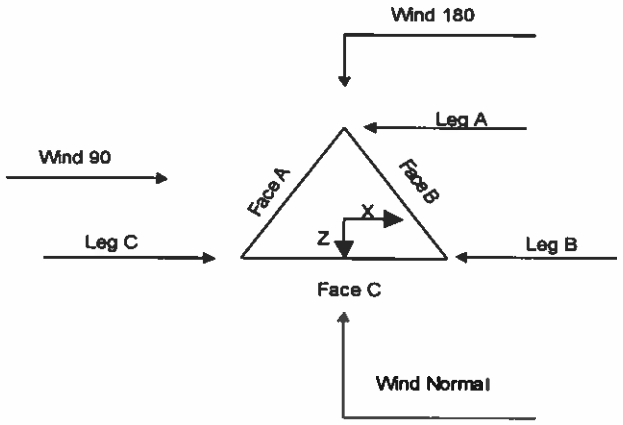
The main tower is a 3x free standing tower with an overall height of 200.000 ft above the ground line.
The base of the tower is set at an elevation of 0.000 ft above the ground line.
The face width of the tower is 5.000 ft at the top and 21.000 ft at the base.
This tower is designed using the TIA-222-H standard.
The following design criteria apply:

Tower is located in Polk County, Florida.
Tower base elevation above sea level: 56.040 ft.
Basic wind speed of 140 mph.
Risk Category II.
Exposure Category D.
Simplified Topographic Factor Procedure for wind speed-up calculations is used.
Topographic Category: 1.
Crest Height: 0.000 ft.
Deflections calculated using a wind speed of 60 mph.
A non-linear (P-delta) analysis was used.
Pressures are calculated at each section.
Stress ratio used in tower member design is 1.
Local bending stresses due to climbing loads, feed line supports, and appurtenance mounts are not considered.

Options

Consider Moments - Legs	Distribute Leg Loads As Uniform	Use ASCE 10 X-Brace Ly Rules
Consider Moments - Horizontals	Assume Legs Pinned	√ Calculate Redundant Bracing Forces
Consider Moments - Diagonals	√ Assume Rigid Index Plate	Ignore Redundant Members in FEA
Use Moment Magnification	√ Use Clear Spans For Wind Area	SR Leg Bolts Resist Compression
√ Use Code Stress Ratios	√ Use Clear Spans For KL/r	All Leg Panels Have Same Allowable
√ Use Code Safety Factors - Guys	√ Retension Guys To Initial Tension	Offset Girt At Foundation
Escalate Ice	Bypass Mast Stability Checks	Consider Feed Line Torque
Always Use Max Kz	√ Use Azimuth Dish Coefficients	√ Include Angle Block Shear Check
Use Special Wind Profile	√ Project Wind Area of Appurt	Use TIA-222-H Bracing Resist. Exemption
Include Bolts In Member Capacity	√ Autocalc Torque Arm Areas	Use TIA-222-H Tension Splice Exemption
Leg Bolts Are At Top Of Section	Add IBC .6D+W Combination	Poles
√ Secondary Horizontal Braces Leg	√ Sort Capacity Reports By Component	Include Shear-Torsion Interaction
Use Diamond Inner Bracing (4 Sided)	Triangulate Diamond Inner Bracing	Always Use Sub-Critical Flow
√ SR Members Have Cut Ends	Treat Feed Line Bundles As Cylinder	Use Top Mounted Sockets
SR Members Are Concentric	Ignore KL/ry For 60 Deg. Angle Legs	Pole Without Linear Attachments
		Pole With Shroud Or No Appurtenances
		Outside and Inside Corner Radii Are Known

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Triangular Tower

Tower Section Geometry

Tower Section	Tower Elevation	Assembly Database	Description	Section Width	Number of Sections	Section Length
	ft			ft		ft
T1	200.000-180.000			5.000	1	20.000
T2	180.000-160.000			5.000	1	20.000
T3	160.000-152.000			5.000	1	8.000
T4	152.000-140.000			5.800	1	12.000
T5	140.000-120.000			7.000	1	20.000
T6	120.000-100.000			9.000	1	20.000
T7	100.000-80.000			11.000	1	20.000
T8	80.000-60.000			13.000	1	20.000
T9	60.000-53.300			15.000	1	6.700
T10	53.300-40.000			15.667	1	13.300
T11	40.000-20.000			17.000	1	20.000
T12	20.000-0.000			19.000	1	20.000

Tower Section Geometry *(cont'd)*

Tower Section	Tower Elevation	Diagonal Spacing	Bracing Type	Has K Brace End Panels	Has Horizontals	Top Girt Offset	Bottom Girt Offset
	ft	ft				in	in
T1	200.000-180.000	4.000	X Brace	No	No	0.0000	0.0000
T2	180.000-160.000	4.000	X Brace	No	No	0.0000	0.0000
T3	160.000-152.000	4.000	X Brace	No	No	0.0000	0.0000

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Tower Section	Tower Elevation ft	Diagonal Spacing ft	Bracing Type	Has K Brace End Panels	Has Horizontals	Top Girt Offset in	Bottom Girt Offset in
T4	152.000-140.000	4.000	X Brace	No	No	0.0000	0.0000
T5	140.000-120.000	5.000	X Brace	No	No	0.0000	0.0000
T6	120.000-100.000	5.000	X Brace	No	No	0.0000	0.0000
T7	100.000-80.000	5.000	X Brace	No	No	0.0000	0.0000
T8	80.000-60.000	6.667	X Brace	No	No	0.0000	0.0000
T9	60.000-53.300	6.700	X Brace	No	No	0.0000	0.0000
T10	53.300-40.000	6.650	X Brace	No	No	0.0000	0.0000
T11	40.000-20.000	6.667	X Brace	No	No	0.0000	0.0000
T12	20.000-0.000	6.667	X Brace	No	No	0.0000	0.0000

Tower Section Geometry *(cont'd)*

Tower Elevation ft	Leg Type	Leg Size	Leg Grade	Diagonal Type	Diagonal Size	Diagonal Grade
T1 200.000-180.000	Solid Round	2	A572-50 (50 ksi)	Equal Angle	L1 3/4x1 3/4x1/4	A36 (36 ksi)
T2 180.000-160.000	Solid Round	2 1/2	A572-50 (50 ksi)	Equal Angle	L2x2x5/16	A36 (36 ksi)
T3 160.000-152.000	Solid Round	2 3/4	A572-50 (50 ksi)	Equal Angle	L1 3/4x1 3/4x3/16	A36 (36 ksi)
T4 152.000-140.000	Solid Round	2 3/4	A572-50 (50 ksi)	Equal Angle	L1 3/4x1 3/4x3/16	A36 (36 ksi)
T5 140.000-120.000	Solid Round	3 1/4	A572-50 (50 ksi)	Equal Angle	L2x2x1/4	A36 (36 ksi)
T6 120.000-100.000	Solid Round	3 1/2	A572-50 (50 ksi)	Equal Angle	L2 1/2x2 1/2x3/16	A36 (36 ksi)
T7 100.000-80.000	Solid Round	3 3/4	A572-50 (50 ksi)	Single Angle	L3x4x1/4	A36 (36 ksi)
T8 80.000-60.000	Solid Round	4 1/4	A572-50 (50 ksi)	Single Angle	L3x3 1/2x3/8	A36 (36 ksi)
T9 60.000-53.300	Solid Round	4 1/2	A572-50 (50 ksi)	Equal Angle	L3 1/2x3 1/2x5/16	A36 (36 ksi)
T10 53.300-40.000	Solid Round	4 1/2	A572-50 (50 ksi)	Equal Angle	L3 1/2x3 1/2x5/16	A36 (36 ksi)
T11 40.000-20.000	Solid Round	4 3/4	A572-50 (50 ksi)	Single Angle	L3 1/2x4x5/16	A36 (36 ksi)
T12 20.000-0.000	Solid Round	5	A572-50 (50 ksi)	Equal Angle	L4x4x3/8	A36 (36 ksi)

Tower Section Geometry *(cont'd)*

Tower Elevation ft	Top Girt Type	Top Girt Size	Top Girt Grade	Bottom Girt Type	Bottom Girt Size	Bottom Girt Grade
T1 200.000-180.000	Equal Angle	L1 3/4x1 3/4x3/16	A36 (36 ksi)	Solid Round		A36 (36 ksi)
T2 180.000-160.000	Equal Angle	L1 3/4x1 3/4x3/16	A36 (36 ksi)	Solid Round		A36 (36 ksi)
T3 160.000-152.000	Equal Angle	L1 3/4x1 3/4x3/16	A36 (36 ksi)	Solid Round		A36 (36 ksi)
T4	Equal Angle	L2x2x1/4	A36	Solid Round		A36

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Tower Elevation ft	Top Girt Type	Top Girt Size	Top Girt Grade	Bottom Girt Type	Bottom Girt Size	Bottom Girt Grade
152.000-140.000			(36 ksi)			(36 ksi)
T7	Equal Angle	L3 1/2 x 3 1/2 x 1/4	A36	Solid Round		A36
100.000-80.000			(36 ksi)			(36 ksi)
T10	Equal Angle	L4x4x1/4	A36	Solid Round		A36
53.300-40.000			(36 ksi)			(36 ksi)

Tower Section Geometry *(cont'd)*

Tower Elevation ft	Gusset Area (per face) ft²	Gusset Thickness in	Gusset Grade	Adjust. Factor A_f	Adjust. Factor A_r	Weight Mult.	Double Angle Stitch Bolt Spacing Diagonals in	Double Angle Stitch Bolt Spacing Horizontals in	Double Angle Stitch Bolt Spacing Redundants in
T1 200.000-180.000	0.000	0.3750	A36M-50 (50 ksi)	1.03	1	1.05	Mid-Pt	Mid-Pt	36.0000
T2 180.000-160.000	0.000	0.3750	A36M-50 (50 ksi)	1.03	1	1.05	Mid-Pt	Mid-Pt	36.0000
T3 160.000-152.000	0.000	0.3750	A36M-50 (50 ksi)	1.03	1	1.05	Mid-Pt	Mid-Pt	36.0000
T4 152.000-140.000	0.000	0.3750	A36M-50 (50 ksi)	1.03	1	1.05	Mid-Pt	Mid-Pt	36.0000
T5 140.000-120.000	0.000	0.3750	A36M-50 (50 ksi)	1.03	1	1.05	Mid-Pt	Mid-Pt	36.0000
T6 120.000-100.000	0.000	0.3750	A36M-50 (50 ksi)	1.03	1	1.05	Mid-Pt	Mid-Pt	36.0000
T7 100.000-80.000	0.000	0.3750	A36M-50 (50 ksi)	1.03	1	1.05	Mid-Pt	Mid-Pt	36.0000
T8 80.000-60.000	0.000	0.3750	A36M-50 (50 ksi)	1.03	1	1.05	Mid-Pt	Mid-Pt	36.0000
T9 60.000-53.300	0.000	0.3750	A36M-50 (50 ksi)	1.03	1	1.05	Mid-Pt	Mid-Pt	36.0000
T10 53.300-40.000	0.000	0.3750	A36M-50 (50 ksi)	1.03	1	1.05	Mid-Pt	Mid-Pt	36.0000
T11 40.000-20.000	0.000	0.3750	A36M-50 (50 ksi)	1.03	1	1.05	Mid-Pt	Mid-Pt	36.0000
T12 20.000-0.000	0.000	0.3750	A36M-50 (50 ksi)	1.03	1	1.05	Mid-Pt	Mid-Pt	36.0000

Tower Section Geometry *(cont'd)*

K Factors[1]

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	Client CBVR	**Designed by** kkadam

Tower Elevation ft	Calc K Single Angles	Calc K Solid Rounds	Legs	X Brace Diags X Y	K Brace Diags X Y	Single Diags X Y	Girts X Y	Horiz. X Y	Sec. Horiz. X Y	Inner Brace X Y
T1 200.000-180.000	Yes	Yes	1	1 1	1 1	1 1	1 1	1 1	1 1	1 1
T2 180.000-160.000	Yes	Yes	1	1 1	1 1	1 1	1 1	1 1	1 1	1 1
T3 160.000-152.000	Yes	Yes	1	1 1	1 1	1 1	1 1	1 1	1 1	1 1
T4 152.000-140.000	Yes	Yes	1	1 1	1 1	1 1	1 1	1 1	1 1	1 1
T5 140.000-120.000	Yes	Yes	1	1 1	1 1	1 1	1 1	1 1	1 1	1 1
T6 120.000-100.000	Yes	Yes	1	1 1	1 1	1 1	1 1	1 1	1 1	1 1
T7 100.000-80.000	Yes	Yes	1	1 1	1 1	1 1	1 1	1 1	1 1	1 1
T8 80.000-60.000	Yes	Yes	1	1 1	1 1	1 1	1 1	1 1	1 1	1 1
T9 60.000-53.300	Yes	Yes	1	1 1	1 1	1 1	1 1	1 1	1 1	1 1
T10 53.300-40.000	Yes	Yes	1	1 1	1 1	1 1	1 1	1 1	1 1	1 1
T11 40.000-20.000	Yes	Yes	1	1 1	1 1	1 1	1 1	1 1	1 1	1 1
T12 20.000-0.000	Yes	Yes	1	1 1	1 1	1 1	1 1	1 1	1 1	1 1

Note: K factors are applied to member segment lengths. K-braces without inner supporting members will have the K factor in the out-of-plane direction applied to the overall length.

Tower Section Geometry *(cont'd)*

Tower Elevation ft	Leg		Diagonal		Top Girt		Bottom Girt		Mid Girt		Long Horizontal		Short Horizontal	
	Net Width Deduct in	U	Net Width Deduct in	U	Net Width Deduct in	U	Net Width Deduct in	U	Net Width Deduct in	U	Net Width Deduct in	U	Net Width Deduct in	U
T1 200.000-180.000	0.0000	1	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75
T2 180.000-160.000	0.0000	1	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75
T3 160.000-152.000	0.0000	1	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75
T4 152.000-140.000	0.0000	1	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75

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Tower Elevation ft	Leg		Diagonal		Top Girt		Bottom Girt		Mid Girt		Long Horizontal		Short Horizontal	
	Net Width Deduct in	U	Net Width Deduct in	U	Net Width Deduct in	U	Net Width Deduct in	U	Net Width Deduct in	U	Net Width Deduct in	U	Net Width Deduct in	U
T5 140.000-120.000	0.0000	1	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75
T6 120.000-100.000	0.0000	1	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75
T7 100.000-80.000	0.0000	1	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75
T8 80.000-60.000	0.0000	1	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75
T9 60.000-53.300	0.0000	1	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75
T10 53.300-40.000	0.0000	1	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75
T11 40.000-20.000	0.0000	1	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75
T12 20.000-0.000	0.0000	1	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75

Tower Elevation ft	Redundant Horizontal		Redundant Diagonal		Redundant Sub-Diagonal		Redundant Sub-Horizontal		Redundant Vertical		Redundant Hip		Redundant Hip Diagonal	
	Net Width Deduct in	U	Net Width Deduct in	U	Net Width Deduct in	U	Net Width Deduct in	U	Net Width Deduct in	U	Net Width Deduct in	U	Net Width Deduct in	U
T1 200.000-180.000	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75
T2 180.000-160.000	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75
T3 160.000-152.000	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75
T4 152.000-140.000	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75
T5 140.000-120.000	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75
T6 120.000-100.000	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75
T7 100.000-80.000	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75
T8 80.000-60.000	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75
T9 60.000-53.300	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75
T10 53.300-40.000	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75

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Tower Elevation ft	Redundant Horizontal		Redundant Diagonal		Redundant Sub-Diagonal		Redundant Sub-Horizontal		Redundant Vertical		Redundant Hip		Redundant Hip Diagonal	
	Net Width Deduct in	U	Net Width Deduct in	U	Net Width Deduct in	U	Net Width Deduct in	U	Net Width Deduct in	U	Net Width Deduct in	U	Net Width Deduct in	U
T11 40.000-20.000	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75
T12 20.000-0.000	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75	0.0000	0.75

Tower Section Geometry *(cont'd)*

Tower Elevation ft	Leg Connection Type	Leg		Diagonal		Top Girt		Bottom Girt		Mid Girt		Long Horizontal		Short Horizontal	
		Bolt Size in	No.	Bolt Size in	No.	Bolt Size in	No.	Bolt Size in	No.	Bolt Size in	No.	Bolt Size in	No.	Bolt Size in	No.
T1 200.000-180.000	Flange	0.7500 A325N	6	0.6250 A325N	1	0.6250 A325N	1	0.0000 A325N	0	0.6250 A325N	0	0.0000 A325X	0	0.6250 A325N	0
T2 180.000-160.000	Flange	0.7500 A325N	6	0.6250 A325N	1	0.6250 A325N	1	0.0000 A325N	0	0.6250 A325N	0	0.0000 A325X	0	0.6250 A325N	0
T3 160.000-152.000	Flange	0.7500 A325N	6	0.6250 A325N	1	0.6250 A325N	1	0.0000 A325N	0	0.6250 A325N	0	0.0000 A325X	0	0.6250 A325N	0
T4 152.000-140.000	Flange	0.7500 A325N	6	0.6250 A325N	1	0.6250 A325N	1	0.0000 A325N	0	0.6250 A325N	0	0.0000 A325X	0	0.6250 A325N	0
T5 140.000-120.000	Flange	0.7500 A325N	6	0.6250 A325N	1	0.0000 A325N	0	0.0000 A325N	0	0.6250 A325N	0	0.0000 A325X	0	0.6250 A325N	0
T6 120.000-100.000	Flange	1.0000 A325N	6	0.6250 A325N	1	0.0000 A325N	0	0.0000 A325N	0	0.6250 A325N	0	0.0000 A325X	0	0.6250 A325N	0
T7 100.000-80.000	Flange	1.0000 A325N	6	0.6250 A325N	1	0.6250 A325N	1	0.0000 A325N	0	0.6250 A325N	0	0.0000 A325X	0	0.6250 A325N	0
T8 80.000-60.000	Flange	1.0000 A325N	6	0.6250 A325N	1	0.0000 A325N	0	0.0000 A325N	0	0.6250 A325N	0	0.0000 A325X	0	0.6250 A325N	0
T9 60.000-53.300	Flange	1.0000 A325N	0	0.7500 A325N	1	0.0000 A325N	0	0.0000 A325N	0	0.6250 A325N	0	0.0000 A325X	0	0.6250 A325N	0
T10 53.300-40.000	Flange	1.2500 A325N	6	0.7500 A325N	1	0.7500 A325N	1	0.0000 A325N	0	0.6250 A325N	0	0.6250 A325X	1	0.6250 A325N	0
T11 40.000-20.000	Flange	1.2500 A325N	6	0.7500 A325N	1	0.0000 A325N	0	0.0000 A325N	0	0.6250 A325N	0	0.6250 A325X	1	0.6250 A325N	0
T12 20.000-0.000	Flange	1.2500 A325N	0	0.7500 A325N	1	0.0000 A325N	0	0.0000 A325N	0	0.6250 A325N	0	0.6250 A325X	1	0.6250 A325N	0

Feed Line/Linear Appurtenances - Entered As Round Or Flat

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Description	Face or Leg	Allow Shield	Exclude From Torque Calculation	Component Type	Placement ft	Total Number	Number Per Row	Clear Spacing in	Width or Diameter in	Perimeter in	Weight klf
Feedline Ladder(Af) (3")	B	No	Yes	Af (CaAa)	200.000 - 0.000	1	1	3.0000	3.0000		0.008
Feedline Ladder(Af) (3")	A	No	Yes	Af (CaAa)	200.000 - 0.000	1	1	3.0000	3.0000		0.008
Climbing Ladder (Af)	C	No	Yes	Af (CaAa)	200.000 - 0.000	1	1	3.8400	3.8400		0.008
Safety Line 3/8	C	No	Yes	Ar (CaAa)	200.000 - 0.000	1	1	0.3750	0.3750		0.000
LDF4 5-50 (5/8 FOAM) (ground/GPS)	A	No	Yes	Ar (CaAa)	200.000 - 0.000	1	1	0.5000	0.8650		0.000
**********											
12x24 Hybrid Cable (Verizon)	B	No	Yes	Ar (CaAa)	195.000 - 0.000	2	2	0.3780	0.3780		0.003
1 5/8" coax (Verizon)	B	No	Yes	Ar (CaAa)	195.000 - 0.000	10	10	1.9800	1.9800		0.001
**********											
LDF5-50A (7/8" FOAM)	C	No	Yes	Ar (CaAa)	164.000 - 0.000	3	3	0.8750	0.8750		0.000

Feed Line/Linear Appurtenances Section Areas

Tower Section	Tower Elevation ft	Face	A_R ft^2	A_F ft^2	C_AA_A In Face ft^2	C_AA_A Out Face ft^2	Weight K
T1	200.000-180.000	A	0.000	0.000	11.730	0.000	0.171
		B	0.000	0.000	40.834	0.000	0.382
		C	0.000	0.000	13.550	0.000	0.164
T2	180.000-160.000	A	0.000	0.000	11.730	0.000	0.171
		B	0.000	0.000	51.112	0.000	0.454
		C	0.000	0.000	14.600	0.000	0.168
T3	160.000-152.000	A	0.000	0.000	4.692	0.000	0.068
		B	0.000	0.000	20.445	0.000	0.181
		C	0.000	0.000	7.520	0.000	0.074
T4	152.000-140.000	A	0.000	0.000	7.038	0.000	0.103
		B	0.000	0.000	30.667	0.000	0.272
		C	0.000	0.000	11.280	0.000	0.111
T5	140.000-120.000	A	0.000	0.000	11.730	0.000	0.171
		B	0.000	0.000	51.112	0.000	0.454
		C	0.000	0.000	18.800	0.000	0.184
T6	120.000-100.000	A	0.000	0.000	11.730	0.000	0.171
		B	0.000	0.000	51.112	0.000	0.454
		C	0.000	0.000	18.800	0.000	0.184
T7	100.000-80.000	A	0.000	0.000	11.730	0.000	0.171
		B	0.000	0.000	51.112	0.000	0.454
		C	0.000	0.000	18.800	0.000	0.184
T8	80.000-60.000	A	0.000	0.000	11.730	0.000	0.171
		B	0.000	0.000	51.112	0.000	0.454
		C	0.000	0.000	18.800	0.000	0.184
T9	60.000-53.300	A	0.000	0.000	3.930	0.000	0.057
		B	0.000	0.000	17.123	0.000	0.152
		C	0.000	0.000	6.298	0.000	0.062
T10	53.300-40.000	A	0.000	0.000	7.800	0.000	0.114
		B	0.000	0.000	33.989	0.000	0.302
		C	0.000	0.000	12.502	0.000	0.122
T11	40.000-20.000	A	0.000	0.000	11.730	0.000	0.171

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	Client: CBVR	Designed by: kkadam

Tower Section	Tower Elevation ft	Face	A_R ft²	A_F ft²	C_AA_A In Face ft²	C_AA_A Out Face ft²	Weight K
		B	0.000	0.000	51.112	0.000	0.454
		C	0.000	0.000	18.800	0.000	0.184
T12	20.000-0.000	A	0.000	0.000	11.730	0.000	0.171
		B	0.000	0.000	51.112	0.000	0.454
		C	0.000	0.000	18.800	0.000	0.184

Shielding Factor Ka

Tower Section	Feed Line Record No.	Description	Feed Line Segment Elev.	K_a No Ice	K_a Ice
T1	1	Feedline Ladder(Af) (3")	180.00 - 200.00	0.6000	0.6000
T1	2	Feedline Ladder(Af) (3")	180.00 - 200.00	0.6000	0.6000
T1	3	Climbing Ladder (Af)	180.00 - 200.00	0.6000	0.6000
T1	4	Safety Line 3/8	180.00 - 200.00	0.6000	0.6000
T1	5	LDF4.5-50 (5/8 FOAM) (ground/GPS)	180.00 - 200.00	1.0000	1.0000
T1	7	12x24 Hybrid Cable	180.00 - 195.00	1.0000	1.0000
T1	8	1 5/8" coax	180.00 - 195.00	1.0000	1.0000
T2	1	Feedline Ladder(Af) (3")	160.00 - 180.00	0.6000	0.6000
T2	2	Feedline Ladder(Af) (3")	160.00 - 180.00	0.6000	0.6000
T2	3	Climbing Ladder (Af)	160.00 - 180.00	0.6000	0.6000
T2	4	Safety Line 3/8	160.00 - 180.00	0.6000	0.6000
T2	5	LDF4.5-50 (5/8 FOAM) (ground/GPS)	160.00 - 180.00	1.0000	1.0000
T2	7	12x24 Hybrid Cable	160.00 - 180.00	1.0000	1.0000
T2	8	1 5/8" coax	160.00 - 180.00	1.0000	1.0000
T2	10	LDF5-50A (7/8" FOAM)	160.00 - 164.00	1.0000	1.0000
T3	1	Feedline Ladder(Af) (3")	152.00 - 160.00	0.6000	0.6000
T3	2	Feedline Ladder(Af) (3")	152.00 - 160.00	0.6000	0.6000
T3	3	Climbing Ladder (Af)	152.00 - 160.00	0.6000	0.6000
T3	4	Safety Line 3/8	152.00 - 160.00	0.6000	0.6000
T3	5	LDF4.5-50 (5/8 FOAM) (ground/GPS)	152.00 - 160.00	1.0000	1.0000
T3	7	12x24 Hybrid Cable	152.00 - 160.00	1.0000	1.0000
T3	8	1 5/8" coax	152.00 - 160.00	1.0000	1.0000
T3	10	LDF5-50A (7/8" FOAM)	152.00 - 160.00	1.0000	1.0000
T4	1	Feedline Ladder(Af) (3")	140.00 -	0.6000	0.6000

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	Client: CBVR	Designed by: kkadam

Tower Section	Feed Line Record No.	Description	Feed Line Segment Elev.	K_a No Ice	K_a Ice
			152.00		
T4	2	Feedline Ladder(Af) (3")	140.00 - 152.00	0.6000	0.6000
T4	3	Climbing Ladder (Af)	140.00 - 152.00	0.6000	0.6000
T4	4	Safety Line 3/8	140.00 - 152.00	0.6000	0.6000
T4	5	LDF4 5-50 (5/8 FOAM) (ground/GPS)	140.00 - 152.00	1.0000	1.0000
T4	7	12x24 Hybrid Cable	140.00 - 152.00	1.0000	1.0000
T4	8	1 5/8" coax	140.00 - 152.00	1.0000	1.0000
T4	10	LDF5-50A (7/8" FOAM)	140.00 - 152.00	1.0000	1.0000
T5	1	Feedline Ladder(Af) (3")	120.00 - 140.00	0.6000	0.6000
T5	2	Feedline Ladder(Af) (3")	120.00 - 140.00	0.6000	0.6000
T5	3	Climbing Ladder (Af)	120.00 - 140.00	0.6000	0.6000
T5	4	Safety Line 3/8	120.00 - 140.00	0.6000	0.6000
T5	5	LDF4 5-50 (5/8 FOAM) (ground/GPS)	120.00 - 140.00	1.0000	1.0000
T5	7	12x24 Hybrid Cable	120.00 - 140.00	1.0000	1.0000
T5	8	1 5/8" coax	120.00 - 140.00	1.0000	1.0000
T5	10	LDF5-50A (7/8" FOAM)	120.00 - 140.00	1.0000	1.0000
T6	1	Feedline Ladder(Af) (3")	100.00 - 120.00	0.6000	0.6000
T6	2	Feedline Ladder(Af) (3")	100.00 - 120.00	0.6000	0.6000
T6	3	Climbing Ladder (Af)	100.00 - 120.00	0.6000	0.6000
T6	4	Safety Line 3/8	100.00 - 120.00	0.6000	0.6000
T6	5	LDF4 5-50 (5/8 FOAM) (ground/GPS)	100.00 - 120.00	1.0000	1.0000
T6	7	12x24 Hybrid Cable	100.00 - 120.00	1.0000	1.0000
T6	8	1 5/8" coax	100.00 - 120.00	1.0000	1.0000
T6	10	LDF5-50A (7/8" FOAM)	100.00 - 120.00	1.0000	1.0000
T7	1	Feedline Ladder(Af) (3")	80.00 - 100.00	0.6000	0.6000
T7	2	Feedline Ladder(Af) (3")	80.00 - 100.00	0.6000	0.6000
T7	3	Climbing Ladder (Af)	80.00 - 100.00	0.6000	0.6000
T7	4	Safety Line 3/8	80.00 - 100.00	0.6000	0.6000
T7	5	LDF4 5-50 (5/8 FOAM) (ground/GPS)	80.00 - 100.00	1.0000	1.0000
T7	7	12x24 Hybrid Cable	80.00 - 100.00	1.0000	1.0000
T7	8	1 5/8" coax	80.00 - 100.00	1.0000	1.0000
T7	10	LDF5-50A (7/8" FOAM)	80.00 - 100.00	1.0000	1.0000
T8	1	Feedline Ladder(Af) (3")	60.00 - 80.00	0.6000	0.6000
T8	2	Feedline Ladder(Af) (3")	60.00 - 80.00	0.6000	0.6000
T8	3	Climbing Ladder (Af)	60.00 - 80.00	0.6000	0.6000
T8	4	Safety Line 3/8	60.00 - 80.00	0.6000	0.6000
T8	5	LDF4 5-50 (5/8 FOAM) (ground/GPS)	60.00 - 80.00	1.0000	1.0000

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	Client: CBVR	Designed by: kkadam

Tower Section	Feed Line Record No.	Description	Feed Line Segment Elev.	K_a No Ice	K_a Ice
T8	7	12x24 Hybrid Cable	60.00 - 80.00	1.0000	1.0000
T8	8	1 5/8" coax	60.00 - 80.00	1.0000	1.0000
T8	10	LDF5-50A (7/8" FOAM)	60.00 - 80.00	1.0000	1.0000
T9	1	Feedline Ladder(Af) (3")	53.30 - 60.00	0.6000	0.6000
T9	2	Feedline Ladder(Af) (3")	53.30 - 60.00	0.6000	0.6000
T9	3	Climbing Ladder (Af)	53.30 - 60.00	0.6000	0.6000
T9	4	Safety Line 3/8	53.30 - 60.00	0.6000	0.6000
T9	5	LDF4 5-50 (5/8 FOAM) (ground/GPS)	53.30 - 60.00	1.0000	1.0000
T9	7	12x24 Hybrid Cable	53.30 - 60.00	1.0000	1.0000
T9	8	1 5/8" coax	53.30 - 60.00	1.0000	1.0000
T9	10	LDF5-50A (7/8" FOAM)	53.30 - 60.00	1.0000	1.0000
T10	1	Feedline Ladder(Af) (3")	40.00 - 53.30	0.6000	0.6000
T10	2	Feedline Ladder(Af) (3")	40.00 - 53.30	0.6000	0.6000
T10	3	Climbing Ladder (Af)	40.00 - 53.30	0.6000	0.6000
T10	4	Safety Line 3/8	40.00 - 53.30	0.6000	0.6000
T10	5	LDF4 5-50 (5/8 FOAM) (ground/GPS)	40.00 - 53.30	1.0000	1.0000
T10	7	12x24 Hybrid Cable	40.00 - 53.30	1.0000	1.0000
T10	8	1 5/8" coax	40.00 - 53.30	1.0000	1.0000
T10	10	LDF5-50A (7/8" FOAM)	40.00 - 53.30	1.0000	1.0000
T11	1	Feedline Ladder(Af) (3")	20.00 - 40.00	0.6000	0.6000
T11	2	Feedline Ladder(Af) (3")	20.00 - 40.00	0.6000	0.6000
T11	3	Climbing Ladder (Af)	20.00 - 40.00	0.6000	0.6000
T11	4	Safety Line 3/8	20.00 - 40.00	0.6000	0.6000
T11	5	LDF4 5-50 (5/8 FOAM) (ground/GPS)	20.00 - 40.00	1.0000	1.0000
T11	7	12x24 Hybrid Cable	20.00 - 40.00	1.0000	1.0000
T11	8	1 5/8" coax	20.00 - 40.00	1.0000	1.0000
T11	10	LDF5-50A (7/8" FOAM)	20.00 - 40.00	1.0000	1.0000
T12	1	Feedline Ladder(Af) (3")	0.00 - 20.00	0.6000	0.6000
T12	2	Feedline Ladder(Af) (3")	0.00 - 20.00	0.6000	0.6000
T12	3	Climbing Ladder (Af)	0.00 - 20.00	0.6000	0.6000
T12	4	Safety Line 3/8	0.00 - 20.00	0.6000	0.6000
T12	5	LDF4 5-50 (5/8 FOAM) (ground/GPS)	0.00 - 20.00	1.0000	1.0000
T12	7	12x24 Hybrid Cable	0.00 - 20.00	1.0000	1.0000
T12	8	1 5/8" coax	0.00 - 20.00	1.0000	1.0000
T12	10	LDF5-50A (7/8" FOAM)	0.00 - 20.00	1.0000	1.0000

Discrete Tower Loads

Description	Face or Leg	Offset Type	Offsets: Horz Lateral ft / Vert ft	Azimuth Adjustment °	Placement ft		C_AA_A Front ft^2	C_AA_A Side ft^2	Weight K
(2) Commscope NHH-85C-R2B (Verizon)	A	From Leg	3.000 0.000 0.000	0.0000	195.000	No Ice	11.348	7.644	0.080
(2) Commscope NHH-85C-R2B (Verizon)	B	From Leg	3.000 0.000 0.000	0.0000	195.000	No Ice	11.348	7.644	0.080

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	Client: CBVR	Designed by: kkadam

Description	Face or Leg	Offset Type	Offsets: Horz Lateral ft / Vert ft / ft	Azimuth Adjustment °	Placement ft		C_AA_A Front ft^2	C_AA_A Side ft^2	Weight K
(2) Commscope NHH-85C-R2B (Verizon)	C	From Leg	3.000 0.000 0.000	0.0000	195.000	No Ice	11.348	7.644	0.080
Ericsson AIR 6449 B77D (Verizon)	A	From Leg	3.000 0.000 0.000	0.0000	195.000	No Ice	4.028	2.147	0.090
Ericsson AIR 6449 B77D (Verizon)	B	From Leg	3.000 0.000 0.000	0.0000	195.000	No Ice	4.028	2.147	0.090
Ericsson AIR 6449 B77D (Verizon)	C	From Leg	3.000 0.000 0.000	0.0000	195.000	No Ice	4.028	2.147	0.090
Ericsson 4449 (Verizon)	A	From Leg	3.000 0.000 0.000	0.0000	195.000	No Ice	1.650	1.300	0.075
Ericsson 4449 (Verizon)	B	From Leg	3.000 0.000 0.000	0.0000	195.000	No Ice	1.650	1.300	0.075
Ericsson 4449 (Verizon)	C	From Leg	3.000 0.000 0.000	0.0000	195.000	No Ice	1.650	1.300	0.075
Ericsson 8843 (Verizon)	A	From Leg	3.000 0.000 0.000	0.0000	195.000	No Ice	1.639	1.353	0.072
Ericsson 8843 (Verizon)	B	From Leg	3.000 0.000 0.000	0.0000	195.000	No Ice	1.639	1.353	0.072
Ericsson 8843 (Verizon)	C	From Leg	3.000 0.000 0.000	0.0000	195.000	No Ice	1.639	1.353	0.072
OVP 12 (Verizon)	C	From Leg	3.000 0.000 0.000	0.0000	195.000	No Ice	3.806	2.562	0.032
OVP 12 (Verizon)	B	From Leg	3.000 0.000 0.000	0.0000	195.000	No Ice	3.806	2.562	0.032
Site Pro 1 VFA12-HD (Verizon) w/ Mods	A	From Leg	3.000 0.000 0.000	0.0000	195.000	No Ice	13.200	9.200	0.658
Site Pro 1 VFA12-HD (Verizon) w/ Mods	C	From Leg	3.000 0.000 0.000	0.0000	195.000	No Ice	13.200	9.200	0.658
Site Pro 1 VFA12-HD (Verizon) w/ Mods	B	From Leg	3.000 0.000 0.000	0.0000	195.000	No Ice	13.200	9.200	0.658
**********									
4' x 1/2" Lightning Rod	C	From Leg	0.000 0.000 10.000	0.0000	200.000	No Ice	0.200	0.200	0.001
2 9" dia. x 20-ft L-rod Exten	C	From Leg	0.000 0.000 2.000	0.0000	200.000	No Ice	5.264	5.264	0.104
Beacon 12"*24"	B	From Leg	0.000 0.000 1.000	0.0000	200.000	No Ice	2.400	0.522	0.010
**********									
15'x2" Omni	B	From Leg	2.000	0.0000	195.500	No Ice	3.000	3.000	0.030

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	Client: CBVR	Designed by: kkadam

Description	Face or Leg	Offset Type	Offsets: Horz Lateral Vert ft ft ft	Azimuth Adjustment °	Placement ft		C_AA_A Front ft^2	C_AA_A Side ft^2	Weight K
			0.000 0.000						
Side Arm Mount SO [301-1]	B	From Leg	1.000 0.000 0.000	0.0000	195.500	No Ice	1.000	1.430	0.030
**********									
10' Dipole	A	From Leg	3.000 0.000 0.000	0.0000	164.000	No Ice	3.000	3.000	0.030
10' Dipole	C	From Leg	3.000 0.000 0.000	0.0000	164.000	No Ice	3.000	3.000	0.030
2.4" Dia. x 10-ft Mount Pipe	A	From Leg	1.500 0.000 0.000	0.0000	164.000	No Ice	2.400	2.400	0.037
2.4" Dia. x 10-ft Mount Pipe	C	From Leg	1.500 0.000 0.000	0.0000	164.000	No Ice	2.400	2.400	0.037
2.4" Dia. x 5' Pipe	A	From Leg	3.000 0.000 0.000	0.0000	164.000	No Ice	1.200	1.200	0.018
2.4" Dia. x 5' Pipe	C	From Leg	3.000 0.000 0.000	0.0000	164.000	No Ice	1.200	1.200	0.018
Side Arm Mount [SO 601-1]	A	From Leg	1.500 0.000 0.000	0.0000	164.000	No Ice	1.000	1.430	0.030
Side Arm Mount [SO 601-1]	C	From Leg	1.500 0.000 0.000	0.0000	164.000	No Ice	1.000	1.430	0.030
**********									
3" x 6" SideLight	A	From Leg	1.000 0.000 0.000	0.0000	101.830	No Ice	0.090	0.090	0.001
3" x 6" SideLight	B	From Leg	1.000 0.000 0.000	0.0000	101.830	No Ice	0.090	0.090	0.001
3" x 6" SideLight	C	From Leg	1.000 0.000 0.000	0.0000	101.830	No Ice	0.090	0.090	0.001

Load Combinations

Comb. No.	Description
1	Dead Only
2	1.2 Dead+1.0 Wind 0 deg - No Ice
3	0.9 Dead+1.0 Wind 0 deg - No Ice
4	1.2 Dead+1.0 Wind 30 deg - No Ice
5	0.9 Dead+1.0 Wind 30 deg - No Ice
6	1.2 Dead+1.0 Wind 60 deg - No Ice

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	Client: CBVR	Designed by: kkadam

Comb. No.	Description
7	0.9 Dead+1.0 Wind 60 deg - No Ice
8	1.2 Dead+1.0 Wind 90 deg - No Ice
9	0.9 Dead+1.0 Wind 90 deg - No Ice
10	1.2 Dead+1.0 Wind 120 deg - No Ice
11	0.9 Dead+1.0 Wind 120 deg - No Ice
12	1.2 Dead+1.0 Wind 150 deg - No Ice
13	0.9 Dead+1.0 Wind 150 deg - No Ice
14	1.2 Dead+1.0 Wind 180 deg - No Ice
15	0.9 Dead+1.0 Wind 180 deg - No Ice
16	1.2 Dead+1.0 Wind 210 deg - No Ice
17	0.9 Dead+1.0 Wind 210 deg - No Ice
18	1.2 Dead+1.0 Wind 240 deg - No Ice
19	0.9 Dead+1.0 Wind 240 deg - No Ice
20	1.2 Dead+1.0 Wind 270 deg - No Ice
21	0.9 Dead+1.0 Wind 270 deg - No Ice
22	1.2 Dead+1.0 Wind 300 deg - No Ice
23	0.9 Dead+1.0 Wind 300 deg - No Ice
24	1.2 Dead+1.0 Wind 330 deg - No Ice
25	0.9 Dead+1.0 Wind 330 deg - No Ice
26	Dead+Wind 0 deg - Service
27	Dead+Wind 30 deg - Service
28	Dead+Wind 60 deg - Service
29	Dead+Wind 90 deg - Service
30	Dead+Wind 120 deg - Service
31	Dead+Wind 150 deg - Service
32	Dead+Wind 180 deg - Service
33	Dead+Wind 210 deg - Service
34	Dead+Wind 240 deg - Service
35	Dead+Wind 270 deg - Service
36	Dead+Wind 300 deg - Service
37	Dead+Wind 330 deg - Service

Maximum Member Forces

Section No.	Elevation ft	Component Type	Condition	Gov. Load Comb.	Axial K	Major Axis Moment kip-ft	Minor Axis Moment kip-ft
T1	200 - 180	Leg	Max Tension	7	25.554	-0.035	0.018
			Max. Compression	18	-29.825	0.050	-0.028
			Max. Mx	20	2.553	-0.943	-0.011
			Max. My	2	1.319	0.007	-0.939
			Max. Vy	8	-1.552	-0.545	0.011
			Max. Vx	2	1.560	0.007	0.520
		Diagonal	Max Tension	20	4.654	0.000	0.000
			Max. Compression	8	-4.707	0.000	0.000
			Max. Mx	18	3.983	0.016	-0.000
			Max. My	8	-2.871	0.003	-0.005
			Max. Vy	18	-0.009	0.016	-0.000
			Max. Vx	8	0.002	0.003	-0.005
		Top Girt	Max Tension	6	0.500	0.000	0.000
			Max. Compression	18	-0.508	0.000	0.000
			Max. Mx	10	-0.490	-0.008	0.000
			Max. My	10	0.239	0.000	-0.000
			Max. Vy	10	0.007	0.000	0.000
			Max. Vx	10	0.000	0.000	0.000
T2	180 - 160	Leg	Max Tension	7	83.372	-0.031	0.010
			Max. Compression	18	-91.696	0.185	-0.112
			Max. Mx	20	-3.106	0.244	-0.011
			Max. My	4	-3.145	-0.116	0.222

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	Client: CBVR	Designed by: kkadam

Section No.	Elevation ft	Component Type	Condition	Gov. Load Comb.	Axial K	Major Axis Moment kip-ft	Minor Axis Moment kip-ft
			Max. Vy	18	0.591	0.210	-0.025
			Max. Vx	2	0.580	0.076	0.182
		Diagonal	Max Tension	20	7.109	0.000	0.000
			Max. Compression	8	-7.318	0.000	0.000
			Max. Mx	18	5.673	0.052	0.006
			Max. My	20	-7.294	-0.029	-0.012
			Max. Vy	18	-0.022	0.052	0.006
			Max. Vx	20	-0.004	0.000	0.000
		Top Girt	Max Tension	6	0.455	0.000	0.000
			Max. Compression	19	-0.383	0.000	0.000
			Max. Mx	18	-0.374	-0.008	0.000
			Max. My	22	-0.161	0.000	0.000
			Max. Vy	18	0.007	0.000	0.000
			Max. Vx	22	-0.000	0.000	0.000
T3	160 - 152	Leg	Max Tension	7	102.942	-0.046	-0.002
			Max. Compression	18	-113.129	0.210	-0.001
			Max. Mx	18	-104.397	0.216	-0.004
			Max. My	20	-3.857	-0.017	-0.364
			Max. Vy	18	0.082	0.216	-0.004
			Max. Vx	20	-0.146	-0.017	-0.364
		Diagonal	Max Tension	4	4.008	0.000	0.000
			Max. Compression	4	-4.102	0.000	0.000
			Max. Mx	20	2.177	0.021	-0.001
			Max. My	16	-3.934	-0.009	-0.007
			Max. Vy	18	-0.010	0.020	0.002
			Max. Vx	16	0.002	0.000	0.000
		Top Girt	Max Tension	19	0.289	0.000	0.000
			Max. Compression	6	-0.435	0.000	0.000
			Max. Mx	10	0.258	-0.008	0.000
			Max. My	14	0.121	0.000	0.000
			Max. Vy	10	-0.007	0.000	0.000
			Max. Vx	14	-0.000	0.000	0.000
T4	152 - 140	Leg	Max Tension	7	124.930	-0.130	-0.000
			Max. Compression	18	-137.351	0.192	0.000
			Max. Mx	18	-120.997	0.210	-0.001
			Max. My	20	-4.318	-0.012	-0.273
			Max. Vy	18	0.070	0.210	-0.001
			Max. Vx	20	0.124	-0.012	-0.273
		Diagonal	Max Tension	4	4.242	0.000	0.000
			Max. Compression	4	-4.363	0.000	0.000
			Max. Mx	20	2.346	0.018	-0.000
			Max. My	16	-4.108	-0.007	-0.005
			Max. Vy	18	-0.009	0.018	0.001
			Max. Vx	16	0.001	0.000	0.000
		Top Girt	Max Tension	6	0.498	0.000	0.000
			Max. Compression	19	-0.565	0.000	0.000
			Max. Mx	6	0.498	-0.017	0.000
			Max. My	14	-0.221	0.000	0.000
			Max. Vy	6	0.012	0.000	0.000
			Max. Vx	14	-0.000	0.000	0.000
T5	140 - 120	Leg	Max Tension	7	158.945	-0.173	-0.001
			Max. Compression	18	-175.576	0.193	0.001
			Max. Mx	19	-154.515	0.195	0.001
			Max. My	20	-4.769	-0.007	-0.237
			Max. Vy	19	0.055	0.195	0.001
			Max. Vx	20	-0.061	-0.007	-0.237
		Diagonal	Max Tension	4	5.246	0.000	0.000
			Max. Compression	4	-5.364	0.000	0.000
			Max. Mx	18	4.588	0.028	0.001
			Max. My	14	-3.909	0.003	-0.003
			Max. Vy	18	-0.014	0.028	0.001

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	Client: CBVR	Designed by: kkadam

Section No.	Elevation ft	Component Type	Condition	Gov. Load Comb.	Axial K	Major Axis Moment kip-ft	Minor Axis Moment kip-ft
			Max. Vx	14	0.001	0.000	0.000
T6	120 - 100	Leg	Max Tension	7	193.071	-0.098	-0.001
			Max. Compression	18	-214.520	0.493	-0.001
			Max. Mx	18	-214.520	0.493	-0.001
			Max. My	20	-7.280	-0.021	-0.330
			Max. Vy	18	-0.139	0.493	-0.001
			Max. Vx	20	0.096	-0.021	-0.330
		Diagonal	Max Tension	4	6.176	0.000	0.000
			Max. Compression	4	-6.327	0.000	0.000
			Max. Mx	18	5.360	0.036	0.002
			Max. My	4	-6.051	-0.002	0.004
			Max. Vy	18	-0.016	0.036	0.002
			Max. Vx	4	-0.001	0.000	0.000
T7	100 - 80	Leg	Max Tension	7	228.021	-0.167	-0.001
			Max. Compression	18	-255.779	0.453	-0.000
			Max. Mx	18	-224.253	0.493	-0.001
			Max. My	20	-8.320	-0.026	-0.395
			Max. Vy	18	0.135	0.493	-0.001
			Max. Vx	20	-0.110	-0.026	-0.395
		Diagonal	Max Tension	4	7.520	0.000	0.000
			Max. Compression	4	-7.660	0.000	0.000
			Max. Mx	18	6.322	0.075	0.005
			Max. My	16	-6.684	-0.002	-0.016
			Max. Vy	6	0.034	0.074	0.005
			Max. Vx	16	0.003	0.000	0.000
		Top Girt	Max Tension	6	0.755	0.000	0.000
			Max. Compression	19	-0.802	0.000	0.000
			Max. Mx	6	0.755	-0.109	0.000
			Max. My	2	-0.725	0.000	0.003
			Max. Vy	6	0.040	0.000	0.000
			Max. Vx	2	-0.001	0.000	0.000
T8	80 - 60	Leg	Max Tension	7	262.121	-0.389	-0.000
			Max. Compression	18	-296.911	0.161	0.002
			Max. Mx	18	-267.686	0.453	-0.000
			Max. My	20	-11.995	-0.048	-0.596
			Max. Vy	19	0.120	0.437	-0.000
			Max. Vx	20	0.149	-0.048	-0.596
		Diagonal	Max Tension	4	8.945	0.000	0.000
			Max. Compression	4	-9.110	0.000	0.000
			Max. Mx	6	7.417	0.116	-0.007
			Max. My	4	-9.076	0.038	0.016
			Max. Vy	6	0.051	0.116	-0.007
			Max. Vx	4	-0.003	0.000	0.000
T9	60 - 53.3	Leg	Max Tension	7	273.875	-0.213	-0.002
			Max. Compression	18	-311.262	0.537	-0.000
			Max. Mx	18	-311.262	0.537	-0.000
			Max. My	20	-12.422	-0.048	-0.596
			Max. Vy	19	-0.136	0.532	-0.000
			Max. Vx	20	-0.173	-0.048	-0.596
		Diagonal	Max Tension	4	9.410	0.000	0.000
			Max. Compression	4	-9.561	0.000	0.000
			Max. Mx	18	8.374	0.127	0.011
			Max. My	14	7.087	0.109	-0.012
			Max. Vy	18	-0.049	0.127	0.011
			Max. Vx	14	0.003	0.000	0.000
T10	53.3 - 40	Leg	Max Tension	7	297.892	-0.237	-0.001
			Max. Compression	18	-340.883	0.482	0.000
			Max. Mx	18	-325.433	0.537	-0.000
			Max. My	20	-14.337	-0.047	-0.628
			Max. Vy	19	0.129	0.532	-0.000
			Max. Vx	20	0.175	-0.047	-0.628

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	Client: CBVR	Designed by: kkadam

Section No.	Elevation ft	Component Type	Condition	Gov. Load Comb.	Axial K	Major Axis Moment kip-ft	Minor Axis Moment kip-ft
		Diagonal	Max Tension	4	10.245	0.000	0.000
			Max. Compression	4	-10.388	0.000	0.000
			Max. Mx	18	9.450	0.131	0.010
			Max. My	4	-9.872	0.039	0.018
			Max. Vy	6	0.052	0.125	0.012
			Max. Vx	4	-0.003	0.000	0.000
		Top Girt	Max Tension	6	0.808	0.000	0.000
			Max. Compression	19	-0.877	0.000	0.000
			Max. Mx	6	0.808	-0.255	0.000
			Max. My	2	-0.777	0.000	0.007
			Max. Vy	6	0.065	0.000	0.000
			Max. Vx	2	-0.002	0.000	0.000
T11	40 - 20	Leg	Max Tension	7	334.131	-0.355	-0.001
			Max. Compression	18	-385.921	0.526	0.001
			Max. Mx	19	-381.197	0.531	0.001
			Max. My	4	-17.469	-0.028	-0.672
			Max. Vy	6	0.110	-0.505	-0.001
			Max. Vx	4	0.139	-0.028	-0.672
		Diagonal	Max Tension	4	11.341	0.000	0.000
			Max. Compression	4	-11.572	0.000	0.000
			Max. Mx	6	9.336	0.149	0.014
			Max. My	14	-8.783	0.097	-0.016
			Max. Vy	6	0.061	0.149	0.014
			Max. Vx	14	0.003	0.000	0.000
T12	20 - 0	Leg	Max Tension	7	369.911	-0.403	-0.002
			Max. Compression	18	-431.712	0.000	-0.000
			Max. Mx	19	-395.675	0.531	0.001
			Max. My	20	-20.661	-0.050	-0.850
			Max. Vy	6	-0.147	-0.415	-0.002
			Max. Vx	20	-0.200	-0.050	-0.850
		Diagonal	Max Tension	4	12.616	0.000	0.000
			Max. Compression	4	-12.920	0.000	0.000
			Max. Mx	18	11.358	0.233	0.023
			Max. My	4	-12.242	0.116	0.027
			Max. Vy	20	0.084	0.218	-0.020
			Max. Vx	4	-0.004	0.000	0.000

Maximum Reactions

Location	Condition	Gov. Load Comb.	Vertical K	Horizontal, X K	Horizontal, Z K
Leg C	Max. Vert	18	438.814	39.414	-22.766
	Max. H_x	18	438.814	39.414	-22.766
	Max. H_z	5	-327.144	-28.535	19.728
	Min. Vert	7	-375.251	-34.116	19.707
	Min. H_x	7	-375.251	-34.116	19.707
	Min. H_z	18	438.814	39.414	-22.766
Leg B	Max. Vert	10	404.513	-36.399	-20.971
	Max. H_x	21	-327.069	31.194	14.810
	Max. H_z	23	-341.082	31.051	17.882
	Min. Vert	23	-341.082	31.051	17.882
	Min. H_x	10	404.513	-36.399	-20.971
	Min. H_z	10	404.513	-36.399	-20.971
Leg A	Max. Vert	2	400.567	-0.048	41.696
	Max. H_x	21	16.282	5.376	1.307
	Max. H_z	2	400.567	-0.048	41.696

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	Client: CBVR	Designed by: kkadam

Location	Condition	Gov. Load Comb.	Vertical K	Horizontal, X K	Horizontal, Z K
	Min. Vert	15	-337.124	0.049	-35.516
	Min. H_x	9	15.270	-5.377	1.243
	Min. H_z	15	-337.124	0.049	-35.516

Tower Mast Reaction Summary

Load Combination	Vertical K	$Shear_x$ K	$Shear_z$ K	Overturning Moment, M_x kip-ft	Overturning Moment, M_z kip-ft	Torque kip-ft
Dead Only	52.621	-0.000	0.000	0.197	0.510	0.000
1.2 Dead+1.0 Wind 0 deg - No Ice	63.145	-0.047	-68.264	-6902.138	9.857	-1.746
0.9 Dead+1.0 Wind 0 deg - No Ice	47.359	-0.047	-68.265	-6895.919	9.689	-1.743
1.2 Dead+1.0 Wind 30 deg - No Ice	63.145	35.064	-60.683	-6237.773	-3606.547	-1.205
0.9 Dead+1.0 Wind 30 deg - No Ice	47.359	35.065	-60.684	-6232.139	-3603.410	-1.211
1.2 Dead+1.0 Wind 60 deg - No Ice	63.145	59.602	-34.328	-3546.843	-6171.366	-0.326
0.9 Dead+1.0 Wind 60 deg - No Ice	47.359	59.603	-34.328	-3543.652	-6165.852	-0.326
1.2 Dead+1.0 Wind 90 deg - No Ice	63.145	69.717	0.047	9.469	-7200.278	0.639
0.9 Dead+1.0 Wind 90 deg - No Ice	47.359	69.717	0.047	9.394	-7193.830	0.645
1.2 Dead+1.0 Wind 120 deg - No Ice	63.145	59.568	34.362	3483.144	-6041.770	1.418
0.9 Dead+1.0 Wind 120 deg - No Ice	47.359	59.568	34.363	3479.909	-6036.414	1.415
1.2 Dead+1.0 Wind 150 deg - No Ice	63.145	26.558	45.854	4685.237	-2720.584	1.826
0.9 Dead+1.0 Wind 150 deg - No Ice	47.359	26.558	45.855	4680.829	-2718.209	1.809
1.2 Dead+1.0 Wind 180 deg - No Ice	63.145	0.047	62.277	6424.195	-8.585	1.745
0.9 Dead+1.0 Wind 180 deg - No Ice	47.359	0.047	62.277	6418.215	-8.728	1.742
1.2 Dead+1.0 Wind 210 deg - No Ice	63.145	-35.065	60.683	6238.223	3607.834	1.205
0.9 Dead+1.0 Wind 210 deg - No Ice	47.359	-35.065	60.684	6232.470	3604.382	1.211
1.2 Dead+1.0 Wind 240 deg - No Ice	63.145	-64.788	37.322	3786.512	6586.938	0.328
0.9 Dead+1.0 Wind 240 deg - No Ice	47.359	-64.788	37.322	3783.019	6580.800	0.328
1.2 Dead+1.0 Wind 270 deg - No Ice	63.145	-69.717	-0.047	-8.971	7201.515	-0.637
0.9 Dead+1.0 Wind 270 deg - No Ice	47.359	-69.717	-0.047	-9.022	7194.755	-0.643
1.2 Dead+1.0 Wind 300 deg - No Ice	63.145	-54.382	-31.369	-3243.438	5628.690	-1.419
0.9 Dead+1.0 Wind 300 deg - No Ice	47.359	-54.382	-31.369	-3240.504	5623.334	-1.416
1.2 Dead+1.0 Wind 330 deg - No Ice	63.145	-26.557	-45.854	-4684.749	2721.836	-1.827
0.9 Dead+1.0 Wind 330 deg -	47.359	-26.558	-45.855	-4680.464	2719.147	-1.810

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	Client: CBVR	Designed by: kkadam

Load Combination	Vertical K	Shear$_x$ K	Shear$_z$ K	Overturning Moment, M_x kip-ft	Overturning Moment, M_z kip-ft	Torque kip-ft
No Ice						
Dead+Wind 0 deg - Service	52.621	-0.009	-12.687	-1276.261	2.207	-0.335
Dead+Wind 30 deg - Service	52.621	6.515	-11.275	-1153.043	-666.353	-0.233
Dead+Wind 60 deg - Service	52.621	11.076	-6.380	-655.633	-1140.607	-0.058
Dead+Wind 90 deg - Service	52.621	12.954	0.009	1.891	-1330.742	0.129
Dead+Wind 120 deg - Service	52.621	11.070	6.386	644.250	-1116.818	0.275
Dead+Wind 150 deg - Service	52.621	4.952	8.551	868.318	-503.682	0.348
Dead+Wind 180 deg - Service	52.621	0.009	11.587	1188.827	-1.177	0.335
Dead+Wind 210 deg - Service	52.621	-6.515	11.275	1153.442	667.382	0.233
Dead+Wind 240 deg - Service	52.621	-12.029	6.929	699.946	1217.701	0.060
Dead+Wind 270 deg - Service	52.621	-12.954	-0.009	-1.493	1331.772	-0.129
Dead+Wind 300 deg - Service	52.621	-10.117	-5.836	-599.935	1041.784	-0.275
Dead+Wind 330 deg - Service	52.621	-4.952	-8.551	-867.913	504.724	-0.348

Solution Summary

	Sum of Applied Forces			Sum of Reactions			
Load Comb.	PX K	PY K	PZ K	PX K	PY K	PZ K	% Error
1	0.000	-52.621	0.000	0.000	52.621	-0.000	0.000%
2	-0.047	-63.145	-68.266	0.047	63.145	68.264	0.002%
3	-0.047	-47.359	-68.266	0.047	47.359	68.265	0.001%
4	35.065	-63.145	-60.685	-35.064	63.145	60.683	0.002%
5	35.065	-47.359	-60.685	-35.065	47.359	60.684	0.002%
6	59.604	-63.145	-34.329	-59.602	63.145	34.328	0.002%
7	59.604	-47.359	-34.329	-59.603	47.359	34.328	0.002%
8	69.719	-63.145	0.047	-69.717	63.145	-0.047	0.002%
9	69.719	-47.359	0.047	-69.717	47.359	-0.047	0.002%
10	59.569	-63.145	34.363	-59.568	63.145	-34.362	0.002%
11	59.569	-47.359	34.363	-59.568	47.359	-34.363	0.001%
12	26.558	-63.145	45.855	-26.558	63.145	-45.854	0.002%
13	26.558	-47.359	45.855	-26.558	47.359	-45.855	0.001%
14	0.047	-63.145	62.278	-0.047	63.145	-62.277	0.002%
15	0.047	-47.359	62.278	-0.047	47.359	-62.277	0.002%
16	-35.065	-63.145	60.685	35.065	63.145	-60.683	0.002%
17	-35.065	-47.359	60.685	35.065	47.359	-60.684	0.002%
18	-64.789	-63.145	37.323	64.788	63.145	-37.322	0.002%
19	-64.789	-47.359	37.323	64.788	47.359	-37.322	0.001%
20	-69.719	-63.145	-0.047	69.717	63.145	0.047	0.002%
21	-69.719	-47.359	-0.047	69.717	47.359	0.047	0.002%
22	-54.384	-63.145	-31.369	54.382	63.145	31.369	0.002%
23	-54.384	-47.359	-31.369	54.382	47.359	31.369	0.002%
24	-26.558	-63.145	-45.855	26.557	63.145	45.854	0.002%
25	-26.558	-47.359	-45.855	26.558	47.359	45.855	0.001%
26	-0.009	-52.621	-12.687	0.009	52.621	12.687	0.000%
27	6.515	-52.621	-11.275	-6.515	52.621	11.275	0.001%
28	11.076	-52.621	-6.380	-11.076	52.621	6.380	0.001%
29	12.954	-52.621	0.009	-12.954	52.621	-0.009	0.001%
30	11.070	-52.621	6.386	-11.070	52.621	-6.386	0.000%
31	4.952	-52.621	8.551	-4.952	52.621	-8.551	0.000%
32	0.009	-52.621	11.588	-0.009	52.621	-11.587	0.000%
33	-6.515	-52.621	11.275	6.515	52.621	-11.275	0.001%
34	-12.029	-52.621	6.930	12.029	52.621	-6.929	0.001%
35	-12.954	-52.621	-0.009	12.954	52.621	0.009	0.001%
36	-10.118	-52.621	-5.836	10.117	52.621	5.836	0.000%
37	-4.952	-52.621	-8.551	4.952	52.621	8.551	0.000%

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	Client: CBVR	Designed by: kkadam

Non-Linear Convergence Results

Load Combination	Converged?	Number of Cycles	Displacement Tolerance	Force Tolerance
1	Yes	6	0.00000001	0.00000001
2	Yes	10	0.00000001	0.00010176
3	Yes	10	0.00000001	0.00007482
4	Yes	10	0.00000001	0.00010554
5	Yes	10	0.00000001	0.00007855
6	Yes	10	0.00000001	0.00010962
7	Yes	10	0.00000001	0.00008246
8	Yes	10	0.00000001	0.00010582
9	Yes	10	0.00000001	0.00007874
10	Yes	10	0.00000001	0.00010184
11	Yes	10	0.00000001	0.00007486
12	Yes	10	0.00000001	0.00010724
13	Yes	10	0.00000001	0.00007986
14	Yes	10	0.00000001	0.00010978
15	Yes	10	0.00000001	0.00008253
16	Yes	10	0.00000001	0.00010555
17	Yes	10	0.00000001	0.00007853
18	Yes	10	0.00000001	0.00010105
19	Yes	10	0.00000001	0.00007418
20	Yes	10	0.00000001	0.00010590
21	Yes	10	0.00000001	0.00007881
22	Yes	10	0.00000001	0.00010998
23	Yes	10	0.00000001	0.00008269
24	Yes	10	0.00000001	0.00010732
25	Yes	10	0.00000001	0.00007994
26	Yes	10	0.00000001	0.00008363
27	Yes	10	0.00000001	0.00008458
28	Yes	10	0.00000001	0.00008544
29	Yes	10	0.00000001	0.00008487
30	Yes	10	0.00000001	0.00008385
31	Yes	10	0.00000001	0.00008383
32	Yes	10	0.00000001	0.00008513
33	Yes	10	0.00000001	0.00008471
34	Yes	10	0.00000001	0.00008398
35	Yes	10	0.00000001	0.00008499
36	Yes	10	0.00000001	0.00008535
37	Yes	10	0.00000001	0.00008382

Maximum Tower Deflections - Service Wind

Section No.	Elevation ft	Horz. Deflection in	Gov. Load Comb.	Tilt °	Twist °
T1	200 - 180	4.121	34	0.2138	0.0094
T2	180 - 160	3.225	34	0.2039	0.0076
T3	160 - 152	2.411	34	0.1718	0.0063
T4	152 - 140	2.129	34	0.1558	0.0047
T5	140 - 120	1.753	34	0.1317	0.0030
T6	120 - 100	1.244	34	0.1030	0.0018
T7	100 - 80	0.838	34	0.0788	0.0009
T8	80 - 60	0.533	34	0.0574	0.0005
T9	60 - 53.3	0.312	34	0.0406	0.0004

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	Client: CBVR	Designed by: kkadam

Section No.	Elevation ft	Horz. Deflection in	Gov. Load Comb.	Tilt °	Twist °
T10	53.3 - 40	0.253	34	0.0357	0.0003
T11	40 - 20	0.152	34	0.0257	0.0002
T12	20 - 0	0.048	34	0.0123	0.0001

Critical Deflections and Radius of Curvature - Service Wind

Elevation ft	Appurtenance	Gov. Load Comb.	Deflection in	Tilt °	Twist °	Radius of Curvature ft
200.000	4' x 1/2" Lightning Rod	34	4.121	0.2138	0.0094	245721
195.500	15'x2" Omni	34	3.917	0.2128	0.0088	245721
195.000	(2) Commscope NHH-85C-R2B	34	3.894	0.2126	0.0088	245721
164.000	10' Dipole	34	2.563	0.1795	0.0069	29977
101.830	3" x 6" SideLight	34	0.871	0.0810	0.0010	44822

Maximum Tower Deflections - Design Wind

Section No.	Elevation ft	Horz. Deflection in	Gov. Load Comb.	Tilt °	Twist °
T1	200 - 180	22.335	18	1.1576	0.0487
T2	180 - 160	17.482	18	1.1051	0.0394
T3	160 - 152	13.071	18	0.9314	0.0330
T4	152 - 140	11.539	18	0.8449	0.0246
T5	140 - 120	9.503	18	0.7144	0.0156
T6	120 - 100	6.738	18	0.5589	0.0092
T7	100 - 80	4.537	18	0.4275	0.0047
T8	80 - 60	2.887	18	0.3114	0.0028
T9	60 - 53.3	1.688	18	0.2201	0.0019
T10	53.3 - 40	1.366	18	0.1932	0.0016
T11	40 - 20	0.823	18	0.1392	0.0011
T12	20 - 0	0.261	18	0.0664	0.0004

Critical Deflections and Radius of Curvature - Design Wind

Elevation ft	Appurtenance	Gov. Load Comb.	Deflection in	Tilt °	Twist °	Radius of Curvature ft
200.000	4' x 1/2" Lightning Rod	18	22.335	1.1576	0.0487	45846
195.500	15'x2" Omni	18	21.229	1.1521	0.0455	45846
195.000	(2) Commscope NHH-85C-R2B	18	21.106	1.1514	0.0451	45846
164.000	10' Dipole	18	13.893	0.9729	0.0358	5555
101.830	3" x 6" SideLight	18	4.715	0.4391	0.0050	8253

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	Client: CBVR	Designed by: kkadam

Bolt Design Data

Section No.	Elevation ft	Component Type	Bolt Grade	Bolt Size in	Number Of Bolts	Maximum Load per Bolt K	Allowable Load per Bolt K	Ratio Load / Allowable		Allowable Ratio	Criteria
T1	200	Leg	A325N	0.7500	6	4.259	30.101	0.141	✓	1	Bolt Tension
		Diagonal	A325N	0.6250	1	4.654	7.748	0.601	✓	1	Member Block Shear
		Top Girt	A325N	0.6250	1	0.500	5.811	0.086	✓	1	Member Block Shear
T2	180	Leg	A325N	0.7500	6	13.874	30.101	0.461	✓	1	Bolt Tension
		Diagonal	A325N	0.6250	1	7.109	11.385	0.624	✓	1	Member Block Shear
		Top Girt	A325N	0.6250	1	1.588	5.811	0.273	✓	1	Member Block Shear
T3	160	Leg	A325N	0.7500	6	17.157	30.101	0.570	✓	1	Bolt Tension
		Diagonal	A325N	0.6250	1	4.008	5.811	0.690	✓	1	Member Block Shear
		Top Girt	A325N	0.6250	1	1.962	5.811	0.338	✓	1	Member Block Shear
T4	152	Leg	A325N	0.7500	6	20.822	30.101	0.692	✓	1	Bolt Tension
		Diagonal	A325N	0.6250	1	4.242	5.811	0.730	✓	1	Member Block Shear
		Top Girt	A325N	0.6250	1	2.382	9.108	0.262	✓	1	Member Block Shear
T5	140	Leg	A325N	0.7500	6	26.491	30.101	0.880	✓	1	Bolt Tension
		Diagonal	A325N	0.6250	1	5.246	9.108	0.576	✓	1	Member Block Shear
T6	120	Leg	A325N	1.0000	6	32.179	54.517	0.590	✓	1	Bolt Tension
		Diagonal	A325N	0.6250	1	6.176	7.830	0.789	✓	1	Member Bearing
T7	100	Leg	A325N	1.0000	6	38.004	54.517	0.697	✓	1	Bolt Tension
		Diagonal	A325N	0.6250	1	7.520	10.440	0.720	✓	1	Member Bearing
		Top Girt	A325N	0.6250	1	4.436	10.440	0.425	✓	1	Member Bearing
T8	80	Leg	A325N	1.0000	6	43.687	54.517	0.801	✓	1	Bolt Tension
		Diagonal	A325N	0.6250	1	9.110	13.806	0.660	✓	1	Bolt Shear
T9	60	Diagonal	A325N	0.7500	1	9.410	15.769	0.597	✓	1	Member Bearing
T10	53.3	Leg	A325N	1.2500	6	49.649	87.220	0.569	✓	1	Bolt Tension
		Diagonal	A325N	0.7500	1	10.245	15.769	0.650	✓	1	Member Bearing
		Top Girt	A325N	0.7500	1	5.912	12.615	0.469	✓	1	Member Bearing
T11	40	Leg	A325N	1.2500	6	55.689	87.220	0.638	✓	1	Bolt Tension
		Diagonal	A325N	0.7500	1	11.341	15.769	0.719	✓	1	Member Bearing
T12	20	Diagonal	A325N	0.7500	1	12.616	18.922	0.667	✓	1	Member Bearing

Compression Checks

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Leg Design Data (Compression)

Section No.	Elevation	Size	L	L_u	Kl/r	A	P_u	ϕP_n	Ratio $\frac{P_u}{\phi P_n}$
	ft		ft	ft		in^2	K	K	
T1	200 - 180	2	20.000	4.000	96.0 K=1.00	3.1416	-29.825	72.063	0.414 [1] ✔
T2	180 - 160	2 1/2	20.000	4.000	76.8 K=1.00	4.9087	-91.696	143.512	0.639 [1] ✔
T3	160 - 152	2 3/4	8.013	4.007	69.9 K=1.00	5.9396	-113.129	186.923	0.605 [1] ✔
T4	152 - 140	2 3/4	12.020	4.007	69.9 K=1.00	5.9396	-137.351	186.923	0.735 [1] ✔
T5	140 - 120	3 1/4	20.033	5.008	74.0 K=1.00	8.2958	-175.576	250.223	0.702 [1] ✔
T6	120 - 100	3 1/2	20.033	5.008	68.7 K=1.00	9.6211	-214.520	306.641	0.700 [1] ✔
T7	100 - 80	3 3/4	20.033	5.008	64.1 K=1.00	11.0447	-255.779	368.015	0.695 [1] ✔
T8	80 - 60	4 1/4	20.033	6.678	75.4 K=1.00	14.1863	-296.911	421.170	0.705 [1] ✔
T9	60 - 53.3	4 1/2	6.711	6.711	71.6 K=1.00	15.9043	-311.262	492.047	0.633 [1] ✔
T10	53.3 - 40	4 1/2	13.322	6.661	71.1 K=1.00	15.9043	-340.883	494.787	0.689 [1] ✔
T11	40 - 20	4 3/4	20.033	6.678	67.5 K=1.00	17.7205	-385.922	571.599	0.675 [1] ✔
T12	20 - 0	5	20.033	6.678	64.1 K=1.00	19.6350	-431.712	654.248	0.660 [1] ✔

[1] P_u / ϕP_n controls

Diagonal Design Data (Compression)

Section No.	Elevation	Size	L	L_u	Kl/r	A	P_u	ϕP_n	Ratio $\frac{P_u}{\phi P_n}$
	ft		ft	ft		in^2	K	K	
T1	200 - 180	L1 3/4x1 3/4x1/4	6.403	2.975	108.4 K=1.04	0.8125	-4.707	18.435	0.255 [1] ✔
T2	180 - 160	L2x2x5/16	6.403	2.948	98.0 K=1.08	1.1500	-7.318	28.887	0.253 [1] ✔
T3	160 - 152	L1 3/4x1 3/4x3/16	6.883	3.304	116.6 K=1.01	0.6211	-4.102	12.805	0.320 [1] ✔
T4	152 - 140	L1 3/4x1 3/4x3/16	7.890	3.808	133.1 K=1.00	0.6211	-4.363	10.040	0.435 [1] ✔
T5	140 - 120	L2x2x1/4	10.079	4.908	150.6 K=1.00	0.9380	-5.364	11.834	0.453 [1] ✔
T6	120 - 100	L2 1/2x2 1/2x3/16	11.857	5.786	140.3 K=1.00	0.9020	-6.327	13.124	0.482 [1] ✔
T7	100 - 80	L3x4x1/4	13.696	6.695	123.4 K=1.00	1.6900	-7.660	31.586	0.243 [1] ✔
T8	80 - 60	L3x3 1/2x3/8	16.112	7.925	152.2	2.3000	-9.110	28.435	0.320 [1]

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Section No.	Elevation ft	Size	L ft	L_u ft	Kl/r	A in^2	P_u K	ϕP_n K	Ratio $\frac{P_u}{\phi P_n}$
					K=1.00				✓
T9	60 - 53.3	L3 1/2x3 1/2x5/16	16.734	8.209	142.8 K=1.00	2.0900	-9.561	29.349	0.326 [1] ✓
T10	53.3 - 40	L3 1/2x3 1/2x5/16	17.945	8.815	153.3 K=1.00	2.0900	-10.388	25.454	0.408 [1] ✓
T11	40 - 20	L3 1/2x4x5/16	19.822	9.743	160.2 K=1.00	2.2500	-11.572	25.108	0.461 [1] ✓
T12	20 - 0	L4x4x3/8	21.716	10.679	162.6 K=1.00	2.8600	-12.921	30.953	0.417 [1] ✓

[1] P_u / ϕP_n controls

Top Girt Design Data (Compression)

Section No.	Elevation ft	Size	L ft	L_u ft	Kl/r	A in^2	P_u K	ϕP_n K	Ratio $\frac{P_u}{\phi P_n}$
T1	200 - 180	L1 3/4x1 3/4x3/16	5.000	4.594	160.5 K=1.00	0.6211	-0.508	6.901	0.074 [1] ✓
T2	180 - 160	L1 3/4x1 3/4x3/16	5.000	4.552	159.0 K=1.00	0.6211	-1.588	7.027	0.226 [1] ✓
T3	160 - 152	L1 3/4x1 3/4x3/16	5.000	4.531	158.3 K=1.00	0.6211	-1.962	7.092	0.277 [1] ✓
T4	152 - 140	L2x2x1/4	5.800	5.331	163.6 K=1.00	0.9380	-2.382	10.028	0.238 [1] ✓
T7	100 - 80	L3 1/2 x 3 1/2 x 1/4	11.000	10.448	180.8 K=1.00	1.6875	-4.436	14.783	0.300 [1] ✓
T10	53.3 - 40	L4x4x1/4	15.667	15.021	226.7 K=1.00	1.9400	-5.912	10.801	0.547 [1] ✓
		KL/R > 200 (C) - 234							

[1] P_u / ϕP_n controls

Tension Checks

Leg Design Data (Tension)

Section No.	Elevation ft	Size	L ft	L_u ft	Kl/r	A in^2	P_u K	ϕP_n K	Ratio $\frac{P_u}{\phi P_n}$
T1	200 - 180	2	20.000	4.000	96.0	3.1416	25.554	141.372	0.181 [1] ✓
T2	180 - 160	2 1/2	20.000	4.000	76.8	4.9087	83.247	220.893	0.377 [1] ✓
T3	160 - 152	2 3/4	8.013	4.007	69.9	5.9396	102.943	267.281	0.385 [1]

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Section No.	Elevation ft	Size	L ft	L_u ft	Kl/r	A in^2	P_u K	ϕP_n K	Ratio $\frac{P_u}{\phi P_n}$
T4	152 - 140	2 3/4	12.020	4.007	69.9	5.9396	124.930	267.281	0.467 [1]
T5	140 - 120	3 1/4	20.033	5.008	74.0	8.2958	158.945	373.310	0.426 [1]
T6	120 - 100	3 1/2	20.033	5.008	68.7	9.6211	193.071	432.951	0.446 [1]
T7	100 - 80	3 3/4	20.033	5.008	64.1	11.0447	228.021	497.010	0.459 [1]
T8	80 - 60	4 1/4	20.033	6.678	75.4	14.1863	262.121	638.381	0.411 [1]
T9	60 - 53.3	4 1/2	6.711	6.711	71.6	15.9043	273.875	715.694	0.383 [1]
T10	53.3 - 40	4 1/2	13.322	6.661	71.1	15.9043	297.892	715.694	0.416 [1]
T11	40 - 20	4 3/4	20.033	6.678	67.5	17.7205	334.131	797.425	0.419 [1]
T12	20 - 0	5	20.033	6.678	64.1	19.6350	369.911	883.573	0.419 [1]

[1] P_u / ϕP_n controls

Diagonal Design Data (Tension)

Section No.	Elevation ft	Size	L ft	L_u ft	Kl/r	A in^2	P_u K	ϕP_n K	Ratio $\frac{P_u}{\phi P_n}$
T1	200 - 180	L1 3/4x1 3/4x1/4	6.403	2.975	70.2	0.4688	4.654	20.391	0.228 [1]
T2	180 - 160	L2x2x5/16	6.403	2.948	61.3	0.6867	7.109	29.872	0.238 [1]
T3	160 - 152	L1 3/4x1 3/4x3/16	6.883	3.304	76.5	0.3604	4.008	15.675	0.256 [1]
T4	152 - 140	L1 3/4x1 3/4x3/16	7.890	3.808	87.8	0.3604	4.242	15.675	0.271 [1]
T5	140 - 120	L2x2x1/4	10.079	4.908	99.1	0.5629	5.246	24.485	0.214 [1]
T6	120 - 100	L2 1/2x2 1/2x3/16	11.857	5.786	91.1	0.5710	6.176	24.840	0.249 [1]
T7	100 - 80	L3x4x1/4	13.696	6.695	91.2	1.1269	7.520	49.019	0.153 [1]
T8	80 - 60	L3x3 1/2x3/8	16.112	7.925	107.6	1.5141	8.945	65.862	0.136 [1]
T9	60 - 53.3	L3 1/2x3 1/2x5/16	16.734	8.209	92.7	1.3624	9.410	59.265	0.159 [1]
T10	53.3 - 40	L3 1/2x3 1/2x5/16	17.945	8.815	99.4	1.3624	10.245	59.265	0.173 [1]
T11	40 - 20	L3 1/2x4x5/16	19.822	9.743	110.8	1.4824	11.341	64.485	0.176 [1]

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Section No.	Elevation ft	Size	L ft	L_u ft	Kl/r	A in^2	P_u K	ϕP_n K	Ratio $\frac{P_u}{\phi P_n}$
T12	20 - 0	L4x4x3/8	21.716	10.679	105.5	1.8989	12.616	82.602	0.153 [1] ✔

[1] P_u / ϕP_n controls

Top Girt Design Data (Tension)

Section No.	Elevation ft	Size	L ft	L_u ft	Kl/r	A in^2	P_u K	ϕP_n K	Ratio $\frac{P_u}{\phi P_n}$
T1	200 - 180	L1 3/4x1 3/4x3/16	5.000	4.594	108.0	0.3604	0.500	15.675	0.032 [1] ✔
T2	180 - 160	L1 3/4x1 3/4x3/16	5.000	4.552	107.1	0.3604	1.588	15.675	0.101 [1] ✔
T3	160 - 152	L1 3/4x1 3/4x3/16	5.000	4.531	106.6	0.3604	1.962	15.675	0.125 [1] ✔
T4	152 - 140	L2x2x1/4	5.800	5.331	109.8	0.5629	2.382	24.485	0.097 [1] ✔
T7	100 - 80	L3 1/2 x 3 1/2 x 1/4	11.000	10.448	117.5	1.1250	4.436	48.938	0.091 [1] ✔
T10	53.3 - 40	L4x4x1/4	15.667	15.021	146.8	1.2909	5.912	56.156	0.105 [1] ✔

[1] P_u / ϕP_n controls

Section Capacity Table

Section No.	Elevation ft	Component Type	Size	Critical Element	P K	ϕP_{allow} K	% Capacity	Pass Fail
T1	200 - 180	Leg	2	1	-29.825	72.063	41.4	Pass
T2	180 - 160	Leg	2 1/2	37	-91.696	143.512	63.9	Pass
T3	160 - 152	Leg	2 3/4	73	-113.129	186.923	60.5	Pass
T4	152 - 140	Leg	2 3/4	91	-137.351	186.923	73.5	Pass
T5	140 - 120	Leg	3 1/4	115	-175.576	250.223	70.2	Pass
T6	120 - 100	Leg	3 1/2	142	-214.520	306.641	70.0	Pass
T7	100 - 80	Leg	3 3/4	169	-255.779	368.015	69.5	Pass
T8	80 - 60	Leg	4 1/4	199	-296.911	421.170	70.5	Pass
T9	60 - 53.3	Leg	4 1/2	220	-311.262	492.047	63.3	Pass
T10	53.3 - 40	Leg	4 1/2	229	-340.883	494.787	68.9	Pass
T11	40 - 20	Leg	4 3/4	247	-385.922	571.599	67.5	Pass
T12	20 - 0	Leg	5	268	-431.712	654.248	66.0	Pass
T1	200 - 180	Diagonal	L1 3/4x1 3/4x1/4	8	-4.707	18.435	25.5	Pass
T2	180 - 160	Diagonal	L2x2x5/16	44	-7.318	28.887	25.3	Pass
T3	160 - 152	Diagonal	L1 3/4x1 3/4x3/16	83	-4.102	12.805	32.0	Pass
T4	152 - 140	Diagonal	L1 3/4x1 3/4x3/16	101	-4.363	10.040	43.5	Pass
T5	140 - 120	Diagonal	L2x2x1/4	122	-5.364	11.834	45.3	Pass
T6	120 - 100	Diagonal	L2 1/2x2 1/2x3/16	149	-6.327	13.124	48.2	Pass
T7	100 - 80	Diagonal	L3x4x1/4	179	-7.660	31.586	24.3	Pass
T8	80 - 60	Diagonal	L3x3 1/2x3/8	206	-9.110	28.435	32.0	Pass

tnxTower	Job: 188648	Page: 27 of 27
Bennett & Pless 750 Park of Commerce Blvd. Ste 200 Boca Raton, FL 33487 Phone: 561-288-1187 FAX:	Project: Avon Park Correctional 200FT SST	Date: 11:11:37 05/06/21
	Client: CBVR	Designed by: kkadam

Section No.	Elevation ft	Component Type	Size	Critical Element	P K	ϕP_{allow} K	% Capacity	Pass Fail
T9	60 - 53.3	Diagonal	L3 1/2x3 1/2x5/16	227	-9.561	29.349	32.6	Pass
T10	53.3 - 40	Diagonal	L3 1/2x3 1/2x5/16	239	-10.388	25.454	40.8	Pass
T11	40 - 20	Diagonal	L3 1/2x4x5/16	254	-11.572	25.108	46.1	Pass
T12	20 - 0	Diagonal	L4x4x3/8	275	-12.921	30.953	41.7	Pass
T1	200 - 180	Top Girt	L1 3/4x1 3/4x3/16	5	-0.508	6.901	7.4	Pass
T2	180 - 160	Top Girt	L1 3/4x1 3/4x3/16	42	-1.588	7.027	22.6	Pass
T3	160 - 152	Top Girt	L1 3/4x1 3/4x3/16	78	-1.962	7.092	27.7	Pass
T4	152 - 140	Top Girt	L2x2x1/4	96	-2.382	10.028	23.8	Pass
T7	100 - 80	Top Girt	L3 1/2 x 3 1/2 x 1/4	174	-4.436	14.783	30.0	Pass
T10	53.3 - 40	Top Girt	L4x4x1/4	234	-5.912	10.801	54.7	Pass
							Summary	
						Leg (T4)	73.5	Pass
						Diagonal (T6)	48.2	Pass
						Top Girt (T10)	54.7	Pass
						Bolt Checks	88.0	Pass
						RATING =	**88.0**	**Pass**

Program Version 8.0.9.0 - 4/12/2021 File:Z:/Shared/Projects/2021/21.03.000 - Boca Raton/21.03.001.xxx - CBVR/21.03.001.052 - 188648 - Avon Park Correctional Tower SA (VZW)/Calcs/188648 - Avon Park Correctional SS Tower SA.eri

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 17, 2021

PRESENTER:	**Sarah Beth Rogers, Children's Advocacy Center Manager**
SUBJECT/TITLE:	**Request approval of Budget Amendment 20-21-120 and associated Resolution to set up Project 20064, a subcontract between Florida's Network of children's Advocacy Centers and Highlands County Board of County Commissioners.**

STATEMENT OF ISSUE

The Florida Network of Children's Advocacy Centers has allocated $63,190.64 to the Children's Advocacy Center (CAC) to be used for salaries, operating supplies, and education and training. Dollars are reimbursed monthly.

RECOMMENDED ACTION

Move to approve Budget Amendment 20-21-120 and associated Resolution to set up Project 20064, a subcontract between Florida's Network of children's Advocacy Centers and Highlands County Board of County Commissioners.

FISCAL IMPACT

The Fiscal Impact will be an increase to the General Fund (005), Cost Center 3995 (Children's Advocacy Center) in the amount of $63,190.64.

