

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
Tuesday, August 03, 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

The Construction Licensing, Enforcement and Appeals Board will meet at 7:00 p.m., on August 3, 2021 in the Board room, 600 S. Commerce Avenue, Sebring

The Tourist Development Council will meet at 8:15 a.m., on August 5, 2021 in the Board room, 600 S. Commerce Avenue, Sebring

The Highlands County BOCC (through its appointed negotiating team) and the Highlands County Professional EMS & Fire, IAFF 5147 will hold a regular meeting for the purpose of contract negotiation on Wednesday, August 11, 2021 at 9:00 a.m. in the Highlands County Fire Rescue Headquarters Training room, 4506 Kenilworth Blvd., Sebring

Public Hearing of the Highlands County Planning & Zoning Commission and the Local Planning Agency and the Zoning Board of Adjustment will be held at 3:00 p.m., on August 10, 2021, in the Board room of the Highlands County Government Center, 600 S. Commerce Avenue, Sebring

5 CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:

6 RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:

7 PUBLIC COMMENT

8 CONSENT AGENDA

8.A *Request approval of the minutes from the 6/08/2021 special meeting of the Board.*
[o6o821SPECIAL.pdf](#)

8.B *Fourth Amendment to Tower Donation and License Agreement*
Sherry Sutphen, County Attorney
D. Matt Raulerson, Assistant County Attorney
There is no fiscal impact
[original&amendments.pdf](#)
[Fourth Amendment to Tower Lease.pdf](#)

- 8.C *Request acceptance of Edward Byrne Memorial Justice Assistance Residual Grant (JAG-R) Program award and approval of Budget Amendment 20-21-116 and corresponding Resolution.*
Paul Blackman, Sheriff
The fiscal impact is an increase to Fund 005 (General) and the overall budget in the amount of \$49,755.00 which is 100% grant funded, no match requirement.
[20-21-116 Sheriff Proj 20062 JAGC Residual \(BA\).pdf](#)
[20-21-116R Sheriff Proj 20062 JAGC Residual \(Resolution\).pdf](#)
[2021-JAGC-HIGH-1-Y5-174 SIGNATURE PAGES.pdf](#)
[2021-JAGC-HIGH-1-Y5-174.APPLICATION.pdf](#)
- 8.D *Request approval for Town of Lake Placid Interlocal Agreement for FY 20/21 Recreation Funding – Fiscal Impact \$110,000*
Tanya Cannady, Business Services Director
There is no fiscal impact, as this Interlocal Agreement of \$110,000 was approved in the Adopted Budget for FY 20/21.
[Town of Lake Placid Recreation Interlocal \\$110K with Exhibits A&B 8.3.21.pdf](#)
- 8.E *Request to accept the City of Sebring Community Redevelopment Agency (A Component Unit of the City of Sebring, Florida) Financial Statements FYE 9/30/20*
Tanya Cannady, Business Services Director
There is no fiscal impact to accepting the City of Sebring Community Redevelopment Agency's Financial Statements and Auditor's Report into the record.
[City of Sebring CRA 2020 Audited Financial Statements FYE 093020.pdf](#)
- 8.F *Request approval of Budget Amendment 20-21-115 to provide additional funding for a K-9 dog cage.*
Paul Blackman, Sheriff
There is no fiscal impact to Fund 151 (Infrastructure Surtax) or the overall budget as this budget amendment is transferring \$1,173 from Cost Center 2111A (Central Services - 151) to Cost Center 3101B (Sheriff – 151), account 56400 (Machinery & Equipment).
[20-21-115 Setaside Funds - Capital Outlay \\$25K transfer to Sheriff 151 3101B \(BA\).pdf](#)
[20-21-115 Sheriff K-9 Dog Box PO_Add'l Funding.pdf](#)
- 8.G *Request approval of Budget Amendment 20-21-117 and Resolution to assign and appropriate Project 20063 Elections Security Grant*
Penny Ogg, Supervisor of Elections
The fiscal impact is an increase to Fund 005 (General) and the overall budget in the amount of \$63,410.84 which is being appropriated in Project 20063 Elections Security Funds 2021, accounts 53100Z Project Professional Svcs and 54600Z Project Repair & Maintenance in the amounts of \$48,980.76 and \$14,430.08, respectively.
[20-21-117 Proj 20063 SOE Elections Security Grant 2021 \(BA\).pdf](#)
[20-21-117R Proj 20063 SOE Election Security Funds 2021.pdf](#)
[20-21-117 Complete Application.pdf](#)
- 8.H *Request approval of Budget Amendment 20-21-118 to realign funds within Judicial Technology cost center.*
David Nitz, OMB Manager
There is no fiscal impact to Fund 179 (Court Tech 28.24 (12) (E) 1) or the overall budget as this budget amendment is realigning funds within cost center 1000B (Judicial

Technology).

[20-21-118 Judicial Tech Network Switches, Module & Power Supply.pdf](#)

- 8.I *Request approval of budget amendment 20-21-119 to realign Sheriff project budget 20018 JAGC FY 20-21 to actual expenditures.*

Paul Blackman, Sheriff

There is no fiscal impact to Fund 005 (General) or the overall budget. This budget amendment is realigning budgeted project funds within cost center 3101 (Sheriff) in Project 20018 JAGC FY20-21 between accounts 53001Z (Project Operating Expense-Elected) and 56001Z (Project Capital Outlay-Elected) in the amount of \$2,436.00.

[20-21-119 Sheriff Project 20018 JAGC FY 20-21 Realignment.pdf](#)

- 8.J *Request approval of authorizing the conveyance of FIRE EMS Station parcel back to the Town of Lake Placid. The recent acquisition of land from Advent Health deemed the use of this parcel unnecessary.*

Sherry G. Sutphen, County Attorney

No fiscal impact.

[Dal Hall Firehouse Warranty Deed.SGS.pdf](#)

[ORD2018-775_ConveyPropertyHCFireStation_PERM.pdf](#)

[DEED-HC-FireStation-HillCreastAVe.pdf](#)

- 8.K *Request approval of Amendment 1 to the Payment Solutions Service Agreement between CiviTek National, Inc. and Highlands County Board of County Commissioners.*

Gloria Rybinski, Public Information Officer

For those departments that require an upgrade, there may be a small fiscal impact for additional network cables. This is estimated to be between \$75 and \$300, which will come from the individual department budgets.

[Attachment 1 - CiviTek National Inc EMV Pricing List and Customer Information \(002\).pdf](#)

[CNI - grybinski@highlandsfl.gov - Highlands County BOCC Payment and Technology Services Agreement - Preview.pdf](#)

- 8.L *Request approval to accept into the record the Court-related and other Miscellaneous Funds Revenue and Expenditures Summary, for the Quarter ended June 30,2021*

Highlands County Clerk of Courts Senior Accountant Jackie Gabrus

No fiscal impact.

[FY 2021 Court-Related and Other Misc Funds Memo June 2021.pdf](#)

9 PUBLIC HEARING

- 9.A *A resolution of the 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 re-imposition 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.*

Tanya Cannady, CPA, CDM

Business Services Director

The fiscal impact to Fund 181 (Fire Assessment) will be an increase in assessment revenue \$628,000 by removing the residential cap and increasing all categories by 7% from previous year.

[Resolution 20-21-132 FINAL.Fire Assessment.SGS.pdf](#)

- 9.B *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.*

Clinton Howerton, Jr., County Engineer

Tanya Cannady, Business Services Director

The fiscal impact to Fund 401 would be an increase of \$2,561,611 in assessment revenue if the annual assessment is increased from \$173 to \$240 per billing unit.