Attachments: 20-21-120 Project 20064 FNCAC 21-22 (BA).pdf
20-21-120R Project 20064 FNCAC 21-22.pdf

APPROVED
BOARD OF COUNTY COMMISSIONERS
July 22, 2021
O.M.B DEPARTMENT
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **7/20/2021**

SUBMITTED BY: **Mercedes McNew**

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

PROJECT(S) #: **20064** PROJECT TITLE(S): **FNCAC 21/22** COST CENTER TITLE(S): **Children's Advocacy Center**
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	005		3346900Z	Other Human Services Project	20064	0.00	63,190.64		63,190.64
E	005	3995	51200Z	Project Regular Salaries	20064	0.00	31,537.21		31,537.21
E	005	3995	53400Z	Project Contractual Services	20064	0.00	11,111.11		11,111.11
E	005	3995	55100Z	Project Office Supplies	20064	0.00	3,000.00		3,000.00
E	005	3995	54700Z	Project Printing and Binding	20064	0.00	2,000.00		2,000.00
E	005	3995	55403Z	Project Education and Training	20064	0.00	9,425.49		9,425.49
E	005	3995	55200Z	Project Operating Supplies	20064	0.00	1,422.09		1,422.09

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

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **20-21-120**

ACTION:
Board ____ Approved ____ Denied
County Administrator ____ Approved ____ Denied

SIGNATURE: _____

DATE: ____ / ____ / ____

TRANSFER TYPE:

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

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

REQUEST NUMBER 20-21-120

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	005	3995	55404Z	Project Dues & Memberships	20064	-	3,694.74		3,694.74
E	005	3995	54000Z	Project Travel & Per Diem	20064	-	1,000.00		1,000.00
									-
									-
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Form Revised 08/05/2020

RESOLUTION NO. 20-21- _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR HIGHLANDS COUNTY, FLORIDA AUTHORIZING THE AMENDMENT TO THE GENERAL FUND.

WHEREAS, Section 129.06, Florida Statute (Execution and Amendment of Budget) provides that the Board of County Commissioners may by resolution or by motion in the minutes execute and amend the budget; and

WHEREAS, the following budget amendment is necessary and proper within the General Fund; and

WHEREAS, to appropriate funding in the amount of $63,190.64 for project # 20064 FNCAC 21-22 that will be received from the Florida Network of Children's Advocacy Centers (FNCAC); and

WHEREAS, the funds must be appropriated to be used for direct services to victims of child abuse or their family members.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Highlands County, Florida this_____day of _____, 2021 that budget amendment 20-21-120 is hereby approved and authorized.

BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA

_____
Chairperson

Attest: _____
Clerk of Courts

Approved as to Budgetary Requirements

_____
OMB Department

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 3, 2021

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

SUBJECT/TITLE: **Request approval of Budget Amendment 20-21-122 and accompanying Resolution for realigning funds in the amount of $105,000.00 for upgrades to seven Road and Bridge facilities.**

STATEMENT OF ISSUE

This budget amendment is requesting the realignment of funds in the amount of $105,000.00. Closing out Project #19026 - Admin Office Space Remodel; Remove available balance from Project 20006 - R&B Equipment; Bring Fund Balance forward for the difference and transfer all into Project #20065 - R&B Security Workstation Funds. The Project will include multiple improvements and upgrades across seven locations within the Road & Bridge Department. These include the following: Executime Kiosks for employees, Proxy Card Readers, computer workstations, security upgrades, EVO Door control modules, and facility gate access mag-locks.

RECOMMENDED ACTION

Move to approve Budget Amendment 20-21-122 and accompanying Resolution for realigning funds in the amount of $105,000.00 for upgrades to seven Road and Bridge facilities.

FISCAL IMPACT

The fiscal impact is an increase to Fund 151 (Infrastructure Surtax) and the overall budget in the amount of $34,759.85. This budget amendment is closing out Project #19026 - Admin Office Space Remodel and removing available balance from Project 20006 - R&B Equipment in the amounts of $55,773.45 and $14,466.70, respectively in addition to bringing Fund Balance forward for a total funding of $105,000 into Project #20065 - R&B Security Workstation Funds.

Attachments: 20-21-122 Proj 20065 R&B Security Workstations (BA).pdf
20-21-122R Proj 20065 Bal from 19026 & 20006 & 151 FB.pdf

APPROVED
BOARD OF COUNTY COMMISSIONERS
August 3, 2021
O.M.B DEPARTMENT
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **7/27/2021** SUBMITTED BY: **OMB**

FUND(S): **151** FUND TITLE(S): **Infrastructure Surtax** COST CENTER(S) #: **2672A / 4102A**

PROJECT(S) #: **19026 / 20006 / 20065** PROJECT TITLE(S): **Admin Office Space Remodel / R&B Equipment / R&B Security Workstation Fnds** COST CENTER TITLE(S): **Facilities Management 151 / Transportation Projects**
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	151		3999100Z	Project Fund Balance Brought Forward	19026	56,134.33		55,773.45	360.88
E	151	2672A	56300Z	Project Improvements	19026	57,454.33		55,773.45	1,680.88
R	151		3999100Z	Project Fund Balance Brought Forward	20065	0.00	55,773.45		55,773.45
E	151	4102A	56300Z	Project Improvements	20065	0.00	55,773.45		55,773.45
E	151	4102A	56400Z	Project Equipment	20006	1,080,000.00		14,466.70	1,065,533.30
E	151	4102A	56300Z	Project Improvements	20065	55,773.45	14,466.70		70,240.15
R	151		3999100	Fund Balance Brought Forward		743,911.13	34,759.85		778,670.98
E	151	4102A	56300Z	Project Improvements	20065	70,240.15	34,759.85		105,000.00

REASON: **To Close out Project #19026 - Admin Office Space Remodel; Remove available balance from Project 20006 - R&B Equipment; Bring Fund Balance forward for the difference and transfer all into Project #20065 - R&B Security Workstation Fnds.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # 20-21-122

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

SIGNATURE: _____

DATE: ____/____/____

TRANSFER TYPE:

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

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

RESOLUTION NUMBER 20-21-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR HIGHLANDS COUNTY, FLORIDA AUTHORIZING AMENDMENT TO THE INFRASTRUCTURE SURTAX FUND.

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

WHEREAS, the following budget amendment is necessary and proper within the Infrastructure Surtax Fund; and

WHEREAS, to close out and remove funding from Project 19026 Admin Office Space Remodel in the amount of $55,773.45; and

WHEREAS, to remove the available balance from Project 20006 R&B Equipment in the amount of $14,466.70; and

WHEREAS, to bring fund balance brought forward for the difference in the amount of $34,759.85; and

WHEREAS, to appropriate those funds into Project 20065 R&B Security Workstation Funds for a total project amount of $105,000.00.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Highlands County, Florida this _____ day of _____ , 2021 that budget amendment 20-21-122 is hereby approved and authorized.

BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA

_____
Chairperson

Attest: _____
Clerk of Courts

Approved as to Budgetary Requirements

_____
OMB Department

G:\BUS\OMB\.New OMB (To be retained)\BUDGET AMENDMENTS\Resolutions\Resolutions 2020-21\20-21-122R Proj 20065 Bal from 19026 & 20006 & 151 FB.docx

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 17, 2021

PRESENTER: **LaTosha Reiss, Emergency Management Manager**

SUBJECT/TITLE: **Request approval of the 2021-2022 Emergency Management Preparedness and Assistance Grant (EMPA) and Emergency Management Performance Grant (EMPG) agreements.**

STATEMENT OF ISSUE

The 2021-2022 Emergency Management Preparedness and Assistance Grant (EMPA) agreement is for $105,806.00. This is a recurring state grant for Emergency Management to assist in operational funding. The 2021-2022 Emergency Management Performance Grant Agreement is for $59,803.00. This is a recurring federal grant for Emergency Management to assist in operational funding. Both of these make up the BASE grant funding for Emergency Management.

RECOMMENDED ACTION

Move to approve the 2021-2022 Emergency Management Preparedness and Assistance Grant (EMPA) and Emergency Management Performance Grant (EMPG) agreements.

FISCAL IMPACT

The fiscal impact will be an increase to Fund 005 (General) in the amount of $165,609.00; $105,806.00 from the EMPA grant and $59,803.00 from the EMPG grant and is used to supplement cost center 3991 (Local Emergency Mgmt).

Attachments: FY_2021-2022_EMPA_Highlands_County_A0186.pdf
FY_2021-2022_EMPG_Highlands_County_Agreement_G0271.pdf

Agreement Number: A0186

STATE-FUNDED GRANT AGREEMENT

EMERGENCY PREPARDNESS AND ASSISTANCE GRANT

As defined by 27P-19.002(1), "Base Grant" means "those funds allocated in accordance with the formula in Rule 27P-19.005, F.A.C., as a minimum allocation to County Emergency Management Agencies."

As defined by 27P-19.002(3), "County Emergency Management Agency" means "one of the sixty-seven (67) emergency management agencies authorized, established and maintained by each county pursuant to Section 252.38,F.S."

As defined by 27P-19.002(4), "Division" means "the Division of Emergency Management, Executive Office of the Governor."

As defined by 27P-19.005(1) Base Grants Shall be awarded to a county for the use and benefit of the County Emergency Management Agency.

As defined by 27P-19.005(2) Funds shall be allocated to implement and administer county emergency management programs including management and administration, training and operations. All allocations shall be subject to any pertinent Legislative appropriations.

Recipient's name:	**Highlands County**
Recipient's unique entity identifier (DUNS):	
Award Date:	July 1, 2021
Period of Performance Start and End Date:	**July 1, 2021 – June 30, 2022**
Amount of State Funds Obligated by this Agreement:	**$105,806.00**
Florida Accountability Contract Tracking System (see FACTS):	Section 215.97, Florida Statutes of Florida Single Audit; note if the resources awarded to the recipient represent more than one State Project, provide the same information shown below for each State Project and show total. State Financial Assistance Awarded that is subject to section 215.97, Florida Statutes.
Name of Awarding Agency:	Florida Division of Emergency Management
Contact information for the Awarding Agency:	Nee Edwards (850) 815-4340
Catalog of State Financial Assistance (CSFA) Name:	Emergency Management-Trust Fund
Catalog of State Financial Assistance (CSFA) Number:	31.063
Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this agreement are as Follows:	Federal Program: (1.) 2 C.F.R. 200 Uniform Administrative Requirements for Federal Grants
Compliance Requirements Applicable to State Resources Awarded Pursuant to this agreement are as Follows:	State Program: (1.) Rule 27-P, Florida Administrative Code (2.) Section 215.97, Section 215.971, Section 252.371-373, and Florida Statutes (3.) Reference Guide for State Expenditures
Matching Resources for Federal Programs:	Federal Program: N/A

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

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

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

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

THEREFORE, the Division AND Recipient agree to the following:

(1) SCOPE OF WORK

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

(2) INCORPORATION OF LAWS, RULES, REGULATIONS, AND POLICIES

(a) As required by section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

(b) In addition to the foregoing, the Recipient and the Division shall be governed by all applicable State and Federal laws, rules, and regulations, including those identified in the Scope of Work (Attachment A). Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) PERIOD OF AGREEMENT

(a) This Agreement shall begin **July 1, 2021** upon execution by both parties and shall end on **June 30, 2022**, unless terminated earlier in accordance with the provisions of Paragraph (12) TERMINATION. In accordance with section 215.971(1)(d), Florida Statutes, the Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(4) FUNDING CONSIDERATION

(a) This is a cost-reimbursement Agreement, subject to the availability of funds.

(b) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.

(c) The Division will reimburse the Recipient only for allowable costs incurred by the Recipient for the completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in the Proposed Budget Detail Worksheet (Attachment A (2)) and Scope of Work (Attachment A). The maximum reimbursement amount for the entirety of this Agreement is **$105,806.00**.

(d) The Division will review any request for reimbursement by comparing the documentation provided by the Recipient against a performance measure, outlined in Scope of Work (Attachment A) and Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Attachment C) which clearly delineates:

i The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

(e) The Division's Grant Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the period of agreement and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Recipient.

(f) For the purposes of this Agreement, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any

payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(g) As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accord with section 112.061, Florida Statutes. The Recipient must submit submission of the claim on either their local travel voucher with supporting documentation and their local travel policy, or on the approved state travel voucher.

(5) REPORTS

(a) The Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Recipient and all Recipients and subcontractors in completing the work described in the Scope of Work (Attachment A) and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

(b) Quarterly reports are due to the Division no later than forty-five (45) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are September 30, December 31, March 31, and June 30.

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

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

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

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

(6) MONITORING

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

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

(7) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes.

(8) AUDITS

(a) In accounting for the receipt and expenditure of funds under this Agreement, the Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

(b) When conducting an audit of the Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

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

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

(e) The Recipient shall send copies of reporting packages required under this paragraph directly to each of the following:

The Division of Emergency Management

DEMSingle_Audit@em.myflorida.com

DEMSingle_Audit@em.myflorida.com

OR

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

The Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

(9) LIABILITY

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

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

(10) DEFAULT

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

(a) If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If material adverse changes occur in the financial condition of the Recipient at any time during the period of agreement, and the Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division.

(c) If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete, or insufficient information;

(d) If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(11) REMEDIES

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

(a) Terminate this Agreement, provided that the Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in Paragraph (3) herein;

(b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds;

(e) Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance;

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected;

iii. Advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or;

iv. Require the Recipient to reimburse the Division for costs incurred for any items determined to be ineligible;

(f) Exercise any other rights or remedies which may be available under law.

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

remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient .

(12) TERMINATION

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

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

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

(d) In the event this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of this Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of this Agreement by the Recipient. The Division may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Division from the Recipient is determined.

(13) PROCUREMENT

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

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

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

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

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (12) above; and,

ii. Refuse to reimburse the Recipient for any costs associated with that solicitation.

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

Recipient executes a subcontract after receiving a communication from the Division that the subcontract is non-compliant, then the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in Paragraph (12) above; and,

ii. Refuse to reimburse the Recipient for any costs associated with that subcontract.

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

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

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

i. Place unreasonable requirements on firms in order for them to qualify to do business;

ii. Require unnecessary experience or excessive bonding;

iii. Use noncompetitive pricing practices between firms or between affiliated companies;

iv. Execute noncompetitive contracts to consultants that are on retainer contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

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

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

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

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

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

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

(14) ATTACHMENTS AND EXHIBITS

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

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

(c) This Agreement has the following attachments:

Exhibit 1 – Audit Requirements

Exhibit 2 – Single Audits

Exhibit 3 – 27P-19 Administrative Code – EM Director or Part-Time Coordinator Certification

Attachment A – Scope of Work

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

Attachment A (2) – Proposed Program Budget Detail Worksheet

Attachment A (3) – Quarterly Reports

Attachment B – Justification of Advance Payment

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

Attachment D – Warranties and Representations

Attachment E – Statement of Assurances

Attachment F – Statewide Mutual Aid Agreement Instructions

Attachment F (1) – Statewide Mutual Aid Agreement List

Attachment G – Response Capabilities

Attachment H – Hurricane Retrofit Shelter

Attachment I – Recovery Capabilities

Attachment J – Reporting Forms

(15) NOTICE OF CONTACT

(a) All notices provided by Recipient under or pursuant to this Agreement shall be in writing to Division's Grant Manager and delivered by standard or electronic mail using the correct information provided in Subparagraph 15(b) below.

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

Contractual Point of Contact
Nee Edwards Florida Division of Emergency Management 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 815-4340 Newarsa.Edwards@em.myflorida.com

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

Programmatic Point of Contact
Kizzy Caban Florida Division of Emergency Management 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 815-4348 Kizzy.Caban@em.myflorida.com

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

Name: LaTosha Reiss
Title: Emergency Management Director
Address: 6850 W. George Blvd. Sebring, FL 33875
Phone: 863-402-7400
Email: lreiss@hbcc.org

(16) PAYMENTS

(a) Any advance payment under this Agreement is subject to section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based, and a justification statement shall be included in this Agreement as Justification of Advance Payment as Attachment B. Justification of Advance Payment (Attachment B) will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

(b) Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within forty-five (45) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division Grant Manager as part of the Recipient's quarterly reporting as referenced in Paragraph (5) REPORTS of this Agreement.

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

(17) REPAYMENTS

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

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

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

(18) MANDATED CONDITIONS AND OTHER LAWS

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

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

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

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

(e) Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in

excess of $25,000.00 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

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

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

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

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

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

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

(h) In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment C) for each intended subcontractor which Recipient plans to fund under this Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.

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

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

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

of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

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

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

(19) FEDERAL REQUIREMENTS PERTAINING TO LOBBYING

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

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

(20) COPYRIGHT, PATENT AND TRADEMARK

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

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

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

material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

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

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

(21) LEGAL AUTHORIZATION.

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

(22) STATEMENT AND ASSURANCES

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

(23) RECORDS

(a) As a condition of receiving state financial assistance, and as required by sections 20.055(6)(c) and 215.97(5)(b), Florida Statutes, the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Recipient's personnel for the purpose of interview and discussion related to such documents. For the purposes of this section, the term "Recipient"

includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.

(b) The Recipient shall maintain all records related to this Agreement for the period of time specified in the appropriate retention schedule published by the Florida Department of State. Information regarding retention schedules can be obtained at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/.

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

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

(e) The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program

costs, in a form sufficient to determine compliance with the requirements and objectives of the Attachment A(2) – Proposed Budget Detail Worksheet and Scope of Work (Attachment A) - and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(24) TERMS AND CONDITION

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

(25) EXECUTION

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

(26) MODIFICATION

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

(27) CONSTRUCTION and RENOVATION

Construction and renovation projects for a local government's principal Emergency Operations Center (EOC), are allowable under the EMPA Program. The Division must provide written approval prior to the use of any EMPA Program funds for construction or renovation. Requests for EMPA Program funds for construction of an EOC must be accompanied by a justification to their EMPA Grant Manager for review and processing. The above examples are not intended to exclude other construction projects as potentially allowable costs. For example, construction of a facility for the storage of critical emergency supplies, as a Point of Distribution (POD) for emergency distribution, and/or to serve as a staging area for deployment of emergency response resources is potentially an allowable expense. Other construction or renovation projects, such as a secondary or local EOC, will be considered on a case-by-case basis, with advance written approval.

(28) REAL PROPERTY

Section 287.05805, Florida Statutes, Contract requirement for use of state funds to purchase or improve real property.—Each state agency shall include in its standard contract document a requirement that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

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

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

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (i). through v. of this subparagraph.

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

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

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

STATE OF FLORIDA

FLORIDA DIVISION OF EMERGENCY MANAGEMENT

STATE - FUNDED SUBAWARD AND GRANT AGREEMENT

SIGNATURE PAGE

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

RECIPIENT: HIGHLANDS COUNTY

By: _____

Scott Kirouac, Board Chairman - Highlands County Board of County Commissioners

(Name and Title)

Date: August 17, 2021

Attest: _____ (SEAL)
(Jerome Kaszubowski, Clerk)

59-6000655

Federal Identification Number

053 222 506

DUNS Number

A0186

Agreement Number

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____

_____

(Kevin Guthrie, Division Director)

Date: _____

FY 2021 – 2022 EMPA AGREEMENT
EXHIBIT 1 – AUDIT REQUIREMENTS

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

MONITORING

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

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

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

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

AUDITS

The Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F. In accounting for the receipt and expenditure of funds under this Agreement, the Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

When conducting an audit of the Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

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

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

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

DEMSingle_Audit@em.myflorida.com

OR

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

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

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

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

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

REPORTS

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

(b) Quarterly reports are due to the Division no later than forty-five (45) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are September 30, December 31, March 31, and June 30.

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

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

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

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

FY 2021 – 2022 EMPA AGREEMENT
EXHIBIT 2 – SINGLE AUDITS

AUDIT COMPLIANCE CERTIFICATION	
Email a copy of this form at the time of agreement submission to the Division at: DEMSingle_Audit@em.myflorida.com.	
Recipient: HIGHLANDS COUNTY	
FEIN:	**Sub- Recipient's Fiscal Year:**
Contact Name:	**Contact's Phone:**
Contact's Email:	

1. Did Recipient expend the State Financial Assistance, during its fiscal year, that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Recipient and the Florida Division of Emergency Management (Division)? ☐Yes ☐No

   If the above answer is yes, answer the following before proceeding to item 2.

   Did Recipient exceed $750,000 or more of State financial assistance (from DIVISION and all other sources of State financial assistance combined) during its fiscal year? ☐Yes ☐No

   If yes, Recipient certifies that it will timely comply with all applicable State single or project specific audit requirements of section 215.97(2)(i), Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did **Recipient** expend Federal awards during it fiscal year that it received under any agreement (e.g. contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Recipient and Division? ☐Yes ☐No

   If the above answer is yes, answer the following before proceeding to item 2.

   Did Recipient exceed $750,000 or more of State financial assistance (from Division and all other sources of State financial assistance combined) during its fiscal year? ☐Yes ☐No

   If yes, Recipient certifies that it will timely comply with all applicable single or program – specific audit requirements of title 2 C.F.R. part 200, subpart F, as adopted and supplement by DHS at 2 C.F.R. part 200.

By signing below, I certify, on behalf of Recipient, that the above representations for items 1 and 2 are correct.	
Signature of Authorized Representative	**Date**
Printed Name of Authorized Representative	**Title of Authorized Representative**

FY 2021 – 2022 EMPA AGREEMENT
EXHIBIT 3– 27-19 FLORIDA ADMINISTRATIVE CODE
EM DIRECTOR OR PART – TIME COORDINATOR CERTIFICATION

In accordance with the 2021-2022 Emergency Management Preparedness and Assistance Grant agreement, which shall begin July 1, 2021 and shall end on June 30, 2022, and to remain consistent with Rules 27P-19.005(4) and (5), Florida Administrative Code, in order to receive EMPA funding, each County Emergency Management Agency shall annually certify their commitment to employ and maintain either a Full-time Director or Part-time Coordinator, in their efforts to serve as liaison for and coordinator of municipalities' requests for state and federal assistance during post-disaster emergency operations.

Pursuant to Rule 27P-19.004, Florida Administrative Code, if the Recipient is a county with a population of 75,000 or more, then the Recipient shall employ a full-time county emergency management director. If the Recipient is a county with a population less than 75,000, or if the Recipient is a county that is a party to an inter-jurisdictional emergency management agreement entered into pursuant to Section 252.38(3)(b), F.S., then the Recipient shall employ either:

- An Emergency Management Coordinator who works at least 20 hours a week in that capacity; or,
- A full-time director.

I, _____ (Name) certify compliance with the aforementioned requirements for the 2021-2022 Emergency Management Preparedness and Assistance grant program.

_____ (Recipient) has employed an _____ (EM Director or an EM Coordinator) pursuant to Section 252.38(3)(b), Florida Statutes.

I, _____ also certify that I am the official representative for

_____(Recipient) and have authority to bind _____ (Recipient) to this certification of compliance.

Signed by: _____

Printed Name: _____

Title: _____

Date: _____

Phone/Email: _____

FY 2021 – 2022 EMPA AGREEMENT
ATTACHMENT A – SCOPE OF WORK

I. GENERAL POLICY

The intent of the Emergency Management Preparedness and Assistance Grant (EMPA) is to provide state funds to assist local governments in preparing for all hazards as authorized by section 252.373, Florida Statutes. EMPA shall be awarded to a county for the use and benefit of the County Emergency Management Agency. Funds shall be allocated to implement and administer county emergency management programs including management and administration. Recipient shall designate an individual, referred to by Division as the Grant Manager, who will be responsible for ensuring that the following activities are adhered to:

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

Consistent with Rule 27P-19.010(11), Florida Administrative Code, the Division shall determine allowable costs in accordance with 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

II. RECIPIENT RESPONSIBILITIES

Recipient shall support efforts to build and sustain core capabilities across the Prevention, Protection, Mitigation, Response, and Recovery mission areas described in the National Preparedness Goal.

Counties must be able to prepare for, respond to, recover from, and mitigate against natural and man-made disasters/emergencies. Each Emergency Management staff person paid from the grant must work the number hours and assume the responsibilities for the duties in their official position description as well as provide the coordination and support for all incidents within their jurisdiction.

TASKS AND QUARTERLY DELIVERABLES

The Recipient must successfully complete the following tasks and deliverables throughout the period of performance. Quarterly Tasks (Form1B) will need to be provided each quarter to show completion or progress towards the completion of each task. Quarterly deliverables must be submitted to the FDEM Grants Management System.

TASK 1: CERTIFICATION OF COUNTY EMERGENCY MANAGEMENT STAFF

A. EMERGENCY MANAGEMENT STAFF

Each County Emergency Management Agency must annually certify on (Exhibit 3) their commitment to employ and maintain either a Full-time Director or Part-time Coordinator consistent with Rule 27P-19.005(4) and (5), Florida Administrative Code.

Pursuant to section 252.38(1)(c), Florida Statutes, the County Emergency Management Agency shall perform emergency management functions throughout the territorial limits of the county in which it is organized. Additionally, the County Emergency Management Agency shall conduct such activities outside its territorial limits as required by law and in accordance with state and county emergency management plans and mutual aid agreements.

The County Emergency Management Agency shall serve as liaison for and coordinator of municipalities' requests for state and federal assistance during post-disaster emergency operations. If the Recipient is a county with a population of 75,000 or more, then the Recipient shall employ a full-time county emergency management director. If the Recipient is a county with a population less than 75,000, or if the Recipient is a county that is a party to an inter-jurisdictional emergency management agreement entered into pursuant to section 252.38(3)(b), Florida Statutes then the Recipient shall employ either:

- An Emergency Management Coordinator who works at least twenty (20) hours a week in that capacity; or,
- A full-time director

In order to demonstrate successful completion of task 1 for quarter 1, the Recipient must submit the following items in the Division's SharePoint portal, Salesforce system and WEBEOC:

DELIVERABLES:

- **The Division Exhibit 3**, Certification letter for the full-time Emergency Management Director or part-time Coordinator, in accordance with Rule 27P-19.004, Florida Administrative Code each quarter;
- **The Division Form 4** – Staffing Detail and position descriptions for funded emergency management staff;
- A **Quarterly Report** as outlined in Quarterly Reports (Attachment A(3)); and

- The full-time Emergency Management Director's or part-time Coordinator's **certified timesheets** or **paystubs.**

Reporting Requirements:

Quarter 1	Quarter 2	Quarter 3	Quarter 4
Deliverables Due	**Submit – Updates Only**	**Submit – Updates Only**	**Submit – Updates Only**

TASK 2: LOCAL BUDGET MATCH CERTIFICATION

A. MATCH

Throughout the period of this Agreement, and as required by Rule 27P-19.011(1), Florida Administrative Code, the Recipient shall match EMPA grant funds "at the amount either equal to the average of the previous three years' level of county general revenue funding for the County Emergency Management Agency budget or the level of funding for the County Emergency Management Agency budget for the last fiscal year, whichever is lower."

NOTE: Rule 27P-19.011(1), Florida Administrative Code, states: "County general revenue funding for 911 services, emergency medical services, law enforcement, criminal justice, public works or other services outside the emergency management responsibilities assigned to the County Emergency Management Agency by section 252.38, Florida Statutes., shall not be included in determining the "level of county funding of the County Emergency Management Agency.' "

In accordance with Rule 27P-19.011(2), Florida Administrative Code, and if "exceptional financial circumstances" exist, then the Recipient may request from the Division a match reduction.

In order to demonstrate successful completion of task 2 for quarter 2, the Recipient must submit the following items in the Division's Salesforce system:

DELIVERABLES:

- **The Division Form 3** - Local Budget Match Certification;
- A copy of the current and accurate County Emergency Management Local Budget (General Revenue) including the budget approval date. All requests for a budget match reduction shall be requested no later than 45 days after the county budget has been approved;
- A copy of the local EM general revenue expenditure (general ledger) report.

Reporting Requirements:

Quarter 1	Quarter 2	Quarter 3	Quarter 4
N/A	Deliverables Due	Submit – Updates Only	Submit – Updates Only

TASK 3: RESPONSE CAPABILITIES

A. STATEWIDE MUTUAL AID AGREEMENT (SMAA)

Throughout the period of this Agreement, the Recipient must maintain a list of all signatories of the Statewide Mutual Aid Agreement (SMAA) and their contact information. Please note that the SMAA form was modified on February 26, 2018 and replaced the August 20, 2007 edition; however, any and all Agreements previously executed shall remain in full force and effect. Participating parties are encouraged to take the necessary steps to execute the most recent version. Instructions on how to obtain the latest version of the SMAA 2018 agreement is provided in **Attachment F**.

DELIVERABLES:

- Each County must submit the current excel SMAA list **(Attachment F (1))** for all entities (Cities, School Districts, Universities, Special Districts, Native American Tribes, etc.) in their Counties that have the latest SMAA 2018 agreement to the Mutual Aid Branch email: MutualAid@em.myflorida.com due no later than September 30, 2021.

In order to demonstrate successful completion of task 3 for quarter 1, the Recipient must submit the following items to the Mutual Aid Branch email: MutualAid@em.myflorida.com:

Reporting Requirements:

Quarter 1	Quarter 2	Quarter 3	Quarter 4
Deliverables Due	**Submit – Updates Only**	**Submit – Updates Only**	**Submit – Updates Only**

B. SITE IDENTIFICATION DATA/LOCATIONS AND STATEWIDE EMERGENCY SHELTER PLAN (SESP) SHELTER INVENTORY AND RETROFIT

Throughout the period of this Agreement, the Recipient must maintain current County Emergency Management Director and Alternate contacts and other contacts through the Division's SharePoint portal available at https://portal.floridadisaster.org, to include, but not limited to County Director and Alternate contacts and State Mutual Aid Agreement contacts;

The Recipient must maintain SharePoint site identification data including, but not limited to location and attribute information for fire stations, law enforcement, emergency medical services, emergency operations center(s) and call centers;

The Recipient must maintain WEBEOC (CSAs) and County Points of Distribution (PODs), and;

The Recipient must complete, and upload SESP Shelter Inventory and Retrofit information on the WEBEOC SESP Shelter Inventory board in accordance with Florida's statewide Hurricane Shelter Space Deficit Elimination program.

In order to demonstrate successful completion of task 3 for quarter 3, the Recipient must submit the following items in the Division's SharePoint Portal and WEBEOC:

DELIVERABLES:

- **Attachment G** - The Recipient must maintain current county emergency management and other contacts through the Division's SharePoint portal available at https://portal.floridadisaster.org to include County Director and Alternate contacts, State Mutual Aid Agreement contacts;
- **Attachment G** - Maintain site data in SharePoint to include location and attribute information for all fire stations, law enforcement, emergency medical services, emergency operations center(s) and call centers;
- **Attachment G** - Maintain site data in WEBEOC to include location and attribute information for all pre-identified sites for County Staging Areas (CSAs) and County Points of Distribution (PODs);
- **Attachment H** - Complete the SESP Shelter Inventory and Retrofit Items 1-8 on the WEBEOC SESP Shelter Inventory board no later than **March 31, 2022**.

Reporting Requirements:

Quarter 1	Quarter 2	Quarter 3	Quarter 4
N/A	N/A	Deliverables Due	Submit – Updates Only

TASK 4: RECOVERY CAPABILITIES

A. DISASTER RECOVERY CENTER LOCATIONS
Throughout the period of this Agreement, the Recipient must maintain potential Disaster Recovery Center (DRC) locations and provide basic information in WEBEOC which identifies physical location, contact persons, site characteristics, interior, office characteristics, phone service, and sketches.

In order to demonstrate successful completion of task 4 for quarter 4, the Recipient must submit the following items in WEBEOC:

DELIVERABLES

- **Attachment I** – Support of Recovery capabilities, identify potential Disaster Recovery Center (DRC) locations and provide basic information in WEBEOC.

Reporting Requirements:

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

FY 2021 – 2022 EMPA AGREEMENT
ATTACHMENT A (1)
ALLOWABE COSTS AND ELIGIBLE ACTIVITIES – BUDGET DIRECTIONS

I. CATEGORIES AND ELIGIBLE ACTIVITIES

The 2021 EMPA Funding Guidance allowable costs are divided into the following categories: **Planning, Organization, Equipment, Training, Exercise, and Management and Administration.**

A. PLANNING

Planning spans all five National Preparedness Goal (the Goal) mission areas and provides a baseline for determining potential threats and hazards, required capabilities, required resources, and establishes a framework for roles and responsibilities. Planning provides a methodical way to engage the whole community in the development of a strategic, operational, and/or community-based approach to preparedness.

Plans should have prior review and approval from the respective DEM state program. Funds may not be reimbursed for any plans that are not approved.

EMPA Program funds may be used to develop or enhance emergency management planning activities. Some examples include, but not limited to:

- Emergency Operation Plans/ Local Comprehensive Emergency Management Planning
- Communications Plans
- Administrative Plans
- Whole Community Engagement/Planning
- Resource Management Planning
- Sheltering and Evacuation Planning
- Recovery Planning
- Continuity Plans

For planning expenditures to qualify for reimbursement under this Agreement, the Recipient must submit a final plan to the Division and the Division's Natural Hazard Planning Manager must approve that plan. As part of any request for reimbursement for planning expenditures, the Recipient must submit the following to the Division:

- Copies of contracts or agreements prior to contracting with consultants or sub-contractors providing services;
- Invoice from any consultant/contractor involved in the planning (Note – grant agreement must be referenced on the invoice);
- Copies of all planning materials and work product (e.g. meeting documents, copies of plans);
- If a meeting was held by Recipient, an agenda and signup sheet with meeting date must be included;
- Proof of payment (e.g. canceled check, electronic funds transfer, credit card statement);
- Complete debarment form and/or Sam.gov for any contractors/consultants;
- Proof of purchase methodology (e.g. quotes, sole source, state contract, competitive bid results);
- Invoices and proof of payment for Travel costs (e.g., airfare, mileage, per diem, hotel) related to planning activities.

B. OPERATIONAL

EMPA Program funds may be used for all day-to-day preparedness activities in support of the four phases of emergency management (preparedness, response, recovery, and mitigation). Reimbursable personnel costs include salary, overtime, and backfill, compensatory time off, and associated fringe benefits.

Rules 27P-19.004 and 27P-19.0061, Florida Administrative Code., outline the minimum performance level (definition below). Each Emergency Management staff person must be available to work the number of hours and assume the responsibilities for the duties in their official position description as well as provide the coordination and support for all incidents within the jurisdiction on a 24-hour basis.

Personnel Cost - Rules 27P-11.004, 27P-11.0061, Florida Administrative Code:

Counties with populations of 75,000 or more must have a full-time emergency management director. Counties with populations of less than 75,000 or party to an inter-jurisdictional emergency management agreement entered into pursuant to section 252.38(3)(b), Florida Statutes, that is recognized by the Governor by executive order or rule, are encouraged to have a full-time director. However, as a minimum, such a county must have an emergency management coordinator who works at least twenty (20) hours a week in that capacity. "Full-time Emergency Management Director" means a single professional emergency management program Administrator working full-time as identified in the position description established by the governing body of the jurisdiction.

Eligible "**Operational Cost**" items include, but are not limited to:

- **Salaries and Fringe Benefits**
  - Copies of certified timesheets with employee and supervisor signature documenting hours worked or Division Form 6 - Time and Effort and proof employee was paid (paystubs, earning statements, and payroll expenditure reports).
- **Utilities (electric, water and sewage)**
- Service/Maintenance agreements (provide vendor debarment and service agreement for contractual services)
- Office Supplies/Materials
- IT Software Upgrades
- Memberships
- Publications
- Postage
- Storage
- **Other Personnel/Contractual Services**
  - Reimbursement for services by a person(s) who is not a regular or full-time employee filling established positions. This includes but is not limited to temporary employees, student or graduate assistants, fellowships, part time academic employment, board members, consultants, and other services.
  - Consultant Services require a pre-approved Contract or purchase order by the Division. Copies of additional quotes should also be supplied when requesting pre-approval. These requests should be sent to the grant manager for the Division for review.

Funding for Critical Emergency Supplies

Critical emergency supplies—such as shelf stable products, water, and basic medical supplies—are an allowable expense under EMPA. DHS/FEMA must approve a state's five-year viable inventory management plan prior to allocating grant funds for stockpiling purposes. The five-year plan should include a distribution strategy and related sustainment costs if the grant expenditure is over $100,000.

Operational Costs Supporting Documentation

If the recipient seeks reimbursement for operational activities, then the following shall be submitted:

- For salaries, provide copies of certified timesheets with employee and supervisor signature documenting hours worked or Division Form 6 - Time and Effort and proof employee was paid (paystubs, earning statements, payroll expenditure reports).
- Expense items need to have copies of invoices, receipts and cancelled checks, credit card

statements, bank statements for proof of payment. All documentation for reimbursement amounts must be clearly visible and defined (i.e., highlighted, underlined, circled on the required supporting documentation).

C. EQUIPMENT

Provided the cost of the item qualifies as reasonable and necessary for the successful completion of a task required by this Agreement, an item on the FEMA AEL that is specifically coded for the Emergency Management Performance Grant ("EMPG") Program satisfies the minimum level of service for an equipment purchase under this Agreement. If an item qualifies as reasonable and necessary, and if the item is EMPG-coded on the FEMA AEL, then the Recipient does not need to obtain permission from the Division prior to purchasing the item in order to seek reimbursement.

If the Recipient seeks reimbursement for the purchase of an item that is not EMPG-coded on the FEMA AEL, then the Recipient must receive permission from the Division prior to purchasing the item. If the Recipient purchases such an item without receiving permission from the Division beforehand, then the Division will not provide any reimbursement for that purchase.

Allowable equipment includes equipment from the following AEL categories:

- Personal Protective Equipment (PPE) (Category 1)
- Information Technology (Category 4)
- Cybersecurity Enhancement Equipment (Category 5)
- Interoperable Communications Equipment (Category 6)
- Detection Equipment (Category 7)
- Power Equipment (Category 10)
- Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) Reference Materials (Category 11)
- CBRNE Incident Response Vehicles (Category 12)
- Physical Security Enhancement Equipment (Category 14)
- CBRNE Logistical Support Equipment (Category 19)
- Other Authorized Equipment (Category 21)

The Authorized Equipment List (AEL) is a list of approved equipment types allowed under FEMA's preparedness grant programs and can be located at https://www.fema.gov/authorized-equipment-list.

If Recipients have questions concerning the eligibility of equipment, they shall contact their Grant Manager for clarification.

Recipients should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Large equipment purchases must be identified and explained. For more information regarding property management standards for equipment, please reference 2 C.F.R. Part 200, including 2 C.F.R. §§ 200.310, 200.313, and 200.316.

Equipment Acquisition Costs Supporting Documentation

- Provide copies of invoices, receipts and cancelled checks, credit card statements, bank statements for proof of payment.
- Provide the Authorized Equipment List (AEL) # for each equipment purchase.

D. TRAINING

EMPA Training funds may be used for a range of emergency management-related training activities to enhance the capabilities of state and local emergency management personnel through the establishment, support, conduct, and attendance of training. Training should foster the development of a community-oriented approach to emergency management that emphasizes engagement at the community level, strengthens best practices, and provides a path toward building sustainable resilience.

The Recipient can successfully complete an authorized course either by attending or by conducting that course.

- In order to receive payment for successfully attending a training course, the Recipient must provide the Division with a certificate of completion; additionally, the Recipient must provide the Division with all receipts that document the costs incurred by the Recipient in order to attend the course.

- In order to receive payment for successfully conducting a course, the Recipient must provide the Division with the course sign-in sheet. Additionally, the Recipient must provide the Division with all receipts that document the costs incurred by the Recipient in order to conduct the course.

- In order to receive payment for successfully conducting a workshop, the recipient must provide the Division with workshop sign-in sheets and materials used for workshop. Additionally, the Recipient must provide the Division with all receipts that document the costs incurred by the Recipient in order to conduct the workshop.

For training, the number of participants must be a minimum of fifteen (15) in order to justify the cost of holding a course. For questions regarding adequate number of participants, please contact the Division State Training Officer for course specific guidance. Unless the recipient receives advance written approval from the State Training Officer for the number of participants, then the Division must reduce the amount authorized for reimbursement on a pro-rata basis for any training with less than fifteen (15) participants.

When conducting a training that shall include meals for the attendees, the recipient shall submit a request for approval to the Division no later than twenty-five (25) days prior to the event to allow for both the Division and the Department of Financial Services to review. The request for meals must be submitted on letterhead and must include the date of exercise, agenda, number of attendees, and costs of meals.

Allowable training-related costs include the following:

- **Develop, Deliver, and Evaluate Training.** This includes costs related to administering the training: planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment. Training should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any training or training gaps, including those for children and individuals with disabilities or access and functional needs, should be identified in the Integrated Preparedness Program (IPP) and addressed in the training cycle. States are encouraged to use existing training rather than developing new courses. When developing new courses states are encouraged to apply the Analyze, Design, Develop, Implement and Evaluate (ADDIE) model for instruction design.
- **Overtime and Backfill.** The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of attendance at FEMA and/or approved training courses and programs are allowable. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or FEMA, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- **Travel.** Travel costs (e.g., airfare, mileage, per diem, and hotel) are allowable as expenses by employees who are on travel status for official business related to approved training.
- **Hiring of Full or Part-Time Staff or Contractors/Consultants.** Full or part-time staff or contractors/consultants may be hired to support direct training-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or unit(s) of local government and have the approval of the state or FEMA, whichever is applicable.
- **Certification/Recertification of Instructors.** Costs associated with the certification and re-certification of instructors are allowed. States are encouraged to follow the FEMA Instructor

Quality Assurance Program to ensure a minimum level of competency and corresponding levels of evaluation of student learning. This is particularly important for those courses which involve training of trainers.

Conferences

The Division recognizes the important role that conferences can play in the professional development of emergency managers.

2 C.F.R. §200.432 defines the term conference as "a meeting, retreat, seminar, symposium, workshop or event whose primary purpose is the dissemination of technical information beyond the non-Federal entity and is necessary and reasonable for successful performance under the Federal award."

Rule 69I-42.002(3), Florida Administrative Code, defines the term conference as:

The coming together of persons with a common interest or interests for the purpose of deliberation, interchange of views, or for the removal of differences or disputes and for discussion of their common problems and interests. The term also includes similar meetings such as seminars and workshops which are large formal group meetings that are programmed and supervised to accomplish intensive research, study, discussion, and work in some specific field or on a governmental problem or problems. A conference does not mean the coming together of agency or interagency personnel.

For travel to a conference or convention to qualify for reimbursement, the cost must be reasonable and attendance at the conference must be necessary for the successful completion of a task required by this Agreement.

Provided the cost qualifies as reasonable and necessary for the successful completion of a task required by this Agreement, travel to a conference that complies with the requirements of Rule 69I-42.004, Florida Administrative Code, satisfies the minimum level of service for conference travel under this Agreement.

In pertinent part, Rule 69I-42.004(1), Florida Administrative Code, states "No public funds shall be expended for attendance at conferences or conventions unless:

- The main purpose of the conference or convention is in connection with the official business of the state and directly related to the performance of the statutory duties and responsibilities of the agency participating;
- The activity provides a direct educational or other benefit supporting the work and public purpose of the person attending;
- The duties and responsibilities of the traveler attending such meetings are compatible with the objectives of the conference or convention; and
- The request for payment of travel expenses is otherwise in compliance with these rules.

Provided the cost qualifies as reasonable and necessary for the successful completion of a task required by this Agreement, and provided any related travel complies with the requirements of Rule 69I-42.004, Florida Administrative Code, conferences may qualify for reimbursement under this Agreement:

Requests for reimbursement for payment of the registration fee or for a conference or convention must include:

- A statement explaining how the expense directly relates to the Recipient’s successful performance of a task outlined in this Agreement;
- A copy of those pages of the agenda that itemizes the registration fee;
- A copy of local travel policy; and,
- A copy of the travel voucher or a statement that no travel costs were incurred, if applicable.

When a meal is included in a registration fee, the meal allowance must be deducted from the reimbursement claim, even if the traveler decides for personal reasons not to eat the meal. See section 112.061(6)(c), Florida Statutes ("No one, whether traveling out of or in state, shall be reimbursed for any meal or lodging included in a convention or conference registration fee paid by the state"). A continental breakfast is considered a meal and must be deducted if included in a registration fee for a convention or conference. However, in the case where a meal is provided by a hotel or airline, the traveler shall be allowed to claim the meal allowance provided by law.

Class A, Class B, and Class C Travel:

- Class A travel is continuous travel of 24 hours or more away from official headquarters. The travel day for Class A is based on a calendar day (midnight to midnight).
- Class B travel is continuous travel of less than 24 hours which involves overnight absence away from official headquarters. The travel day for Class B travel begins at the same time as the travel period.
- Class C travel is short or day trips in which the traveler is not away from his/her official headquarters overnight. Class C allowances are currently not authorized for reimbursement.

Meal Allowance and Per Diem:
Section 112.061(6)(b), Florida Statutes, establishes the meal allowance for each meal during a travel period as follows:
$6 for breakfast (when travel begins before 6 a.m. and extends beyond 8 a.m.);
$11 for lunch (when travel begins before 12 noon and extends beyond 2 p.m.);
$19 for dinner (When travel begins before 6 p.m. and extends beyond 8 p.m. or when travel occurs during nighttime hours due to special assignment.).
Section 112.061(a), Florida Statutes, establishes the per diem amounts.
All travelers are allowed: The authorized per diem for each day of travel; or, If actual expenses exceed the allowable per diem, the amount allowed for meals as provided in s. 112.061(6) (b), F.S., plus actual expenses for lodging at a single occupancy rate.

Per diem shall be calculated using four six-hour periods (quarters) beginning at midnight for Class A or when travel begins for Class B travel. Travelers may only switch from actual to per diem while on Class A travel on a midnight to midnight basis. A traveler on Class A or B travel who elects to be reimbursed on a per diem basis is allowed $20.00 for each quarter from the time of departure until the time of return.

Reimbursement for Meal Allowances That Exceed the State Rates

The Division shall not reimburse for any meal allowance that exceeds $6 for breakfast, $11 for lunch, or $19 for dinner unless:

- For counties – the requirements of section 112.061(14), Florida Statutes, are satisfied;
- The costs do not exceed charges normally allowed by the Recipient in its regular operations as the result of the Recipient's written travel policy (in other words, the reimbursement rates apply uniformly to all travel by the Recipient); and,
- The costs do not exceed the reimbursement rates established by the United States General Services Administration ("GSA") for that locale (see https://www.gsa.gov/portal/content/104877).

Hotel Accommodations

- A traveler may not claim per diem or lodging reimbursement for overnight travel within fifty (50) miles (one-way) of his or her headquarters or residence unless the circumstances necessitating the overnight stay are fully explained by the traveler and approved by the Division.

- Absent prior approval from the Division, the cost of any hotel accommodation shall not exceed $150 per night.

Training Costs Supporting Documentation

- Copies of contracts or agreements with consultants or sub-contractors providing services;
- Copies of invoices, receipts and cancelled checks, credit card statements and bank statements for proof of payment;
- Copies of the agenda, certificates and/or sign in sheets (if using prepopulated sign in sheets they must be certified by the Emergency Management Director or Lead Instructor verifying attendance).

For travel and conferences related to EMPA activities:

- Copies of all receipts must be submitted (i.e., airfare, proof of mileage, toll receipts, hotel receipts, car rental receipts, etc.) Receipts must be itemized and match the dates of travel/conference;
- Copies of Conferences must be providing an agenda. Proof of payment is also required for all travel and conferences. If the Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes ($6 for breakfast, $11 for lunch, and $19 for dinner), then the Recipient must provide documentation that: The costs are reasonable and do not exceed charges normally allowed by the Recipient in its regular operations as a result of the Recipient's written travel policy; and participation of the individual in the travel is necessary to the Federal award.

E. EXERCISES

Exercises conducted with grant funds should test and evaluate performance towards meeting capability targets established in a jurisdiction's Integrated Preparedness Program (IPP) for the core capabilities needed to address its greatest risks.

Allowable Exercise-Related Costs

- **Design, Develop, Conduct and Evaluate an Exercise.** This includes costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel, and documentation. Recipients are encouraged to use free public space/locations/facilities, whenever available, prior to the rental of space/locations/facilities. Exercises shall provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Gaps identified during an exercise including those for children and individuals with disabilities or access and functional needs, shall be identified in the AAR/IP and addressed in the exercise cycle.
- **Hiring of Contractors or Consultants.** Contractors or Consultants may be hired to support direct exercise activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or unit(s) of local government and have the approval of the state. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of exercises.
- **Overtime and Backfill.** The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of time spent on the design, development and conduct of exercises are allowable expenses. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the local government. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
  Travel. Travel costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise activities.

- **Supplies.** Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise activities (e.g., gloves, non-sterile masks, fuel, and disposable protective equipment).
- **Other Items.** These costs are limited to items consumed in direct support of exercise activities such as the rental of space/locations for planning and conducting an exercise, rental of equipment, and the procurement of other essential nondurable goods. Recipients are encouraged to use free public space/locations, whenever available, prior to the rental of space/locations. Costs associated with inclusive practices and the provision of reasonable accommodations and modifications that facilitate full access for children and adults with disabilities are allowable.

When conducting an exercise that shall include meals for the attendees, the recipient shall submit a request for approval to the Division no later than twenty-five (25) days prior to the event to allow for both the Division and the Department of Financial Services to review. The request for meals must be submitted on letterhead and must include the date of exercise, agenda, number of attendees, and costs of meals.

Unauthorized Exercise-Related Costs

- Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles) and emergency response apparatus (e.g., fire trucks, ambulances). The only vehicle costs that are reimbursable are fuel/gasoline or mileage;
- Equipment that is purchased for permanent installation and/or use, beyond the scope of exercise conduct (e.g., electronic messaging signs);
- Durable and non-durable goods purchased for installation and/or use beyond the scope of exercise conduct.

If the recipient seeks reimbursement for exercise activities, then the following shall be submitted:

- Documentation clearly indicating the purpose/objectives of the exercise (e.g. Situation Manual, Exercise Plan);
- After-action report with Improvement Plan (AAR/IP), Sign-In sheets, Agenda;
- Receipts and proof of payment (e.g. canceled check, electronic funds transfer confirmation, credit card statement, bank statement) for supplies expenditures (e.g. copying paper, gloves, tap, etc.);
- Invoices and proof of payment for Travel costs (e.g., internal travel voucher, airfare, mileage, per diem, hotel) related to exercise activities;
- Proof of purchase methodology, if applicable (e.g. quotes, sole source, state contract, competitive bid results).

No later than 90 days after completion of an exercise, the recipient must upload to the Division's SharePoint portal at: https://portal.floridadisaster.org an After Action Report (AAR) that includes the following:

An Improvement Plan; and,
A roster of participants.

F. MANAGEMENT AND ADMINISTRATIVE (M&A)

M&A activities are those defined as directly relating to the management and administration of EMPA Program funds, such as financial management and monitoring. It should be noted that salaries of state and local emergency managers are not typically categorized as M&A, unless the state or local EMA chooses to assign personnel to specific M&A activities.

Management and Administrative Costs Supporting Documentation

- Copies of certified timesheets with employee and supervisor signature documenting hours worked or Division Form 6 - Time and Effort and proof employee was paid (paystubs, earning statements, and payroll expenditure reports);
- Costs for M&A activities are allowed up to 5% of the total award amount.

Supplanting Prohibited
Section 252.372, Florida Statutes, states that the monies from the EMPA Trust Fund "may not be used to supplant existing funding." Additionally, Rule 27P-19.003(3), Florida Administrative Code, states: "Funds received from the [EMPA] Trust Fund may not be used to supplant existing funding, nor shall funds from one program under the Trust Fund be used to match funds received from another program under the Trust Fund."

II. OTHER CRITICAL INFORMATION

A. RULE 27P-19, FLORIDA ADMINISTRATIVE CODE

Rule 27P-19.010(11), Florida Administrative Code, states: "Allowable costs shall be determined in accordance with applicable Federal Office of Management and Budget Circulars…" Therefore, unless a specific exception applies, 2 CFR Part 200 Subpart A (Definitions) and Subpart E (Cost Principles) shall apply to this Agreement.

Expenses
In order to qualify for reimbursement under the terms of this Agreement, an expense incurred by the Recipient must be reasonable and necessary for the successful completion of a task required by this Agreement. If an expense fails to qualify as either reasonable or necessary to successfully compete a task, then the Division shall not provide any reimbursement for that expense.

NOTE: This Scope of Work recognizes that each Recipient:

- Might be at a different level of preparedness than another Recipient
- Operates within a unique geography
- Faces unique threats and hazards
- Serves a unique population

Therefore, what might qualify as reasonable and necessary for one Recipient to successfully complete a task under this Agreement might not qualify as reasonable and necessary for another Recipient to successfully complete a task. Conversely, what might not qualify for one may qualify for another.

In order to avoid a "one size fits all" approach, this Agreement provides some level of flexibility. If a unique cost (e.g. equipment not listed on the EMPG AEL) qualifies as reasonable and necessary for the successful completion of a task under this Agreement, and if the Recipient receives permission from the Division prior to incurring that unique cost, then the Division shall reimburse the Recipient for that cost.

Performance
In order to qualify for reimbursement under the terms of this Agreement, the Recipient's performance must satisfy the minimum level of service required for the successful completion of a task required by this Agreement. If the performance fails to satisfy the minimum level of service, then the Division shall not provide any reimbursement for that performance.

B. INDIRECT COSTS

Indirect cost is allowable under this program as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414. Recipients with a negotiated cost rate agreement that desire to charge indirect costs to an award must provide a copy of their negotiated indirect cost rate agreement at the time of application. Recipients that are not required by 2 C.F.R. Part 200 to have a negotiated indirect cost rate agreement but are required by 2 C.F.R. Part 200 to develop an indirect cost rate proposal must provide a copy of their proposal at time of application. Post-award requests to charge indirect cost will be considered on case-by-case basis and based upon the submission of an agreement or proposal.

C. PROCUREMENT

All Procurement transactions will be conducted in a manner providing full and open competition and shall comply with the standards articulated in:

- 2 C.F.R. Part 200;
- Chapter 287, Florida Statues; and,
- Any local procurement policy.

Per 2 CFR 200.318 through 200.326, Recipients are required to adhere to certain procurement standards for entering contracts for personnel or services. This includes full and open competition, methods of procurement to follow, federal or passthrough entity review, and including federal provisions intro contracts.

D. CONSTRUCTION and RENOVATION

Construction and renovation projects for a local government's principal Emergency Operations Center (EOC), are allowable under the EMPA Program. The Division must provide written approval prior to the use of any EMPA Program funds for construction or renovation. Requests for EMPA Program funds for construction of an EOC must be accompanied by a justification to their EMPA Grant Manager for review and processing. The above examples are not intended to exclude other construction projects as potentially allowable costs. For example, construction of a facility for the storage of critical emergency supplies, as a Point of Distribution (POD) for emergency distribution, and/or to serve as a staging area for deployment of emergency response resources is potentially an allowable expense. Other construction or renovation projects, such as a secondary or local EOC, will be considered on a case-by-case basis, with advance written approval.

E. FINANCIAL CONSEQUENCES:

If a recipient fails to comply with the terms and conditions of the State award, the Division may terminate the award in whole or part. If the noncompliance can be corrected, the Division may first attempt to direct the recipient to correct the noncompliance. This may take the form of a Compliance Notification. If the noncompliance cannot be correct or the recipient is nonresponsive, one or more of the following steps may be taken:

(1) Temporarily withhold payments pending correction of the deficiency by the recipient.

(2) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.

(3) Wholly or partly suspend or terminate the award.

(4) Take other remedies that may be legally available.

FY 2021 – 2022 EMPA AGREEMENT
ATTACHMENT A (2)
PROPOSED PROGRAM BUDGET DETAIL WORKSHEET

The Recipient shall use the Emergency Management Preparedness and Assistance ("EMPA") Trust Fund monies authorized by this Agreement in order to complete the tasks outlined in the Scope of Work (Attachment A).

The "Proposed Program Budget Detail Worksheet" serves as a guide for both the Recipient and the Division during the performance of the tasks outlined in the Scope of Work (Attachment A).

Prior to execution of this Agreement, the Recipient shall complete the "Proposed Program Budget Detail Worksheet" listed below. If the Recipient fails to complete the "Proposed Program Budget Detail Worksheet", then the Division shall not execute this Agreement.

After execution of this Agreement, the Recipient may change the allocation amounts in the "Proposed Program Budget Detail Worksheet." If the Recipient changes the "Proposed Program Budget Detail Worksheet", then the Recipient's quarterly reports must include an updated "Proposed Program Budget Detail Worksheet" to reflect current expenditures.

BUDGET SUMMARY AND EXPENDITURES

RECIPIENT: **HIGHLANDS COUNTY**
AGREEMENT: **A0186**

1. PLANNING	$
2. ORGANIZATION	$
3. EQUIPMENT	$
4. TRAINING	$
5. EXERCISE	$
6. MANAGEMENT AND ADMINISTRATION	$
7. TOTAL AWARD	$ 105,806.00

FY 2021-2022 PROPOSED PROGRAM BUDGET DETAIL WORKSHEET - ELIGIBLE ACTIVITIES (Not limited to activities below)			
Allowable Planning Costs	**Quantity**	**Unit Cost**	**Total Cost**
Emergency Operations Plan			
Salaries and Fringe Benefits			
Supplies			
Travel/per diem related to planning activities			
TOTAL PLANNING EXPENDITURES			**$**
Allowable Organization Costs	**Quantity**	**Unit Cost**	**Total Cost**
Salaries and Fringe Benefits			
Utilities (electric, water and sewage)			

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

Certification/Recertification of Instructors			
Travel			
Supplies			
Overtime and Backfill			
TOTAL TRAINING EXPENDITURES			**$**
Allowable Exercise Costs	**Quantity**	**Unit Cost**	**Total Cost**
Salaries and Fringe Benefits			
Design, Develop, Conduct and Evaluate an Exercise in accordance with HSEEP standards			
Exercise Planning Workshop			
Travel			
Supplies			
Overtime and Backfill			
TOTAL EXERCISE EXPENDITURES			
Allowable Management and Administration Costs ***(Up to 5% of total award)***	**Quantity**	**Unit Cost**	**Total Cost**
Salaries and Fringe Benefits			
TOTAL MANAGEMENT AND ADMINISTRATION EXPENDITURES			
TOTAL EXPENDITURES			**$105,806.00**

REVISION DATE: _____

FY 2021 – 2022 EMPA AGREEMENT
ATTACHMENT A (3) – QUARTERLY REPORTS

Recipients must provide the Division with quarterly financial reports and a final close-out report.

- Quarterly financial reports are due to the Division no later than forty-five (45) days after the end of each quarter of the program year and must continue to be submitted each quarter until submission of the final close-out report. The ending dates for each quarter of this program year are September 30, December 31, March 31, and June 30.

Reporting Period	Report due to Division no later than
July 1 through September 30	November 15
October 1 through December 31	February 15
January 1 through March 31	May 15
April 1 through June 30	August 15

The Recipient shall provide the Division with <u>full</u> support documentation for the quarterly financial reports.

A. The Recipient must provide the Division with supporting documentation for the quarterly financial reports. The Division shall accept back up documentation by email if the County is not able to upload on Salesforce.

B. The Quarterly Tasks form 1B is due with your quarterly financial report each quarter. This form identifies all Emergency Management personnel's required training completed (or working towards completion) as well as quarterly deliverables during the agreement period.

C. In order to ensure compliance with Rule 27P-19.011, Florida Administrative Code, the Local Budget Match Requirement Form shall be completed and sent when the <u>Local County Budget is approved</u> or by **November 15, 2021**. The County shall provide a copy of the current Emergency Management Local Budget (General Revenue) including approved budget date with the form. If the County's current budget is lower than the previous year, or the average of the last three years, the county is required to request a Waiver no later than forty-five (45) days after the county budget is approved.

D. In a format provided by the Division, Form 4 – Staffing Detail and position descriptions of each funded county emergency management staff shall be submitted no later than **November 15, 2021,** or along with 1st quarter reimbursement submission, whichever occurs first.

E. The final close-out report is due sixty (60) days after termination of this Agreement by **August 30, 2022**, or 60 days after completion of activities contained in this agreement, whichever occurs first.

F. An administrative closeout may be conducted when a recipient is not responsive to the Division's reasonable efforts to collect required reports, forms, or other documentation needed to complete the standard award and/or closeout process. FDEM will make three written attempts to collect required information before initiating an administrative closeout. If an award is administratively closed, FDEM may decide to impose remedies for noncompliance per 2 C.F.R. § 200.338, consider this information in reviewing future award applications, or apply special conditions to existing or future award

FY 2021 – 2022 EMPA AGREEMENT
ATTACHMENT B
JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT:

If you are requesting an advance, indicate same by checking the box below.

[ ] **ADVANCE REQUESTED**

Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	**Fiscal Year 2021 Anticipated Expenditures for First Three Months of Contract**
For example ADMINISTRATIVE COSTS:	
For example PROGRAM EXPENSES:	
TOTAL EXPENSES:	

LINE ITEM JUSTIFICATION **(For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include, but is not limited to the following: quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance)**

_____

_____

_____

_____

REQUESTS FOR ADVANCE PAYMENTS WILL BE CONSIDERED ON A CASE BY CASE BASIS

Signature of Recipient/Subcontractor's Authorized Official Date: _____

_____
Name and Title of Recipient/Subcontractor's Authorized Official

_____

FY 2021 – 2022 EMPA AGREEMENT
ATTACHMENT C
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subcontractor Covered Transactions

(1) The prospective subcontractor of the Recipient, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

_____

By:_____ _____
Signature Recipient's Name

_____ _____
Name and Title Division Contract Number

_____ _____
Street Address Project Number
City, State, Zip
Date

FY 2021 – 2022 EMPA AGREEMENT
ATTACHMENT D
WARRANTIES AND REPRESENTATIONS

Financial Management

Recipient's financial management system must include the following:

(1) Accurate, current, and complete disclosure of the financial results of this project or program.

(2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income, and interest.

(3) Effective control over and accountability for all funds, property, and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.

(4) Comparison of expenditures with budget amounts for each Request for Payment. Whenever appropriate, financial information should be related to performance and unit cost data.

(5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.

(6) Cost accounting records that are supported by backup documentation.

Competition

(1) All procurement transactions shall be done in a manner to provide open and free competition.

(2) Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements.

(3) Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality, and other factors.

(4) Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill for the bid or offer to be evaluated by the Recipient. All bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of Conduct

Recipient warrants the following:

(1) The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts.

(2) No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award.

(3) The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

(4) The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from (Monday) through (Friday), and from (times) (_____) to (_____).

Licensing and Permitting

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

FY 2021 – 2022 EMPA AGREEMENT
ATTACHMENT E
STATEMENT OF ASSURANCES

The Recipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including 2 C.F.R. Part 200; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also, the Applicant assures and certifies that:

16. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.

16. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants (5 USC 1501, et. Seq.).

16. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.

16. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

5. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.

6. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.

7. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

8. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

9. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of Investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8)

by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

10. It will comply, and assure the compliance of all its Recipients and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.

11. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

12. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

13. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a Recipient of funds, the Recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

14. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for $500,000 or more.

15. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

16. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620.

STATEWIDE MUTUAL AID AGREEMENT

(SMAA) INFORMATION SHEET

https://www.floridadisaster.org/dem/response/logistics/

Signing the Agreement:

A copy of the SMAA with **original signature** should be submitted, or two if you need one signed by FDEM and returned for your records.

Counties should sign **PAGE 15** of the agreement.

Cities should sign **PAGE 16** of the agreement.

Educational Districts should sign **PAGE 17** of the agreement.

Community Colleges or State Universities should sign **PAGE 18** of the agreement.

Special Districts should sign **PAGE 19** of the agreement.

Authorities should sign **PAGE 20** of the agreement.

Native American Tribes should sign **PAGE 21** of the agreement.

Community Development Districts should sign **PAGE 22** of the agreement.

REQUIRED Documentation to Accompany the Agreement:

Minutes or Resolution from your governing board, which indicates the agreement was adopted or approved.

A Certificate of Liability Insurance or Resolution of Self Insurance.

A completed copy of Form C, **PAGE 23** of the agreement.

FDEM Contact Information:

Mutual Aid Branch Director & EMAC Coordinator
Bureau of Response, Logistics Section
MutualAid@em.myflorida.com
O: (850) 815-4222 M: (850) 901-8456

Florida Division of Emergency Management
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100

FY 2021 – 2022 EMPA AGREEMENT
ATTACHMENT F (1)
STATE MUTUAL AID AGREEMENT LIST

County Name														
Entity Name	Signatory Type	Version Agreement	Region	Address	City	Zip	Primary POC	Title	Phone	Email	Secondary POC	Title	Phone	Email
Example														
City of Palatka	City	2018	3	5555 Sunset Ave	Palatka	32177	John Smith	City Manager	555-555-5555	JohnSmith@cityofpalatka.gov	Jane Williams	Fire Chief	555-555-5555	Jane.Williams@cityofpalatka.gov

FY 2021 – 2022 EMPA AGREEMENT
ATTACHMENT G
RESPONSE CAPABILITIES

Contacts - The Recipient shall maintain current county emergency management and other contacts through the Division's SharePoint portal available at https://portal.floridadisaster.org.

From the Portal main page, click "County Links", then pulldown and select "Update County Contacts."

This information includes the following but not limited to:

- County Director and Alternate contacts
- State Mutual Aid Agreement contacts
- County Operations Section
- County Logistics Section
- County Planning Section

WebEOC Site Identification - The Recipient shall upload current Site Data to WebEOC available at https://eoc.floridadisaster.org. WebEOC site Identification data includes:

- Through the SERT County Emergency Sites Board via the State's WebEOC Instance or through your local instance if you are subscribed to this Board - location and attribute information of all pre-identified --
  - County Staging Areas (CSAs)
  - County Points of Distribution (PODs)

Attribute information shall include at a minimum: Site Name, Site Type, Site Address, Full Address with Latitude/Longitude in decimal degrees, Primary Contact (name, e-mail, and mobile phone) Secondary Contact (name, e-mail, and mobile phone), does the location have a loading dock, can the location accept 53ft trailers, if so, how many?. Site address shall be mapped by clicking on Map icon to verify address.

The following Site Information is optional:

- Picture attachment of Site.
- Comments regarding access, transportation routes or any planning information.

SITE SUGGESTIONS:

County Staging Areas (CSAs)

- Sites should be located adjacent to a major highway and have the ability to establish safe one-way traffic through the compound and reasonably secured. County Staging Areas must also be located in a region that can support countywide relief operations.
- For coastal counties, sites should not be located in a "Zone A" Evacuation Zone where possible, exceptions can be made.

County Point of Distribution (PODs)

- PODs should not be nearby a business that has water and food for sale.
- Counties should focus on placing PODS in outlying areas where these types of stores are not located in-order to ensure that resources are available in those areas.
- For coastal counties, sites should not be located in a "Zone A" Evacuation Zone where possible, exceptions can be made.

FY 2021 – 2022 EMPA AGREEMENT
ATTACHMENT H
HURRICANE SHELTER RETROFIT

Hurricane Shelter Retrofit - The responses collected in this task are the basis for the Shelter Retrofit Report as required by 252.38 F.S. Each county's current Shelter Inventory Spreadsheet is available on Web EOC for reference and is found on the board titled SESP Inventory.

1. Please review your County's page on the SESP Inventory WebEOC board.
    a. Please review all the information and check your pet friendly shelter column for accuracy.
    b. If corrections are needed please type them in the notes box, below, on the WebEOC page itself. If no changes are needed, please add the date reviewed in the notes box. (e.g. Reviewed 3/31/2022).
2. Please review the generator information on each of your SESP inventory shelters. Correct the information or complete it, as necessary. You do not need to include life safety items run by battery backup.
3. Do you know of any new public buildings planned or under construction? (If so, please list).
4. Are new public schools planned or under construction? Will any be EHPA? If not, do you anticipate providing a waiver? (If so, please list anticipated new schools and EHPA status and any opening dates if known).
5. Do you have any public schools or public buildings that you would like surveyed to add to your shelter inventory or to the Retrofit Report for potential funding? (If so, please list).
6. Do you have enough special needs space now and for the next 5 years? (If not, please comment here or upload your plan).
7. Do your special needs shelters have an alternate source for power? Will the power source also run cooling? (If not, please comment here or upload your plan).
8. How do you communicate and coordinate with your school boards, state colleges, universities and shelter partners? When was the last time you reviewed your shelter plan and policy with your shelter partners?

FY 2021 – 2022 EMPA AGREEMENT
ATTACHMENT I
RECOVERY CAPABILITIES

The following recommendations should be considered when identifying potential Disaster Recovery Center (DRC) locations:

1. Locations must be large enough for the needs of the situation (number of agencies and clients anticipated in the DRC). This may vary from a location identified as small as 1500 square feet for a small DRC to more than 5000 square feet for a large DRC. It is good to identify a variety of possible locations of different sizes within the county. The size of a DRC will vary dependent upon the number of anticipated applicants to be served within the community.

DRC Size Chart	
Small:	1500-3499 sq. ft.
Medium:	3500-4999 sq. ft
Large:	5000 sq. ft-Above

2. Consider locations that do not require a fee to use the facility and FEMA generally only pays for utilities or phone line installation. If a written agreement is made prior to occupancy, then FEMA will take responsibility for the utilities or other payments to a facility.
3. Facilities should have heat, electricity, good lighting, potable water, rest rooms, and adequate parking.
4. All locations should be compliant with the Americans with Disabilities Act of 1990, to ensure access to all individuals, including individuals with disabilities and others with access and functional needs.
5. Appropriate emergency fire & medical support should be quickly available to the location.
6. Preferably when a DRC is established, the first seven (7) days should be without interruption from prior commitments (e.g. basketball games, weddings, parties, meetings, etc.). It is also important to understand that a DRC may need to remain operational for a minimum of thirty (30) days or longer.
7. The location's owner must be willing to allow FEMA to install telephone lines and/or internet service if necessary.
8. Facilities should be available from 7:30am-7:00pm daily, Monday through Saturday, and possibly on Sundays and holidays.

ADDITIONAL CONSIDERATIONS

1. When possible, DRC facilities should be centrally located in a community to minimize travel time. Consideration must be given to the most vulnerable population. Where applicable, DRCs should be established on a public transportation route. The public should generally be familiar with the location and Custodial support should be available at the facility.
2. If necessary, the parking lot should be able to temporarily accommodate a Mobile Communication Office Vehicle (MCOV) (60'long x 20'wide) with an unobstructed view of the south-western sky for satellite connectivity.
3. Does the occupancy of the facility have any Environmental Planning and Historic Preservation (EPH) considerations that need to be addressed? (e.g. special flood hazard area, Historical site, etc.)

DISASTER RECOVERY CENTER BASIC REQUIRMENTS

PHYSICAL LOCATION:

Name: _____
Physical Address (no PO Box): _____
_____
City: _____ County: _____ State: _____ Zip_____
GPS: LAT _____ LONG _____
Directions/Landmarks: _____
_____
_____
_____

CONTACT PERSONS (POC):

Facility Point Of Contact: Name_____
Phone: _____
Address: _____
City: _____ State: _____ Zip: _____

After hours POC: Name_____
Phone: _____
Address: _____
City: _____ State: _____ Zip: _____

Alternative POC: Name_____
Phone: _____
Address: _____
City: _____ State: _____ Zip: _____

Emergency Management Director: Name_____
Phone: _____
Address: _____
City: _____ State: _____ Zip: _____

SITE CHARACTERISTICS:

Date available: Begin: _____ End: _____ Lease required: Y ☐ N ☐
Cost $_____ Space available: _____ sq. ft. Hours of use: _____ Keys: _____
DRC use parking spaces: _____ ADA parking spaces: _____ Total: _____
Parking lot lights: Y☐ N ☐ Outside building lights: Y☐ N ☐

ADA accessibility: _____
Exterior notes: _____
Response Time: Police: _____ Fire: _____
Nearest hospital: Name_____ Phone: _____
Address: _____
Distance: _____Time: _____
Local crime summary: _____
_____
Local hazards summary: _____
_____

INTERIOR:

Rooms: ____ Room Size: Room A ___ x __ Room B ___ x ___ Room C ___ x __

Bathrooms: ___ ADA Compliant: Y ☐ N ☐

Are doors secure?: Y ☐ N ☐ Comment:_____

Are windows secure?: Y ☐ N ☐ Comment:
_____

Are Emergency lighting functional?: Y ☐ N ☐ Exit lighting functional: Y☐ N ☐

Are Fire sprinkler system functional?: Y ☐ N ☐ #Fire extinguishers: _____

Water System: Y ☐ N ☐ City/County System: Y ☐ N ☐ Approved for drinking: Y ☐ N ☐

Air Conditioning: Y ☐ N ☐ Fans: Y ☐ N ☐ Adequate Ventilation: Y ☐ N ☐

Is electrical power to support computer and office equipment demanded? Y ☐ N ☐

Can inside re-wiring be accomplished easily and safely? Y ☐ N ☐

Is building interior in good shape (check for water leaks & visible hazards)? Y☐ N ☐

OFFICE CHARACTERISTICS:

Internet access: Y ☐ N ☐ Wi-Fi: Y ☐ N ☐ # Fax: _____ # Toner Cartridges: _____

Flatbed Tabletop Copier: Y ☐ N ☐ Copy Paper _____Boxes # Toner Cartridges: _____

High Speed Printer: Y ☐ N ☐ Shredder: Y ☐ N ☐

Trash Cans: _____ Is Janitorial & Trash pickup available? Y ☐ N ☐

Tables: _____ #Office chairs: _____# Folding chairs: _____ Bathroom access: Y☐ N ☐

Paper towels: _____ # Toilet paper: _____# Paper cups: _____ # Ext. cords: _____

Comment: _____

TELEPHONE AND/OR COMMUNICATION:

FEMA cell phone signal? Y ☐ N ☐ Strength: ____ Air Card? Y ☐ N ☐ Strength: _____

Do phone lines already exist for DRC use? Y ☐ N ☐ How many? _____

What is maximum phone line capacity? DSL: _____ POTS: _____ Switchboard: Y☐ N ☐

Phone service point in building: _____

Phone service provider: _____ Contact number: _____

Phone number connected to DRC location (for tel/com reference): _____

Comments: _____

SKETCHES:

Draw location sketches: (1) Exterior: building, ADA parking & ramps, DRC, parking (2) Interior: building, rooms w/dimensions, location of outlets and telephone equipment.

FY 2021 – 2022 EMPA AGREEMENT
ATTACHMENT J-REPORTING FORMS

FLORIDA DIVISION OF EMERGENCY MANAGEMENT
EMERGENCY MANAGEMENT PREAPAREDNESS AND ASSISTANCE GRANT PROGRAM

2021-2022 EMPA REPORTING FORMS

2021-2022 QUARTERLY REPORTING FORMS

QUARTERLY REPORTS INCLUDE: Dvision Form 1A - Quarterly Financial Report, Division Form 1B - Quarterly Tasks, Division Forms 2A & 2B Detail of Claims and Divsion Form 6 - Time and Effort (if applicable).

1. These forms are to be submitted to Division each quarter.
2. Complete Division Form 1A - Quarterly Financial Report by entering all information needed to support the claim for reimbursement, sign and date. Include a narrative in the box. Outlines of quarterly events, nor calendars will suffice for the required narrative.
3. Complete Division Form 1B - Quarterly Tasks to support that deliverables and tasks are being completed as required throughout the agreement, sign and date.
4. The Division Form 1A - Quarterly Financial Report form must be signed by the grant manager or someone with equal authority.
5. The Division Form 2A & 2B Detail of Claims forms **must** accompany the Division Form 1A - Quarterly Financial Report each quarter.
6. Deliverables and Claims for reimbursement may be submitted via Salesforce or by email to the appropriate Division Grant Manager according to applicable region.

FLORIDA DIVISION OF EMERGENCY MANAGEMENT
2555 SHUMARD OAK BOULEVARD
TALLAHASSEE, FLORIDA 32399-2100
Attn: (Division Grant Manager)

7. It is the responsibility of the Recipient to properly notify the assigned Division Grant Manger when they upload required documentation to Salesforce or required platform. The Division is not responsible for delays to claim processing due to failure to notify the Division Grant Manager of document submissions via Salesforce.

DIVISION Form 3 - Local Budget Match:

1. The Division Form 3 - Local Budget Match must be submitted to the Division in Quarter 2 submission**.**
2. EMPA grants shall be matched at an amount equal to the average of the last three years' level of county general revenue funding of the County Emergency Management Agency or the level of funding for the County Emergency Management Agency for the last fiscal year, whichever figure is lower.
3. Division Form 3 - Local Budget Match Requirement shall be submitted to the Division when the local county budget is approved or by **November 15, 2021**. The County shall provide a copy of the current Emergency Management Local Budget (General Revenue) including approved budget date. If a Recipient's county's current local budget is lower then the previous year, or the average of the last three previous years, the recipient shall request a Waiver no later than 45 days after the county budget is approved.

DIVISION Form 4 - Staffing Detail:

1. List ALL Emergency Management Agency staff, regardless of funding. Provide a total anticipated annual amount of Salaries and Benefits to be paid for each position. Provide the funding distribution amount or % in each applicable column: local, state. federal, etc. This form is due no later than **November 15, 2021** or along with 1st quarter reimbursement submission, whichever occurs first. Please provide the Division updates to this form as necessary.
2. Along with Division Form 4 - Staffing Detail, please provide position descriptions for EMPA funded staff.
3. Along with the Division Form 4- Staffing Detail, please provide documented policies for any fringe benefits, incentives or special pay to be claimed through the grant.

DIVISION Form 5 - Close Out Report:

1. The Division Form 5 - Close Out Report is due sixty (60) days after termination of this Agreement by **August 30, 2022,** or 60 days after completion of activities contained in this agreement, whichever occurs first. Before submitting the Division Form 5 - Close Out Report, please verify that the local general revenue budget match amount as reported on Division Form 3 - Local Budget Match, has not changed since originally reported to the Division. If a difference is found please immediately notify the Division in writing of the discrepancy and provide a detailed justification for the change accompanied by supporting documentation.
2. The agreement cannot be considered closed until the Division Form 5 - Close Out Report has been received and approved by the Division.

DIVISION Form 6 - Time and Attendance:

1. Provide copies of certified timesheets with employee and supervisor signature documenting hours worked or Division Form 6 - Time and Effort. The form must account for 100% of the hours claimed for reimbursement each quarter.□

Required documentation to support project expenditures:

1. Recipients shall maintain a grant/financial file with copies of supporting documentation for all paid project/program expenditures claimed during the grant period. Documentation of expenditures claimed for reimbursement through the grant will be reviewed and verified by Division staff. Acceptable documentation includes copies of purchase orders and paid vouchers, paid invoices or cancelled checks, timesheets and payroll vouchers, journal transfers, credit card and bank statements, etc. These documents should be submitted when requesting reimbursement.□
2. All claims for reimbursement shall be submitted on the approved Division Quarterly Financial Reporting forms. Claims not submitted on the proper forms or that are unsupported by proper documentation will not be processed and will be returned for additional support.□
3. Please ensure that the documentation submitted for review is legible.
4. Please verify form calculations for accuracy before submitting to the Division for review each quarter.□

FLORIDA DIVISION OF EMERGENCY MANAGEMENT

2021-2022 EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE - EMPA

DIVISION FORM 1A - QUARTERLY FINANCIAL REPORT

AGREEMENT #:		**CLAIM #:**	1
AWARD AMOUNT:		**QUARTER #:**	1
RECIPIENT:		**REPORTING FORMS DUE DATES (45 DAYS AFTER QUARTER)**	
COUNTY:		1. July 1 – Sept. 30, 2021 = November 15, 2021	
ADDRESS:		2. October 1 – Dec. 31, 2021 = February 15, 2022	
		3. January 1 – March 31, 2022 = May 15, 2022	
POINT OF CONTACT:		4. April 1 - June 30, 2022 = August 15, 2022	
PHONE/EMAIL:	123@gmail.com		

EMPA ALLOCATION CATEGORIES	BUDGETED ALLOCATIONS	Q1 CLAIM	Q2 CLAIM	Q3 CLAIM	Q4 CLAIM	CUMULATIVE EXPENDED FUNDS	REMAINING BALANCE
1. PLANNING	$0.00					$0.00	$0.00
2. ORGANIZATION	$0.00					$0.00	$0.00
3. EQUIPMENT	$0.00					$0.00	$0.00
4. TRAINING	$0.00					$0.00	$0.00
5. EXERCISE	$0.00					$0.00	$0.00
6. MANAGEMENT AND ADMIN. (Up to 5%)	$0.00					$0.00	$0.00
TOTAL	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

AMOUNT OF REIMBURSEMENT FOR THIS CLAIM:

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the conditions of the 2021-2022 EMPA agreement.

SIGNATURE: _____ **DATE**

AUTHORIZED REPRESENTATIVE

QUARTERLY STATUS REPORT

Please report EM activities, meetings, training, exercises, or other necessary information to support quarterly progression.

THE SECTION BELOW IS TO BE COMPLETED BY DIVISION

AWARD AMOUNT	
PRIOR CLAIMS	
THIS CLAIM AMOUNT	
BALANCE OF AWARD	

DIVISION DATE RECEIVED STAMP

FY 2021 – 2022 EMPA AGREEMENT
ATTACHMENT J-REPORTING FORMS

FLORIDA DIVISION OF EMERGENCY MANAGEMENT

2021-2022 EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE GRANT - EMPA

DIVISION FORM 1B - QUARTERLY TASKS

RECIPIENT:

QUARTER: **July 1 - Sept. 30**

Emergency Management Personnel	NIMS IS 100				NIMS IS 200				NIMS IS 700				NIMS IS 800				FEMA Professional Development Series				OR	National Emergency Management Basic Academy			
EM Employee Name & Position Title	QTR 1	QTR 2	QTR 3	QTR 4	QTR 1	QTR 2	QTR 3	QTR 4	QTR 1	QTR 2	QTR 3	QTR 4	QTR 1	QTR 2	QTR 3	QTR 4	QTR 1	QTR 2	QTR 3	QTR 4		QTR 1	QTR 2	QTR 3	QTR 4

DELIVERABLES/TASK REQUIREMENTS	**ENTER DATE COMPLETED**				**COMMENTS** Use for explanation that supports Training & Exercise progression.
	QTR 1	**QTR 2**	**QTR 3**	**QTR 4**	
T1: Provide Division Exhibit 3, certification of a full-time Emergency Management Director or part-time Coordinator. **(Q1, any updates Q2-Q4)**					
T1: Provide Division Form 4 - Staffing Detail and position descriptions for funded emergency management staff. **(Q1, any updates Q2-Q4)**					
T1: Provide a quarterly report as outlined in Quarterly Reports (Attachment A(3)). **(Q1-Q4)**					
T1: Provide full-time Emergency Management Director's or part-time Coordinator's certified timesheets or paystubs. **(Q1-Q4)**					
T2: Provide Division Form 3 - Local Budget Match Requirement. **(Q2, any updates Q3-Q4)**					
T2: Submit a copy of the current and accurate County Emergency Management Local Budget (General Revenue) including the budget approval date **(Q2, any updates Q3-Q4)**					
T2: Submit a copy of the local EM general revenue expenditure (general ledger) report **(Q2, any updates Q3-Q4)**					
T3: Statewide Mutual Aid Agreement (Attachment F(1)) - Submit the current excel Statewide Mutual Aid Agreement (SMAA) list by **September 30, 2021**. **(Q1, any updates Q2-Q4)**					
T3: Response Capabilities (Attachment G) - Maintain current county emergency management and other contacts through the Division's SharePoint Portal including County Director and Alternate contacts. **(Q3, any updates Q4)**					
T3: Response Capabilities (Attachment G) - Maintain GIS site data in the Division's SharePoint Portal. **(Q3, any updates Q4)**					
T3: Response Capabilities (Attachment G) - Maintain site data in WEBEOC to include County Staging Areas (CSAs) and County Points of Distribution (PODs). **(Q3, any updates Q4)**					
T3: Response Capabilities (Attachment H) - Complete the SESP Shelter Inventory and Retrofit Items 1-8 on the WEBEOC SESP Shelter Inventory board no later than **March 31, 2022**. **(Q3)**					
T4: Recovery Capabilities (Attachment I) - Identify any potential Disaster Recovery Center (DRC) locations and provide basic information in WEBEOC. **(Q4)**					

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the conditions of the 2021-2022 EMPA agreement.

SIGNATURE: _____

AUTHORIZED REPRESENTATIVE

PRINTED NAME: _____

TITLE: _____

DATE: _____

FY 2021 – 2022 EMPA AGREEMENT
ATTACHMENT J-REPORTING FORMS

FLORIDA DIVISION OF EMERGENCY MANAGEMENT
2021-2022 EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE GRANT - EMPA
DIVISION FORM 2A - DETAIL OF CLAIMS

RECIPIENT: _____ **INCURRED DATE RANGE:** Example: July 1 through November 5, 2021

Please use separate Division Form 2A-Detail of Claims per allocation category. Please add additional pages or lines as needed for each allocation categ
Please provide FEMA AEL numbers for EQUIPMENT expenditures only.
Please provide a budget revision along with this form, if expenses being claimed are not allocated on the most recently approved budget.
Please include the Costs Incurred Date Range in the applicable cell above. This is usually the quarterly period; however, a recipient may incorporate a larger date range to include a forgotten claim for reimbursement for a payment made the previous quarter (within the period of agreement). This allowance does not circumvent the four (4) required quarterly reporting forms submissions.

ALLOCATION CATEGORIES

PLEASE SELECT FROM THE LIST BELOW

CATEGORY: **ORGANIZATION**

#	VENDOR	DESCRIPTION OF SERVICE OR EXPENSE	DATE OF PAYMENT FOR SERVICE OR EXPENSE (Include full date)	PAYMENT REFERENCE (CHECK#, PO#, JT#, etc.)	PURCHASE AMOUNT	Equipment FEMA AEL# (N/A if equipment was not purchased)
1	Ex: Electric Company	Monthly Utilities for July 2021	8/5/21	CK# 1001	$ 300.00	N/A
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						
24						
25						
				TOTAL	**$ 300.00**	

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the conditions of the 2021-2022 EMPA agreement.

SIGNATURE: _____
AUTHORIZED REPRESENTATIVE

PRINTED NAME: _____

TITLE: _____

DATE: _____

FLORIDA DIVISION OF EMERGENCY MANAGEMENT
2021-2022 EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE GRANT - EMPA
DIVISION FORM 2B - DETAIL OF CLAIMS
SALARIES AND BENEFITS COSTS

SALARY DEFINITION: The cash compensation for services rendered by a regular employee in an established position for a specific period of time.

RECIPIENT: Florida County **CLAIM #:**

DOES THIS CLAIM FOR REIMBURSMENT INCLUDE ANY INCENTIVES OR SPECIAL PAY?	
Note: If this claim includes incentives or special pay, please provide the Division with the written established policy for support	

	EM EMPLOYEE NAME	EM POSITION TITLE	% TIME CHARGED TO EMPA	SALARY	FRINGE BENEFITS
1	Ex: Jane Doe	EM Planner	50%	$ 5,000.00	$ 1,200.00
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
			TOTALS	**$ 5,000.00**	**$ 1,200.00**
				TOTAL	**$ 6,200.00**

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the conditions of the 2021-2022 EMPA agreement.

SIGNATURE: _____
AUTHORIZED REPRESENTATIVE

PRINTED NAME: _____
TITLE: _____
DATE: _____

FLORIDA DIVISION OF EMERGENCY MANAGEMENT
2021-2022 EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE GRANT - EMPA
LOCAL BUDGET MATCH REQUIREMENT
DIVISION FORM 3 - LOCAL BUDGET MATCH

RECIPIENT	2021-2022 LOCAL (10/1/21-9/30/22)	2020-2021 LOCAL (10/1/20-9/30/21)	2019-2020 LOCAL (10/1/19-9/30/20)	2018-2019 LOCAL (10/1/18-9/30/19)	AVERAGE (PREVIOUS 3 YEARS)	LOWEST AVERAGE VS PREVIOUS YEAR	% 2020-2021 VS AVERAGE	$ CHANGE 2020-2021 VS AVERAGE	$ CHANGE 2020-2021 VS 2019-2020
Florida County	$100,000	$95,000	$90,000	$85,000	$90,000	AVERAGE	10%	$10,000	$5,000

This form is to be completed and sent when the Local County Budget is approved or by the end of the first quarter. Required with this form the recipient shall provide a copy of the current Emergency Management Local Budget (General Revenue) with the approved buget date. If the Recipient's county's current budget is lower than the last year or the average of the last three previous years, the county is required to request a waiver from the Division no later than forty-five (45) days after the county budget is approved.

RULE 27P-19, FLORIDA ADMINISTRATIVE CODE

(1) Base Grants shall be matched at an amount either equal to the average of the previous three years' level of county general revenue funding of the County Emergency Management Agency or the level of funding for the County Emergency Management Agency for the last fiscal year, whichever figure is lower. County general revenue funding for 911 services, emergency medical services, law enforcement, criminal justice, public works or other services outside the emergency management responsibilities assigned to the County Emergency Management Agency by Section 252.38, F.S., shall not be included in determining the "level of county funding of the County Emergency Management Agency." Each county shall certify compliance with this rule chapter and this rule, as a condition precedent to receipt of funding.

(2) If the Base Grant recipient demonstrates that exceptional financial circumstances prevent the Base Grant recipient from complying with the match requirements in subsection 27P-19.011(1), F.A.C., then the Base Grant recipient may request that the Division authorize a reduction in the amount of match required. The match required shall not be reduced by a percentage amount in excess of reductions in funding for county 911 services, emergency medical services, law enforcement, criminal justice, public works or other emergency management related services. To be eligible for any reduction, the Base Grant recipient shall demonstrate and certify that the reduction is due to reductions in county general revenue funding and that the amount of the requested reduction is equivalent to across the board reductions in all county budgets. County requests for reduction shall be signed by the county's chief elected officer and the certification of reduction in county budget funding shall be signed by the county's chief financial officer. Requests shall certify the intent to return to pre-reduced funding as soon as practicable, and shall provide an estimate of the date at which the county will return to the current level of funding. Requests for reduction shall also be accompanied by financial data for the previous three years indicating: the level of county funding for the County Emergency Management Agency budget; budget detail regarding all individual items of the County Emergency Management Agency budget; and the proposed level of funding, for all budget items, if the reduction is authorized by the Division. All requests for match reduction shall be submitted no later than forty-five (45) days after the county budget has been approved or by the first quarter by the governing body of the jurisdiction, or the opportunity to request shall be waived.

REQUIRED CERTIFICATION BY AUTHORIZED REPESENTATIVE

I, _____, certify that the above match requirements have been met in accordance with the 2021-2022 EMPA Agreement and Rule 27P-19, Florida Administrative Code.

I, _____, certify that _____ (RECIPIENT'S COUNTY), will not meet the match requirement. Attached is the request for waiver.

PRINTED NAME: _____

TITLE: _____

DATE: _____

FY 2021 – 2022 EMPA AGREEMENT
ATTACHMENT J-REPORTING FORMS

FLORIDA DIVISION OF EMERGENCY MANAGEMENT
2021-2022 EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE GRANT - EMPA
DIVISION FORM 4 - STAFFING DETAIL
COUNTY EMERGENCY MANAGEMENT AGENCY
ANTICIPATED SALARIES & BENEFITS

SUB-RECIPIENT:	FL COUNTY	POINT OF CONTACT:	Jane Doe, Planner	PHONE/EMAIL:	123-123-1234

	EMPLOYEE INFORMATION			LOCAL		STATE AND FEDERAL						
#	Employee Name, Position Title & Area of Responsibility *(Preparedness, Response, Recovery, Mitigation & Finance* [1]	Approx. # of Hrs. per week Devoted to EM activities [2]	Annual Total Salaries & Benefits $ by Position [3]	% County General Fund (Local) [4]	% Other Local Funds [5]	% EMPA Base Grant (State) [6]	$ EMPA Base Grant (State) [7]	% EMPG Base Grant (Federal) [8]	$ EMPG Base Grant (Federal) [9]	% HMGP Planning Grant (State) [10]	% Other State or Federal Funds [11]	% Total All Funds [12]
1	Ex. Jane Doe, Director, ALL	40	$ 60,000.00			50%	$30,000.00	50%	$30,000.00			100%
2							$ -		$0.00			0%
3							$ -		$0.00			0%
4							$ -		$0.00			0%
5							$ -		$0.00			0%
6							$ -		$0.00			0%
7							$ -		$0.00			0%
8							$ -		$0.00			0%
9							$ -		$0.00			0%
10							$ -		$0.00			0%
11							$ -		$0.00			0%
12							$ -		$0.00			0%
13							$ -		$0.00			0%
14							$ -		$0.00			0%
15							$ -		$0.00			0%
16							$ -		$0.00			0%
17							$ -		$0.00			0%
18							$ -		$0.00			0%
19							$ -		$0.00			0%
20							$ -		$0.00			0%
						TOTAL	**$30,000.00**		**$30,000.00**			

DIRECTIONS:

1. In Column #1, list the name, position title and area of responsibility(s) for all Emergency Management staff, regardless if paid through grant funding.
2. In Column #2, enter the amount of anticipated hours worked per week for grant related activities for each EM position.
3. In Column #3, list total anticipated annual amount of Salaries and Benefits to be paid for each EM position.
4. In Columns #4-11, provide the funding distribution (% or $) in each applicable column.
5. Column #12 calculates the sum of percentages entered in Columns 4 - 11 and must equal 100% of the anticipated annual salaries and benefits per EM position.
6. Please provide to the Division updates or revisions to this form throughout the period of the agreement, as necessary.
7. This form is to be submitted to the Division along with the 1st Quarter submission, or by November 15, 2021, whichever occurs first.

FLORIDA DIVISION OF EMERGENCY MANAGEMENT
2021-2022 EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE GRANT - EMPA
DIVISION FORM 5-CLOSE-OUT REPORT

DIVISION FORM 5 - CLOSEOUT REPORT shall be completed and submitted to the Division no later than sixty (60) days after the termination date of the agreement. The 2021-2022 period of agreement ends on June 30, 2022. DIVISION Form 5 is due by August 30, 2022.

RECIPIENT: _____ **AGREEMENT#:** _____

POINT OF CONTACT: _____ **EMPA AWARD AMOUNT:** _____

PHONE/EMAIL: _____ **UNCLAIMED BALANCE:** _____

REIMBURSEMENTS RECEIVED BY THE RECIPIENT
(Include any advanced funds and final requested payment)

ALLOCATION CATEGORIES	ALLOCATIONS	DATE	AMOUNT
1. PLANNING	$ -		$ -
2. ORGANIZATION			
3. TRAINING			
4. EXERCISE			
5. EQUIPMENT			
6. MANAGEMENT AND ADMIN.			
$ -		$ -	

AWARD AMOUNT: $ -

(LESS ADVANCED FUNDS)

(LESS REIMBURSEMENTS) $ -

UNCLAIMED BALANCE OF AWARD $ -

In accordance with Rule 27P-19.011, Florida Administrative Code, base grants shall be matched at an amount either equal to the average of the previous three years' level of county general revenue funding of the County Emergency Management Agency or the level of funding for the County Emergency Management Agency for the last fiscal year, whichever is lower. Required with this form, the county needs to provide a copy of the current EM local budget (general revenue) and general ledger expenditure report as of 6/30/2022.

RECIPIENT	2021-2022 LOCAL	2020-2021 LOCAL	2019-2020 LOCAL	2018-2019 LOCAL	AVERAGE OF PREVIOUS 3 YEARS	2021-2022 EM LOCAL GENERAL REVENUE EXPENDITURES
Exmple: FL County						

SIGNATURE REQUIRED

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the conditions of the 2021-2022 EMPA agreement.

SIGNATURE AND DATE: _____
AUTHORIZED REPRESENTATIVE

PRINTED NAME AND TITLE: _____

Refund and/or final interest checks are due no later than ninety (90) days after the expiration of the agreement. Please submit this form and supporting documentation to: Florida Division of Emergency Management, 2555 Shumard Oak Blvd., Tallahassee, FL 32399, Attn: (Division Grant Manager)

BELOW TO BE COMPLETED BY DIVISION

SIGNATURE AND DATE: _____
DIVISION GRANT MANAGER

SIGNATURE AND DATE: _____
DIVISION PROGRAMMATIC REVIEWER

FY 2021 – 2022 EMPA AGREEMENT
ATTACHMENT J-REPORTING FORMS

FLORIDA DIVISION OF EMERGENCY MANAGEMENT

2020-2021 EMERGENCY MANAGEMENT PERFORMANCE GRANT - EMPA BASE GRANT
DIVISION FORM 6 - TIME AND EFFORT

This form is required to accompany reimbursement claims for salaries charged to the grant.

EM EMPLOYEE NAME: _____ **QUARTERLY REPORTING PERIOD:** October 1 - December 31

PERIOD DATES: _____ **TO** _____ **CLAIM #:** _____

Ex: 10/01/2020-10/14/2021		Week 1								Week 2								CATEGORY TOTALS
ALLOCATION CATEGORY		S	S	M	T	W	T	F	Total	S	S	M	T	W	T	F	Total	
1	PLANNING								0								0	0
2	ORGANIZATION								0								0	0
3	TRAINING								0								0	0
4	EXERCISE								0								0	0
5	EQUIPMENT								0								0	0
6	MGMT & ADMIN								0								0	0
	DAILY TOTALS	0	0	0	0	0	0	0		0	0	0	0	0	0	0		
									PERIOD ONE TOTAL	0							PERIOD TWO TOTAL	0	0

Ex. 10/15/20-10/30/20		Week 3								Week 4								CATEGORY TOTALS
ALLOCATION CATEGORY		S	S	M	T	W	T	F	Total	S	S	M	T	W	T	F	Total	
1	PLANNING								0								0	0
2	ORGANIZATION								0								0	0
3	TRAINING								0								0	0
4	EXERCISE								0								0	0
5	EQUIPMENT								0								0	0
6	MGMT & ADMIN								0								0	0
	DAILY TOTALS	0	0	0	0	0	0	0		0	0	0	0	0	0	0		
									PERIOD ONE TOTAL	0							PERIOD TWO TOTAL	0	0

		Week 5								Week 6								CATEGORY TOTALS
ALLOCATION CATEGORY		S	S	M	T	W	T	F	Total	S	S	M	T	W	T	F	Total	
1	PLANNING								0								0	0
2	ORGANIZATION								0								0	0
3	TRAINING								0								0	0
4	EXERCISE								0								0	0
5	EQUIPMENT								0								0	0
6	MGMT & ADMIN								0								0	0
	DAILY TOTALS	0	0	0	0	0	0	0		0	0	0	0	0	0	0		
									PERIOD ONE TOTAL	0							PERIOD TWO TOTAL	0	0

		Week 7								Week 8								CATEGORY TOTALS
ALLOCATION CATEGORY		S	S	M	T	W	T	F	Total	S	S	M	T	W	T	F	Total	
1	PLANNING								0								0	0
2	ORGANIZATION								0								0	0
3	TRAINING								0								0	0
4	EXERCISE								0								0	0
5	EQUIPMENT								0								0	0
6	MGMT & ADMIN								0								0	0
	DAILY TOTALS	0	0	0	0	0	0	0		0	0	0	0	0	0	0		
									PERIOD ONE TOTAL	0							PERIOD TWO TOTAL	0	0

		Week 9								Week 10								CATEGORY TOTALS
ALLOCATION CATEGORY		S	S	M	T	W	T	F	Total	S	S	M	T	W	T	F	Total	
1	PLANNING								0								0	0
2	ORGANIZATION								0								0	0
3	TRAINING								0								0	0
4	EXERCISE								0								0	0
5	EQUIPMENT								0								0	0
6	MGMT & ADMIN								0								0	0
	DAILY TOTALS	0	0	0	0	0	0	0		0	0	0	0	0	0	0		
									PERIOD ONE TOTAL	0							PERIOD TWO TOTAL	0	0

		Week 11								Week 12								CATEGORY TOTALS
ALLOCATION CATEGORY		S	S	M	T	W	T	F	Total	S	S	M	T	W	T	F	Total	
1	PLANNING								0								0	0
2	ORGANIZATION								0								0	0
3	TRAINING								0								0	0
4	EXERCISE								0								0	0
5	EQUIPMENT								0								0	0
6	MGMT & ADMIN								0								0	0
	DAILY TOTALS	0	0	0	0	0	0	0		0	0	0	0	0	0	0		
									PERIOD ONE TOTAL	0							PERIOD TWO TOTAL	0	0

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the conditions of the 2021-2022 EMPA agreement.

Employee Signature:	Date:	Supervisor Signature:	Date:

Agreement Number: G0271

FEDERALLY-FUNDED SUBAWARD GRANT AGREEMENT

EMERGENCY MANAGEMENT PERFORMANCE GRANT

2 C.F.R. §200.1 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.1, "pass-through entity" means "a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program."

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

As defined by 2 C.F.R. §200.1, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.1, "subaward" means "an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.33

Sub-Recipient's name:	**Highlands County**
Sub-Recipient's unique entity identifier (DUNS):	
Federal Award Identification Number (FAIN):	**EMA-2021-EP-00007**
Federal Award Date:	10/01/2020 to 09/30/2023
Subaward Period of Performance Start and End Date:	**07/1/ 2021 – 06/30/2022**
Amount of Federal Funds Obligated by this Agreement:	$59,803.00
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity:	$59,803.00

Federal award project description (see FFATA): The purpose of the Emergency Management Performance Grant (EMPG) Program is to provide federal funds to states to assist state, local, territorial, and tribal governments in preparing for all hazards, as authorized by Section 662 of the Post-Katrina Emergency Management Reform Act of 2006 (PKEMRA), as amended, (Pub. L. No. 109-295) (6 U.S.C. § 762); the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.); the Earthquake Hazards Reduction Act of 1977, as amended (Pub. L. No. 95-124) (42 U.S.C. §§ 7701 et seq.); and the National Flood Insurance Act of 1968, as amended (Pub. L. No. 90-448) (42 U.S.C. §§ 4001 et seq.).

Name of Federal awarding agency:	Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), and Grant Program Directorate (GPD)
Name of pass-through entity:	Florida Division of Emergency Management
Contact information for the pass-through entity:	Nee Edwards (850) 815-4340
Assistance Listings Number:	97.042
Whether the award is Research & Development:	No (N/A)
Indirect cost rate for the Federal award:	

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

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

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. 2 C.F.R. §200.92 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

B. As defined by 2 C.F.R. §200.74, "pass-through entity" means "a non-Federal entity that provides a subaward to a Sub-Recipient to carry out part of a Federal program."

C. As defined by 2 C.F.R. §200.93, "Sub-Recipient" means "a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program."

D. As defined by 2 C.F.R. §200.38, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

E. As defined by 2 C.F.R. §200.92, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

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

(1) SCOPE OF WORK

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

(2) INCORPORATION OF LAWS, REGULATIONS, AND POLICIES

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

(3) PERIOD OF AGREEMENT

(a) This agreement period will begin on **July 01, 2021**, and will end on **June 30, 2022**, unless terminated earlier in accordance with provisions of this Agreement, including, but not limited to Paragraph (12) TERMINATION, of this Agreement.

(4) FUNDING CONSIDERATION

(a) This is a cost reimbursement agreement. Division shall reimburse Sub-Recipient for allowable costs incurred in the satisfactory performance of work hereunder in an amount not to exceed **$59,803.00** subject to legality of the expenditures, availability of funds, and appropriate budget authority.

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

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

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

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

(5) REPORTS

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

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

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

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

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

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

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

(6) MONITORING

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

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

(7) SUBCONTRACTS

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

i. Contractor is bound by all applicable State and Federal law and regulations;

ii. Contractor shall indemnify and hold Division and Sub-Recipient harmless against all claims of whatever nature arising out of or related to the contractor's performance of under this Agreement, to the extent allowed by law; and

iii. Prior to entering into a contract with any contractor to be paid from funds from this Agreement, Sub-Recipient shall submit to Division a completed Attachment C, Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion to this Agreement.

(8) AUDITS

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

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

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

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

(9) LIABILITY

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

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

(10) DEFAULT

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

(a) Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;

(c) Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete, or insufficient information; or,

(d) The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(11) REMEDIES

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

(a) Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

(b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds;

(e) Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance;

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected;

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or;

iv. Require the Sub-Recipient to reimburse the Division for costs incurred for any items determined to be ineligible;

(f) Exercise any other rights or remedies which may be available under law.

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

(12) TERMINATION

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

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

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

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

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

(13) PROCUREMENT

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

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

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

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

i. Terminate this Agreement in accordance with the provisions outlined in Paragraph (12) above; and,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

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

i. Terminate this Agreement in accordance with the provisions outlined in Paragraph (12) above; and,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that subcontract.

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

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

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

i. Place unreasonable requirements on firms in order for them to qualify to do business;

ii. Require unnecessary experience or excessive bonding;

iii. Use noncompetitive pricing practices between firms or between affiliated companies;

iv. Execute noncompetitive contracts to consultants that are on retainer contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

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

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

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

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

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

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

(14) ATTACHMENTS AND EXHIBITS

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

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

(c) This Agreement has the following attachments:

Exhibit 1 – Audit Requirements

Exhibit 2– Funding Sources

Exhibit 3– Single Audits

Attachment A – Scope of Work

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

Attachment A (2) – Proposed Budget Detail Worksheet

Attachment A (3) – Quarterly Reports

Attachment B – Justification of Advance Payment

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

Attachment D – Warranties and Representations

Attachment E – Statement of Assurances

Attachment F – Mandatory Contract Provisions

Attachment G – Certification Regarding Lobbying

Attachment H – Reporting Forms

(15) NOTICE OF CONTACT

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

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

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

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

Programmatic Point of Contact
Kizzy Caban FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850)815-4348 Kizzy.Caban@em.myflorida.com

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

Name: LaTosha Reiss
Title: Emergency Management Director
Address: 6850 W. George Blvd. Sebring, FL 33875
Phone: 863-402-7400
Email: lreiss@hbcc.org

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

(16) PAYMENTS

(a) Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Justification of Advance Payment as Attachment B. Justification of Advance (Attachment B) will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

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

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

(17) REPAYMENTS

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

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

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

(18) MANDATED CONDITIONS AND OTHER LAWS

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

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(19) FEDERAL REQUIREMENTS PERTAINING TO LOBBYING

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

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

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

(d) The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

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

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

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

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

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

(20) COPYRIGHT, PATENT, AND TRADEMARK

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

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

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

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

property exists. The Division shall then, under Paragraph (20)(b), have the right to all patents and copyrights which accrue during performance of the Agreement.

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

(21) LEGAL AUTHORIZATION

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

(22) STATEMENT OF ASSURANCES

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

(23) RECORDS

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

(b) As required by 20.055(6)(c) and 215.97(5)(b), Florida Statutes, the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient ’s personnel for the purpose of interview and discussion related to such documents.

(c) As required by Florida Department of State’s record retention requirements (Chapter 119, Florida Statutes) and by 2CFR 200.334, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or

consultants paid from funds under this Agreement, for a period of 3 years from the date of submission of the final expenditure report. The following are the only exceptions to the 3-year requirement:

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

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

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

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

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

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

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

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

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

(g) Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of

those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient 's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(24) TERMS AND CONDITIONS

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

(25) EXECUTION

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

(26) MODIFICATION

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

(27) EQUAL OPPORTUNITY EMPLOYMENT

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

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

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

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

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

iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

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

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

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

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

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

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

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

(c) The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it

will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

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

(28) COPELAND ANTI-KICKBACK ACT

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

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

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

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

(29) CONTRACT WORK HOURS AND SAFETY STANDARDS

(a) If the Sub-Recipient , with the funds authorized by this Agreement, enters into a contract that exceeds $100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours

in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

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

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

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

(31) SUSPENSION AND DEBARMENT

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

> i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
>
> ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
>
> iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
>
> iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(32) BYRD ANTI-LOBBYING AMENDMENT

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

> Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31

U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

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

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

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

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (i). through v. of this subparagraph.

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

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

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

STATE OF FLORIDA

FLORIDA DIVISION OF EMERGENCY MANAGEMENT

FEDERALLY FUNDED RECIPIENT AGREEMENT

SIGNATURE PAGE

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

SUB-RECIPIENT: HIGHLANDS COUNTY

By: _____

Scott Kirouac, Board Chairman - Highlands County Board of County Commissioners
(Name and Title)

Date: August 17, 2021

Attest: _____ (SEAL)
Jerome Kaszubowski, Clerk

_59-6000655_____

Federal Identification Number

__053 222 506_____

DUNS Number

___G0271_____

Agreement Number

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: _____

_____

(**Kevin Guthrie, Division Director)**

Date: _____

EXHIBIT 1 – AUDIT REQUIREMENTS

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

MONITORING

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

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

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

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

AUDITS

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

In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

When conducting an audit of the Sub-Recipient 's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

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

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

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

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

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

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

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

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

REPORTS

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

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

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

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

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

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

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

Federal Program:

1. C.F.R. 200, Uniform Administrative Requirements for Federal Grants
2. Appendix "H", FEMA Preparedness Grants Manual, FEMA Grant Program Directorate, dated February 2021
3. The Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year (FY) 2021 Emergency Management Performance Grant Program (EMPG)

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

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Federal Program: N/A

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project: N/A

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

AUDIT COMPLIANCE CERTIFICATION	
Email a copy of this form at the time of agreement submission to the Division at: DEMSingle_Audit@em.myflorida.com.	
Sub-Recipient: HIGHLANDS COUNTY	
FEIN:	**Sub-Recipient 's Fiscal Year: 2020**
Contact Name:	**Contact's Phone:**
Contact's Email:	

1. Did Sub-Recipient expend the State Financial Assistance, during its fiscal year, that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Sub-Recipient and the Florida Division of Emergency Management (FDEM)? ☐ Yes ☐ No

If the above answer is yes, answer the following before proceeding to item 2.

Did Sub-Recipient exceed $750,000 or more of State financial assistance (from Division and all other sources of State financial assistance combined) during its fiscal year? ☐ Yes ☐ No

If yes, Sub-Recipient certifies that it will timely comply with all applicable State single or project specific audit requirements of section 215.97(2)(i), Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did Sub-Recipient expend Federal awards during it fiscal year that it received under any agreement (e.g. contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Sub-Recipient and Division? ☐ Yes ☐ No

If the above answer is yes, answer the following before proceeding to item 2.

Did Sub-Recipient exceed $750,000 or more of State financial assistance (from Division and all other sources of State financial assistance combined) during its fiscal year? ☐ Yes ☐ No

If yes, Sub-Recipient certifies that it will timely comply with all applicable single or program – specific audit requirements of title 2 C.F.R. part 200, subpart F, as adopted and supplement by DHS at 2 C.F.R. part 200.

By signing below, I certify, on behalf of Sub-Recipient, that the above representations for items 1 and 2 are correct.

Signature of Authorized Representative	**Date**
Printed Name of Authorized Representative	**Title of Authorized Representative**

FY 2021 - 2022 EMPG AGREEMENT
ATTACHMENT A – SCOPE OF WORK

I. GENERAL POLICY

The EMPG Program contributes to the implementation of the National Preparedness System by supporting the building, sustaining, and delivery of core capabilities. The intent of the EMPG Grant Agreement is to provide each county with the means to successfully manage and operate an Emergency Management Program by enhancing county emergency management plans and programs that are consistent with the State and Local Comprehensive Emergency Management Plans and Chapter 252, Florida Statutes.

Sub-Recipient shall designate an individual, referred to by Division as the Grant Manager, who will be responsible for ensuring that the following activities are adhered to:

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

II. SUB-RECIPIENT RESPONSIBILITIES

Sub-Recipient shall support efforts to build and sustain core capabilities across the Prevention, Protection, Mitigation, Response, and Recovery mission areas described in the National Preparedness Goal.

Counties must be able to prepare for, respond to, recover from, and mitigate against natural and man-made disasters/emergencies. Each Emergency Management staff person must work the number hours and assume the responsibilities for the duties in their official position description as well as provide the coordination and support for all incidents within their jurisdiction.

TASKS AND DELIVERABLES:

The Sub-Recipient must successfully complete the following tasks and deliverables throughout the period of performance. Quarterly Tasks (Form1B) will need to be provided each quarter to show completion or progress towards the completion of each task.

TASK 1: MATCH

A. QUARTERLY MATCH

The EMPG agreement has a requirement of **50% Federal share and 50% Sub-Recipients share** of the total award amount. Unless otherwise authorized by law, Federal funds cannot be matched with other Federal funds. To meet matching requirements, the Sub-Recipient contributions **must** be reasonable, allowable, allocable, and necessary under the grant program and **must** comply with all Federal requirements and regulations.

Note: An Interim Final Rule indicates that Treasury's ARPA funding is being treated as a grant, and as such cannot be used for cost share purposes. Other Restrictions on Use Payments from the Fiscal Recovery Funds are also subject to pre-existing limitations provided in other Federal statutes and regulations and may not be used as non-Federal match for other Federal programs whose statute or regulations bar the use of Federal funds to meet matching requirements.

In order to demonstrate successful completion of task 1 for quarter 1-4, the Recipient must submit the following items in the Division's Salesforce system:

DELIVERABLES

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

Reporting Requirements;

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

Supporting Documentation: Invoices, receipts, paystubs, certified timesheets, earning statements, cancelled checks, credit card statements, bank statements for proof of payment at least equal to the amount of reimbursement requested for that quarter.

TASK 2: BUILDING AND SUSTAINING CORE CAPABILITIES

A. NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) IMPLEMENTATION

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

All Sub-Recipients must certify that they are NIMS compliant or working towards compliance and will furnish documentation upon request. All Sub-Recipients are required to complete and submit the NIMS Data Collection Worksheet _Local compliance annually.

In order to demonstrate successful completion of task 2 for quarter 2, the Recipient must submit the following items to the Bureau Chief of Preparedness:

DELIVERABLES

- NIMS Data Collection Worksheet Local, provided by the Preparedness Bureau, in the month of September, will be submitted electronically by **December 01, 2021** to the Bureau Chief of Preparedness;

Reporting Requirements:

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

Supporting Documentation: The NIMS Data Collection Worksheet_ Local.

B. LOGISTICS PLANNING – DISTRIBUTION MANAGEMENT PLAN

Continuing the requirement from 2020, counties will begin an update of its' Logistics Plan, a component to their existing Local Comprehensive Emergency Management Plan (CEMP). The Logistics plan, for this agreement cycle, should focus on the distribution of commodities and supplies such as food, water, generators, and tarps to survivors following a disaster.

Section 252.35 (2)(g), Florida Statutes, requires the Department to:

- Ascertain the requirements of the state and its political subdivisions for supplies and equipment of all kinds in the event of a disaster; and

- Plan for and either procure supplies, medicines, materials, and equipment or enter into memoranda of agreement or open purchase orders that will ensure their availability.

Completion of this requirement ensures statewide resource requirements are identified.

In order to demonstrate successful completion of task 2 for quarter 4, the Recipient must submit the following items to the Division Logistics Section:

DELIVERABLES

- Provide the updated Logistics Plan Component addressing the following:
  - Resource Ordering
  - Distribution Methods
  - Inventory Management
  - Staging areas
  - Transportation
  - Demobilization

Reporting Requirements (Quarter 4).

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

Supporting Documentation: Submission of draft plan for review by Division Logistics Section no later than June 30, 2022.

TASK 3: VALIDATING CAPABILITIES

A. INTEGRATED PREPAREDNESS PROGRAM (IPP)

The Sub-Recipient shall develop and maintain an Integrated Preparedness Program (IPP) that identifies a combination of exercises and associated training requirements that address priorities and build gaps identified in the Integrated Preparedness Program Workshop (IPPW) and builds from training gaps identified in the county assessment process.

The IPP is designed to consolidate the training and exercise that will be undertaken by any and all stakeholders within the State of Florida in an effort to maximize opportunities to coordinate, collaborate, and improve effectiveness of each stakeholder's (the Whole Community) capacity/capability when responding or assisting in the response to, recovery from, and mitigation of impacts from any of the "All Hazards" threats. Training and exercises play a crucial role in this strategy, providing the State with a means of attaining, practicing, validating, and improving core capabilities.

In order to demonstrate successful completion of task 3 for quarter 4, the Recipient must submit the following items to the Staff Development Training Consultant:

DELIVERABLES

- The County 2023-2025 IPP by **February 1, 2022** and submit to Ivy Baker, Staff Development Training Consultant at email: Ivy.Baker@em.myflorida.com Phone: (850) 815-4306.

Reporting Requirements:

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

Supporting Documentation: Submission of IPP by Division Training and Exercise Section not later than February 1, 2022.

B. TRAINING AND EXERCISE

Training and Exercise activities must enhance the capabilities of emergency management personnel, including establishing, supporting, conducting, and attending training deliveries. Training activities should align to a current, IPP developed through an annual IPPW and should reflect efforts to address training capabilities gaps.

In addition to training activities aligned to and addressed in the IPP, all EMPG funded personnel must complete the following training requirements and record proof of completion:

- NIMS Training, Independent Study (IS)-100 (any version), IS-200 (any version), IS-700 (any version), and IS-800 (any version), and Professional Development Series (PDS); or Emergency Management Professionals Program (EMPP) Basic Academy.

Exercises play a vital role in national preparedness by enables whole community stakeholders to test and validate plans and capabilities and identify both capability gaps and areas for improvement.

Exercises also test capabilities, familiarize emergency management personnel with role and responsibilities, foster meaningful interaction and communication across organizations. Exercises bring together and strengthen the whole community in its efforts to prevent, protect against, mitigate, respond to, and recover from all hazards.

In order to demonstrate successful completion of task 3 for quarter 1-4, the Recipient must submit the following items to the Divisions Salesforce system:

DELIVERABLES

- The Division **Form 4** - Staffing Detail for all funded EMPG personnel;
- Training transcripts for funded EMPG personnel listed on the Division **Form 4** – Staffing Detail. If certificates are uploaded into SERT TRAC, Grant Manager will request a copy of the transcript from the Training and Exercise Unit (T&E);
- Provide sign in sheet or certificate or participation in at least three (3) exercises for funded EMPG personnel during the period of performance
- Provide the percentage of completed training and exercise activities listed on the current IPP;

Reporting Requirements

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

NOTE: Additional course completion documentation is required only if; new personnel are listed on the Staffing Detail Form.

ALLOWABE COSTS AND ELIGIBLE ACTIVITIES – BUDGET DIRECTIONS

I. CATEGORIES AND ELIGIBLE ACTIVITIES

The 2021 EMPG Funding Guidance allowable costs are divided into the following categories: **Planning, Organization, Equipment, Training, Exercise, and Management and Administration.**

A. PLANNING

Planning spans all five National Preparedness Goal (the Goal) mission areas and provides a baseline for determining potential threats and hazards, required capabilities, required resources, and establishes a framework for roles and responsibilities. Planning provides a methodical way to engage the whole community in the development of a strategic, operational, and/or community-based approach to preparedness.

Plans should have prior review and approval from the respective DEM state program. Funds may not be reimbursed for any plans that are not approved.

EMPG Program funds may be used to develop or enhance emergency management planning activities. Some examples include, but not limited to:

- Emergency Operation Plans/ Local Comprehensive Emergency Management Planning
- Communications Plans
- Administrative Plans
- Whole Community Engagement/Planning
- Resource Management Planning
- Sheltering and Evacuation Planning
- Recovery Planning
- Continuity Plans

Planning Costs Supporting Documentation:

- Copies of completed plan, contracts, Memorandum of Understanding or agreements with consultants or sub-contractors providing services and documenting hours worked and proof employee was paid (paystubs, earning statements, payroll expenditure reports).
- Copies of invoices, receipts and cancelled checks, credit card statements, bank statements for proof of payment.

B. ORGANIZATION

EMPG Program funds may be used for all-hazards emergency management operations, staffing, and other day-to-day activities in support of emergency management. Personnel costs, including salary, overtime and backfill, compensatory time off, and associated fringe benefits are allowable costs with EMPG Program funds. These costs must comply with 2 C.F.R. Part 200, Subpart E – Cost Principles.

Eligible **"Organization Cost"** items include, but are not limited to:

- Salaries and Fringe Benefits
  - Copies of certified timesheets with employee and supervisor signature documenting hours worked or Division Form 6 - Time and Effort and proof employee was paid (paystubs, earning statements, and payroll expenditure reports).
  - Position descriptions for funded EMPG personnel and any position being used as match;
- Utilities (electric, water and sewage)
- Service/Maintenance agreements (provide vendor debarment and service agreement for contractual services)
- Office Supplies/Materials
- IT Software Upgrades
- Memberships

- Publications
- Postage
- Storage
- **Other Personnel/Contractual Services**
  - Reimbursement for services by a person(s) who is not a regular or full-time employee filling established positions. This includes but is not limited to temporary employees, student or graduate assistants, fellowships, part time academic employment, board members, consultants, and other services.
    - Consultant Services require a pre-approved Contract or purchase order by the Division. Copies of additional quotes should also be supplied when requesting pre-approval. These requests should be sent to the grant manager for the Division for review.
- **Maintenance and Enhancement**
  - Major repairs to the County Emergency Operations Center (Need prior EHP approval)
  - Central Heat/Air (Need prior EHP approval)
  - Out buildings for storage of Emergency Management Equipment (Need prior EHP approval)
  - Security Improvements (i.e. Cameras and equipment to operate)
  - Generators and Installation (Need prior EHP approval)

Maintenance and Sustainment:
The use of FEMA preparedness grant funds for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are allowable under all active grant awards, unless otherwise noted.

EMPG Program grant funds are intended to support the Goal and fund activities and projects that build and sustain the capabilities necessary to prevent, protect against, mitigate the effects of, respond to, and recover from those threats that pose the greatest risk to the security of the Nation. In order to provide Sub-Recipients the ability to meet this objective, the policy set forth in GPD's IB 379 (Guidance to State Administrative Agencies to Expedite the Expenditure of Certain DHS/FEMA Grant Funding) allows for the expansion of eligible maintenance and sustainment costs, which must be in: (1) direct support of existing capabilities; (2) must be an otherwise allowable expenditure under the applicable grant program; (3) be tied to one of the core capabilities in the five mission areas contained within the Goal, and (4) shareable through the EMAC. Additionally, eligible costs may also be in support of equipment, training, and critical resources that have previously been purchased with either federal grant funding or any other source of funding other than DHS/FEMA preparedness grant program dollars. Additional guidance is provided in FEMA Policy FP 205-402-125-1, Maintenance Contracts and Warranty Coverage Funded by Preparedness Grants, located at: http://www.fema.gov/media-library/assets/documents/32474.

Organization Costs Supporting Documentation
If the recipient seeks reimbursement for operational activities, then the following shall be submitted:

- For salaries, provide copies of certified timesheets with employee and supervisor signature documenting hours worked or Division Form 6 - Time and Effort and proof employee was paid (paystubs, earning statements, payroll expenditure reports).
- Expense items need to have copies of invoices, receipts and cancelled checks, credit card statements, bank statements for proof of payment. All documentation for reimbursement amounts must be clearly visible and defined (i.e., highlighted, underlined, circled on the required supporting documentation).

The Quarterly Tasks (**Form 1B**) is due every quarter with the quarterly financial report. This is to identify emergency management personnel, all EMPG funded employees and the completion of the required tasks and deliverables as outlined in the scope of work during the agreement period.

C. EQUIPMENT

Allowable equipment categories for the EMPG Program are listed on the web-based version of the Authorized Equipment List (AEL) at https://www.fema.gov/authorized-equipment-list. Unless otherwise stated, equipment must meet all mandatory regulatory and/or FEMA-adopted standards to be eligible for purchase using these funds. In addition, agencies will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

Allowable equipment includes equipment from the following AEL categories:

- Personal Protective Equipment (PPE) (Category 1)
- Information Technology (Category 4)
- Cybersecurity Enhancement Equipment (Category 5)
- Interoperable Communications Equipment (Category 6)
- Detection Equipment (Category 7)
- Power Equipment (Category 10)
- Chemical**,** Biological**,** Radiological**,** Nuclear**,** and Explosive (CBRNE) Reference Materials (Category 11)
- CBRNE Incident Response Vehicles (Category 12)
- Physical Security Enhancement Equipment (Category 14)
- CBRNE Logistical Support Equipment (Category 19)
- Other Authorized Equipment (Category 21)

In addition to the above, general purpose vehicles can be procured in order to carry out the responsibilities of the EMPG Program. If Sub-Recipients have questions concerning the eligibility of equipment not specifically addressed in the AEL, they should contact their Grant Manager for clarification.

Sub-Recipients should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Large equipment purchases must be identified and explained. For more information regarding property management standards for equipment, please reference 2 C.F.R. Part 200, including 2 C.F.R. §§ 200.310, 200.313, and 200.316.

Requirements for Small Unmanned Aircraft System

All requests to purchase Small Unmanned Aircraft System (SUAS) must comply with Information Bulletin (IB) 426 and must include the policies and procedures in place to safeguard individuals' privacy, civil rights, and civil liberties in the jurisdiction that will purchase, take title to, or otherwise use the SUAS equipment.

Funding for Critical Emergency Supplies

Critical emergency supplies—such as shelf stable products, water, and basic medical supplies—are an allowable expense under EMPG. DHS/FEMA must approve a state's five-year viable inventory management plan prior to allocating grant funds for stockpiling purposes. The five-year plan should include a distribution strategy and related sustainment costs if the grant expenditure is over $100,000.

Equipment Acquisition Costs Supporting Documentation

- Provide copies of invoices, receipts and cancelled checks, credit card statements, bank statements for proof of payment.
- Provide the Authorized Equipment List (AEL) # for each equipment purchase.

Unauthorized Equipment - Related Costs

- Unallowable Equipment: Grant funds must comply with IB 426 and may not be used for the purchase of the following equipment: firearms, ammunition, grenade launchers, bayonets, or weaponized aircraft, vessels, or vehicles of any kind with weapons installed.
- Expenditures for weapons systems and ammunition.

D. TRAINING

EMPG Training funds may be used for a range of emergency management-related training activities to enhance the capabilities of local emergency management personnel through the establishment, support, conduct, and attendance of training. Training activities should align to a current IPP developed through an annual Integrated Preparedness Program Workshop (IPPW). Training should foster the development of a community-oriented approach to emergency management that emphasizes engagement at the community level, strengthens best practices, and provides a path toward building sustainable resilience.

All EMPG-funded personnel are expected to be trained emergency managers. In addition to training activities aligned to and addressed in the IPP, all EMPG -funded personnel (including full- and part-time state, local, tribal, and territorial (SLTT) recipients and Sub-Recipients) shall complete the following training requirements and record proof of completion:

(1) NIMS Training, Independent Study (IS)-100 (any version), IS-200 (any version), IS-700 (any version), and IS-800 (any version) AND;

(2) Professional Development Series (PDS) OR the Emergency Management Professionals Program (EMPP) Basic Academy listed in the chart below.

Professional Development Series or Basic Academy		
PDS **Professional Development Series**		**Basic Academy** **Basic Academy Pre-requisites and Courses**
IS-120.a An Introduction to Exercises		IS-100 (any version) Introduction to the Incident Command System
IS-230.d Fundamentals of Emergency Management		IS-700 (any version) National Incident Management System (NIMS)-An Introduction
IS-235.b Emergency Planning		IS-800 (any version) National Response Framework, An Introduction
IS-240.b Leadership and Influence	**OR**	IS-230.d Fundamentals of Emergency Management
IS-241.b Decision Making and Problem Solving		E/L101 Foundations of Emergency Management
IS-242.b Effective Communication		E/L102 Science of Disasters
IS-244.b Developing and Managing Volunteers		E/L103 Planning Emergency Operations
		L-146 HEEP
		E/L105 Public Information & Warning

Additional types of training or training related activities include, but are not limited to, the following:

- Developing/enhancing systems to monitor training programs
- Conducting all hazards emergency management training
- Attending Emergency Management Institute (EMI) training or delivering EMI train-the-trainer courses
- Attending other FEMA-approved emergency management training
- State-approved, locally sponsored CERT training
- Mass evacuation training at local, state, and tribal levels

For training, the number of participants must be a minimum of 15 in order to justify the cost of holding a course. For questions regarding adequate number of participants, please contact the Division State Training Officer for course specific guidance. Unless the recipient receives advance written approval from the State Training Officer for the number of participants, then the Division must reduce the amount authorized for reimbursement on a pro-rata basis for any training with less than 15 participants.

When conducting an exercise that shall include meals for the attendees, the recipient shall submit a request for approval to the Division no later than 25 days prior to the event to allow for both the Division

and the Department of Financial Services to review. The request for meals must be submitted on letterhead and must include the date of exercise, agenda, number of attendees, and costs of meals.

Allowable training-related costs include the following:

- **Develop, Deliver, and Evaluate Training.** This includes costs related to administering the training: planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment. Training should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any training or training gaps, including those for children and individuals with disabilities or access and functional needs, should be identified in the Integrated Preparedness Program (IPP) and addressed in the training cycle. States are encouraged to use existing training rather than developing new courses. When developing new courses states are encouraged to apply the Analyze, Design, Develop, Implement and Evaluate (ADDIE) model for instruction design.
- **Overtime and Backfill.** The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of attendance at FEMA and/or approved training courses and programs are allowable. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or FEMA, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- **Travel.** Travel costs (e.g., airfare, mileage, per diem, and hotel) are allowable as expenses by employees who are on travel status for official business related to approved training.
- **Hiring of Full or Part-Time Staff or Contractors/Consultants.** Full or part-time staff or contractors/consultants may be hired to support direct training-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or unit(s) of local government and have the approval of the state or FEMA, whichever is applicable.
- **Certification/Recertification of Instructors.** Costs associated with the certification and re-certification of instructors are allowed. States are encouraged to follow the FEMA Instructor Quality Assurance Program to ensure a minimum level of competency and corresponding levels of evaluation of student learning. This is particularly important for those courses which involve training of trainers.

Conferences

The Division recognizes the important role that conferences can play in the professional development of emergency managers.

2 C.F.R. §200.432 defines the term conference as "a meeting, retreat, seminar, symposium, workshop or event whose primary purpose is the dissemination of technical information beyond the non-Federal entity and is necessary and reasonable for successful performance under the Federal award."

Rule 69I-42.002(3), Florida Administrative Code, defines the term conference as:

The coming together of persons with a common interest or interests for the purpose of deliberation, interchange of views, or for the removal of differences or disputes and for discussion of their common problems and interests. The term also includes similar meetings such as seminars and workshops which are large formal group meetings that are programmed and supervised to accomplish intensive research, study, discussion, and work in some specific field or on a governmental problem or problems. A conference does not mean the coming together of agency or interagency personnel.

For travel to a conference or convention to qualify for reimbursement, the cost must be reasonable and attendance at the conference must be necessary for the successful completion of a task required by this Agreement.

Provided the cost qualifies as reasonable and necessary for the successful completion of a task required by this Agreement, travel to a conference that complies with the requirements of Rule 69I-42.004, Florida Administrative Code, satisfies the minimum level of service for conference travel under this Agreement.

In pertinent part, Rule 69I-42.004(1), Florida Administrative Code, states "No public funds shall be expended for attendance at conferences or conventions unless:

- The main purpose of the conference or convention is in connection with the official business of the state and directly related to the performance of the statutory duties and responsibilities of the agency participating;
- The activity provides a direct educational or other benefit supporting the work and public purpose of the person attending;
- The duties and responsibilities of the traveler attending such meetings are compatible with the objectives of the conference or convention; and
- The request for payment of travel expenses is otherwise in compliance with these rules.

Provided the cost qualifies as reasonable and necessary for the successful completion of a task required by this Agreement, and provided any related travel complies with the requirements of Rule 69I-42.004, Florida Administrative Code, conferences may qualify for reimbursement under this Agreement:

Requests for reimbursement for payment of the registration fee or for a conference or convention must include:

- A statement explaining how the expense directly relates to the Recipient's successful performance of a task outlined in this Agreement;
- A copy of those pages of the agenda that itemizes the registration fee;
- A copy of local travel policy; and,
- A copy of the travel voucher or a statement that no travel costs were incurred, if applicable.

When a meal is included in a registration fee, the meal allowance must be deducted from the reimbursement claim, even if the traveler decides for personal reasons not to eat the meal. *See* section 112.061(6)(c), Florida Statutes ("No one, whether traveling out of or in state, shall be reimbursed for any meal or lodging included in a convention or conference registration fee paid by the state"). A continental breakfast is considered a meal and must be deducted if included in a registration fee for a convention or conference. However, in the case where a meal is provided by a hotel or airline, the traveler shall be allowed to claim the meal allowance provided by law.

Class A, Class B, and Class C Travel:

- Class A travel is continuous travel of 24 hours or more away from official headquarters. The travel day for Class A is based on a calendar day (midnight to midnight).
- Class B travel is continuous travel of less than 24 hours which involves overnight absence away from official headquarters. The travel day for Class B travel begins at the same time as the travel period.
- Class C travel is short or day trips in which the traveler is not away from his/her official headquarters overnight. Class C allowances are currently not authorized for reimbursement.

Meal Allowance and Per Diem:
Section 112.061(6)(b), Florida Statutes, establishes the meal allowance for each meal during a travel period as follows:
$6 for breakfast (when travel begins before 6 a.m. and extends beyond 8 a.m.);
$11 for lunch (when travel begins before 12 noon and extends beyond 2 p.m.);
$19 for dinner (When travel begins before 6 p.m. and extends beyond 8 p.m. or when travel occurs during nighttime hours due to special assignment.).
Section 112.061(a), Florida Statutes, establishes the per diem amounts.
All travelers are allowed: The authorized per diem for each day of travel; or, If actual expenses exceed the allowable per diem, the amount allowed for meals as provided in s. 112.061(6) (b), F.S., plus actual expenses for lodging at a single occupancy rate.

Per diem shall be calculated using four six-hour periods (quarters) beginning at midnight for Class A or when travel begins for Class B travel. Travelers may only switch from actual to per diem while on Class A travel on a midnight to midnight basis. A traveler on Class A or B travel who elects to be reimbursed on a per diem basis is allowed $20.00 for each quarter from the time of departure until the time of return.

Reimbursement for Meal Allowances That Exceed the State Rates

The Division shall not reimburse for any meal allowance that exceeds $6 for breakfast, $11 for lunch, or $19 for dinner unless:

- For counties – the requirements of section 112.061(14), Florida Statutes, are satisfied;
- The costs do not exceed charges normally allowed by the Recipient in its regular operations as the result of the Recipient's written travel policy (in other words, the reimbursement rates apply uniformly to all travel by the Recipient); and,
- The costs do not exceed the reimbursement rates established by the United States General Services Administration ("GSA") for that locale (see https://www.gsa.gov/portal/content/104877).

Hotel Accommodations

- A traveler may not claim per diem or lodging reimbursement for overnight travel within 50 miles (one-way) of his or her headquarters or residence unless the circumstances necessitating the overnight stay are fully explained by the traveler and approved by the Division.
- Absent prior approval from the Division, the cost of any hotel accommodation shall not exceed $150 per night.

Training Costs Supporting Documentation

- Copies of contracts or agreements with consultants providing services;
- Copies of invoices, receipts and cancelled checks, credit card statements and bank statements for proof of payment.
- Copies of the agenda, certificates and/or sign in sheets (if using prepopulated sign in sheets they must be certified by the Emergency Management Director or Lead Instructor verifying attendance).

For travel and conferences related to EMPG activities:

- Copies of all receipts must be submitted (i.e., airfare, proof of mileage, toll receipts, hotel receipts, car rental receipts, etc.) Receipts must be itemized and match the dates of travel/conference;
- Copies of Conferences must be providing an agenda. Proof of payment is also required for all travel and conferences. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes ($6 for breakfast, $11 for lunch, and $19 for dinner), then the Sub-Recipient must provide documentation that: The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient 's written travel policy; and participation of the individual in the travel is necessary to the Federal award.

E. EXERCISES

Exercises conducted with grant funds should test and evaluate performance towards meeting capability targets established in a jurisdiction's THIRA for the core capabilities needed to address its greatest risks. Exercise priorities should align to a current Integrated Preparedness Program (IPP) developed through an annual Integrated Preparedness Program Workshop (IPPW).

Allowable Exercise-Related Costs

- **Design, Develop, Conduct and Evaluate an Exercise.** This includes costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel, and documentation. Sub-Recipients are encouraged to use free public space/locations/facilities, whenever available, prior to the rental of space/locations/facilities. Exercises should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Gaps identified during an exercise including those for children and individuals with disabilities or access and functional needs, should be identified in the AAR/IP and addressed in the exercise cycle.
- **Hiring of Full or Part-Time Staff or Contractors/Consultants.** Full or part–time staff may be hired to support direct exercise activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or unit(s) of local government and have the approval of the state or FEMA, whichever is applicable. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of exercises.
- **Overtime and Backfill.** The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of time spent on the design, development and conduct of exercises are allowable expenses. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or FEMA, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.
- **Travel.** Travel costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise activities.
- **Supplies.** Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise activities (e.g., gloves, non-sterile masks, and disposable protective equipment).
- **Other Items.** These costs are limited to items consumed in direct support of exercise activities such as the rental of space/locations for planning and conducting an exercise, rental of equipment, and the procurement of other essential nondurable goods. Sub-Recipients are encouraged to use free public space/locations, whenever available, prior to the rental of space/locations. Costs associated with inclusive practices and the provision of reasonable accommodations and modifications that facilitate full access for children and adults with disabilities are allowable.

When conducting an exercise that shall include meals for the attendees, the Sub-recipient shall submit a request for approval to the Division no later than twenty-five (25) days prior to the event to allow for both the Division and the Department of Financial Services to review. The request for meals must be submitted on letterhead and must include the date of exercise, agenda, number of attendees, and costs of meals.

Unauthorized Exercise - Related Costs

- Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles) and emergency response apparatus (e.g., fire trucks, ambulances). The only vehicle costs that are reimbursable are fuel/gasoline or mileage;
- Equipment that is purchased for permanent installation and/or use, beyond the scope of exercise conduct (e.g., electronic messaging signs);
- Durable and non-durable goods purchased for installation and/or use beyond the scope of exercise conduct.

Exercise Costs Supporting Documentation

- Copies of contracts, MOUs or agreements with consultants or sub-contractors providing services;
- Copies of invoices, receipts and cancelled checks, credit card statements and bank statements for proof of payment;
- Copies of Exercise Plan (EXPLAN), After-Action Report/Improvement Plan (AAR/IP) and sign in sheets for conducted exercises (if using prepopulated sign in sheets they must be certified by the Emergency Management Director or Lead Exercise Planner verifying attendance).

F. MANAGEMENT AND ADMINSTRATIVE (M&A)

M&A activities are those defined as directly relating to the management and administration of EMPG Program funds, such as financial management and monitoring. It should be noted that salaries of state and local emergency managers are not typically categorized as M&A, unless the state or local EMA chooses to assign personnel to specific M&A activities.

Management and Administrative Costs Supporting Documentation

- Copies of certified timesheets with employee and supervisor signature documenting hours worked or Division Form 6 - Time and Effort and proof employee was paid (paystubs, earning statements, and payroll expenditure reports);
- Costs for M&A activities are allowed up to 5% of the total award amount.

II. OTHER CRITICAL INFORMATION

A. INDIRECT COSTS

Indirect cost is allowable under this program as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414. Sub-Recipients with a negotiated cost rate agreement that desire to charge indirect costs to an award must provide a fully executed copy of their negotiated indirect cost rate agreement at the time of application. Sub-Recipients that are not required by 2 C.F.R. Part 200 to have a negotiated indirect cost rate agreement but are required by 2 C.F.R. Part 200 to develop an indirect cost rate proposal must provide a copy of their proposal at time of application. Post-award requests to charge indirect cost will be considered on case-by-case basis and based upon the submission of an agreement or proposal.

B. ENVIRONMENTAL PLANNING AND HISTORIC PRESRVATION (EHP) COMPLIANCE

As a federal agency, FEMA is required to consider the effects of its actions on the environment and/or historic properties to ensure that all activities and programs funded by the agency, including grants-funded projects, comply with federal EHP regulations, laws and Executive Orders as applicable. Sub-Recipient's proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the FEMA EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, FEMA also is required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed and approved before funds are released to carry out the proposed project. FEMA will not fund projects that are initiated without the required EHP review.
Additionally, all Sub-Recipients are required to comply with DHS/FEMA EHP Policy Guidance, FEMA Policy #108-023-1. The EHP screening form is located https://www.fema.gov/media-

library/assets/documents/90195, and further EHP guidance can be found at https://www.fema.gov/media-library/assets/documents/118323.

C. CONSTRUCTION AND RENOVATION

Construction and renovation projects for a state, local, territorial, or Tribal government's principal Emergency Operations Center (EOC) as defined by the State Administrative Agency are allowable under the EMPG Program.

Written approval must be provided by FEMA prior to the use of any EMPG Program funds for construction or renovation. Requests for EMPG Program funds for construction of an EOC must be accompanied by an EOC Investment Justification (located in the Related Documents tab of the EMPG grants.gov posting) to their Regional EMPG Manager for review. Additionally, recipients are required to submit a SF-424C Form and Budget detail citing the project costs.

When applying for funds to construct communication towers Sub-Recipients must submit evidence that the Federal Communication Commission's (FCC) Section 106 review process has been completed and submit all documentation resulting from that review to Grants Program Directorate (GPD) prior to submitting materials for EHP review. Sub-Recipients are also encouraged to have completed as many steps as possible for a successful EHP review in support of their proposal for funding (e.g., coordination with their State Historic Preservation Office to identify potential historic preservation issues and to discuss the potential for project effects, compliance with all state and EHP laws and requirements). Projects for which the Sub-Recipient believes an Environmental Assessment (EA) may be needed, as defined in as defined in DHS Instruction Manual 023-01-001-01, Revision 01, FEMA Directive 108-1 and FEMA Instruction 108-1-1, must also be identified to the FEMA EMPG Regional Program Manager within six months of the award, and completed EHP review materials must be submitted no later than 12 months before the end of the period of performance. EHP review packets should be sent to gpdehpinfo@fema.gov.

EMPG Program Sub-Recipients using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. §§ 3141 *et seq*.). Grant Sub-Recipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the *Davis-Bacon Act*, including Department of Labor (DOL) wage determinations, is available from the following website: https://www.dol.gov/whd/govcontracts/dbra.htm

In general, Sub-Recipients should consult with their Grant Manager prior to making any investment that does not clearly meet the allowable expense criteria established in this Guidance.

D. PROCUREMENT

All Procurement transactions will be conducted in a manner providing full and open competition and shall comply with the standards articulated in:

- 2 C.F.R. Part 200;
- Chapter 287, Florida Statues; and,
- Any local procurement policy.

Per 2 CFR 200.318 through 200.326, Sub-Recipients are required to adhere to certain procurement standards for entering contracts for personnel or services. This includes full and open competition, methods of procurement to follow, federal or passthrough entity review, and including federal provisions intro contracts.

E. FINANCIAL CONSEQUENCES

If a recipient fails to comply with the terms and conditions of the State award, the Division may terminate the award in whole or part. If the noncompliance can be corrected, the Division may first attempt to direct the recipient to correct the noncompliance. This may take the form of a Compliance Notification. If the

noncompliance cannot be correct or the recipient is nonresponsive, one or more of the following steps may be taken:

(1) Temporarily withhold payments pending correction of the deficiency by the recipient.

(2) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.

(3) Wholly or partly suspend or terminate the award.

(4) Take other remedies that may be legally available.

FY 2021 - 2022 EMPG AGREEMENT
ATTACHMENT A (2)
PROPOSED PROGRAM BUDGET DETAIL WORKSHEET

Funding from the Emergency Management Performance Grant (EMPG") is intended for use by the Sub-Recipient to perform eligible activities as identified in the Fiscal Year 2020 Notice of Funding Opportunity (NOFO) and must be consistent with 2 C.F.R. Part 200 and Chapter 252, Florida Statutes.

The "Proposed Program Budget Detail Worksheet" serves as a guide for both the Sub-Recipient and the Division during the performance of the tasks outlined in the Scope of Work (Attachment A).

Prior to execution of this Agreement, the Sub-Recipient shall complete the "Proposed Program Budget Detail Worksheet" listed below. If the Sub-Recipient fails to complete the "Proposed Program Budget Detail Worksheet", then the Division shall not execute this Agreement.

After execution of this Agreement, the Sub-Recipient may change the allocation amounts in the "Proposed Program Budget Detail Worksheet." If the Sub-Recipient changes the "Proposed Program Budget Detail Worksheet", then the Sub-Recipient 's quarterly report must include an updated "Proposed Program Budget Detail Worksheet" to reflect current expenditures.

BUDGET SUMMARY AND EXPENDITURES

SUB-RECIPIENT: **HIGHLANDS COUNTY**
AGREEMENT: **G0271**

1. PLANNING	$
2. ORGANIZATION	$
3. EQUIPMENT	$
4. TRAINING	$
5. EXERCISE	$
6. MANAGEMENT AND ADMINISTRATION	$
7. TOTAL AWARD	$ 59,803.00

FY 2021-2022 PROPOSED PROGRAM BUDGET DETAIL WORKSHEET - ELIGIBLE ACTIVITIES (Not limited to activities below)			
Allowable Planning Costs	**Quantity**	**Unit Cost**	**Total Cost**
Emergency Operations Plan			
Salaries and Fringe Benefits			
Supplies			
Travel/per diem related to planning activities			
TOTAL PLANNING EXPENDITURES			**$**
Allowable Organization Costs	**Quantity**	**Unit Cost**	**Total Cost**
Salaries and Fringe Benefits			
Utilities (electric, water and sewage)			

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

Travel			
Supplies			
Overtime and Backfill			
TOTAL TRAINING EXPENDITURES			**$**
Allowable Exercise Costs	**Quantity**	**Unit Cost**	**Total Cost**
Salaries and Fringe Benefits			
Design, Develop, Conduct and Evaluate an Exercise in accordance with HSEEP standards			
Exercise Planning Workshop			
Travel			
Supplies			
Overtime and Backfill			
TOTAL EXERCISE EXPENDITURES			
Allowable Management and Administration Costs ***(Up to 5% of total award)***	**Quantity**	**Unit Cost**	**Total Cost**
Salaries and Fringe Benefits			
TOTAL MANAGEMENT AND ADMINISTRATION EXPENDITURES			
TOTAL EXPENDITURES			**$59,803.00**

REVISION DATE: _____

Sub-Recipients must provide the Division with quarterly financial reports and a final close-out report.

- Quarterly financial reports are due to the Division no later than 30 days after the end of each quarter of the program year and must continue to be submitted each quarter until submission of the final close-out report. The ending dates for each quarter of this program year are September 30, December 31, March 31, and June 30.

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

A. The Quarterly Tasks Form 1B is due with your quarterly financial report each quarter. This form identifies all Emergency Management personnel's required training completed (or working towards completion) as well as quarterly deliverables during the agreement period. The necessary reporting forms are found in Attachment G, Reporting Forms.

B. The Quarterly Match Form (Form 3A) is due each quarter for Sub-Recipients to identify funds being used to match the federal obligation. If the federal obligation exceeds EMPA or using local funds supporting documentation is required. The Sub-Recipient must identify the non-federal match on Form 3A and provide supporting documentation if applicable (i.e. invoices, cancelled checks, earning statements, payroll expense reports, credit card statements, bank statements, etc.). Cost-matching requirements must be in accordance with 2 C.F.R. 200.306. To meet matching requirements, the Sub-Recipient contributions must be verifiable, reasonable, allowable, allocable, and necessary under the grant program and must comply with all Federal requirements and regulations.

C. The final Close Out report is due sixty (60) days after termination of this Agreement. Federal funds provided under this agreement shall be matched by the Sub-Recipient dollar for dollar from non-federal funds. If the funds are being matched with EMPA and are less than the expended EMPA, no additional back-up/supporting documentation is needed. However, if your EMPG funds exceed EMPA, or if you are not using EMPA for match, the appropriate back-up/supporting documentation needs to be provided (i.e. invoices, canceled checks, earning statements, payroll expense reports, credit card statements, bank statements).

D. An administrative closeout may be conducted when a recipient is not responsive to the Division's reasonable efforts to collect required reports, forms, or other documentation needed to complete the standard award and/or closeout process. FDEM will make three written attempts to collect required information before initiating an administrative closeout. If an award is administratively closed, FDEM may decide to impose remedies for noncompliance per 2 C.F.R. § 200.338, consider this information in reviewing future award applications, or apply special conditions to existing or future awards.

ATTACHMENT B
JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT:

If you are requesting an advance, indicate same by checking the box below.

[ ] **ADVANCE REQUESTED**

Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	**Fiscal Year 2021 Anticipated Expenditures for First Three Months of Contract**
For example ADMINISTRATIVE COSTS:	
For example PROGRAM EXPENSES:	
TOTAL EXPENSES:	

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include, but is not limited to the following: quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance)

_____

_____

_____

_____

REQUESTS FOR ADVANCE PAYMENTS WILL BE CONSIDERED ON A CASE BY CASE BASIS

Signature of Sub-Recipient/Subcontractor's Authorized Official Date: _____

_____
Name and Title of Sub-Recipient/Subcontractor's Authorized Official

_____

ATTACHMENT C
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subcontractor Covered Transactions

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

(2) Where the Sub-Recipient 's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

_____

By:_____ _____
Signature Sub-Recipient 's Name

_____ _____
Name and Title Division Contract Number

_____ _____
Street Address Project Number

_____
City, State, Zip

_____
Date

FY 2021 - 2022 EMPG AGREEMENT
ATTACHMENT D
WARRANTIES AND REPRESENTATIONS

Financial Management

Sub-Recipient ’s financial management system must include the following:

(1) Accurate, current, and complete disclosure of the financial results of this project or program.

(2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income, and interest.

(3) Effective control over and accountability for all funds, property, and other assets. Sub-Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.

(4) Comparison of expenditures with budget amounts for each Request for Payment. Whenever appropriate, financial information should be related to performance and unit cost data.

(5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.

(6) Cost accounting records that are supported by backup documentation.

Competition

(1) All procurement transactions shall be done in a manner to provide open and free competition.

(2) Sub-Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements.

(3) Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Sub-Recipient, considering the price, quality, and other factors.

(4) Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill for the bid or offer to be evaluated by the Sub-Recipient. All bids or offers may be rejected when it is in the Sub-Recipient 's interest to do so.

Codes of Conduct.

Sub-Recipient warrants the following:

(1) The Sub-Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts.

(2) No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award.

(3) The officers, employees, and agents of the Sub-Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

(4) The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from (Monday) through (Friday), and from (times) (_____) to (_____).

Licensing and Permitting

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

FY 2021 - 2022 EMPG AGREEMENT
ATTACHMENT E
STATEMENT OF ASSURANCES

The Sub-Recipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including 2 C.F.R. Part 200; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also, the Applicant assures and certifies that:

1. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.

2. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants (5 USC 1501, et. seq.).

3. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.

4. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

5. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.

6. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.

7. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

8. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

9. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of Investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

10. It will comply, and assure the compliance of all its Sub-Recipient's and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.

11. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

12. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

13. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a Sub-Recipient of funds, the Sub-Recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

14. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for $500,000 or more.

15. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

16. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620.

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:[1]

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a

[1] For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

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

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or Sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.323 Procurement of recovered materials.

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

(L) See §200.322 Domestic preferences for procurements

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

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is *available at* https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf.

Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II.

CERTIFICATION REGARDING LOBBYING

Check the appropriate box:

☐ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed $100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than $100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Sub-Recipient or subcontractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

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

_____
Name and Title of Sub-Recipient/subcontractor's Authorized Official

_____
Date

FY 2021 - 2022 EMPG AGREEMENT
ATTACHMENT H- REPORTING FORMS

FLORIDA DIVISION OF EMERGENCY MANAGEMENT
EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM - BASE GRANT

2021-2022 EMPG REPORTING FORMS

2021-2022 QUARTERLY REPORTING FORMS

QUARTERLY REPORTS INCLUDE: DIVISION Form 1A - Quarterly Financial Report, DIVISION Form 1B - Quarterly Tasks, DIVISION Forms 2A & 2B Detail of Claims and DIVISION Form 6 - Time and Effort (if applicable).

1. These forms are to be submitted to the Division each quarter.
2. Complete **Division Form 1A** - Quarterly Financial Report by entering all information needed to support the claim for reimbursement, sign and date. Include a descriptive narrative outlining quarterly progress, events, delays in the section provided.
3. Complete **Division Form 1B** - Quarterly Tasks to support that deliverables and tasks are being completed as required throughout the period of performance, sign and date.
4. The **Division Form 2A** - Detail of Claims & **Division Form 2B** - Detail of Claims (Salaries & Fringe) forms **must** accompany the **Division Form 1A** - Quarterly Financial Report each quarter.
5. The **Division Form 1A** - Quarterly Financial Report form must be signed by the grant manager or someone with equal authority.
6. Deliverables and Claims for reimbursement may be submitted via Salesforce or by email to the appropriate Division Grant Manager according to applicable region.

FLORIDA DIVISION OF EMERGENCY MANAGEMENT
2555 SHUMARD OAK BOULEVARD
TALLAHASSEE, FLORIDA 32399-2100
Attn: (Division Grant Manager)

Division Form 3A - Quarterly Match:

1. The 2021-2022 EMPG agreement has a match requirement of 50% Federal share and 50% Sub-Recipient share of the total award amount. The Division Form 3A - Quarter Match Form shall be submitted to the Division each quarter to identify non-federal match amount. The Sub-Recipient must provide supporting documentation of matching funds (i.e. invoices, cancelled checks, credit card statements, earning statements, payroll registries, etc.), if using funds other then EMPA expenditures claimed for reimbursement. Cost-matching requirements shall be in accordance with 2 C.F.R. part 200.306. Match contributions must be verifiable, reasonable, allowable, allocable, and necessary under the grant program and must comply with applicable Federal requirements and regulations.

Division Form 4 - Staffing Detail:

1. List EMPG funded Emergency Management Agency staff. Provide a total anticipated annual amount of Salaries and Benefits to be paid for each position. Provide the funding distribution amount or percentage in each applicable column: local, state. federal, etc. This form is due with Quarter 1 submission or no later than October 30, 2021, whichever occurs first. Please provide the Division updates to this form as necessary.
2. Along with the Division Form 4 - Staffing Detail, please provide position descriptions for EMPG funded staff.
3. Along with the Division Form 4- Staffing Detail, please provide documented policies for any fringe benefits, incentives or special pay to be claimed through the grant.

Division Form 5 - Close Out Report:

1. The Division Form 5 - Close Out Report is due within sixty (60) days after the period of agreement ends. The 2021-2022 EMPG agreement has a match requirement of 50% Federal share and 50% Sub-Recipient share of the total award amount. If the the EMPG award is matched with EMPA and/or are less than the EMPA award, no additional back-up/supporting documentation is needed to be provided to the Division. However, if the EMPG award exceeds the EMPA award, or if the Sub-Recipient is not using EMPA expenditures for match, the appropriate back-up/supporting documentation shall be provided to the Division along with the Form 5 - Close Out Report (i.e. invoices, reciepts, cancelled checks, credit card and bank statements, earning statements, paystubs, etc.).
2. The agreement cannot be considered closed until the Division Form 5 - Close Out Report has been received and approved by the Division.

Division Form 6 - Time and Effort:

1. Provide copies of certified timesheets with employee and supervisor signature documenting hours worked or Division Form 6 - Time and Effort. The form must account for 100% of the hours claimed for reimbursement each quarter.

Training and Exercise Requirements for EMPG funded personnel

1. **All EMPG funded personnel** shall complete the following training requirements and record proof of completion: NIMS Training, FEMA Independent Study (IS) 100, IS 200, IS 700, and IS 800. In addition, personnel shall complete either the FEMA Independent Study courses identified in the FEMA Professional Development Series or the National Emergency Management Basic Academy delivered either by the Emergency Management Institute (EMI) or at a sponsored State, local, tribal, territorial, regional or other designated location. Participation in at least three (3) exercises for funded EMPG personnel during the period of performance.

Required documentation to support project expenditures:

1. Sub-Recipients shall maintain a grant/financial file with copies of supporting documentation for all paid project/program expenditures claimed during the grant period. Documentation of expenditures claimed for reimbursement through the grant will be reviewed and verified by Division staff. Acceptable documentation includes copies of purchase orders and paid vouchers, paid invoices or cancelled checks, timesheets and payroll vouchers, journal transfers, credit card and bank statements, etc. These documents should be submitted when requesting reimbursement.
2. All claims for reimbursement shall be submitted on the approved Division Quarterly Financial Reporting forms. Claims not submitted on the proper forms or that are unsupported by proper documentation will not be processed and will be returned for additional support.
3. Please ensure that the documentation submitted for review is legible.
4. Please verify form calculations for accuracy before submitting to the Division for review each quarter.

FLORIDA DIVISION OF EMERGENCY MANAGEMENT

2021-2022 EMERGENCY MANAGEMENT PERFORMANCE GRANT - EMPG BASE GRANT

DIVISION FORM 1A - QUARTERLY FINANCIAL REPORT

AGREEMENT #: _____ CLAIM #: 1

AWARD AMOUNT: _____ QUARTER #: 1

SUB-RECIPIENT: _____

COUNTY: _____

ADDRESS: _____

POINT OF CONTACT: _____

PHONE/EMAIL: _____

REPORTING FORMS DUE DATES (30 DAYS AFTER QUARTER)

1 - July 1 – Sept. 30, 2021 (Forms are due no later than October 30)

2 - October 1 – Dec. 31, 2021 (Forms are due no later than January 30)

3 - January 1 – March 31, 2022 (Forms are due no later than April 30)

4 - April 1 - June 30, 2022 (Forms are due no later than July 30)

EMPG ALLOCATION CATEGORIES	BUDGETED ALLOCATIONS	Q1 CLAIM	Q2 CLAIM	Q3 CLAIM	Q4 CLAIM	CUMULATIVE EXPENDED FUNDS	REMAINING BALANCE
1. PLANNING	$0.00					$0.00	$0.00
2. ORGANIZATION	$0.00					$0.00	$0.00
3. EQUIPMENT	$0.00					$0.00	$0.00
4. TRAINING	$0.00					$0.00	$0.00
5. EXERCISE	$0.00					$0.00	$0.00
6. MGMT AND ADMIN (up to 5%)	$0.00					$0.00	$0.00
TOTAL	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

AMOUNT OF REIMBURSEMENT FOR THIS CLAIM: _____

"By signing this report, I certify to the best of my know ledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal aw ard. I am aw are that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherw ise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812)."

SIGNATURE: _____

AUTHORIZED REPRESENTATIVE — DATE

QUARTERLY STATUS REPORT

Please report EM activities, meetings, training, exercises, or other necessary information to support quarterly progression.

THE SECTION BELOW IS TO BE COMPLETED BY THE DIVISION

AWARD AMOUNT	
PRIOR CLAIMS	
THIS CLAIM AMOUNT	
BALANCE OF AWARD	

DIVISION DATE RECEIVED STAMP

FY 2021 - 2022 EMPG AGREEMENT
ATTACHMENT H- REPORTING FORMS

FLORIDA DIVISION OF EMERGENCY MANAGEMENT

2021-2022 EMERGENCY MANAGEMENT PERFORMANCE GRANT - EMPG BASE GRANT

DIVISION FORM 1B - QUARTERLY TASKS

SUB-RECIPIENT: _____

QUARTER: **July 1 - Sept. 30**

EMPG Emergency Management Personnel	NIMS IS 100				NIMS IS 200				NIMS IS 700				NIMS IS 800				Professional Development Series				OR	National Emergency Management Basic Academy			
EM Employee Name & Position Title	QTR 1	QTR 2	QTR 3	QTR 4	QTR 1	QTR 2	QTR 3	QTR 4	QTR 1	QTR 2	QTR 3	QTR 4	QTR 1	QTR 2	QTR 3	QTR 4	QTR 1	QTR 2	QTR 3	QTR 4		QTR 1	QTR 2	QTR 3	QTR 4

DELIVERABLES/TASK REQUIREMENTS	**ENTER DATE COMPLETED** QTR 1	QTR 2	QTR 3	QTR 4	**COMMENTS**
T1: Submit Division Form 3A - Quarterly Match to identify the non-federal match amount. For those sub-recipients using local funds, supporting documentation is required with the form to support match amount reported **(Due Q1-Q4)**					Use for explanation that supports Training & Exercise progression.
T2: NIMS Data Collection Worksheet_Local, provided by the Preparedness Bureau in the month of September, must be submitted electronically by December 1, 2021 to the Bureau Chief of Preparedness **(Due Q2)**					
T2: Submit a draft of the updated Logistics Plan for review by the Division's Logistics Section **by June 30, 2022**. **(Due Q4)**					
T3: Submit the County 2023-2025 IPP to Ivy Baker at Ivy.Baker@em.myflorida.com by **February 1, 2022 (Due Q3)**					
T3: Provide Division Form 4 - Staffing Detail for all funded EMPG personnel **(Due Q1, updates if necessary Q2-Q4)**					
T3: Provide training transcripts for EMPG funded personnel listed on Division Form 4 - Staffing Detail. If certificates are uploaded into SERT TRAC, the Division's Grant Manager will request a copy from the T&E Unit. **(Due Q1, updates if necessary Q2-Q4)**					
T3: Provide sign in sheet or certificate of participation in at least three (3) exercises for funded EMPG personnel during the period of performance. **(Due Q1-Q4)**					
T3: Provide the percentage of completed training and exercise activities listed on the current Integrated Preparedness Plan (IPP) **(Due Q1-Q4)**					

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812)."

SIGNATURE: _____

AUTHORIZED REPRESENTATIVE

PRINTED NAME: _____

TITLE: _____

DATE: _____

FLORIDA DIVISION OF EMERGENCY MANAGEMENT
2021-2022 EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM - EMPG BASE GRANT
DIVISION FORM 2A - DETAIL OF CLAIMS

SUB-RECIPIENT: _____ **INCURRED DATE RANGE:** Example: July 1 through Sept. 30, 2021

Please use separate Division Form 2A - Detail of Claims per allocation category. Please provide FEMA AEL numbers for EQUIPMENT expenditures ONLY.

Please provide a budget revision to the Division along with this form, if expenses being claimed are not allocated on the most recently approved budget.

Please include the Costs Incurred Date Range in the applicable cell above. This is usually the quarterly period; however, a Sub-Recipient may incorporate a larger date range to include a forgotten claim for reimbursement for a payment made the previous quarter (within the period of the agreement). This allowance does not circumvent the four (4) required reporting submissions.

ALLOCATION CATEGORIES

PLEASE SELECT FROM THE LIST BELOW

CATEGORY: PLANNING

#	VENDOR	DESCRIPTION OF SERVICE OR EXPENSE	DATE OF PAYMENT FOR SERVICE OR EXPENSE (Include full date)	PAYMENT REFERENCE # (CHECK #, PO, CC#, JT)	PURCHASE AMOUNT	FEMA AEL# (N/A if equipment w as not purchased)
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
				TOTAL	$ -	

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812)."

SIGNATURE: _____
AUTHORIZED REPRESENTATIVE

PRINTED NAME: _____

TITLE: _____

DATE: _____

FLORIDA DIVISION OF EMERGENCY MANAGEMENT
2021-2022 EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM - EMPG BASE GRANT
DIVISION FORM 2B - DETAIL OF CLAIMS
SALARIES AND FRINGE BENEFITS

SALARY DEFINITION: The cash compensation for services rendered by a regular employee in an established position for a specific period of time.

SUB-RECIPIENT: _____ **CLAIM#:** _____

DOES THIS CLAIM FOR REIMBURSMENT INCLUDE EXPENSES FOR ANY INCENTIVES OR SPECIAL PAY?	
Note: If this claim includes incentives or special pay, please provide FDEM with the written established policy for support.	

	EM EMPLOYEE NAME	EM POSITION TITLE	% OF TIME CHARGED TO EMPG	SALARY	FRINGE BENEFITS
1	Example: Jane Doe	EM Planner	50%	$ 5,000.00	$ 1,200.00
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
			TOTALS	**$ 5,000.00**	**$ 1,200.00**
				TOTAL	**$ 6,200.00**

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812)."

SIGNATURE: _____
AUTHORIZED REPRESENTATIVE

PRINTED NAME: _____

TITLE: _____

DATE: _____

FLORIDA DIVISION OF EMERGENCY MANAGEMENT

2021-2022 EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM - EMPG BASE GRANT

DIVISION FORM 3A - Quarterly Match

SUB-RECIPIENT:		**CLAIM #:**	**1**
QUARTERLY REPORTING PERIOD:	**July 1 - Sept. 30**		

1. The 2021-2022 EMPG agreement has a match requirement of 50% Federal share and 50% Sub-Recipient share of the total award amount. Each quarter the Sub-Recipient must identify the non-federal match amount on the Quarterly Match Form 3A.

2. If the EMPG funds are being matched with 2021-2022 EMPA claimed expenditures, no additional back-up/supporting documentation is required to be submitted with this form.

3. If the 2021-2022 EMPG award exceeds the 2021-2022 EMPA award, or if the Sub-Recipient is not using EMPA claimed expenditures to fulfill the EMPG match requirement, appropriate back-up/supporting documentation must accompany this form to support fulfillment of the required match (i.e. invoices, receipts, paystubs, earning statements, cancelled checks, credit card and bank statements, etc.).

EMPG REPORTING		**AWARD AMOUNT:**	**$ 80,000.00**
	EMPG QUARTERLY CLAIM	**CUM. FUNDS EXPENDED**	**REMAINING BALANCE**
QUARTER 1		$0.00	$80,000.00
QUARTER 2		$0.00	$80,000.00
QUARTER 3		$0.00	$80,000.00
QUARTER 4		$0.00	$80,000.00
TOTAL EMPG CLAIMS	$0.00		

EMPA REPORTING		**AWARD AMOUNT:**	**$ 105,806.00**
	EMPA QUARTERLY CLAIM	**CUM. FUNDS EXPENDED**	**REMAINING BALANCE**
QUARTER 1		$0.00	$105,806.00
QUARTER 2		$0.00	$105,806.00
QUARTER 3		$0.00	$105,806.00
QUARTER 4		$0.00	$105,806.00
TOTAL EMPA CLAIMS	$0.00		

MATCH REPORTING			**REQUIRED MATCH AMOUNT:**	**$ 40,000.00**
	EMPA	**LOCAL** (General Revenue)	**LOCAL** (Other)	**OTHER** (Non-Federal)
QUARTER 1				
QUARTER 2				
QUARTER 3				
QUARTER 4				
TOTAL	$0.00	$0.00	$0.00	$0.00
			TOTAL MATCH	$0.00

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812)."

SIGNATURE: _____

AUTHORIZED REPRESENTATIVE

PRINTED NAME: _____

TITLE: _____

DATE: _____

FLORIDA DIVISION OF EMERGENCY MANAGEMENT
2021-2022 EMERGENCY MANAGEMENT PERFORMANCE GRANT - EMPG BASE GRANT
DIVISION FORM 4 - STAFFING DETAIL
EMERGENCY MANAGEMENT AGENCY ANTICIPATED SALARIES AND BENEFITS

SUB-RECIPIENT:	FL County	POINT OF CONTACT:	Jane Doe, Planner	PHONE/EMAIL:	123-123-1234

	EMPLOYEE INFORMATION			LOCAL		STATE AND FEDERAL					TOTAL	
	EM Employee Name, Position Title	# Hrs./Week Devoted to EM Activities	$ Total Salaries & Benefits by Position	% County General Fund (Local)	% Other Local Funds	% EMPA Base Grant (State)	$ EMPA Base Grant (State)	% EMPG Base Grant (Federal)	$ EMPG Base Grant (Federal)	% HMGP Planning Grant (State)	% Other State or Federal Funds	% Total All Funds
	[1]	[2]	[3]	[4]	[5]	[6]	[7]	[8]	[9]	[10]	[11]	[12]
1	EXAMPLE John Smith, Planner	40	$ 40,000.00	0%	0%	50%	$20,000.00	50%	$20,000.00	0%	0%	100%
2							$ -		$ -			0%
3							$ -		$ -			0%
4							$ -		$ -			0%
5							$ -		$ -			0%
6							$ -		$ -			0%
7							$ -		$ -			0%
8							$ -		$ -			0%
9							$ -		$ -			0%
10							$ -		$ -			0%
11							$ -		$ -			0%
12							$ -		$ -			0%
13							$ -		$ -			0%
14							$ -		$ -			0%
15							$ -		$ -			0%
16							$ -		$ -			0%
17							$ -		$ -			0%
18							$ -		$ -			0%
19							$ -		$ -			0%
20							$ -		$ -			0%
						TOTAL	$20,000.00		$20,000.00			

DIRECTIONS:

1. In Column #1, list the name and position title for funded EMPG Emergency Management staff.
2. In Column #2, enter the amount of anticipated hours worked per week for grant related activities for each EM position.
3. In Column #3, list total anticipated annual amount of Salaries and Benefits to be paid for each EM position.
4. In Columns #4-11, provide the funding distribution (% or $) in each applicable column.
5. Column #12 calculates the sum of percentages entered in Columns 4 - 11 and must equal 100% of the anticipated annual salaries and benefits per EM position.
6. Please provide to the Division updates or revisions to this form throughout the period of the agreement, as necessary.
7. This form is to be submitted to the Division along with the 1st Quarter submission, or by October 30, 2021, whichever occurs first.

FLORIDA DIVISION OF EMERGENCY MANAGEMENT
2021-2022 EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM - BASE GRANT
DIVISION FORM 5 - CLOSE-OUT REPORT

Division FORM 5 - CLOSEOUT REPORT shall be completed and submitted to the Division no later than sixty (60) days after the period of performance ends. The 2021-2022 period of performance ends on June 30, 2022. Division FORM 5 is due by August 30, 2022.

SUB-RECIPIENT: _____ **AGREEMENT #:** _____

POINT OF CONTACT: _____ **EMPG AWARD AMOUNT:** $ -

PHONE/EMAIL: _____ **UNCLAIMED BALANCE:** $ -

REIMBURSEMENTS RECEIVED BY THE SUB-RECIPIENT
(Include any advanced funds and final requested payment)

ALLOCATION CATEGORIES	EXPENDITURES		DATE	AMOUNT
1. PLANNING	$ -	1		$ -
2. ORGANIZATION	$ -	2		$ -
3. EQUIPMENT	$ -	3		$ -
4. TRAINING	$ -	4		$ -
5. EXERCISE	$ -	5		$ -
6. MANAGEMENT AND ADMIN.	$ -	6		$ -
$ -			$ -	

AWARD AMOUNT $ -

(LESS ADVANCED FUNDS) $ -

(LESS REIMBURSEMENTS) $ -

UNCLAIMED BALANCE OF AWARD $ -

The 2021-2022 EMPG agreement has a match requirement of 50% Federal and 50% Sub-Recipient share of the total award amount. If the EMPG award is being matched with EMPA, no additional back-up/supporting documentation is needed to be provided to the Division. If the EMPG award exceeds the EMPA award or using local funds for match, the appropriate back-up/supporting documentation for the match fulfillment shall be provided with this form (i.e. invoices, cancelled checks, earning statements, payroll registries, with amounts clearly identified).

	EMPA	LOCAL (General Revenue)	LOCAL (Other)	OTHER (Non-Federal)
TOTAL MATCH				

SIGNATURE REQUIRED

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812)."