[Resolution 20-21-131 .FINAL Reimposition solid waste assessment.FY20-21.SGS.pdf](#)

10 ACTION AGENDA

- 10.A *Update on the progress of the Federal Grant agency, Merchant McIntyre, to summarize the 90-day trial period.*

Liz Barber, Legislative Affairs & Grants Coordinator

The fiscal impact will be increase to Fund 005 (General) in the amount of \$78,000 split between two (2) fiscal years; \$13,000 in the current fiscal year and \$65,000 in FY 21/22.

[Highlands County_Federal Funding Strategy_July 2021.pdf](#)

11 COUNTY ADMINISTRATOR AND LEGAL

- 11.A *Commissioner's Priorities and the Project Status Report*

Randy Vosburg, County Administrator

No Fiscal Impact.

[Status - Commissioner's Priorities \(FINAL\) 8.3.2021.pdf](#)

[Status - Project Updates \(FINAL\) 8.3.2021.pdf](#)

- 11.B *County Attorney Status Report*

Sherry G. Sutphen, County Attorney

[COUNTY ATTORNEY LOG 2.pdf](#)

12 COMMISSIONERS

13 INFORMATIONAL

- 13.A *Board payables from July 21, through August 3, 2021*

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 Relay Service 711, or by e-mail: hrmanager@highlandsfl.gov." Requests for CART or interpreter services should be made as soon as possible but no later than 48 hours in advance to permit coordination of the service.

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

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

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: 8/03/2021

PRESENTER:

SUBJECT/TITLE: Request approval of the minutes from the 6/08/2021 special meeting of the Board.

RECOMMENDED ACTION

Move approval of the minutes from the 6/08/2021 special meeting of the Board.

Attachments: [060821SPECIAL.pdf](#)

SPECIAL MEETING OF THE BOARD, JUNE 08, 2021

1. The meeting was called to order at 5:30 p.m., in the Highlands County Board of County Commission Chambers at 600 S. Commerce Ave., Sebring, Florida, with the following members present:

Commissioner Scott A. Kirouac
Commissioner Kevin J. Roberts

Commissioner Kathleen G. Rapp
Commissioner Arlene Tuck

Commissioner Chris Campbell was absent from this meeting.

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

2. INVOCATION:

The meeting opened with a prayer led by Pastor Stephen Ahrens, with the First Baptist Church of Lake Josephine.

3. PLEDGE OF ALLEGIANCE:

The Pledge of Allegiance was led by Warrant Officer (Retired) Glenn West, Vice President of the Military Officers Association of America of South-Central Florida, US Army.

4. RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:

A. Volunteer Firefighter Years of Service Recognition.

Chief Marc Bashoor, Public Safety Director, recognized the volunteer firefighters for their years of service to Highlands County and expressed words of gratitude for their time and commitment. **See SMB 142 Page 140.** Chairman Kirouac, on behalf of the Board, thanked all the volunteers for being there when called upon as it means a lot to the community.

Break: 5:50 p.m. to 6:05 p.m.

County Administrator, Randy Vosburg, briefly explained the process of a workshop to the Commission and stated that tonight's workshop related to the fire assessment is for informational purposes and to direct staff on how to proceed. Mr. Vosburg informed the Commission that action would be required when the public hearings on the fire assessment take place on June 15, 2021 and August 3, 2021. Mr. Vosburg also stated that Chief Marc Bashoor, Public Safety Director, Valerie Fleeger, Budget Analyst II/NAV, and Tanya Cannady, Business Services Director, can help address concerns the Commission may have.

Chairman Kirouac thanked Mr. Vosburg for the information.

5. PUBLIC COMMENT:

Pastor Stephen Ahrens came before the Commission to address his concerns with the fire assessment and how it will affect houses of worship and urged the Commission to reconsider how these buildings are categorized.

Chairman Kirouac thanked Pastor Ahrens for his input.

6. WORKSHOP:

A. Fire Assessment Workshop.

Chief Marc Bashoor, Public Safety Director, presented the Fire Assessment presentation which included the following topics:

- Review Fitch Assessment & GSG Report
- Review Data
- Residential, Commercial, Industrial, Warehouse & Institutional Data Comparisons
- Review 2021/2022 Recommendations
- Review Cap Impact & Recommended Options
- Review 5-Year Plan - Recommendations

During the presentation, Mr. Vosburg pointed out that in the upcoming public hearings, the Commission will consider the 7% increase for FY 2021/2022 and not the subsequent years or percentage as listed in the recommendations. He stated that the 7% increase for three years is what the previous Board had approved, and that staff was looking for guidance whether the new Board wished to endorse that previous direction. Regarding the cap impact, Chief Bashoor questioned Mr. Vosburg about potentially removing the cap. Mr. Vosburg stated that during the upcoming public hearings, the 7% or a variation thereof, and the removal of the cap will be considered.

Chairman Kirouac questioned if the Commission could potentially replace the fire assessment with an MSTU (Municipal Services Taxing Unit). Mr. Vosburg stated that there are Municipal Services Benefit Units (MSBU) and Municipal Services Taxing Units (MSTU) and said that the fire assessment is in essence a benefit unit because there is a benefit to each property and is gauged by its price according to that benefit.

The Commission discussed in great detail their concerns, the concepts, guidance and the direction to take regarding the fire assessment comparisons and the upcoming public hearings. Mr. Vosburg and Chief Bashoor addressed the Commission's concerns and provided input.

Commissioner Roberts stepped out of the workshop briefly.

Pastor Richard Norris came before the Commission to address his concerns about houses of worship being categorized under the institutional category because hospitals and nursing homes are also listed under this category and most of the calls that Fire Services receives come from these subcategories. Mr. Vosburg stated that there was some debate as to which category to put churches into as they did not fit the residential or industrial categories. Mr. Vosburg also stated that he is hearing a consensus from the Commission to have staff bring back a lower cap for the institutional category. The Commission concurred.

In an effort to give staff direction, Chairman Kirouac questioned how the Commission wished to proceed. In regards to the 7% increase for next year, the Commission concurred to move forward with the increase.

Mr. Vosburg stated that staff has heard direction to move forward with bringing the 7% increase to the public hearing, as well as cap projections, and looking further into the institutional category and raising the residential cap.

In regards to residential detached garages, the Commission concurred to continue assessing these buildings at the residential rate.

For clarification, Commissioner Roberts questioned when the Commission would be voting on the issues discussed today. Mr. Vosburg stated that the Commission would take action on these issues during the scheduled public hearings, June 15, 2021 and August 3, 2021.

Mr. Vosburg stated that staff is open to any guidance from the Board for future years that they'd like to provide as a planning tool as they move forward.

See SMB 142 Page 141 for copies of material provided.

7. ADJOURN:

Chairman Kirouac thanked everyone for being here this evening and adjourned the meeting at 7:57 p.m.

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: August 3, 2021

PRESENTER: Sherry Sutphen, County Attorney
D. Matt Raulerson, Assistant County Attorney

SUBJECT/TITLE: Fourth Amendment to Tower Donation and License Agreement

STATEMENT OF ISSUE

Lykes Brothers, Inc. and Highlands County entered into a Tower Donation and License Agreement, dated August 2, 2005 (the “Original Agreement”) pursuant to which Lykes Brothers, Inc. donated an existing telecommunications tower. Lykes Brothers, Inc. and Highlands County now wish to amend the Agreement to: (i) convert the Agreement from a license to a lease; (ii) add a twenty (20) foot wide non-exclusive access easement in favor of Highlands County and its sublessee running from the public right of way to the Premises; (iii) acknowledge that the Original Tower was replaced by Highlands County and the new tower is owned by Highlands County; (iv) extend the term of the Agreement; and (v) authorize HCB OCC to license the Tower and the Premises to New Cingular Wireless PCS, LLC (“AT&T”).