SIGNATURE AND DATE: _____

AUTHORIZED REPRESENTATIVE

PRINTED NAME AND TITLE: _____

Refund and/or final interest checks are due no later than ninety (90) days after the expiration of the Agreement.
Make checks payable to: Cashier, Florida Division of Emergency Management
Mail to: Florida Division of Emergency Management, 2555 Shumard Oak Blvd., Tallahassee, Florida 32399-2100, Attn: (Division Grant Manager)

BELOW TO BE COMPLETED BY FDEM:

SIGNATURE AND DATE: _____

Division Grant Manager

SIGNATURE AND DATE: _____

Division Programmatic Reviewer

FY 2021 - 2022 EMPG AGREEMENT
ATTACHMENT H- REPORTING FORMS

FLORIDA DIVISION OF EMERGENCY MANAGEMENT

2021-2022 EMERGENCY MANAGEMENT PERFORMANCE GRANT - EMPG BASE GRANT
DIVISION FORM 6 - TIME AND EFFORT

This form is required to accompany reimbursement claims for salaries charged to the grant.

EMPLOYEE NAME: _____ **QUARTERLY REPORTING PERIOD:** October 1 - December 31

PERIOD DATES: 10/1/2021 **TO** 12/31/21 **CLAIM #:** _____

Date Range	Week 1								Week 2								CATEGORY TOTALS
ALLOCATION CATEGORY	S	S	M	T	W	T	F	Total	S	S	M	T	W	T	F	Total	
1 ORGANIZATION			4					4								0	4
2 MGMT & ADMIN					5			5			5	5				10	15
3								0								0	0
4								0								0	0
5								0								0	0
6								0				12				12	12
DAILY TOTALS	0	0	4	0	5	0	0		0	0	5	17	0	0	0		
								PERIOD ONE TOTAL 9								PERIOD TWO TOTAL 22	31

Date Range	Week 1								Week 2								CATEGORY TOTALS
ALLOCATION CATEGORY	S	S	M	T	W	T	F	Total	S	S	M	T	W	T	F	Total	
1 ORGANIZATION			4	5				9								0	9
2 MGMT & ADMIN								0	5	5						10	10
3								0								0	0
4								0								0	0
5								0								0	0
6								0								0	0
DAILY TOTALS	0	0	4	5	0	0	0		5	5	0	0	0	0	0		
								PERIOD ONE TOTAL 9								PERIOD TWO TOTAL 10	19

Date Range	Week 1								Week 2								CATEGORY TOTALS
ALLOCATION CATEGORY	S	S	M	T	W	T	F	Total	S	S	M	T	W	T	F	Total	
1 ORGANIZATION					4	5		9								0	9
2 MGMT & ADMIN								0		4		5				9	9
3								0								0	0
4								0								0	0
5								0								0	0
6								0								0	0
DAILY TOTALS	0	0	0	0	4	5	0		0	4	0	5	0	0	0		
								PERIOD ONE TOTAL 9								PERIOD TWO TOTAL 9	18

Date Range	Week 1								Week 2								CATEGORY TOTALS
ALLOCATION CATEGORY	S	S	M	T	W	T	F	Total	S	S	M	T	W	T	F	Total	
1 ORGANIZATION								0								0	0
2 MGMT & ADMIN				5				5		4						4	9
3								0								0	0
4								0								0	0
5								0								0	0
6								0								0	0
DAILY TOTALS	0	0	0	5	0	0	0		0	4	0	0	0	0	0		
								PERIOD ONE TOTAL 5								PERIOD TWO TOTAL 4	9

Date Range	Week 1								Week 2								CATEGORY TOTALS
ALLOCATION CATEGORY	S	S	M	T	W	T	F	Total	S	S	M	T	W	T	F	Total	
1 ORGANIZATION								0								0	0
2 MGMT & ADMIN						4		4								0	4
3								0			5					5	5
4								0								0	0
5								0								0	0
6								0								0	0
DAILY TOTALS	0	0	0	0	0	4	0		0	0	5	0	0	0	0		
								PERIOD ONE TOTAL 4								PERIOD TWO TOTAL 5	9

Date Range	Week 1								Week 2								CATEGORY TOTALS
ALLOCATION CATEGORY	S	S	M	T	W	T	F	Total	S	S	M	T	W	T	F	Total	
1 ORGANIZATION								0								0	0
2 MGMT & ADMIN				4		5		9								0	9
3								0		5						5	5
4								0				6				6	6
5								0								0	0
6								0								0	0
DAILY TOTALS	0	0	0	4	0	5	0		0	5	0	6	0	0	0		
								PERIOD ONE TOTAL 9								PERIOD TWO TOTAL 11	20

Employee Signature: **Date:** **Supervisor Signature:** **Date:**

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 17, 2021

PRESENTER:	**Jeff King, Economic Development Manager** **Leah Sauls, Development Services Director**
SUBJECT/TITLE:	**Request Approval for Budget Amendment 20-21-123 and Associated Resolution for Project 20066**

STATEMENT OF ISSUE

Highlands County Economic Development (HCED) applied for and received a grant from the Duke Energy Foundation. They have approved funding for $10,000 to go towards the HCED Marketing Campaign as outlined in our Strategic Plan & Marketing and Communications Plan.

RECOMMENDED ACTION

Move to approve Budget Amendment 20-21-123 and Associated Resolution for Project 20066 to appropriate grant funding from the Duke Energy Foundation Grant

FISCAL IMPACT

The Fiscal Impact will be an increase to the General Fund and Overall Budget in the amount of $10,000.

Attachments: 20-21-123 Proj 20066 Economic Dev Mktg Campaign (BA).pdf
20-21-123R Project 20066 Econom Dev Marketing Campaign.pdf

APPROVED
BOARD OF COUNTY COMMISSIONERS
August 3, 2021
O.M.B DEPARTMENT
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **7/28/2021**

SUBMITTED BY: **Leah Sauls**

FUND(S): **005** FUND TITLE(S): **General** COST CENTER(S) #: **2810**

PROJECT(S) #: **20066** PROJECT TITLE(S): **Economic Development Marketing Campaign** COST CENTER TITLE(S): **Office of Economic Development**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	005	2810	3661000Z	Project Donations/ Contributions	20066	0.00	10,000.00		10,000.00
E	005	2810	53100Z	Project Professional Services	20066	0.00	10,000.00		10,000.00
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: **To set up funding for Project 20066 - Economic Development Marketing Campaign for Donation/Contribution funding from Duke Energy.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **20-21-123**

ACTION:

Board _____ Approved _____ Denied

County Administrator _____ Approved _____ Denied

SIGNATURE: _____

DATE: ____/____/____

TRANSFER TYPE:

_____ ITEM TO ITEM

_____ RESERVE

XX BY RESOLUTION

_____ SUPPLEMENTAL BUDGET

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

RESOLUTION NUMBER 20-21-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR HIGHLANDS COUNTY, FLORIDA AUTHORIZING AMENDMENT TO THE GENERAL FUND.

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

WHEREAS, the following budget amendment is necessary and proper within the General Fund; and

WHEREAS, to set up funding for Project 20066 Economic Development Marketing Campaign from Duke Energy Foundation Grant; and

WHEREAS, to appropriate those funds to assist in the marketing efforts of Highlands County Economic Development Office to prospective businesses in the amount of $10,000.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Highlands County, Florida this _____ day of _____, 2021 that budget amendment 20-21-123 is hereby approved and authorized.

BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA

_____
Chairperson

Attest:_____
Clerk of Courts

Approved as to Budgetary Requirements

_____
OMB Department

G:\BUS\OMB\.New OMB (To be retained)\BUDGET AMENDMENTS\Resolutions\Resolutions 2020-21\20-21-123R Project 20066 Econom Dev Marketing Campaign.rtf

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: 8/17/2021

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

SUBJECT/TITLE: **Road & Bridge employment position change**

STATEMENT OF ISSUE

Requesting approval to change one (1) approved position of Finish Equipment Operator/Assistant Supervisor (1083) back to Finish Equipment Operator Grader (915).

RECOMMENDED ACTION

Move to approve the title and Job description for Finish Equipment Operator Grader (pay grade 110, job code 915) and eliminate the position of Finish Equipment Operator/Assistant Supervisor (pay grade 110 and job code 1083). This change will allow Road & Bridge to fill a vacancy and promote internally for Assistant Supervisors if warranted.

FISCAL IMPACT

No fiscal impact

Attachments: Finish Equipment Operator (Grader) (0915).pdf

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
JOB DESCRIPTION

REGULAR ☒ **SENIOR MANAGEMENT SERVICE** ☐ **OPS/OTHER** ☐ _____

POSITION INFORMATION

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

Job Title: Finish Equipment Operator (Grader)	**Division**: Road and Bridge	**Department:** Road & Bridge	**Cost Center:** 4102
Job Code: 0915	**Pay Grade**: 110	**Pay Band:** $36,112.37 - $55,974.17	**FTE**: 1.0
Included/Exempt: Included	**Type of Transaction**: Update		
EMPLOYEE:	**Special Risk**: Yes ☐ No ☒	**Overtime**: Yes ☒ No ☐	

1. This position reports directly to: Job Title Road Supervisor Job Code 0992 Pay Grade 0115
2. Job Title, Job Code, and Pay Grade of each position which reports directly to this position:

POSITION DUTIES & RESPONSIBILITIES

General Description:

A highly skilled position responsible for the operation of heavy public works finish construction equipment.

Essential Job Functions:

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

- Operates a Motor Grader, Paving Machine, Gradall or Trackhoe in finish grading capacity.
- Cuts slopes and new grades in fine measurements and specifications.
- Fills holes and repairs road shoulders.
- Does ditching and other construction with graders, Gradall excavators and similar heavy equipment.
- Operates other equipment as needed.
- Performs mechanical and light maintenance work on equipment as needed.
- Acts as crew leader on certain jobs. Performs manual laboring tasks as needed.
- Occasional direct supervisory authority over crews working at specific work stations.
- Maintains a professional and safe unit and work area adhering to established safety policies and the image desired for the organization.
- Consistently follows Board policies and procedures.
- Responds productively to change and performs all other related tasks as directed.

Knowledge, Skills, and Abilities:

- Knowledge of the operation of finish equipment. Knowledge of traffic and highway safety rules and regulations.
- Knowledge of precautionary measures necessary to avoid accidents.
- Knowledge of hazards involved in the use of heavy equipment.
- Skill in the operation of a finish grader, excavator, paver, Gradall or other similar heavy equipment.
- Ability to understand, follow and issue oral and written instructions.
- Ability to maintain effective working relationships with co-workers, supervisors, managers, directors, Elected Officials, vendors, and the general public.

Physical Skills:

Must be able to remain in a stationary position for 10% of the time. Frequently operates various types of equipment to include, but not limited to hand and power tools. Frequently ascends/descends stairs, ladders and scaffolding. The person in this position frequently communicates with the public, vendors and co-workers. Must be able to exchange accurate information in these situations. Frequently moves materials and office equipment weighing up to 40 lbs. Frequently works in outdoor weather conditions. May be required to work in inclement outdoor weather conditions for up to (4) four hours. Frequently operates motor vehicle or heavy equipment for up to (4) hours; of which (4) hours may be continuous. Must be able to frequently position self to work under or around various items to perform maintenance tasks. Constantly inspects and assesses equipment, buildings and materials to complete daily tasks. Individual in this position must be able to use both near and far vision. Must be able to walk over uneven or soft surfaces. Continuous exposure to moderately high noise levels.

MINIMUM QUALIFICATIONS

Education & Experience:

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

Graduation from an accredited high school or possession of an acceptable equivalent diploma and a minimum of four (4) years of experience in the operation of heavy construction equipment, in a finish grading capacity; or a minimum of eight years' experience in the operation of heavy construction equipment in a finish grading capacity.

Licenses, Certifications, or Registrations:

Must possess and maintain a valid Florida Driver's License, Class B. while employed.

Other job related requirements:

Disaster Essential.

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

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

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

Internal Use Only:

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

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

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 17, 2021

PRESENTER: **LaTosha Reiss, Emergency Management Manager**

SUBJECT/TITLE: **Request to approve Budget Amendment 20-21-125 and Resolution to appropriate funds in the amount of $165,389 to Project 19059 EMPA/EMPG Base Grants**

STATEMENT OF ISSUE

This budget amendment is necessary to allocate funds for the EMPA/EMPG Base Grant to Project 19059 in the amount of $165,389. Attached for your review and approval is budget amendment 20-21-125 and accompanying resolution.

RECOMMENDED ACTION

Move to approve the budget amendment 20-21-125 and the accompanying resolution in the amount of $165,389.

FISCAL IMPACT

There is no fiscal impact to Fund 005 (General) or the overall budget as the grant was anticipated and set up through the Budget process. This budget amendment is moving the funding into Project 19059.

Attachments: 20-21-125 Project 19059 EMPA-EMPG Base Grant (BA).pdf
20-21-125R Proj 19059 EMPA-EMPG Base Grant (Resolution).pdf

APPROVED
BOARD OF COUNTY COMMISSIONERS
August 6, 2021
O.M.B DEPARTMENT
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **8/6/2021** SUBMITTED BY: **LaTosha Reiss**

FUND(S): **005** FUND TITLE(S): **General** COST CENTER(S) #: **3991**

PROJECT(S) #: **19059** PROJECT TITLE(S): **EMPA/EMPG Base Grant** COST CENTER TITLE(S): **Local Emergency Management**
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	005		3312550Z	Proj Emerg Mgmt Prepare-F		70,802.84		41,347.00	29,455.84
R	005		3342500Z	Proj Emerg Mgmt Prepare		190,352.00		124,042.00	66,310.00
R	005		3312550Z	Proj Emerg Mgmt Prepare-F	19059	0.00	41,347.00		41,347.00
R	005		3342500Z	Proj Emerg Mgmt Prepare	19059	0.00	124,042.00		124,042.00
E	005	3991	51200	Regular Salaries & Wages		205,247.00		165,389.00	39,858.00
E	005	3991	51001Z	Project Personnel Services	19059	0.00	165,389.00		165,389.00

REASON: **To allocate funds to the EMPA/EMPG Grant Project 19059.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **20-21-125**

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

SIGNATURE: _____

DATE: ____/____/____

TRANSFER TYPE:

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

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

RESOLUTION NO. 20-21-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR HIGHLANDS COUNTY, FLORIDA, AUTHORIZING AMENDMENT TO THE GENERAL FUND.

WHEREAS, Section 129.06, Florida Statues (Execution and Amendment of Budget) provided that the Board of County Commissioners may by resolution or by motion in the minutes execute and amend the budget; and

WHEREAS, the following budget amendment is necessary and proper within the General Fund; and

WHEREAS, to allocate funds for Project 19059 – EMPA/AMPG Base Grant that was awarded to Highlands County; and

WHEREAS, the funds of $165,389.00 must be appropriated to accomplish the grant program.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Highlands County, Florida, this _____ day of _____, 2020 that budget amendment 20-21-125 is hereby approved and authorized.

BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA

_____
Chairperson

Attest:_____
Clerk of Court

Approved as to Budgetary Requirements

_____
OMB Department

G:\BUS\OMB\.New OMB (To be retained)\BUDGET AMENDMENTS\Resolutions\Resolutions 2020-21\20-21-125R Proj 19059 EMPA-EMPG Base Grant.docx

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: 08/17/2021

PRESENTER:	**Ingra Gardner, MA** **Director, Community Programs**
SUBJECT/TITLE:	**Request approval to appoint Kenneth Kirk and Arthur R. Bousquet as voting members of The Highlands County Veteran Services Advisory Board.**

FISCAL IMPACT

There is no fiscal impact.

Attachments: ByLaws20210713.pdf

HIGHLANDS COUNTY VETERAN SERVICES ADVISORY BOARD
MISSION STATEMENT, STATEMENT OF GOALS AND BYLAWS

The Highlands County Veteran Services Advisory Board on this date revokes all prior documents pertaining to Mission Statement, Goals, and Bylaws, including the June 2006 Mission Statement, Goals, and Bylaws created by Highlands County Veteran Services Advisory Board, and hereby issues this document as the Mission Statement, Statement of Goals, and Bylaws by which the Veteran Services Advisory Board will be governed.

MISSION:

The Highlands County Veteran Services Advisory Board, (*Advisory Board*) appointed by the Highlands County Board of County Commissioners in January 2001, is established as a veteran community based support group, organized to promote, advocate and support veteran community-wide decision-making agendas and to improve communication within our veteran community.

To accomplish this mission, the *Advisory Board* will:

- serve as a resource for the Highlands County Board of County Commissioners and the community on veteran benefits issues in cooperation with the community in whole;
- promote patriotism with the local veteran organizations through informative functions such as yearly public forum and events;
- express views and opinions to the county government on issues that concern and affect veteran benefits; and
- conduct themselves in a professional manner that promotes integrity, honor and professionalism in the community.

VISION:

The *Advisory Board* will be recognized as a model of health and care excellence that puts the veterans first and who are motivated to ensure satisfaction in Veteran services. The *Advisory Board* will be viewed as a central force that brings together all partners in veteran services and provide accessible and high quality veteran services within the community.

GOALS:

- To continuously keep an open communication with the veteran community;
- To determine what can be done to have the greatest impact on the promotion of Veteran Administration (VA) benefits for the veterans or the surviving dependents of Highlands County;
- To bring local veteran organizations to the table and become part of the solution; and
- To conduct fact-finding and make recommendations to governmental and/or legislative bodies.

LOCATION:

The *Advisory Board* will hold regular meetings in the Veteran Services Office Building, 7209 South George Boulevard, Sebring, Florida, 863-402-6623, or at an announced location.

POLICY ON BOARD OF COUNTY COMMISSION APPOINTMENTS:

The efficient operation of government is dependent upon the input of citizens on committees, boards, and commissions (referred to in this document as "*Advisory Board*"). Our Board of County Commissioners structure allows us to receive input from citizens on how we can better serve our community. With that in mind, we strive to look for highly qualified individuals who represent a diverse cross-section of our community to serve as *Advisory Board* members.

This policy shall not apply in any respect to membership on boards where membership qualifications and terms are specifically set by State law and/or ordinance.

The Board of County Commissioners hereby establishes the following guidelines:

1. When a committee or board includes appointed alternate members, attendance for such alternate members shall consist of an appearance at all duly noticed committee or board meetings. (The *Advisory Board* has no alternates as members).

2. *Advisory Board* members (and alternate members) shall inform department head/staff liaison as soon as possible before a meeting when he or she has a possible conflict of interest, which would restrict their participation in the *Advisory Board* meeting.

3. When a vacancy occurs, the alternate members shall be given priority consideration for appointment to a board (based on seniority), unless specific requirements for that vacancy (e.g., occupation or district) prohibits that consideration. (The *Advisory Board* has no alternates as members).

4. A member of the public may serve on no more than three (3) committees simultaneously provided only one of the boards shall have final decision-making authority. All persons being considered for a committee position will be an elector of Highlands County.

The Board of County Commissioners hereby establishes the following procedures:

1. Approximately two months before any vacancies occur, the President of the *Advisory Board* and the County Veteran Services Officer will notify the Department Head/staff liaison assigned to the *Advisory Board*. The Department Head/staff liaison assigned to the *Advisory Board* will notify the Board of County Commissioners in writing of any upcoming vacancies. The vacancies shall be advertised to the public.

2. Persons may submit an application to the County Administrator's office for consideration on future appointments. The County Administrator shall keep a current file of all applicants and make such names available to the Board of County Commissioners for their consideration. Applications will be kept in an active file for a period of two years.

3. All appointments to the *Advisory Board* shall be made by the Board of County Commissioners. If a current *Advisory Board* member wishes to be reappointed, they will be asked to submit an application. When there are a sufficient number of volunteers, all qualified candidates' names

will be submitted to the Board of County Commissioners for consideration. Said application for membership for the *Advisory Board* is to contain the following: a brief biography, a copy of the applicant's DD-214 proving applicant is a veteran, a completed application, and a completed affidavit affirming understanding of the rules of the Board of County Commissioners to become a member of the *Advisory Board.*

4. After the Board of County Commissioners has appointed a member to the *Advisory Board,* the new member shall be notified in writing. The letter shall state the term of office for each appointed member.

5. The Department Head/staff liaison assigned to the *Advisory Board* will be responsible for obtaining the required oath of office; briefing the new member on the requirements of Government in the Sunshine, Public Records laws, the Florida Constitution, Code of Conduct, and requirements on reporting gifts.

6. The County Administrator or designee shall be responsible for the preparation of a new member package to acquaint each new member with standard operating procedures.

7. With each position that is determined to be an office, a completed "Dual Office Holding" questionnaire shall be attached to the application to prevent possible appointment of somebody to a "Dual Office" who already holds an office. ("Dual Office" as provided for in §s.5(a), Art. II, of the State Constitution).

8. The County Administrator's office shall be responsible for notification to the Ethics Commission of all members of the committees. The County Administrator shall also keep and maintain the official list of all members with the dates of term expirations.

9. The Department Head/staff liaison assigned to the *Advisory Board* shall be responsible for the professional input and analysis in addition to administrative functions of the committee, which includes:
    a. notices of meetings,
    b. minutes of meetings,
    c. agendas typing in accordance with directions from the chairman, and
    d. gathering of materials and copying for the *Advisory Board.*

10. Each Department Head/staff liaison assigned to the *Advisory Board* is responsible for keeping the attendance records of the members. When a member's attendance drops below the 50% mark in a six-month period, or three absences in a row in a six-month period accrue without reasonable explanation, the Department Head/staff liaison shall notify the member in writing and request notice of the member's intentions. Upon receipt of the member's response, the Department Head/staff liaison will submit a report to the Board of County Commissioners for its consideration and possible removal of the member.

11. Whenever the *Advisory Board* feels a need to make a recommendation or report for the Board of County Commissioners, the Department Head/staff liaison assigned to the *Advisory Board* will

be responsible for scheduling the meeting on the Board of County Commissioners' agenda and submitting the documents for the Board of County Commissioners' consideration.

12. Changes in any policy or procedure by the Board of County Commissioners shall be submitted to all *Advisory Board* members by the Department Head/staff liaison assigned to the committee.

13. If an *Advisory Board* member finds a need to be removed from an appointed position, a written resignation is requested by the Board of County Commissioners for documentation purposes.

MEMBERSHIP:

The *Advisory Board* will be comprised of seven (7) voting members, all related to the veteran community. Two members should be from each of the three communities, Avon Park, Sebring, and Lake Placid. One member can be "at large", from any of the three communities.

For the purpose of this Advisory Board, the community boundaries are as follows: North of the intersection of U.S. 27, Schumacher Road and Sebring Parkway to the Polk-Highlands County Line shall be considered the Avon Park Community. South of the intersection of U. S. 27, SR 98 and SR 66 to the Glades-Highlands County Line shall be considered the Greater Lake Placid Community. The area between SR 66 and Schumacher/Sebring Parkway shall be considered the Sebring Community.

When there is a vacancy on the *Advisory Board* and cannot be filled by a veteran representing the community in which the prior member resided, a representative from another community may be appointed. There will be no alternates on the *Advisory Board*. The County's guidelines in the "Policy on Board Appointments" shall be followed.

TERMS OF APPOINTMENTS:

Appointments will be made for a term of three (3) years, with staggered terms for members. A member may succeed him/herself only one time. When the first term is over, that appointed member must apply for the position just as any other veteran must apply for a vacant position. When a member's second term is over the veteran must be off the *Advisory Board* at least one full calendar year before applying for any new vacancy.

TERMINATION OF MEMBERSHIP:

When an *Advisory Board* member is absent for three (3) regularly scheduled meetings within a six-month period of time (50%) without reasonable explanation in writing to the Veteran's Services Officer or to the *Advisory Board,* the Department Head/staff liaison shall notify the member in writing and request notice of the member's intention. Upon receipt of the member's response, the Department Head/staff liaison will submit a report to the Board of County Commissioners for its consideration and possible removal of the member.

The selection process for a position vacated earlier than the full term is the same for any *Advisory Board* vacancy. (See "Selection of Membership Process"). The selected person to fill the vacancy will complete the term of the vacating *Advisory Board* member. At the end of the vacated term, the selected

person may apply for the vacant seat as his/her first term of three years, just as any other veteran applying for a vacancy.

ADVISORY BOARD ACTIONS:

- Each member of the *Advisory Board* shall have one vote, which may be exercised by the member.
- The presence of four (4) members (57%) of all voting members serving on the *Advisory Board* shall be necessary at any meeting to constitute a quorum to transact business.
- Unless otherwise required by these By-Laws, action of the *Advisory Board* shall require a majority affirmation vote of the membership, conducted by the Roll Call voting process.
- Amendments/revisions to these By-Laws shall require an affirmative vote of four (4) members (57%) of the membership of the *Advisory Board.*
- All By-Law changes must be approved by the *Advisory Board* before submitting the Amended or Revised By-Laws to the Board of County Commissioners for their final approval. Until such approval is rendered, the *Advisory Board* will continue to operate under the existing By Laws.
- All correspondence recommended by a Member to be sent by the *Advisory Board* shall be presented to the Secretary in draft format. If approved by the *Advisory Board* for distribution, correspondence will be sent on *Advisory Board* letterhead, produced by the Veteran Services Office staff.

MEETING:

The *Advisory Board* shall meet as often as necessary, not less than once a quarter. Notice of regular meetings shall be given to each member at least one week prior to each meeting. The regular scheduled meetings are held on the first Thursday of each month. The *Advisory Board* may also be required to convene Special meetings when called by the Chair or at the request of four (4) *Advisory Board* members by contacting the Department Head/staff liaison assigned to the *Advisory Board* or the County Veteran Services Officer, who will then post the meeting and provide *Advisory Board* members seventy-two hours' notice, accompanied by an agenda specifying the subject of the Special Meeting.

MEETING NOTICES:

All *Advisory Board* meetings are open to the public and must be publicly noticed seventy-two (72) hours in advance. Additionally, all meetings are subject to Florida Government "In The Sunshine Laws" (Public Records and Open Meeting Laws). Meeting Notices are posted on the County Official Bulletin Board.

SUNSHINE LAW:

Since the *Advisory Board* members exercise authority to conduct fact-finding, as well as make recommendations to governmental and/or legislative bodies, said *Advisory Board* is viewed as participating in the decision-making process. Therefore, the Highlands County Veteran Services *Advisory Board* is subject to the Florida Government "In The Sunshine Laws"—Section 286.011 F.S. (Open Meetings) and Chapter 119 F. S. (Public Records).

DUTIES OF OFFICERS:

The Chair:

- shall preside at all meetings of the *Advisory Board*;
- shall act as one of the members of the *Advisory Board*, having privileges of discussing all matters before the *Advisory Board*, and have the same voting rights as the *Advisory Board* members. However, the Chair shall neither introduce nor second any motion before the *Advisory Board*;
- shall perform all the duties usually pertaining to the Office of the Chair; and
- shall hold a one-year term of office, commencing at the regularly held August *Advisory Board* Meeting of each calendar year. The *Advisory Board* can elect the Chair to hold a second year of office.

The Vice Chair:

- shall presided at all meetings of the *Advisory Board* in the absence of the Chair;
- shall perform all duties usually pertaining to the Office of the Vice Chair;
- shall assume the office and duties of the Chair in the event that office becomes vacant; and
- shall hold a one-year term of office, commencing at the regularly held August *Advisory Board* Meeting of each calendar year. The *Advisory Board* can elect the Vice-Chair to hold a second year of office.

Highlands County Veterans Services Office shall:

- take and distribute minutes at all scheduled *Advisory Board* Meetings;
- send out meeting notices to all voting members, Chairman of the Veterans Council and to other interested parties;
- assure that all upcoming *Advisory Board* meetings are posted on the public bulletin board at the County Government Center;
- provide copies of all requested documents pertaining to the *Advisory Board*;
- secure all records and minutes pertaining to the *Advisory Board*;
- make recommendations on filling vacancies on the *Advisory Board* to the Highlands County Board of County Commissioners; and
- pass concerns of veterans to other governmental agencies.

CONFLICT OF INTEREST:

Members of the *Advisory Board* will, prior to voting on any issue that involves any program or agency in which they participate as an employee or member of governing authority, disclose their interest in said program or agency and submit a written statement to the Chair. In such instances, members shall abstain from voting on such issues.

RULES:

The latest edition of "Robert's Rules of Order" shall govern all procedural matters not addressed by these By-Laws.

APPROVAL/ADOPTION:

The Highlands County Veteran Services *Advisory Board* Mission Statement, Statement of Goals, and Bylaws are approved and adopted by the Highlands County Veteran Services Advisory Board on this, the _____ day of November 2009.

Signatures of *Advisory Board* Members in attendance at the time and place of the approval and adoption of Mission Statement, Statement of Goals, and By-Laws:

(Signature of *Advisory Board* Chair)
Harry Marsh

(Signature of *Advisory Board* Member)
Fred Arbelo

(Signature of *Advisory Board* Vice-Chair)
Elizabeth Waddell

(Signature of *Advisory Board* Member)
Mike Basile

(Signature of County Veteran Services Officer)
Joseph A. Dionne

(Signature of *Advisory Board* Member)
Diane Hilliard

(Signature of *Advisory Board* Member)
Herb Wilson

(Signature of *Advisory Board* Member)
J.P. Plunkett

The Highlands County Veteran Services Advisory Board Mission Statement, Statement of Goals, and Bylaws has been approved and adopted by the Highlands County Board of County Commission on this, the _____ day of _____, 2009.

_____
James D. "Don" Bates, Chair
Highlands County
Board of County Commission

_____
Robert W. Germaine
Highlands County Clerk of Courts

(Seal)

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 17, 2021

PRESENTER: **Paul Blackman, Sheriff**

SUBJECT/TITLE: **Request approval of Budget Amendment 20-21-127 and Resolution to roll forward and setup funding within the Special Law Enforcement Trust Fund for the Sheriff.**

STATEMENT OF ISSUE

Request approval to roll forward Fund Balance and appropriate funding within the Special Law Enforcement Trust Fund to expend funds within Confiscated Properties Federal and State cost centers.

RECOMMENDED ACTION

Move to approve budget amendment 20-21-127 and resolution to roll forward Fund Balance and appropriate funding within the Special Law Enforcement Trust Fund.

FISCAL IMPACT

The fiscal impact is an increase to Fund 170 (Special Law Enforcement Trust) and the overall budget is increasing for FY 20/21. This budget amendment is appropriating all available funds as of 10/1/2020 in the Special Law Enforcement Trust Fund in the amount of $221,969.38 and will be budgeted in cost centers 3106 (Confiscated Prop-Federal) and 3107 (Confiscated Prop-State) in the amounts of $126,423.04 and $95,546.34, respectively.

Attachments: 20-21-127 Sheriff Confiscated Properties (BA).pdf
20-21-127R Sheriff Confiscated Properties (Resolution).pdf

APPROVED
BOARD OF COUNTY COMMISSIONERS
August 10, 2021
O.M.B DEPARTMENT
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **8/10/2021** SUBMITTED BY: **Sheriff**

FUND(S): **170** FUND TITLE(S): **Special Law Enforcement Trust** COST CENTER(S) #: **3106, 3107**

PROJECT(S) #: PROJECT TITLE(S): COST CENTER TITLE(S): **Confiscated Prop-Federal, Confiscated Prop-State**
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	170		3999100	Fund Balance Brought Forward		0.00	221,969.38		221,969.38
E	170	3106	54900	Other Charges/Obligations		0.00	21,582.14		21,582.14
E	170	3106	55200	Operating Supplies		0.00	39,840.90		39,840.90
E	170	3106	56400	Machinery & Equipment		0.00	65,000.00		65,000.00
E	170	3107	54900	Other Charges/Obligations		0.00	8,500.00		8,500.00
E	170	3107	55200	Operating Supplies		0.00	40,484.59		40,484.59
E	170	3107	56400	Machinery & Equipment		0.00	46,561.75		46,561.75

REASON: **To setup the funding for Confiscated Properties for FY 20/21.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **20-21-127**

ACTION:
Board ____ Approved ____ Denied
County Administrator ____ Approved ____ Denied

SIGNATURE: _____

DATE: ____ / ____ / ____

TRANSFER TYPE:

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

Signature: _____ Posted by Clerk: _____

Form Revised 08/05/2020

RESOLUTION NUMBER 20-21-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR HIGHLANDS COUNTY, FLORIDA AUTHORIZING AMENDMENT TO THE SPECIAL LAW ENFORCEMENT TRUST FUND.

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

WHEREAS, the following budget amendment is necessary and proper within the Special Law Enforcement Trust Fund; and

WHEREAS, to roll forward Fund Balance and appropriate funding for Confiscated Properties in FY 20/21 in the amount of $221,969.38; and

WHEREAS, the funds must be appropriated to accomplish the fund purposes within the Law Enforcement Trust Fund.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Highlands County, Florida this _____ day of _____, 2021 that budget amendment 20-21-127 is hereby approved and authorized.

BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA

_____
Chairperson

Attest:_____
Clerk of Courts

Approved as to Budgetary Requirements

_____
OMB Department

G:\BUS\OMB\.New OMB (To be retained)\BUDGET AMENDMENTS\Resolutions\Resolutions 2020-21\20-21-127R Sheriff Confiscated Properties.docx

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 17, 2021

PRESENTER: **Paul Blackman, Sheriff**

SUBJECT/TITLE: **Request approval to expend funds from the Special Law Enforcement Trust Fund.**

STATEMENT OF ISSUE

The Highlands County Sheriff's Office would like to expend State Forfeiture funds for the purchase of Fixed LPR Main Enclosure with 2 cameras and software including installation for the Real Time Crime Center.

RECOMMENDED ACTION

Move to approve expenditures of State Forfeiture funds for the above listed equipment not to exceed $27,000.

FISCAL IMPACT

There is no fiscal impact to Fund 170 (Special Law Enforcement Trust) or the overall budget.

Attachments: Fund_170_RqstExpFunds.doc
20-21-127 Sheriff Confiscated Properties (BA).pdf
20-21-127R Sheriff Confiscated Properties (Resolution).pdf

Highlands County Sheriff's Office

Sheriff Paul Blackman

400 S. Eucalyptus Street
Sebring, Florida 33870
863-402-7200
www.highlandssheriff.org

Dually Accredited

To: Highlands County Board of County Commissioners

I. Highlands County Sheriff's Office request to expend funds:

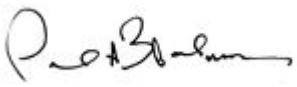
On behalf of the Highlands County Sheriff's Office, I, Sheriff Paul Blackman, request to expend funds from the Special Law Enforcement Trust Fund Number 170, from:

(a)__X____ State Forfeiture Monies under cost Center 3107 Amount requested up to: **$**_____27,000.00_____

OR

(b)_____Federal Forfeiture Monies under Cost Center 3016 Amount requested up to: $_____

I certify these requested funds will be used in accordance of the (a) Provisions of Chapter 932.7055 *et seq.* Florida Statutes or (b) in compliance with the Guide to Equitable Sharing for State and Local Law Enforcement Agencies or both.



Paul Blackman, in his official capacity as Sheriff for Highlands County, Florida

II. Other Agency or Organization requesting funds:

Name: _____
Address: _____
City:_____State:_____Zip Code:_____
Contact Person:_____
Telephone:_____Fax:_____

On behalf of the Agency or Organization, I request to receive funds from the Special Law Enforcement Trust Fund Number 170, from:

(a)_____State Forfeiture Monies under Cost Center 3107 Amount requested up to: $_____

OR

(b)_____Federal Forfeiture Monies under Cost Center 3106 Amount requested up to: $_____

I certify these requested funds will be used in accordance of the (a) Provisions of Chapter 932.7055 *et seq.* Florida Statutes or (b) in compliance with the Guide to Equitable Sharing for State and Local law Enforcement Agencies or both. Furthermore, I understand if such requested monies are received, I shall provide an accounting for such moneys within 30 days to:

Highlands County Sheriff's Office
Attention: Budget Manager
400 S. Eucalyptus Street
Sebring, Florida 33870

Signature:_____ _____
Agency or Organization Representative *Date*

For HCSO Use Only

Approved by:_____ _____
Sheriff or Designee *Date*

APPROVED
BOARD OF COUNTY COMMISSIONERS
August 10, 2021
O.M.B DEPARTMENT
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **8/10/2021** SUBMITTED BY: **Sheriff**

FUND(S): **170** FUND TITLE(S): **Special Law Enforcement Trust** COST CENTER(S) #: **3106, 3107**

PROJECT(S) #: PROJECT TITLE(S): COST CENTER TITLE(S): **Confiscated Prop-Federal, Confiscated Prop-State**
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	170		3999100	Fund Balance Brought Forward		0.00	221,969.38		221,969.38
E	170	3106	54900	Other Charges/Obligations		0.00	21,582.14		21,582.14
E	170	3106	55200	Operating Supplies		0.00	39,840.90		39,840.90
E	170	3106	56400	Machinery & Equipment		0.00	65,000.00		65,000.00
E	170	3107	54900	Other Charges/Obligations		0.00	8,500.00		8,500.00
E	170	3107	55200	Operating Supplies		0.00	40,484.59		40,484.59
E	170	3107	56400	Machinery & Equipment		0.00	46,561.75		46,561.75

REASON: **To setup the funding for Confiscated Properties for FY 20/21.**

OFFICE USE ONLY

OMB RECOMMENDATION:

____ Approval

____ Denial

REQUEST # **20-21-127**

ACTION:

Board	____	Approved	____	Denied
County Administrator	____	Approved	____	Denied

SIGNATURE: ____

DATE: ____ / ____ / ____

TRANSFER TYPE:

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

Signature: ____

Posted by Clerk: ____

Form Revised 08/05/2020

RESOLUTION NUMBER 20-21-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR HIGHLANDS COUNTY, FLORIDA AUTHORIZING AMENDMENT TO THE SPECIAL LAW ENFORCEMENT TRUST FUND.

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

WHEREAS, the following budget amendment is necessary and proper within the Special Law Enforcement Trust Fund; and

WHEREAS, to roll forward Fund Balance and appropriate funding for Confiscated Properties in FY 20/21 in the amount of $221,969.38; and

WHEREAS, the funds must be appropriated to accomplish the fund purposes within the Law Enforcement Trust Fund.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Highlands County, Florida this _____ day of _____, 2021 that budget amendment 20-21-127 is hereby approved and authorized.

BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA

_____
Chairperson

Attest:_____
Clerk of Courts

Approved as to Budgetary Requirements

_____
OMB Department

G:\BUS\OMB\.New OMB (To be retained)\BUDGET AMENDMENTS\Resolutions\Resolutions 2020-21\20-21-127R Sheriff Confiscated Properties.docx

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 17, 2021

PRESENTER: **Sandra S. Vázquez, Planner I**

SUBJECT/TITLE: **Public hearing to consider adoption of Small Scale Comprehensive Plan Future Land Use Amendment CPA-21-584SS, for an approximate 4.21-acre portion of an approximate 9.21-acre parcel, from Agriculture (AG) to Commercial (C).**

STATEMENT OF ISSUE

The Applicant is requesting a small-scale comprehensive plan amendment for an approximate 4.21-acre portion of an approximate 9.21-acre parcel, from AG to C. The parcel is vacant of structures and native vegetation. The Applicant is proposing to utilize the property for future commercial development.

There is a companion request for a zoning change from Agricultural District (AU) and Business with a Conditional Use District (B-3 CU) to Business District (B-3), P&Z 2074.

The Planning and Zoning Commission recommended approval of CPA-21-584SS as presented.

Before the proposed small-scale comprehensive plan amendment can be approved by the Highlands County Board of County Commissioners and transmitted to the Florida Department of Economic Opportunity, a Property Rights Element must be adopted and included in the Highlands County Comprehensive Plan as required by House Bill 59. Staff is requesting to table the above hearing until such adoption is completed.

RECOMMENDED ACTION

Move to table this hearing to January 18, 2022, at 9:00 A.M., or as soon thereafter as possible.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Staff Report CPA-21-584SS for Guerrero & Sanchez.pdf
Application CPA-21-584SS for Guerrero & Sanchez.pdf

HIGHLANDS COUNTY
PLANNING DIVISION
STAFF REPORT

Type: Small Scale Comprehensive Plan Amendment	**BCC Hearing Date:** 8/17/2021
Case Number: CPA-21-584SS	**Case Name:** Guerrero and Sanchez
Agent: Pamela T. Karlson	**Property Owners:** Jesus Mendoza Guerrero & Dannia Sanchez
Public Hearing: BCC	**Case Staff Member:** Sandra S. Vázquez

Request: Change the Future Land Use Map (FLUM) for an approximate 4.21-acre portion of an approximate 9.21-acre parcel, from Agriculture (AG) to Commercial (C)

General Location: An approximate 4.21-acre portion of an approximate 9.21-acre parcel located approximately 0.35 miles north of CR 64 E, on the east side of CR 17A N, at the intersection of CR 17A and E Winthrop Street; the address being 400 CR 17A N, Avon Park, Florida

PARCEL ID: C-24-33-28-A00-0040-0000

Staff Recommendations and Minutes:

1. **Staff Recommendation to the Board of County Commissioners (BCC) concerning the Planning and Zoning Commission (P&Z) Recommendation:** Move to approve and adopt by Ordinance, CPA-21-584SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for approximately 4.21-acre portion of an approximate 9.21-acre parcel, from Agriculture (AG) to Commercial (C), and transmit CPA-21-584SS to the Florida Department of Economic Opportunity for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law.

2. **Staff Recommendation to the Planning and Zoning Commission (P&Z):** Recommend to the Board of County Commissioners to approve and adopt by Ordinance, CPA-21-584SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 4.21-acre portion of an approximate 9.21-acre parcel, from Agriculture (AG) to Commercial (C), and transmit CPA-21-584SS to the Florida Department of Economic Opportunity for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law.

3. **Excerpt from the July 13, 2021, DRAFT P&Z Minutes and Recommendation to the BCC: "<u>A. HEARING NUMBER CPA-21-584SS – JESUS MENDOZA GUERRERO AND DANNIA SANCHEZ – C/O KARLSON LAW GROUP</u>** An approximate 4.21-acre portion of an approximate 9.21-acre parcel located approximately 0.35 miles north of CR 64 E, on the east side of CR 17A N, at the intersection of CR 17A and E Winthrop Street; the address being 400 CR 17A N, Avon Park, Florida; and abbreviated legal as follows: An approximate 4.21-acre parcel located in Section 24, Township 33 South, Range 28 East, Highlands County, Florida.

The Applicant is requesting a small-scale plan amendment from Agriculture (AG) to Commercial (C). Mr. Boring read the request; Mrs. Vazquez and Mrs. Karlson presented the request. There were no letters received; no one spoke in favor or against the request.

Motion by Mr. Howard and seconded by Mrs. Hunnicutt to recommend to the Board of County Commissioners (BCC) to approve and adopt by Ordinance, CPA-21-584SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 4.21-acre portion of an approximate 9.21-acre parcel, from Agriculture (AG) to Commercial (C), and transmit CPA-21-584SS to the Florida Department of Economic Opportunity for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law.

Upon roll call, all members voted yes. **Motion carried 5-0**."

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

1. **Request:** The matter for consideration is for a change to the Future Land Use Map of an approximate 4.21-acre portion of an approximate 9.21-acre parcel, from Agriculture (AG) to Commercial (C).

The parcel is vacant of structures and partially cleared of native vegetation. The Applicant is proposing to utilize the property for future commercial development.

There is a companion request for a zoning change from Agricultural District (AU) and Business with a Conditional Use District (B-3 CU) to Business District (B-3), P&Z 2074.

2. Existing Use Analysis:

LOCATION	EXISTING USE	LAND USE CATEGORY	ZONING
Subject Property	Vacant Commercial	C/AG	B-3 CU/AU
Adjacent Property to the North	County Barn	Public and Quasi-Public Lands District (P)	Public/Quasi-Public Facility and Institutional Lands (P)
Adjacent Property to the South	Groves/Orchards	AG	AU
Adjacent Property to the East	Avon Park High School Ag Barn	AG	AU
Adjacent Property to the West	Groves/Orchards	AG	AU

3. Applicable References:

Planning…§163.3194(1)(a) - (b), F.S.; Highlands County 2030 Comprehensive Plan: Future Land Use Policies: 1.1, General Growth Management Strategy; Policy 1.2.D.1, Agriculture (AG) and Policy 1.2.D.5, Commercial (C).

Zoning…Highlands County Land Development Regulations (LDRs): Section 12.05.200: Agricultural District (AU) and Section 12.05.242: Business District (B-3).

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

Future Land Use Element

Goal: Ensure a High Quality, Diversified Living Environment through the Efficient Distribution of Compatible Land Uses, Discourage Urban Sprawl, Protect Environmentally Sensitive Lands, Reduce Greenhouse Gas Emissions, and Provide Guidance for the Location, Type, and Intensity for New Development, within the 2010 to 2030 Planning Period

Objective 1: Growth Management Strategy:

Policy 1.1, General Growth Management Strategy:

A. The Future Land Use Element shall be used as a common framework to govern land use decisions by the public sector and to guide the development activities

of the private sector. The General Growth Management Strategy consists of the following:

1. *Encourage compatible future growth, including infill, in the planning period of 2010 to 2030.*
2. *Allow and encourage compatible infill development wherever properties are already served by public infrastructure, but not utilized at the most suitable density and/or intensity or type of land use in relation to surrounding development.*

B. *In general, the outward expansion of urban land uses from the municipal limits of Avon Park, Sebring, and Lake Placid shall connect to the existing and planned infrastructures and centralized services that support the communities, municipalities and many of the employment centers of Highlands County. In most instances, development decisions should recognize this as a fundamental principle of policies governing future development within Highlands County. The County will give preference to:*

1. *Opportunities for infill or redevelopment, where such opportunities exist.*
2. *Development opportunities which provide permanent jobs and improve the County's revenue base.*
3. *Well planned development that meets the objectives and policies of this Comprehensive Plan.*

5. Department Analysis and Comments of Petitioner's Proposal:

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

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

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

Natural Resources: The County was interested in this property at one point and Natural Resources was asked to survey for tortoises. There were over 100 tortoise burrows on this property. The new owner called Natural Resources team prior to purchasing and is aware of the high number of burrows. There has already been some clearing of the property and FWC law enforcement should become involved too. We recommend an ECR as there may be skinks on the property as well. Additionally, this property is in one of the MAZ zones (probably MAZ 2). We recommend against any zoning changes until the property owner has worked with FWC law enforcement concerning his proposed plans for the property.

Florida Department of Health: No objection.

5.B. The following Departments, Divisions, and Agencies offered no comment: Florida Department of Transportation and Florida Department of Environmental Protection.

5.C. The following Departments, Divisions, and Agencies did not respond: City of Avon Park, Highlands County Emergency Management, Highlands County Emergency Medical Services, and Highlands County Fire Rescue.

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

6.A. Natural Features Analysis:

1. **Topography:** The topographic map depicts the subject property as mostly level with an elevation between 160 and 165 feet.
2. **Soils:** The soil underlying the site is *Astatula.* The available water capacity is very low, with a very rapid permeability. Depth to the water table is more than 80 inches. This soil is nearly level to moderately sloping, and excessively drained.
3. **Surface Waters:** The subject parcel has no surface water areas.
4. **Vegetative Cover:** The site contains areas that have been cleared of native vegetation.

6.B. Land Use Analysis:

1. **Current Use of Land:** The current use of the land is vacant.
2. **Current Future Land Use Map (FLUM) Designation:** The site has a FLUM designation of Agriculture.
3. **Proposed FLUM Designation:** The proposed FLUM designation is Commercial.
4. **Current FLUM Population Yield:** The current FLUM would not allow a dwelling unit to be constructed as it does not meet the minimum 5-acre requirement for Agriculture; therefore the population yield is zero.
5. **Proposed Intensity:** The proposed FLUM allows a maximum of 0.70 FAR for office; up to 0.80 for other commercial uses.
6. **The Applicant's proposed development program:** The Applicant is proposing to use the site for commercial purposes. No residential uses are proposed.

6.C. Special Designated Areas:

1. **Environmental Protection:** The Conservation Overlay Map series of the Comprehensive Plan indicated to contain over 2 acres of Xeric Upland habitat. Pursuant to Natural Resource Element Policy 3.3. of the Comprehensive Plan. The Applicant submitted to staff an Environmental Clearance Report on March 25, 2021. The report indicates that Xeric Upland habitat does not exist on site. However, the ECR submitted to staff indicates the potential presence of gopher tortoises. A Gopher Tortoise Burrow Disturbed Site permit from Florida Fish and Wildlife Conservation Commission was submitted to staff on May 3rd, 2021.
2. **Historic Resources:** The Florida Master Site File (FMSF) indicates that there are no known historic resources on the property.
3. **Archaeological Resources:** The Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Comprehensive Plan and the FMSF indicate no known archaeological resources on the site.

4. **Floodplains (FEMA designation):** The property has a flood zone designation of X, for areas located outside the Special Flood Hazard Areas, as depicted on the Flood Insurance Rate Map Community Panel Number **12055C0126C**, effective November 18, 2015.
5. **Military Airport Zones (MAZ):** The property is located within MAZ III as designated by Section 12.12.800 of the Highlands County LDRs.
6. **Wellhead Protection Zones:** The property is not located within any of the defined protection zones as defined by Infrastructure Policy 6.6. of the Comprehensive Plan.
7. **Airport Surface Areas:** The property is located within the Avon Park Executive Airport Conical Surface as designated by Chapter 2.1 of the Highlands County Code of Ordinances.

6.D. Public Facilities and Services:

1. **Potable Water:** The property will be served by an on-site potable water (well) system.
2. **Central Wastewater:** The property will be served by an on-site wastewater treatment system.
3. **Solid Waste:** The property will be serviced by a county-approved refuse collection company.
4. **Vehicular Access and Traffic Circulation:** The site has direct access onto E Winthrop Street.
5. **Railroad Access:** There is no railroad access to the property.
6. **Recreation:** The proposed development will not require the need for recreation.
7. **Drainage:** The Applicant will be required to comply with Section 12.13.104.F. of the Highlands County LDRs and the applicable water management district regulations.

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

6.F. Schools: The permitted uses within the Commercial Future Land Use designation are commercial in nature; however, residential uses are permitted as accessory to the business. If any project development generates student impacts to the school district; school concurrency will be required.

6.G. Airports: The subject property is located approximately 2.58 miles northeast of the Avon Park Executive Airport and 12.6 miles northwest of the Sebring Regional Airport.

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

(1) *Directs or locates economic growth and associated land development to geographic areas of the community in a manner that does not have an adverse impact on and protects natural resources and ecosystems:* The

site is located in an area with other commercial uses. The site access will be directly off of E Winthrop Street which connects to CR 17A, which is an established truck route. Placing the non-retail commercial business at this site will remove additional potential traffic on US Highway 27 and leaves sites more suitable to retail on the highway. It is south of the School Board of Highlands County (SBHC) bus depot, and the Highlands County Board of County Commissioners Avon Park Road and Bridge barn and gas pumps. The proposed use will not adversely impact the natural resources or ecosystems. All required permits from appropriate agencies shall be obtained prior to development.

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

(3) *Promotes walkable and connected communities and provides for compact development and a mix of uses at densities and intensities that will support a range of housing choices and a multimodal transportation system, including pedestrian, bicycle, and transit, if available:* This indicator is not applicable.

(4) *Promotes conservation of water and energy:* The property is located in an area near other establishments that are commercial in nature. Building near other commercial establishments will allow for consumers to combine trips.

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

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

(7) *Creates a balance of land uses based upon demands of the residential population for the nonresidential needs of an area:* The proposed development is in an existing commercial area, which will allow for additional commercial uses for the residential neighborhoods in the area.

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

7. Mandatory Findings of Fact:

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

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

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

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

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

The Planning Division, based on the Mandatory Findings of Fact and Consistency with the Comprehensive Plan, recommends the Board of County Commissioners to approve and adopt by Ordinance, CPA-21-584SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for approximately 4.21 acres from Agriculture (AG) to Commercial (C), and transmit CPA-21-584SS to the Florida Department of Economic Opportunity for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law.

Attachments:

Exhibit 1: Location Map
Exhibit 2: Aerial Map
Exhibit 3: Future Land Use Map
Exhibit 4: Proposed Future Land Use Map
Exhibit 5: Site Plan
Exhibit 6: Site Photographs

Exhibit 1:

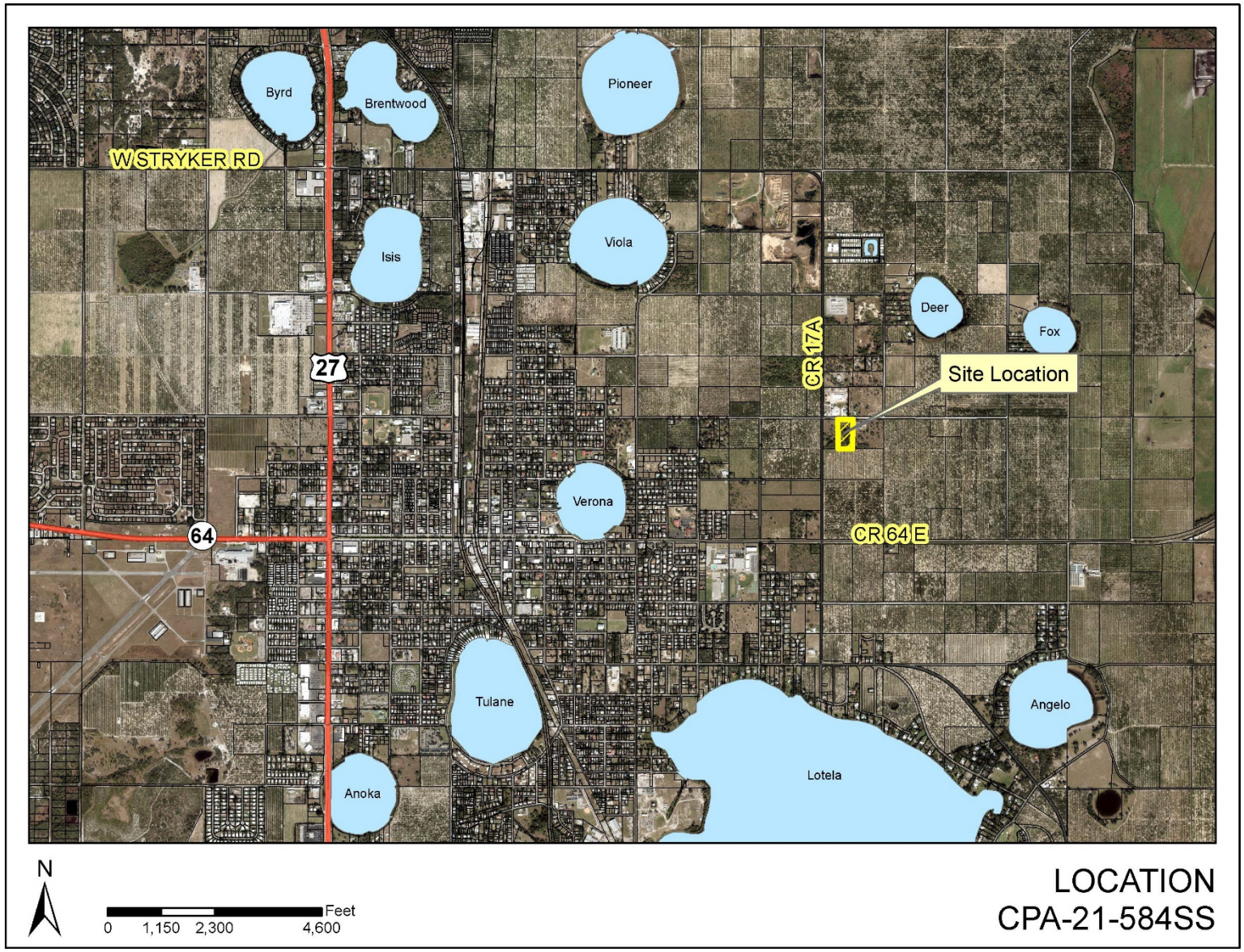

Byrd
Brentwood
Pioneer
W STRYKER RD
Isis
Viola
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Fox
CR 17A
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Site Location
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CR 64 E
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2,300
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LOCATION
CPA-21-584SS

Exhibit 2:

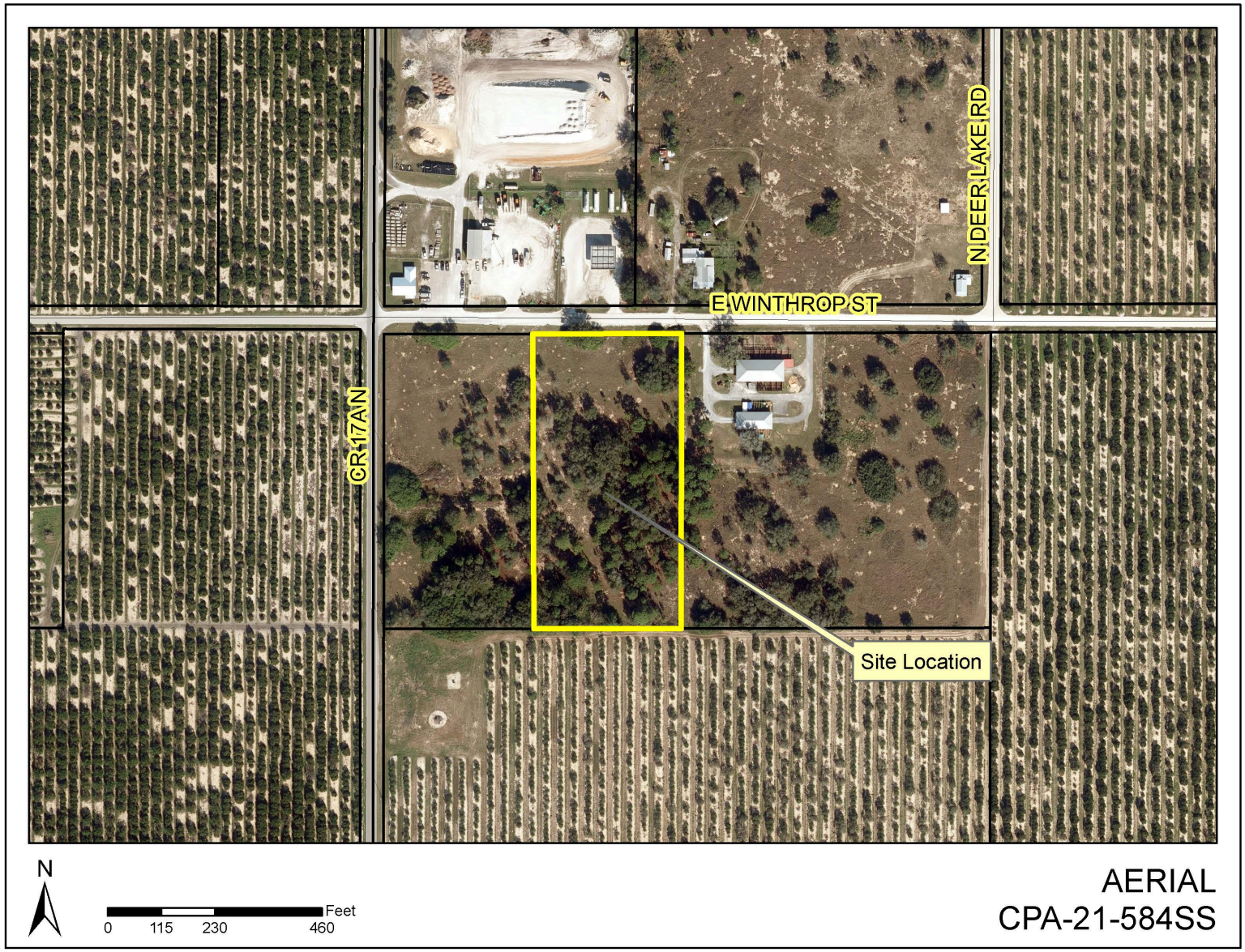

N DEER LAKE RD
E WINTHROP ST
CR 17A N
Site Location
N
0 115 230 460 Feet
AERIAL
CPA-21-584SS

Exhibit 3:

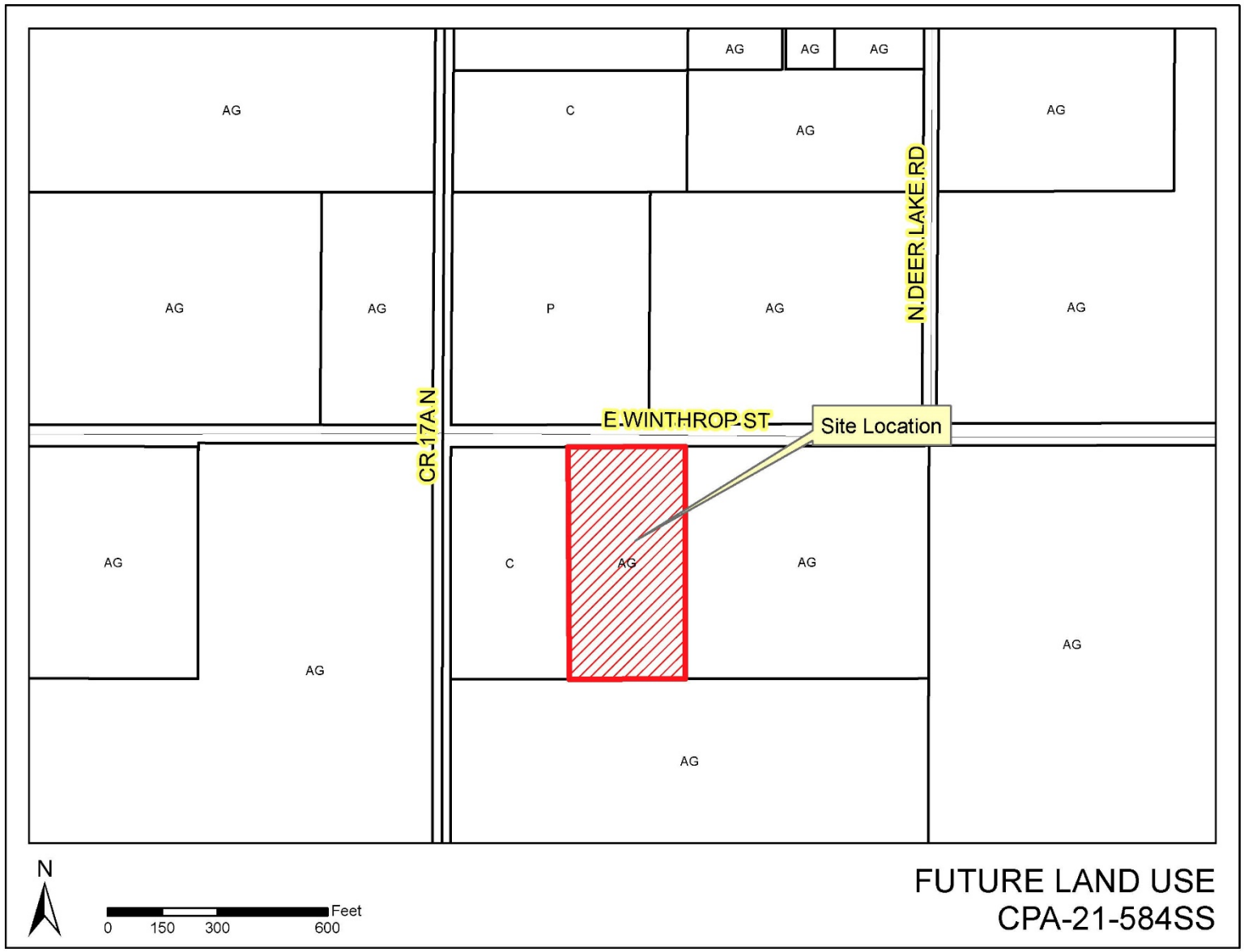

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FUTURE LAND USE
CPA-21-584SS

Exhibit 4:

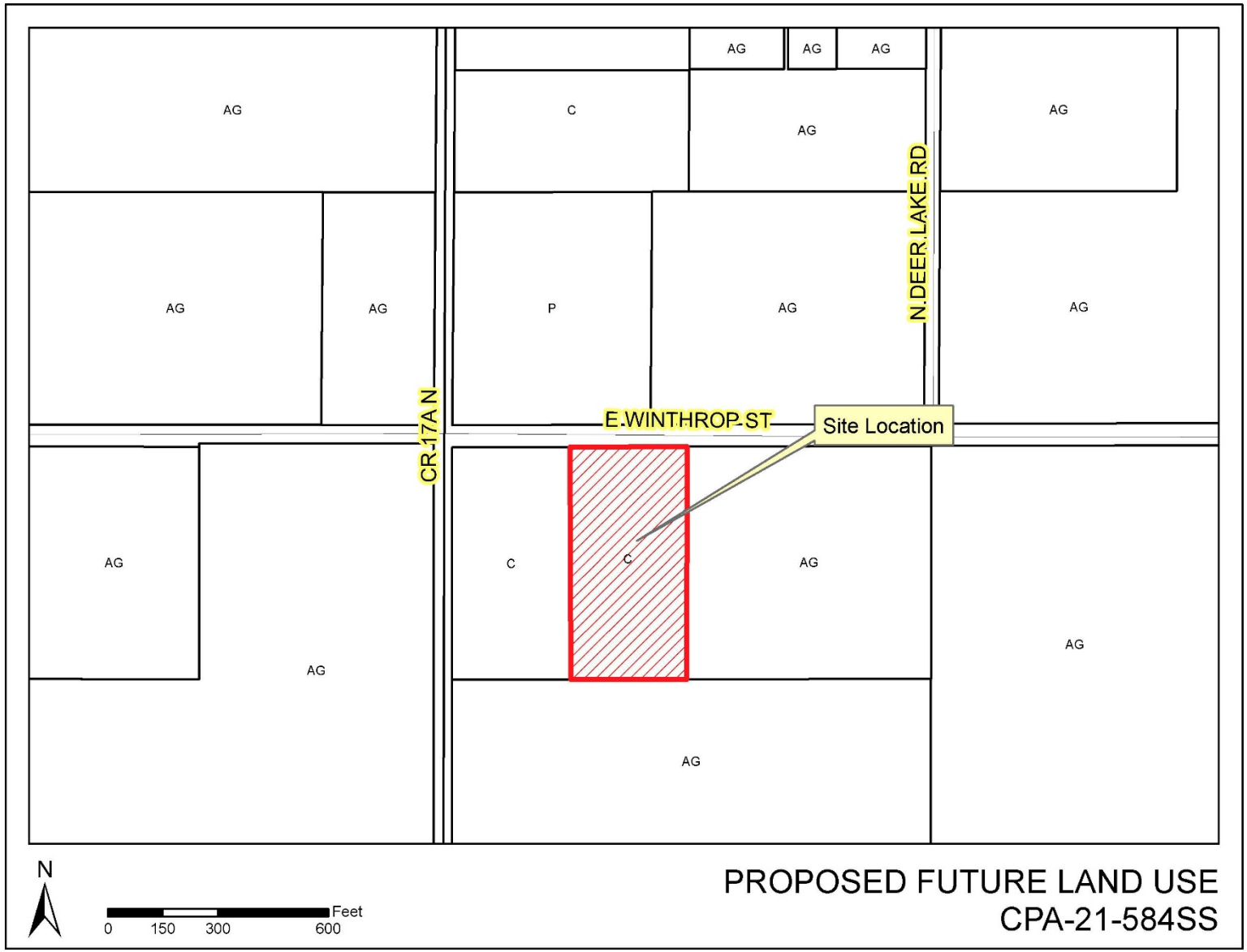

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Site Location
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PROPOSED FUTURE LAND USE
CPA-21-584SS

Exhibit 5:

Scale 1 inch = 130 feet

D and J and Sons Harvesting
Site Plan - Pole Barn Location
Total 0.36 Acres



Exhibit 6:





Highlands County, Florida
Comprehensive Plan Amendment Application
Small Scale Comprehensive Plan Map Amendment (20 acres or less)

Change from: Agricultural Change to: Commercial

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

STAFF USE ONLY: 21020014

Case Number: CPA- 21-584SS **Date of Application:** 5/3/2021

Amount of Fee: $ 1500 **Tax Map No.:** 44C

Hearing Dates: P&Z 7/13/21 BOCC 8/17/21

This application has been reviewed for completeness and determined sufficient.

Melony C Pepper
Signed: Planning Supervisor

5/17/2021
Date

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

STRAP No. C- 24-33-28-A00-0040-0000 **STRAP No. C-**___-___-___-___-____-____-____

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

APPLICANT INFORMATION:

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

   Print Name(s): Jesus Mendoza Guerrero and Dannia Sanchez, Husband and Wife

   Mailing Address: 115 E. Wolf St., Avon Park, FL 33825

   Daytime Telephone No. (863) 443-0618 **E-Mail Address:** dannia1975@gmail.com

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

   Print Name: Pamela T. Karlson, Esq., KARLSON LAW GROUP, P.A.

   Mailing Address: 301 Dal Hall Blvd., Lake Placid, FL 33852

   Daytime Telephone No. (863) 465-5033 **E-Mail Address:** pam@karlsonlaw.com

NOTARIZED AUTHORIZATION:

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

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

PLAN AMENDMENT REQUEST INFORMATION:

3. Please provide a brief description of the proposed plan amendment, including the reason(s) the amendment should be approved: The property currently has a AU Future Land Use. The applicant is requesting to amend the Future Land Use to commercial. This request should be approved as it is consistent with mixed use zoning currently in place with neighboring uses and county requirements.

4. Based upon the Highlands County Comprehensive Plan, please provide the goal(s), objective(s), and/or policy number(s) that support your proposed plan amendment.
   a. Goal(s) FLU
   b. Objective(s) Objective one - Growth Management Strategy
   c. Policy(ies) 1.2(D)(7)

PROPERTY INFORMATION:

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

6. **Street Address(es) of Property Covered by the Application:** 400 CR 17A N, Avon Park, FL 33825

7. **Name of Project, Subdivision, or Overall Project or part of a larger project, if applicable:** N/A

8. **Existing Zoning District:** B3 CU/AU **Existing Future Land Use Classification:** AU

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

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

    If multiple units, the number of dwellings per building: _____

11. **Existing Property Information:** Size of Property (width) 289.56 feet, (depth) 633.43 feet, road frontage 289.56 feet, water frontage -0- feet, **Total acres:** 4 acres 4.21 acres

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

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

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

_____

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

	Current Use(s)	FLUM Designation(s)	Zoning District(s)
North	HCBCC - Barn	P	P
South	Grove	AG	AU
East	HC School Board - School	AG	AU
West	Grove	AG	AU

INFORMATION ABOUT THE PROPOSED USE:

15. **Proposed Number of Dwelling Units and/or Square Feet of Commercial space:** N/A

16. **Residential Density:** The proposed density is N/A units per acre.

17. **Intensity:** The proposed intensity is N/A square feet at N/A Floor Area Ratio (FAR).

ADDITIONAL INFORMATION REQUIRED PERTAINING TO PUBLIC FACILITIES:

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

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

19. **Wastewater Treatment:** The proposed development will be served by an off-site central wastewater treatment system. ☐ **Yes** ☑ **No**
If Yes, the wastewater treatment system requirements will be accommodated by the _____ system. PLEASE ATTACH A LETTER FROM THE SERVICE PROVIDER ACKNOWLEDGING CAPACITY. (See the attached sample letter requesting this information from the service provider.)

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

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

ADDITIONAL COMPREHENSIVE PLAN INFORMATION NEEDED AT THE TIME OF DEVELOPMENT:

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

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

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

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

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

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

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

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

END OF APPLICATION

ATTACHMENTS:

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

EXHIBIT "A"

3. Legal Description Covered by Application

Lot 4, Block "2", Section 24, Township 33 South, Range 28 East, Highlands County, Florida, LESS Road Rights of Way and LESS AND EXCEPT a portion of Lot 4, Block "2", SECTION 24, TOWNSHIP 33 SOUTH, RANGE 28 EAST, Highlands county, Florida, being more particularly described as follows: COMMENCE at the Northwest corner of said Section 24; thence run South 00°11'57" West along the centerline of State 17-A and the West line of said Section 663.04 feet to the Southwest corner of said Lot 4; thence South 89°58'01" East along the South line of said Lot 4, 373.91 feet for POINT OF BEGINNING; thence continue South 89°58'01" East along said line, 289.56 feet to the Southeast corner of said Lot 4; thence North 00°14'09" East along the East line of said Lot 4, 633.43 feet to a point located on the South right of way line of Winthrop Street; thence North 90°00'00" West along said right of way line, 289.56 feet; thence South 00°14'09" West, 633.26 feet to the Point of Beginning. Containing 4.21 acres.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 17, 2021

PRESENTER: **Sandra S. Vázquez, Planner I**

SUBJECT/TITLE: **Public hearing to consider adoption of P&Z Hearing No. 2074, changing the Official Zoning Atlas for approximately 9.21 acres from Agricultural District (AU) and Business with a Conditional Use District (B-3 CU) to Business District (B-3).**

STATEMENT OF ISSUE

The Applicant is requesting to change the Official Zoning Atlas for an approximate 9.21-acre parcel, from AU and B-3 CU to B-3. The parcel is vacant of structures and partially cleared of native vegetation. The Applicant is proposing to utilize the property for future commercial development.

There is a companion request for a Future Land Use Map Amendment for an approximate 4.21-acre portion of the approximate 9.21-acre parcel, from Agriculture (AG) to Commercial (C), CPA-21-584SS.

The Planning and Zoning Commission recommended approval of P&Z Hearing No. 2074 as presented.

Before the proposed zoning change can be approved by the Highlands County Board of County Commissioners, a Property Rights Element must be adopted and included in the Highlands County Comprehensive Plan as required by House Bill 59. Staff is requesting to table the above hearing until such adoption is completed.

RECOMMENDED ACTION

Move to table this hearing to January 18, 2022, at 9:00 A.M., or as soon thereafter as possible.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Staff Report P&Z 2074 Guerrero & Sanchez.pdf
Application P&Z 2074 Guerrero & Sanchez.pdf

HIGHLANDS COUNTY
PLANNING DIVISION
STAFF REPORT

Type: Rezone	**BCC Hearing Date:** 8/17/2021
Case Number: P&Z 2074	**Case Name:** Guerrero and Sanchez
Agent: Pamela T. Karlson	**Property Owners:** Jesus Mendoza Guerrero & Dannia Sanchez
Public Hearing: BCC	**Case Staff Member:** Sandra S. Vázquez

Request: Rezone an approximate 9.21-acre parcel, from Agricultural District (AU) and Business with a Conditional Use District (B-3 CU) to Business District (B-3)

General Location: An approximate 9.21-acre parcel located approximately 0.35 miles north of CR 64 E, on the east side of CR 17A N, at the intersection of CR 17A and E Winthrop Street; the address being 400 CR 17A N, Avon Park, Florida

PARCEL ID: C-24-33-28-A00-0040-0000

Staff Recommendations and Minutes:

1. **Staff Recommendation to the Board of County Commissioners (BCC) concerning the Planning and Zoning Commission (P&Z) Recommendation:** Move to approve and adopt by Resolution, P&Z 2074, changing the Official Zoning Atlas for approximately 9.21 acres from Agricultural District (AU) and Business with a Conditional Use District (B-3 CU) to Business District (B-3), referencing the mandatory findings of fact and becoming effective as provided by law.

2. **Staff Recommendation to the Planning and Zoning Commission (P&Z):** Recommend to the Board of County Commissioners to approve and adopt by Resolution, P&Z 2074, changing the Official Zoning Atlas for approximately 9.21 acres from Agricultural District (AU) and Business with a Conditional Use District (B-3 CU) to Business District (B-3), referencing the mandatory findings of fact and becoming effective as provided by law.

3. **Excerpt from the July 13, 2021, DRAFT P&Z Minutes and Recommendation to the BCC: "B. HEARING NUMBER P&Z 2074 – JESUS MENDOZA GUERRERO AND DANNIA SANCHEZ - C/O KARLSON LAW GROUP** An approximate 9.21-acre parcel located approximately 0.35 miles north of CR 64 E, on the east side of CR 17A N, at the intersection of CR 17A and E Winthrop Street; the address being 400 CR 17A N, Avon Park, Florida; and abbreviated legal as

follows: An approximate 9.21-acre parcel located in Section 24, Township 33 South, Range 28 East, Highlands County, Florida.

The Applicant is requesting a zoning change from Agricultural District (AU) and Business with a Conditional Use District (B-3 CU) to Business District (B-3). Mr. Boring read the request; Mrs. Vazquez and Mrs. Karlson presented the request. There were no letters received; no one spoke in favor or against the request.

Motion by Mr. Reed and seconded by Mrs. Mack to recommend to the Board of County Commissioners (BCC) to approve and adopt by Resolution, P&Z 2074, changing the Official Zoning Atlas for approximately 9.21 acres from Agricultural District (AU) and Business with a Conditional Use District (B-3 CU) to Business District (B-3), referencing the mandatory findings of fact and becoming effective as provided by law.

Upon roll call, all members voted yes. **Motion carried 5-0."**

Supplemental Material/Issue Analysis Report:

1. Request: The matter for consideration is for a change to the Official Zoning Atlas of an approximate 9.21-acre parcel, from AU and B-3 CU to B-3.

The parcel is vacant of structures and partially cleared of native vegetation. The Applicant is proposing to utilize the property for future commercial development.

There is a companion request for a Future Land Use Map Amendment for an approximate 4.21-acre portion of the approximate 9.21-acre parcel, from Agriculture (AG) to Commercial (C).

2. Existing Use Analysis:

LOCATION	EXISTING USE	LAND USE CATEGORY	ZONING
Subject Property	Vacant Commercial	C/AG	B-3 CU/AU
Adjacent Property to the North	County Barn	Public and Quasi-Public Lands District (P)	Public/Quasi-Public Facility and Institutional Lands (P)
Adjacent Property to the South	Groves/Orchards	AG	AU
Adjacent Property to the East	Avon Park High School Ag Barn	AG	AU

LOCATION	EXISTING USE	LAND USE CATEGORY	ZONING
Adjacent Property to the West	Groves/Orchards	AG	AU

3. Applicable References:

Planning…§163.3194(1)(a) - (b), F.S.; Highlands County 2030 Comprehensive Plan: Future Land Use Policies: 1.1, General Growth Management Strategy; Policy 1.2.D.1, Agriculture (AG) and Policy 1.2.D.5, Commercial (C).

Zoning…Highlands County Land Development Regulations (LDRs): Section 12.05.200: Agricultural District (AU) and Section 12.05.242: Business District (B-3).

4. Department Analysis and Comments of Petitioner's Proposal:

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

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

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

Natural Resources: The County was interested in this property at one point and Natural Resources was asked to survey for tortoises. There were over 100 tortoise burrows on this property. The new owner called Natural Resources team prior to purchasing and is aware of the high number of burrows. There has already been some clearing of the property and FWC law enforcement should become involved too. We recommend an ECR as there may be skinks on the property as well. Additionally, this property is in one of the MAZ zones (probably MAZ 2). We recommend against any zoning changes until the property owner has worked with FWC law enforcement concerning his proposed plans for the property.

Florida Department of Environmental Health: No objection.

4.B. The following Departments, Divisions, and Agencies offered no comment: Florida Department of Transportation and Florida Department of Environmental Protection.

4.C. The following Departments, Divisions, and Agencies did not respond: City of Avon Park, Highlands County Emergency Management, Highlands County Emergency Medical Services, and Highlands County Fire Rescue.

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

5.A. Natural Features Analysis:

1. **Topography:** The topographic map depicts the subject property as mostly level with an elevation between 160 and 165 feet.
2. **Soils:** The soil underlying the site is *Astatula.* The available water capacity is very low, with a very rapid permeability. Depth to the water table is more than 80 inches. This soil is nearly level to moderately sloping, and excessively drained.
3. **Surface Waters:** The subject parcel has no surface water areas.
4. **Vegetative Cover:** The site contains areas that have been cleared of native vegetation.

5.B. Zoning Analysis:

1. **Current Use of Land:** The current use of the land is vacant.
2. **Current Zoning Designation:** The site has a zoning designation of AU and B-3 CU.
3. **Proposed Zoning Designation:** The proposed zoning designation is B-3.
4. **Current Population Yield:** The current zoning would not allow a dwelling unit to be constructed as it does not meet the minimum 5-acre requirement for the Agricultural Zoning District; therefore, the population yield is zero.
5. **Proposed Intensity:** The proposed zoning allows up to 0.70 FAR for office and up to 0.80 for other commercial uses.
6. **The Applicant's proposed development program:** The Applicant is proposing to use the site for commercial purposes. No residential uses are proposed.

5.C. Special Designated Areas:

1. **Environmental Protection:** The Conservation Overlay Map series of the Comprehensive Plan indicated to contain over 2 acres of Xeric Upland habitat. Pursuant to Natural Resource Element Policy 3.3. of the Comprehensive Plan. The Applicant submitted to staff an Environmental Clearance Report on March 25, 2021. The report indicates that Xeric Upland habitat does not exist on site. However, the ECR submitted to staff indicates the potential presence of gopher tortoises. A Gopher Tortoise Burrow Disturbed Site permit from Florida Fish and Wildlife Conservation Commission was submitted to staff on May 3rd, 2021.
2. **Historic Resources:** The Florida Master Site File (FMSF) indicates that there are no known historic resources on the property.
3. **Archaeological Resources:** The Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Comprehensive Plan and the FMSF indicate no known archaeological resources on the site.
4. **Floodplains (FEMA designation):** The property has a flood zone designation of X, for areas located outside the Special Flood Hazard Areas, as depicted on the Flood Insurance Rate Map Community Panel Number **12055C0126C**, effective November 18, 2015.

5. **Military Airport Zones (MAZ):** The property is located within MAZ III as designated by Section 12.12.800 of the Highlands County LDRs.
6. **Wellhead Protection Zones:** The property is not located within any of the defined protection zones as defined by Infrastructure Policy 6.6. of the Comprehensive Plan.
7. **Airport Surface Areas:** The property is not located within any of the defined surface areas as designated by Chapter 2.1 of the Highlands County Code of Ordinances.

5.D. Public Facilities and Services:

1. **Potable Water:** The property will be served by an on-site potable water (well) system.
2. **Central Wastewater:** The property will be served by an on-site wastewater treatment system.
3. **Solid Waste:** The property will be serviced by a county-approved refuse collection company.
4. **Vehicular Access and Traffic Circulation:** The site has direct access onto CR 17A N and E Winthrop Street.
5. **Railroad Access:** There is no railroad access to the property.
6. **Recreation:** The proposed development will not require the need for recreation.
7. **Drainage:** The Applicant will be required to comply with Section 12.13.104.F. of the Highlands County LDRs and the applicable water management district regulations.

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

5.F. Schools: The permitted uses within the Commercial Future Land Use designation are commercial in nature, however, residential uses are permitted as accessory to the business. If any project development generates student impacts to the school district, school concurrency will be required.

5.G. Airports: The subject property is located approximately 2.58 miles northeast of the Avon Park Executive Airport and 12.6 miles northwest of the Sebring Regional Airport.

6. Mandatory Findings of Fact:

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

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

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

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

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

The Planning Division, based on the Mandatory Findings of Fact and Consistency with the Comprehensive Plan, recommends the Board of County Commissioners to approve and adopt by Resolution, P&Z 2074, amending the Official Zoning Atlas for approximately 9.21 acres from Agricultural District (AU) and Business with a Conditional Use District (B-3 CU) to Business District (B-3), referencing the mandatory findings of fact and becoming effective as provided by law.

Attachments:

Exhibit 1: Location Map
Exhibit 2: Aerial Map
Exhibit 3: Zoning Map
Exhibit 4: Proposed Zoning Map
Exhibit 5: Site Plan
Exhibit 6: Site Photographs

Exhibit 1:

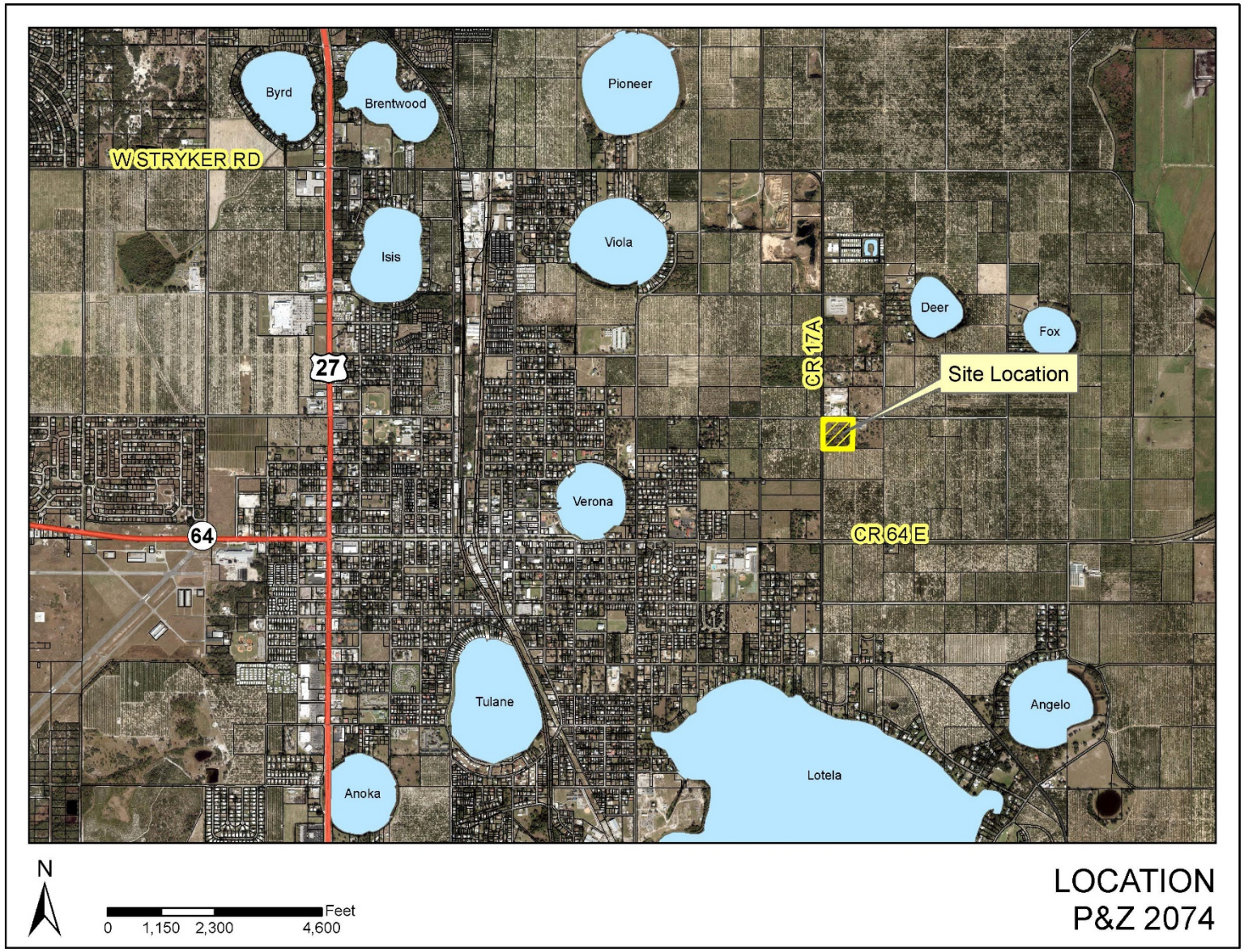

Byrd
Brentwood
Pioneer
W STRYKER RD
Isis
Viola
Deer
Fox
CR 17A
27
Site Location
Verona
64
CR 64 E
Tulane
Angelo
Lotela
Anoka
N
Feet
0
1,150
2,300
4,600
LOCATION
P&Z 2074

Exhibit 2:

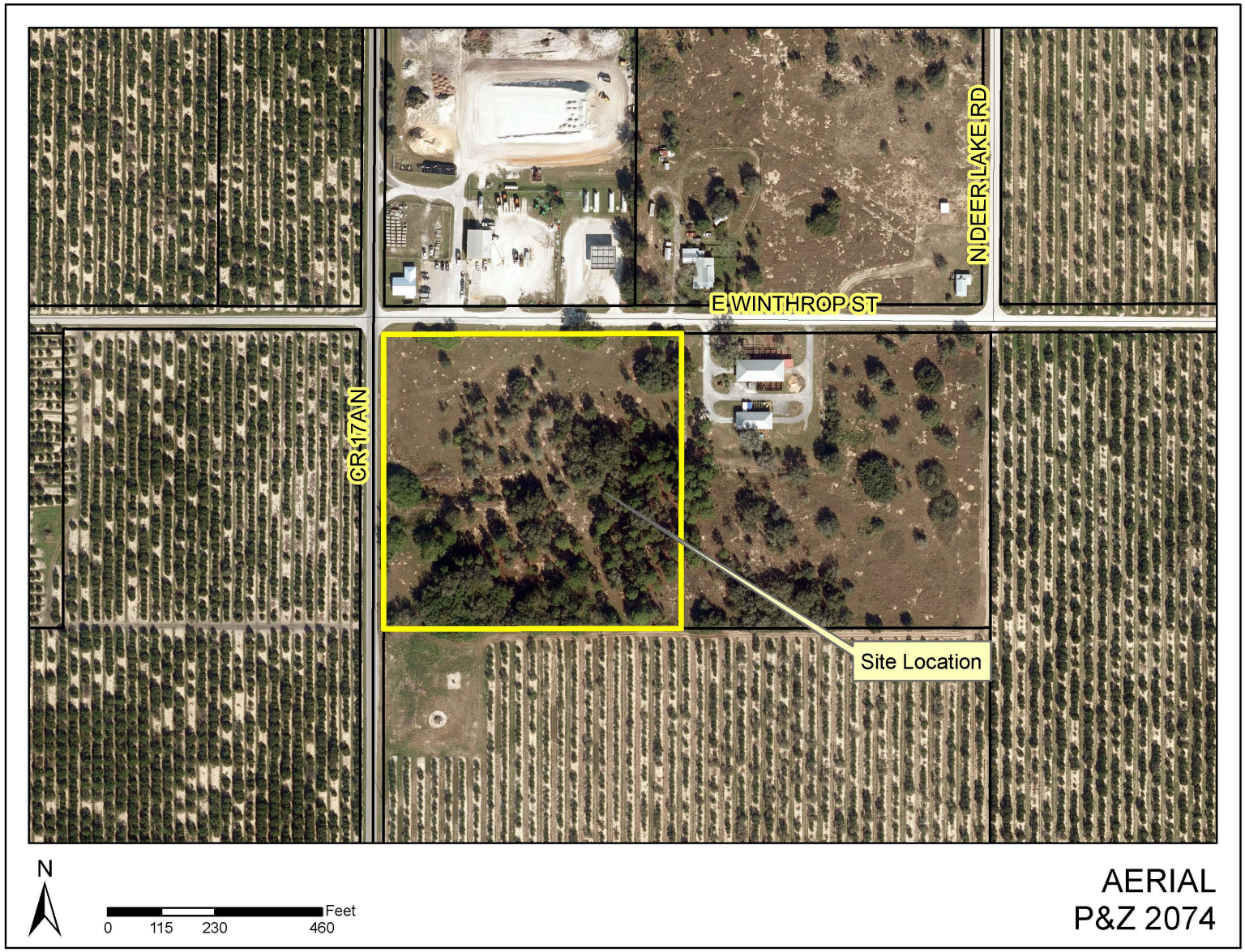

N DEER LAKE RD
E WINTHROP ST
CR 17A N
Site Location
N
0
115
230
460
Feet
AERIAL
P&Z 2074

Exhibit 3:

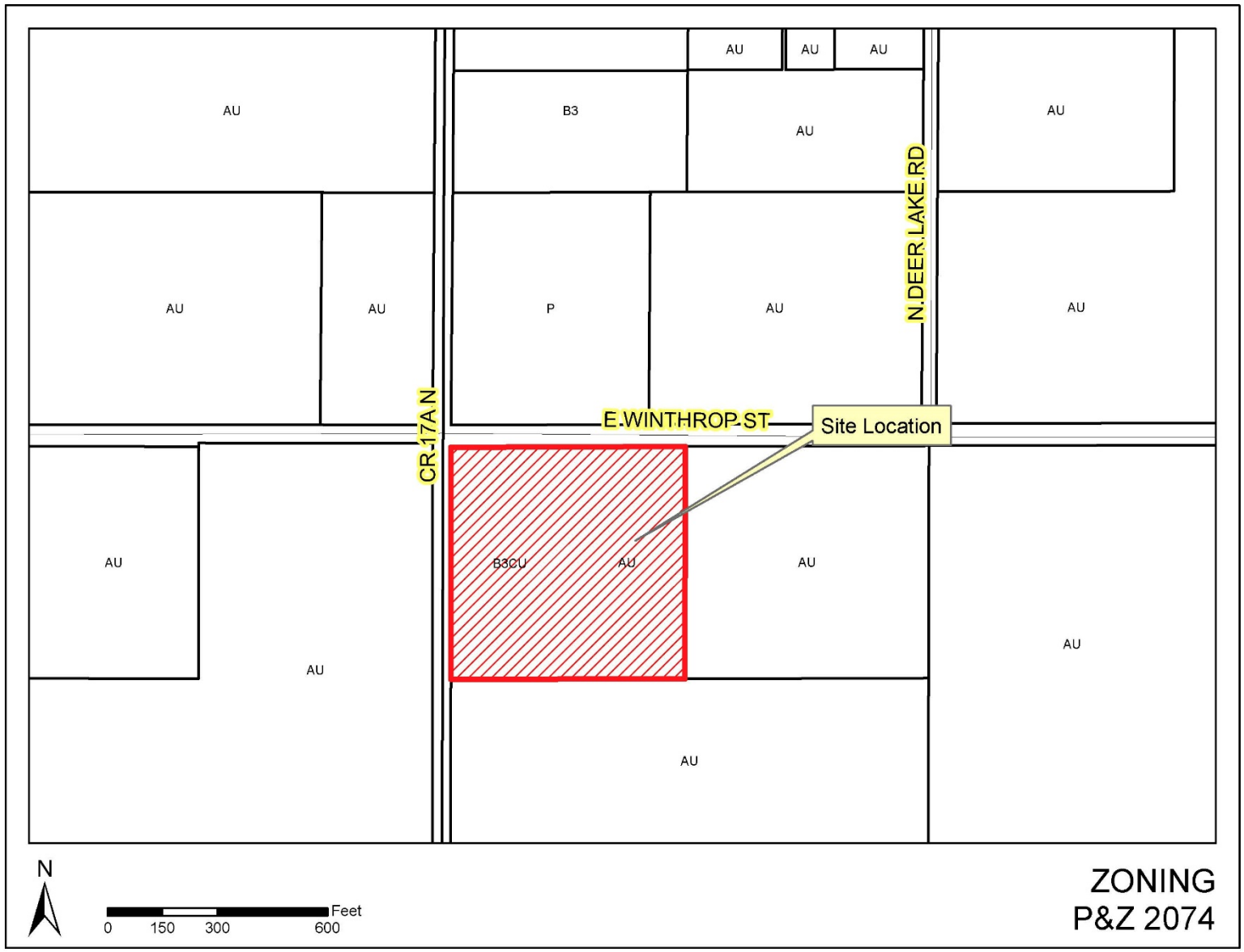

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AU
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E.WINTHROP.ST
Site Location
CR.17A N
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B3CU
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AU
AU
AU
AU
N
Feet
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600
ZONING
P&Z 2074

Exhibit 4:

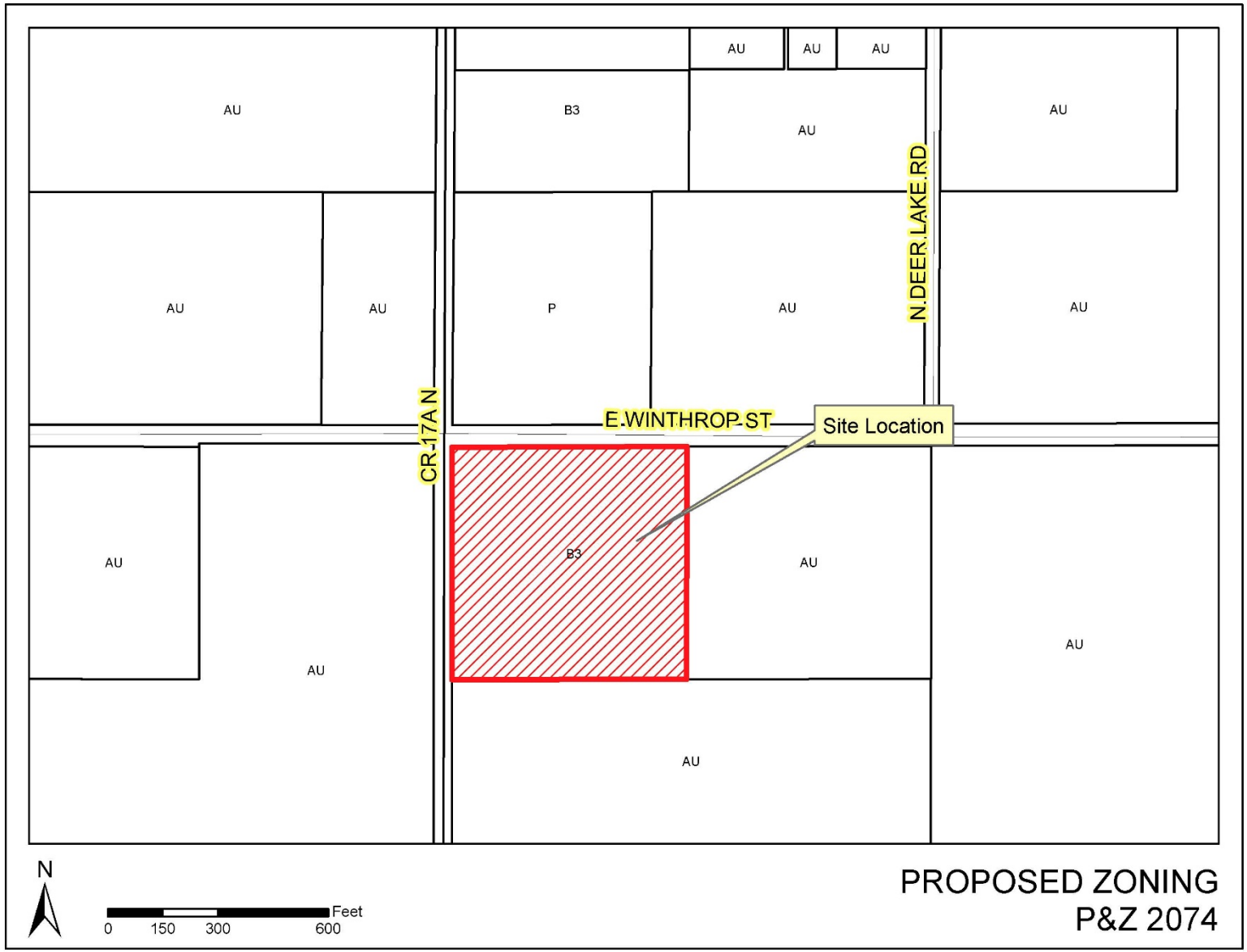

AU
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P
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N.DEER.LAKE.RD
CR.17A N
E.WINTHROP ST
Site Location
B3
AU
AU
AU
AU
AU
N
Feet
0
150
300
600
PROPOSED ZONING
P&Z 2074

Exhibit 5:

Scale 1 inch = 130 feet

D and J and Sons Harvesting
Site Plan - Pole Barn Location
Total 0.36 Acres



Exhibit 6:





Highlands County, Florida
Zoning Change Application

Zoning change from: Agricultural/Business B-3 CU
Zoning change to: B-3

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

****

SECTION I: STAFF USE ONLY:

P&Z Hearing Number: 2074 **Date of Application:** 5/3/2021
Amount of Fee: $1950 **Receipt No.:** 21020013 **Tax Map No.:** 44-D
Hearing Dates: LP: — **P&Z:** 7/13/2021 **BCC:** 8/17/2021

****

This application has been reviewed for completeness and determined sufficient:

Pamela B. J. — 5/17/2021
Zoning Supervisor **Date**

****

SECTION II: APPLICANT & PROPERTY INFORMATION:

1. **Name of Property Owner(s):** If more than one, all owners must sign the Owner's Affidavit (attached), which must accompany the application.
   Print Name: Jesus Mendoza Guerrero and Dannia Sanchez, Husband and Wife
   Mailing Address: 115 E. Wolf St., Avon Park, Fl 33825
   Telephone No.: 863-443-0618 **E-Mail Address:** dannia1975@gmail.com

2. **Name of Agent:** Complete the Agent's Affidavit (attached) from property owner, which must accompany application, giving agent authority to represent this application.
   Print Name: Pamela T. Karlson, Esq., KARLSON LAW GROUP, P.A.
   Mailing Address: 301 Dal Hall Blvd., Lake Placid, FL 33852
   Telephone No.: 863-465-5033 **E-Mail Address:** info@karlsonlaw.com

NOTARIZED AUTHORIZATION:

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

3. **Legal Description Covered by Application:** If subdivided: Lot, block, complete name of subdivision, plat book, page number, section, township and range. If metes and bounds description, complete description, including section, township and range. Lot 4, LESS road rights of way, Section 24, Township 33 South, Range 28 East, Highlands County, Florida.

4. **Strap No.(s) of Property Covered by Application:**
   STRAP #:C-24-33-28-A00-0040-0000 **STRAP #:**C-____-____-____-____-____-____-____
   STRAP #:C-____-____-____-____-____-____-____ **STRAP #:**C-____-____-____-____-____-____-____

5. **Street Address(es) of Property Covered by the Application:** 400 CR 17A N, Avon Park, FL 33825

****

SECTION III: INFORMATION ABOUT EXISTING USES:

6. **Existing Zoning District:** B3 CU/AU **Existing Land Use Classification:** C/AG
   Are the Zoning and Comprehensive Plan Consistent? ☑Consistent ☐Not Consistent

7. **Existing Property Information:** Size of Property (width) 633 feet, (depth) 638 feet, street frontage 633/638 feet, water frontage -0- feet, **Total acres** 9.21
   If different from the total acreage, the upland, or developable portion is _____ +/- acres.

8. **Are there existing structures on the property?** ☐Yes ☑No **If Yes**, what type (CBS, Frame, Stucco, Other Multiple Units, Number of Dwellings per Building), and what are they used for? _____
   If multiple units, the number of dwellings per building/number of buildings: _____

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

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

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

12. **Information on the Adjacent Properties:**

	Existing Uses	FLUM Designations	Zoning Districts
North	HCBCC - Barn	P	P
South	Grove	AG	AU
East	HC School Board - School	AG	AU
West	Grove	AG	AU

****

SECTION IV: INFORMATION ABOUT THE PROPOSED CHANGE:

13. **Reason for Proposed Change(s) (DO NOT INCLUDE SPECIFIC USES):** Highest and best use of property

14. **Proposed Number of Dwelling Units Desired or Number of Square Feet of Commercial Space (if applicable):** N/A

15. **Proposed Development Standards (if applicable):**
    A. Proposed parcel size (if increasing area with this application) N/A square feet/acre
    B. Proposed Floor Area Ratio (FAR): Gross floor area of existing building N/A divided by Parcel size _____ = FAR _____%

****

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

16. **Potable Water:** The proposed development will be served by an off-site central potable water system. ☐Yes ☑No **If Yes,** the potable water system requirements will be accommodated by the _____ water system.

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

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

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

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

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

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

17. **Wastewater Treatment:** The proposed development will be served by an off-site central wastewater treatment system. ☐Yes ☑No

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

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

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

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

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

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

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

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

Note: The required LOS for the County is premised upon the applicable water management district standards.
SFWMD:25-year/24-hour storm event (peak discharge, 25-year/36-hour)
SWFWMD:25-year/24-hour storm event (peak discharge, 25-year/24-hour)

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

19. **Solid Waste Disposal:** The proposed development will be served by the Waste Connections refuse collection company.

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

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

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

21. **Military Airport Zones (MAZ):** Is this property located in an MAZ? ☑Yes ☐No
If Yes, please indicate the area as MAZ I, MAZ II, or MAZ III MAZ III.

****

SECTION VI: ADDITIONAL ZONING AMENDMENT INFORMATION:

22. **Owner's Affidavit:** Owner's Affidavit(s) must be completed and submitted as part of **all** applications.

23. **Agent's Affidavit:** Agent's Affidavit(s), if applicable, must be completed and submitted as part of **all** applications.

24. **Map Properties within 500 Feet:** Submit a map which delineates the boundary of the proposed development site and its location on the map. Include each parcel of land within **500 feet** of the property being considered in the application.

25. **List of Property Owners:** List all current property owners within a 500-foot radius of the property being considered for a rezone, including names, mailing and site addresses, and STRAP numbers of their properties. **If** the property being considered for a rezone is an area currently zoned Agriculture, the list must contain a minimum of 6 different property owners adjacent to or in the vicinity of the rezoning being requested (Attach separate sheets to this application).

26. **Land Survey:** A copy of the survey, showing all dedications or easements within the property that is the subject of the application, prepared by a Florida registered land surveyor may be required and attached to the application.

27. **Proposed Flexible Unit Development (FUD) or Planned Development (PD) – Site Plan, Resolution, and Letter of Intent:** A site plan, a draft resolution, and a letter of intent are required which indicate uses, density, building locations, streets, site access, off-street parking, water courses or bodies, buffers, setbacks (dimensions), and environmentally sensitive areas. (See Section 12.05.291 of the Code of Ordinances for FUD requirements and Section 12.05.290 for PD requirements.)

28. **Surrounding Property Owners:** Have you discussed this rezoning request with the surrounding property owners? ☐**Yes** ☑**No**

29. **Contract to Sell:** Is this property under contract to sell contingent on the rezoning? ☐**Yes** ☑**No**

30. **Proposed Multiple Zoning Changes:** If more than one zoning change is being requested, it is necessary to show the exact areas to be covered by the different zoning designations. The legal description, along with an illustration showing the dimensions, of each different zoning designation must be included (Attach to the application if applicable).

****

END OF APPLICATION

ATTACHMENTS:

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

LEGAL DESCRIPTION

Lot 4, LESS road rights of way, Section 24, Township 33 South, Range 28 East, Highlands County, Florida.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 17, 2021

PRESENTER: **Sandra S. Vázquez, Planner I**

SUBJECT/TITLE: **Public hearing to consider adoption of Small Scale Comprehensive Plan Future Land Use Amendment CPA-21-589SS, for an approximate 4.44-acre parcel, from Agriculture (AG) to Industrial (I).**

STATEMENT OF ISSUE

The Applicant is requesting a small-scale comprehensive plan amendment for an approximate 4.44-acre parcel, from AG to I. The parcel is vacant of structures and native vegetation. The Applicant is proposing to utilize the property for future industrial development.

There is a companion request for a zoning change from Agricultural District (AU) to Industrial (I-2), P&Z 2081.

The Planning and Zoning Commission recommended approval of CPA-21-589SS as presented.

Before the proposed small-scale comprehensive plan amendment can be approved by the Highlands County Board of County Commissioners and transmitted to the Florida Department of Economic Opportunity, a Property Rights Element must be adopted and included in the Highlands County Comprehensive Plan as required by House Bill 59. Staff is requesting to table the above hearing until such adoption is completed.

RECOMMENDED ACTION

Move to table this hearing to January 18, 2022, at 9:00 A.M., or as soon thereafter as possible.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Staff Report CPA-21-589SS for C Elton Crews.pdf
Application CPA-21-589SS for C Elton Crews.pdf

HIGHLANDS COUNTY
PLANNING DIVISION
STAFF REPORT

Type: Small Scale Comprehensive Plan Amendment	**BCC Hearing Date:** 8/17/2021
Case Number: CPA-21-589SS	**Case Name:** C Elton Crews
Agent: Swaine, Harris & Wohl, P.A.	**Property Owners:** C Elton Crews Family Limited Partnership, LLLP
Public Hearing: BCC	**Case Staff Member:** Sandra S. Vázquez

Request: Change the Future Land Use Map (FLUM) for an approximate 4.44-acre parcel, from Agriculture (AG) to Industrial (I)

General Location: An approximate 4.44-acre parcel located approximately 0.38 miles south of the County Line, 0.12 miles south of Sunpure Road, and 0.10 miles north of N Highlands Boulevard, on the northeast side of US 27 N; the address being 2990 US 27 N, Avon Park, Florida

PARCEL ID: C-04-33-28-010-0120-0000

Staff Recommendations and Minutes:

1. **Staff Recommendation to the Board of County Commissioners (BCC) concerning the Planning and Zoning Commission (P&Z) Recommendation:** Move to approve and adopt by Ordinance, CPA-21-589SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 4.44-acre parcel, from Agriculture (AG) to Industrial (I), and transmit CPA-21-589SS to the Florida Department of Economic Opportunity for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law.

2. **Staff Recommendation to the Planning and Zoning Commission (P&Z):** Recommend to the Board of County Commissioners to approve and adopt by Ordinance, CPA-21-589SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for approximately 4.44 acres from Agriculture (AG) to Industrial (I), and transmit CPA-21-589SS to the Florida Department of Economic Opportunity for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law.

3. **Excerpt from the July 13, 2021, DRAFT P&Z Minutes and Recommendation to the BCC: "C. HEARING NUMBER CPA-21-589SS – C. ELTON CREWS FAMILY LIMITED PARTNERSHIP LLLP, C/O SWAINE & HARRIS** An approximate 4.44-acre parcel located approximately 0.38 miles south of the

County Line, 0.12 miles south of Sunpure Road, and 0.10 miles north of N Highlands Boulevard, on the northeast side of US 27 N; the address being 2990 US 27 N, Avon Park, Florida; and abbreviated legal as follows: An approximate 4.44-acre parcel located in Section 4, Township 33 South, Range 28 East, Highlands County, Florida.

The applicant is requesting a small-scale plan amendment from Agriculture (AG) to Industrial (I). Mr. Boring read the request; Mrs. Vazquez and Mr. Swaine presented the request. There were no letters received; no one spoke in favor or against the request.

Motion by Mr. Reed and seconded by Mrs. Mack to recommend to the Board of County Commissioners (BCC) to approve and adopt by Ordinance, CPA-21-589SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for approximately 4.44 acres from Agriculture (AG) to Industrial (I), and transmit CPA-21-589SS to the Florida Department of Economic Opportunity for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law.

Upon roll call, all members voted yes. **Motion carried 5-0."**

Supplemental Material/Issue Analysis Report:

1. Request: The matter for consideration is for a change to the Future Land Use Map of an approximate 4.44-acre parcel, from AG to I.

The parcel is vacant of structures and native vegetation. The Applicant is proposing to utilize the property for future industrial development.

There is a companion request for a zoning change from Agricultural District (AU) to Industrial (I-2), P&Z 2081.

2. Existing Use Analysis:

LOCATION	EXISTING USE	LAND USE CATEGORY	ZONING
Subject Property	Non-Ag Acreage (Vacant)	AG	AU
Adjacent Property to the North	Groves/Orchards	I	I-2
Adjacent Property to the South	Groves/Orchards	AG	AU

LOCATION	EXISTING USE	LAND USE CATEGORY	ZONING
Adjacent Property to the East	Groves/Orchards	I	I-2
Adjacent Property to the West	Vehicle Sale, Service and Rent/Store	C (Commercial)	B-3 (Business District)

3. Applicable References:

Planning…§163.3194(1)(a) - (b), F.S.; Highlands County 2030 Comprehensive Plan: Future Land Use Policies: 1.1, General Growth Management Strategy; Policy 1.2.D.1, Agriculture (AG) and Policy 1.2.D.10, Industrial (I).

Zoning…Highlands County Land Development Regulations (LDRs): Section 12.05.200: Agricultural District (AU) and Section 12.05.252: Industrial District (I-2).

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

Future Land Use Element

Goal: Ensure a High Quality, Diversified Living Environment through the Efficient Distribution of Compatible Land Uses, Discourage Urban Sprawl, Protect Environmentally Sensitive Lands, Reduce Greenhouse Gas Emissions, and Provide Guidance for the Location, Type, and Intensity for New Development, within the 2010 to 2030 Planning Period

Objective 1: Growth Management Strategy:

Policy 1.1, General Growth Management Strategy:

A. The Future Land Use Element shall be used as a common framework to govern land use decisions by the public sector and to guide the development activities of the private sector. The General Growth Management Strategy consists of the following:

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

2. Allow and encourage compatible infill development wherever properties are already served by public infrastructure, but not utilized at the most suitable density and/or intensity or type of land use in relation to surrounding development;

B. In general, the outward expansion of urban land uses from the municipal limits of Avon Park, Sebring, and Lake Placid shall connect to the existing and planned infrastructures and centralized services that support the communities, municipalities and many of the employment centers of Highlands County. In most instances, development decisions should recognize this as a fundamental principle of policies governing future development within Highlands County. The County will give preference to:

4. Development opportunities which provide permanent jobs and improve the County's revenue base.

Economic Development Element

Goal: Create and Support a Diverse Economy in Highlands County that is Conducive to the Prosperity of all Residents by Optimizing the Most Desirable Opportunities for Economic Expansion, Better Jobs, and Revenue Growth During the 2010-2030 Planning Period.

Objective 2: Maintain and Enhance the Economic Base and Retain and Create New Jobs:

Policy 2.11: County to Facilitate Recruitment of Adequate Industrial Sites:

A. The County shall strive to ensure there is sufficient Industrial land with proper FLU and zoning designations and adequate infrastructure for future development including industrial parks and business campuses.

5. Department Analysis and Comments of Petitioner's Proposal:

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

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

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

Natural Resources: This is old citrus believe to be protected under agricultural exemption. No comment on the zoning change. We would ask that they relocate any tortoises using a consultant.

Florida Department of Health: No objection.

5.B. The following Departments, Divisions, and Agencies offered no comment: Florida Department of Environmental Protection.

5.C. The following Departments, Divisions, and Agencies did not respond: City of Avon Park, Florida Department of Transportation, Highlands County Emergency Management, Highlands County Emergency Medical Services, and Highlands County Fire Rescue.

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

6.A. Natural Features Analysis:

1. **Topography:** The topographic map depicts the subject property as mostly level with an elevation between 130 and 135 feet.

2. **Soils:** The soil underlying the site is *Astatula.* The available water capacity is very low, with a very rapid permeability. Depth to the water table is more than 80 inches. This soil is nearly level to moderately sloping, and excessively drained.
3. **Surface Waters:** The subject parcel has no surface water areas.
4. **Vegetative Cover:** The site has been cleared of native vegetation.

6.B. Land Use Analysis:

1. **Current Use of Land:** The current use of the land is vacant. There was a citrus grove on the site that was previously cleared.
2. **Current Future Land Use Map (FLUM) Designation:** The site has a FLUM designation of Agriculture.
3. **Proposed FLUM Designation:** The proposed FLUM designation is Industrial.
4. **Current FLUM Population Yield:** The current FLUM would not allow a dwelling unit to be constructed as it does not meet the minimum 5-acre requirement for Agriculture; therefore the population yield is zero.
5. **Proposed FLUM Intensity:** The proposed FLUM allows a maximum of 1.00 FAR.
6. **The Applicant's proposed development program:** The Applicant is proposing to use the site for industrial purposes. No residential uses are proposed.

6.C. Special Designated Areas:

1. **Environmental Protection:** The Conservation Overlay Map series of the Comprehensive Plan indicates that the site contains no Selected Natural Resources. Pursuant to Natural Resource Element Policy 3.3. of the Comprehensive Plan, the Applicant **is not required** to obtain Environmental Clearance at the time of development.
2. **Historic Resources:** The Florida Master Site File (FMSF) indicates that there are no known historic resources on the property.
3. **Archaeological Resources:** The Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Comprehensive Plan and the FMSF indicate no known archaeological resources on the site.
4. **Floodplains (FEMA designation):** The property has a flood zone designation of X, for areas located outside the Special Flood Hazard Areas, as depicted on the Flood Insurance Rate Map Community Panel Number **12055C0019C**, effective November 18, 2015.
5. **Military Airport Zones (MAZ):** The property is located within MAZ III as designated by Section 12.12.800 of the Highlands County LDRs.
6. **Wellhead Protection Zones:** The property is located within the 600-foot Zone of Control, and outside of the 200-foot Zone of Exclusion of a public potable water well, as defined by Infrastructure Policy 6.6. of the Comprehensive Plan.
7. **Airport Surface Areas:** The property is not located within any of the defined surface areas as designated by Chapter 2.1 of the Highlands County Code of Ordinances.

6.D. Public Facilities and Services:

1. **Potable Water:** The property will be served by an off-site central potable water system provided by the City of Avon Park.
2. **Central Wastewater:** The property will be served by an off-site central wastewater system provided by the City of Avon Park.
3. **Solid Waste:** The property will be serviced by a county-approved refuse collection company.
4. **Vehicular Access and Traffic Circulation:** The site has direct access onto US Highway 27 N.
5. **Railroad Access:** The site is located adjacent to the CSX railroad tracks that runs along the east side of this property.
6. **Recreation:** The proposed development will not require the need for recreation.
7. **Drainage:** The Applicant will be required to comply with Section 12.13.104.F. of the Highlands County LDRs and the applicable water management district regulations.

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

6.F. **Schools:** The permitted uses within the Industrial Future Land Use designation are industrial in nature. Any project development will not generate student impacts to the school district; school concurrency **is not** required.

6.G. **Airports:** The subject property is located approximately 3.08 miles north of the Avon Park Executive Airport and 16.02 miles northwest of the Sebring Regional Airport.

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

(1) *Directs or locates economic growth and associated land development to geographic areas of the community in a manner that does not have an adverse impact on and protects natural resources and ecosystems:* The site is located in an area with other industrial and commercial uses. The site's access will be located along US Highway 27 N, thereby locating economic growth in an easily accessible area built to withstand high amounts of traffic. The proposed use will not adversely impact the natural resources or ecosystems. All required permits from appropriate agencies will need to be obtained prior to development.

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

(3) *Promotes walkable and connected communities and provides for compact development and a mix of uses at densities and intensities that will support a range of housing choices and a multimodal transportation system, including pedestrian, bicycle, and transit, if available:* The property is located adjacent to a shared bikeway path that connects to downtown

Avon Park, which in turn connects to downtown Sebring. This shared bikeway path provides walkability to employees.

(4) *Promotes conservation of water and energy:* The property is located in an existing industrial and commercial area.

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

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

(7) *Creates a balance of land uses based upon demands of the residential population for the nonresidential needs of an area:* The proposed development is in an existing industrial and commercial area, which will allow for additional industrial and commercial uses for the residential neighborhoods in the area.

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

7. Mandatory Findings of Fact:

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

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

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

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

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

The Planning Division, based on the Mandatory Findings of Fact and Consistency with the Comprehensive Plan, recommends the Board of County Commissioners to approve and adopt by Ordinance, CPA-21-589SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for approximately 4.44 acres from Agriculture (AG) to Industrial (I), and transmit CPA-21-589SS to the Florida Department of Economic Opportunity for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law.

Attachments:

Exhibit 1: Location Map
Exhibit 2: Aerial Map
Exhibit 3: Future Land Use Map
Exhibit 4: Proposed Future Land Use Map
Exhibit 5: Site Photographs

Exhibit 1:

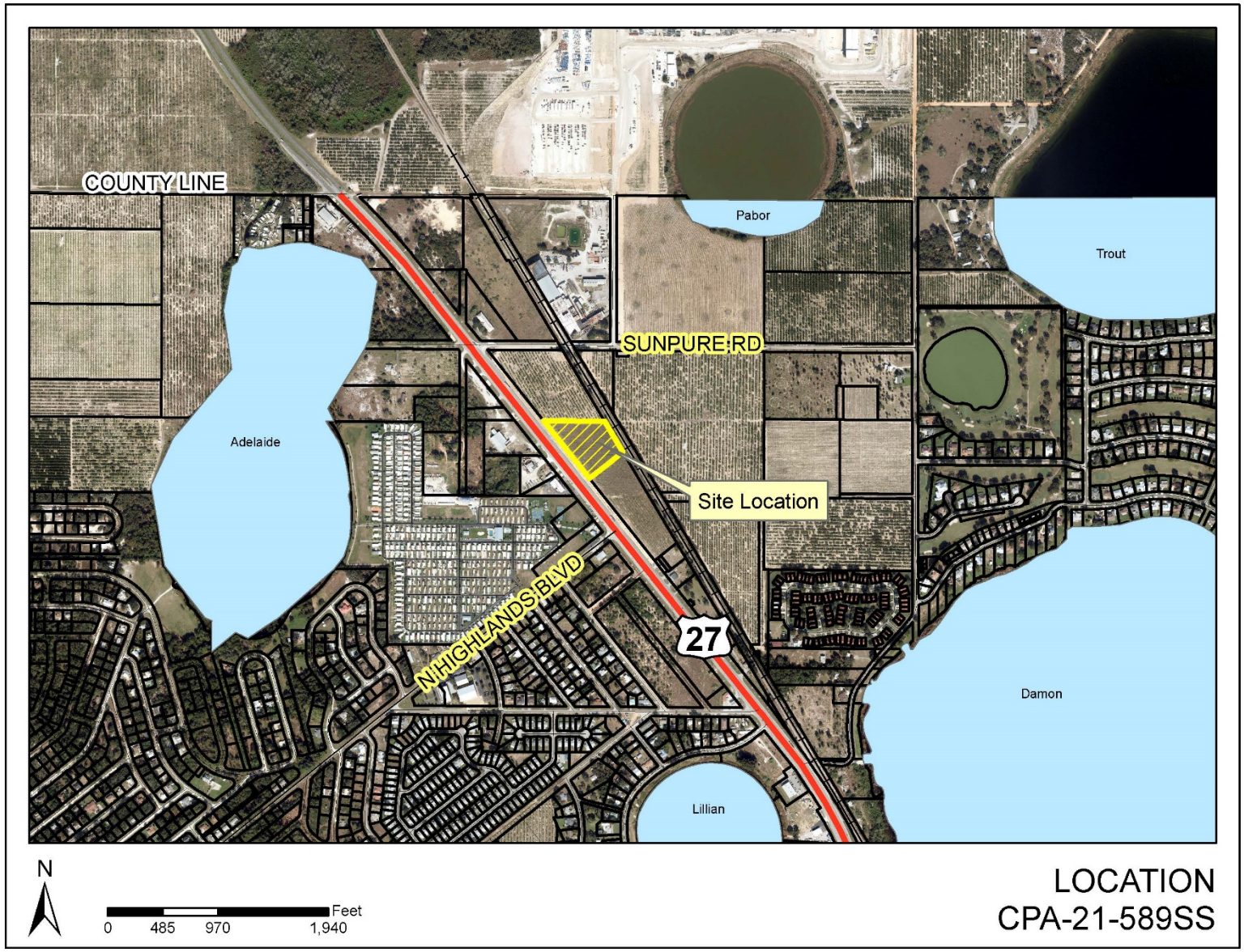

COUNTY LINE
Pabor
Trout
SUNPURE RD
Adelaide
Site Location
N HIGHLANDS BLVD
27
Damon
Lillian
N
Feet
0
485
970
1,940
LOCATION
CPA-21-589SS

Exhibit 2:

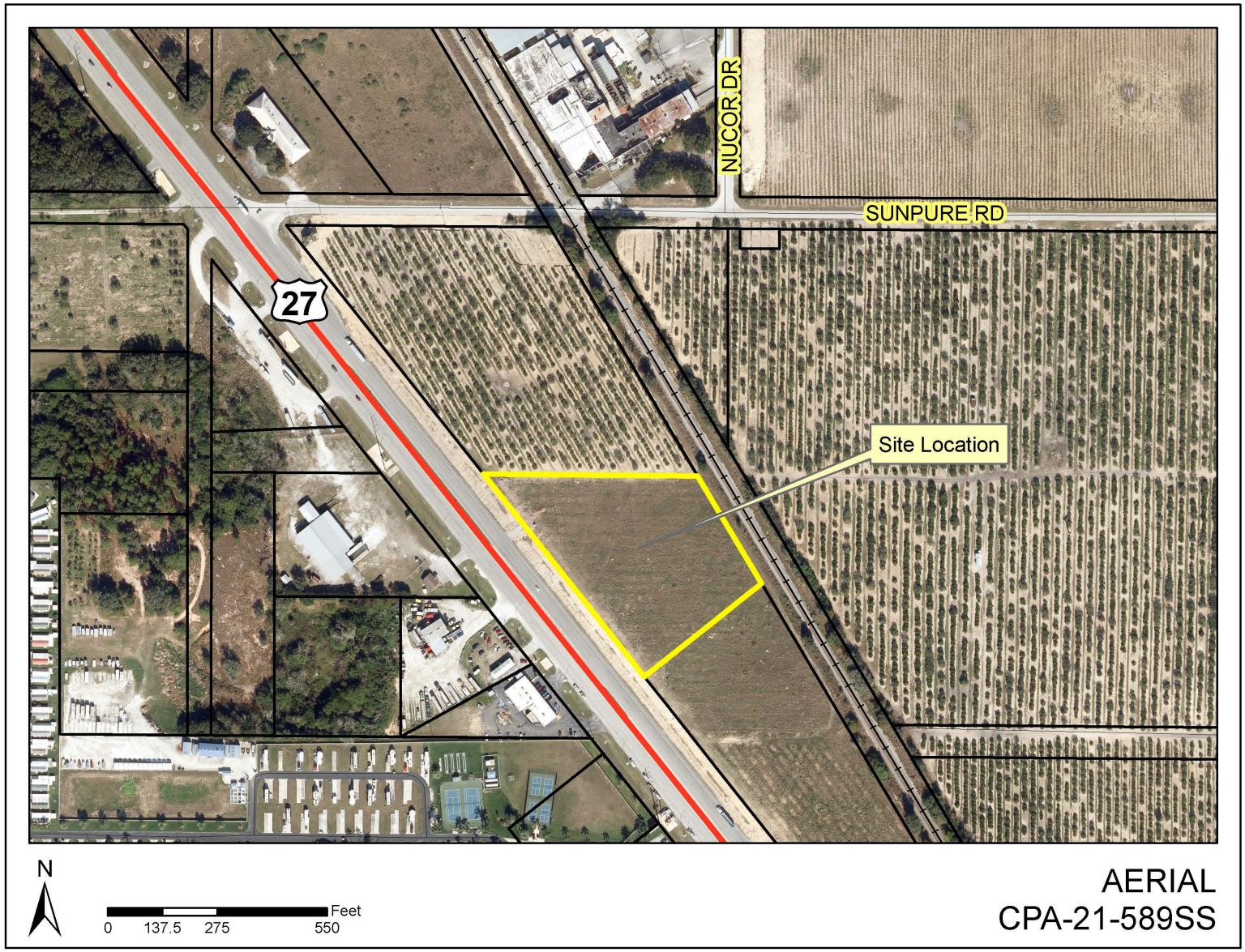

NUCOR DR
SUNPURE RD
27
Site Location
N
0
137.5
275
550
Feet
AERIAL
CPA-21-589SS

Exhibit 3:

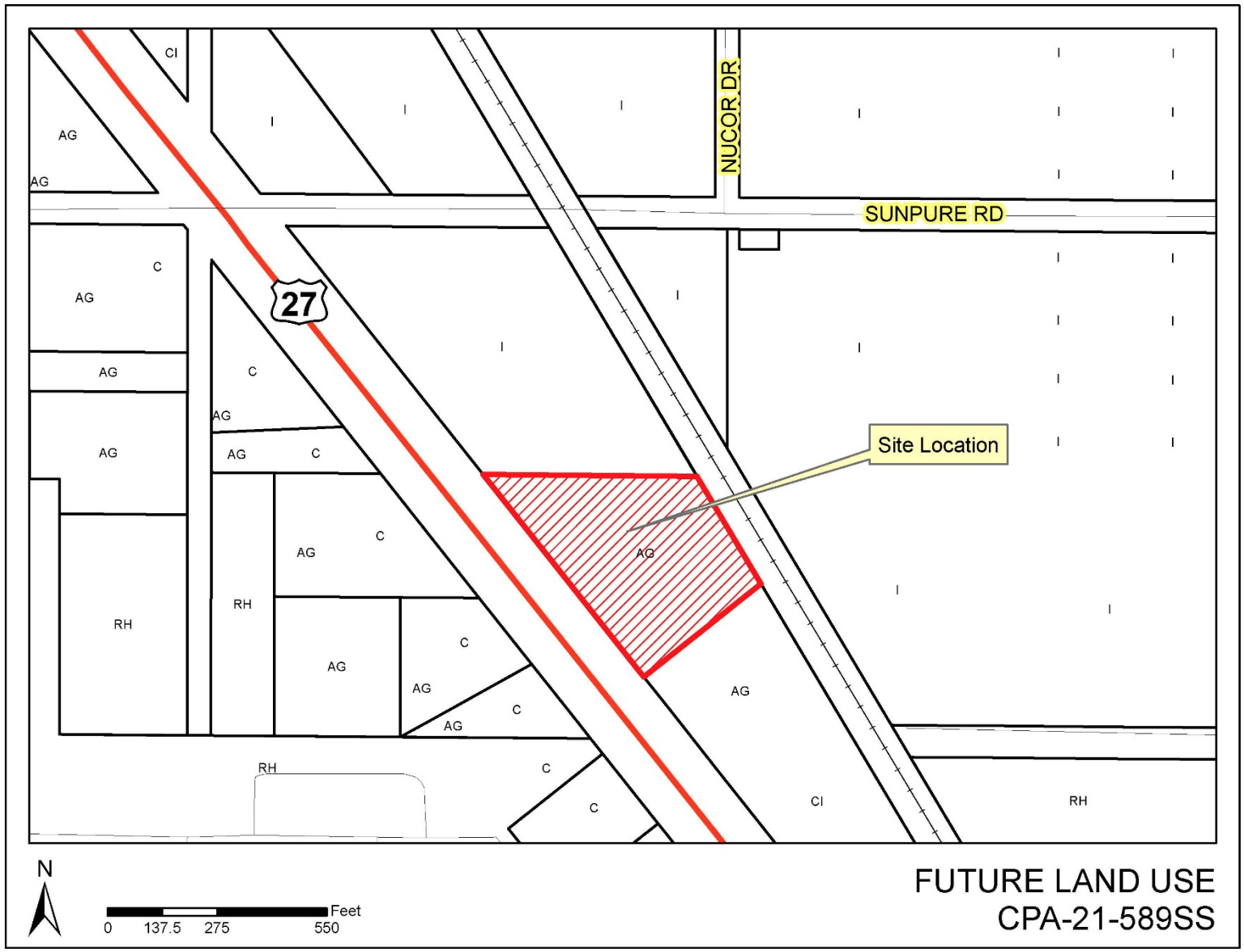

NUCOR DR
SUNPURE RD
27
Site Location
CI
AG
C
I
RH
N
0
137.5
275
550
Feet
FUTURE LAND USE
CPA-21-589SS

Exhibit 4:

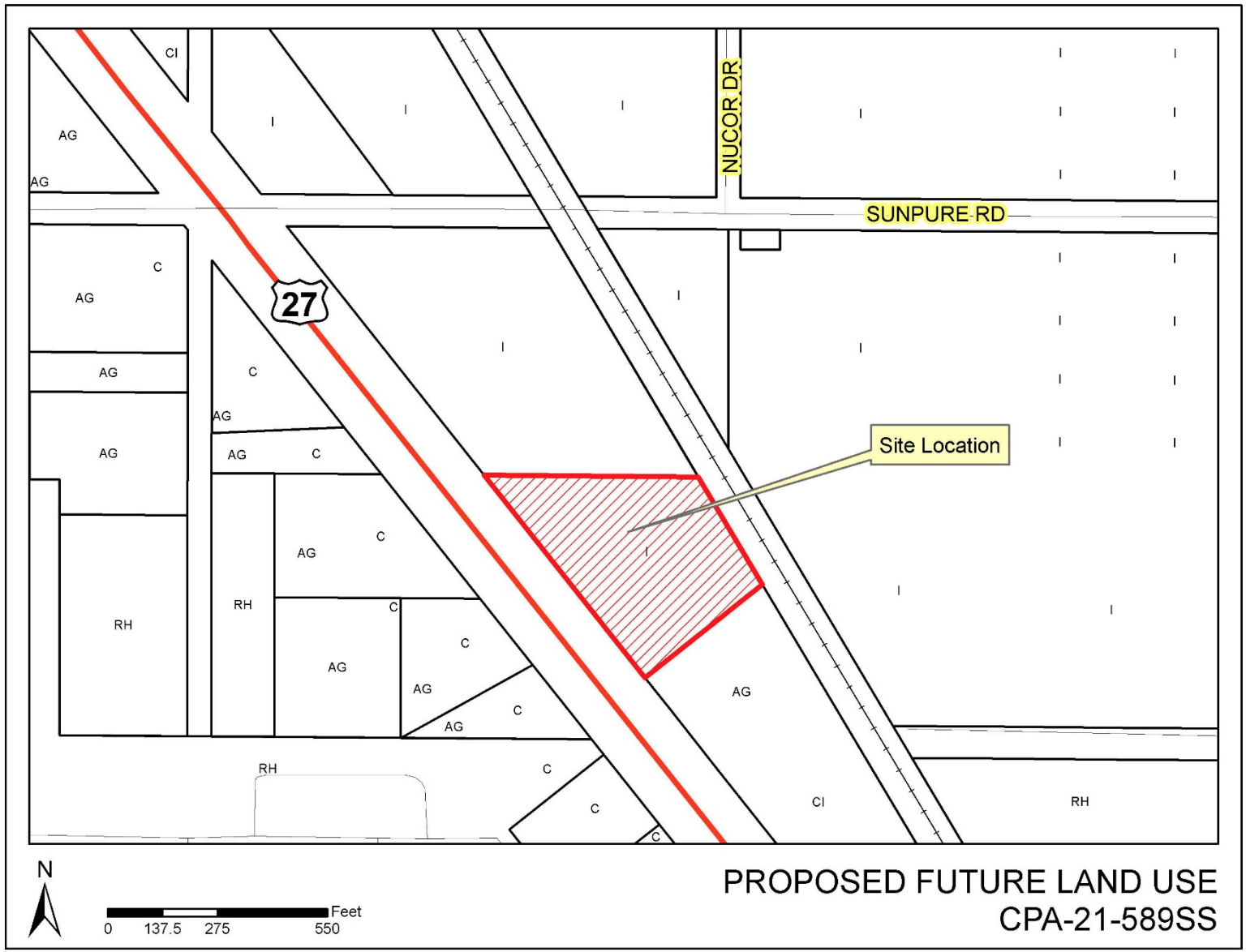

NUCOR DR
SUNPURE RD
27
Site Location
CI
AG
C
I
RH
N
0
137.5
275
550
Feet
PROPOSED FUTURE LAND USE
CPA-21-589SS

Exhibit 5:





Highlands County, Florida
Comprehensive Plan Amendment Application
(Land Use Change)

Small Scale Comprehensive Plan Map Amendment (20 acres or less):

Change from: AG

Change to: I

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

****

SECTION I: STAFF USE ONLY:

Case Number: CPA- 21 - 589 SS **Date of Application:** 5/17/2021

Amount of Fee: $ 1,500 **Receipt No.:** 21050005 **Tax Map No.:** 22B

Hearing Dates: LP / / P&Z 7 / 13 / 2021 BOCC 8 / 17 / 2021

****

This application has been reviewed for completeness and determined sufficient.

Signed: Planning & Zoning Manager — Date: 5/20/2021

****

SECTION II: APPLICANT INFORMATION:

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

   Print Name(s): C. Elton Crews Family Limited Partnership, LLLP

   Mailing Address: P.O. Box 1669, Avon Park, FL 33826

   Daytime Telephone No. (863) 453-5935 **E-Mail Address:**

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

   Print Name: Swaine, Harris & Wohl, P.A.

   Mailing Address: 425 S. Commerce Avenue, Sebring, FL 33870

   Daytime Telephone No. (863) 385-1549 **E-Mail Address:** bob@heartlandlaw.com

NOTARIZED AUTHORIZATION:

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

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

SECTION III: PLAN AMENDMENT REQUEST INFORMATION:

Please provide a brief description of the proposed plan amendment, including the reason(s) the amendment should be approved: Applicant 's land is located on U.S. Highway 27. The lands North and East are zoned I-2. Changing the land use of this property to I is more compatible to adjacent uses.

Based upon the Highlands County Comprehensive Plan, please provide the goal(s), objective(s), and/or policy number(s) that support your proposed plan amendment. (The Comprehensive Plan can be found at http://www.hcbcc.net/departments/development_services/planning/uploads/2030_Comp_Plan_2_15.pdf)

a. Goal(s) Compatible land uses and encourages clustering of industrial activities
b. Objective(s) Encourage future growth and outward expansion of urban areas
c. Policy(ies) 1.1, 1.8 and 4.1

SECTION IV: PROPERTY INFORMATION:

3. **Legal Description(s) of Property Covered by Application:** If subdivided: Lot, block, complete name of subdivision, plat book, page number, section, township and range. If metes and bounds description: complete description including section, township and range. See Exhibit "A" attached hereto

4. **Strap(s) of Property Covered by Application:**

STRAP No. C - - 04 - 33 - 28 - 010 - 0120 - 0000 ; STRAP No. C - ___ - ___ - ___ - ___ - ___ ;
STRAP No. C - ___ - ___ - ___ - ___ - ___ - ___ ; STRAP No. C - ___ - ___ - ___ - ___ - ___ ;

5. **Street Address(es) of Property Covered by the Application:** 2990 U.S. 27 North, Avon Park, FL 33825

6. **Name of Project, Subdivision, or Overall Project or part of a larger project, if applicable:** N/A

7. **Existing Zoning District:** AU **Existing Land Use Classification:** AG

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

9. **Are there existing structures on the property?** [ ] **Yes** [X] **No** **If yes,** what type? (Dwelling, Mobile Home, Accessory Structure, Commercial Building, Other)

   If multiple units, the number of dwellings per building:

10. **Existing Property Information:** Size of Property (width) 313.41 / 647.09 feet, (depth) 375.42 / 535.89 feet, road frontage 647.09 feet, water frontage 0 feet, **Total acres:** 4.44

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

11. **Is the property located within the Lake Placid Regional Plan (LPRP) area?** [ ] **Yes** [X] **No** **If yes, a separate application meeting should be arranged with the Town of Lake Placid.** Please ask the Town staff (Highlands County Planning Department) for assistance.

12. **Vesting:** Is the property vested for specific property rights? [ ] **Yes** [X] **No** **If yes,** explain:

13. Current Uses on the Adjacent Properties:

	Current Use(s)	FLUM Designation(s)	Zoning District(s)
North	Grove	I	I-2
South	Grove	AG	AU
East	Railroad/Grove	I	I-2
West of US 27	Restaurant/Auto Sales/Fruit packing plant	C	B-3

SECTION V: INFORMATION ABOUT THE PROPOSED USE:

14. Proposed Number of Dwelling Units or Square Feet of Commercial space: 0

15. Residential Density: The proposed maximum density is 0 units per acre
(See Technical Support Section II.4 of the Comprehensive Plan, located at http://www.hcbcc.net/departments/development_services/planning/uploads/2030_Comp_Plan_2_15.pdf).

16. Commercial Intensity: The proposed maximum intensity is undetermined square feet at _____ FAR (Floor Area Ratio, see Technical Support Section II.4 of the Highlands County Comprehensive Plan, located at http://www.hcbcc.net/departments/development_services/planning/uploads/2030_Comp_Plan_2_15.pdf).

17. Estimated Population Generated: The proposed projected population is determined by multiplying the proposed total number of units 0 x 2.3 (average persons per household, Year 2000 Census), equaling 0 persons in the development.

18. Commercial or Industrial: The proposed intensity is determined by multiplying the area of the property by the applicable FAR (Floor Area Ratio) for a total of undetermined square feet GFA (Gross Floor Area). Provide additional information if necessary.

19. Proposed Development Standards (if applicable): Proposed parcel size (if increasing area with this application) N/A square feet/acre.

SECTION VI: ADDITIONAL COMPREHENSIVE PLAN INFORMATION:

20. Wetlands, Xeric Uplands and/or Cutthroatgrass Seeps are ___ / are not X on the property.

Provide a copy of the Conservation Overlay Map for your property, indicating the presence of one or more of the protected habitats. If the habitat(s) is/are present and a Simplified Environmental Clearance Report (SECR) or an Environmental Clearance Report (ECR) **has been done** for the property in the last five (5) years, please submit a copy with this application. (See Comprehensive Plan NRE Policy 3.3 for requirements). If Environmental Clearance **has been granted**, attach a copy of the letter from the Planning Department granting the clearance.

*****Environmental Clearance is not required for a Future Land Use Amendment; however, it may be required at the time of development*****

The following are exempt from environmental clearance requirements:

2. The Development Services Director shall make the Environmental Clearance Determination without further review whenever a particular site is not in an area where the Conservation Overlay Map Series shows the resource categories listed above.

Other exemptions include:

a. ½ acre for residential development on legally recorded lots that existed prior to September 15, 1993.
b. Property which has been cleared of vegetation prior to May 2, 1994.
c. All development on lots legally recorded on or after September 15, 1993 with previously approved Environmental Clearance.
d. DRI or Binding Letter that is fully mitigated based on State recommendation and/or approval for protected natural resources.
e. Remodeling, reconstruction, or restoration of residential units or nonresidential units with no increase in the number of permanent dwelling units, or no increase in the square footage of nonresidential use, or no increase in the environmental impacts of the development.

f. Bona-fide agriculture (See also NRE 3.14.E).
g. Up to two (2) acres on land for development with urban zoning and urban FLUM designations.
h. Up to two (2) acres for residential development (one single family home) on legal lots with Agricultural Land Use and Agricultural zoning.

(Highlands County Comprehensive Plan, Natural Resources Element Policy 3.3 A.)

21. **Surface Water:** List all lakes, streams, rivers, and other water bodies on the property or within 1,000 feet of the boundaries of the property. NONE

22. **Flood Hazard Areas:** Are there Special Flood Hazard areas on the property? [ ] **Yes** [X] **No** **If yes,** indicate the location of the area(s) on a map provided by the Applicant (this map can be accessed at http://gis.hcbcc.org/pubmap, under the "Layers" tab), or indicate the FEMA Map No. _____

23. **Historic Properties:** Are historic resources on the property? [ ] **Yes** [X] **No** If present, indicate the location on a map, provided by the Applicant, and the current address of the historic structure.

24. **Archaeological Resources:** Are archaeological resources on the property? [ ] **Yes** [X] **No** If present, list the Florida Master Site File (FMSF) number of the archaeological site _____. Determine if the parcel lies within an area of high probability for undiscovered archaeological resources (See maps on file in the Planning Department).

25. **Military Airport Zones (MAZ):** Is this property located in an MAZ? [X] **Yes** [ ] **No**
If Yes, please indicate the area as MAZ I, II, or III III

SECTION VII: ADDITIONAL INFORMATION REQUIRED PERTAINING TO PUBLIC FACILITIES:

26. **Potable Water:** The proposed development will be served by an off-site central potable water system.
[X] **Yes** [ ] **No** **If yes**, the potable water system requirements will be accommodated by the City of Avon Park water system.

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

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

(Please see memorandum and attached letter from the City of Avon Park attached as Exhibit B)

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

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

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

(See the attached sample letter requesting this information from the service provider.) PLEASE ATTACH THE LETTER TO THIS APPLICATION. THIS APPLICATION WILL NOT BE COMPLETE WITHOUT THIS LETTER.

27. **Wastewater Treatment:** The proposed development will be served by an off-site central wastewater treatment system. [X] **Yes** [ ] **No** **If Yes**, the wastewater treatment system requirements will be accommodated by the City of Avon Park system.

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

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

(Please send memorandum attached to letter from City of Avon Park attached as Exhibit B)

a. The facility has the designed capacity for treating _____ gpcd.
b. The facility has a permitted capacity for _____ gpcd.
c. The facility has an average demand or committed capacity for _____ gpcd.
d. The facility has an excess capacity of _____ gpcd.
e. This proposed development will require approximately _____ gpcd.

Note: The required level of service (LOS) for wastewater treatment for Highlands County is:

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

(*See the attached sample letter requesting this information from the service provider*). PLEASE ATTACH THE LETTER TO THIS APPLICATION. THIS APPLICATION WILL NOT BE COMPLETE WITHOUT THIS LETTER.

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

Note: The required level of service (LOS) for the County is premised upon the applicable water management district standards*.

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

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

29. **Solid Waste Disposal:** The proposed development will be served by the Waste Connections of Florida refuse collection company.

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

30. **Recreation and Open Space:** The recreation and open space LOS adopted by Highlands County will be met at the time of development which will include, in part, the following facilities, if any:

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

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

PLEASE ATTACH THE LETTER TO THIS APPLICATION. THIS APPLICATION WILL NOT BE COMPLETE WITHOUT THIS LETTER.

Note: The Level of Service (LOS) for schools is defined as school enrollment as a percentage of school student capacity based upon the Florida Inventory of School Houses (FISH). The LOS standard is the maximum level of school utilization that will be permitted in the Highlands County School District as 100% of permanent FISH capacity.

END OF APPLICATION

ATTACHMENTS:

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

EXHIBIT "A"

LEGAL DESCRIPTION

All that part of Lots 3, 4 and 5, Block 32, lying East of the right of way of State Road No. 8, and being part of the East Half of the Northwest Quarter of Section 4, Township 33 South, Range 28 East, LESS right of way of Seaboard Coast Line Railroad;

AND

All that part of Lots 2 and 3, Block 23, lying West of right of way of Seaboard Air Line Railway, and being a part of the Northeast Quarter Section 4, Township 33 South, Range 28 East;

All being in and part of PABOR LAKE COLONY LANDS, according to the Plat thereof recorded in Plat Book 2, Page 89, of the Public Records of DeSoto (now Highlands) County, Florida.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 17, 2021

PRESENTER: **Sandra S. Vázquez, Planner I**

SUBJECT/TITLE: **Public hearing to consider adoption of P&Z Hearing No. 2081, changing the Official Zoning Atlas for an approximate 4.44-acre parcel, from Agricultural District (AU) to Industrial District (I-2).**

STATEMENT OF ISSUE

The Applicant is requesting to change the Official Zoning Atlas for a 4.44-acre parcel, from AU to I-2. The parcel is vacant of structures and native vegetation. The Applicant is proposing to utilize the property for future industrial development.

There is a companion request for a small scale comprehensive plan amendment from Agriculture (AG) to Industrial (I), CPA-21-589SS.

The Planning and Zoning Commission recommended approval of P&Z Hearing No. 2081 as presented.

Before the proposed zoning change can be approved by the Highlands County Board of County Commissioners, a Property Rights Element must be adopted and included in the Highlands County Comprehensive Plan as required by House Bill 59. Staff is requesting to table the above hearing until such adoption is completed.

RECOMMENDED ACTION

Move to table this hearing to January 18, 2022, at 9:00 A.M., or as soon thereafter as possible.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Staff Report P&Z 2081 for C Elton Crews.pdf
Application P&Z 2081 for C Elton Crews.pdf

HIGHLANDS COUNTY
PLANNING DIVISION
STAFF REPORT

Type: Rezone	**BCC Hearing Date:** 8/17/2021
Case Number: P&Z 2081	**Case Name:** C Elton Crews
Agent: Swaine, Harris & Wohl, P.A.	**Property Owners:** C Elton Crews Family Limited Partnership, LLLP
Public Hearing: BCC	**Case Staff Member:** Sandra S. Vázquez

Request: Rezone an approximate 4.44-acre parcel, from Agricultural District (AU) to Industrial District (I-2)

General Location: An approximate 4.44-acre parcel located approximately 0.38 miles south of the County Line, 0.12 miles south of Sunpure Road, and 0.10 miles north of N Highlands Boulevard, on the northeast side of US 27 N; the address being 2990 US 27 N, Avon Park, Florida

PARCEL ID: C-04-33-28-010-0120-0000

Staff Recommendations and Minutes:

1. **Staff Recommendation to the Board of County Commissioners (BCC) concerning the Planning and Zoning Commission (P&Z) Recommendation:** Move to approve and adopt by Resolution, P&Z 2081, changing the Official Zoning Atlas for approximately 4.44 acres from Agricultural District (AU) to Industrial District (I-2), referencing the mandatory findings of fact and becoming effective as provided by law.

2. **Staff Recommendation to the Planning and Zoning Commission (P&Z):** Recommend to the Board of County Commissioners to approve and adopt by Resolution, P&Z 2081, changing the Official Zoning Atlas for approximately 4.44 acres from Agricultural District (AU) to Industrial District (I-2), referencing the mandatory findings of fact and becoming effective as provided by law.

3. **Excerpt from the July 13, 2021, DRAFT P&Z Minutes and Recommendation to the BCC: "D. HEARING NUMBER P&Z 2081 – C. ELTON CREWS FAMILY LIMITED PARTNERSHIP LLLP, C/O SWAINE & HARRIS** An approximate 4.44-acre parcel located approximately 0.38 miles south of the County Line, 0.12 miles south of Sunpure Road, and 0.10 miles north of N Highlands Boulevard, on the northeast side of US 27 N; the address being 2990 US 27 N, Avon Park, Florida;

and abbreviated legal as follows: An approximate 4.44-acre parcel located in Section 4, Township 33 South, Range 28 East, Highlands County, Florida.

The Applicant is requesting a zoning change from Agricultural District (AU) to Industrial District (I-2). Mr. Boring read the request; Mrs. Vazquez and Mr. Swaine presented the request. There were no letters received; no one spoke in favor or against the request.

Motion by Mr. Reed and seconded by Mrs. Mack to recommend to the Board of County Commissioners (BCC) to approve and adopt by Resolution, P&Z 2081, changing the Official Zoning Atlas for approximately 4.44 acres from Agricultural District (AU) to Industrial District (I-2), referencing the mandatory findings of fact and becoming effective as provided by law.

Upon roll call, all members voted yes. **Motion carried 5-0**."

Supplemental Material/Issue Analysis Report:

1. Request: The matter for consideration is for a change to the Official Zoning Atlas of an approximate 4.44-acre parcel, from AU to I-2.

The parcel is vacant of structures and native vegetation. The Applicant is proposing to utilize the property for future industrial development.

There is a companion request for a Future Land Use Map Amendment from Agriculture (AG) to Industrial (I), CPA-21-589SS.

2. Existing Use Analysis:

LOCATION	EXISTING USE	LAND USE CATEGORY	ZONING
Subject Property	Non-Ag Acreage (Vacant)	AG	AU
Adjacent Property to the North	Groves/Orchards	I	I-2
Adjacent Property to the South	Groves/Orchards	AG	AU
Adjacent Property to the East	Groves/Orchards	I	I-2
Adjacent Property to the West	Vehicle Sale, Service and Rent/Store	C (Commercial)	B-3 (Business District)

3. Applicable References:

Planning…§163.3194(1)(a) - (b), F.S.; Highlands County 2030 Comprehensive Plan: Future Land Use Policies: 1.1, General Growth Management Strategy; Policy 1.2.D.1, Agriculture (AG) and Policy 1.2.D.10, Industrial (I).

Zoning…Highlands County Land Development Regulations (LDRs): Section 12.05.200: Agricultural District (AU) and Section 12.05.252: Industrial District (I-2).

4. Department Analysis and Comments of Petitioner's Proposal:

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

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

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

Natural Resources: This is old citrus believe to be protected under agricultural exemption. No comment on the zoning change. We would ask that they relocate any tortoises using a consultant.

Florida Department of Health: No objection.

4.B. The following Departments, Divisions, and Agencies offered no comment: Florida Department of Environmental Protection.

4.C. The following Departments, Divisions, and Agencies did not respond: City of Sebring, Florida Department of Transportation, Highlands County Emergency Management, Highlands County Emergency Medical Services, and Highlands County Fire Rescue.

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

5.A. Natural Features Analysis:

1. **Topography:** The topographic map depicts the subject property as mostly level with an elevation between 130 and 135 feet.
2. **Soils:** The soil underlying the site is *Astatula.* The available water capacity is very low, with a very rapid permeability. Depth to the water table is more than 80 inches. This soil is nearly level to moderately sloping, and excessively drained.
3. **Surface Waters:** The subject parcel has no surface water areas.
4. **Vegetative Cover:** The site has been cleared of native vegetation.

5.B. Zoning Analysis:

1. **Current Use of Land:** The current use of the land is vacant. There was a citrus grove on the site that was previously cleared.
2. **Current Zoning Designation:** The site has a zoning designation of AU.
3. **Proposed Zoning Designation:** The proposed zoning designation is I-2.
4. **Current Population Yield:** The current zoning would not allow a dwelling unit to be constructed as it does not meet the minimum 5-acre requirement for the Agricultural Zoning District; therefore, the population yield is zero.
5. **Proposed FLUM Intensity:** The proposed zoning allows a maximum of 1.00 FAR.
6. **The Applicant's proposed development program:** The Applicant is proposing to use the site for industrial purposes. No residential uses are proposed.

5.C. Special Designated Areas:

1. **Environmental Protection:** The Conservation Overlay Map series of the Comprehensive Plan indicates that the site contains no Selected Natural Resources. Pursuant to Natural Resource Element Policy 3.3. of the Comprehensive Plan, the Applicant **is not required** to obtain Environmental Clearance at the time of development.
2. **Historic Resources:** The Florida Master Site File (FMSF) indicates that there are no known historic resources on the property.
3. **Archaeological Resources:** The Archaeologically Sensitive Areas Map of the Conservation Overlay Map series of the Comprehensive Plan and the FMSF indicate no known archaeological resources on the site.
4. **Floodplains (FEMA designation):** The property has a flood zone designation of X, for areas located outside the Special Flood Hazard Areas, as depicted on the Flood Insurance Rate Map Community Panel Number **12055C0019C**, effective November 18, 2015.
5. **Military Airport Zones (MAZ):** The property is located within MAZ III as designated by Section 12.12.800 of the Highlands County LDRs.
6. **Wellhead Protection Zones:** The property is located within the 600-foot Zone of Control, and outside of the 200-foot Zone of Exclusion of a public potable water well, as defined by Infrastructure Policy 6.6. of the Comprehensive Plan.
7. **Airport Surface Areas:** The property is not located within any of the defined surface areas as designated by Chapter 2.1 of the Highlands County Code of Ordinances.

5.D. Public Facilities and Services:

1. **Potable Water:** The property will be served by an off-site central potable water system provided by the City of Avon Park.
2. **Central Wastewater:** The property will be served by an off-site central wastewater system provided by the City of Avon Park.
3. **Solid Waste:** The property will be serviced by a county-approved refuse collection company.
4. **Vehicular Access and Traffic Circulation:** The site has direct access onto US Highway 27 N.

5. **Railroad Access:** The site is located adjacent to the CSX railroad track that runs along the east side of this property.
6. **Recreation:** The proposed development will not require the need for recreation.
7. **Drainage:** The Applicant will be required to comply with Section 12.13.104.F. of the Highlands County LDRs and the applicable water management district regulations.

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

5.F. **Schools:** The permitted uses within the Industrial Future Land Use designation are industrial in nature. Any project development will not generate student impacts to the school district; school concurrency **is not** required.

5.G. **Airports:** The subject property is located approximately 3.08 miles north of the Avon Park Executive Airport and 16.02 miles northwest of the Sebring Regional Airport.

6. **Mandatory Findings of Fact:**

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

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

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

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

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

The Planning Division, based on the Mandatory Findings of Fact and Consistency with the Comprehensive Plan, recommends the Board of County Commissioners approve and adopt by Resolution, P&Z 2081, changing the Official Zoning Atlas for approximately 4.44 acres from Agricultural District (AU) to Industrial District (I-2),

referencing the mandatory findings of fact and becoming effective as provided by law.

Attachments:

Exhibit 1: Location Map
Exhibit 2: Aerial Map
Exhibit 3: Zoning Map
Exhibit 4: Proposed Zoning Map
Exhibit 5: Site Photographs

Exhibit 1:

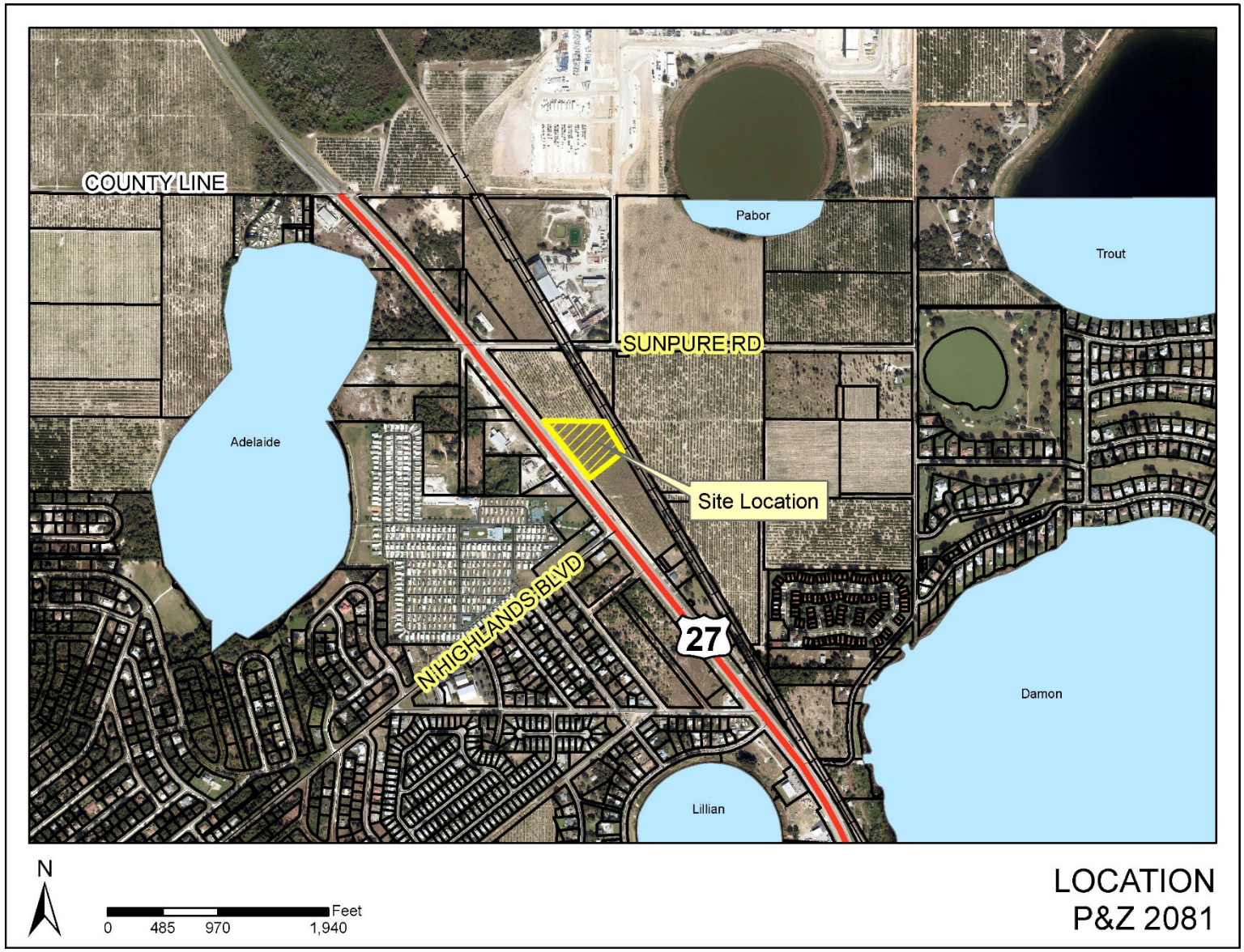

COUNTY LINE
Pabor
Trout
SUNPURE RD
Adelaide
Site Location
N HIGHLANDS BLVD
27
Damon
Lillian
N
Feet
0
485
970
1,940
LOCATION
P&Z 2081

Exhibit 2:

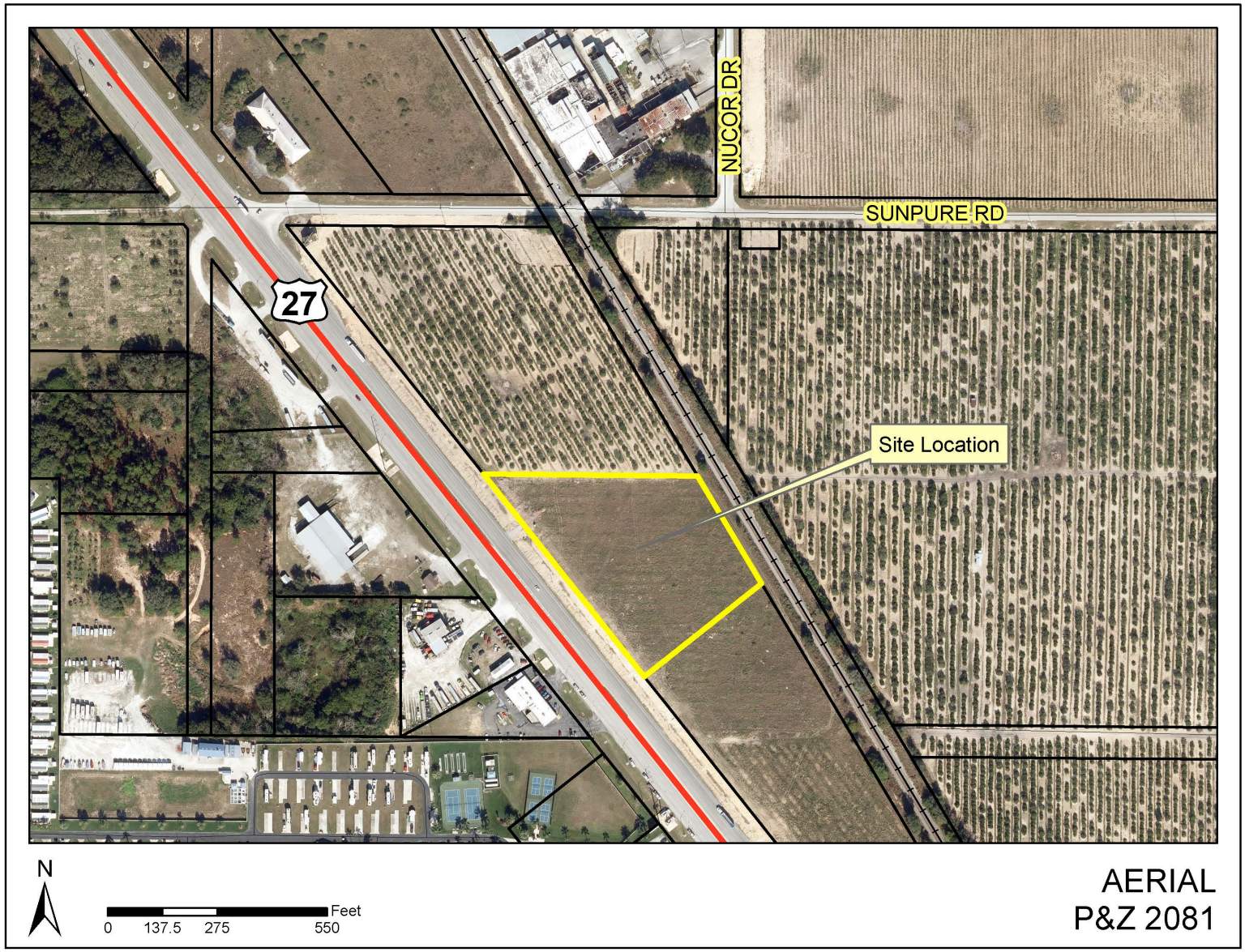

NUCOR DR
SUNPURE RD
27
Site Location
N
0
137.5
275
550
Feet
AERIAL
P&Z 2081

Exhibit 3:

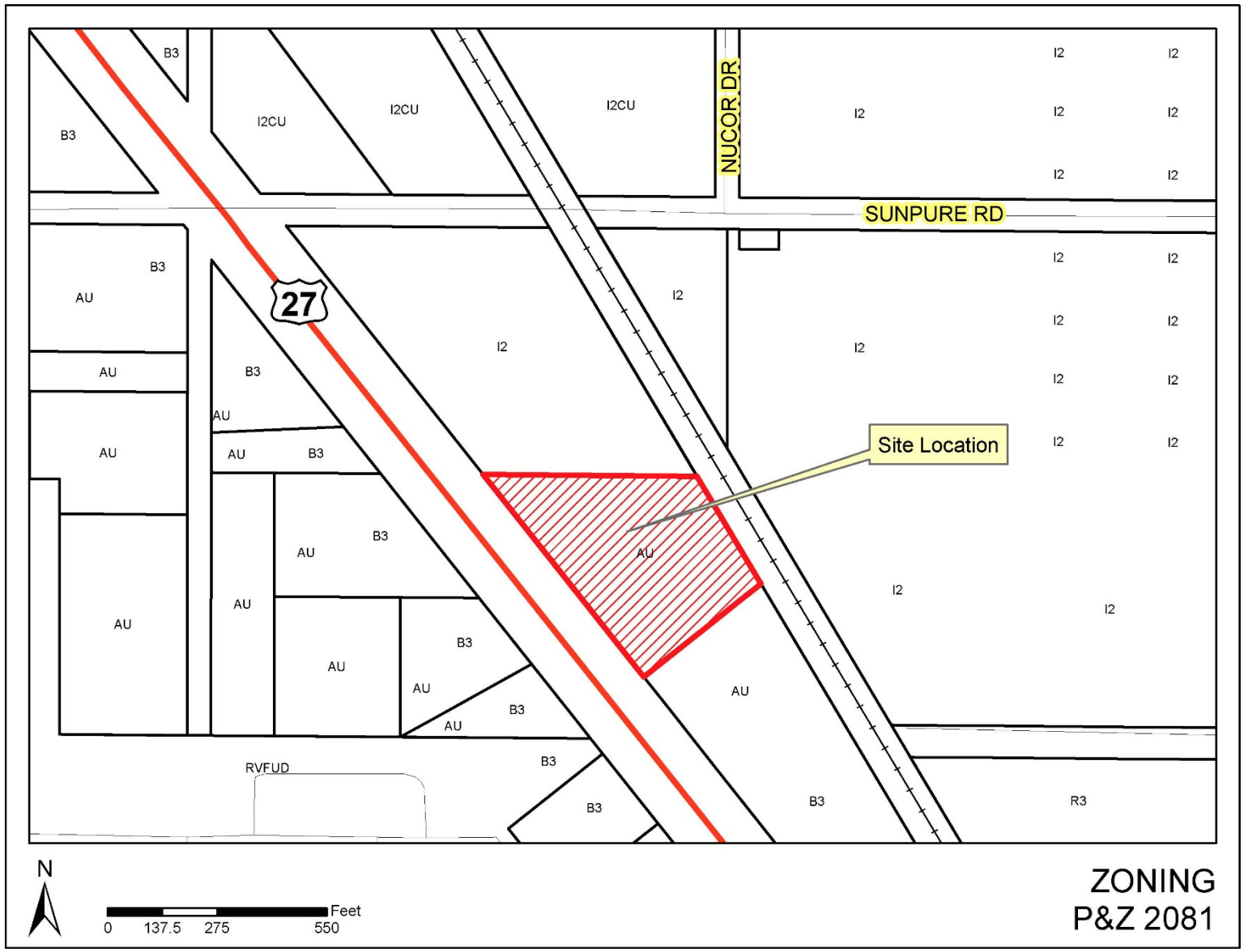

B3
I2CU
I2CU
I2CU
NUCOR DR
I2
SUNPURE RD
AU
27
Site Location
RVFUD
R3
N
0
137.5
275
550
Feet
ZONING
P&Z 2081

Exhibit 4:

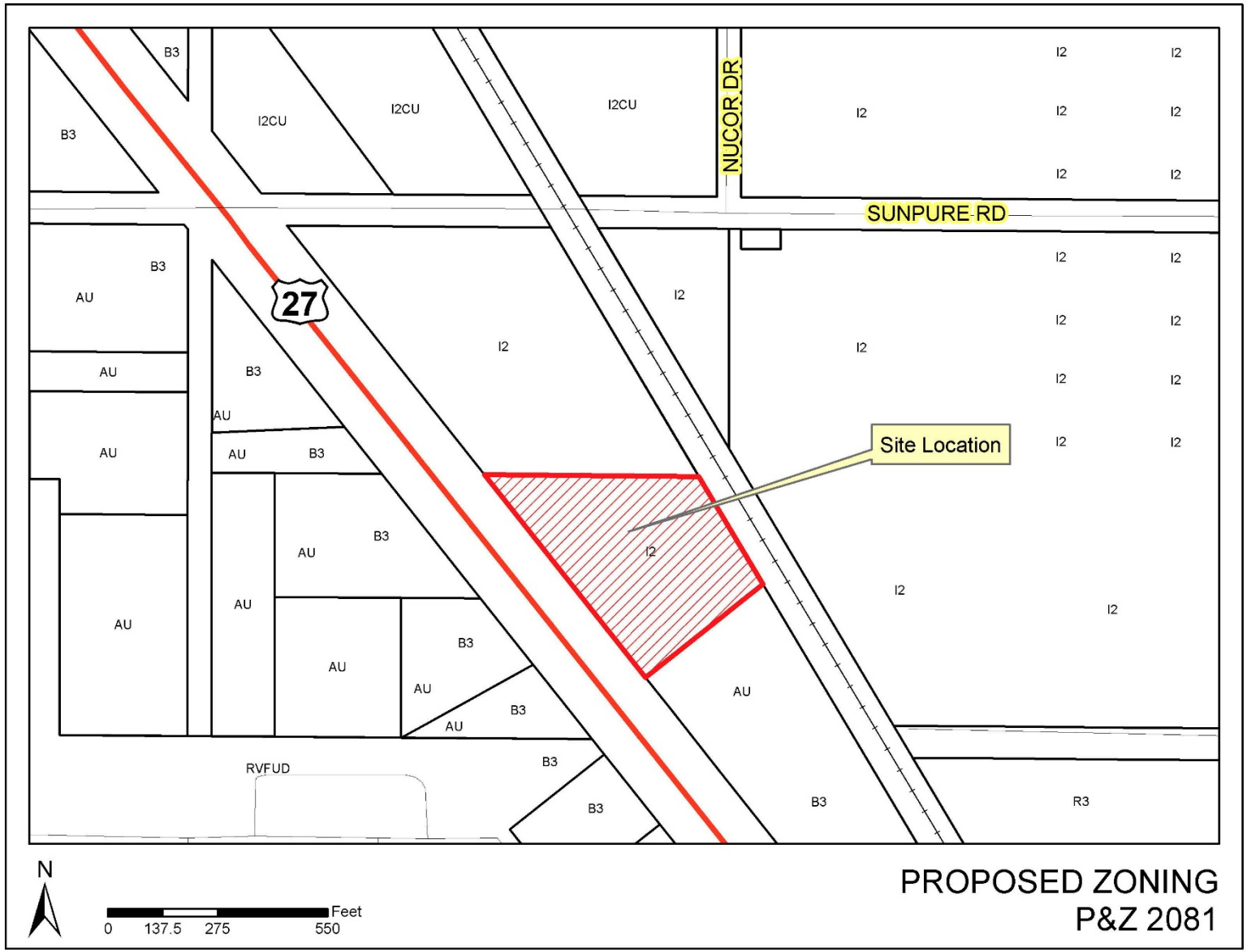

B3
I2CU
I2CU
I2CU
NUCOR DR
I2
SUNPURE RD
AU
27
Site Location
RVFUD
R3
N
0
137.5
275
550
Feet
PROPOSED ZONING
P&Z 2081

Exhibit 5:





Highlands County, Florida
Zoning Change Application

Zoning Map Atlas amendment (Code of Ordinances Chapter 12):

Zoning change from: AU

Zoning change to: I-2

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

****

SECTION I: STAFF USE ONLY:

P&Z Hearing Number: 2081 **Date of Application:** 5/17/2021

Amount of Fee: $ 1,950.00 **Receipt No.:** 21050004 **Tax Map No.:** 22B

Hearing Dates: **LP** / / **P&Z** 7 / 13 / 2021 **BOCC** 8 / 17 / 2021

****

This application has been reviewed for completeness and determined sufficient.