RECOMMENDED ACTION

Move to approve the Fourth Amendment to Tower Donation and License Agreement

FISCAL IMPACT

There is no fiscal impact

Attachments: [original&amendments.pdf](#)
[Fourth Amendment to Tower Lease.pdf](#)

TOWER DONATION AND LICENSE AGREEMENT

2005-11-11
Tower Donation and License Agreement ("Agreement") dated the 2nd day of August, 2005, between Lykes Bros. Inc., a Florida corporation with a principal place of business at 400 N. Tampa Street, Tampa, Florida 33602 ("LBI") and the Highlands County Board of County Commissioners, a governmental agency with a principal place of business at P.O. Box 1926, Sebring, Florida 33871 ("HCOCC").

WHEREAS, LBI is the owner of a certain communications tower located at the intersection of State Road 70 and County Road 721 in Brighton, Florida, Federal Communications Commission Registration Number 1038372 (the "Tower"), situated on real property owned by LBI located in Section 26, Township 37 South, Range 32 East, Highlands County, Florida as more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Premises"); and

WHEREAS, LBI now desires to donate the Tower to HCOCC and to license the use of the Premises to HCOCC in exchange for LBI's right to the continued use of LBI's radio communications system now existing or hereinafter installed on the Tower; and

WHEREAS, HCOCC wishes to accept the donation of the Tower and to enter into this Agreement governing the use of the Premises, HCOCC and LBI's use of the Tower.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Donation.** LBI hereby donates to HCOCC the Tower, including without limitation, the foundation, transmission lines, air conditioned equipment shelters, electronic equipment, radio transmitting and receiving antennas and supporting equipment and structures, excluding therefrom only those items of communications equipment (i) necessary for LBI's continued use of its radio communications facilities as if LBI was a lessee of antenna space on the Tower or (ii) not otherwise owned by LBI.

2. **Use of Premises.** HCOCC shall be permitted to use the Premises solely for the operation and maintenance of communications equipment. HCOCC shall not be permitted to use the Premises for any other purpose except by prior written permission of the LBI. HCOCC shall not construct any new facilities on the Premises without first obtaining the prior written consent of LBI.

3. **Term and Termination.** The term of this License Agreement shall be ten (10) years commencing upon Aug 2, 2005 and terminating on Aug 1, 2015, unless otherwise terminated as provided herein. Either party may terminate this License Agreement at any time by giving the other party one hundred and eighty (180) days written notice of its intent to terminate this License Agreement. In the event that either party fails or refuses to perform any of its obligations set forth herein (an "event of default"), and such event of default is not cured

within fifteen (15) days of the giving of written notice by the non-breaching party, then the non-breaching party shall have the right to terminate this License Agreement immediately.

4. **Facilities.** HCBOCC has the right to operate and maintain on the Premises radio communication facilities, including without limitation, an antenna tower or pole, foundation, utility lines, solar power equipment, air conditioned equipment shelters, electronic equipment, radio transmitting and receiving antennas and other supporting equipment and structures ("HCBOCC's Facilities"). LBI has the right to operate and maintain on the Premises communications equipment, whether now existing or hereinafter installed, including without limitation, radio transmitting and receiving antennas and supporting equipment ("LBI Facilities", together with HCBOCC's Facilities, the "Communications Facilities"). Title to each of HCBOCC's Facilities and LBI's Facilities shall remain with each of them respectively, and the facilities shall remain their respective personal properties and shall not be considered fixtures.

5. **Access.** LBI shall provide HCBOCC with access to the Premises for the purpose of maintenance and repair, such right to be limited to authorized engineers of HCBOCC or persons under HCBOCC's direct supervision. HCBOCC shall provide LBI with access to the Tower for the purpose of maintenance and repair of LBI's Facilities, such right to be limited to authorized engineers of LBI or persons under LBI's direct supervision. LBI grants to HCBOCC, its authorized engineers or persons under its direct supervision, a non-exclusive right and easement over, upon, and through the access easement area described in Exhibit "B" attached hereto and made a part hereof for pedestrian and vehicular ingress and egress to and from the Premises for the purpose set forth in this Agreement.

6. **Maintenance.** HCBOCC shall be solely responsible for the maintenance of the Tower, HCBOCC's Facilities, tower lights, fencing around the Premises and for all other maintenance and monitoring necessary to maintain an operable radio communications facility. LBI shall be responsible for the maintenance of LBI's Facilities and the access roadway from the nearest public roadway to the Premises in a manner sufficient to allow vehicular and pedestrian access at all times under normal weather conditions. Each of HCBOCC and LBI shall maintain the Premises and their respective facilities according to good engineering practices and in compliance with applicable federal and state laws and regulations to maximize performance and minimize interruption and downtime. All construction and maintenance activities performed by HCBOCC or LBI, or their respective employees, agents, subcontractors or invitees shall be performed in accordance with all applicable laws, rules or regulations, including without limitation those of the Federal Communications Commission ("FCC") and the Federal Aviation Administration ("FAA").

7. **Utilities.** HCBOCC shall obtain electricity and other utility services from any utility company that will service the Premises. HCBOCC shall pay for the electricity and all other utilities consumed in the operation of the Communications Facilities at the rate charged by the servicing utility company.

8. **Interference; Subletting.** HCBOCC and LBI shall operate their respective facilities in a manner that will not cause interference to each other. Any interference shall be

deemed to be a material breach by the party causing such interference, and if the interference does not cease within thirty (30) days of written notice being given to the party causing such interference, then the other party may terminate this Agreement immediately. All operations by each of HCBOCC and LBI shall be in compliance with FCC requirements and all other applicable governmental agency requirements. Neither party shall have the right to lease or license the Tower, the Premises or any space on the Tower to any other person or entity..

9. **Quiet Enjoyment.** LBI warrants that it is the owner of the Premises and covenants and agrees with HCBOCC that upon HCBOCC observing and performing all the terms, covenants and conditions of this Agreement that HCBOCC may peacefully and quietly enjoy the Premises.

→ 10. **Insurance.** HCBOCC, at HCBOCC's sole cost and expense, shall procure and maintain on the Premises, the Tower and on HCBOCC's Facilities, bodily injury and property damage insurance with a combined single limit of One Million (\$1,000,000.00) Dollars per occurrence. Such insurance shall insure, on an occurrence basis, against all liability of HCBOCC, its employees and agents arising out of or in connection with HCBOCC's use of the Premises, the Tower and HCBOCC's Facilities. LBI, at LBI's sole cost and expense, shall procure and maintain on the Premises and on LBI's Facilities, bodily injury and property damage insurance with a combined single limit of One Million (\$1,000,000.00) Dollars per occurrence. Such insurance shall insure, on an occurrence basis, against all liability of LBI, its employees and agents arising out of or in connection with the LBI's ownership or use of the Premises, the Tower and LBI's Facilities. Each party shall be named as an additional insured on the other's policy. Each party shall provide to the other a certificate of insurance evidencing the coverage required by this paragraph within thirty (30) days of the full execution of this Agreement. The parties agree that neither the provisions of this paragraph, nor the purchase of insurance pursuant to this paragraph, nor naming LBI as an additional insured on HCBOCC's insurance policy, nor the delivery of a certificate of insurance by HCBOCC to LBI shall alter the state's waiver of sovereign immunity or extend HCBOCC's liability beyond the limits established by Section 768.28, Florida Statutes.

11. **Destruction.** If the Premises or the Tower are destroyed or damaged to such extent that they are rendered unusable then either party may elect to terminate this Agreement upon thirty (30) days written notice to the other party. In such event, all rights and obligations of the parties shall cease upon the later of the date of termination or the removal of the Tower.