Rachel Bury 5/28/2021

Signed: Zoning Supervisor **Date**

****

SECTION II: APPLICANT & PROPERTY INFORMATION:

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

   Print Name: C. Elton Crews Family Limited Partnership, LLLP

   Mailing Address: P.O. Box 1669, Avon Park, FL 33826

   Daytime Telephone No. (863) 453-5935 **E-Mail Address:**

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

   Print Name: Swaine, Harris & Wohl, P.A.

   Mailing Address: 425 S. Commerce Avenue, Sebring, FL 33870

   Daytime Telephone No. (863) 385-1549 **E-Mail Address:** bob@heartlandlaw.com

NOTARIZED AUTHORIZATION:

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

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

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

STRAP No. C - 04 - 33 - 28 - 010 - 0120 - 0000 ; STRAP No. C - ___ - ___ - ___ - ___ - _____ - _____;

STRAP No. C - ___ - ___ - ___ - ___ - _____ - _____; STRAP No. C - ___ - ___ - ___ - ___ - _____ - _____;

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

2990 U.S. 27 North, Avon Park, FL 33825

****

SECTION III: INFORMATION ABOUT EXISTING USES:

6. **Name of Project, Subdivision, or Overall Project** or part of a larger project if applicable: N/A

7. **Existing Zoning District**: AU **Existing Land Use Designation**: AG

8. **Existing Property Information:** Size of Property (width) 313.41 / 647.09 feet, (depth) 375.42 / 535.89 feet, road frontage 647.09 feet, water frontage 0 feet, **Total acres:** 4.44

If different from the total acreage, the developable portion is n/a +/- acres.

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

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

If multiple units, the number of dwellings per building/number of buildings: _____

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

12. **Vesting:** Is the property vested for specific property rights? [ ] **Yes** [X] **No** **If yes,** explain: _____

13. **Has a public hearing been held on this property within the last 6 months?** [ ] **Yes** [X] **No**

14. **Information on the Adjacent Properties:**

	Current Use of Property	FLUM Designations	Zoning Districts
North	Grove	I	I-2
South	Grove	AG	AU
East	Railroad/Grove	I	I-2
West	Restaurant/Auto Sales/Fruit packing plant	C	B-3

****

SECTION IV: INFORMATION ABOUT THE PROPOSED CHANGE:

15. **Reason for Proposed Change(s) (DO NOT INCLUDE SPECIFIC USES):** Applicant 's land is located on U.S. Highway 27. The lands North and East are zoned I-2. Changing the zoning of this property to I-2 is more compatible to adjacent uses.
16. **Proposed Number of Dwelling Units Desired or Number of Square Feet of Commercial Space:** (if applicable)

    None
17. **Proposed Development Standards** (if applicable)
    a. Proposed parcel size (if increasing area with this application) n/a square feet/acre
    b. Proposed Floor Area Ratio (FAR): Gross floor area of building (sq.ft.) divided by parcel size (sq.ft.) = _____

****

SECTION V: ADDITIONAL INFORMATION REQUIRED:
18 & 19 – NOT APPLICABLE FOR EXISTING DEVELOPMENT THAT IS NOT INCREASING IN SIZE; INDICATE N/A.

18. **Potable Water:** The proposed development will be served by an off-site central potable water system. [X] **Yes** [ ] **No**
If Yes, the potable water system requirements will be accommodated by the City of Avon Park water system.

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

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

    (Please see memorandum and attached letter from the City of Avon Park attached as Exhibit B)

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

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

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

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

19. **Wastewater Treatment:** The proposed development will be served by an off-site central wastewater treatment system. [X] **Yes** [ ] **No**
If Yes, the wastewater treatment system requirements will be accommodated by the City of Avon Park system.

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

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

    (Please send memorandum attached to letter from City of Avon Park attached as Exhibit B)

    a. The facility has the designed capacity for treating _____ gpcd.
    b. The facility has a permitted capacity for _____ gpcd.
    c. The facility has an average demand or committed capacity for _____ gpcd.
    d. The facility has an excess capacity of _____ gpcd.
    e. This proposed development will require approximately _____ gpcd.

    Note: The required level of service (LOS) for wastewater treatment for Highlands County is:

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

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

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

Note: The required level of service (LOS) for the County is premised upon the applicable water management district standards.

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

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

21. **Solid Waste Disposal:** The proposed development will be served by the Waste Connections, Inc. refuse collection company.

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

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

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

23. **Military Airport Zones (MAZ):** Is this property located in an MAZ? [X] **Yes** [ ] **No**
If Yes, please indicate the area as MAZ I, MAZ II, or MAZ III III.

****

SECTION VI: ADDITIONAL ZONING AMENDMENT INFORMATION:

24. **Owner's Affidavit:** Owner's Affidavit(s) must be completed and submitted as part of **all** applications.

25. **Agent's Affidavit:** Agent's Affidavit(s), if applicable, must be completed and submitted as part of **all** applications.

26. **Map Properties within 500 Feet:** Using a map that shall be secured from the County Property Appraiser's Office, delineate the boundary of the proposed development site and its location on the map. Include each parcel of land within **500 feet** of the property being considered in the application.

27. **List of Property Owners:** List all current property owners within a 500 foot radius of the property being considered for a rezone, including names, mailing and site addresses, and STRAP numbers of their properties. **If** the property being considered for a rezone is an area currently zoned Agriculture, the list must contain a minimum of 6 different property owners adjacent to or in the vicinity of the rezoning being requested (Attach separate sheets to this application).

28. **Land Survey:** A copy of the survey, showing all dedications or easements within the property that is the subject of the application, prepared by a Florida registered land surveyor may be required and attached to the application.

29. **Proposed Flexible Unit Development (FUD) or Planned Development (PD) – <u>Site Plan, Resolution, and Letter of Intent</u>:** A site plan, a draft resolution, and a letter of intent are required which indicate uses, density, building locations, streets, site access, off-street parking, water courses or bodies, buffers, setbacks (dimensions), and environmentally sensitive areas. (See Section 12.05.291 of the Code of Ordinances for FUD requirements and Section 12.05.290 for PD requirements.)

30. **Surrounding Property Owners:** Have you discussed this rezoning request with the surrounding property owners? [ ] **Yes** [X] **No**

31. **Contract to Sell:** Is this property under contract to sell contingent on the rezoning? [ ] **Yes** [X] **No**
32. **Proposed Multiple Zoning Changes:** If more than one zoning change is being requested, it is necessary to show the exact areas to be covered by the different zoning designations. The legal description, along with an illustration showing the dimensions, of each different zoning designation must be included (Attach to the application if applicable).

****

END OF APPLICATION

ATTACHMENTS:

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

EXHIBIT "A"

LEGAL DESCRIPTION

All that part of Lots 3, 4 and 5, Block 32, lying East of the right of way of State Road No. 8, and being part of the East Half of the Northwest Quarter of Section 4, Township 33 South, Range 28 East, LESS right of way of Seaboard Coast Line Railroad;

AND

All that part of Lots 2 and 3, Block 23, lying West of right of way of Seaboard Air Line Railway, and being a part of the Northeast Quarter Section 4, Township 33 South, Range 28 East;

All being in and part of PABOR LAKE COLONY LANDS, according to the Plat thereof recorded in Plat Book 2, Page 89, of the Public Records of DeSoto (now Highlands) County, Florida.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 17, 2021

PRESENTER: **Sandra S. Vázquez, Planner I**

SUBJECT/TITLE: **Proposed Ordinance amending Section 12.03.500, of the Highlands County Land Development Regulations, to include alternate members to the Historic Preservation Commission.**

STATEMENT OF ISSUE

To consider adoption of the proposed text amendments to Section 12.03.500 of the Highlands County Land Development Regulations (LDRs).

The Historic Preservation Commission was established on the 14th day of May 1991, with the intent to promote the educational, cultural and economic welfare of the community. In order to provide a uniform procedure to preserve the county's historic resources, and by enhancing public participation and involvement in the preservation and protection of such resources, staff is proposing to amend the Land Development Regulations to include the participation of alternate members. The proposed amendment will include two alternate members that will serve in the absence of voting members.

The Planning and Zoning Commission recommended approval of P&Z Hearing No. 2083 as presented.

RECOMMENDED ACTION

Move to approve and adopt by Ordinance the proposed text amendments to the Land Development Regulations.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Staff Report P&Z 2083 HPC Alternates.pdf
Ordinance P&Z 2083 HPC Alternates.pdf

HIGHLANDS COUNTY
PLANNING DIVISION
STAFF REPORT

Type: Land Development Regulations Amendment	**BCC Hearing Date:** 8/17/2021
Case Number: P&Z 2083	**Case Name:** HPC Alternate Members LDR Amendment
Public Hearing: BCC	**Case Staff Member:** Sandra S. Vázquez

Amendment: Land Development Regulations Text Amendment – 12.03.500

Proposal: To include alternate members for the Historic Preservation Commission

Area covered
By Amendment: County-wide

Staff Recommendations and Minutes:

1. **Staff Recommendation to the Board of County Commissioners (BCC) concerning the Planning and Zoning Commission (P&Z) Recommendation:** Move to approve and adopt by Ordinance the proposed text amendments to the Land Development Regulations.

2. **Staff Recommendation to the Planning and Zoning Commission (P&Z):** Recommend to the Board of County Commissioners to approve and adopt by Ordinance the proposed text amendments to the Land Development Regulations.

3. **Excerpt from the July 13, 2021, DRAFT P&Z Minutes and Recommendation to the BCC: "G. HEARING NUMBER P&Z 2083 – PROPOSED TEXT AMENDMENTS TO THE LAND DEVELOPMENT REGULATIONS REGARDING ALTERNATE MEMBERS FOR THE HISTORIC PRESERVATION COMMISSION – C/O SANDRA S. VAZQUEZ, HISTORIC PRESERVATION COMMISSION STAFF LIAISON** Mr. Boring read the request; Mrs. Vazquez presented the request. There were no letters received; no one spoke in favor or against the request.

   Motion by Mr. Reed and seconded by Mrs. Hunnicutt to recommend to the Board of County Commissioners (BCC) to approve and adopt by Ordinance the proposed text amendments to the Land Development Regulations.

   Upon roll call, all members voted yes. **Motion carried 5-0**."

Supplemental Material/Issue Analysis Report:

1. **Request:** To consider adoption of the proposed text amendments to Section 12.03.500 of the Highlands County Land Development Regulations (LDRs).

   The Highlands County Comprehensive Plan provides for the management, enhancement, and protection of natural and cultural resources in the Natural Resources Element. The Land Development Regulation objective is to provide resource criteria to identify and protect historic (cultural) resources. The Historic Preservation Commission was established on the 14th day of May 1991, with the intent to promote the educational, cultural and economic welfare of the community. In order to provide a uniform procedure to preserve the county's historic resources, and by enhancing public participation and involvement in the preservation and protection of such resources, staff is proposing to amend the Land Development Regulations to include the participation of alternate members. The proposed amendment will include two alternate members that will serve in the absence of voting members.

   The following language is being proposed:

   A. There is hereby created the “County Historic Preservation Commission (HPC)," consisting of seven voting members (four professional and three lay members) and two alternate members (one professional and one lay member) to serve in the absence of the voting members, all of who shall be residents of the county and qualified electors of the county.

   B. The voting members and alternate members of the HPC shall be appointed by the BCC for four (4) year terms. The terms shall be staggered. Vacancies in office shall be filled by appointment by the BCC, for the remainder of the unexpired term, within 60 days after the creation of the vacancy.

ORDINANCE 20-21-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE HISTORIC PRESERVATION COMMISSION; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AN AMENDMENT TO CHAPTER 12, LAND DEVELOPMENT REGULATIONS, ARTICLE 3, ADMINISTRATION AND ENFORCEMENT, DIVISION 5, HISTORIC PRESERVATION COMMISSION, SECTION 12.03.500, CREATED; COMPOSITION; TERMS; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statutes, Chapter 125, confers upon a local government, the authority to adopt ordinances and regulations which are designed to promote the public health, safety and general welfare of its citizens; and

WHEREAS, amendments to the Land Development Regulations of a local government are authorized by Florida Statutes, Chapter 163; and

WHEREAS, from time to time it is necessary for Highlands County to update and/or amend its codes and regulations; and

WHEREAS, the County has determined that amending its Land Development Regulations as set forth herein advances a legitimate public purpose and is in the best interest, health, safety and welfare of the public.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, after due notice and public hearing, that:

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

SECTION 2. AMENDING CHAPTER 12, LAND DEVELOPMENT REGULATIONS, ARTICLE 3, ADMINISTRATION AND ENFORCEMENT, DIVISION 5, HISTORIC PRESERVATION COMMISSION, SECTION 12.03.500, CREATED; COMPOSITION; TERMS. Highlands County Code of Ordinances, Chapter 12, Land Development Regulations, Article 3, Administration and Enforcement, Division 5, Historic Preservation Commission, Section 12.03.500, Created; Composition; Terms, is hereby amended as follows:

Note: Underlined words constitute additions to existing text, ~~strikethrough~~ words constitute deletions to existing text, and asterisks (***) indicate omitted parts which are intended to remain unchanged.

Section 12.03.500. Created; composition; terms.

A. There is hereby created the "County Historic Preservation Commission (HPC)," consisting of seven voting members (four professional and three lay members) and two alternate members (one professional and one lay member) to serve in the absence of the voting members, all of ~~which~~ who shall be residents of the county and qualified electors of the county.

B. The ~~initial~~ voting members and alternate members of the HPC shall be appointed by the BCC for four (4) year terms. The terms shall be staggered. ~~staggered terms as follows: one lay member and one professional member to be appointed for a term to expire on June 30, 1993; one lay member and one professional member to be appointed for a term to expire on June 30, 1994; one lay member and one professional member to be appointed for a term to expire on June 30, 1995; and one professional member to be appointed for a term to expire on June 30, 1996. Upon the expiration of each term, a successor shall be appointed by the BCC to fill such vacancy for a term of four years. Other v~~ Vacancies in office shall be filled by appointment by the BCC, for the remainder of the unexpired term, within 60 days after the creation of the vacancy.

***

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

SECTION 4. SAVINGS CLAUSE. All prior actions of Highlands County pertaining to the amendments to Section 12.03.500, Highlands County Code of Ordinances, as set forth herein, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 5. CODIFICATION; SCRIVENER'S ERRORS.

A. Sections in this Ordinance shall be codified in the Board of County Commissioners of Highlands County Code of Ordinances and the sections, divisions and provisions of this Ordinance may be renumbered or re-lettered as deemed appropriate by the codifier of the Board of County Commissions of Highlands County Code of Ordinances.

B. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the County Clerk and County Attorney, may be corrected with the endorsement of the County Manager, or designee, without the need for a public hearing.

SECTION 6. **CONFLICTS.** All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

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

SECTION 8. **EFFECTIVE DATE.** This Ordinance shall become effective immediately upon filing with the Department of State.

DONE AND ADOPTED this 17th day of August, 2021.

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY, FLORIDA

(SEAL)

By:_____
Scott A. Kirouac, Chairman

ATTEST_____
Jerome Kaszubowski, Clerk

G:\COUNTY\ORDINANCES\Land Development Regulations\Ordinace - Alternate Members-060821.docx

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 17, 2021

PRESENTER: **Melony Culpepper, Planning and Zoning Manager**

SUBJECT/TITLE: **Proposed Ordinance amending Sections 12.05.309, Setback Requirements for Certain Functional Classifications of Roadways, and 12.09.104, Roadway Design Standards, of Chapter 12 (also known as the Highlands County Land Development Regulations) of the Code of Ordinance of Highlands County, Florida pertaining to setback and right-of-way dedication requirements.**

STATEMENT OF ISSUE

The Transportation Element of the Highlands County Comprehensive Plan establishes level of service standards and future right-of-way requirements. The minimum right-of-way width required for different roadway functional classifications, to meet these level of service standards, are specified in Section 12.09.104 of the LDRs.

When a development comes in and roadway construction is not required to serve the needs of that proposed development, we cannot require the dedication of right-of-way. This is a concern due to potential future right-of-way expansion. The right-of-way not only contains the roadway, but also any drainage and infrastructure required. Therefore, staff is proposing to amend the LDRs to require a setback, based on the functional classification of the roadway. This setback will be measured from the centerline of the roadway and is in addition to the zoning district setback.

The Planning and Zoning Commission recommended approval of the Ordinance on July 13, 2021.

RECOMMENDED ACTION

Move to approve and adopt by Ordinance the proposed text amendments to the Land Development Regulations.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Staff Report P&Z 2069 - Setback and ROW Requirements LDR Amendment BCC.pdf
Ordinance amending Chapter 12 Setbacks for certain roadways.pdf

HIGHLANDS COUNTY
PLANNING DIVISION
STAFF REPORT

Type: Land Development Regulations Amendment	**BCC Hearing Date:** 8/17/2021
Case Number: P&Z 2069	**Case Name:** Setback and Right-of-Way Requirements LDR Amendments
Public Hearing: BCC	**Case Staff Member:** Melony Culpepper

Amendment: Land Development Regulations – Text Amendments
12.05.309
12.09.104

Proposal: To amend Setback and Right-of-Way Dedication Requirements

Area Covered
By Amendment: County-wide

Staff Recommendations and Minutes:

1. **Staff Recommendation to the Board of County Commissioners (BCC) concerning the Planning and Zoning Commission (P&Z):** Move to approve and adopt by Ordinance the proposed text amendments to the Land Development Regulations.

2. **Staff Recommendation to the P&Z:** Recommend to the Board of County Commissioners to approve and adopt by Ordinance the proposed text amendments to the Land Development Regulations.

3. **Excerpt from the July 13, 2021, DRAFT P&Z Minutes and Recommendation to the BCC: "F. HEARING NUMBER P&Z 2069 – PROPOSED TEXT AMENDMENTS TO THE LAND DEVELOPMENT REGULATIONS REGARDING SETBACKS AND RIGHT-OF-WAY REQUIREMENTS – C/O CLINTON HOWERTON, COUNTY ENGINEER AND MELONY CULPEPPER, PLANNING AND ZONING MANAGER** Mr. Boring read the request; Mrs. Culpepper presented the request. There were no letters received; no one spoke in favor or against the request.

   Motion by Mrs. Mack and seconded by Mrs. Hunnicutt to recommend to the Board of County Commissioners (BCC) to approve and adopt by Ordinance the proposed text amendments to the Land Development Regulations.

   Upon roll call, all members voted yes. **Motion carried 5-0."**

Supplemental Material/Issue Analysis Report:

1. **Request:** To consider adoption of the proposed text amendments to Sections 12.05.309 and 12.09.104 of the Highlands County Land Development Regulations (LDRs).

   The Transportation Element of the Highlands County Comprehensive Plan establishes level of service standards and future right-of-way requirements. The minimum right-of-way width required for different roadway functional classifications, to meet these level of service standards, are specified in Section 12.09.104 of the LDRs.

   When a development comes in and roadway construction is not required to serve the needs of that proposed development, we cannot require the dedication of right-of-way. This is a concern due to potential future right-of-way expansion. The right-of-way not only contains the roadway, but also any drainage and infrastructure required. Therefore, staff is proposing to amend the LDRs to require a setback, based on the functional classification of the roadway. This setback will be measured from the centerline of the roadway and is in addition to the zoning district setback.

Attachments:
Exhibit 1: Example

Exhibit 1:


Legend
Roadway Classifications
Minor Arterial
Residential Street
Currently 50 feet
Required Width 150 feet
CR 17A N
Functional Classification Setback
Zoning District Setback
N
0
70
140
280
Feet
EXAMPLE OF FUNCTIONAL CLASSIFICATION SETBACK

ORDINANCE 20-21-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO AN AMENDMENT TO THE HIGHLANDS COUNTY CODE OF ORDINANCES, CHAPTER 12, LAND DEVELOPMENT REGULATIONS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AN AMENDMENT TO CHAPTER 12, LAND DEVELOPMENT REGULATIONS ARTICLE 5, DISTRICTS AND SUPPLEMENTARY DISTRICT REGULATIONS, DIVISION 3, SUPPLEMENTARY DISTRICT REGULATIONS, SECTION 12.05.309; PROVIDING FOR AN AMENDMENT TO CHAPTER 12, LAND DEVELOPMENT REGULATIONS, ARTICLE 9, TRANSPORTATION SYSTEM STANDARDS AND PERMITS, SECTION 12.09.104, ROADWAY DESIGN STANDARDS; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, growth in Highlands County has caused and will continue to cause an increase in traffic on the roads, streets and highways within a County; and

WHEREAS, such increases in traffic has created and will continue to create hazards on said roads, streets and highways within Highlands County; and

WHEREAS, the transportation network in a County has a profound influence on how development occurs; and

WHEREAS, Florida Statutes, Chapter 125, confers upon a local government, the authority to adopt ordinances and regulations which are designed to promote the public health, safety and general welfare of its citizens; and

WHEREAS, from time to time it is necessary for Highlands County to update and/or amend its codes and regulations; and

WHEREAS, amendments to the Land Development Regulations of a local government are authorized by Florida Statutes, Chapter 163; and

WHEREAS, the County has determined that amending its Land Development Regulations to include the imposition of certain heightened setback requirements advances a legitimate public purpose and is in the best interest, health, safety and welfare of the public.

NOW THEREFORE, BE IT ORDAINED BY HIGHLANDS COUNTY, FLORIDA AFTER DUE NOTICE AND PUBLIC HEARING, AS FOLLOWS:

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

SECTION 2. AMENDING CHAPTER 12, LAND DEVELOPMENT REGULATIONS ARTICLE 5, DISTRICTS AND SUPPLEMENTARY DISTRICT REGULATIONS, DIVISION 3, SUPPLEMENTARY DISTRICT REGULATIONS, SECTION 12.05.309. Highlands County Code of Ordinances, Chapter 12, Land Development Regulations, Article 5, Districts and Supplementary District Regulations, Division 3, Supplementary District Regulations, Section 12.05.309 is hereby created as follows:

Note: Underlined words along with the embedded table constitute additions to the text.

Section 12.05.309. – Setback requirements for certain functional classifications of roadways.

A. Any new development, or alteration or expansion of an existing structure, occurring on a roadway with a Functional Classification as set forth hereafter shall adhere to the stated front Setbacks. The following Setback requirement shall be in addition to any other Setback and/or base building line requirement provided in a particular Zoning District of this Code.

Functional Classification	Front Setback
Major Arterial	100 feet (measured from the centerline of the established roadway)
Minor Arterial	75 feet (measured from the centerline of the established roadway)
Major Collector	50 feet (measured from the centerline of the established roadway)
Collector	40 feet (measured from the centerline of the established roadway)
General	30 feet (measured from the centerline of the established roadway)

B. Arterial roadway (major and minor) is defined as a route providing service which is relatively continuous, of high traffic volume, of long average trip length, of high operating speed and of high mobility importance. In addition, all United States or State of Florida numbered highways shall be Principal Arterial roadways.

C. Collector roadway (major and minor) is defined as a route providing service which is relatively of moderate average traffic volume, moderately average trip length and moderately average operating speed. These routes also collect and distribute traffic between local roads and arterial roads and serve as a linkage between land access and mobility needs.

D. General roadway includes local, marginal access, frontage, ingress/egress easements and private roads, and is defined as a roadway providing service of relatively low traffic volume, short average trip length or minimal through traffic movements.

E. Corner lots or lots having double road frontage on more than one roadway with a Functional Classification as set forth herein shall measure setbacks from both roads.

F. Lot front determination shall be where the principal vehicular access to the lot abuts the roadway.

G. This front Setback requirement shall be considered in conjunction with any required roadway improvements necessary to serve the needs of the development and its impacts.

H. The list of County roadway Functional Classifications shall be maintained in the office of the County Engineer, shall be amended from time to time and shall be available to the public during normal business hours.

I. In the event, at the time of development, it is not, or does not appear to be feasible or practical for the property owner to comply with the Functional Classification Setback requirement of this Code, such matter shall be brought as a public hearing before the Highlands County Board of County Commissioners at a regularly scheduled meeting. The decision of the Board related to any deviation of the Functional Classification Setback requirement set forth in this Code shall be final.

SECTION 3. AMENDING CHAPTER 12, LAND DEVELOPMENT REGULATIONS, ARTICLE 9, TRANSPORTATION SYSTEM STANDARDS AND PERMITS, SECTION 12.09.104, ROADWAY DESIGN STANDARDS. Highlands County Code of Ordinances, Chapter 12, Land Development Regulations, Article 9, Transportation System Standards and Permits, Section 12.09.104, Roadway Design Standards, is hereby amended as follows:

Note: Underlined words constitute additions to existing text, ~~strikethrough~~ words constitute deletions to existing text, and asterisks (***) indicate omitted parts which are intended to remain unchanged.

Section 12.09.104. – Roadway Design Standards.

A. Right-of-way requirements.

1. **Widths.** Right-of-way requirements for road construction shall be as shown in the *Highlands County Technical Standards Manual,* current edition and as follows:

Functional Classification	Right of Way Width
~~Principal~~ Major Arterial ~~(multi-lane)~~	200 feet
~~Principal~~ Minor Arterial	150 feet
Rural Major Collector	100 feet
Rural Minor Collector	80 feet
Local Street	60 feet
Marginal Access or Frontage Road	60 feet
Ingress/Egress Easements for access with more than two driveway connections	60 feet
Alley	40 feet
Manufactured Home Park roads (Private)	40 feet
Seasonal Park Roads (Private)	40 feet
Ingress/Egress Easements for access with two or less driveway connections	30 feet

2. Private road rights-of-way, when allowed within subdivisions, shall be the same width as public rights-of-way.

3. Where one-way private streets are utilized in manufactured home parks or seasonal parks, the minimum right-of-way width shall be 25 feet.

4. Future right-of-way requirements are identified in the Transportation Element of the Highlands County Comprehensive Plan. Where roadway construction, improvement, or reconstruction is ~~not~~ required to serve the needs of the proposed development project, ~~future~~ rights-of-way shall ~~nevertheless~~ be dedicated ~~for future~~ along with construction of roadway improvements and/or reconstruction of existing roadway improvements. ~~No part of the reserved area shall be used to satisfy minimum requirements of these regulations. Building setback shall be based on future right-of-way line.~~

5. A proposed development that encompasses an existing public street that does not conform to the minimum right-of-way requirements as set forth herein shall provide for the dedication of additional right-of-way along either

one or both sides of said street so that the minimum right-of-way required ~~by this~~ can be established. If the proposed development abuts only on one side of said street, then a minimum of one-half the required right-of-way shall be dedicated for future roadway improvements and/or reconstruction by the development.

6. Commercial developments shall not maintain principal vehicular access on a local roadway unless otherwise permitted by the Board of County Commissioners.

B. Protection of use of rights-of-way.

1. No encroachment, including signs, landscape or irrigation, shall be permitted into existing rights-of-way, except for temporary use authorized by the BCC, or otherwise exclusively defined and allowed by these regulations.

***

SECTION 4. IMPLEMENTING ADMINISTRATIVE ACTIONS. The County Administrator is hereby authorized and directed to take such actions as are deemed necessary and appropriate in order to implement the provisions of this Ordinance. The County Administrator may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such County employees as deemed effectual and prudent.

SECTION 5. SAVINGS CLAUSE. All prior actions of the Board of County Commissioners of Highlands County pertaining to the revisions to Highlands County Code of Ordinances, Chapter 12, Land Development Regulations, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Ordinance.

SECTION 6. CODIFICATION AND SCRIVENER'S ERRORS.

A. Sections 2 and 3 of this Ordinance shall be codified in the Highlands County Code of Ordinances and the sections, divisions and provisions of this Ordinance may be renumbered or re-lettered as deemed appropriate by the codifier of the Highlands County Code of Ordinances.

B. Typographical errors and other matters of a similar nature that do not affect the intent of this Ordinance, as determined by the County Administrator and County Attorney, may be corrected with the endorsement of the County Manager, or designee, without the need for a public hearing.

SECTION 7. CONFLICTS. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

SECTION 8. **SEVERABILITY.** If any Section or portion of a Section of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Ordinance.

SECTION 9. **EFFECTIVE DATE.** This Ordinance shall become effective immediately upon its filing with the Department of State.

DONE AND ADOPTED this ____ day of _____, 2021.

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA

(SEAL)

By:_____
Scott A. Kirouac, Chairperson

ATTEST:

By:_____
Jerome N. Kaszubowski, Clerk

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 17, 2021

PRESENTER:	**Randy Vosburg, County Administrator**
SUBJECT/TITLE:	**Request approval to concur with the Florida Department of Health's appointment of Shane Lockwood, MHP as the Administrator of the Florida Department of Health in Highlands County.**

STATEMENT OF ISSUE

Shane Lockwood 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 Shane Lockwood, MHP as the Administrator of the Florida Department of Health in Highlands County, pursuant to Section 154.04 , Florida Statutes.

FISCAL IMPACT

No fiscal impact

Attachments: Shane Lockwood DOH.pdf
Lockwood_Shane.pdf

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

Florida HEALTH

Ron DeSantis
Governor

Scott A. Rivkees, MD
State Surgeon General

Vision: To be the Healthiest State in the Nation

July 26, 2021

Scott Kirouac, Chairman
Highlands County Board of County Commissioners
600 South Commerce Avenue
Sebring, Florida 33870

Dear Chairman Kirouac:

The Florida Department of Health requests concurrence from the Highlands County Board of County Commissioners on the appointment of Shane Lockwood, MPH as the Administrator of the Florida Department of Health in Highlands County. County health departments sustain the partnership between the Florida Department of Health and county government pursuant to section 154.04, Florida Statutes. In keeping with state law, as well as our desire to maintain this important partnership, the Florida Department of Health works collectively with county government when selecting a new health department administrator.

Mr. Lockwood has an excellent and diverse background in all aspects of public health and has demonstrated his ability as a skilled leader. I believe Mr. Lockwood will be an asset to the Florida Department of Health and Highlands County as their new health department administrator.

The Florida Department of Health is requesting time on the agenda during your upcoming meeting to request concurrence on the appointment of Shane Lockwood, MPH, as the Administrator of the Florida Department of Health in Highlands County. If you or any member of the Highlands County Board of County Commissioners have questions or would like more information regarding Mr. Lockwood, please feel free to contact Mark Lander, Interim Deputy Secretary for County Health Systems at 850-245-4243.

I appreciate the support of the Highlands County Board of County Commissioners and the community in selecting the best candidate for the people of Highlands County.

Sincerely,

Scott A. Rivkees, MD
State Surgeon General

cc: Randy Vosburg, County Administrator
Shane Lockwood

Florida Department of Health
Office of the State Surgeon General
4052 Bald Cypress Way, Bin A-00 • Tallahassee, FL 32399-1701
PHONE: 850/245-4210 • FAX: 850/922-9453
FloridaHealth.gov

PHAB Accredited Health Department
Public Health Accreditation Board

Shane Lockwood, MPH
47 Woods Way, Woodbury, CT 06798
203-305-7077
shanelockwood@yahoo.com

Summary of Qualifications

Over twenty-five years of extensive and diverse public health experience at local public health agencies allowing for a vast knowledge of all aspects of public health, regulations and management.

Plainville-Southington Regional Health District
196 North Main Street, Southington, CT 06489
Director of Health, March 2012 – present

- Oversee operation for all facets of the Health District.
- Plan, organize, direct and monitor the work of the Health District staff.
- Plan and manage the Health District budget equating to approximately $800,000.
- Prepare reports that inform the Regional Board of Health of the Health District's activities, finances and plans.
- Represent the Health District at Town Council meetings and public information meetings.
- Develop a 3-year strategic plan.
- Collaborate with community partners on initiatives that promote public health.
- Serve as Chairman of various town committees.
- Identify and prepare grant applications.
- Manage all Human Resource functions.
- Represent the Health District in media interviews.
- Oversee and evaluate health district programs.
- Serve as part of the Unified Command during emergencies.
- Serve as Incident Commander for the Covid-19 Pandemic and oversee all aspects of the Health District response.

Post University
800 Country Club Rd, Waterbury, CT 06708
Adjunct Professor 2014- 2018

- Developed the course *Public Health and Emergency Management* for Post University's Emergency Management and Homeland Security Program.
- Instructor for the *Public Health and Emergency Management* for on-campus and online students.

Town of Southington

75 Main Street, Southington, CT 06489
Director of Emergency Management, 2017- Present
Deputy Director of Emergency Management 2012- 2017

- Formulates emergency management policies and procedures related to the functioning of emergency services during emergencies.
- Updates and conforms the town's Emergency Operations Plan to state and federal criteria including national security (nuclear attack/weapons of mass destruction) risk assumptions.

Waterbury Department of Public Health
One Jefferson Square,Waterbury, CT 06706
Deputy Director of Health, October 2008- March 2012

- Oversee program operations for Community Health (WIC, HIV/AIDS, Positive Parenting); Environmental Health (Food Service, Lead, Housing) and Nursing (School Health, Public Health Clinics, Community Nursing) Divisions.
- Plan, organize, direct and monitor the work of 150 Health Department staff to assure that activities meet service needs and comply with public health regulations.
- Manage Health Department general fund and grant budgets equating to approximately $10 million annually.
- Identify and prepare grant applications to acquire funding for public health programs.
- Assist with negotiating union contracts and oversee their administration.
- Manage Human Resource functions, i.e. hiring, disciplinary action.
- Chairperson of the CT Division of Emergency Management and Homeland Security, Region 5, Emergency Support Function 8 committee.
- Incident Commander for the City of Waterbury during the H1N1 Pandemic Influenza response and numerous weather related emergencies.
- Member of the Waterbury YMCA Pioneering Healthy Communities Advisory Commission.
- Speak at community events to promote the Department and its programs.
- Represent the Department during live media interviews.
- Represent the Department at meetings with the Board of Health, government agencies, private organizations and the general public.
- Write and implement local codes for tattooing, body piercing, public swimming pools and nail salons.
- Chairperson of the Waterbury Interdepartmental Committee, which includes Public Health and the Department of Education.

Pomperaug District Department of Health
800 Main Street South, Southbury, CT 06488
Sanitarian/ Emergency Response Coordinator, January 1999- October 2008

- Responsible for enforcing all applicable local, state, and federal public health laws pertaining to food service establishments, sewage disposal, housing, daycare centers, schools, public swimming pools and bathing waters.

- Played an integral role in the local, state and federal investigation in the Anthrax attack of 2001 in Oxford, CT.
- Chairperson of the CT Division of Emergency Management and Homeland Security, Region 5, Emergency Support Function 8 committee.
- Responsible for review of and approval of plans including lead abatement, sewage disposal, and food service plans.
- Developed and directed the Emergency Preparedness Division. This included writing emergency response plans, conducting drills and responding to incidents.
- Created and maintained a volunteer recruitment and management program which resulted in over 300 active volunteers.
- Assisted the Director of Health in preparing grant applications to acquire funding for public health programs.
- Represented Director of Health at public speaking engagements.

Naugatuck Valley Health District
98 Bank Street, Seymour, CT 06483
Sanitarian, June 1994- January 1999

- Gained invaluable hands-on experience as a Registered Sanitarian responsible for all aspects of Environmental Health

Education
Master of Public Health
University of Connecticut, December 2010

Bachelors of Science in Public Health
Southern Connecticut State University, May 1994

Affiliations
Immediate Past President of the Connecticut Association of Directors of Health, 2018-2019

Current Licensure
- Registered Sanitarian, CT License Number 000590
- National Environmental Health Association, Registered Environmental Health Specialist

Certifications/Courses

- Food Service Inspection- State of Connecticut
- Subsurface Sewage Disposal- Phase I and II- State of Connecticut
- Federal Emergency Management Agency IS- 100,200,300,400,700,800
- Federal Emergency Management Agency Professional Development Series (IS- 230, 235, 240, 241, 242, 244)
- Enhanced Incident Management/ Unified Command Course (DHS MGT-314), Texas Engineering and Extension Service

Lockwood, Shane
203-305-7077 shanelockwood@yahoo.com

Application	
Status:	New
Country:	United States
Attachments to be included in all Job Submissions:	Submission Attachments 0 attached
Attachments Added After Submission	Submission Attachments 0 attached
Vacancy Source:	People First
Relatives: To your knowledge, do you have any relatives working in this agency?	No
Right To First Interview	Not Applicable
	If you responded yes to the above statement, attach a copy of your official layoff letter when applying for this vacancy.
Veteran Status	None of the Above
ARE YOU CURRENTLY EMPLOYED WITH THE AGENCY TO WHICH YOU ARE CURRENTLY APPLYING?	No
HAVE YOU RECEIVED A PROMOTIONAL APPOINTMENT WITHIN THE CAREER SERVICE, SUBSEQUENT TO ACTIVE MILITARY SERVICE, WITH THE AGENCY TO WHICH YOU ARE APPLYING?	No
People First Initial VP Review	No Selection
People First Eligible VP Category (if different)	No Selection
Agency Final VP Eligibility Review	No Selection
Agency Final VP Category Determination	No Selection
	Background Information A "yes" answer to these questions will not automatically bar you from employment. The nature, job-relatedness, severity, and date of the offense in relation to the position you are applying are considered. [see 112.011, F.S.].
Have you ever been convicted of a felony or a first degree misdemeanor ?	No

If yes, what were the charges ?	
Where ? (City/State)	
Date	
Have you ever pled nolo contendere or guilty to a crime which is a felony or a first degree misdemeanor ?	No
If yes, what were the charges ?	
Where ? (City/State)	
Date	
Have you ever had the adjudication of guilt withheld for a crime which is a felony or first degree misdemeanor ?	No
If yes, what were the charges ?	
Where ? (City/State)	
Date	

Signature

I am aware that any omissions, falsifications, misstatements, or misrepresentations above may disqualify me for employment and, if I am hired, may be grounds for termination at a later date. I understand that any information I give may be investigated as allowed by law. I consent to the release of information about my ability, employment history, and fitness for employment by employers, schools, law enforcement agencies, and other individuals and organizations to investigators, human resources staff, and other authorized employees of Florida state government for employment purposes. The consent shall continue to be effective during my employment if I am hired. I understand that applications submitted for state employment are public records. I certify to the best of my knowledge and belief all of the statements contained herein and on any attachments are true, correct, complete, and made in good faith.
If applicable, Complete Qualifying Questions prior to submitting your application.

By checking this box, I certify that I have read and agree with these statements	Yes
Interview Result	
overdueInterviews	

Screening Details

Candidates for this position must be a physician that currently holds, or is eligible for, a	Yes

Florida Medical license (Chapters 458 or 459, Florida Statutes), OR a non-physician with at least a master's degree from an accredited college or university and extensive public health experience. Please respond with "Yes" if you can meet this requirement and "No" if you cannot. (must be evident on application)	
Describe your experience working in a public health setting. (must be evident on application)	Over 25 years of working at local health departments in CT. This has been for multi town health districts and municipal health departments.The past 13 years have been as Deputy Director in the 5th largest City in CT with approximately 115,00 residents and then as Director of Health for a 3-town district serving approximately 67,000 residents.
Describe your experience in working with community-based organizations. (must be evident on application)	Have partnered with various organizations on public health projects including faith based groups, health care partners, community representatives, municipal departments and numerous other entities.
How many years of senior-level executive management experience do you have (ex: Director, vice-president, CEO, COO, program director)? (must be evident on application)	13
Describe your personnel management experience including the largest staff you have supervised both directly and indirectly. (must be evident on application)	I served as Deputy Director of Health for the City of Waterbury CT with a staff of over 150. I currently serve as Director of Health for the Plainville-Southington Health District with a staff of 8.
Describe your financial management experience including the largest budget you have been responsible for and your specific role? (must be evident on application)	The largest budget I oversaw was over $10 million consisting of federal, state and local funding and grants.
Describe your experience monitoring organizational performance and utilizing quality improvement tools. (must be evident on application)	In my management roles I have the responsibility for the all aspects of the organization and programs. This include program review for effectiveness, customer surveys, staff performance, cost and compliance with any applicable laws and funding requirements.
This position could require travel with little notice to different parts of the state. If you are selected, are you willing to travel under those conditions?	Yes

Are you willing to work during or beyond normal work hours or days in the event of an emergency? Emergency duty required of the incumbent of this position includes working in Special Needs or Red Cross Shelters, or performing other emergency duties including, but not limited to, responses to or threats involving any disaster or threat of disaster, man-made or natural.	Yes

Periods of Employment

***Name of Employer**	Plainville-Southington Regional Health District
***Your Job Title**	Director of Health
***Currently Employed**	No
***Start Date**	03/01/2012
***End Date**	12/31/2021
***Hours Per Week**	40+
Employer's Address	196 North Main Street, Southington, CT 06489
Supervisor's Name	
Supervisor's Phone Number	
***Duties and Responsibilities**	* Oversee operation for all facets of the Health District. * Plan, organize, direct and monitor the work of the Health District staff. * Plan and manage the Health District budget equating to approximately $800,000. * Prepare reports that inform the Regional Board of Health of the Health District's activities, finances and plans. * Represent the Health District at Town Council meetings and public information meetings. * Develop a 3-year strategic plan. * Collaborate with community partners on initiatives that promote public health. * Serve as Chairman of various town committees. * Identify and prepare grant applications. * Manage all Human Resource functions. * Represent the Health District in media interviews. * Oversee and evaluate health district programs. * Serve as part of the Unified Command during emergencies. * Serve as Incident Commander for the Covid-19 Pandemic and oversee all aspects of the Health District response.
***Reason For Leaving**	still employed in this position
Your name, if different during employment	

***Name of Employer**	Post University
***Your Job Title**	Adjunct Professor
***Currently Employed**	No
***Start Date**	01/01/2014
***End Date**	12/31/2018

*Hours Per Week	20
Employer's Address	800 Country Club Rd, Waterbury, CT 06708
Supervisor's Name	
Supervisor's Phone Number	
*Duties and Responsibilities	* Developed the course Public Health and Emergency Management for Post University's Emergency Management and Homeland Security Program. * Instructor for the Public Health and Emergency Management for on-campus and online students.
*Reason For Leaving	Time constraints with my role as President of he CT Association of Directors of Health
Your name, if different during employment	

*Name of Employer	Town of Southington
*Your Job Title	Director of Emergency Management
*Currently Employed	Yes
*Start Date	01/01/2017
*End Date	MM/DD/YYYY
*Hours Per Week	40+
Employer's Address	75 Main Street, Southington, CT 06489
Supervisor's Name	
Supervisor's Phone Number	
*Duties and Responsibilities	* Formulates emergency management policies and procedures related to the functioning of emergency services during emergencies. * Updates and conforms the town's Emergency Operations Plan to state and federal criteria including national security (nuclear attack/weapons of mass destruction) risk assumptions.
*Reason For Leaving	Still employed in this position
Your name, if different during employment	

*Name of Employer	Waterbury Department of Public Health
*Your Job Title	Deputy Director of Health
*Currently Employed	No
*Start Date	10/01/2008
*End Date	03/31/2012
*Hours Per Week	40+
Employer's Address	One Jefferson Square,Waterbury, CT 06706
Supervisor's Name	
Supervisor's Phone Number	
*Duties and Responsibilities	* Oversee program operations for Community Health (WIC, HIV/AIDS, Positive Parenting); Environmental Health (Food Service, Lead, Housing) and Nursing (School Health, Public Health Clinics, Community Nursing) Divisions. * Plan, organize, direct and monitor the work of 150 Health Department staff to assure that activities meet

	service needs and comply with public health regulations. * Manage Health Department general fund and grant budgets equating to approximately $10 million annually. * Identify and prepare grant applications to acquire funding for public health programs. * Assist with negotiating union contracts and oversee their administration. * Manage Human Resource functions, i.e. hiring, disciplinary action. * Chairperson of the CT Division of Emergency Management and Homeland Security, Region 5, Emergency Support Function 8 committee. * Incident Commander for the City of Waterbury during the H1N1 Pandemic Influenza response and numerous weather related emergencies. * Member of the Waterbury YMCA Pioneering Healthy Communities Advisory Commission. * Speak at community events to promote the Department and its programs. * Represent the Department during live media interviews. * Represent the Department at meetings with the Board of Health, government agencies, private organizations and the general public. * Write and implement local codes for tattooing, body piercing, public swimming pools and nail salons. * Chairperson of the Waterbury Interdepartmental Committee, which includes Public Health and the Department of Education.
***Reason For Leaving**	Opportunity as Director of Health
Your name, if different during employment	

***Name of Employer**	Pomperaug District Department of Health
***Your Job Title**	Sanitarian/ Emergency Response Coordinator
***Currently Employed**	No
***Start Date**	01/01/1999
***End Date**	10/01/2008
***Hours Per Week**	35
Employer's Address	800 Main Street South, Southbury, CT 06488
Supervisor's Name	
Supervisor's Phone Number	
***Duties and Responsibilities**	* Responsible for enforcing all applicable local, state, and federal public health laws pertaining to food service establishments, sewage disposal, housing, daycare centers, schools, public swimming pools and bathing waters. * Played an integral role in the local, state and federal investigation in the Anthrax attack of 2001 in Oxford, CT. * Chairperson of the CT Division of Emergency Management and Homeland Security, Region 5, Emergency Support Function 8 committee. * Responsible for review of and approval of plans including lead abatement, sewage disposal, and food service plans. * Developed and directed the Emergency Preparedness Division. This included writing emergency response plans, conducting drills and responding to incidents. * Created and maintained a volunteer recruitment and management program which resulted in over 300 active volunteers. * Assisted the Director of Health in preparing grant applications to acquire funding for public health programs. * Represented Director of Health at public speaking engagements.
***Reason For Leaving**	New Opportunity as Deputy Director of Health

Your name, if different during employment	

*Name of Employer	Naugatuck Valley Health District
*Your Job Title	Sanitarian
*Currently Employed	No
*Start Date	06/01/1994
*End Date	01/01/1999
*Hours Per Week	35
Employer's Address	98 Bank Street, Seymour, CT 06483
Supervisor's Name	
Supervisor's Phone Number	
*Duties and Responsibilities	* Gained invaluable hands-on experience as a Registered Sanitarian responsible for all aspects of Environmental Health
*Reason For Leaving	New Opportunity
Your name, if different during employment	

Formal Education

*Name of School	University of Connecticut
*Location	Connecticut
*Start Date	08/31/2007
End Date	12/31/2010
Course of Study	Master of Public Health
*Degree Earned (transcripts may be required)	Masters
Credit Hours – Quarter	
Credit Hours – Semester	

*Name of School	Southern Connecticut State University
*Location	New Haven, CT
*Start Date	09/03/1990
End Date	05/31/1994
Course of Study	Bachelors of Science in Public Health
*Degree Earned (transcripts may be required)	Bachelors
Credit Hours – Quarter	
Credit Hours – Semester	

*Name of School	State of Connecticut
*Location	Connecticut
*Start Date	01/03/1994
End Date	MM/DD/YYYY

Course of Study	Food Service Inspection
*Degree Earned (transcripts may be required)	Not Applicable
Credit Hours – Quarter	
Credit Hours – Semester	

*Name of School	State of Connecticut
*Location	Connecticut
*Start Date	01/03/1994
End Date	MM/DD/YYYY
Course of Study	Subsurface Sewage Disposal- Phase I and II
*Degree Earned (transcripts may be required)	Not Applicable
Credit Hours – Quarter	
Credit Hours – Semester	

*Name of School	FEMA
*Location	Connecticut
*Start Date	01/01/2002
End Date	MM/DD/YYYY
Course of Study	Federal Emergency Management Agency IS-100,200,300,400,700,800
*Degree Earned (transcripts may be required)	Not Applicable
Credit Hours – Quarter	
Credit Hours – Semester	

*Name of School	FEMA
*Location	Connecticut
*Start Date	01/01/2012
End Date	MM/DD/YYYY
Course of Study	Federal Emergency Management Agency Professional Development Series (IS- 230, 235, 240, 241, 242, 244)
*Degree Earned (transcripts may be required)	Not Applicable
Credit Hours – Quarter	
Credit Hours – Semester	

*Name of School	TEEX
*Location	College Station, Texas
*Start Date	09/01/2005
End Date	MM/DD/YYYY
Course of Study	Enhanced Incident Management/ Unified Command Course (DHS MGT-314), Texas Engineering and

	Extension Service
*Degree Earned (transcripts may be required)	Not Applicable
Credit Hours – Quarter	
Credit Hours – Semester	

Language Skills

There are no items in this section.

License, Registration or Certification

*License, Registration or Certification	Registered Environmental Health Specialist
Number	
State Licensing Agency	National Environmental Health Association
Received	MM/DD/YYYY
Expires	MM/DD/YYYY

*License, Registration or Certification	Registered Sanitarian
Number	
State Licensing Agency	CT Department of Public Health
Received	MM/DD/YYYY
Expires	MM/DD/YYYY

*License, Registration or Certification	Subsurface Sewage Disposal Phase 1 and 2
Number	
State Licensing Agency	CT Department of Public Health
Received	MM/DD/YYYY
Expires	MM/DD/YYYY

*License, Registration or Certification	Food Service Inspector
Number	
State Licensing Agency	CT Department of Public Health
Received	MM/DD/YYYY
Expires	MM/DD/YYYY

Job-Related Training or Course Work

*Name of Institution	CT Department of Emergency Management and Homeland Security
*Start Date	12/11/2006
End Date	MM/DD/YYYY
*Training Course	G-290 Public Information Officer
*Training Completed	Yes

*Name of Institution	Louisiana State University
*Start Date	04/08/2004
End Date	MM/DD/YYYY
*Training Course	Emergency Response to Domestic Biological Incidents Operations and Technician Level
*Training Completed	Yes

*Name of Institution	Texas Engineeringand Extension Service
*Start Date	02/12/2008
End Date	02/15/2008
*Training Course	MGT- 314 Enhanced Incident Management Unified Command Course
*Training Completed	Yes

*Name of Institution	FEMA
*Start Date	03/24/2005
End Date	MM/DD/YYYY
*Training Course	IS 100,200,300,400,700,800
*Training Completed	Yes

*Name of Institution	FEMA
*Start Date	01/05/2015
End Date	MM/DD/YYYY
*Training Course	Professional Development Series (IS-230,235,240,241,242,244)
*Training Completed	Yes

Knowledge, Skills and Abilities

There are no items in this section.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: July 20, 2021

PRESENTER: **Sandra S. Vázquez, Planner I**

SUBJECT/TITLE: **Request approval to submit a letter of support of the Historic Preservation Commission's recommendation to request the City of Sebring preserve and evaluate both the Clovelly House and Weigle House for historic designation**

STATEMENT OF ISSUE

The Highlands County Historic Preservation Commission (HPC) has been made aware of two structures in downtown Sebring that are intended to be demolished. The Clovelly House and Weigle House, located at 1971 and 1989 Lakeview Drive and built between 1922 and 1937, respectively, are iconic landmarks in the City of Sebring and Highlands County. The HPC believes that these structures have the potential for historic designation either locally or nationally due to their cultural and architectural significance.

The HPC is requesting that the Board submit a letter of support of their recommendation to the City of Sebring for the preservation of both the Clovelly House and Weigle House.

RECOMMENDED ACTION

Move approval of a letter of support of the Historic Preservation Commission's recommendation for the preservation of both the Clovelly House and Weigle House, and to transmit letter to the City of Sebring for their consideration.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Historic Designation-Sebring

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
HISTORIC PRESERVATION COMMISION
501 S. Commerce Ave., Sebring, Florida 33870
Office (863) 402-6650 Fax (863) 402-6651 www.highlandsfl.gov

July 15, 2021

Highlands County Board of County Commissioners
600 S Commerce Avenue
Sebring, FL 33870

Dear Commissioners,

In 1921, Highlands County was established with a population of less than 1,820 residents. Since then the county has grown with a population that surpasses 108,797 residences with more than 100 years of change and a history unique to our community. Historical resources in our community are key to identifying and witnessing the aesthetical and cultural history of Highlands County and our three municipalities.

Citizens appreciate historic and architectural character as being essential to the identity and unique character of their communities. Historic preservation is essential to cultural, social, economic and environmental sustainability. Historic resources are key ingredients in neighborhood livability and quality of life, minimizing negative impacts on the environment and yielding economic vitality and reward. The preservation of historical structures has been known to enhance the attraction and appreciation of neighborhoods. At the same time these rich architectural structures provide communities with a cultural identity that is unique to each city within the county.

In light of recent events regarding the preservation of historical structures and sites in Highlands County, the Highlands County Historic Preservation Commission desires to bring attention to two different structures within the City of Sebring, located at 1971 Lakeview Drive and 1989 Lakeview Drive. The Clovelly House and Weigle House are iconic landmarks in the City of Sebring and Highlands County. Built between 1922 and 1937, the historical significance of these structures has the potential for historic designation either local or national due to their cultural and architectural significance.

As stated in the National Historic Preservation Act (NHPA) of 1966 (Sec. 1 PL 89-665, amended PL 96-515), "The spirit and direction of the Nation are founded upon and reflected in its historic heritage; the historical and cultural foundations of the Nation should be preserved as a living part of our community life and development in order to give a sense of orientation to the American people; historic properties significant to the Nation's

heritage are being lost or substantially altered, often inadvertently, with increasing frequency; the preservation of this irreplaceable heritage is in the public interest so that its vital legacy of cultural, educational, aesthetic, inspirational, economic, and energy benefits will be maintained and enriched for future generations of Americans; in the face of ever-increasing extensions of urban centers, highways, and residential, commercial, and industrial developments, the present governmental and nongovernmental historic preservation programs and activities are inadequate to insure future generations a genuine opportunity to appreciate and enjoy the rich heritage of our Nation".

The Highlands County Historic Preservation Commission representing the interest of the community's historical heritage, desires to communicate to the government body of the City of Sebring and affiliates our request that the above described structures be preserved. We would like to recommend that the Board of County Commission requests the City Council preserve these structures, document and evaluate them for historic designation.

The Commission is committed to providing assistance to the City by helping preserve and designate the Clovelly House and Weigle House for national, state or local cultural and architectural significance.

Respectfully,

Joseph Gentili, Vice Chairperson
Highlands County Historic Preservation Commission

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 17, 2021

PRESENTER: **Richard Fleeger, Parks & Facilities Superintendent**

SUBJECT/TITLE: **Consideration of a proposal from the Sebring Pickleball Club to construct eight pickleball courts at the Highlands County Sports Complex.**

STATEMENT OF ISSUE

The Sebring Pickleball Club is asking the County to approve building eight pickleball courts with possible future expansion at the Highlands County Multi-Sports Complex. Currently they have committed pledges of $104,000 and are requesting the County to provide an additional $40,000 for the initial construction. If funding is not available, then they want to spearhead a donor recognition fundraising programs such as naming courts, donor bricks, levels of membership and advertisement banners to raise needed funds.

The Sebring Pickleball Club has proposed to manage the courts and the receive revenues. Courts will be open to the public for a fee and during certain hours of the day, when club members are not playing. The Club would also like to donate free lessons and court time to the Highlands County School system through their athletic departments.

They are requesting one of two options.
1) County allows the courts to be built and fund $40,000 needed to complete the project. Lease negotiations and construction can begin.
2) County allows the courts to be built and the Sebring Pickleball Club will begin a fundraising program and begin construction once funds are in place.

RECOMMENDED ACTION

Move to approve or oppose the proposal from Sebring Pickleball Club to construct pickleball courts at the Highlands County Multi-Sports Complex.

FISCAL IMPACT

Possible fiscal impact of $40,000. Funding sources can be explored if approved.

Attachments: Sebring Pickleball Club Proposal 07.20.2021.pdf
Sports Complex Plan.pdf
2020 Sports Complex.JPG

Sebring Pickleball Club

Agenda

Dana Adams Board of Directors, Sebring Pickleball Club -

The current status of Pickleball in Highlands County and in the state of Florida and in the United States

Some pictorial examples

Dave Smith President, Sebring Pickleball Club – The financials of how we get there

Sebring Pickleball Club

We are a Florida non-profit 501 (c)(3) certified tax exempt corporation (EIN 85-2177922). Our non-profit mission statement is twofold.

1. To promote pickleball in general throughout Highlands County
2. To donate free lessons and court time to the Highlands County School System through their athletic departments.

We are made up of the most competitive players in Highlands County – averaging around 5 days play each week per player.

We are searching for a place to locate 8 pickleball courts. We have funding to make a big start ourselves but are hoping to find someone with which to partner for land and final finances to put them on.

Our intent is to manage and sponsor at least one high level regional tournament in Highlands County each year with the possibility of hosting the County Senior Games, and perhaps State of Florida Senior Games as we grow.

Our group currently numbers about 65 but we conservatively expect to grow to 100+ within the first year.

Highlands County needs public access to this burgeoning sport and it is our intent find a partner to assist with development.

Dave Smith

863.314.6987

County Sports Complex Construction Costs

6/30/21

Land Clear	County	????
Engineer fees	Cool & Cobb	$7500
Gravel	SPC	$8000
Court Construction, paint, nets, etc	Advantage Courts	$100,000
Drainfield to get compliant w/ Swift Mud	Blount Clearing	$1000

The court construction by Advantage Courts (100k) includes the following.

a. micro level sub base and compact

b. install 1.5 inches of asphalt

c. Install chain link to secure the courts and anchor posts for court dividers.

d. Seal and paint all court surfaces

e. Stripe baselines, sidelines and internal lines to mark all courts

f. Install net posts and playing court nets to finish all courts

Shelter & floor	Florida Pole Barn	xxxxx
Primary Electric Feed	Maybe zero?	$6500
Security and entry system	TBD	$3000
Irrigation	TBD	$3000
Netting (divider netting between courts)	Members	$1500
Landscape	Members	$1000
Windscreen	Members	1000
Ceiling fans	Members	$1000
Court Drying Equipment (for rain)	Lowe's	$1000
Total		$134,500

How do we pay for this?

First, we have committed pledges of $104, 000. There are some variables but we need about $40,000 dollars to fully complete (without lighting) this project. That additional money can come to us through further fund raising or partnering

My GUESS (We are not fund raisers so this really is a guess) for further potential donations.....

Name the courts – 8 courts @ 5000 =	40k
Founding Donors - 8@2000 =	16k
Individual brick pavers – 25@100 =	2.5k
3 year gold members – 25 @ 400 =	10k
Banner Advertising for 1 year – 8 @ 500 =	4k
Total is	72.5k

So, we have the potential to raise the money ourselves through fundraising.....the drawback is length of time and just how successful we would be.

Alternatively, if Highlands County can help us reduce our expense (supplying construction gravel, etc) and perhaps cover our shortfall, we could begin immediately.

So we are asking for one of two outcomes.....

1. Highlands County allow the courts to be built at the sports complex and to fund about $40,000 of our shortfall to complete the courts. Lease negotiation and construction can begin.
2. Highlands County allow the courts to be built at the sports complex but no further funding. SPC would then begin our fundraising program and would begin construction once total funds are in place.

Income and Expense for 8 courts at HC Sports Complex

From the beginning, Sebring Pickleball Club has intended this project to be financially independent once construction is complete. We have developed a simple income structure that will keep the facility in the black for the foreseeable future. As a Florida non-profit 501 corporation, any surplus funding would go towards capital improvement of the facility

Annual Repeating Revenue

Court Fees–$12,300 (Annual–$170; 6 months-$110; 30 days–$30; 1 –day $5.00)

Brick Pavers – 10 @ 100 = $1000

Tournament fees – 4000

Banner Advertising – 12 @ 500 = 6000

Total = $23,300 ($1942 Monthly Income)

Annual Repeating Expenses

Resurfacing Escrow $ 400 monthly

Electric - $120 Monthly

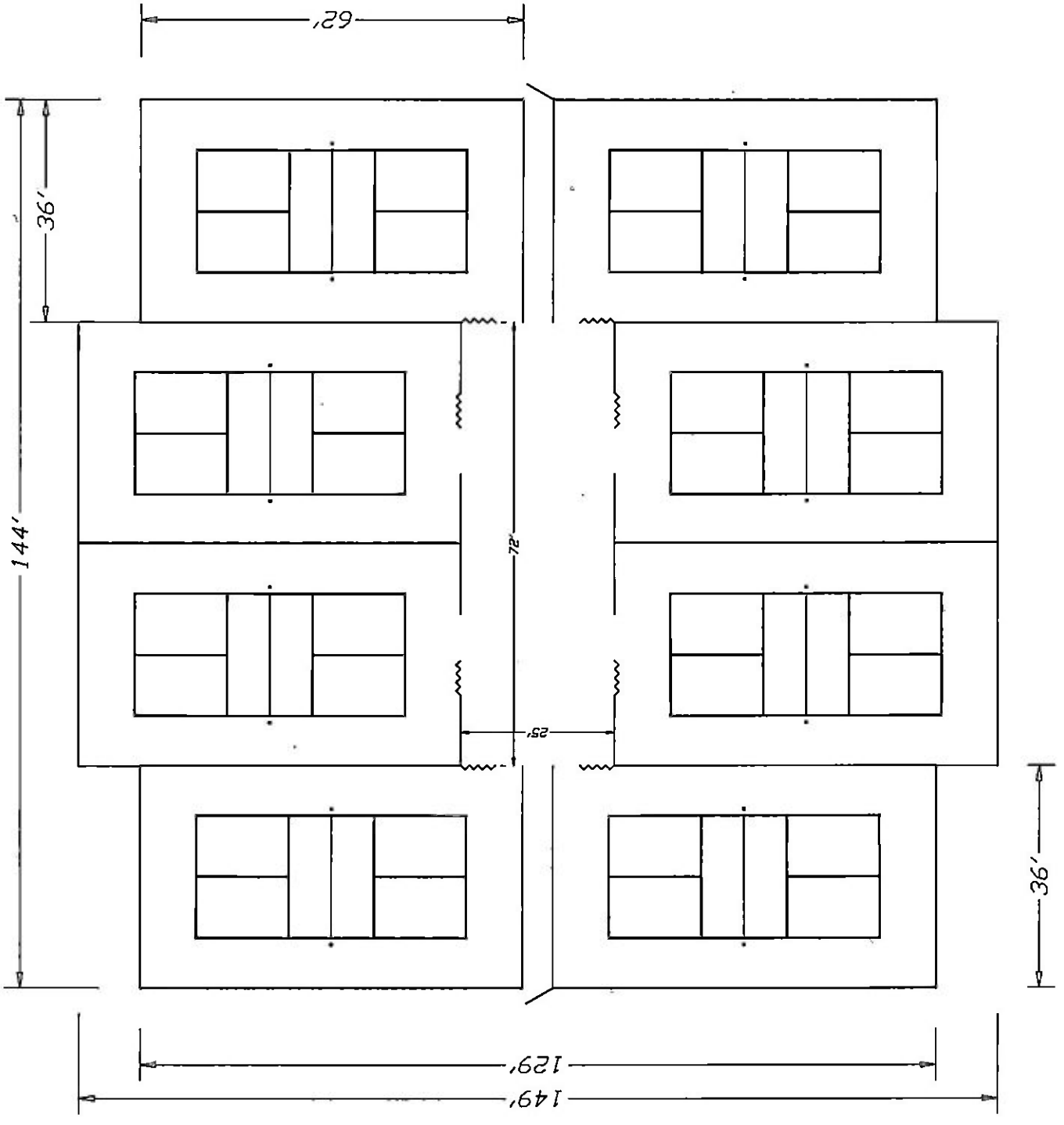
Court maintenance - $150 Monthly (Mostly net repairs, Windscreen repairs, general wear and tear on the court accessories)

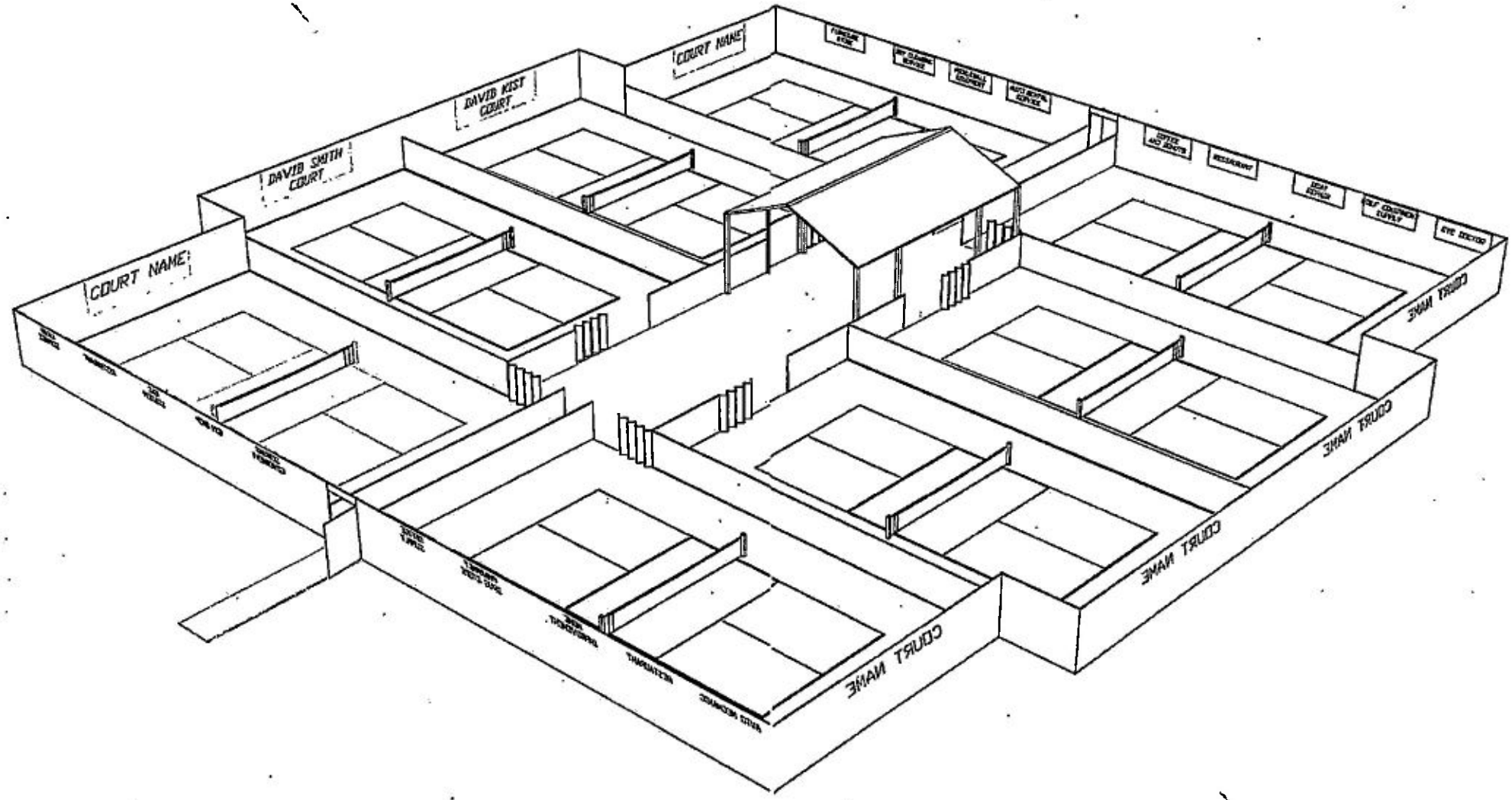
Court Cleaning - $400 Monthly

Balls - $275

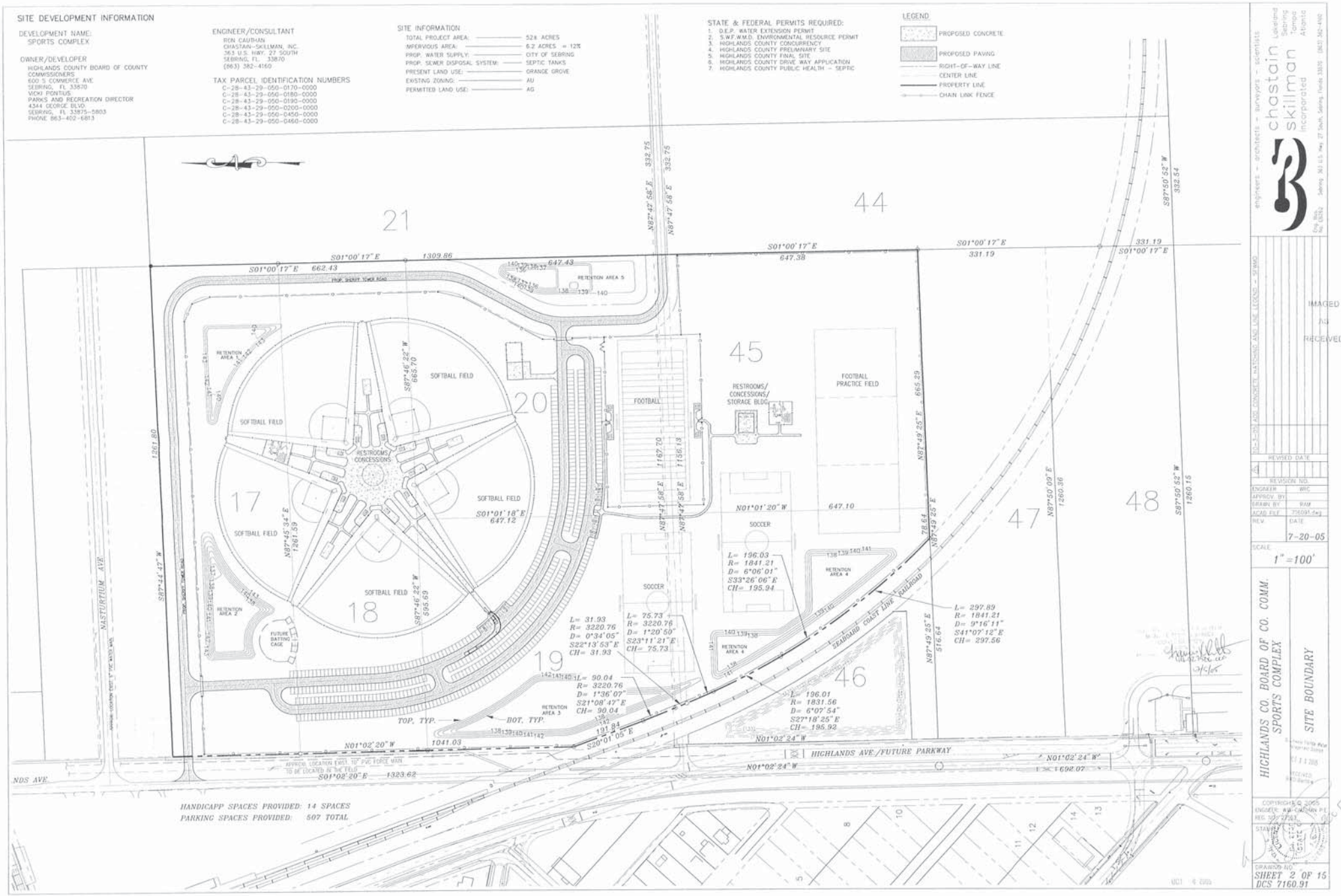
Consumables - $30 - (Paper towels, toilet paper, etc)

Total = $13,700 (1125 Monthly Expenses)


62'
36'
144'
72'
25'
36'
129'
149'



PERSPECTIVE VIEW 1


SITE DEVELOPMENT INFORMATION
DEVELOPMENT NAME:
SPORTS COMPLEX
OWNER/DEVELOPER
HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
600 S COMMERCE AVE
SEBRING, FL 33870
VICKI PONTIUS
PARKS AND RECREATION DIRECTOR
4344 GEORGE BLVD.
SEBRING, FL 33875-5803
PHONE 863-402-6813
ENGINEER/CONSULTANT
RON CAUTHAN
CHASTAIN-SKILLMAN, INC.
365 U.S. HWY. 27 SOUTH
SEBRING, FL. 33870
(863) 382-4160
TAX PARCEL IDENTIFICATION NUMBERS
C-28-43-29-050-0170-0000
C-28-43-29-050-0180-0000
C-28-43-29-050-0190-0000
C-28-43-29-050-0200-0000
C-28-43-29-050-0450-0000
C-28-43-29-050-0460-0000
SITE INFORMATION
TOTAL PROJECT AREA: 52± ACRES
IMPERVIOUS AREA: 6.2 ACRES = 12%
PROP. WATER SUPPLY: CITY OF SEBRING
PROP. SEWER DISPOSAL SYSTEM: SEPTIC TANKS
PRESENT LAND USE: ORANGE GROVE
EXISTING ZONING: AU
PERMITTED LAND USE: AG
STATE & FEDERAL PERMITS REQUIRED:
1. D.E.P. WATER EXTENSION PERMIT
2. S.W.F.W.M.D. ENVIRONMENTAL RESOURCE PERMIT
3. HIGHLANDS COUNTY CONCURRENCY
4. HIGHLANDS COUNTY PRELIMINARY SITE
5. HIGHLANDS COUNTY FINAL SITE
6. HIGHLANDS COUNTY DRIVE WAY APPLICATION
7. HIGHLANDS COUNTY PUBLIC HEALTH - SEPTIC
LEGEND
PROPOSED CONCRETE
PROPOSED PAVING
RIGHT-OF-WAY LINE
CENTER LINE
PROPERTY LINE
CHAIN LINK FENCE
21
44
45
20
17
18
19
46
47
48
SOFTBALL FIELD
RESTROOMS/ CONCESSIONS
RESTROOMS/ CONCESSIONS/ STORAGE BLDG.
FOOTBALL
FOOTBALL PRACTICE FIELD
SOCCER
RETENTION AREA 1
RETENTION AREA 2
RETENTION AREA 3
RETENTION AREA 4
RETENTION AREA 5
FUTURE BATTING CAGE
PROP. SHORT TOWER ROAD
PROP. SHORT TWIN ROAD
NASTURTIUM AVE.
NDS AVE.
HIGHLANDS AVE./FUTURE PARKWAY
SEABOARD COAST LINE RAILROAD
TOP, TYP.
BOT. TYP.
APPROX. LOCATION EXIST. 10" PVC FORCE MAIN TO BE LOCATED IN THE FIELD
HANDICAPP SPACES PROVIDED: 14 SPACES
PARKING SPACES PROVIDED: 507 TOTAL
S01°00'17"E 1309.86
S01°00'17"E 662.43
S01°00'17"E 647.38
S01°00'17"E 331.19
S01°00'17"E 331.19
N87°47'58"E 332.75
N87°47'58"E 332.75
S87°50'52"W 332.54
S87°46'22"W 665.70
S87°45'34"E 1261.59
S87°44'47"W 1261.80
N87°47'58"E 1167.70
N87°47'58"E 1136.18
N87°49'25"E 665.29
N87°49'25"E 78.64
N87°49'25"E 516.64
N87°50'09"E 1260.36
S87°50'52"W 1260.15
S87°46'22"W 595.69
N01°01'20"W 647.10
S01°01'18"E 647.12
L= 196.03
R= 1841.21
D= 6°06'01"
S33°26'06"E
CH= 195.94
L= 297.89
R= 1841.21
D= 9°16'11"
S41°07'12"E
CH= 297.56
L= 31.93
R= 3220.76
D= 0°34'05"
S22°13'53"E
CH= 31.93
L= 75.73
R= 3220.76
D= 1°20'50"
S23°11'21"E
CH= 75.73
L= 50.04
R= 3220.76
D= 1°36'07"
S21°08'47"E
CH= 50.04
L= 196.01
R= 1831.56
D= 6°07'54"
S27°18'25"E
CH= 195.92
191.84
S20°01'05"E
N01°02'20"W 1041.03
S01°02'20"E 1323.62
N01°02'24"W
N01°02'24"W 1602.07
HIGHLANDS CO. BOARD OF CO. COMM.
SPORTS COMPLEX
SITE BOUNDARY
chastain skillman
engineers - architects - surveyors - scientists
Lakeland Sebring Tampa Atlanta
IMAGED
RECEIVED
REVISED DATE
REVISION NO.
ENGINEER WRC
APPROV. BY
DRAWN BY RAM
ACAD FILE 7160pl.dwg
REV. DATE 7-20-05
SCALE 1"=100'
COPYRIGHT © 2005
ENGINEER: WM. CAUTHAN P.E.
REG. NO. 57767
STATE OF FLORIDA
DRAWING NO.
SHEET 2 OF 15
DCS 7160.91



HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 17, 2021

PRESENTER:	**Jonathan Harrison, Road & Bridge Director** **Chris Mayhew, Invasive Plant Management Supervisor**
SUBJECT/TITLE:	**A Resolution of the Board of County Commissioners of Highlands County, Florida, Pertaining to County Maintained Invasive Plant Management Assets; Providing for Legislative Findings and Intent; Providing for Approval of Counting Maintained Roadways; 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.**

STATEMENT OF ISSUE

The Highlands County Invasive Plant Management (IPM) Division, under the direction of the Road and Bridge Department, is requesting the Board of County Commissioners to formally accept maintenance responsibilities of the attached list of assets. These total number (73) of assets are currently being maintained by the IPM Division. Maintenance funding for these assets will come from the IPM Division's 6304 Cost Center. In order to formalize assets the Road & Bridge Department has provided a descriptive list that is also recorded and/or accessed electronically within the Road and Bridge Cartegraph Asset Management software system.

RECOMMENDED ACTION

Move to approve the Resolution of the Board of County Commissioners of Highlands County, Florida, Pertaining to County Maintained Invasive Plant Management Assets; Providing for Legislative Findings and Intent; Providing for Approval of Counting Maintained Roadways; 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.

FISCAL IMPACT

There is no additional fiscal impact. The operating budget of the Invasive Plant Management Department (Cost Center 6304) covers maintenance activities associated with these assets.

Attachments: Resolution - County Maintained Invasive Plant Assets.pdf
FINAL Revised IP Asset List - 8.9.2021(2).pdf

RESOLUTION NO. 20-21-___

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO COUNTY MAINTAINED INVASIVE PLANT MANAGEMENT ASSETS; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF COUNTY MAINTAINED INVASIVE PLANT MANAGEMENT ASSETS; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AND EFFECTIVE DATE.

WHEREAS, the County owns and maintains various invasive plant management assets throughout the unincorporated Highlands County; and

WHEREAS, the County maintains a list of such maintained invasive plant management assets which it from time to time updates as it deems necessary and appropriate in its sole discretion; and

WHEREAS, the County's Road and Bridge Department has reviewed the current list of maintained invasive plant management assets in the County based on certain evaluation criteria and recommends revisions to the same; and

WHEREAS, the County has determined that it is appropriate and in the best interest of the citizens of and visitors to Highlands County to revise the list of County invasive plant management assets.

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

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

SECTION 2. Approval of County Maintained Invasive Plant Management Assets. The list of County maintained invasive plant management assets attached hereto as **Exhibit "A"** is hereby approved as the current list of County maintained invasive plant management assets and shall supersede and replace any list approved prior to the date of this Resolution.

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

SECTION 4. Savings Clause. All prior actions of Highlands County pertaining to County maintained invasive plant management assets, which is the subject of this Resolution, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

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

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

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

PASSED AND ADOPTED this ____ day of August 2021.

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Scott A. Kirouac, Chairman

ATTEST:

_____
Jerome Kaszubowski
Highlands County Clerk of Court

Exhibit "A"
County Maintained Invasive Plant Management Assets

COUNTY MAINTAINED INVASIVE PLANT ASSETS

ID	Name	Nearest Street
1	OLE SOUTH DITCH	COMMERCE LN
10	ELLIOTT CANAL - 1	SHADE LN
14	WESTERN TO STEARNS CREEK DITCH	MILLER AVE
15	EAST LATERAL OF JACKSON CREEK	US 27
16	JACKSON CREEK - 1	SPARTA RD
17	JACKSON CREEK - 2	SR 66
18	JACKSON CREEK - 3	SR 66
21	WILSON LOOP DITCH	WILSON DR
23	LAKE FRANCIS CANALS	GREENLEAF AVE
25	LAKE HUNTLEY CANAL	LAKE HUNTLEY DR
28	STERN'S CREEK	MILLER AVE
29	LAKE HENRY CANAL - 1	LAKE JUNE RD
30	LAKE HENRY CANAL - 2	LAKE JUNE RD
32	LAKE JUNE CANAL - 1	CATFISH CREEK RD
33	LAKE JUNE CANAL - 2	LAKE JUNE RD
34	LAKE JUNE CANAL - 3	LAKE JUNE RD
35	SYLVAN SHORES CANAL - 1	LAKE CLAY DR
36	SYLVAN SHORE CANAL - 2	OAK AVE
37	SYLVAN SHORES CANAL - 3	LAKE CLAY DR
43	STAR CANALS - 1	N OAK RIDGE DR
46	ISTOKPOGA PARK CANAL	ISTOKPOGA PARK ACCESS RD
49	RUTLEDGE CANAL	HIGHLANDS LAKE DR
54	HENDERSONS CANAL - 2	SILK OAK ST
55	ISTOKPOGA SHORES CANAL - 1	LAKESHORE DR
56	ISTOKPOGA SHORES CANAL - 2	LAKESHORE DR
58	JONQUIL AND LILY DITCH	JONQUIL AVE
59	SPARTA TO LAKE CHARLOTTE DITCH	SPARTA RD
60	JACKSONS CREEK SPILLWAY	TUBBS RD
63	SCHLOSSER CANAL	LAKE DRIVE BLVD
64	COLLEGE DRIVE DITCH	E COLLEGE DR
67	LAKE SEBRING CANAL - 1	S CANAL BLVD
68	HORSE HAMMOCK DITCH	N HORSE HAMMOCK RD
76	HOLLY HILL DITCH	SCRUBPENS RD
79	HYACINTH AVE - DATE RD DITCH	HYACINTH AVE
82	EAST CHAIN - 1	CR 621
83	EAST CHAIN - 2	LAKE CLAY DR
85	LAKE CHARLOTTE CANALS	BASSAGE RD
88	SIRENA TO PEARL DITCH	LAKE DR E
89	WOLF LAKE CANAL - 1	BANYAN RD
90	WOLF LAKE CANAL - 2	SUNRISE WAY
91	WOLF LAKE CANAL - 3	LAKESIDE DR W

ID	Name	Nearest Street
92	WOLF LAKE CANAL - 4	BURKETT AVE
97	SEBRING TO JACKSON CONNECT	LAKEVIEW DR
99	ERIN PARK CANALS	KILLARNEY DR
100	WHITING RETENTION	WHITING DR
101	STURGEON RETENTION	STURGEON DR
102	COLONY POINT RETENTION	BRIARIDGE CIR N
103	LAKE CARRIE DITCH	LAKE CARRIE DR
113	LAKE FRANCIS CANAL	CLOVERLEAF RD
115	EAST CHAIN - 3	LAKE APTHORP DR
117	PINE NEEDLE DITCH	PINE NEEDLE DR

INVASIVE PLANT ASSETS
(REIMBURSED TAXING DISTRICT AREAS)

ID	Name	Nearest Street
5	(TAX DIST) DIANE DITCH - 1	ISLAND PKWY NE
4	(TAX DIST) DIANE DITCH - 2	ISLAND PKWY NE
6	(TAX DIST) ROOSEVELT DITCH	PLACID LAKES BLVD
8	(TAX DIST) CATFISH CREEK	WASHINGTON BLVD NE
31	(TAX DIST) PLACID LAKES CANALS	LAKE GROVES RD NW
74	(TAX DIST) FLAMINGO DITCH	FLAMINGO RD NE
116	(TAX DIST) PLACID LAKES BLVD CANAL	PLACID LAKES BLVD

COUNTY PROPERTY ASSET LOCATIONS

ID	Name	Nearest Street
69	UNIT 1 BARN AND YARD	CR 17 A N
71	MARL PIT DITCHES	CLARK RD MARL PIT ACCESS RD
72	UNIT 3 BARN AND YARD	CR 621
73	UNIT 2 BARN AND YARD	GEORGE BLVD
93	WINDY POINT MITIGATION	BOAT RAMP RD
94	ISTOKPOGA PARK	ISTOKPOGA ACCESS RD
96	SHELL PIT	SHELL PIT
112	INVASIVE PLANT OFFICE/SHOP	GEORGE BLVD

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: July 20, 2021

PRESENTER:	**Randy Vosburg, County Administrator** **Sherry Sutphen, County Attorney** **Clinton Howerton, Jr., P.E., County Engineer**
SUBJECT/TITLE:	**Request to hear the appeal of "habitual violator" status of Waste Connections pursuant to Section 13.4 of the Solid Waste Franchise Agreement between Waste Connections and Highlands County or consider a Solid Waste Franchise Agreement amendment.**

STATEMENT OF ISSUE

On May 7, 2021, the County Administrator issued a letter to Waste Connections declaring the company to be a "habitual violator" of the current Franchise Contract for Solid Waste and Recyclable Materials Collection and Construction, Operation, and Transfer of a Recyclables Transfer Facility Contract. Waste Connections of Florida, Inc. has requested to appeal the declaration and the HCBCC has agreed to hear the appeal.
During this process, staff has prepared an agreement for consideration to modify the current contract (attached). If amendment is adopted, staff would resend the habitual violator findings in leu of the new agreement and fine structure going forward.

RECOMMENDED ACTION

Move to direct staff to finalize proposed changes to the Solid Waste Franchise Agreement between Waste Connections of Florida Inc. and Highlands County in leu of entering a finding ref appeal of Habitual Violator letter of May 7, 2021.

FISCAL IMPACT

No Fiscal Impact.