12. **Condemnation.** If the Premises, or a portion sufficient to render the Premises reasonably unsuitable for the uses herein, is taken by condemnation, then this Agreement shall terminate and be of no further force and effect as of the date title vests with the condemning authority. All condemnation proceeds or awards shall be the sole property of LBI, and HCBOCC shall have no claim thereto. However, HCBOCC may maintain a separate action for the value of the Tower and HCBOCC's Facilities. Sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of a threat, or probability of the exercise of such power, shall be treated for the purposes of this section as a taking by condemnation.

13. **Taxes.** If personal property taxes are assessed, HCBOCC shall pay any portion of such taxes attributable to the Tower and HCBOCC's Facilities. LBI shall pay tangible personal property taxes on its facilities located upon the Premises. HCBOCC shall pay to LBI as a License Fee an amount equal to the real property tax paid by LBI on the Tower and Premises. Said payment shall be due when the respective tax payment is due.

14. **Removal of Equipment.** Upon the expiration or termination of this Agreement for any other reason other than a default by one of the parties, HCBOCC will, at its own expense, remove the Tower, HCBOCC's Facilities and LBI's Facilities from the Premises without damage to the Premises, and HCBOCC will return LBI's Facilities to LBI. In the event the Premises or LBI's Facilities are damaged during the removal of the Tower, HCBOCC's Facilities and LBI's Facilities, HCBOCC agrees to reimburse LBI for such damages subject to the limitations of Section 768.28, Florida Statutes. In the event that this Agreement is terminated as a result of a default by either party, then the defaulting party shall be responsible, at its own expense, for the removal of the Tower and each of HCBOCC's Facilities and LBI's Facilities and the return of such items to the respective owner. Further, the defaulting party shall be responsible for any damages to the Tower, HCBOCC's Facilities, LBI Facilities and the Premises.

15. **Indemnification.** Subject to and without waiving the limitations of Section 768.28, Florida Statutes, HCBOCC and LBI shall indemnify and hold each other harmless from all claims (including reasonable attorneys' fees, costs and expenses of defending against such claims) arising from the acts or omissions of each of their respective employees, agents, licensees, invitees, or contractors in any way relating to this Agreement.

16. **Assignment.** Either party may assign this Agreement upon the prior written consent of the other party.

17. **Notices.** Any and all notices required to be given under this Agreement shall be sent by Certified Mail, return receipt requested, postage prepaid, or by reliable confirmed overnight courier at the following addresses:

LBI: LYKES BROS. INC.
c/o Charles P. Lykes, Jr., Executive Vice President
106 SW CR 721
Okeechobee, Florida 34974

With a copy to: LYKES BROS. INC.
c/o Elizabeth A. Waters, General Counsel
400 N. Tampa Street
Tampa, Florida 33602

HCBOCC: Highlands County Board of County Commissioners
P.O. Box 1926
Sebring, Florida 33871

18. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties, their representatives, successors and assigns.

19. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties. No amendment or other modification of this Agreement shall be valid or binding on either party hereto unless reduced to writing and executed by the authorized representatives of all parties.

20. **Controlling Law.** This Agreement shall be governed and construed under and in accordance with the laws of the State of Florida.

21. **Non-Waiver.** The failure of any party to exercise any right or option given to it by or to insist upon strict adherence to the terms of this Agreement, shall not constitute a waiver of any terms or conditions contained herein with respect to any other or subsequent breach.

22. **Savings Clause.** If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the first day and year written above.

WITNESS:

HIGHLANDS COUNTY BOARD OF
COUNTY COMMISSIONERS

Jodi L. Giguere
Print Name: Jodi L. Giguere

Gloria D. Rybinski
Print Name: Gloria Rybinski

By: [Signature]
Name: Andrew B. Jackson
Title: Chairman

The seal is circular with the words "BOARD OF COUNTY COMMISSIONERS" around the perimeter and "SEAL" in the center.

WITNESS:

LYKES BROS. INC.

John M. Talgent
Print Name: John M. Talgent

Lorraine M. Hogue
Print Name: Lorraine M. Hogue

By: [Signature]
Name: Charles P. Lykes, Jr.
Title: Executive Vice President

EXHIBIT "A"

A PORTION OF SECTIONS 26 AND 35, TOWNSHIP 37 SOUTH, RANGE 32 EAST IN HIGHLANDS COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTH QUARTER CORNER OF SAID SECTION 26, BEING THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 26; THENCE NORTH $0^{\circ} 17' 00''$ EAST, 227.27 FEET ALONG EAST LINE OF SAID SOUTHWEST QUARTER OF SECTION 26 AND THE CENTERLINE OF COUNTY ROAD 721 AND ITS EXTENSION; THENCE SOUTH $54^{\circ} 23' 00''$ WEST, 371.20 FEET ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 70 TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH $54^{\circ} 23' 00''$ WEST, 417.66 FEET ALONG SAID NORTHERLY RIGHT -OF- W A YLINE; THENCE NORTH $0^{\circ} 27' 35''$ WEST, 423.24 FEET, THENCE SOUTH $62^{\circ} 18' 16''$ EAST, 387.29 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.7597 ACRES MORE OR LESS.

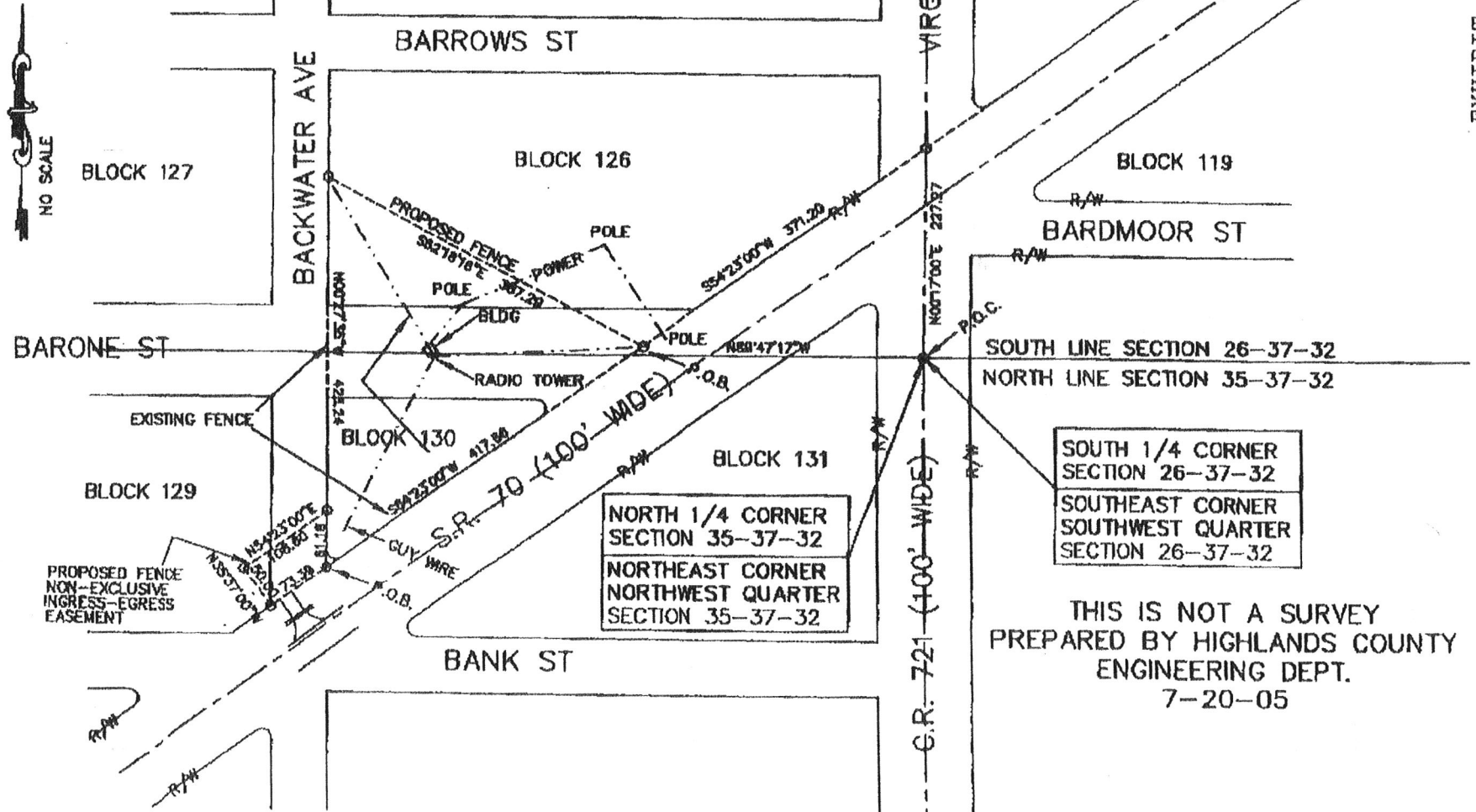
EXHIBIT "B"