Attachments: AMENDMENT TO FRANCHISE CONTRACT FOR SOLID WASTE AND RECYCLABLE MATERIALS.draft.080321.pdf

FIRST AMENDMENT TO FRANCHISE CONTRACT FOR SOLID WASTE AND RECYCLABLE MATERIALS DATED JUNE 3, 2016

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 WASTE CONNECTIONS OF FLORIDA, INC., formerly PROGRESSIVE WASTE SOLUTIONS OF FLORIDA, INC., 3 Waterway Square Pl., Suite 110, The Woodlands, Texas, 77380, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the Highlands County Board of County Commissioners is the governing body of a certain Municipal Service Benefit Unit ("MSBU") for Solid Waste Collection & Disposal in Highlands County; and

WHEREAS, the COUNTY and CONTRACTOR have entered into an agreement for Solid Waste and Recyclables on June 3, 2016; and,

WHEREAS, Florida Statute Section 403.706 requires that the COUNTY implement a recycling program with a goal of an increasing percentage of solid waste used for recycling; and,

WHEREAS, Florida Statute Section 403.706, as revised effective July 1, 2020, requires that any contract between the COUNTY and CONTRACTOR contain provisions for "identifying, documenting, managing, and rejecting contaminated recyclable material and strategies and obligations of the County to reduce the amount of contaminated recyclable material being collected and processed; and,

WHEREAS, despite the educational and public awareness efforts of the COUNTY and CONTRACTOR, there remains an excessive amount of contaminants in the Recyclable materials being collected curbside which has resulted in a majority of loads being disposed of as waste and not recycled; and,

WHEREAS, the COUNTY has determined that it is not in its interest for the CONTRACTOR to build an Operations Facility;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree to amend the FA as follows:

I. RECITALS.

The above Recitals are true and correct and are incorporated herein by this reference.

II. PARTY NAMES AND REFERENCES:

This amendment shall revise the name of the contractor as Waste Connections of Florida, Inc., formerly Progressive Waste Solutions of FL, Inc.

III. AMEND PAGE 1 REFERENCE TO OPERATIONS FACILITY

The opening paragraph, as well as Whereas Clauses 5 and 8, on Page 1 of the Agreement, are hereby amended to delete any and all reference to the "Operations Facility".

IV. DEFINITIONS: Add definition of:

Contaminated Residential Recycling Material shall mean Residential Material that contains more than twenty-five percent (25%), by volume or weight, non-recyclable, non-recoverable material collected along with recycling material that are not on the list of Acceptable Recyclables provided for in Attachment "I" to this Amendment. For the purpose of this definition only, the weight or volume of the material may be based on a visual inspection or photographs of the subject material.

V. SECTION 3.2 CURBSIDE RESIDENTIAL COLLECTION SERVICE AMEND AS FOLLOWS:

A. Revise Section 3.2.1 and 3.2.3. Remove the language "and Recyclables" from 3.2.1, Remove the language "and Recyclable Materials" from the second sentence of 3.2.3. Revise the second sentence of 3.2.3 to read "The Contractor shall supply and distribute the necessary materials to cover the existing recycling designation on the green carts to indicate that they are to be used for garbage and rubbish collection and collect (i) Garbage and Rubbish placed at curbside in both the green and the blue Carts provided by the Contractor …". Remove item (ii) from 3.2.3 and renumber item (iii) to (ii) and number (iv) to (iii).

B. Add New Section 3.2.7:
The Contractor shall record, investigate and resolve all Customer complaints within 24 hours of the receipt of the complaint. The Contractor shall maintain an accurate log and send a copy of the log, the investigation report, and the resolution document to the Highlands County Contract Administrator at the end of each week. Failure to provide the information required herein will result in the imposition of administrative charges.

VI. SECTION 3.3 COMMERCIAL SOLID WASTE COLLECTION SERVICE

A. Section 3.3.4 is hereby amended as follows:

The Contractor shall record, investigate and resolve all Customer complaints within 24 hours of receipt of the complaint. The Contractor shall maintain an accurate log and send a copy of the log, the investigation report, and the resolution document to the Highlands County Contract Administrator at the end of each week. Failure to

provide the information required herein will result in the imposition of administrative charges.

B. Add New Section 3.3.7:

(1) Use of Residential Carts for small businesses: Because it is more efficient and appropriate to collect commercial locations which do not generate enough quantities of solid waste to justify commercial dumpster services, the Contractor may use the carts also used for residential purposes, with the prior approval of the Contract Administrator. In these cases, the County will be responsible for the billing and collection of the payments for the Curbside Commercial Collection Service. The Contractor shall be entitled to eighty-five percent (85%) of the rate established in Attachment "C" The remaining fifteen (15%) percent is to be provided as a tipping fee to the County. Schedule for Maximum Commercial Rates and will be billed per Cart. Collection of the solid waste from these customers will occur on the regularly scheduled residential collection routes.
(2) EMS Stations, Fire Stations and Churches are to be collected under the residential rate established by this agreement.

C. Add Section 3.3.8:
Contractor's exclusive rights to commercial service shall not apply to "junk removal service" providers or "construction and demolition debris removal service" companies.

VII. SECTION 3.4: REVISED AS FOLLOWS:

Subsection 3.4.1 is deleted in its entirety and replaced with the following:

1. County will select up to six (6) Drop-Off Recycling facilities within the County, which will be open on the days and hours determined by the County.
2. Contractor will provide the necessary and appropriately sized containers for the facilities, including a two, or four yard containers for disposal of non-recycling materials and daily disposal of the non-recyclable materials that will be picked up with a front load truck.
3. Contractor will provide personnel to supervise the facility to insure compliance by collecting not collecting Contaminated Residential Recycling Material. Staffing may be limited to fifteen (15) hours per week for each recycling location per week. No collection activities may occur at a Drop-off Recycling facility without supervision of the Contractor.
4. County will construct vehicle access areas, install signage and will include a six foot, chain link fence and gates to limit access during closed periods.
5. Contractor will arrange for regular pick up/exchange of the containers contents for transport to the RTF at a minimum of two (2) times per week.

6. Pursuant to Florida Statutes, Section 403.706, the County and Contractor have implemented this program to avoid Contaminated Residential Recycling Material.
7. The County and the Contractor will jointly engage in education efforts related to this recycling program in order to avoid collection of Contaminated Residential Recycling Material.

VIII. Add Section 3.5.1: For the purposes of insuring compliance with the time and frequency of disposal, Waste Connections shall specify a maximum units/time per route to ensure routes may be accomplished within the scheduled day and provide adequate additional time to overcome minor delays. (i.e. Routes established not to exceed either a maximum number of service stops per day of 900 units or 8 hours per day, including travel and disposal time, per route, whichever is less).

IX. Section 3.6: Delete the language "Residential Recycling Materials Collection Service" and "and Residential Classified as Commercial Recyclable Materials Collection Service" from the paragraph.

X. Section 3.7 is deleted and replaced with the following: Pursuant to the requirements of section 8.5-24(a)(3) of the Highlands County Code, the Contractor shall throughout the term of this Contract provide a suitable office within Highlands County, Florida where questions and complaints will be received. The office shall be equipped with sufficient telephone lines and equipment, and shall have responsible persons in charge during Collection hours and shall be open during normal business hours, 7:30 a.m. to 5:00 p.m. Monday through Friday and 7:30 a.m. through 12:00 p.m. on Saturday. In addition, sufficient personnel shall answer phone calls for customer service beginning at 7:30 AM and continuing throughout the day as long as any Collection vehicles are working. The Contractor shall also have a website for the purpose of providing information to residential and commercial customers. The Contractor shall provide a contact person for the County to reach during all non-office hours. The contact person must have the ability to authorize Contractor operation in case of County direction or situations requiring immediate attention.

XI. Section 3.8: The number of verified complaints per month shall be revised to 0.15% of the number of units being serviced each month. This is to include commercial units as well. Delays or service issues caused by Acts of God shall not be considered verified complaints.

XII. Section 3.14: "Recycling Materials" is deleted from this paragraph.

XIII. New Section 3.15: Criteria for Determining a Roadway is Impassable:

a. Contractor is to provide notice four (4) weeks in advance (if possible) of its position that roadway is impassable by normal collection vehicle.

b. County will inspect the roadway for its final decision for determining if the roadway is impassable or not.
c. If the County deems the roadway impassable, the County will provide notice to affected property owners allowing the owners to resolve the condition rendering roadway impassable.
d. If the roadway condition is not resolved within two weeks from notice, the affected property owners will be advised by the County to place collection containers at a location accessible to the collection vehicles. Contractor shall continue to pick up (with smaller equipment if necessary) until the collection containers can be moved to an accessible location for side arm and rear loan trucks.

XIV. SECTION 4.1

A. 4.1.5.1: Amended: Beginning on the Commencement Date, Contractor shall accept, at the RTF, deliveries of Recyclables delivered from a variety of different trucks including, but not limited to, packer trucks, roll-off trucks, tractor-trailer transfer vehicles, rear-discharging tilt-bed and side-discharging tilt-bed collection vehicles used by the Contractor. At no cost to County or Customer or Revenue to County or Customer, Contractor shall also collect, transfer, process, and market Recyclables from schools and government buildings, including within the incorporated municipalities. Any Recycling receptacles provided by Contractor for collection of Recyclables at government and school buildings pursuant to this Contract shall remain the property of Contractor during and upon termination of this Contract.

B. 4.1.5.4: Allowable contamination is twenty-five percent (25%) or less of inbound materials to the RTF

XV. SECTION 4.2 is deleted and replaced with the following: The Contractor shall throughout the term of this contract maintain and operate a maintenance facility within Highlands County. Maintenance facility means a real property location, either owned or leased by the Contractor for the term of this Contract that shall be utilized by the Contractor for the storage, keeping, and service of equipment needed by the Contractor to provide all services under this Contract. The equipment maintenance areas shall be under roof and have a concrete floor. Contractor shall allow County staff to visit the facility for inspections any time the Contractor has personnel on site.

XVI. SECTION 4.3 is deleted and replaced with the following:

The ownership of the RTF Transfer Building located on County property shall automatically become the exclusive property of the County upon the termination or conclusion of the Franchise Agreement, whichever occurs first, at no cost to the County and with no action needed by either party to effect said transfer.

XVII. SECTION 4.4: Delete “and Operations Facility”

XVIII. Section 5.5:

a. Revise 5.5.1 – CPI index month revised from August of each year to April of each year.
b. Section 5.5 – Add 5.5.1.1 Rate adjustments shall be applied to commercial fees specified in Attachment C. CPI adjustments shall be effective beginning October 1, 2021

XIX. SECTION 11.1

a. All existing $100.00 administrative charges shall increase to $500.00 per incident.
b. Item (4), response time shall be changed from 48 hours to 24 hours
c. Add item (14) Failure to resolve complaints pursuant to sections 3.2.7 and 3.3.4
d. Add item (15) Failure to provide contracted Commercial Solid Waste Collection Service as defined within commercial customer contract.
e. All existing $500.00 administrative fees shall increase to $2500.00 per incident and add "Contractor Commercial Customers in item (1) dealing with comingling.
f. Revise item (2) to read "Failure to complete, either partially or totally, a route on the regular scheduled collection day shall result in an administrative charge of $2500 for each route per day not completed.

XX. SECTION 12.

Notices: If to Contractor:
Waste Connections of FL, Inc.
5151 Kenilworth Blvd.
Sebring, FL 33870
Attention: Facility Manager

Copy to:
Waste Connections of FL, Inc.
Attn: Legal Department
3 Waterway Square Place, Suite 110
The Woodlands, TX 77380

XXI. Section 31.7 deleted and replaced with the following:
Vehicle and Collection Equipment Maintenance. The Contractor shall have on hand at all times and in good working order such equipment as shall permit the Contractor to adequately and efficiently perform the contractual duties specified in this Contract. The Contractor shall keep all collection vehicles, bins and equipment in good repair and maintained in a clean, safe and sanitary manner and meet community standards of appearance at all times. The County shall be the sole judge of community standards of appearance. At a minimum all vehicles shall be washed at least every two weeks and all compactors, and other Contractor owned Containers are to be cleaned (washed) and sanitized as needed or when requested by the County, or at least twice annually. The County has the right to inspect collection equipment during collection routes. Collection vehicles shall not exceed 10-years in age. On an annual basis the Contractor

shall provide, in a format specified by the Contract Administrator, a list of the equipment to be used by the Contractor to provide services relating to this Contract. The Contractor shall have available reserve equipment that will be put into service within (2) hours of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by the Contractor to perform the contractual duties. The Contractors vehicles, roll-off Containers, dumpsters and other equipment must be clearly identified with the name, phone number of the company's local office and equipment number on each side of the equipment identification number shall also be on the front and rear of each vehicle.

XXII. Add new Sections 31.11 through 31.18:

31.11 The Contractor shall not litter nor cause any spillage to occur upon the premises, roadway, and right-of-way. During hauling, all Solid Waste and Vegetative Waste shall be contained, tied, or enclosed so that leaking, spilling and blowing is prevented. In the event of any spillage or leakage by the Contractor, for any reason or source, the Contractor shall promptly (within 8 hours) clean up all spillage and leakage at no cost to the County or the customer. The County shall be notified of hydraulic spills within two (2) hours of occurrence.

31.12 The Contractor shall assign a sufficient number of persons to be in charge of the operation within the service area and shall give the name(s) of the person(s) and contact telephone numbers to the contract administrator.

31.13 The Contractor's collection employees shall wear a uniform shirt clearly identifying the company's name during collection operations. Temporary employees or subcontracted employees performing collection services shall wear a safety vest that clearly displays the Contractor's name.

31.14 Each driver of a collection vehicle shall at all times carry a Florida driver's license of appropriate class required for the vehicle being driven.

31.15 Contractor shall develop and maintain a "Customer Service Manual" summarizing contract requirements related to all collection and business services. A copy of such manual shall be provided to the County for review annually.

31.16 The Contractor shall provide operating and safety training for all personnel. County staff shall be allowed to train Contractor personnel on Solid Waste programs and work with the Contractor's personnel in the field.

31.17 The Contractor's employees shall treat all customers in a polite and courteous manner. Threatening of customers or warning customers of fines and penalties is prohibited.

31.18 The Contractor shall provide emergency contact phone numbers including office, home, cellular, and email addresses for all key personnel.

XXIII. Attachment B: CART REQUIREMENTS: Revised to include:

1. Residential Curbside Customers may use the current 65 gallon, green/yellow cart previously used for curbside recycling collection, for Garbage and Rubbish.

2. Contractor shall produce and distribute material to cover the existing recycling designation on the carts to indicate that the carts are to be used for Garbage and Rubbish.

3. Contractor shall pick up both carts, if they are placed curbside, on the days scheduled for Garbage/Rubbish pick up.

XXIV. All other terms remain in full force and effect. To the extent of any conflict between this Amendment and the original Franchise Agreement between the parties, this Amendment shall prevail.

(*Signatures on the following page*)

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the ____ day of _____, 2021.

BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY

_____
Scott Kirouac, Chairman

ATTEST:

_____
Jerome Kaszubowski, Clerk

CONTRACTOR

By: _____

Print: _____

Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization of _____, as _____, of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 2021.

(stamp)

_____
NOTARY PUBLIC, State of Florida

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 17, 2021

PRESENTER:	**Randy Vosburg, County Administrator** **David Nitz, OMB Manager**
SUBJECT/TITLE:	**Presentation to consider the Proposed Budget for FY 21/22.**

STATEMENT OF ISSUE

Administration, Board departments, Constitutional Officers and OMB staff have been reviewing the Recommended Budget as presented July 6, 2021, and making numerous changes as directed by the Board and Administration. OMB staff is presenting the Proposed Budget document for the Board's consideration and input.

RECOMMENDED ACTION

No Action Required

FISCAL IMPACT

The fiscal impact for the Proposed Budget is the current budget amount of all funds totaling $157,374,201.

Attachments: Proposed 21-22 Budget Presentation - 8-17-21.pdf

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

FISCAL YEAR 2021-2022

PROPOSED BUDGET

AUGUST 17, 2021

FY21-22 Proposed Budget vs FY20-21 Adopted Budget

FY20-21 Adopted Budget $159,180,897
FY21-22 Proposed Budget $157,374,201

Fund	Fund Title	FY20-21 Adopted Budget	FY21-22 Proposed Budget	Change
420	Energy Recovery	$ 3,869,470	$ 4,033,108	$ 163,638
401	Solid Waste	12,161,977	16,124,598	3,962,621
181	Fire Assessment	5,934,148	6,066,517	132,369
110	Transportation	13,353,242	12, 544,869	(808,373)
151	Infrastructure	34,792,431	26,119,098	(8,673,333)
005	General Fund	73,522,179	77,000,685	3,478,506
various	All Other Funds	15,547,440	15,485,326	(62,114)
	Total Budget	**$ 159,180,887**	**$ 157,374,201**	**$ (1,806,686)**

GENERAL FUND

Recommended Budget	**$77,685,153**
Proposed Budget	**77,000,685**
Total Changes to Date	**$ 684,468**

- Includes Net Expenditure Reductions of $1,262,503 Less Add'l Grant Revenue/ Expenditures of $578,035.

GENERAL FUND
2 Yr Budget Comparison

	FY 20/21 Adopted Budget	FY 21/22 Proposed Budget**	Proposed Budget Increase	% Increase
General Fund Depts. – Board; BOCC – Other (mandates, etc)	$ 28,803,238	$ 29,115,996	$ 312,758	1.09%
Sheriff	30,507,451	32,238,516	1,731,065	5.67%
Law Enforcement-BOCC	3,195,819	3,918,089	722,270	22.60%*
E911 Program/Dispatch	744,647	785,959	41,312	5.55%
Clerk of Courts	4,263,543	4,432,977	169,434	3.97%
Property Appraiser	3,221,865	3,317,018	95,153	2.95%
Tax Collector	1,886,694	1,968,654	81,960	4.34%
Supervisor of Elections	898,922	1,223,476	324,554	36.10%
TOTAL	**$ 73,522,179**	**$ 77,344,857**	**$ 3,478,506**	**4.73%**

***Less Add'l Grant Revenue/Expenditures of $578,035 –> 4.51%**
Overall % Increase Drops to 3.95% When Adjusted for Add'l Grants

FUND BALANCE POSITION

September 30, 2020 CAFR Unassigned Fund Balance	$17,524,589
Extraordinary Revenue Collections in FY20/21:	
- ARPA 'Lost Revenue' Calculation (General Fund Only)	859,435
- Land Sales Exceeding Budget	2,500,000
Fund Balance Budgeted in FY 21/22	(1,696,689)
Estimated Unassigned Fund Balance Available	$19,187,335
General Fund Proposed Budget FY 21/22	$77,000,685
100% Grant Programs	(1,936,964)
Capital Items	(294,439)
Transfers to Other Funds	(1,335,704)
Reserve for Contingency	(481,500)
Total General Fund Balance Per Policy	$72,952,078
One Month Expenditures	$ 6,079,340
Number of Months of Available Fund Balance	3.16 Months

General Fund - Currently @ 8.55 mils with $1,696,689 in Fund Balance

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Budget Final Options:

- Identify Additional Reductions/Revenues
- Leave Fund Balance @ $1,696,689
- Combination of any of the above

SCHEDULED BUDGET MEETINGS

- September 9, 5:30 PM – 1st Public Hearing Tentative Budget
- September 21, 5:30 PM – 2nd Public Hearing Tentative Budget

Discussion

Questions



HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 17 2021

PRESENTER:	**Brandon Gunn, Purchasing Agent** **Tanya Cannady, CPA, CDM, Business Services Director**
SUBJECT/TITLE:	**Request approval to move forward with the sale of 574 County owned surplus properties and provide the Chair the authority to execute the Sale and Purchase Agreements and Deeds.**

STATEMENT OF ISSUE

The Board has approved the sale of various County owned properties. Staff initiated a sale of certain properties through the County's competitive bid process (ITB 21-019), in accordance with Florida Statutes 125.35.

The County received and opened bids on those properties on July 1st, 2021 and is recommending the sale of 574 properties as identified in the attached Notice of Intent to Award Sale.

In accordance with Ordinance 16-17-08, the Notice of Intent to Accept Offer was posted on August 2nd, 2021. The buyers have provided a 10% deposit on the property they are purchasing. The sale will be completed within 90 days.

Total this sale $3,443,725.96
Total FY 2021 Sales to Date $4,223,688.21

RECOMMENDED ACTION

Move to approved the sale of 574 County owned surplus properties and provide the Chair the authority to execute the Sale and Purchase Agreements and Deeds.

FISCAL IMPACT

The fiscal impact is revenue totaling $3,443,725.96 to the General Fund from sale of the properties and the properties will be back on the Tax Roll.

Attachments: Notice of Intent.pdf

HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS
PURCHASING DIVISION

NOTICE OF INTENT TO ACCEPT OFFER TO PURCHASE SURPLUS PROPERTY

ITB 21-019 - SALE OF SURPLUS COUNTY PROPERTY

Parcel ID	Address	Min	Offer	Bidder	Recommend
C-04-34-28-151-7390-0050	5529 SAVONA DR, SEBRING	$ 5,400.00	$ 6,510.00	2020 FLORIDA LAND LLC	Yes
C-24-35-28-060-0100-0230	5900 HAZEL RD, SEBRING	$ 2,700.00	$ 3,075.00	Akash Bissoon	Yes
S-33-34-29-100-1690-0012	2109 STEINER AVE, SEBRING	$ 3,172.50	$ 3,525.00	Akash Bissoon	Yes
C-10-35-30-020-0000-0050	1617 DUANE PALMER BLVD, SEBRING	$ 13,500.00	$ 15,002.00	Alpha Brands LLC	Yes
C-10-35-30-020-0000-0060	1621 DUANE PALMER BLVD, SEBRING	$ 13,500.00	$ 15,002.00	Alpha Brands LLC	Yes
C-15-35-30-020-00K0-0210	7109 SPRING HILL RD, SEBRING	$ 4,725.00	$ 6,801.00	Alpha Brands LLC	Yes
C-04-34-28-050-0570-0200	4115 EL RADO AVE, SEBRING	$ 5,175.00	$ 6,202.00	Alvanis Inc.	Yes
C-04-34-28-050-0610-0210	6451 ORDUNA DR, SEBRING	$ 5,175.00	$ 6,200.00	Alvanis Inc.	Yes
C-04-34-28-150-3100-0020	5517 PONCE DE LEON BLVD, SEBRING	$ 5,400.00	$ 6,502.00	Alvanis Inc.	Yes
C-04-34-28-150-3100-0030	5511 PONCE DE LEON BLVD, SEBRING	$ 5,400.00	$ 6,502.00	Alvanis Inc.	Yes
C-04-34-28-150-3100-0050	5421 PONCE DE LEON BLVD, SEBRING	$ 5,400.00	$ 6,502.00	Alvanis Inc.	Yes
C-04-34-28-150-3100-0070	5333 PONCE DE LEON BLVD, SEBRING	$ 5,400.00	$ 6,502.00	Alvanis Inc.	Yes
C-04-34-28-160-3550-0330	5268 PEBBLE BEACH DR, SEBRING	$ 5,454.00	$ 7,643.00	Angel Vazquez	Yes
C-04-34-28-160-3550-0340	5272 PEBBLE BEACH DR, SEBRING	$ 5,454.00	$ 7,888.00	Angel Vazquez	Yes
C-04-34-28-020-0240-0140	3706 SANTIAGO ST, SEBRING	$ 2,880.00	$ 4,000.00	Big Mo Investments LLC	Yes
C-14-37-29-161-1710-0050	100 AUDREY AVE, LAKE PLACID	$ 4,050.00	$ 5,000.00	Big Mo Investments LLC	Yes
C-21-36-29-090-327A-0070	532 WILDFLOWER ST, LAKE PLACID	$ 2,700.00	$ 4,000.00	Big Mo Investments LLC	Yes
C-04-34-28-160-3400-0200	7006 SAN BENITO DR, SEBRING	$ 13,500.00	$ 15,566.00	Carlos Mori	Yes
C-03-35-29-030-1014-0020	4908 BARNUM ST, SEBRING	$ 4,888.80	$ 5,400.00	Cristy Rodriguez	Yes
A-26-33-28-140-0000-0033	203 WILLIAMS GRAY CT, AVON PARK	$ 1,871.10	$ 2,500.00	SAS Construction	Yes
C-04-34-28-251-7320-0030	5500 COLUMBUS BLVD, SEBRING	$ 1,611.00	$ 8,500.00	Crystal Gaddist	Yes
C-04-34-28-160-3400-0150	6729 JILL ST, SEBRING	$ 13,500.00	$ 15,660.00	Dmitry Zaytsev	Yes
C-04-34-28-110-1850-0400	5639 VIRTUDES ST, SEBRING	$ 1,800.00	$ 2,800.00	Enrique Escobar	Yes
C-04-34-28-110-1850-0410	5627 VIRTUDES ST, SEBRING	$ 1,800.00	$ 2,800.00	Enrique Escobar	Yes
C-04-34-28-110-1850-0440	5537 VIRTUDES ST, SEBRING	$ 1,800.00	$ 2,800.00	Enrique Escobar	Yes

Parcel ID	Address	Min	Offer	Bidder	Recommend
C-15-35-30-040-00E0-0150	300 MIRADOR DR, SEBRING	$ 14,850.00	$ 16,551.00	Eric Naim	Yes
C-24-35-28-040-0200-0020	1225 VIBURNUM DR, SEBRING	$ 3,960.00	$ 4,555.00	Eric Naim	Yes
C-14-37-29-090-1200-0410	226 WASHINGTON BLVD NE, LAKE PLACID	$ 4,500.00	$ 4,725.00	Felix Prado	Yes
C-04-34-28-180-3790-0320	5212 SUE DR, SEBRING	$ 5,400.00	$ 6,400.00	GE Investments of Polk, LLC	Yes
C-04-34-28-180-3790-0330	5224 SUE DR, SEBRING	$ 5,400.00	$ 6,400.00	GE Investments of Polk, LLC	Yes
C-04-34-28-180-3790-0340	5236 SUE DR, SEBRING	$ 5,400.00	$ 6,400.00	GE Investments of Polk, LLC	Yes
C-04-34-28-180-3800-0020	5247 SUE DR, SEBRING	$ 5,400.00	$ 6,400.00	GE Investments of Polk, LLC	Yes
C-20-36-30-100-0240-0070	791 LAKEMONT DR, LAKE PLACID	$ 8,100.00	$ 9,000.00	Gustavo Martinez	Yes
C-22-37-30-110-1020-0290	232 LAKELAND DR, LAKE PLACID	$ 1,800.00	$ 3,000.00	Gustavo Martinez	Yes
C-22-37-30-400-0080-0010	345 TANNERY LN, LAKE PLACID	$ 7,200.00	$ 8,500.00	Gustavo Martinez	Yes
C-01-33-28-010-0001-2326	413 N Walker Road, AVON PARK	$ 2,700.00	$ 3,000.00	Harry Torres	Yes
C-21-36-29-170-4070-0090	3417 FORREST RIDGE AVE, LAKE PLACID	$ 4,500.00	$ 5,000.00	Harry Torres	Yes
S-33-34-29-020-00C0-0060	1530 MELADY AVE, SEBRING	$ 6,750.00	$ 7,000.00	Harry Torres	Yes
C-04-34-28-080-0820-0110	4313 TREVINO AVE, SEBRING	$ 640.00	$ 2,000.00	Hector Medina	Yes
C-04-34-28-080-0990-0130	7941 ZAMORA AVE , SEBRING	$ 640.00	$ 2,000.00	Hector Medina	Yes
C-04-34-28-160-3550-0350	5276 PEBBLE BEACH DR, SEBRING	$ 5,454.00	$ 7,160.00	Hornick Homes Inc.	Yes
C-04-34-28-160-3550-0360	5280 PEBBLE BEACH DR, SEBRING	$ 5,454.00	$ 7,160.00	Hornick Homes Inc.	Yes
C-04-34-28-160-3550-0370	5282 PEBBLE BEACH DR, SEBRING	$ 5,454.00	$ 7,160.00	Hornick Homes Inc.	Yes
C-04-34-28-180-3900-0010	5616 PONCE DE LEON BLVD, SEBRING	$ 4,500.00	$ 6,160.00	Hornick Homes Inc.	Yes
C-04-34-28-180-3900-0020	4735 GRANELLO ST, SEBRING	$ 4,500.00	$ 6,160.00	Hornick Homes Inc.	Yes
C-04-34-28-180-3900-0160	4510 ADRIENNE ST, SEBRING	$ 4,500.00	$ 6,160.00	Hornick Homes Inc.	Yes
C-04-34-28-180-3900-0170	4514 ADRIENNE ST, SEBRING	$ 4,500.00	$ 6,160.00	Hornick Homes Inc.	Yes
C-04-34-28-180-3900-0180	4522 ADRIENNE ST, SEBRING	$ 4,500.00	$ 6,160.00	Hornick Homes Inc.	Yes
C-04-34-28-180-3900-0190	4536 ADRIENNE ST, SEBRING	$ 4,500.00	$ 6,160.00	Hornick Homes Inc.	Yes
C-04-34-28-180-3900-0200	4548 ADRIENNE ST, SEBRING	$ 4,500.00	$ 6,160.00	Hornick Homes Inc.	Yes
C-04-34-28-180-3900-0210	4600 ADRIENNE ST, SEBRING	$ 4,500.00	$ 6,160.00	Hornick Homes Inc.	Yes
C-04-34-28-180-3900-0220	4610 ADRIENNE ST, SEBRING	$ 4,500.00	$ 6,160.00	Hornick Homes Inc.	Yes
C-04-34-28-180-3900-0280	4712 ADRIENNE ST, SEBRING	$ 4,500.00	$ 6,160.00	Hornick Homes Inc.	Yes
C-04-34-28-180-3900-0290	4720 ADRIENNE ST, SEBRING	$ 4,500.00	$ 6,160.00	Hornick Homes Inc.	Yes
C-04-34-28-180-3900-0300	4728 ADRIENNE ST, SEBRING	$ 4,500.00	$ 6,160.00	Hornick Homes Inc.	Yes
C-04-34-28-180-3900-0310	4734 ADRIENNE ST, SEBRING	$ 4,500.00	$ 6,160.00	Hornick Homes Inc.	Yes
C-04-34-28-180-3910-0120	4547 ADRIENNE ST, SEBRING	$ 4,500.00	$ 6,160.00	Hornick Homes Inc.	Yes

Parcel ID	Address	Min	Offer	Bidder	Recommend
C-04-34-28-180-3910-0130	4535 ADRIENNE ST, SEBRING	$ 4,500.00	$ 6,160.00	Hornick Homes Inc.	Yes
C-04-34-28-180-3910-0140	4521 ADRIENNE ST, SEBRING	$ 4,500.00	$ 6,160.00	Hornick Homes Inc.	Yes
C-04-34-28-200-4170-0240	6381 ALGARINGO AVE, SEBRING	$ 1,800.00	$ 3,160.00	Hornick Homes Inc.	Yes
C-04-34-28-250-4840-0150	5933 MONEGRO ST, SEBRING	$ 5,400.00	$ 7,160.00	Hornick Homes Inc.	Yes
C-04-34-28-250-4840-0160	6003 MONEGRO ST, SEBRING	$ 5,400.00	$ 7,160.00	Hornick Homes Inc.	Yes
C-04-34-28-250-4840-0170	6019 MONEGRO ST, SEBRING	$ 5,400.00	$ 7,160.00	Hornick Homes Inc.	Yes
C-04-34-28-250-4840-0180	6035 MONEGRO ST, SEBRING	$ 5,400.00	$ 7,160.00	Hornick Homes Inc.	Yes
C-04-34-28-250-4840-0190	6041 MONEGRO ST, SEBRING	$ 5,400.00	$ 7,160.00	Hornick Homes Inc.	Yes
C-04-34-28-250-4840-0200	6061 MONEGRO ST, SEBRING	$ 5,400.00	$ 7,160.00	Hornick Homes Inc.	Yes
C-04-34-28-250-4840-0220	6109 MONEGRO ST, SEBRING	$ 5,400.00	$ 7,160.00	Hornick Homes Inc.	Yes
C-04-34-28-250-4840-0270	6151 MONEGRO ST, SEBRING	$ 5,400.00	$ 7,160.00	Hornick Homes Inc.	Yes
C-04-34-28-250-4870-0010	6150 MONEGRO ST, SEBRING	$ 5,400.00	$ 7,160.00	Hornick Homes Inc.	Yes
C-04-34-28-250-4870-0020	6142 MONEGRO ST, SEBRING	$ 5,400.00	$ 7,160.00	Hornick Homes Inc.	Yes
C-04-34-28-250-4870-0030	6136 MONEGRO ST, SEBRING	$ 5,400.00	$ 7,160.00	Hornick Homes Inc.	Yes
C-04-34-28-250-4870-0040	6124 MONEGRO ST, SEBRING	$ 5,400.00	$ 7,160.00	Hornick Homes Inc.	Yes
C-04-34-28-250-4870-0050	6116 MONEGRO ST, SEBRING	$ 5,400.00	$ 7,160.00	Hornick Homes Inc.	Yes
C-04-34-28-250-4870-0060	6108 MONEGRO ST, SEBRING	$ 5,400.00	$ 7,160.00	Hornick Homes Inc.	Yes
C-04-34-28-250-4870-0070	6100 MONEGRO ST, SEBRING	$ 5,400.00	$ 7,160.00	Hornick Homes Inc.	Yes
C-04-34-28-250-4870-0080	6060 MONEGRO ST, SEBRING	$ 5,400.00	$ 7,160.00	Hornick Homes Inc.	Yes
C-04-34-28-250-4870-0090	6042 MONEGRO ST, SEBRING	$ 5,400.00	$ 7,160.00	Hornick Homes Inc.	Yes
C-04-34-28-250-4870-0100	6036 MONEGRO ST, SEBRING	$ 5,400.00	$ 7,160.00	Hornick Homes Inc.	Yes
C-04-34-28-250-4870-0110	6020 MONEGRO ST, SEBRING	$ 5,400.00	$ 7,160.00	Hornick Homes Inc.	Yes
C-04-34-28-250-4870-0120	6000 MONEGRO ST, SEBRING	$ 5,400.00	$ 7,160.00	Hornick Homes Inc.	Yes
C-04-34-28-250-4870-0140	5925 NEVADA ST, SEBRING	$ 5,400.00	$ 7,160.00	Hornick Homes Inc.	Yes
C-04-34-28-250-4870-0150	5939 NEVADA ST, SEBRING	$ 5,400.00	$ 7,160.00	Hornick Homes Inc.	Yes
C-04-34-28-250-4870-0160	5941 NEVADA ST, SEBRING	$ 5,400.00	$ 7,160.00	Hornick Homes Inc.	Yes
C-04-34-28-250-4870-0170	5949 NEVADA ST, SEBRING	$ 5,400.00	$ 7,160.00	Hornick Homes Inc.	Yes
C-04-34-28-250-4870-0180	6001 NEVADA ST, SEBRING	$ 5,400.00	$ 7,160.00	Hornick Homes Inc.	Yes
C-04-34-28-250-4870-0190	6009 NEVADA ST, SEBRING	$ 5,400.00	$ 7,160.00	Hornick Homes Inc.	Yes
C-04-34-28-250-4870-0200	6021 NEVADA ST, SEBRING	$ 5,400.00	$ 7,160.00	Hornick Homes Inc.	Yes
C-04-34-28-250-4870-0210	6033 NEVADA ST, SEBRING	$ 5,400.00	$ 7,160.00	Hornick Homes Inc.	Yes
C-04-34-28-250-4870-0220	6041 NEVADA ST, SEBRING	$ 5,400.00	$ 7,160.00	Hornick Homes Inc.	Yes

Parcel ID	Address	Min	Offer	Bidder	Recommend
C-04-34-28-250-4870-0230	6049 NEVADA ST, SEBRING	$ 5,400.00	$ 7,160.00	Hornick Homes Inc.	Yes
C-04-34-28-250-4870-0240	6057 NEVADA ST, SEBRING	$ 5,400.00	$ 7,160.00	Hornick Homes Inc.	Yes
C-04-34-28-250-4910-0110	6056 MICHELANGELO ST, SEBRING	$ 5,400.00	$ 7,160.00	Hornick Homes Inc.	Yes
C-04-34-28-250-4910-0120	6048 MICHELANGELO ST, SEBRING	$ 5,440.50	$ 7,160.00	Hornick Homes Inc.	Yes
C-04-34-28-250-4920-0230	5924 ESCALON DR, SEBRING	$ 5,400.00	$ 7,160.00	Hornick Homes Inc.	Yes
C-04-34-28-250-4920-0240	5930 ESCALON DR, SEBRING	$ 5,400.00	$ 7,160.00	Hornick Homes Inc.	Yes
C-04-34-28-250-4930-0020	6048 NEVADA ST, SEBRING	$ 5,400.00	$ 7,160.00	Hornick Homes Inc.	Yes
C-04-34-28-250-4930-0040	6034 NEVADA ST,, SEBRING	$ 5,400.00	$ 7,160.00	Hornick Homes Inc.	Yes
C-04-34-28-250-4930-0140	6105 MICHELANGELO ST, SEBRING	$ 5,400.00	$ 7,160.00	Hornick Homes Inc.	Yes
C-04-34-28-250-4930-0160	6055 MICHELANGELO ST, SEBRING	$ 5,400.00	$ 7,160.00	Hornick Homes Inc.	Yes
C-04-34-28-251-7320-0040	5837 MONEGRO ST, SEBRING	$ 5,400.00	$ 7,160.00	Hornick Homes Inc.	Yes
C-04-34-28-251-7320-0050	5911 MONEGRO ST, SEBRING	$ 5,400.00	$ 7,160.00	Hornick Homes Inc.	Yes
C-04-34-28-251-7360-0010	6001 MICHELANGELO ST, SEBRING	$ 5,400.00	$ 7,160.00	Hornick Homes Inc.	Yes
C-04-34-28-251-7360-0020	6015 MICHELANGELO ST, SEBRING	$ 5,400.00	$ 7,160.00	Hornick Homes Inc.	Yes
S-21-34-29-100-3970-0170	906 EO DOUGLAS AVE, SEBRING	$ 27,173.70	$ 33,333.00	Hugo Jorge Silva Valenzuela	Yes
S-29-34-29-070-0840-0041	559 MAGNOLIA AVE, SEBRING	$ 24,121.80	$ 30,333.00	Hugo Jorge Silva Valenzuela	Yes
C-04-34-28-050-0550-0080	3946 DURANGO AVE, SEBRING	$ 5,175.00	$ 6,500.00	Humberto Martinez	Yes
C-04-34-28-050-0550-0090	3950 DURANGO AVE, SEBRING	$ 5,175.00	$ 6,500.00	Humberto Martinez	Yes
C-35-34-28-020-0250-0240	221 CARDINAL AVE, SEBRING	$ 3,475.80	$ 3,500.00	Jason Benton	Yes
C-04-34-28-151-7520-0080	4711 BONNIE DR, SEBRING	$ 5,400.00	$ 10,000.00	Jose E. Martin	Yes
C-04-34-28-250-4840-0020	5822 COLUMBUS BLVD, SEBRING	$ 5,400.00	$ 8,000.00	Jose E. Martin	Yes
C-04-34-28-250-4840-0030	5810 COLUMBUS BLVD, SEBRING	$ 5,400.00	$ 8,000.00	Jose E. Martin	Yes
C-04-34-28-250-4840-0040	5800 COLUMBUS BLVD, SEBRING	$ 5,400.00	$ 8,000.00	Jose E. Martin	Yes
C-04-34-28-250-4840-0050	5728 COLUMBUS BLVD, SEBRING	$ 5,400.00	$ 8,000.00	Jose E. Martin	Yes
C-04-34-28-250-4840-0060	5712 COLUMBUS BLVD, SEBRING	$ 5,400.00	$ 8,000.00	Jose E. Martin	Yes
C-04-34-28-250-4840-0070	5700 COLUMBUS BLVD, SEBRING	$ 5,400.00	$ 8,000.00	Jose E. Martin	Yes
C-04-34-28-250-4840-0080	5628 COLUMBUS BLVD, SEBRING	$ 5,400.00	$ 8,000.00	Jose E. Martin	Yes
C-04-34-28-250-4840-0090	5614 COLUMBUS BLVD, SEBRING	$ 5,400.00	$ 8,000.00	Jose E. Martin	Yes
C-04-34-28-250-4840-0100	5600 COLUMBUS BLVD, SEBRING	$ 5,400.00	$ 8,000.00	Jose E. Martin	Yes
C-04-34-28-250-4840-0110	5548 COLUMBUS BLVD, SEBRING	$ 5,400.00	$ 8,000.00	Jose E. Martin	Yes
C-04-34-28-250-4840-0120	5536 COLUMBUS BLVD, SEBRING	$ 5,400.00	$ 8,000.00	Jose E. Martin	Yes
C-04-34-28-251-7300-0020	5324 COLUMBUS BLVD, SEBRING	$ 5,400.00	$ 8,000.00	Jose E. Martin	Yes

Parcel ID	Address	Min	Offer	Bidder	Recommend
C-04-34-28-251-7300-0030	5312 COLUMBUS BLVD, SEBRING	$ 5,400.00	$ 8,000.00	Jose E. Martin	Yes
C-04-34-28-251-7320-0010	5524 COLUMBUS BLVD, SEBRING	$ 5,400.00	$ 8,000.00	Jose E. Martin	Yes
C-04-34-28-251-7320-0020	5512 COLUMBUS BLVD, SEBRING	$ 5,400.00	$ 8,000.00	Jose E. Martin	Yes
C-04-34-28-150-3100-0220	5328 SAVONA DR, SEBRING	$ 5,400.00	$ 7,550.00	Karen Wilson	Yes
C-04-34-28-150-3100-0230	5410 SAVONA DR, SEBRING	$ 5,400.00	$ 7,550.00	Karen Wilson	Yes
C-04-34-28-150-3100-0240	5420 SAVONA DR, SEBRING	$ 5,400.00	$ 7,550.00	Karen Wilson	Yes
C-04-34-28-160-3340-0260	6706 COCONUT GROVE DR, SEBRING	$ 5,454.00	$ 7,525.00	Karen Wilson	Yes
C-04-34-28-160-3340-0270	6712 COCONUT GROVE DR, SEBRING	$ 5,454.00	$ 7,525.00	Karen Wilson	Yes
C-04-34-28-160-3340-0280	6718 COCONUT GROVE DR, SEBRING	$ 5,454.00	$ 7,525.00	Karen Wilson	Yes
C-04-34-28-160-3340-0290	6724 COCONUT GROVE DR, SEBRING	$ 5,454.00	$ 7,525.00	Karen Wilson	Yes
C-04-34-28-160-3340-0300	6730 COCONUT GROVE DR, SEBRING	$ 5,454.00	$ 7,525.00	Karen Wilson	Yes
C-04-34-28-160-3350-0210	6707 COCONUT GROVE DR, SEBRING	$ 5,454.00	$ 7,525.00	Karen Wilson	Yes
C-04-34-28-160-3550-0310	5258 PEBBLE BEACH DR, SEBRING	$ 5,454.00	$ 7,550.00	Karen Wilson	Yes
C-04-34-28-160-3550-0320	5264 PEBBLE BEACH DR, SEBRING	$ 5,454.00	$ 7,550.00	Karen Wilson	Yes
C-04-34-28-180-3760-0100	5537 AMELIA DR, SEBRING	$ 5,400.00	$ 7,650.00	Karen Wilson	Yes
C-04-34-28-180-3760-0110	5525 AMELIA DR, SEBRING	$ 5,400.00	$ 7,650.00	Karen Wilson	Yes
C-04-34-28-180-3760-0120	5513 AMELIA DR, SEBRING	$ 5,400.00	$ 7,650.00	Karen Wilson	Yes
C-04-34-28-180-3770-0120	5538 AMELIA DR, SEBRING	$ 5,400.00	$ 7,650.00	Karen Wilson	Yes
C-04-34-28-180-3770-0130	5526 AMELIA DR, SEBRING	$ 5,400.00	$ 7,650.00	Karen Wilson	Yes
C-04-34-28-180-3770-0140	5514 AMELIA DR, SEBRING	$ 5,400.00	$ 7,650.00	Karen Wilson	Yes
C-04-34-28-250-3760-0160	5300 BELMAR DR, SEBRING	$ 5,400.00	$ 7,550.00	Karen Wilson	Yes
C-04-34-28-250-3760-0180	5324 BELMAR DR, SEBRING	$ 5,400.00	$ 7,550.00	Karen Wilson	Yes
C-04-34-28-250-3760-0190	5336 BELMAR DR, SEBRING	$ 5,400.00	$ 7,550.00	Karen Wilson	Yes
C-04-34-28-250-3760-0210	5410 BELMAR DR, SEBRING	$ 5,400.00	$ 7,550.00	Karen Wilson	Yes
C-21-34-29-141-0010-0160	3557 GREEN ACRE WAY, SEBRING	$ 3,600.00	$ 3,800.00	Katherine A Mojica	Yes
C-21-36-29-030-2000-0070	3142 IRIS AVE, LAKE PLACID	$ 3,645.00	$ 5,002.00	Katherine A Mojica	Yes
C-04-34-28-140-2960-0420	7034 CORTEZ BLVD, SEBRING	$ 1,800.00	$ 2,211.00	METRIC MEASURES LLC	Yes
C-04-34-28-160-3510-0440	4921 SAN IGNACIO DR, SEBRING	$ 10,773.90	$ 13,196.96	Michael J Gilliam	Yes
C-04-34-28-080-0820-0160	4938 FETTUCCINE AVE, SEBRING	$ 640.00	$ 2,130.00	ML Capital LLC	Yes
C-04-34-28-080-0970-0260	4933 FETTUCCINE AVE, SEBRING	$ 640.00	$ 2,130.00	ML Capital LLC	Yes
C-04-34-28-080-0980-0040	8133 DOMENICO ST, SEBRING	$ 640.00	$ 2,130.00	ML Capital LLC	Yes
C-04-34-28-080-0990-0110	7955 ZAMORA AVE, SEBRING	$ 640.00	$ 2,130.00	ML Capital LLC	Yes

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C-04-34-28-080-0990-0270	8038 DOMENICO ST, SEBRING	$ 640.00	$ 2,130.00	ML Capital LLC	Yes
C-04-34-28-080-0990-0280	8104 DOMENICO ST, SEBRING	$ 640.00	$ 2,130.00	ML Capital LLC	Yes
C-04-34-28-080-1000-0230	8026 ZAMORA AVE, SEBRING	$ 640.00	$ 2,130.00	ML Capital LLC	Yes
C-04-34-28-080-1010-0180	7918 LEONARDO ST, SEBRING	$ 640.00	$ 2,130.00	ML Capital LLC	Yes
C-04-34-28-080-1020-0150	7839 TREVINO AVE, SEBRING	$ 640.00	$ 2,130.00	ML Capital LLC	Yes
C-04-34-28-080-1050-0200	5646 SAN JUAN DR, SEBRING	$ 640.00	$ 2,130.00	ML Capital LLC	Yes
C-04-34-28-080-1050-0300	5010 TREVINO AVE, SEBRING	$ 640.00	$ 2,130.00	ML Capital LLC	Yes
C-04-34-28-080-1090-0080	5120 SAN JUAN DR, SEBRING	$ 1,800.00	$ 3,130.00	ML Capital LLC	Yes
C-04-34-28-080-1090-0100	5200 SAN JAUN DR, SEBRING	$ 1,800.00	$ 3,130.00	ML Capital LLC	Yes
C-04-34-28-080-1090-0190	7417 SUN N LAKES BLVD, SEBRING	$ 1,800.00	$ 3,130.00	ML Capital LLC	Yes
C-04-34-28-100-1460-0040	8436 GRANADA BLVD, SEBRING	$ 640.00	$ 3,130.00	ML Capital LLC	Yes
C-04-34-28-100-1460-0050	8444 GRANADA BLVD, SEBRING	$ 640.00	$ 3,130.00	ML Capital LLC	Yes
C-04-34-28-100-1460-0070	8514 GRANADA BLVD, SEBRING	$ 640.00	$ 3,130.00	ML Capital LLC	Yes
C-04-34-28-100-1460-0080	8528 GRANADA BLVD, SEBRING	$ 640.00	$ 3,130.00	ML Capital LLC	Yes
C-04-34-28-100-1460-0110	8610 GRANADA BLVD, SEBRING	$ 640.00	$ 3,130.00	ML Capital LLC	Yes
C-04-34-28-100-1460-0120	8614 GRANADA BLVD, SEBRING	$ 1,800.00	$ 3,130.00	ML Capital LLC	Yes
C-04-34-28-100-1460-0150	8706 GRANADA BLVD, SEBRING	$ 1,800.00	$ 3,130.00	ML Capital LLC	Yes
C-04-34-28-100-1460-0170	8722 GRANADA BLVD, SEBRING	$ 1,800.00	$ 3,130.00	ML Capital LLC	Yes
C-04-34-28-100-1460-0180	8728 GRANADA BLVD, SEBRING	$ 1,800.00	$ 3,130.00	ML Capital LLC	Yes
C-04-34-28-100-1560-0170	8739 PRIMAVERA ST, SEBRING	$ 1,800.00	$ 2,130.00	ML Capital LLC	Yes
C-04-34-28-100-1560-0180	8715 PRIMAVERA ST, SEBRING	$ 1,800.00	$ 2,130.00	ML Capital LLC	Yes
C-04-34-28-100-1560-0240	8601 PRIMAVERA ST, SEBRING	$ 1,800.00	$ 2,130.00	ML Capital LLC	Yes
C-04-34-28-100-1570-0050	8600 PRIMAVERA ST, SEBRING	$ 1,800.00	$ 2,130.00	ML Capital LLC	Yes
C-04-34-28-100-1570-0060	8612 PRIMAVERA ST, SEBRING	$ 1,800.00	$ 2,130.00	ML Capital LLC	Yes
C-04-34-28-100-1580-0030	8400 TUNIS ST, SEBRING	$ 640.00	$ 2,130.00	ML Capital LLC	Yes
C-04-34-28-100-1580-0080	8508 TUNIS ST, SEBRING	$ 640.00	$ 2,130.00	ML Capital LLC	Yes
C-04-34-28-100-1580-0110	8532 TUNIS ST, SEBRING	$ 640.00	$ 2,130.00	ML Capital LLC	Yes
C-04-34-28-100-1580-0170	8702 TUNIS ST, SEBRING	$ 640.00	$ 2,130.00	ML Capital LLC	Yes
C-04-34-28-100-1610-0230	8396 MANTUA AVE, SEBRING	$ 640.00	$ 3,130.00	ML Capital LLC	Yes
C-04-34-28-100-1610-0240	8392 MANTUA AVE, SEBRING	$ 640.00	$ 3,130.00	ML Capital LLC	Yes
C-04-34-28-100-1610-0250	8388 MANTUA AVE, SEBRING	$ 640.00	$ 3,130.00	ML Capital LLC	Yes
C-04-34-28-100-1610-0270	8380 MANTUA DR, SEBRING	$ 640.00	$ 3,130.00	ML Capital LLC	Yes

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C-04-34-28-100-1610-0280	8376 MANTUA DR, SEBRING	$ 640.00	$ 3,130.00	ML Capital LLC	Yes
C-04-34-28-100-1610-0290	8372 MANTUA DR, SEBRING	$ 640.00	$ 3,130.00	ML Capital LLC	Yes
C-04-34-28-100-1610-0300	8368 MANTUA DR, SEBRING	$ 640.00	$ 3,130.00	ML Capital LLC	Yes
C-04-34-28-100-1610-0350	8348 MANTUA DR, SEBRING	$ 640.00	$ 3,130.00	ML Capital LLC	Yes
C-04-34-28-100-1610-0360	8344 MANTUA DR, SEBRING	$ 1,800.00	$ 3,130.00	ML Capital LLC	Yes
C-04-34-28-100-1610-0370	8340 MANTUA DR, SEBRING	$ 1,800.00	$ 3,130.00	ML Capital LLC	Yes
C-04-34-28-100-1610-0420	8320 MANTUA AVE, SEBRING	$ 1,800.00	$ 2,130.00	ML Capital LLC	Yes
C-04-34-28-100-1700-0180	8268 MANTUA AVE, SEBRING	$ 1,800.00	$ 2,130.00	ML Capital LLC	Yes
C-04-34-28-100-1700-0290	4283 GERONA AVE, SEBRING	$ 1,800.00	$ 2,130.00	ML Capital LLC	Yes
C-04-34-28-100-1700-0300	4287 GERONA AVE, SEBRING	$ 1,800.00	$ 2,130.00	ML Capital LLC	Yes
C-04-34-28-100-1700-0320	4295 GERONA AVE, SEBRING	$ 1,800.00	$ 2,130.00	ML Capital LLC	Yes
C-04-34-28-100-1700-0330	4299 GERONA AVE, SEBRING	$ 1,800.00	$ 2,130.00	ML Capital LLC	Yes
C-04-34-28-100-1700-0360	4311 GERONA AVE, SEBRING	$ 1,800.00	$ 2,130.00	ML Capital LLC	Yes
C-04-34-28-100-1700-0380	4319 GERONA AVE, SEBRING	$ 1,800.00	$ 2,130.00	ML Capital LLC	Yes
C-04-34-28-110-1840-0250	7218 SUN N LAKES BLVD, SEBRING	$ 640.00	$ 3,130.00	ML Capital LLC	Yes
C-04-34-28-110-1840-0350	7500 SUN N LAKES BLVD, SEBRING	$ 640.00	$ 3,130.00	ML Capital LLC	Yes
C-04-34-28-110-1840-0360	7512 SUN N LAKE BLVD, SEBRING	$ 640.00	$ 3,130.00	ML Capital LLC	Yes
C-04-34-28-110-1840-0380	7604 SUN N LAKE BLVD, SEBRING	$ 640.00	$ 3,130.00	ML Capital LLC	Yes
C-04-34-28-110-1940-0800	7910 PARADELA DR, SEBRING	$ 640.00	$ 2,130.00	ML Capital LLC	Yes
C-04-34-28-110-1940-0820	7844 PARADELA DR, SEBRING	$ 640.00	$ 2,130.00	ML Capital LLC	Yes
C-04-34-28-110-1950-0120	6159 BENEVENTO AVE, SEBRING	$ 1,800.00	$ 2,130.00	ML Capital LLC	Yes
C-04-34-28-110-1950-0180	6241 BENEVENTO AVE, SEBRING	$ 1,800.00	$ 2,130.00	ML Capital LLC	Yes
C-04-34-28-110-1950-0190	6301 BENEVENTO AVE, SEBRING	$ 1,800.00	$ 2,130.00	ML Capital LLC	Yes
C-04-34-28-110-1950-0210	6323 BENEVENTO AVE, SEBRING	$ 1,800.00	$ 2,130.00	ML Capital LLC	Yes
C-04-34-28-110-1970-0230	5963 VIRTUDES ST, SEBRING	$ 640.00	$ 2,130.00	ML Capital LLC	Yes
C-04-34-28-110-1980-0050	5960 VIRTUDES ST, SEBRING	$ 640.00	$ 2,130.00	ML Capital LLC	Yes
C-04-34-28-110-1980-0070	5968 VIRTUDES ST, SEBRING	$ 640.00	$ 2,130.00	ML Capital LLC	Yes
C-04-34-28-110-1990-0370	7739 WYNN ST, SEBRING	$ 640.00	$ 2,130.00	ML Capital LLC	Yes
C-04-34-28-110-2000-0030	7636 WYNN ST, SEBRING	$ 640.00	$ 2,130.00	ML Capital LLC	Yes
C-04-34-28-110-2000-0110	7826 WYNN ST, SEBRING	$ 640.00	$ 2,130.00	ML Capital LLC	Yes
C-04-34-28-110-2000-0130	7842 WYNN ST, SEBRING	$ 640.00	$ 2,130.00	ML Capital LLC	Yes
C-04-34-28-110-2000-0140	7912 WYNN ST, SEBRING	$ 640.00	$ 2,130.00	ML Capital LLC	Yes

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C-04-34-28-110-2000-0170	7942 WYNN ST, SEBRING	$ 640.00	$ 2,130.00	ML Capital LLC	Yes
C-04-34-28-110-2010-0110	7712 YUMURI ST, SEBRING	$ 640.00	$ 2,130.00	ML Capital LLC	Yes
C-04-34-28-110-2010-0350	7925 ZAMBRANA ST, SEBRING	$ 640.00	$ 2,130.00	ML Capital LLC	Yes
C-04-34-28-110-2060-0410	4428 GERONA AVE, SEBRING	$ 640.00	$ 2,130.00	ML Capital LLC	Yes
C-04-34-28-110-2060-0530	6717 VIRTUDES ST, SEBRING	$ 640.00	$ 2,130.00	ML Capital LLC	Yes
C-04-34-28-110-2070-0140	6834 VIRTUDES ST, SEBRING	$ 640.00	$ 2,130.00	ML Capital LLC	Yes
C-04-34-28-110-2070-0150	6840 VIRTUDES ST, SEBRING	$ 640.00	$ 2,130.00	ML Capital LLC	Yes
C-04-34-28-110-2080-0020	6348 VIRTUDES ST, SEBRING	$ 640.00	$ 2,130.00	ML Capital LLC	Yes
C-04-34-28-140-2930-0100	6678 BALBOA BLVD, SEBRING	$ 640.00	$ 2,130.00	ML Capital LLC	Yes
C-04-34-28-140-2940-0250	6568 BALBOA BL VO, SEBRING	$ 640.00	$ 2,130.00	ML Capital LLC	Yes
C-04-34-28-151-7390-0070	5539 SAVONA DR, SEBRING	$ 5,400.00	$ 6,510.00	New Horizons LLC	Yes
C-04-34-28-200-4410-0030	6431 COLUMBUS BLVD, SEBRING	$ 6,750.00	$ 7,810.00	New Horizons LLC	Yes
C-04-34-28-200-4410-0050	no address on PA webpage	$ 6,750.00	$ 7,810.00	New Horizons LLC	Yes
C-04-34-28-020-0240-0120	3913 FLORIDA AVE, SEBRING	$ 2,880.00	$ 3,696.00	Prominence Homes	Yes
C-04-34-28-050-0520-0240	5901 GRANADA BLVD, SEBRING	$ 5,175.00	$ 5,991.00	Prominence Homes	Yes
C-04-34-28-050-0530-0120	4110 BARBAROSSA AVE, SEBRING	$ 5,175.00	$ 5,991.00	Prominence Homes	Yes
C-04-34-28-050-0530-0260	4015 ALMERIA AVE, SEBRING	$ 5,175.00	$ 5,991.00	Prominence Homes	Yes
C-04-34-28-050-0530-0270	4009 ALMERIA AVE, SEBRING	$ 5,175.00	$ 5,991.00	Prominence Homes	Yes
C-04-34-28-050-0550-0060	3918 DURANGO AVE, SEBRING	$ 5,175.00	$ 5,991.00	Prominence Homes	Yes
C-04-34-28-050-0560-0280	3951 DURANGO AVE, SEBRING	$ 5,175.00	$ 5,991.00	Prominence Homes	Yes
C-04-34-28-050-0560-0290	3945 DURANGO AVE, SEBRING	$ 5,175.00	$ 5,991.00	Prominence Homes	Yes
C-04-34-28-050-0560-0310	3919 DURANGO AVE, SEBRING	$ 5,175.00	$ 5,991.00	Prominence Homes	Yes
C-04-34-28-050-0590-0060	4004 HARLANDO AVE, SEBRING	$ 5,175.00	$ 5,991.00	Prominence Homes	Yes
C-04-34-28-060-0730-0330	4609 CORTEZ BLVD, SEBRING	$ 4,500.00	$ 5,316.00	Prominence Homes	Yes
C-04-34-28-060-0730-0340	4601 CORTEZ BLVD, SEBRING	$ 4,500.00	$ 5,316.00	Prominence Homes	Yes
C-04-34-28-060-0730-0360	4525 CORTEZ BLVD, SEBRING	$ 4,500.00	$ 5,316.00	Prominence Homes	Yes
C-04-34-28-060-0730-0370	4517 CORTEZ BLVD, SEBRING	$ 4,500.00	$ 5,316.00	Prominence Homes	Yes
C-04-34-28-060-0730-0380	4509 CORTEZ BLVD, SEBRING	$ 4,500.00	$ 5,316.00	Prominence Homes	Yes
C-04-34-28-060-0730-0430	4401 CORTEZ BLVD, SEBRING	$ 4,500.00	$ 5,316.00	Prominence Homes	Yes
C-04-34-28-060-0770-0560	7400 GRANADA BLVD, SEBRING	$ 1,800.00	$ 2,616.00	Prominence Homes	Yes
C-04-34-28-080-0810-0420	4917 CORTEZ BLVD, SEBRING	$ 4,500.00	$ 5,316.00	Prominence Homes	Yes
C-04-34-28-080-0810-0430	4925 CORTEZ BLVD, SEBRING	$ 4,500.00	$ 5,316.00	Prominence Homes	Yes

Parcel ID	Address	Min	Offer	Bidder	Recommend
C-04-34-28-080-1030-0080	8025 SUN N LAKE BLVD, SEBRING	$ 3,600.00	$ 4,416.00	Prominence Homes	Yes
C-04-34-28-080-1050-0040	7701 SUN N LAKES BLVD, SEBRING	$ 1,800.00	$ 2,616.00	Prominence Homes	Yes
C-04-34-28-080-1100-0020	5016 MANATI AVE, SEBRING	$ 1,800.00	$ 2,616.00	Prominence Homes	Yes
C-04-34-28-080-1110-0130	5312 LEVANTE DR, SEBRING	$ 1,800.00	$ 2,616.00	Prominence Homes	Yes
C-04-34-28-080-1110-0140	5324 LEVANTE DR, SEBRING	$ 1,800.00	$ 2,616.00	Prominence Homes	Yes
C-04-34-28-080-1110-0240	5301 CORTEZ BLVD, SEBRING	$ 4,500.00	$ 5,316.00	Prominence Homes	Yes
C-04-34-28-080-1110-0250	5243 CORTEZ BLVD, SEBRING	$ 4,500.00	$ 5,316.00	Prominence Homes	Yes
C-04-34-28-080-1110-0260	5231 CORTEZ BLVD, SEBRING	$ 4,500.00	$ 5,316.00	Prominence Homes	Yes
C-04-34-28-080-1110-0270	5225 CORTEZ BLVD, SEBRING	$ 4,500.00	$ 5,316.00	Prominence Homes	Yes
C-04-34-28-080-1110-0280	5203 CORTEZ BLVD, SEBRING	$ 4,500.00	$ 5,316.00	Prominence Homes	Yes
C-04-34-28-080-1110-0290	5133 CORTEZ BLVD, SEBRING	$ 4,500.00	$ 5,316.00	Prominence Homes	Yes
C-04-34-28-080-1110-0300	5125 CORTEZ BLVD, SEBRING	$ 4,500.00	$ 5,316.00	Prominence Homes	Yes
C-04-34-28-080-1110-0310	5117 CORTEZ BLVD, SEBRING	$ 4,500.00	$ 5,316.00	Prominence Homes	Yes
C-04-34-28-080-1110-0320	5109 CORTEZ BLVD, SEBRING	$ 4,500.00	$ 5,316.00	Prominence Homes	Yes
C-04-34-28-080-1110-0340	5025 CORTEZ BLVD, SEBRING	$ 4,500.00	$ 5,316.00	Prominence Homes	Yes
C-04-34-28-080-1110-0350	5017 CORTEZ BLVD, SEBRING	$ 4,500.00	$ 5,316.00	Prominence Homes	Yes
C-04-34-28-081-0000-0330	5031 MANATI AVE, SEBRING	$ 1,800.00	$ 2,616.00	Prominence Homes	Yes
C-04-34-28-081-0000-0350	5015 MANATI AVE, SEBRING	$ 1,800.00	$ 2,616.00	Prominence Homes	Yes
C-04-34-28-082-6050-0100	8113 ZAMORA AVE, SEBRING	$ 1,800.00	$ 2,616.00	Prominence Homes	Yes
C-04-34-28-082-6050-0140	8134 DOMINECO ST, SEBRING	$ 1,800.00	$ 2,616.00	Prominence Homes	Yes
C-04-34-28-082-6050-0160	8224 DOMINECO ST, SEBRING	$ 1,800.00	$ 2,616.00	Prominence Homes	Yes
C-04-34-28-082-6050-0170	8238 DOMINECO ST, SEBRING	$ 1,800.00	$ 2,616.00	Prominence Homes	Yes
C-04-34-28-100-1410-0160	4164 MARQUESA DR, SEBRING	$ 1,800.00	$ 2,616.00	Prominence Homes	Yes
C-04-34-28-100-1460-0160	8714 GRANADA BLVD, SEBRING	$ 1,800.00	$ 2,616.00	Prominence Homes	Yes
C-04-34-28-100-1610-0030	8248 SUN N LAKE BLVD, SEBRING	$ 1,800.00	$ 2,616.00	Prominence Homes	Yes
C-04-34-28-100-1610-0050	8326 SUN N LAKES BLVD, SEBRING	$ 1,800.00	$ 2,616.00	Prominence Homes	Yes
C-04-34-28-100-1610-0060	8350 SUN N LAKE BLVD, SEBRING	$ 1,800.00	$ 2,616.00	Prominence Homes	Yes
C-04-34-28-100-1610-0080	8418 SUN N LAKE BLVD, SEBRING	$ 1,800.00	$ 2,616.00	Prominence Homes	Yes
C-04-34-28-100-1610-0090	8430 SUN N LAKE BLVD, SEBRING	$ 1,800.00	$ 2,616.00	Prominence Homes	Yes
C-04-34-28-100-1610-0110	8532 SUN N LAKES BLVD, SEBRING	$ 1,800.00	$ 2,616.00	Prominence Homes	Yes
C-04-34-28-100-1610-0150	8636 SUN N LAKE BLVD, SEBRING	$ 1,800.00	$ 2,616.00	Prominence Homes	Yes
C-04-34-28-100-1610-0190	8734 SUN N LAKE BLVD, SEBRING	$ 1,800.00	$ 2,616.00	Prominence Homes	Yes

Parcel ID	Address	Min	Offer	Bidder	Recommend
C-04-34-28-100-1610-0210	8758 SUN N LAKE BLVD, SEBRING	$ 1,800.00	$ 2,616.00	Prominence Homes	Yes
C-04-34-28-100-1610-0390	8331 MANTUA DR, SEBRING	$ 1,800.00	$ 2,616.00	Prominence Homes	Yes
C-04-34-28-100-1610-0430	8316 MANTUA AVE, SEBRING	$ 1,800.00	$ 2,616.00	Prominence Homes	Yes
C-04-34-28-100-1610-0460	8304 MANTUA AVE, SEBRING	$ 1,800.00	$ 2,616.00	Prominence Homes	Yes
C-04-34-28-100-1610-0480	8296 MANTUA AVE, SEBRING	$ 1,800.00	$ 2,616.00	Prominence Homes	Yes
C-04-34-28-100-1610-0490	8292 MANTUA AVE, SEBRING	$ 1,800.00	$ 2,616.00	Prominence Homes	Yes
C-04-34-28-100-1610-0500	8423 VESTA ST, SEBRING	$ 1,800.00	$ 2,616.00	Prominence Homes	Yes
C-04-34-28-100-1610-0530	4245 GERONA AVE, SEBRING	$ 1,800.00	$ 2,616.00	Prominence Homes	Yes
C-04-34-28-100-1610-0550	4237 GERONA AVE, SEBRING	$ 1,800.00	$ 2,616.00	Prominence Homes	Yes
C-04-34-28-100-1610-0580	4225 GERONA AVE, SEBRING	$ 1,800.00	$ 2,616.00	Prominence Homes	Yes
C-04-34-28-100-1610-0590	4221 GERONA AVE, SEBRING	$ 1,800.00	$ 2,616.00	Prominence Homes	Yes
C-04-34-28-100-1620-0020	8317 MANTUA DR, SEBRING	$ 1,800.00	$ 2,616.00	Prominence Homes	Yes
C-04-34-28-100-1620-0050	8329 MANTUA DR, SEBRING	$ 1,800.00	$ 2,616.00	Prominence Homes	Yes
C-04-34-28-100-1620-0060	8333 MANTUA DR, SEBRING	$ 1,800.00	$ 2,616.00	Prominence Homes	Yes
C-04-34-28-100-1620-0090	8345 MANTUA DR, SEBRING	$ 1,800.00	$ 2,616.00	Prominence Homes	Yes
C-04-34-28-100-1620-0100	8349 MANTUA DR, SEBRING	$ 1,800.00	$ 2,616.00	Prominence Homes	Yes
C-04-34-28-100-1620-0120	8357 MANTUA DR, SEBRING	$ 1,800.00	$ 2,616.00	Prominence Homes	Yes
C-04-34-28-100-1620-0130	8361 MANTUA DR, SEBRING	$ 1,800.00	$ 2,616.00	Prominence Homes	Yes
C-04-34-28-100-1620-0180	8381 MANTUA DR, SEBRING	$ 1,800.00	$ 2,616.00	Prominence Homes	Yes
C-04-34-28-100-1620-0300	8964 MANTUA DR, SEBRING	$ 1,800.00	$ 2,616.00	Prominence Homes	Yes
C-04-34-28-110-1840-0210	7100 SUN N LAKE BLVD, SEBRING	$ 6,264.00	$ 7,080.00	Prominence Homes	Yes
C-04-34-28-110-1840-0270	7232 SUN N LAKES BLVD, SEBRING	$ 3,600.00	$ 4,416.00	Prominence Homes	Yes
C-04-34-28-110-1860-0030	7824 ANCHA ST, SEBRING	$ 1,800.00	$ 2,616.00	Prominence Homes	Yes
C-04-34-28-110-1910-0010	7110 ANCHA ST, SEBRING	$ 5,529.60	$ 6,400.00	Prominence Homes	Yes
C-04-34-28-110-1910-0080	5647 CORTEZ BLVD, SEBRING	$ 4,320.00	$ 5,136.00	Prominence Homes	Yes
C-04-34-28-110-1910-0090	5653 CORTEZ BLVD, SEBRING	$ 4,320.00	$ 5,136.00	Prominence Homes	Yes
C-04-34-28-110-1910-0100	5661 CORTEZ BLVD, SEBRING	$ 4,320.00	$ 5,136.00	Prominence Homes	Yes
C-04-34-28-110-1910-0120	5723 CORTEZ BLVD, SEBRING	$ 4,320.00	$ 5,136.00	Prominence Homes	Yes
C-04-34-28-110-1910-0130	5735 CORTEZ BLVD, SEBRING	$ 4,320.00	$ 5,136.00	Prominence Homes	Yes
C-04-34-28-110-1910-0210	5845 CORTEZ BLVD, SEBRING	$ 4,320.00	$ 5,136.00	Prominence Homes	Yes
C-04-34-28-110-1980-0190	6055 CORTEZ BLVD, SEBRING	$ 4,320.00	$ 5,136.00	Prominence Homes	Yes
C-04-34-28-110-1980-0200	6041 CORTEZ BLVD, SEBRING	$ 4,320.00	$ 5,136.00	Prominence Homes	Yes

Parcel ID	Address	Min	Offer	Bidder	Recommend
C-04-34-28-110-1980-0230	6001 CORTEZ BLVD, SEBRING	$ 4,320.00	$ 5,136.00	Prominence Homes	Yes
C-04-34-28-110-1980-0260	5939 CORTEZ BLVD, SEBRING	$ 4,320.00	$ 5,136.00	Prominence Homes	Yes
C-04-34-28-110-1980-0280	5927 CORTEZ BLVD, SEBRING	$ 4,320.00	$ 5,136.00	Prominence Homes	Yes
C-04-34-28-110-2030-0150	6333 CORTEZ BLVD, SEBRING	$ 4,320.00	$ 5,136.00	Prominence Homes	Yes
C-04-34-28-110-2030-0160	6325 CORTEZ BLVD, SEBRING	$ 4,320.00	$ 5,136.00	Prominence Homes	Yes
C-04-34-28-110-2030-0190	6235 CORTEZ BLVD, SEBRING	$ 4,320.00	$ 5,136.00	Prominence Homes	Yes
C-04-34-28-110-2030-0220	6159 CORTEZ BLVD, SEBRING	$ 4,320.00	$ 5,136.00	Prominence Homes	Yes
C-04-34-28-110-2030-0230	6145 CORTEZ BLVD, SEBRING	$ 4,320.00	$ 5,136.00	Prominence Homes	Yes
C-04-34-28-130-2660-0470	2600 MONZA DR, SEBRING	$ 11,715.30	$ 12,750.00	Prominence Homes	Yes
C-04-34-28-130-2660-0480	2604 MONZA DR, SEBRING	$ 11,715.30	$ 12,750.00	Prominence Homes	Yes
C-04-34-28-130-2720-0100	5100 CORTEZ BLVD, SEBRING	$ 6,257.70	$ 7,100.00	Prominence Homes	Yes
C-04-34-28-130-2720-0110	5108 CORTEZ BLVD, SEBRING	$ 6,257.70	$ 7,100.00	Prominence Homes	Yes
C-04-34-28-130-2730-0090	4612 CORTEZ BLVD, SEBRING	$ 6,329.70	$ 7,100.00	Prominence Homes	Yes
C-04-34-28-130-2810-0550	5838 GRANADA BLVD, SEBRING	$ 5,400.00	$ 6,216.00	Prominence Homes	Yes
C-04-34-28-140-2980-0110	7165 COLUMBUS BLVD, SEBRING	$ 1,800.00	$ 2,616.00	Prominence Homes	Yes
C-04-34-28-140-2980-0150	7141 COLUMBUS BLVD, SEBRING	$ 1,800.00	$ 2,616.00	Prominence Homes	Yes
C-04-34-28-140-2980-0160	7137 COLUMBUS BLVD, SEBRING	$ 1,800.00	$ 2,616.00	Prominence Homes	Yes
C-04-34-28-140-2980-0200	7115 COLUMBUS BLVD, SEBRING	$ 1,800.00	$ 2,616.00	Prominence Homes	Yes
C-04-34-28-140-2980-0260	7063 COLUMBUS BLVD, SEBRING	$ 1,800.00	$ 2,616.00	Prominence Homes	Yes
C-04-34-28-140-2980-0270	7055 COLUMBUS BLVD, SEBRING	$ 1,800.00	$ 2,616.00	Prominence Homes	Yes
C-04-34-28-140-2980-0280	7049 COLUMBUS BLVD, SEBRING	$ 1,800.00	$ 2,616.00	Prominence Homes	Yes
C-04-34-28-160-3290-0010	6800 SCODELLO ST, SEBRING	$ 6,871.50	$ 8,400.00	Prominence Homes	Yes
C-04-34-28-160-3290-0020	6765 COTORRO DR, SEBRING	$ 5,454.00	$ 7,000.00	Prominence Homes	Yes
C-04-34-28-160-3290-0070	6741 COTORRO DR, SEBRING	$ 5,508.00	$ 7,024.00	Prominence Homes	Yes
C-04-34-28-160-3290-0080	6737 COTORRO DR, SEBRING	$ 5,508.00	$ 7,024.00	Prominence Homes	Yes
C-04-34-28-160-3290-0090	6733 COTORRO DR, SEBRING	$ 5,508.00	$ 7,024.00	Prominence Homes	Yes
C-04-34-28-160-3290-0100	6727 COTORRO DR, SEBRING	$ 5,616.00	$ 7,132.00	Prominence Homes	Yes
C-04-34-28-160-3290-0120	6719 COTORRO DR, SEBRING	$ 5,508.00	$ 7,024.00	Prominence Homes	Yes
C-04-34-28-160-3290-0150	6716 SAN BENITO DR, SEBRING	$ 5,508.00	$ 7,024.00	Prominence Homes	Yes
C-04-34-28-160-3290-0160	6720 SAN BENITO DR, SEBRING	$ 5,508.00	$ 7,024.00	Prominence Homes	Yes
C-04-34-28-160-3290-0180	6732 SAN BENITO DR, SEBRING	$ 5,508.00	$ 7,024.00	Prominence Homes	Yes
C-04-34-28-160-3290-0200	6744 SAN BENITO DR, SEBRING	$ 5,508.00	$ 7,024.00	Prominence Homes	Yes

Parcel ID	Address	Min	Offer	Bidder	Recommend
C-04-34-28-160-3290-0220	6756 SAN BENITO DR, SEBRING	$ 5,508.00	$ 7,024.00	Prominence Homes	Yes
C-04-34-28-160-3290-0250	6772 SAN BENITO DR, SEBRING	$ 5,454.00	$ 6,970.00	Prominence Homes	Yes
C-04-34-28-160-3310-0050	6935 SAN BENITO DR, SEBRING	$ 5,454.00	$ 6,970.00	Prominence Homes	Yes
C-04-34-28-160-3310-0110	6845 SAN BENITO DR, SEBRING	$ 5,454.00	$ 6,970.00	Prominence Homes	Yes
C-04-34-28-160-3310-0120	6839 SAN BENITO DR, SEBRING	$ 5,454.00	$ 6,970.00	Prominence Homes	Yes
C-04-34-28-160-3310-0190	6838 SAN BENITO DR, SEBRING	$ 5,454.00	$ 6,970.00	Prominence Homes	Yes
C-04-34-28-160-3320-0010	6706 JILL ST, SEBRING	$ 6,393.60	$ 8,000.00	Prominence Homes	Yes
C-04-34-28-160-3320-0030	6953 DICKINSON DR, SEBRING	$ 5,454.00	$ 6,970.00	Prominence Homes	Yes
C-04-34-28-160-3320-0040	6949 DICKINSON DR, SEBRING	$ 5,454.00	$ 6,970.00	Prominence Homes	Yes
C-04-34-28-160-3320-0180	6847 COTORRO DR, SEBRING	$ 5,454.00	$ 6,970.00	Prominence Homes	Yes
C-04-34-28-160-3320-0200	6837 COTORRO DR, SEBRING	$ 5,454.00	$ 6,970.00	Prominence Homes	Yes
C-04-34-28-160-3320-0220	6829 COTORRO DR, SEBRING	$ 5,400.00	$ 6,916.00	Prominence Homes	Yes
C-04-34-28-160-3320-0230	6821 COTORRO DR, SEBRING	$ 5,400.00	$ 6,916.00	Prominence Homes	Yes
C-04-34-28-160-3320-0440	6958 SAN BENITO DR, SEBRING	$ 5,454.00	$ 6,970.00	Prominence Homes	Yes
C-04-34-28-160-3320-0450	6964 SAN BENITO DR, SEBRING	$ 5,454.00	$ 6,970.00	Prominence Homes	Yes
C-04-34-28-160-3320-0460	6970 SAN BENITO DR, SEBRING	$ 5,454.00	$ 6,970.00	Prominence Homes	Yes
C-04-34-28-160-3320-0470	6976 SAN BENITO DR, SEBRING	$ 5,454.00	$ 6,970.00	Prominence Homes	Yes
C-04-34-28-160-3320-0480	6980 SAN BENITO DR, SEBRING	$ 5,454.00	$ 6,970.00	Prominence Homes	Yes
C-04-34-28-160-3340-0020	6034 CORTEZ BLVD, SEBRING	$ 6,264.00	$ 7,780.00	Prominence Homes	Yes
C-04-34-28-160-3340-0030	6040 CORTEZ BLVD, SEBRING	$ 6,264.00	$ 7,780.00	Prominence Homes	Yes
C-04-34-28-160-3340-0040	6060 CORTEZ BLVD, SEBRING	$ 6,210.00	$ 7,726.00	Prominence Homes	Yes
C-04-34-28-160-3340-0060	6088 CORTEZ BLVD, SEBRING	$ 6,156.00	$ 7,672.00	Prominence Homes	Yes
C-04-34-28-160-3340-0080	6120 CORTEZ BLVD, SEBRING	$ 6,054.30	$ 7,600.00	Prominence Homes	Yes
C-04-34-28-160-3340-0100	6146 CORTEZ BLVD, SEBRING	$ 5,835.60	$ 7,400.00	Prominence Homes	Yes
C-04-34-28-160-3340-0120	6222 CORTEZ BLVD, SEBRING	$ 5,671.80	$ 7,200.00	Prominence Homes	Yes
C-04-34-28-160-3340-0130	6236 CORTEZ BLVD, SEBRING	$ 5,617.80	$ 7,200.00	Prominence Homes	Yes
C-04-34-28-160-3340-0140	6250 CORTEZ BLVD, SEBRING	$ 5,508.90	$ 7,100.00	Prominence Homes	Yes
C-04-34-28-160-3340-0150	6324 CORTEZ BLVD, SEBRING	$ 5,508.90	$ 7,100.00	Prominence Homes	Yes
C-04-34-28-160-3340-0180	6356 CORTEZ BLVD, SEBRING	$ 5,784.30	$ 7,300.00	Prominence Homes	Yes
C-04-34-28-160-3340-0190	6402 CORTEZ BLVD, SEBRING	$ 5,613.30	$ 7,200.00	Prominence Homes	Yes
C-04-34-28-160-3340-0200	6408 CORTEZ BLVD, SEBRING	$ 6,048.00	$ 7,600.00	Prominence Homes	Yes
C-04-34-28-160-3340-0210	6420 CORTEZ BLVD, SEBRING	$ 6,340.50	$ 7,900.00	Prominence Homes	Yes

Parcel ID	Address	Min	Offer	Bidder	Recommend
C-04-34-28-160-3340-0240	6412 CABALLERO BLVD, SEBRING	$ 5,960.70	$ 7,500.00	Prominence Homes	Yes
C-04-34-28-160-3340-0250	6700 COCONUT GROVE DR, SEBRING	$ 6,393.60	$ 8,000.00	Prominence Homes	Yes
C-04-34-28-160-3340-0310	6736 COCONUT GROVE DR, SEBRING	$ 5,454.00	$ 6,970.00	Prominence Homes	Yes
C-04-34-28-160-3340-0320	6740 COCONUT GROVE DR, SEBRING	$ 5,454.00	$ 6,970.00	Prominence Homes	Yes
C-04-34-28-160-3340-0370	6800 COCONUT GROVE DR, SEBRING	$ 5,454.00	$ 6,970.00	Prominence Homes	Yes
C-04-34-28-160-3340-0380	6810 COCONUT GROVE DR, SEBRING	$ 5,454.00	$ 6,970.00	Prominence Homes	Yes
C-04-34-28-160-3340-0390	6818 COCONUT GROVE DR, SEBRING	$ 5,454.00	$ 6,970.00	Prominence Homes	Yes
C-04-34-28-160-3340-0400	6824 COCONUT GROVE DR, SEBRING	$ 5,400.00	$ 6,916.00	Prominence Homes	Yes
C-04-34-28-160-3340-0410	6830 COCONUT GROVE DR, SEBRING	$ 5,400.00	$ 6,916.00	Prominence Homes	Yes
C-04-34-28-160-3340-0420	6836 COCONUT GROVE DR, SEBRING	$ 5,400.00	$ 6,916.00	Prominence Homes	Yes
C-04-34-28-160-3340-0430	6840 COCONUT GROVE DR, SEBRING	$ 5,400.00	$ 6,916.00	Prominence Homes	Yes
C-04-34-28-160-3340-0440	6848 COCONUT GROVE DR, SEBRING	$ 5,400.00	$ 6,916.00	Prominence Homes	Yes
C-04-34-28-160-3340-0450	6856 COCONUT GROVE DR, SEBRING	$ 5,400.00	$ 6,916.00	Prominence Homes	Yes
C-04-34-28-160-3340-0460	6862 COCONUT GROVE DR, SEBRING	$ 5,454.00	$ 6,970.00	Prominence Homes	Yes
C-04-34-28-160-3340-0470	7026 CARTAGENA ST, SEBRING	$ 6,307.20	$ 7,880.00	Prominence Homes	Yes
C-04-34-28-160-3350-0020	6863 COCONUT GROVE DR, SEBRING	$ 5,454.00	$ 6,970.00	Prominence Homes	Yes
C-04-34-28-160-3350-0030	6857 COCONUT GROVE DR, SEBRING	$ 5,400.00	$ 6,916.00	Prominence Homes	Yes
C-04-34-28-160-3350-0050	6841 COCONUT GROVE DR, SEBRING	$ 5,400.00	$ 6,916.00	Prominence Homes	Yes
C-04-34-28-160-3350-0060	6835 COCONUT GROVE DR, SEBRING	$ 5,400.00	$ 6,916.00	Prominence Homes	Yes
C-04-34-28-160-3350-0070	6829 COCONUT GROVE DR, SEBRING	$ 5,400.00	$ 6,916.00	Prominence Homes	Yes
C-04-34-28-160-3350-0080	6823 COCONUT GROVE DR, SEBRING	$ 5,400.00	$ 6,916.00	Prominence Homes	Yes
C-04-34-28-160-3350-0090	6817 COCONUT GROVE DR, SEBRING	$ 5,454.00	$ 6,970.00	Prominence Homes	Yes
C-04-34-28-160-3350-0110	6771 COCONUT GROVE DR, SEBRING	$ 5,454.00	$ 6,970.00	Prominence Homes	Yes
C-04-34-28-160-3350-0120	6765 COCONUT GROVE DR, SEBRING	$ 5,454.00	$ 6,970.00	Prominence Homes	Yes
C-04-34-28-160-3350-0140	6753 COCONUT GROVE DR, SEBRING	$ 5,454.00	$ 6,970.00	Prominence Homes	Yes
C-04-34-28-160-3350-0150	6745 COCONUT GROVE DR, SEBRING	$ 5,454.00	$ 6,970.00	Prominence Homes	Yes
C-04-34-28-160-3350-0170	6733 COCONUT GROVE DR, SEBRING	$ 5,454.00	$ 6,970.00	Prominence Homes	Yes
C-04-34-28-160-3350-0180	6725 COCONUT GROVE DR, SEBRING	$ 5,454.00	$ 6,970.00	Prominence Homes	Yes
C-04-34-28-160-3350-0190	6719 COCONUT GROVE DR, SEBRING	$ 5,454.00	$ 6,970.00	Prominence Homes	Yes
C-04-34-28-160-3350-0200	6713 COCONUT GROVE DR, SEBRING	$ 5,454.00	$ 6,970.00	Prominence Homes	Yes
C-04-34-28-160-3350-0220	6701 COCONUT GROVE DR, SEBRING	$ 6,177.60	$ 7,700.00	Prominence Homes	Yes
C-04-34-28-160-3350-0260	6724 COTORRO DR, SEBRING	$ 5,400.00	$ 6,916.00	Prominence Homes	Yes