A PORTION OF SECTION 35, TOWNSHIP 37 SOUTH, RANGE 32 EAST IN HIGHLANDS COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTH QUARTER CORNER OF SAID SECTION 35, BEING THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 35; THENCE NORTH $0^{\circ} 17' 00''$ EAST, 227.27 FEET ALONG EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 35 AND THE CENTERLINE OF COUNTY ROAD 721 AND IT'S EXTENSION; THENCE SOUTH $54^{\circ} 23' 00''$ WEST, 788.86 FEET ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 70 TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH $54^{\circ} 23' 00''$ WEST, 73.39 FEET ALONG SAID NORTHERLY RIGHT-OF-WAY LINE; THENCE NORTH $35^{\circ} 37' 00''$ WEST, 50.00 FEET; THENCE NORTH $54^{\circ} 23' 00''$ EAST, 108.60 FEET; THENCE SOUTH $0^{\circ} 27' 35''$ EAST, 61.16 FEET TO THE POINT OF BEGINNING.
CONTAINING 0.1044 ACRES MORE OR LESS.

SKETCH OF DESCRIPTION

A PORTION OF
SEC. 26 AND 35, TWP 37 S. RGE 32 E.
HIGHLANDS COUNTY, FLORIDA

THE REVISED PLAT OF SEC.3 OF BRIGHTON IS SHOWN AS A
REFERENCE ONLY. THE BLOCKS AND STREETS HAVE BEEN VACATED,
EXCEPT FOR S.R. 70 AND C.R. 721.



ADDENDUM TO TOWER DONATION AND LICENSE AGREEMENT

This Addendum references that certain Tower Donation and License Agreement (hereinafter referred to as "Contract") dated 2 August 2005, by and between Lykes Bros. Inc., a Florida corporation with a principal place of business at 400 N. Tampa Street, Tampa, Florida 33602 (hereinafter referred to as "LBI") and the Highlands County Board of County Commissioners, a governmental agency with a mailing address at P.O. Box 1926, Sebring, Florida 33871 (hereinafter referred to as "HCB OCC").

WHEREAS, LBI and HCB OCC entered into that certain Tower Donation and License Agreement dated 2 August 2005.

WHEREAS, HCB OCC now desires to replace and construct facilities on the Premises described in the Contract (hereinafter referred to as "Premises").

WHEREAS, LBI agrees to grant HCB OCC a temporary easement to aid in the replacement and construction facilities on the Premises.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to make the following additions to the Contract as outlined below.

1. **VALIDITY.** This Addendum shall be incorporated as if included in the original text of the Contract.
2. **CONTRACT CONTROLS.** Unless expressly amended in this Addendum, the terms of the Contract control the terms of this Addendum.
3. **NO OTHER CHANGES.** No other terms or conditions of the Contract shall be negated or changed as a result of this Addendum.
4. **ACCESS.** LBI grants to HCB OCC, its authorized engineers or persons under its direct supervision, a non-exclusive right and temporary easement (hereinafter referred to as "Temporary Easement") over, upon and through the access easement area described in Exhibit "C", attached hereto and made a part hereof, for pedestrian and vehicular ingress and egress to and from the Premises for the purpose of replacing and constructing facilities on the Premises.



5. **TEMPORARY EASEMENT TERM.** The term of the Temporary Easement shall be sixty (60) days commencing upon the 19th day of February, 2013, and terminating on the 19th day of April, 2013, unless otherwise terminated as provided in the Contract.

6. **BASE STABILIZATION.** HCBOCC may, at its sole expense, place base stabilization material on the surface of the Temporary Easement to facilitate vehicular traffic. Such material may be left in place or removed from the surface of the Temporary Easement at the termination of the Temporary Easement term in the sole discretion of LBI.

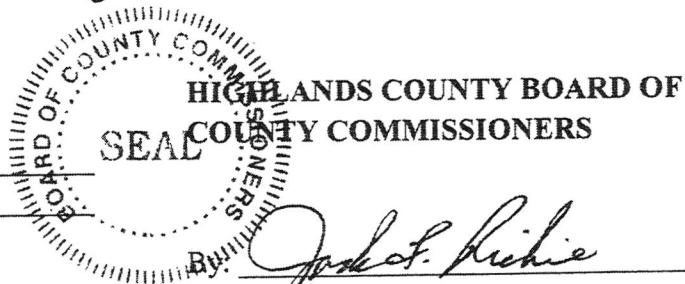
7. **FENCING.** HCBOCC, at its sole expense, must enclose the Temporary Easement with a fence sufficient to prevent livestock from entering the Temporary Easement or exiting pastures adjoining the Temporary Easement. LBI's judgment as to the sufficiency of the enclosure shall be final. LBI may require and demand maintenance and repairs to the enclosure and HCBOCC shall promptly perform such maintenance and repairs.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be duly executed as of this 19th day of February 2013.

WITNESS:

Pamela Nava
Print Name: Pamela Nava

ST
Print Name: Sara Turnbull



By: Jack St. Richie
Jack Richie, Chairman

[SEAL]

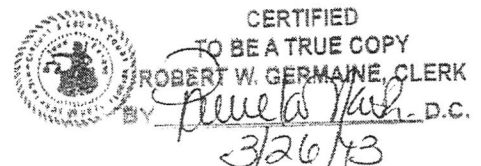
WITNESS:

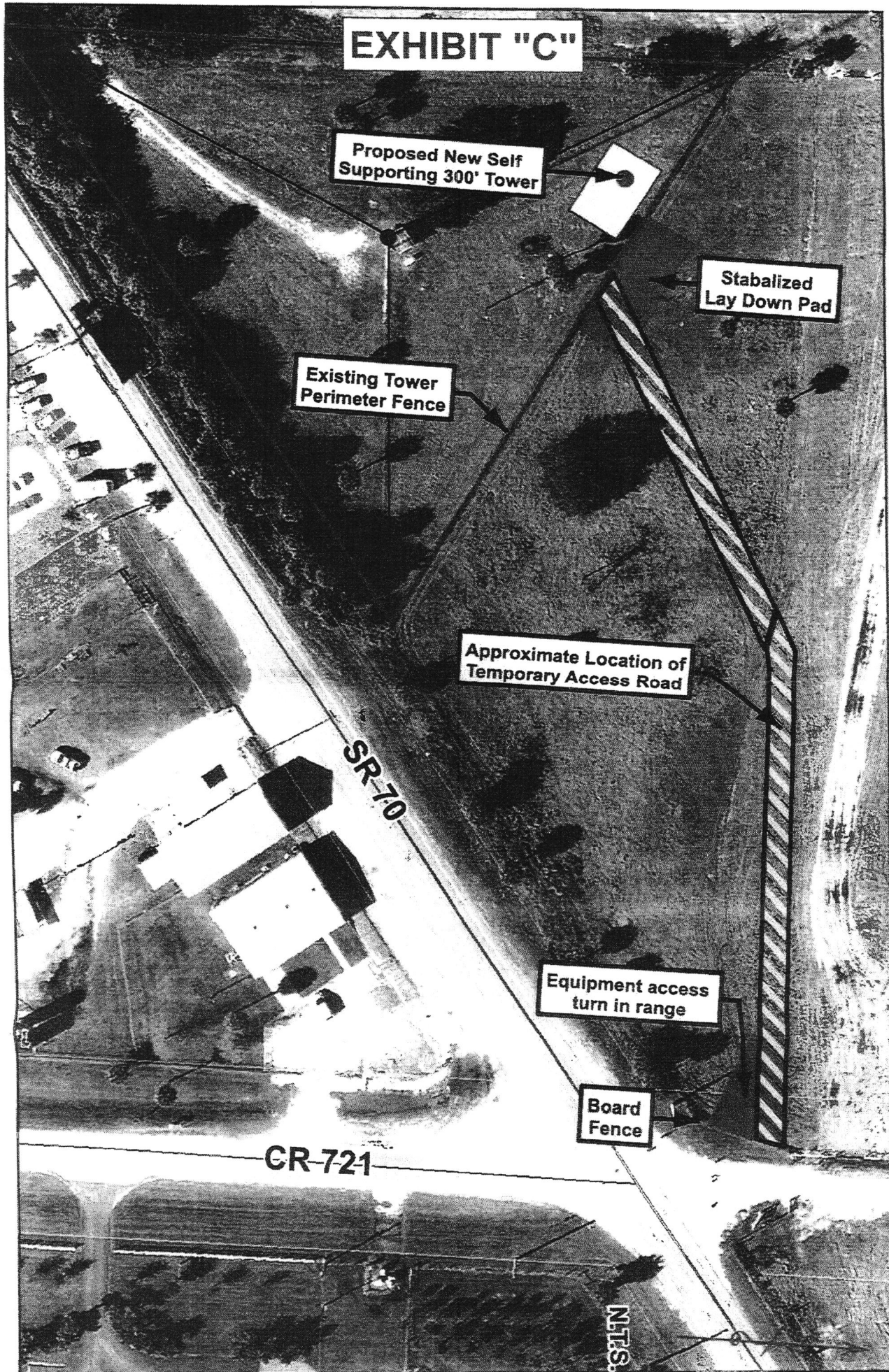
John M. Tallent
Print Name: JOHN M. TALLENT

Lorraine Hogue
Print Name: Lorraine Hogue

LYKES BROS. INC.

By: Joe Collins
Joe E. Collins, Vice President





FIRST AMENDMENT TO
TOWER DONATION AND LICENSE AGREEMENT

This First Amendment to Tower Donation and License Agreement ("First Amendment") is made by and between Lykes Bros. Inc., a Florida corporation with a principal place of business at 400 N. Tampa Street, Tampa, Florida 33602 and the Highlands County Board of County Commissioners, a political subdivision of the State of Florida with a mailing address at P.O. Box 1926, Sebring, Florida 33871.

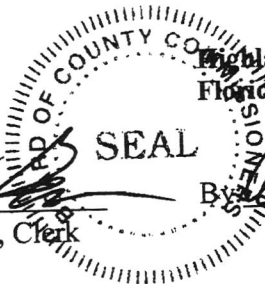
The parties, intending to be legally bound, amend paragraph 3 of the Tower Donation and License Agreement between the parties dated August 2nd, 2005, to read as follows:

3. **Term and Termination.** The term of this License Agreement shall be ten (10) years commencing upon August 2, 2015, and terminating on August 1, 2025, unless otherwise terminated as provided herein or extended by agreement of the parties. Either party may terminate this License Agreement at any time by giving the other party one hundred and eighty (180) days written notice of its intent to terminate this License Agreement. In the event that either party fails or refuses to perform any of its obligations set forth herein (an "event of default"), and such event of default is not cured within fifteen (15) days of the giving of written notice by the non-breaching party, then the non-breaching party shall have the right to terminate this License Agreement immediately.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed by their duly authorized representatives on the dates set forth below and acknowledge that this First Amendment is effective as of the date of execution by the last party to sign.

Attest:

Robert W. Germaine, Clerk



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

William R. Handley, Chairman

Date: July 21, 2015

LYKES BROS. INC., a Florida corporation

By:

(Signature)

Print Name: Charles P. Lykas, Jr.

Title: CEO

Date: 6/25/2015

THIRD AMENDMENT TO TOWER DONATION AND LICENSE AGREEMENT

THIS THIRD AMENDMENT (hereinafter referred to as "Third Amendment dated and effective this 27th day of APRIL, 2018 (the "**Effective Date**") to that certain Tower Donation and License Agreement, dated 2 August 2005, as amended, by and between Lykes Bros. Inc., a Florida corporation with a principal place of business at 400 North Tampa Street, Tampa, Florida 33602 (hereinafter referred to as "**LBI**"); Highlands County, a political subdivision of the State of Florida, with a mailing address of Post Office Box 1926, Sebring, Florida 33871 (hereinafter referred to as "**HCB OCC**"); and Florida Power & Light Company, a Florida corporation with a mailing address of 700 Universe Boulevard, Juno Beach, Florida 33408 (hereinafter referred to as "**FPL**").

WHEREAS, LBI and HCB OCC entered into that certain Tower Donation and License Agreement, dated 2 August 2005 (the "**Original Agreement**").

WHEREAS, LBI and HCB OCC entered into that certain Addendum to Tower Donation and License Agreement, dated 19 February 2013, (the "**Addendum**") providing for the replacement and construction of facilities on the Premises described in the Agreement.

WHEREAS, LBI and HCB OCC entered into that certain First Amendment to Tower Donation and License Agreement, dated 21 July 2015 (the "**First Amendment**") extending the term through 1 August 2025 (the Original Agreement, the Addendum, and the First Amendment being collectively referred to herein as the "**Agreement**").

WHEREAS, LBI and HCB OCC desire to enter into this third modification to be called the Third Amendment to the Tower Donation and License Agreement to hereby grant the following licenses to FPL: (1) a license for the purpose of building, operating and maintaining ground facilities to support FPL's communication facilities on the Tower located on the Premises; and (2) a license for the use of space to place FPL's communication facilities on the Tower located on the Premises.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to make the following additions to the Agreement as outlined below.

1. **VALIDITY.** This Third Amendment shall be incorporated as if included in the original text of the Agreement. The Parties are bound by the Agreement, as amended by the Addendum, First Amendment and this Third Amendment. The above recitals are incorporated herein by this reference.

2. **AGREEMENT CONTROLS.** The terms of the Agreement control, unless expressly amended in the Addendum, the First Amendment or this Third Amendment.

3. **FP&L LICENSES.** LBI grants to FP&L a license to use the real property

Page 1 | 6

Third Amendment to Tower Donation and License Agreement

HCB OCC approved on 6/05/2018

WMA

designated as "**FPL Land**" as shown on the map attached hereto as **Exhibit A** for the purpose of building, operating and maintaining ground facilities to support its communication facilities on the Premises. HCB OCC grants to FP&L a license to use space on the tower on the Premises for the installation, repair, maintenance and operation of radio communication equipment (the "**FPL Tower Equipment**"). LBI and HCB OCC consent to the forgoing licenses each granted by the other to FP&L (collectively referred to as the "**FP&L licenses**"). The FPL Land and the FPL Tower Equipment are both situated on the Premises and are collectively referred to as the "**FPL Facilities**".