Parcel ID	Address	Min	Offer	Bidder	Recommend
C-04-34-28-160-3350-0270	6730 COTORRO DR, SEBRING	$ 5,400.00	$ 6,916.00	Prominence Homes	Yes
C-04-34-28-160-3350-0300	6742 COTORRO DR, SEBRING	$ 5,454.00	$ 6,970.00	Prominence Homes	Yes
C-04-34-28-160-3350-0310	6746 COTORRO DR, SEBRING	$ 5,454.00	$ 6,970.00	Prominence Homes	Yes
C-04-34-28-160-3350-0330	6754 COTORRO DR, SEBRING	$ 5,454.00	$ 6,970.00	Prominence Homes	Yes
C-04-34-28-160-3350-0340	6758 COTORRO DR, SEBRING	$ 5,454.00	$ 6,970.00	Prominence Homes	Yes
C-04-34-28-160-3350-0350	6764 COTORRO DR, SEBRING	$ 5,454.00	$ 6,970.00	Prominence Homes	Yes
C-04-34-28-160-3350-0380	6800 COTORRO DR, SEBRING	$ 5,400.00	$ 6,916.00	Prominence Homes	Yes
C-04-34-28-160-3350-0390	6810 COTORRO DR, SEBRING	$ 5,400.00	$ 6,916.00	Prominence Homes	Yes
C-04-34-28-160-3350-0410	6824 COTORRO DR, SEBRING	$ 5,400.00	$ 6,916.00	Prominence Homes	Yes
C-04-34-28-160-3350-0420	6830 COTORRO DR, SEBRING	$ 5,400.00	$ 6,916.00	Prominence Homes	Yes
C-04-34-28-160-3350-0430	7000 CARTAGENA ST, SEBRING	$ 5,400.00	$ 8,185.00	Prominence Homes	Yes
C-04-34-28-160-3360-0030	6952 DICKINSON DR, SEBRING	$ 6,669.00	$ 6,970.00	Prominence Homes	Yes
C-04-34-28-160-3360-0100	6900 DICKINSON DR, SEBRING	$ 5,454.00	$ 6,970.00	Prominence Homes	Yes
C-04-34-28-160-3360-0110	6898 DICKINSON DR, SEBRING	$ 5,454.00	$ 6,970.00	Prominence Homes	Yes
C-04-34-28-160-3360-0200	7019 CARTAGENA ST, SEBRING	$ 5,454.00	$ 7,240.00	Prominence Homes	Yes
C-04-34-28-160-3360-0210	7025 CARTAGENA ST, SEBRING	$ 5,724.00	$ 7,240.00	Prominence Homes	Yes
C-04-34-28-160-3360-0220	7029 CARTAGENA ST, SEBRING	$ 5,724.00	$ 7,240.00	Prominence Homes	Yes
C-04-34-28-160-3360-0240	5934 CORTEZ BLVD, SEBRING	$ 5,724.00	$ 7,240.00	Prominence Homes	Yes
C-04-34-28-160-3360-0250	5926 CORTEZ BLVD, SEBRING	$ 5,781.60	$ 7,240.00	Prominence Homes	Yes
C-04-34-28-160-3360-0260	5918 CORTEZ BLVD, SEBRING	$ 5,781.60	$ 7,240.00	Prominence Homes	Yes
C-04-34-28-160-3360-0280	5864 CORTEZ BLVD, SEBRING	$ 5,781.60	$ 7,240.00	Prominence Homes	Yes
C-04-34-28-160-3360-0350	6908 MEXICAN HAT DRIVE, SEBRING	$ 5,724.00	$ 6,970.00	Prominence Homes	Yes
C-04-34-28-160-3360-0360	6912 MEXICAN HAT DR, SEBRING	$ 5,454.00	$ 6,970.00	Prominence Homes	Yes
C-04-34-28-160-3360-0370	6916 MEXICAN HAT DR, SEBRING	$ 5,454.00	$ 6,970.00	Prominence Homes	Yes
C-04-34-28-160-3360-0430	6940 MEXICAN HAT DR, SEBRING	$ 5,454.00	$ 6,970.00	Prominence Homes	Yes
C-04-34-28-160-3370-0010	6823 DICKINSON DR, SEBRING	$ 5,454.00	$ 7,996.00	Prominence Homes	Yes
C-04-34-28-160-3370-0020	6809 DICKINSON DR, SEBRING	$ 6,480.00	$ 6,916.00	Prominence Homes	Yes
C-04-34-28-160-3370-0040	5826 CORTEZ BLVD, SEBRING	$ 5,400.00	$ 6,916.00	Prominence Homes	Yes
C-04-34-28-160-3370-0050	5800 CORTEZ BLVD, SEBRING	$ 5,400.00	$ 6,916.00	Prominence Homes	Yes
C-04-34-28-160-3370-0060	5752 CORTEZ BLVD, SEBRING	$ 5,400.00	$ 6,916.00	Prominence Homes	Yes
C-04-34-28-160-3370-0110	5652 CORTEZ BLVD, SEBRING	$ 5,400.00	$ 6,916.00	Prominence Homes	Yes
C-04-34-28-160-3370-0120	5646 CORTEZ BLVD, SEBRING	$ 5,400.00	$ 6,916.00	Prominence Homes	Yes

Parcel ID	Address	Min	Offer	Bidder	Recommend
C-04-34-28-160-3370-0130	5634 CORTEZ BLVD, SEBRING	$ 5,400.00	$ 6,916.00	Prominence Homes	Yes
C-04-34-28-160-3370-0140	5618 CORTEZ BLVD, SEBRING	$ 5,400.00	$ 6,916.00	Prominence Homes	Yes
C-04-34-28-160-3370-0170	5526 CORTEZ BLVD, SEBRING	$ 5,400.00	$ 6,916.00	Prominence Homes	Yes
C-04-34-28-160-3370-0210	5515 CASTANIA DR, SEBRING	$ 5,400.00	$ 6,916.00	Prominence Homes	Yes
C-04-34-28-160-3370-0220	5519 CASTANIA DR, SEBRING	$ 5,400.00	$ 6,916.00	Prominence Homes	Yes
C-04-34-28-160-3370-0230	5523 CASTANIA DR, SEBRING	$ 5,400.00	$ 6,916.00	Prominence Homes	Yes
C-04-34-28-160-3370-0240	5527 CASTANIA DR, SEBRING	$ 5,400.00	$ 6,916.00	Prominence Homes	Yes
C-04-34-28-160-3370-0260	5537 CASTANIA DR, SEBRING	$ 5,400.00	$ 6,916.00	Prominence Homes	Yes
C-04-34-28-160-3370-0270	5541 CASTANIA DR, SEBRING	$ 5,400.00	$ 6,916.00	Prominence Homes	Yes
C-04-34-28-160-3370-0280	5545 CASTANIA DR, SEBRING	$ 5,400.00	$ 6,916.00	Prominence Homes	Yes
C-04-34-28-160-3370-0300	5553 CASTANIA DR, SEBRING	$ 5,400.00	$ 6,916.00	Prominence Homes	Yes
C-04-34-28-160-3370-0320	5563 CASTANIA DR, SEBRING	$ 5,400.00	$ 8,266.00	Prominence Homes	Yes
C-04-34-28-160-3370-0330	6903 MEXICAN HAT DR, SEBRING	$ 6,750.00	$ 7,900.00	Prominence Homes	Yes
C-04-34-28-160-3380-0010	5560 CASTANIA DR, SEBRING	$ 6,378.30	$ 9,616.00	Prominence Homes	Yes
C-04-34-28-160-3380-0020	5552 CASTANIA DR, SEBRING	$ 8,100.00	$ 7,726.00	Prominence Homes	Yes
C-04-34-28-160-3380-0060	5534 CASTANIA DR, SEBRING	$ 6,210.00	$ 6,916.00	Prominence Homes	Yes
C-04-34-28-160-3380-0100	5518 CASTANIA DR, SEBRING	$ 5,400.00	$ 6,916.00	Prominence Homes	Yes
C-04-34-28-160-3380-0150	5507 SOPERA DR, SEBRING	$ 5,400.00	$ 6,916.00	Prominence Homes	Yes
C-04-34-28-160-3380-0160	5513 SOPERA DR, SEBRING	$ 5,400.00	$ 6,916.00	Prominence Homes	Yes
C-04-34-28-160-3380-0220	6927 MEXICAN HAT DR, SEBRING	$ 5,400.00	$ 7,800.00	Prominence Homes	Yes
C-04-34-28-160-3390-0040	5512 SOPERA DR, SEBRING	$ 6,290.10	$ 6,916.00	Prominence Homes	Yes
C-04-34-28-160-3390-0050	5506 SOPERA DR, SEBRING	$ 5,400.00	$ 6,916.00	Prominence Homes	Yes
C-04-34-28-160-3390-0060	5500 SOPERA DR, SEBRING	$ 5,400.00	$ 8,040.00	Prominence Homes	Yes
C-04-34-28-160-3400-0070	6970 MEXICAN HAT DR, SEBRING	$ 6,523.20	$ 6,916.00	Prominence Homes	Yes
C-04-34-28-160-3400-0470	7000 SUN N LAKE BLVD, SEBRING	$ 5,400.00	$ 6,916.00	Prominence Homes	Yes
C-04-34-28-160-3400-0480	7026 SUN N LAKE BLVD, SEBRING	$ 5,400.00	$ 8,806.00	Prominence Homes	Yes
C-04-34-28-160-3490-0020	4650 MIGNON DR, SEBRING	$ 7,290.00	$ 10,516.00	Prominence Homes	Yes
C-04-34-28-160-3540-0020	5306 PEBBLE BEACH DR, SEBRING	$ 9,000.00	$ 6,970.00	Prominence Homes	Yes
C-04-34-28-160-3540-0260	7039 SAN BRUNO DR, SEBRING	$ 5,454.00	$ 6,970.00	Prominence Homes	Yes
C-04-34-28-160-3550-0020	6957 SAN BRUNO DR, SEBRING	$ 5,454.00	$ 6,970.00	Prominence Homes	Yes
C-04-34-28-160-3550-0080	6925 SAN BRUNO DR, SEBRING	$ 5,454.00	$ 6,970.00	Prominence Homes	Yes
C-04-34-28-160-3550-0210	6601 SANTILLANE ST, SEBRING	$ 5,454.00	$ 7,996.00	Prominence Homes	Yes

Parcel ID	Address	Min	Offer	Bidder	Recommend
C-04-34-28-160-3570-0010	6600 SANTILLANE ST, SEBRING	$ 6,480.00	$ 7,996.00	Prominence Homes	Yes
C-04-34-28-160-3570-0050	6733 SAN BRUNO DR, SEBRING	$ 6,480.00	$ 7,024.00	Prominence Homes	Yes
C-04-34-28-160-3570-0060	6725 SAN BRUNO DR, SEBRING	$ 5,508.00	$ 7,024.00	Prominence Homes	Yes
C-04-34-28-160-3570-0070	6719 SAN BRUNO DR, SEBRING	$ 5,508.00	$ 7,024.00	Prominence Homes	Yes
C-04-34-28-160-3570-0080	6713 SAN BRUNO DR, SEBRING	$ 5,508.00	$ 7,024.00	Prominence Homes	Yes
C-04-34-28-160-3570-0090	6709 SAN BRUNO DR, SEBRING	$ 5,508.00	$ 7,024.00	Prominence Homes	Yes
C-04-34-28-160-3570-0100	6701 SAN BRUNO DR, SEBRING	$ 5,508.00	$ 7,024.00	Prominence Homes	Yes
C-04-34-28-160-3590-0030	7008 SAN BRUNO DR, SEBRING	$ 5,508.00	$ 7,024.00	Prominence Homes	Yes
C-04-34-28-160-3590-0040	7014 SAN BRUNO DR, SEBRING	$ 5,508.00	$ 7,024.00	Prominence Homes	Yes
C-04-34-28-160-3590-0050	7020 SAN BRUNO DR, SEBRING	$ 5,508.00	$ 7,024.00	Prominence Homes	Yes
C-04-34-28-160-3590-0080	7040 SAN BRUNO DR, SEBRING	$ 5,508.00	$ 7,024.00	Prominence Homes	Yes
C-04-34-28-160-3590-0140	7078 SAN BRUNO DR, SEBRING	$ 5,508.00	$ 6,970.00	Prominence Homes	Yes
C-04-34-28-160-3590-0270	7045 SAN BENITO DR, SEBRING	$ 5,454.00	$ 6,970.00	Prominence Homes	Yes
C-04-34-28-160-3590-0320	7019 SAN BENITO DR, SEBRING	$ 5,454.00	$ 6,970.00	Prominence Homes	Yes
C-04-34-28-160-3590-0330	7013 SAN BENITO DR, SEBRING	$ 5,454.00	$ 6,970.00	Prominence Homes	Yes
C-04-34-28-160-3590-0340	7007 SAN BENITO DR, SEBRING	$ 5,454.00	$ 6,970.00	Prominence Homes	Yes
C-04-34-28-160-3590-0350	7001 SAN BENITO DR, SEBRING	$ 5,454.00	$ 6,970.00	Prominence Homes	Yes
C-04-34-28-160-3590-0360	6987 SAN BENITO DR, SEBRING	$ 5,454.00	$ 6,970.00	Prominence Homes	Yes
C-04-34-28-160-3590-0380	6979 SAN BENITO DR, SEBRING	$ 5,454.00	$ 6,970.00	Prominence Homes	Yes
C-04-34-28-160-3600-0020	6787 SAN BENITO DR, SEBRING	$ 5,454.00	$ 6,916.00	Prominence Homes	Yes
C-04-34-28-160-3600-0030	6783 SAN BENITO DR, SEBRING	$ 5,400.00	$ 6,916.00	Prominence Homes	Yes
C-04-34-28-160-3600-0040	6779 SAN BENITO DR, SEBRING	$ 5,400.00	$ 6,916.00	Prominence Homes	Yes
C-04-34-28-160-3600-0090	6747 SAN BENITO DR, SEBRING	$ 5,400.00	$ 7,024.00	Prominence Homes	Yes
C-04-34-28-160-3600-0100	6743 SAN BENITO DR, SEBRING	$ 5,508.00	$ 7,024.00	Prominence Homes	Yes
C-04-34-28-160-3600-0110	6737 SAN BENITO DR, SEBRING	$ 5,508.00	$ 7,024.00	Prominence Homes	Yes
C-04-34-28-160-3600-0120	6731 SAN BENITO DR, SEBRING	$ 5,508.00	$ 7,024.00	Prominence Homes	Yes
C-04-34-28-160-3600-0140	6721 SAN BENITO DR, SEBRING	$ 5,508.00	$ 7,024.00	Prominence Homes	Yes
C-04-34-28-160-3600-0150	6715 SAN BENITO DR, SEBRING	$ 5,508.00	$ 7,024.00	Prominence Homes	Yes
C-04-34-28-160-3600-0170	6673 SAN BENITO DR, SEBRING	$ 5,508.00	$ 7,024.00	Prominence Homes	Yes
C-04-34-28-160-3600-0400	6708 SAN BRUNO DR, SEBRING	$ 5,508.00	$ 7,024.00	Prominence Homes	Yes
C-04-34-28-160-3600-0410	6712 SAN BRUNO DR, SEBRING	$ 5,508.00	$ 7,024.00	Prominence Homes	Yes
C-04-34-28-160-3600-0490	6760 SAN BRUNO DR, SEBRING	$ 5,508.00	$ 6,916.00	Prominence Homes	Yes

Parcel ID	Address	Min	Offer	Bidder	Recommend
C-04-34-28-161-7550-0030	7056 SAN BENITO DR, SEBRING	$ 5,400.00	$ 7,672.00	Prominence Homes	Yes
C-04-34-28-161-7560-0020	5383 PEBBLE BEACH DR, SEBRING	$ 6,010.20	$ 7,240.00	Prominence Homes	Yes
C-04-34-28-180-3790-0030	5223 MINORCA DR, SEBRING	$ 5,724.00	$ 6,216.00	Prominence Homes	Yes
C-04-34-28-180-3790-0040	5219 MINORCA DR, SEBRING	$ 5,400.00	$ 6,216.00	Prominence Homes	Yes
C-04-34-28-180-3790-0050	5213 MINORCA DR, SEBRING	$ 5,400.00	$ 6,216.00	Prominence Homes	Yes
C-04-34-28-180-3800-0030	5235 SUE DR, SEBRING	$ 5,400.00	$ 6,216.00	Prominence Homes	Yes
C-04-34-28-180-3800-0040	5223 SUE DR, SEBRING	$ 5,400.00	$ 6,216.00	Prominence Homes	Yes
C-04-34-28-180-3800-0050	5211 SUE DR, SEBRING	$ 5,400.00	$ 6,216.00	Prominence Homes	Yes
C-04-34-28-180-3800-0200	5162 BECKWORTH DR, SEBRING	$ 5,400.00	$ 6,216.00	Prominence Homes	Yes
C-04-34-28-180-3800-0210	5168 BECKWORTH DR, SEBRING	$ 5,400.00	$ 6,216.00	Prominence Homes	Yes
C-04-34-28-180-3800-0220	5200 BECKWORTH DR, SEBRING	$ 5,400.00	$ 6,216.00	Prominence Homes	Yes
C-04-34-28-180-3800-0230	5222 BECKWORTH DR, SEBRING	$ 5,400.00	$ 6,216.00	Prominence Homes	Yes
C-04-34-28-180-3800-0240	5236 BECKWORTH DR, SEBRING	$ 5,400.00	$ 6,216.00	Prominence Homes	Yes
C-04-34-28-180-3800-0250	5240 BECKWORTH DR, SEBRING	$ 5,400.00	$ 6,216.00	Prominence Homes	Yes
C-04-34-28-180-3810-0010	5239 BECKWORTH DR, SEBRING	$ 5,400.00	$ 6,216.00	Prominence Homes	Yes
C-04-34-28-180-3810-0020	5235 BECKWORTH DR, SEBRING	$ 5,400.00	$ 6,216.00	Prominence Homes	Yes
C-04-34-28-180-3810-0030	5221 BECKWORTH DR, SEBRING	$ 5,400.00	$ 6,216.00	Prominence Homes	Yes
C-04-34-28-180-3810-0040	5201 BECKWORTH DR, SEBRING	$ 5,400.00	$ 6,216.00	Prominence Homes	Yes
C-04-34-28-180-3810-0050	5169 BECKWORTH DR, SEBRING	$ 5,400.00	$ 6,216.00	Prominence Homes	Yes
C-04-34-28-180-3810-0060	5151 BECKWORTH DR, SEBRING	$ 5,400.00	$ 6,216.00	Prominence Homes	Yes
C-04-34-28-200-4410-0260	6240 MONTEREY ST, SEBRING	$ 900.00	$ 1,716.00	Prominence Homes	Yes
C-04-34-28-250-3810-0140	5100 BLAINE DR, SEBRING	$ 5,400.00	$ 6,916.00	Prominence Homes	Yes
C-04-34-28-250-3810-0150	5106 BLAINE DR, SEBRING	$ 5,400.00	$ 6,916.00	Prominence Homes	Yes
C-04-34-28-250-3810-0160	5112 BLAINE DR, SEBRING	$ 5,400.00	$ 6,916.00	Prominence Homes	Yes
C-04-34-28-250-3810-0170	5118 BLAINE DR, SEBRING	$ 5,400.00	$ 6,916.00	Prominence Homes	Yes
C-04-34-28-250-3810-0180	5204 BLAINE DR, SEBRING	$ 5,400.00	$ 6,916.00	Prominence Homes	Yes
C-04-34-28-250-3810-0190	5216 BLAINE DR, SEBRING	$ 5,400.00	$ 6,916.00	Prominence Homes	Yes
C-04-34-28-250-3810-0200	5220 BLAINE DR, SEBRING	$ 5,400.00	$ 6,916.00	Prominence Homes	Yes
C-04-34-28-250-3810-0210	5234 BLAINE DR, SEBRING	$ 5,400.00	$ 6,916.00	Prominence Homes	Yes
C-04-34-28-250-4920-0250	6100 MICHELANGELO ST, SEBRING	$ 5,670.00	$ 7,186.00	Prominence Homes	Yes
C-21-36-29-170-3820-0010	1066 LORCA ST, LAKE PLACID	$ 5,400.00	$ 5,650.00	Raymond Huber	Yes
C-04-34-28-130-2660-0550	2710 MONZA DR, SEBRING	$ 11,715.30	$ 13,500.00	Sergio Leonardi	Yes

Parcel ID	Address	Min	Offer	Bidder	Recommend
C-04-34-28-151-7430-0070	4948 MENDAVIA DR, SEBRING	$ 11,700.00	$ 13,500.00	Sergio Leonardi	Yes
C-04-34-28-151-7500-0140	4425 CREMONA DR, SEBRING	$ 4,590.00	$ 6,800.00	Sergio Leonardi	Yes
C-04-34-28-151-7410-0020	5133 ANGELO CIR, SEBRING	$ 9,152.10	$ 13,000.00	Shailan Developers LLC	Yes
C-04-34-28-160-3310-0060	6929 SAN BENITO DR, SEBRING	$ 5,454.00	$ 7,100.00	Shailan Developers LLC	Yes
C-04-34-28-160-3310-0070	6923 SAN BENITO DR, SEBRING	$ 5,454.00	$ 7,100.00	Shailan Developers LLC	Yes
C-04-34-28-160-3310-0080	6917 SAN BENITO DR, SEBRING	$ 5,454.00	$ 7,100.00	Shailan Developers LLC	Yes
C-04-34-28-160-3310-0090	6901 SAN BENITO DR, SEBRING	$ 5,454.00	$ 7,100.00	Shailan Developers LLC	Yes
C-04-34-28-160-3320-0050	6941 DICKINSON DR, SEBRING	$ 5,454.00	$ 7,100.00	Shailan Developers LLC	Yes
C-04-34-28-160-3320-0060	6935 DICKINSON DR, SEBRING	$ 5,454.00	$ 7,100.00	Shailan Developers LLC	Yes
C-04-34-28-160-3320-0070	6921 DICKINSON DR, SEBRING	$ 5,454.00	$ 7,100.00	Shailan Developers LLC	Yes
C-04-34-28-160-3320-0090	6903 DICKINSON DR, SEBRING	$ 5,454.00	$ 7,100.00	Shailan Developers LLC	Yes
C-04-34-28-160-3320-0390	6924 SAN BENITO DR, SEBRING	$ 5,454.00	$ 7,100.00	Shailan Developers LLC	Yes
C-04-34-28-160-3360-0050	6940 DICKINSON DR, SEBRING	$ 5,454.00	$ 7,150.00	Shailan Developers LLC	Yes
C-04-34-28-160-3360-0060	6936 DICKINSON DR, SEBRING	$ 5,454.00	$ 7,150.00	Shailan Developers LLC	Yes
C-04-34-28-160-3360-0080	6918 DICKINSON DR, SEBRING	$ 5,454.00	$ 7,150.00	Shailan Developers LLC	Yes
C-04-34-28-160-3360-0090	6910 DICKINSON DR, SEBRING	$ 9,153.00	$ 7,150.00	Shailan Developers LLC	Yes
C-04-34-28-160-3450-0410	4983 SAN LORENZO DR, SEBRING	$ 5,454.00	$ 11,000.00	Shailan Developers LLC	Yes
C-04-34-28-160-3510-0360	4961 SAN IGNACIO DR, SEBRING	$ 11,700.00	$ 11,000.00	Shailan Developers LLC	Yes
C-15-35-30-020-00K0-0190	416 FABBER CT, SEBRING	$ 4,725.00	$ 7,500.00	Sharon Pridgeon-Fernell	Yes
C-04-34-28-160-3550-0230	5208 PEBBLE BEACH DR, SEBRING	$ 5,400.00	$ 8,000.00	Stefan Doig	Yes
C-04-34-28-160-3550-0240	5216 PEBBLE BEACH DR, SEBRING	$ 5,400.00	$ 8,000.00	Stefan Doig	Yes
C-04-34-28-160-3550-0250	5222 PEBBLE BEACH DR, SEBRING	$ 5,400.00	$ 10,000.00	Stefan Doig	Yes
C-04-34-28-160-3550-0260	5228 PEBBLE BEACH DR, SEBRING	$ 5,508.00	$ 12,000.00	Stefan Doig	Yes
C-04-34-28-160-3550-0270	5234 PEBBLE BEACH DR, SEBRING	$ 5,454.00	$ 12,000.00	Stefan Doig	Yes
C-04-34-28-160-3550-0280	5240 PEBBLE BEACH DR, SEBRING	$ 5,454.00	$ 10,000.00	Stefan Doig	Yes
C-04-34-28-160-3550-0290	5246 PEBBLE BEACH DR, SEBRING	$ 5,454.00	$ 8,000.00	Stefan Doig	Yes
C-21-36-29-040-0320-0170	3043 REDWOOD RD, LAKE PLACID	$ 3,600.00	$ 3,777.00	The Avana Group LLC	Yes
C-21-36-29-070-1150-0190	3134 FOREST AVE, LAKE PLACID	$ 2,767.50	$ 4,370.00	The Avana Group LLC	Yes
C-21-36-29-180-4970-0090	3523 HORNE ST, LAKE PLACID	$ 2,767.50	$ 3,700.00	The Avana Group LLC	Yes
C-21-36-29-180-5340-0130	1105 MENDOZA ST, LAKE PLACID	$ 3,600.00	$ 3,700.00	The Avana Group LLC	Yes
C-24-35-28-040-0070-0010	1313 QUEEN AVE, SEBRING	$ 3,150.00	$ 3,270.00	The Avana Group LLC	Yes
C-24-35-28-070-0030-0010	5402 OLIVE RD, SEBRING	$ 2,997.00	$ 3,370.00	The Avana Group LLC	Yes

Parcel ID	Address	Min	Offer	Bidder	Recommend
C-04-34-28-080-0810-0680	7621 CASILLA ST, SEBRING	$ 1,800.00	$ 3,000.00	Yvonne Jackson	Yes
C-04-34-28-140-2940-0270	6614 BALBOA BLVD, SEBRING	$ 640.00	$ 3,000.00	Yvonne Jackson	Yes
C-04-34-28-140-2940-0280	6624 BALBOA BLVD, SEBRING	$ 640.00	$ 5,000.00	Yvonne Jackson	Yes
C-14-37-29-040-0370-0290	124 W CANAL WAY NE, LAKE PLACID	$ 2,700.00	$ 3,500.00	Yvonne Jackson	Yes
C-21-36-29-180-4940-0230	3520 LISBON ST, LAKE PLACID	$ 3,600.00	$ 4,000.00	Yvonne Jackson	Yes

Notice of Intent to Accept Offer was posted to Highlandsfl.gov at 3:00 p.m. on August 2nd 2021

The Board of County Commissioners will consider the offers at their August 17th Board Meeting which will begin at 9:00 AM

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 17, 2021

PRESENTER: **David Nitz, OMB Manager**

SUBJECT/TITLE: **Request approval of Budget Amendment 20-21-124 to provide funding for PEMT annual contribution.**

STATEMENT OF ISSUE

Highlands County entered into an agreement in FY 19/20 with the State of Florida, Agency for Health Care Administration for the Medicaid Managed Care component of the Public Emergency Medical Transportation (PEMT) program, a supplemental payment program that provides additional funding for public EMS providers that service Medicaid Managed Care recipients.

For this program to operate, it requires providers to contribute Intergovernmental Transfers (IGTs) that are in turn utilized to draw down additional Federal dollars. The additional Federal dollars, as well at the IGT amounts are then returned to the provider community. The annual contribution is roughly 40% of the annual distribution from the State of Florida.

RECOMMENDED ACTION

Move to approve budget amendment 20-21-124 to provide funding for the PEMT annual contribution.

FISCAL IMPACT

There is no fiscal impact to Fund 005 (General) or the overall budget as this budget amendment is transferring $121,090 from cost center 9990 (Budget Expenditure AC/005), account 59900 (Reserve for Contingency) to cost center 5105 (Ambulance Service 005), account 53400 (Contractual Services).

Attachments: 20-21-124 PEMT Fee.pdf
20-21-124 PEMT Fee (Reserve).pdf
20-21-124 PEMT Year 3 MCO Projections.pdf

APPROVED
BOARD OF COUNTY COMMISSIONERS
August 5, 2021
O.M.B DEPARTMENT
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **8/4/2021** SUBMITTED BY: **OMB**

FUND(S): **005** FUND TITLE(S): **General** COST CENTER(S) #: **5105, 9990**

PROJECT(S) #: PROJECT TITLE(S): COST CENTER TITLE(S): **Ambulance Service 005, Budget Expenditure AC/005**
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	**005**	**9990**	**59900**	**Reserve for Contingency**		**334,095.00**		**121,090.00**	**213,005.00**
E	**005**	**5105**	**53400**	**Contractual Services**		**332,125.00**	**121,090.00**		**453,215.00**
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: **To move funding from Reserve for Contingency to Ambulance Service for the PEMT annual subscription fee for FY 21/22.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **20-21-124**

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

SIGNATURE: _____

DATE: ____/____/____

TRANSFER TYPE:

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

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS
RESERVE FOR CONTINGENCY ADJUSTMENTS

GENERAL FUND - 005 (9990)

FISCAL YEAR 2020-2021

DATE INTENDED	BCC APPROVED	B.A.#	AMOUNT	BALANCE	DESCRIPTION
10/01/20		BEGINNING BALANCE		**$445,000.00**	
10/06/20	10/06/20	20-21-006	($41,405.00)	$403,595.00	To adjust the Property Appraiser's budget to reflect the DOR salary adjustment and employee COLA/merit.
12/15/20	12/15/20	20-21-140	($50,000.00)	$353,595.00	To set up funding for Clerk IT purchases to benefit BOCC departments.
06/01/21	06/01/21	20-21-085	($19,500.00)	$334,095.00	For Board approved Agreement with Merchant McIntyre Associates for government relations services for 3 months.
08/17/21		20-21-124	($121,090.00)	$213,005.00	To provide funding for the PEMT required contribution.
REVISED TOTAL:				**$213,005.00**	

CONTINUED ON NEXT PAGE

SFY 2021-22 PEMT MCO Projections

	Provider	Total Allotment	Total IGTs Needed	Net New Federal Funding
1	Alachua County Fire Rescue	1,158,880.29	451,615.65	707,264.64
2	Baker County Fire Rescue	37,313.02	14,540.88	22,772.14
3	Bay County EMS	526,735.50	205,268.82	321,466.68
4	Boynton Beach Fire Rescue	160,756.94	62,646.98	98,109.96
5	Bradford County EMS	167,286.72	65,191.63	102,095.08
6	Brevard County Fire Rescue	1,320,259.11	514,504.98	805,754.14
7	Broward Sheriffs Fire Rescue	983,198.14	383,152.32	600,045.83
8	Charlotte County Fire & EMS	354,784.66	138,259.58	216,525.08
9	City of Apopka Fire Department	160,135.06	62,404.63	97,730.42
10	City of Fernandina Beach Fire Department	11,815.79	4,604.61	7,211.18
11	City of Greenacres	94,215.38	36,715.73	57,499.65
12	City of Hialeah Fire Department	316,227.87	123,234.00	192,993.87
13	City of Jacksonville - Fire Division Rescue Services	3,620,606.95	1,410,950.53	2,209,656.42
14	City of Key West Fire Department	56,280.48	21,932.50	34,347.97
15	City of Lauderhill Fire Rescue Department	372,197.40	145,045.33	227,152.07
16	City of Margate	166,042.95	64,706.94	101,336.01
17	City of Miami Fire-Rescue Department	1,908,872.04	743,887.44	1,164,984.61
18	City of Miramar Fire Rescue	171,018.02	66,645.72	104,372.30
19	City of Ocoee Fire Department	72,449.45	28,233.55	44,215.90
20	City of Pembroke Pines Fire Rescue Department	348,565.82	135,836.10	212,729.72
21	City of Plantation	148,941.15	58,042.37	90,898.78
22	City of Sanford	226,365.67	88,214.70	138,150.97
23	City of St. Cloud Fire Rescue	107,896.82	42,047.39	65,849.43
24	City of Stuart Fire Rescue	52,238.23	20,357.24	31,880.99
25	City of Sunrise Fire Rescue	213,306.11	83,125.39	130,180.72
26	City of Tamarac Fire Department	113,804.72	44,349.70	69,455.02
27	Clay CBOCC - Clay County Fire Rescue	362,247.26	141,167.76	221,079.50
28	Collier County EMS	587,680.11	229,018.94	358,661.17
29	Coral Springs Fire Department	209,263.87	81,550.13	127,713.74
30	County of Desoto BCC - Desoto County Fire Rescue	126,553.33	49,317.83	77,235.50
31	County of Volusia	1,710,491.14	666,578.40	1,043,912.74
32	Delray Beach Fire Rescue	302,235.48	117,781.17	184,454.32
33	Dixie County BOCC - Dixie County Emergency Services	150,184.92	58,527.06	91,657.85
34	Flagler County Fire Rescue Department	129,040.87	50,287.23	78,753.64
35	Fort Lauderdale Fire Rescue	1,084,876.13	422,776.23	662,099.90
36	Fort Myers Beach Fire Department	42,288.09	16,479.67	25,808.42
37	Gilchrist County	102,299.87	39,866.26	62,433.61
38	Hamilton County EMS	98,257.63	38,291.00	59,966.63
39	Hardee County	67,785.32	26,415.94	41,369.38
40	Hendry County	119,090.73	46,409.66	72,681.07
41	Hernando County Fire Rescue	541,971.65	211,206.35	330,765.30
42	Highlands County EMS	275,805.42	107,481.37	168,324.05
43	Hillsborough County Fire Rescue	1,806,572.17	704,021.18	1,102,551.00
44	Hollywood Fire Rescue & Beach Safety Department	557,518.75	217,265.05	340,253.69
45	Indian River County ALS	345,767.34	134,745.53	211,021.81
46	Jefferson County Ambulance Service - Jefferson County Fire Rescue	117,225.08	45,682.61	71,542.47
47	Kissimmee Fire Department	415,107.38	161,767.34	253,340.03
48	Lake Emergency Medical Services	1,130,273.64	440,467.64	689,806.00
49	Lake Mary Fire Department	40,733.38	15,873.80	24,859.58
50	Lee County EMS	1,418,205.80	552,674.80	865,531.00
51	Lehigh Acres Fire Control and Rescue District	305,344.90	118,992.91	186,351.99
52	Leon County EMS	1,413,230.73	550,736.02	862,494.71
53	Levy County Department of Public Saftey	250,308.19	97,545.10	152,763.09
54	Maitland Fire Rescue Department	19,900.28	7,755.14	12,145.14
55	Manatee County EMS	762,740.37	297,239.92	465,500.45
56	Martin County Fire Rescue	180,657.22	70,402.12	110,255.10
57	Marion County Fire Rescue	1,668,203.05	650,098.73	1,018,104.32
58	Miami Beach Fire Department	110,073.42	42,895.61	67,177.81
59	Miami -Dade Fire Rescue	2,667,259.23	1,039,430.92	1,627,828.31
60	North Lauderdale Fire Rescue	124,687.68	48,590.79	76,096.89
61	North Port Fire Rescue	123,443.92	48,106.09	75,337.82
62	Oakland Park Fire Rescue	188,741.71	73,552.64	115,189.06
63	Okaloosa County EMS	517,718.19	201,754.78	315,963.41
64	Okeechobee County Fire Rescue	157,958.46	61,556.41	96,402.05
65	Orange County Fire Rescue	2,894,557.72	1,128,009.14	1,766,548.58
66	Orlando Fire Department	1,045,697.46	407,508.30	638,189.16
67	Osceola County Fire Department	508,700.87	198,240.73	310,460.14
68	Palm Beach County Fire Rescue	1,632,444.74	636,163.71	996,281.02
69	Palm Beach Gardens Fire Rescue	100,434.22	39,139.22	61,295.00
70	Pasco County Board of County Commissioners - Fire Rescue	1,957,378.97	762,790.59	1,194,588.39
71	Pinellas County EMS Authority DBA Sunstar	4,669,102.89	1,819,549.40	2,849,553.49
72	Plant City Fire Rescue	126,553.33	49,317.83	77,235.50
73	Polk County Fire Rescue	2,931,248.86	1,142,307.68	1,788,941.18
74	Pompano Beach Fire Rescue	589,545.76	229,745.98	359,799.77
75	Riviera Beach Fire Department	282,024.26	109,904.85	172,119.41
76	Sarasota County Fire Department	592,966.12	231,078.90	361,887.22
77	Seminole County Fire Department	616,908.64	240,409.30	376,499.34
78	South Walton Fire District	22,698.76	8,845.70	13,853.05
79	St. Lucie County Fire District	1,065,286.79	415,142.26	650,144.53
80	Tampa Fire Department	1,461,426.72	569,517.99	891,908.72
81	Temple Terrace Fire Department	92,971.61	36,231.04	56,740.58
82	Town of Davie Fire Rescue	193,716.78	75,491.43	118,225.35
83	Wakulla County Fire Rescue	111,939.07	43,622.65	68,316.41
84	Walton County Fire Rescue	168,219.54	65,555.16	102,664.39
85	West Palm Beach Fire Department	563,426.64	219,567.36	343,859.28
86	Winter Park Fire-Rescue	57,524.24	22,417.20	35,107.05
		54,786,711.00	**21,350,381.28**	**33,436,329.72**

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 17, 2021

PRESENTER: **Paul Blackman, Sheriff**

SUBJECT/TITLE: **Request approval of Budget Amendment 20-21-126 and Resolution to appropriate additional revenue received by the Sheriff's office.**

STATEMENT OF ISSUE

In previous years, the Sheriff's Office netted the revenues and expenditures in its financial statements. The external auditors have determined that the Sheriff's Office needs to report the revenue separately as "Charges for Services". Thus, the Extra Duty services revenue in FY 20-21 of $211,764.15 needs to be reflected as "Charges for Services" by the Sheriff's office, along with a corresponding budget increase of $211,764.15 in Law Enforcement Personal Services.

Also, the Sheriff's Office received additional Misc Revenue, the bulk of which is CARES ACT reimbursements processed through the County, in FY 20-21 of $411,494.35 along with a corresponding budget increase of $411,494.35 in Law Enforcement Personal Services.

In addition, the Sheriff's office receives miscellaneous revenue for property sold at auction. In previous years these revenues and expenditures were netted in the financial statements on the Sheriffs books. As these amounts have increased, it has been determined that for proper financial reporting, these revenues need to be reported as revenue separately in an "Asset Dispositions" account. Thus, the revenue collected in FY 20-21 of $141,130.50 needs to be reflected as "Asset Dispositions" by the Sheriff's Office, along with a corresponding budget increase of $141,130.50 in Law Enforcement Capital Outlay on the Board Side.

RECOMMENDED ACTION

Move to approve budget amendment 20-21-126 and associated resolution to appropriate additional revenue received by the Sheriff's Office.

FISCAL IMPACT

The fiscal impact is an increase to Fund 005 (General) and the overall budget in the amount of $764,389.00. This budget amendment is recording the additional revenue in account 3421000 (Law Enforcement Services) and appropriating said funds in cost center 3101 (Sheriff-005), account 51001 (Personal Services Elected Official) and 56001 (Capital Outlay Elected Official) in the amounts of $623,258.50 and $141,130.50, respectively.

Attachments: 20-21-126 Sheriff Add'l Revenue (BA).pdf
20-21-126R Sheriff Add'l Revenue (Resolution).pdf

APPROVED
BOARD OF COUNTY COMMISSIONERS
August 9, 2021
O.M.B DEPARTMENT
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **8/9/2021** SUBMITTED BY: **Sheriff**

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

PROJECT(S) #: PROJECT TITLE(S): COST CENTER TITLE(S): **Sheriff-005**
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	005		3421000	Law Enforcement Services		0.00	764,389.00		764,389.00
E	005	3101	51001	Personal Services Elected Official		16,646,902.00	623,258.50		17,270,160.50
E	005	3101	56001	Capital Outlay Elected Official		25,000.00	141,130.50		166,130.50
									0.00
									0.00
									0.00
									0.00

REASON: **To appropriate Extra Duty, Asset Sales and Other Misc Revenue collected in FY 20/21 as recommended by the County Auditors.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **20-21-126**

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

SIGNATURE: _____

DATE: ____/____/____

TRANSFER TYPE:

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

Signature: _____ Posted by Clerk: _____

Form Revised 08/05/2020

617

RESOLUTION NUMBER 20-21-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR HIGHLANDS COUNTY, FLORIDA AUTHORIZING AMENDMENT TO THE GENERAL FUND.

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

WHEREAS, the following budget amendment is necessary and proper within the General Fund; and

WHEREAS, the Sheriff's Office, upon request from the general public, provides additional fee-based law enforcement services ("Extra Duty"). In FY 20-21 these Extra Duty services generated $211,764.15 in additional revenue along with offsetting expenditures of the same amount; and the Sheriff's Office received additional Other Misc revenues in the amount of $411,494.35 along with offsetting expenditures of the same amount; and the Sheriff's Office received additional revenues for Asset Dispositions in the amount of $141,130.50 which should be appropriated, totaling $764,389.00 in additional revenue; and

WHEREAS, the funds must be appropriated to accomplish the fund purposes within the General Fund.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Highlands County, Florida this _____ day of _____, 2021 that budget amendment 20-21-126 is hereby approved and authorized.

BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA

_____
Chairperson

Attest:_____
Clerk of Courts

Approved as to Budgetary Requirements

_____
OMB Department

G:\BUS\OMB\.New OMB (To be retained)\BUDGET AMENDMENTS\Resolutions\Resolutions 2020-21\20-21-126R Sheriff Add'l Revenue.docx

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 17, 2021

PRESENTER: **Sherri L. Bennett, Risk Management Coordinator**

SUBJECT/TITLE: **Request approval of Property, Crime, Automobile, General Liability, Miscellaneous Liability, Watercraft, and Workers' Compensation insurance FY2021/2022 to Public Risk Insurance Advisors (PRIA) Agent of Record for Preferred Governmental Insurance Trust (Preferred). In response to request for proposal 21-012.**

STATEMENT OF ISSUE

The Property, Crime, Automobile, General Liability, Miscellaneous Liability*, Watercraft, and Workers' Compensation insurance was put out for bid March 6, 2021. Three submissions were received on June 16, 2021. The evaluation committee met on June 30, 2021, and committee recommended award to Public Risk Insurance Advisors (PRIA) Agent of Record for Preferred Governmental Insurance Trust (Preferred). The Recommendation for Award was posted on July 8, 2021,

RECOMMENDED ACTION

Move to approve the Property, Crime, Automobile, General Liability, Miscellaneous Liability, Watercraft, and Workers' Compensation Insurance Policies for FY 2021/2022, and annual contract period renewals upon mutual agreement to Public Risk Insurance Advisors (PRIA) Agent of Record for Preferred Governmental Insurance Trust (Preferred).

FISCAL IMPACT

The Fiscal Impact is a savings of $366,856 from the previous year. Total premium for FY 21/22 is $1,521,500.

Attachments: Signature Pages Agenda 8-17-2021.pdf
RFP 21-012 Recommended Award signed.pdf

Premium Recapitulation
Page 1 of 2

	Annual Premium	Check Option Accept	Reject
***Preferred* Package**			
Property including Equipment Breakdown	$526,800.00	☑	☐
Inland Marine	$40,801.00	☑	☐
Crime / Employee Dishonesty	$2,850.00	☑	☐
General Liability	$83,336.00	☑	☐
Deadly Weapon Protection*	Included		
Public Officials / Employment Practices Liability	$122,781.00	☑	☐
Automobile Liability	$90,756.00	☑	☐
Automobile Physical Damage	$118,716.00	☑	☐
Package Payment Plan:	50% Down, 2-25% Installments	☑	☐

***Deadly Weapon Protection Coverage: Any Event that occurs at a Location which has been specifically leased or loaned by the County to any other entity or individual to host a permitted event planned and ticketed for more than 15,000 attendees over the duration of the event, MUST BE reported to AND APPROVED by *Preferred* PRIOR to event. The Trust may, at their discretion, charge an additional premium and/or impose additional conditions specifically for that event.**

Workers' Compensation	$474,737.00	☑	☐
Workers' Compensation Payment Plan:	25% Down, 9 Installments	☑	☐

All lines of coverage must be accepted in order to bind coverage with *Preferred*.

Premium Recapitulation
Page 2 of 2

	Annual Premium	Check Option Accept	Reject
Pollution Liability	$44,227.00	☑	☐
Optional TRIA	*$442.27*	☑	☐
Watercraft Hull & Liability			
Option 1: Great American Ins. Co. (Incumbent)	$11,180.00	☑	☐
Option 2: Atlantic Specialty Ins. Co.	$10,014.00	☐	☑
Optional TRIA	*$297.00*	☐	☑
Fiduciary Liability 3-year policy term (w/ Annual Installments of $3,095.00)	$9,285.00	☑	☐
Excess Crime	$1,779.00	☑	☐

I authorize PRIA to request the underwriters to bind coverage on the items indicated above and acknowledge receipt of the Compensation and Financial Condition Disclosure(s) provided in this proposal.

_____
(Signature)

_____
(Name & Title)

_____
(Date)

Statement Acknowledging That Coverage Has Been Placed With A Non-Admitted Carrier

Per Florida Statute, the insured is required to sign the following E&S disclosure:

The undersigned hereby agrees to place insurance coverage in the surplus lines market and understands that superior coverage may be available in the admitted market and at a lesser cost. Persons insured by surplus lines carriers are not protected by the Florida Insurance Guaranty Association with respect to any right of recovery for the obligation of an insolvent unlicensed insurer.

Highlands County Board of County Commissioners
Named Insured

Signature of Insured's Authorized Representative — Date

Indian Harbor Insurance Company
Name of Excess and Surplus Lines Carrier

Pollution Liability	PEC003164010
Type of Insurance	Renewal of Policy Number
10/1/2021 – 10/1/2022	Florida
Effective/Expiration Date of Coverage	State

Preferred® PGIT GOVERNMENTAL INSURANCE TRUST

Named Covered Party:	Highlands County, a Political Subdivision of the State of Florida
Agreement Number:	10/01/2021 to 10/01/2022
Coverage Provided By:	Preferred Governmental Insurance Trust
Quote Number:	PK FL1 0281028 21-14

YOU ARE ELECTING NOT TO PURCHASE CERTAIN VALUABLE COVERAGE WHICH PROTECTS YOU AND YOUR FAMILY OR YOU ARE PURCHASING UNINSURED MOTORISTS LIMITS LESS THAN YOUR BODILY INJURY LIABILITY LIMITS WHEN YOU SIGN THIS FORM. PLEASE READ CAREFULLY.

Uninsured Motorist coverage provides for payment of certain benefits for damages caused by owners or operators of uninsured motor vehicles because of bodily injury or death resulting there from. Such benefits may include payments for certain medical expenses, lost wages, and pain and suffering, subject to limitations and conditions contained in the Coverage Agreement. For the purpose of this coverage, an uninsured motor vehicle may include a motor vehicle as to which the bodily injury limits are less than your damages.

Florida law requires that automobile liability coverage agreements include Uninsured Motorist coverage at limits equal to the Bodily Injury limits in your coverage agreement unless you select a lower limit offered by the Trust, or reject Uninsured Motorist entirely. Please indicate whether you desire to entirely reject Uninsured Motorist coverage, or, whether you desire this coverage at limits lower than the Bodily Injury Liability limits of your Coverage Agreement:

[√] a. I hereby reject Uninsured Motorist coverage.

[ ] b. I hereby select the following Uninsured Motorist limits which are lower than my Bodily Injury Liability Limits:
each person (enter limit if applicable)
each accident

[ ] c. I hereby select Uninsured Motorist coverage limits equal to my Bodily Injury Liability limits. (If you select this option disregard the bold face statement above.)

ELECTION OF NON-STACKED COVERAGE

(Do not complete if you have rejected Uninsured Motorist)

You have the option to purchase, at a reduced rate, non-stacked (limited) type of Uninsured Motorists coverage. Under this form if injury occurs in a vehicle owned or leased by you or any family member who resides with you, this Coverage Agreement will apply only to the extent of coverage (if any) which applies to that vehicle in this Coverage Agreement. If an injury occurs while occupying someone else's vehicle, or you are struck as a pedestrian, you are entitled to select the highest limits of Uninsured Motorist coverage available on any one vehicle for which you are a Named Covered Party, covered family member, or covered resident of the Named Covered Party's household. This Coverage Agreement will not apply if you select the coverage available under any other Coverage Agreement issued to you or the Coverage Agreement of any other family member who resides with you.

If you do not elect to purchase the non-stacked form, your Coverage Agreement limit(s) for each motor vehicle are added together (stacked) for all covered injuries. Thus, your Coverage Agreement limits would automatically change during the Coverage Agreement term if you increase or decrease the number of autos covered under the Coverage Agreement.

[ ] I hereby elect the non-stacked form of Uninsured Motorist coverage.

I understand and agree that selection of any of the above options applies to my liability Coverage Agreement and future renewals or replacements of such Coverage Agreement which are issued at the same Bodily Injury Liability limits. If I decide to select another option at some future time, I must let the Trust or my agent know in writing.

Signature _____ **Title** _____

Name _____ **Date** _____

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.

Preferred PGIT GOVERNMENTAL INSURANCE TRUST

Named Covered Party: Highlands County, a Political Subdivision of the State of Florida
Term: 10/01/2021 to 10/01/2022
Coverage Provided by: Preferred Governmental Insurance Trust
Quote Number: WC FL1 0281028 21-14 01 - 2

DRUG-FREE WORKPLACE PREMIUM CREDIT PROGRAM APPLICATION

Testing:
Procedures for drug testing have been established and/or drug testing has been conducted in the following areas:

- [x] Job Applicant Safety Sensitive
- [x] Reasonable suspicion
- [ ] Routine fitness for duty
- [x] Follow-up testing to Employee Assistance Program

Notice of Employer's Drug Testing Policy:

- [x] Copy to all employees prior to testing
- [ ] Posted on/at employer's premises
- [ ] Show notice of drug testing on vacancy announcements
- [x] Copy to job applicants prior to testing
- [x] Copies available to personnel office or other suitable locations
- [ ] General notice given 60 days prior to testing
- [ ] No notice required because drug testing program in place prior to July 1, 1990

Education:

- [ ] Resource file on providers
- [ ] Employee Assistance Program
- [ ] Education

Name of Medical Review Officer: _____

A. Name of approved Agency for Health Care Administration lab or United States Department of Health and human Services Certified Laboratory: FS Solutions

B. Phone Number: 215-396-6500

C. Address: 100 Highpoint Dr. Ste 102 Chalfont, PA 18914

Your certification is subject to physical verification by "Preferred (The Trust)". Your coverage agreement is subject to additional premium for reimbursement of premium credit, and cancellation provisions of the Coverage Agreement if it is determined that you misrepresented your compliance with Florida law. Any person who knowingly and with intent in injure, defraud, or deceive any insurer, files a statement of claim or an application containing any false, incomplete, or misleading information with the purpose of avoiding or reducing the amount of premiums for workers compensation coverage is guilty of a felony of the third degree, punishable as provided in Section 775.082, s. 775.083, or s. 775.084, Florida Statutes.

Under penalties of perjury, I declare that I have read the foregoing Application for Drug-Free Workplace Premium Credit Program, and that the facts stated in it are true.

Highlands County BOCC
Employer Name

_____
Officer/Owner Signature*

_____
Date

_____
Title

*Application must be signed by an officer or owner.

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.

HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS
Purchasing Division

RECOMMENDATION FOR AWARD
21-012 RFP
Property and Casualty Insurance
Proposal Opening Date: June 16, 2021

	LOCAL VENDOR	TOTAL SCORE	RANK
The Gehring Group, Inc.	NO	223	3
Public Risk Insurance Advisors (PIRA)	NO	281	1
World Risk Mnagement, LLC (WRM)	NO	223	2

Local Preference was not used to award this project.

This award will be from the date of the contract services date for a one year period and may be extended upon mutual agreement.

Intent to Award was posted to highlandfl.gov at 3:30 P.M. on June 30, 2021.

End of protest period: 4 P.M. on July 6, 2021.

Recommendation:

Recommed awarding to the highest scoring and highest ranked responsive and responsible proposer Public Risk Insurance Advisors (PRIA).

Christine Davis 7-7-21 Stacy L. Barnett 7/7/21

Christine Davis, Purchasing Manager Date Human Resources Manager & Risk Coor. Date

Recommendation approved by:

Randy Vosburg Digitally signed by Randy Vosburg
Date: 2021.07.08 14:13:41 -04'00'

Randy Vosburg, County Administrator Date

This is not a notice to proceed.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: 8/17/2021

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 August 11 ,2021

RECOMMENDED ACTION

None. This is being provided for informational purposes.

Attachments: COUNTY ATTORNEY LOG 2.pdf

County Attorney Log

	Commissioner Priority	RECEIVED FROM	REQUEST	STATUS
1	Priority 8	Clinton Howerton	Review Somervale Downs Right-of-way dedications	Assigned – SS-waiting on additional information
2	Priority 8	Dawn Ritter	Review IMWID Easements and Agreements	Assigned-SS/Drafts prepared/mtgs. set
3	Priority 4	Valerie Fleeger	Review request for a street light procedure	Additional information needed
4	Priority 4	Melony Culpepper	Review e-mail regarding legal lots of record	Assigned-SS/Under review
5	Priority 7	Tanya Cannady	Review MOU with University of Florida	Assigned-SS/under review
6	Priority 7	Jennifer Willis	Review Resolution – Road Closures request – Crutchfield Groves	Assigned -SS/under review
7	Priority 4	Dena Peterson	Review Final Plat – Dollar General Store	Assigned-SS/Under review
8	Priority 4	Thomas Haralson	Review Monday.com Agreement	Assigned-MR/under review
9	Priority 4	Marc Bashoor	MDi Ride Agreement	Assigned-SS/Under review
10	Priority 7	Sarah Albritton	Review Lincoln Heights Park Lease Agreement	Assigned SS/Under review
11	Priority 4	Johnathan Harris	Invasive Plant Management Assets Resolution	Assigned SS/Under review
12		Melony Culpepper	Resolutions- Crews, Guerrero, JGS.	SS/Assigned
13	Priority 7	David Nitz	Interlocal Fuel Tax agreements	Assigned SS/Under review
14	Priority 4	Jeff King	JobEQ Subscription agreement	MR/Under review

15	Priority 4	Clinton Howerton	Sebring Parkway Maintenance Agreement	Assigned SS/Under review
16	Priority 4	Chantel Brutus	FSF Grants for Visit Sebring/Pro Watercross	Assigned MR/Under review
17	Priority 4	March Bashoor	Sun N Lake EMS/SWFWMD RAI	SS/Under review
18	Priority 4	Chantel Brutus	Review/ Update all 5 TDC Grant Contracts	MR/Under review
19	Priority 4	Liz Barber	Echosign.com software agreement	SS/Under review
20	Priority 7	Brandon Gunn	575 County Deeds for preparation	MR/CB-Assigned

STATUS NOTES

Assigned – will be followed by initials of attorney
Under Review – being worked on by attorney
Additional Information Needed – information being sought
Meeting Scheduled or Needed – meeting scheduled or coordination underway
Pending – newly provided without sufficient time to assign or perform cursory review
Blank – lacking information and detail when added to log

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 17, 2021

PRESENTER: **Randy Vosburg, County Administrator**

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

STATEMENT OF ISSUE

Attached are the copies of the Commissioner's Priorities and Project Status Report as of August 3, 2021.

RECOMMENDED ACTION

This information is being provided for informational purposes

FISCAL IMPACT

No Fiscal Impact.

Attachments: Status - Project Updates (FINAL) 8.17.2021.pdf
Status - Commissioner's Priorities (FINAL) 8.17.2021.pdf

#	Departments	Project - Pending Items List	Status	Next Action	Date of Next Action
1	Engineering	Sebring Parkway Phase IIA	Construction began 10/12/2020 - On Schedule	Construction Final Completion	09/01/22
2	Engineering	Sebring Parkway Phase IIB	Construction began 10/12/2020 - On Schedule	Construction Final Completion	09/01/22
3	Engineering - Road & Bridge	Lacey Hills Improvement Projects	No change	Included in Carter Creek Watershed Study area. Awaiting results from study.	Pending funding
4	Engineering - Road & Bridge	Evaluation of Sebring Falls drainage issues	No change	Included in Sebring Watershed Study. Awaiting results from study.	Pending funding
5	Engineering - Road & Bridge	Memorial Drive Culvert Replacement and Extension	Dewatering design/permitting underway.	Complete re-design and construct 2021	Ongoing
6	Engineering	Heron St. Roadway Improvements - Project #18007	90% Plans submitted to FDOT	Receive and address comments from FDOT and finalize plans	7/24/2021
7	Engineering	W. Stryker Rd. Roadway Improvements - Project #18008	90% Plans submitted to FDOT	Receive and address comments from FDOT and finalize plans	TBD
8	Engineering	CR 623 Improvements - Project #18009 (Kenilworth Blvd)	BID documents sent to FDOT for final approval	Final approval of bid docs then advertise for bid.	TBD
9	Economic Development	Econ. Dev. Strategic Plan Progress Update	Implementing Strategic Plan Initiatives	Still working on ESF 18 functions (lighter), pushing out information relating to the new stimulus packages and resources for businesses. Working with multiple industrial prospects doing due diligence on property acquisition and project viability. Also continuing to work with marketing firm to create content and implement marketing/communications plan - Industry infographics are complete. Almost finished with developing industry specific landing pages. Econ. dev marketing agency RFP has been posted. Applied for and received two rural development grants through Enterprise Florida and DEO. Working to further build out the HCED website with new marketing videos, clips, infographics and other data. Looking into infrastructure grant opportunities for strategic site development. Finalized review of the Broadband Feasibility Study. Also applied for and received a Duke Energy Foundation Grant for additional marketing efforts.	Ongoing
10	Community Programs	Homeless Roundtable Update	Samaritan's Touch Care Center has identified a building for the resource center and overnight shelter. Funding will need to be raised to lease the building and perform the remodel.	Homeless Taskforce Meeting	Ongoing
11	Legislative Affairs & Grants	Broadband/ Highspeed Internet	Board passed resolution in support of State broadband initiatives.	To monitor Office of Broadband and State initiatives	Ongoing

TOP (THREE HOLE PUNCH)

#	Assigned	Priority	Status	Next Action	Date of Next Action
Priority 1	Leah Sauls	Sell Highlands Regional & use funds for endowment for non-profits	Staff are working with legal counsel to determine the best path forward for how funds will be used after the sale of the facility. Hospital has rebranded and is now HCA Florida Highlands Hospital.	Intend to find a specialized appraiser to just represent HCBOCC. Map a plan for funds after the sale of the facility.	TBD
Priority 2	Leah Sauls	Develop a plan of action for utility extensions	Opened a Task Order for the amount of $25,000 out of the 19-20 economic development budget with Kimley-Horn for ongoing general engineering, environmental and planning services for utilities (water & sewer) county-wide with hopes to continue services into ongoing years. Have spent the first $25,000. Have additional $25,000 set aside in current fiscal year budget (20-21) to continue services - new PO was opened. Utility line maps have been compiled by Kimley-Horn into GIS format which has been shared with County GIS Team. We have applied for and been awarded a grant for an additional $25,000 from Enterprise Florida. This is a reimbursable grant that will go to this project.	Kimley-Horn working on suggested next steps/deliverables for ongoing efforts and implementation. Kimley Horn is still trying to piece together all of the paper maps from Sebring. Next deliverables will include draw down tests for City of Sebring and hydraulic modeling for Lake Placid, Spring Lake, and Sun N' Lake.	Ongoing
Priority 3	Laurie Hurner/Tanya Cannady	Build reserves to 3.5 Months and plan for a millage reduction	Continuing to monitor the current COVID-19 situation and the immediate and anticipated financial impacts. OMB engaged PFM to assist with future revenue estimations. A hiring and spending freeze has been implemented. Directors continue to be fiscally responsible during the budget process.	Continue to monitor the impacts of COVID and to be fiscally responsible with spending, while maintaining County services.	Ongoing
Priority 4	Laurie Hurner	Work to streamline County bureaucracy to protect & grow economy; encourage economic development to focus on grants to retain & expand existing businesses, also keep an eye on new opportunities	1st draft submitted to County Administrator for review and comment.	Review with County Administrator.	TBD
Priority 5	Clinton Howerton	Recycling Program	Work to improve recycling efficiency from residents. Evaluating alternative options to meet State mandated goals.	Additional public education efforts have begun, including videos, mailouts, and meetings. Next action may include discussion of modifications to program to reduce contamination.	Ongoing
Priority 6	Clinton Howerton	Septage Processing	Staff working with potential treatment providers in the area to identify improvements needed to have additional disposal options. AP seeking treatment plant upgrades to improve reliability and increase treatment volume.	Updates will be provided to Board as they become available.	Ongoing
Priority 7	TBD	Annexation/ Interlocal with Municipalities	To approve an agreement with municipalities to combine maintenance of pedestrian pathways and thoroughfares with annexations so there is a clear responsibility for future repairs and improvements. To bring roadways that are annexed by state on both sides of the street to Board to remove from Countywide Maintenance list	TBD	Ongoing
Priority 8	Clinton Howerton/ Jonathan Harrison	Countywide Drainage Issues	Engineering and Road and Bridge Department working together to identify needs and goals.	Generate a list of areas with concerns and estimated costs	Ongoing

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST:

PRESENTER:

SUBJECT/TITLE: **Board payables from August 17, through September 6, 2021**

Attachments:

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Aug 17, 2021

PRESENTER: **Sherry G. Sutphen, County Attorney**

SUBJECT/TITLE: **Annual Fire Protection Assessment, Resolution No. 20-21-132.**

STATEMENT OF ISSUE

Attached is a copy of the Annual Fire Protection Assessment, Resolution No. 20-21-132.

RECOMMENDED ACTION

None. This is being provided for informational purposes only.

Attachments: RES #20-21-132.pdf

RESOLUTION NO. 20-21-132
Annual Fire Protection Assessment

A RESOLUTION OF HIGHLANDS COUNTY FIRE PROTECTION MUNICIPAL SERVICE BENEFIT UNIT (COUNTY) PERTAINING TO THE RE-IMPOSITION OF THE FIRE PROTECTION SPECIAL ASSESSMENT; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AUTHORITY; PROVIDING FOR PURPOSE AND DEFINITIONS; PROVIDING FOR THE REIMPOSITION OF THE FIRE PROTECTION ASSESSMENT; PROVIDING FOR EFFECT OF THIS RESOLUTION; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS PROVIDING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Highlands County enacted Ordinance 17-18-04, Ordinance 17-18-08 and Ordinance 18-19-17, as codified into Chapter 9, Article XLI (41), of the Highlands County Code of Ordinances (hereafter referred to as the "County Code" or "Ordinance"), which authorizes the annual imposition of Fire Protection Assessments for fire protection related services, facilities and/or programs providing special benefits to certain Assessed Property within the County; and

WHEREAS, the re-imposition of a Fire Protection Assessment for fire protection services, facilities and programs each fiscal year is an equitable and efficient method of allocating and apportioning fire services assessed costs among parcels of assessed property; and

WHEREAS, the County desires to implement a Fire Protection Assessment program in the County using the procedures provided by the County Code for the Fiscal Year beginning October 1, 2021; and

WHEREAS, on June 15, 2021, the County adopted Resolution No. 2020-21-110 ("Preliminary Assessment Resolution"); and

WHEREAS, the Preliminary Assessment Resolution contains and references a brief and general description of the fire protection services to be provided to assessed property; describes the method of apportioning the fire services assessed costs to compute the Fire Protection Assessment for fire protection services, facilities and programs against assessed property; estimates rates of assessment; and directs the updating and preparation of the assessment roll and provision of the notices required by the Ordinance; and

WHEREAS, in order to impose Fire Assessments for the Fiscal Year beginning October 1, 2021, the County Codes require the County to adopt an Annual Assessment Resolution which establishes the rates of assessment and approves the assessment roll for the upcoming Fiscal Year, with such amendments as the County deems appropriate, after hearing comments and objections of all interested parties; and

WHEREAS, the assessment roll has heretofore been made available for inspection by the public, as required by the County Code; and

WHEREAS, notice of the public hearing has been published and mailed, as required by the terms of the Ordinance, which provides notice to all interested persons of the opportunity to be heard; and

WHEREAS, an affidavit regarding the notice mailed to each property owner is attached hereto as **Exhibit "A"** and the proof of the publication of said notice is attached hereto as **Exhibit "B"**; and

WHEREAS, a public hearing was held on August 3, 2021, and comments and objections of all interested persons have been heard and considered, as required by the Ordinance.

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 findings are hereby adopted.

SECTION 2. Authority. This Resolution is adopted pursuant to the provisions of the County Code, the Preliminary Assessment Resolution 2020-21-110, Florida Statutes, Section 197.3632, and other applicable provisions of Florida law.

SECTION 3. Purpose and Definitions.

A. This Resolution constitutes the Annual Assessment Resolution as defined in the County Code which directs the re-imposition of Fire Protection Assessments for the Fiscal Year beginning October 1, 2021.

B. All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the County Code and the Preliminary Assessment Resolution. Unless the context indicates otherwise, words imparting the singular number include the plural number, and vice versa.

SECTION 4. Re-Imposition of Fire Protection Assessment.

A. The parcels of Assessed Property described in the Assessment Roll, which is hereby approved, are hereby found to be specially benefited by the provision of the fire protection services, facilities and programs described or referenced in the Preliminary Assessment Resolution in the amount of the Fire Protection Assessment set forth in the Assessment Roll, a copy of which was present or available for inspection at the above referenced public hearing and is incorporated herein by reference. It is hereby ascertained, determined and declared that each parcel of Assessed Property will be specially benefited by the County's provision of fire protection services, facilities and programs in an amount not less than the Fire Protection Assessment for such parcel, computed in the manner set forth in the Preliminary Assessment Resolution. Adoption of this Annual

Assessment Resolution constitutes a legislative determination that all parcels assessed derive a special benefit in a manner consistent with the legislative declarations, determinations and findings, as set forth in the Ordinance and the Initial Assessment Resolution, from the fire protection services, facilities and programs to be provided and a legislative determination that the Fire Protection Assessments are fairly and reasonably apportioned among the Assessed Properties.

B. The method for computing Fire Protection Assessments described and referenced in the Preliminary Assessment Resolution is hereby approved. The Parcel Apportionment Methodology adopted in Section 8 of the Preliminary Assessment Resolution is hereby approved.

C. For the Fiscal Year beginning October 1, 2021, the Fire Protection Assessed Costs to be assessed and apportioned among benefited parcels is $5,926,890.00.

D. The Fire Protection Assessments to be assessed and apportioned among benefited parcels pursuant to the Cost Apportionment and Parcel Apportionment to generate the estimated Fire Services Assessed Cost for the Fiscal Year beginning October 1, 2021, are hereby established as follows:

Residential Property Use Category	**Rate Per Square Foot**
Residential	$.04900
Non-Residential Property Use Categories	**Rate Per Square Foot**
Commercial	$.07350
Industrial/Warehouse	$.06297
Institutional	$.07350
Land Property Use Category	**Rate Per Parcel**
Vacant Land	$25.18780

E. The above stated Fire Protection Assessment rates may be increased annually in increments of not more than seven percent (7%) each fiscal year, for the five (5) fiscal years following fiscal year 2021-2022, provided a public hearing is conducted prior to September 1 of each such year with the adoption of a Resolution reflecting the approved increase. Notice of the public hearing required hereunder shall be provided by publication only pursuant to Highlands County Code of Ordinances, Section 9-623.

F. The above rates of assessment are hereby approved. Fire Protection Assessments for fire protection services, facilities and programs in the amounts set forth in the Assessment Roll, as herein approved, are hereby levied and imposed on all parcels of Assessed Property described in such Assessment Roll for the Fiscal Year beginning October 1, 2021.

G. No Fire Protection Assessment shall be imposed upon parcels assigned the following Florida Department of Revenue codes by the Highlands County Property Appraiser:

Code	**Parcel Type**
76	Cemetery
80	Vacant Governmental

82/97	Forest/Park/Recreation
83	Public Schools
84	Colleges
86	County
87	State
88	Federal
89	Municipal
94	Rights of Way
95	Rivers, Lakes, Submerged Land
96	Wasteland/Marsh

H. Any shortfall in the expected Fire Protection Assessment proceeds due to any reduction or exemption from payment of the Fire Services Assessments required by law or authorized by the County shall be supplemented by any legally available funds, or combination of such funds, and shall not be paid for by proceeds or funds derived from the Fire Protection Assessments. In the event a court of competent jurisdiction determines any exemption or reduction by the County is improper or otherwise adversely affects the validity of the Fire Protection Assessment imposed, the sole remedy shall be the imposition of a Fire Protection Assessment upon each affected Tax Parcel in the amount of the Fire Protection Assessment that would have been otherwise imposed save for such reduction or exemption afforded to such Tax Parcel by the County.

I. As authorized in Section 9-632 of the Highlands County Code of Ordinances, Interim Fire Services Assessments are also levied and imposed against all property for which a Certificate of Occupancy is issued after the adoption of this Annual Assessment Resolution based upon the rates of assessment approved herein.

J. Fire Protection Assessments shall constitute a lien upon the Assessed Property so assessed and shall be equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles, and claims, until paid. The lien for a Fire Protection Assessment shall be deemed perfected upon the County's adoption of this Annual Assessment Resolution. Upon perfection, the lien for a Fire Protection Assessment collected under the Uniform Assessment Collection Act shall attach to the property included on the Assessment Roll as of the prior January 1, the lien date for ad valorem taxes imposed under the tax roll.

K. The Assessment Roll, as herein approved, together with the correction of any errors or omissions as provided for in Section 9-631 of the Highlands County Code of Ordinances, shall be delivered to the Tax Collector for collection using the Uniform Assessment Collection Act, as provided in the Code, for the Fiscal Year beginning October 1, 2021. The Assessment Roll, as delivered to the Tax Collector, shall be accompanied by a Certificate of Non-Ad Valorem Assessment Roll in substantially the form attached hereto as **Exhibit "C"**.

SECTION 5. Effect of This Resolution. The adoption of this Annual Assessment Resolution shall be the final adjudication of the issues presented including, but not limited to, the determination of special benefit and fair apportionment to the Assessed Property; the method of apportionment and assessment; the rate of assessment; the Assessment Roll; and the levy and lien of the Fire Protection assessments, unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the date of this Annual Assessment Resolution.

SECTION 6. Savings Clause. All prior actions of Highlands County pertaining to final Fire Protection Assessment for Fiscal Year 2021-22, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 7. 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 8. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 9. 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 10. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 3rd day of August, 2021.

BOARD OF COUNTY COMMISSIONERS SEAL

HIGHLANDS COUNTY FIRE PROTECTION MUNICIPAL SERVICE BENEFIT UNIT

SCOTT KIROUAC, CHAIRMAN

ATTEST:

Jerome Kaszubowski, Clerk of Court

Exhibit "A"
Affidavit regarding notice mailed
to each property owner

AFFIDAVIT OF MAILING

BEFORE ME, the undersigned authority, personally appeared Randy Vosburg who, after being duly sworn, deposes and says:

1. Randy Vosburg as the County Administrator of Highlands County, Florida ("County"), pursuant to the authority and direction received from the Board of County Commissioners, timely directed the preparation of the Assessment Roll and the preparation and mailing of notices in accordance with Section 9-624 of the Highlands County Code of Ordinances (the "County Code") and in conformance with the Preliminary Assessment Resolution adopted by the County on June 15, 2021 (the "Preliminary Assessment Resolution").

2. In accordance with the County Code all necessary information for notification of the Fire Assessment was timely provided to the Property Appraiser of Highlands County to be included as part of the notice of proposed property taxes under section 200.069, Florida Statutes, the truth-in-millage notification. The information provided to the Property Appraiser to be included on the truth-in-millage notification included the following: the purpose of the assessment; the total amount proposed to be levied against each parcel; the unit of measurement to be applied against each parcel to determine the assessment; the total revenue the County expects to collect by the assessment; a statement that failure to pay the assessment will cause a tax certificate to be issued against the property which may result in a loss of title; a statement that all affected property owners have a right to appear at the hearing and to file written objections with the local governing board within 20 days of the notice; and the date, time, and place of the hearing.

THIS AFFIANT FURTHER SAYETH NOT.

Randy Vosburg, Affiant

STATE OF FLORIDA
COUNTY OF HIGHLANDS

Laura D. Strickland
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG382393
Expires 8/5/2023

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization of Randy Vosburg, who personally swore or affirmed that he is authorized to execute this Affidavit, and who is (personally known to me) or who produced _____ as identification, this 23rd day of July, 2021.

NOTARY PUBLIC, State of Florida

Exhibit "B"
Proof of Publication

AFFIDAVIT OF PUBLICATION

HIGHLANDS NEWS-SUN
Published – Daily
SEBRING, HIGHLANDS COUNTY, FL

STATE OF FLORIDA,
COUNTY OF HIGHLANDS

Before the undersigned authority personally appeared Janet Emerson, who on oath says that she is an authorized employee of the Highlands News-Sun published at Sebring, in Highlands County, Florida; that the attached copy of advertisement, being a notice
NOTICE OF HEARING TO RE-IMPOSE
AND PROVIDE FOR COLLECTION OF
FIRE PROTECTION SPECIAL ASSESSMENTS
was published in said newspaper in the issues of
JUNE 29, 2021

Affiant further says that the said HIGHLANDS NEWS-SUN is a newspaper published at Sebring, in said Highlands County, Florida, and that the said newspaper has heretofore been continuously published in said Highlands County, Florida, and has been entered as second class, mail matter at the post office in Sebring, in said Highlands County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Janet Emerson

Sworn to and subscribed before me this 8th day of July 2021

Notary Public

(Notary Stamp)

ROMONA D WASHINGTON
Commission # GG 333543
Expires June 20, 2023
Bonded Thru Budget Notary Services

Exhibit "C"

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLLS

I HEREBY CERTIFY that, I am the Chairman of the Highlands County Board of County Commissioners or other authorized agent of Highlands County, Florida (the "County"); that I am satisfied that all property included or includable on the **Highlands County Non-Ad Valorem Assessment Roll** for fire protection is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Assessment Roll **will be delivered to the Highlands County Tax Collector by September 15, 2021.**

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Highlands County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this ___ day of _____, 2021.

HIGHLANDS COUNTY, FLORIDA

FOR EXHIBIT ONLY

_____
Scott Kirouac, Chairman

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Aug 17, 2021

PRESENTER: **Sherry G. Sutphen, County Attorney**

SUBJECT/TITLE: **Annual Solid Waste Assessment, Resolution No. 20-21-131.**

STATEMENT OF ISSUE

Attached is a copy of the Annual Solid Waste Assessment, Resolution No. 20-21-131.

RECOMMENDED ACTION

None. This is being provided for informational purposes only.

Attachments: RES #20-21-131.pdf

RESOLUTION NO. 20-21-131
Annual Solid Waste Assessment

A RESOLUTION OF THE HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS (COUNTY), PERTAINING TO THE RE-IMPOSITION OF THE SOLID WASTE SPECIAL ASSESSMENT; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AUTHORITY; PROVIDING FOR PURPOSE AND DEFINITIONS; PROVIDING FOR RE-IMPOSITION AND COMPUTATION OF SOLID WASTE ASSESSMENT; PROVIDING FOR APPLICATION OF ASSESSMENT PROCEEDS; PROVIDING FOR EFFECT OF THIS RESOLUTION; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Highlands County Code of Ordinances, Chapter 8.5, Solid Waste, Article III, Assessment (hereafter referred to as the "County Code" or "Ordinance"), authorizes the annual imposition of a solid waste assessment for the purpose of providing for solid waste and recyclable materials collection services, disposal services, facilities and programs and the operation and management of a sanitary landfill within the County; and

WHEREAS, the solid waste assessment is imposed each fiscal year in an equitable and efficient method of allocating and apportioning, based on residential dwelling units, in order to pay for the cost of providing for solid waste and recyclable materials collection services, disposal services, facilities and programs and the operation and management of a sanitary landfill within the County; and

WHEREAS, the County desires to re-impose its annual solid waste assessment for funding solid waste and recyclable materials collection services, disposal services, facilities and programs and the operation and management of a sanitary landfill within the County; and

WHEREAS, on June 15, 2021, the County adopted Resolution No. 2020-21-115 ("Preliminary Assessment Resolution"); and

WHEREAS, in order to impose a Solid Waste Assessment for the Fiscal Year beginning October 1, 2021, the County Code require the County to adopt an Annual Assessment Resolution which establishes the rates of assessment and approves the assessment roll for the upcoming Fiscal Year, with such amendments as the County deems appropriate, after hearing comments and objections of all interested parties; and

WHEREAS, the assessment roll has heretofore been made available for inspection by the public, as required by the County Code; and

WHEREAS, notice of the public hearing has been published and mailed, as required by

the terms of the Ordinance, which provides notice to all interested persons of the opportunity to be heard; and

WHEREAS, an affidavit regarding the notice mailed to each property owner is attached hereto as **Exhibit "A"** and the proof of the publication of said notice is attached hereto as **Exhibit "B"**; and

WHEREAS, a public hearing was held on August 3, 2021, and comments and objections of all interested persons have been heard and considered, as required by the Ordinance.

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 findings are hereby adopted.

SECTION 2. Authority. This Resolution is adopted pursuant to the provisions of the County Code, Florida Statutes, Section 197.3632, and other applicable provisions of Florida law.

SECTION 3. Purpose and Definitions.

A. This Resolution constitutes the Annual Assessment Resolution as defined in the County Code which directs the re-imposition of the Solid Waste Assessment for the Fiscal Year beginning October 1, 2021.

B. All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the County Code and the Preliminary Assessment Resolution. Unless the context indicates otherwise, words imparting the singular number include the plural number, and vice versa.

SECTION 4. Re-imposition and Computation of Solid Waste Assessment.

A. The Benefitted Assessed Properties described in the Assessment Roll, which is hereby approved, are hereby found to be specially benefited by the provision of the solid waste and recyclable materials collection services, disposal services, facilities and programs and the operation and management of the sanitary landfill within the County. A copy of the Assessment Roll was present or available for inspection at the above referenced public hearing and is incorporated herein by reference. It is hereby ascertained, determined and declared that each of the Benefitted Assessed Properties will be specially benefited in an amount not less than the Solid Waste Assessment for such parcel, computed in the manner set forth in the Preliminary Assessment Resolution. Adoption of this Annual Assessment Resolution constitutes a legislative determination that all parcels assessed derive a special benefit in a manner consistent with the legislative declarations, determinations and findings, as set forth in the Ordinance and the Preliminary Assessment Resolution, to be provided and a legislative determination that the Solid Waste Assessments are fairly and reasonably apportioned among the Benefitted Assessed Properties.

B. The following Solid Waste Assessment shall be imposed against the Benefitted Assessed Properties for the Fiscal Year beginning October 1, 2021 and shall continue each year thereafter until discontinued or changed:

Property Category	Rate Per Dwelling Unit
Residential	$210.00

C. The above stated Solid Waste Assessment rate may be increased annually in increments of not more than three percent (3%) each fiscal year, for the five (5) fiscal years following fiscal year 2021-2022, provided a public hearing is conducted prior to September 1 of each such year with the adoption of a Resolution reflecting the approved increase. Notice of the public hearing required hereunder shall be provided by publication only pursuant to Highlands County Code of Ordinances, Section 8.5-46.

D. The Assessment Roll, as herein approved, together with the correction of any errors or omissions as provided for in Section 8.5-45 of the Highlands County Code of Ordinances, shall be delivered to the Tax Collector for collection using the Uniform Assessment Collection Act, as provided in the Code, for the Fiscal Year beginning October 1, 2021. The Assessment Roll, as delivered to the Tax Collector, shall be accompanied by a Certificate of Non-Ad Valorem Assessment Roll in substantially the form attached hereto as **Exhibit "C"**.

E. Solid Waste Assessments shall constitute a lien upon the Assessed Property so assessed and shall be equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles, and claims, until paid. The lien for a Solid Waste Assessment shall be deemed perfected upon the County's adoption of this Annual Assessment Resolution. Upon perfection, the lien for a Solid Waste Assessment collected under the Uniform Assessment Collection Act shall attach to the property included on the Assessment Roll as of the prior January 1, the lien date for ad valorem taxes imposed under the tax roll.

SECTION 5. Application of Assessment Proceeds. Proceeds derived by the County from the solid waste assessment will be utilized for the providing for solid waste and recyclable materials collection services, disposal services, facilities and programs and the operation and management of a sanitary landfill within the County. In the event there is any fund balance remaining at the end of the Fiscal Year, such balance shall be carried forward and used only to fund solid waste and recyclable materials collection and disposal services, facilities and programs and the operation and management of a sanitary landfill within the County.

SECTION 6. Effect of This Resolution. The adoption of this Annual Assessment Resolution shall be the final adjudication of the issues presented including, but not limited to, the determination of special benefit and fair apportionment to the Benefitted Assessed Property; the method of apportionment and assessment; the rate of assessment; the Assessment Roll; and the levy and lien of the Solid Waste assessments, unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the date of this Annual Assessment Resolution.

SECTION 7. Savings Clause. All prior actions of Highlands County pertaining to the preliminary residential solid waste assessment rate, which is the subject of this Resolution, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 8. 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 9. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 10. 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 11. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 3rd day of August 2021.

BOARD OF COUNTY COMMISSIONERS SEAL

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

SCOTT KIROUAC, CHAIRMAN

ATTEST:

Jerome Kaszubowski, Clerk of Court

Exhibit "A"
Affidavit regarding notice mailed
to each property owner

AFFIDAVIT OF MAILING

BEFORE ME, the undersigned authority, personally appeared Randy Vosburg who, after being duly sworn, deposes and says:

1. Randy Vosburg as the County Administrator of Highlands County, Florida ("County"), pursuant to the authority and direction received from the Board of County Commissioners, timely directed the preparation of the Assessment Roll and the preparation and mailing of notices in accordance with Section 8.5-45 of the Highlands County Code of Ordinances (the "County Code") and in conformance with the Preliminary Assessment Resolution adopted by the County on June 15, 2021 (the "Preliminary Assessment Resolution").

2. In accordance with the County Code all necessary information for notification of the Solid Waste Assessment was timely provided to the Property Appraiser of Highlands County to be included as part of the notice of proposed property taxes under section 200.069, Florida Statutes, the truth-in-millage notification. The information provided to the Property Appraiser to be included on the truth-in-millage notification included the following: the purpose of the assessment; the total amount proposed to be levied against each parcel; the unit of measurement to be applied against each parcel to determine the assessment; the total revenue the County expects to collect by the assessment; a statement that failure to pay the assessment will cause a tax certificate to be issued against the property which may result in a loss of title; a statement that all affected property owners have a right to appear at the hearing and to file written objections with the local governing board within 20 days of the notice; and the date, time, and place of the hearing.

THIS AFFIANT FURTHER SAYETH NOT.

Randy Vosburg, Affiant

Laura D. Strickland
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG362393
Expires 8/5/2023

STATE OF FLORIDA
COUNTY OF HIGHLANDS

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization of Randy Vosburg, who personally swore or affirmed that he is authorized to execute this Affidavit, and who is personally known to me or who produced _____ as identification, this 23rd day of July, 2021.

NOTARY PUBLIC, State of Florida

Exhibit "B"
Proof of Publication

AFFIDAVIT OF PUBLICATION

HIGHLANDS NEWS-SUN
Published – Daily
SEBRING, HIGHLANDS COUNTY, FL

STATE OF FLORIDA,
COUNTY OF HIGHLANDS

Before the undersigned authority personally appeared Janet Emerson, who on oath says that she is an authorized employee of the Highlands News-Sun published at Sebring, in Highlands County, Florida; that the attached copy of advertisement, being a notice
NOTICE OF HEARING TO RE-IMPOSE
AND PROVIDE FOR COLLECTION OF
SOLID WASTE SPECIAL ASSESSMENTS
was published in said newspaper in the issues of
JUNE 29, 2021

Affiant further says that the said HIGHLANDS NEWS-SUN is a newspaper published at Sebring, in said Highlands County, Florida, and that the said newspaper has heretofore been continuously published in said Highlands County, Florida, and has been entered as second class, mail matter at the post office in Sebring, in said Highlands County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Janet Emerson

Sworn to and subscribed before me this 8th day of July 2021

Notary Public

(Notary Stamp)

ROSIONAD WASHINGTON
Commission # GG 333543
Expires June 20, 2023

Exhibit "C"

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLLS

I HEREBY CERTIFY that, I am the Chairman of the Highlands County Board of County Commissioners or other authorized agent of Highlands County, Florida (the "County"); that I am satisfied that all property included or includable on the **Highlands County Non-Ad Valorem Assessment Roll** for solid waste and associated services is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Assessment Roll **will be delivered to the Highlands County Tax Collector by September 15, 2021**.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Highlands County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this ___ day of _____, 2021.

HIGHLANDS COUNTY, FLORIDA

FOR EXHIBIT ONLY

_____
Scott Kirouac, Chairman