4. **PAYMENT.** For and in consideration of the FPL licenses, FPL shall pay to LBI the sum of \$1,800.00 per month (the "**FPL Fee**") beginning on the first day of the month following the effective date of this Third Amendment and an equal sum on the first day of each month thereafter through the term of this Third Amendment. Within thirty (30) days of the execution of this Third Amendment, FPL shall pay the pro-rated FPL Fee to LBI for the part of the month during which this Third Amendment becomes effective.

5. **FPL USE OF PREMISES.** FPL shall be permitted to use the Premises and the Tower solely for the operation and maintenance of the FPL Facilities, and shall not be permitted to use the Premises for any other purpose except by prior written permission of LBI. FPL shall not construct any new facilities on the Premises or the Tower without first obtaining the prior written consent of LBI and HCB OCC, which consent shall not be unreasonably withheld. FPL has the right to operate and maintain on the Premises the FPL Facilities, including without limitation, an antenna or pole, foundation, utility lines, solar power equipment, air-conditioned equipment shelters, electronic equipment, radio transmitting and receiving antennas and other supporting equipment and structures; and to operate and maintain on the Tower, including without limitation, an antenna, or pole, solar power equipment, electronic equipment, radio transmitting and receiving antennas and other supporting equipment.

6. **FPL ACCESS.** Subject to the existing and reserved rights and uses held and maintained by LBI and the rights and uses granted to HCB OCC, LBI shall provide FPL with access to the Premises for the purpose of installing, maintaining, removing and repairing the FPL Facilities, such right to be limited to authorized engineers of FPL or persons under FPL's direct supervision.

7. **MAINTENANCE.** FPL shall be solely responsible for the maintenance of FPL's Facilities, and for all other maintenance and monitoring necessary to maintain and operate the FPL Facilities. FPL shall maintain the FPL Facilities according to good engineering practices and in compliance with applicable federal and state laws and regulations. All construction and maintenance activities performed by FPL, or their respective employees, agents, subcontractors or invitees shall be performed in accordance with all applicable laws, rules or regulations, including without limitation those of the Federal Communications Commission ("**FCC**") and the Federal Aviation Administration ("**FAA**").

8. **INTERFERENCE; DAMAGE; SUBLICENSE.** FPL shall operate its facilities in a manner that will not cause interference with or damage to any LBI or HCB OCC facilities. Any damage or interference caused by FPL shall be deemed to be a material breach of the terms of

this Agreement, and if the damage or interference is not repaired or does not cease within thirty (30) days of written notice being given to FPL, or within such longer period as may be agreed upon by FPL, LBI and HCB OCC in the event that the interference cannot be cured within thirty (30) days, then LBI and HCB OCC may terminate the FPL Licenses immediately. All operations by FPL shall be in compliance with FCC requirements and all other applicable governmental agency requirements. FPL shall not have the right to lease or license the Tower, the Premises or any space on the Tower to any other person or entity. The parties acknowledge and agree that the Tower is used for 911 purposes, and FPL agrees that it will discontinue its competing use of the Tower if such use impedes 911 communications, and further agrees that in the event of such interference, FPL will work with the HCB OCC team to identify and eliminate any such FPL interference up to and including elimination of the equipment causing the interference.

9. **INSURANCE.** Prior to entering upon the Premises, FPL shall provide LBI and HCB OCC with a letter of self-insurance from FPL's Risk Management Department.

10. **FPL INDEMNITY TO HCB OCC.** FPL hereby agrees to indemnify and hold HCB OCC and HCB OCC's elected officials, officers, directors, and employees, harmless from and against any and all losses, claims, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) relating to personal injuries (including personal injuries or death) arising from or in connection with FPL's use, operation, maintenance or repair of FPL's Facilities at the Premises or access over LBI's Real Property or FPL's shared use of HCB OCC's easements for access to the Premises, to the extent arising from the negligence or willful misconduct of FPL, its employees, agents, contractors or subcontractors, except those resulting from the negligence or willful misconduct of HCB OCC or HCB OCC's elected officials, officers, directors, employees, agents, contractors or subcontractors.

11. **HCB OCC'S INDEMNITY.** Subject to the limitations of Section 768.28, Florida Statutes, HCB OCC agrees to indemnify and hold FPL harmless from and against any and all losses, claims, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) relating to personal injuries (including personal injuries or death) or property damage arising from or in connection with HCB OCC's use, operations, maintenance of LBI's Real Property or, as a result of the performance of this Lease Agreement. The indemnification by FPL is limited to the sum of \$100,000 to any one person or entity, and \$200,000 per occurrence, inclusive of all attorneys' fees, costs or other expenses, and HCB OCC's own liability for said claim, as set forth in Section 768.28, Florida Statutes. HCB OCC does not waive any defenses or immunities, at common law or statutory which it would have, in the absence of this Lease Agreement, including but not limited to sovereign immunity, other immunities or protections afforded by Section 768.28, Florida Statutes, workers' compensation immunity or contribution.

12. **DESTRUCTION.** In the event that the Premises or the Tower thereon are destroyed or damaged, HCB OCC may, at its sole expense and option, replace and reconstruct the Tower and the communications facilities of HCB OCC on the Premises. Similarly, FPL may, at its sole expense and option, replace and reconstruct its communications facilities on the Premises. In addition, during the reconstruction or repair of the Tower, FPL may install, at a temporary location on or near the Premises (as mutually agreed upon by LBI and FPL), a cell- on -wheels so that FPL may continue to operate the FPL Facilities. If the Premises or the Tower thereon are destroyed or

damaged to such extent that they are rendered unusable, then FPL may elect to terminate this Third Amendment upon thirty (30) days' written notice to LBI and HBCOCC. In such event, all rights and obligations of the parties shall cease upon FPL's removal of all of the FPL Facilities. For the avoidance of doubt, this Third Amendment shall remain in full force and effect until the FPL Facilities are removed, even if the Premises are destroyed.

13. **TERMINATION AND TERM.** The FPL Licenses terminate on the termination date of the Agreement, unless otherwise terminated as provided herein. FPL may terminate the FPL Licenses at any time by giving LBI and HBCOCC one hundred and eighty (180) days' prior written notice of its intent to terminate the FPL Licenses. In the event that FPL fails or refuses to perform any of its obligations set forth herein (an "event of default"), and such event of default is not cured within thirty (30) days following receipt of written notice of default from LBI and HBCOCC, or if more than thirty (30) days are required to cure the default, if FPL has not, in the opinion of LBI and HBCOCC, commenced and is diligently pursuing the cure within such thirty (30) day period, then LBI and HBCOCC shall have the right to terminate this Third Amendment immediately.

14. **DAMAGE TO LYKES' PROPERTY.** FPL shall ensure that FPL and contractors, agents and employees follow good utility practice in exercising its rights under this Agreement, including care of equipment, Tower procedures and FPL's operations on Lykes' property so as to avoid damage to Lykes' property. FPL shall restore, or replace as appropriate, any damage to the Lykes real property, including trees, livestock, wildlife, fences, gates, roads, ditches, culverts, or other improvements (and also specifically including the Tower and Lykes equipment on the Tower) to the extent such damage on Lykes' property caused by FPL, FPL's contractors, agents and employees, or FPL's equipment on the Tower.

15. **FPL INDEMNITY TO LYKES.** FPL acknowledges that climbing and performing work on the Tower is an inherently dangerous activity. FPL agrees that FPL and its employees, contractors, subcontractors and agents will undertake Tower climbing and work activities at their own, sole risk, and FPL hereby indemnifies and holds Lykes, its employees, officers, shareholders, directors and affiliates (collectively, the "**Lykes Entities**") harmless from and against any and all losses, claims, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs at the trial and appellate level, and for administrative proceedings) relating to personal injuries (including death) or property damage arising from or in connection with FPL's exercise of rights under this Agreement. FPL shall inspect the Tower before any of its employees, contractors or agents work on, around or under the Tower. FPL further releases, indemnifies, and holds the Lykes Entities harmless from any investigation, claim, penalty, civil penalty or prosecution arising from FPL's violation of any applicable State or Federal law, rule, regulation, permit or order.

16. **SURVIVAL OF INDEMNITY PROVISIONS.** The indemnity provisions of this Agreement shall survive the cancellation or expiration of this Agreement for claims arising during the term of this Agreement.

[Remainder of page intentionally blank; Signature pages follow]

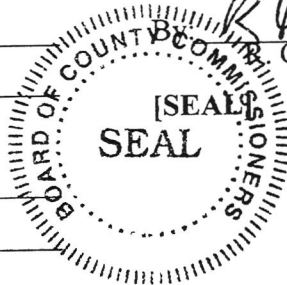
IN WITNESS WHEREOF, the parties hereto have caused this Third Amendment to be duly executed as of the date first set forth above.

WITNESS:

HIGHLANDS COUNTY, a political
Subdivision of the State of Florida
By Its Board of County Commissioners

Pamela Gomez
Print Name: Pamela Gomez

MBuner
Print Name: Maria Brenes



Greg Harris
Greg Harris, Chairman

6/5/2018

WITNESS:

LYKES BROS. INC.

Brihan Mason
Print Name: Brihan Mason

Laura D. Cummings
Print Name: Laura D. Cummings

By:

Joe E. Collins
Joe E. Collins, Senior Vice President

WITNESS:

FLORIDA POWER & LIGHT
COMPANY, a Florida corporation
Approved by:

TIM Lewis
Print Name: TIM Lewis

MICHAEL Gomez
Print Name: MICHAEL Gomez

By:

Ashish Gupta
Ashish Gupta, VP & CIO
Information Management

Date

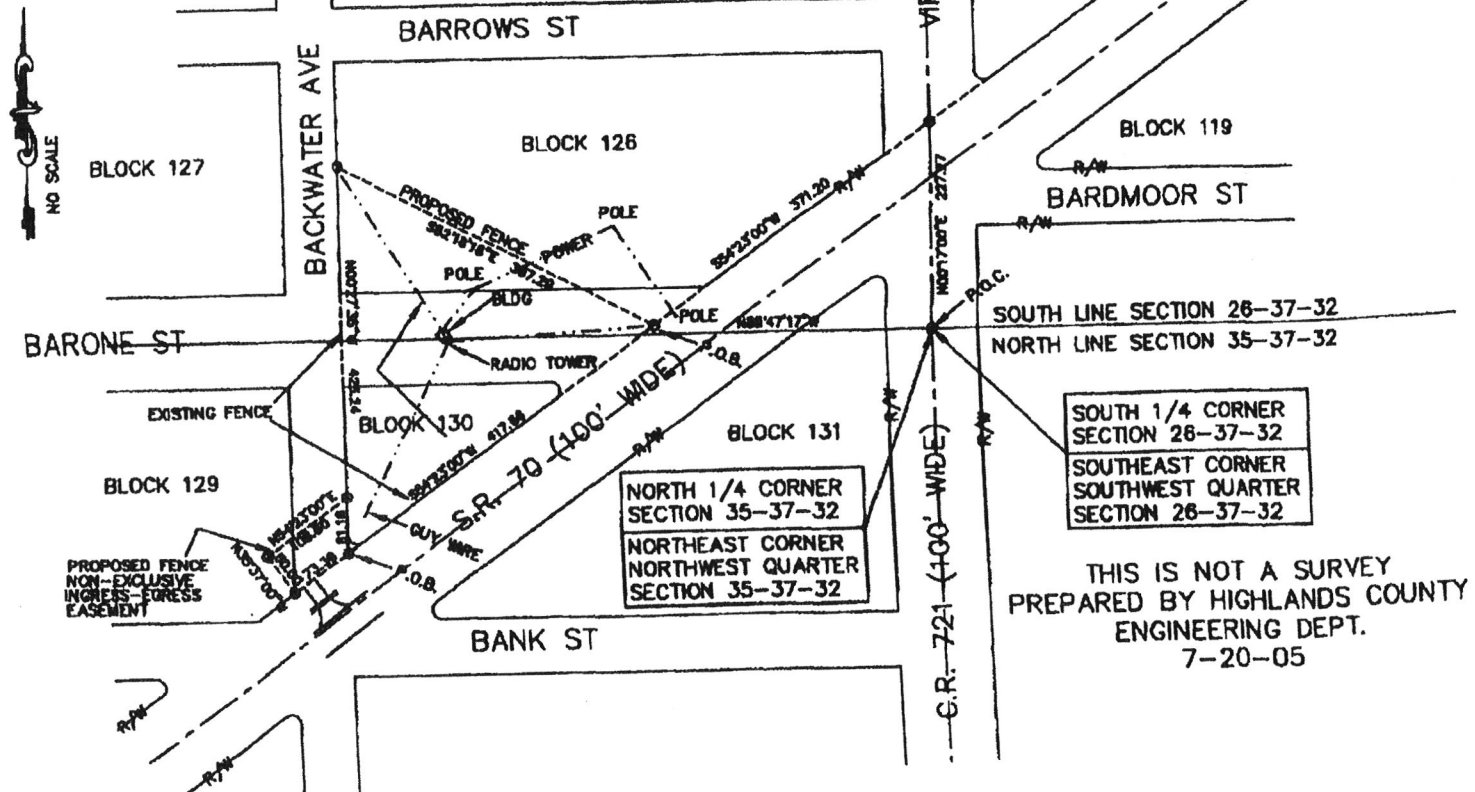
Title:

EXHIBIT A

SKETCH OF DESCRIPTION

A PORTION OF
SEC. 26 AND 35, TWP 37 S. RGE 32 E.
HIGHLANDS COUNTY, FLORIDA

THE REVISED PLAT OF SEC. 3 OF BRIGHTON IS SHOWN AS A
REFERENCE ONLY. THE BLOCKS AND STREETS HAVE BEEN VACATED,
EXCEPT FOR S.R. 70 AND C.R. 721.



FOURTH AMENDMENT TO TOWER DONATION AND LICENSE AGREEMENT

THIS FOURTH AMENDMENT TO TOWER DONATION AND LICENSE AGREEMENT (the “**Fourth Amendment**”) dated and effective this ____ day of _____, 2021 (the “**Effective Date**”) hereby amends that certain Tower Donation and License Agreement, dated August 2, 2005, by and between Lykes Bros. Inc., a Florida corporation (“**LBI**”) and Highlands County, a political subdivision of the State of Florida (“**HCOCC**”).

RECITALS

WHEREAS LBI and HCOCC entered into that certain Tower Donation and License Agreement, dated August 2, 2005 (the “**Original Agreement**”) pursuant to which LBI donated an existing telecommunications tower (the “**Original Tower**”) to HCOCC and granted HCOCC a license to use certain lands owned by LBI where the Original Tower was located (the “**Premises**”);

WHEREAS LBI and HCOCC entered into that certain Addendum to Tower Donation and License Agreement, dated February 19, 2013 (the “**Addendum**”) granting HCOCC a temporary easement for the purpose of replacing and constructing additional facilities within the Premises, including a replacement to the Original Tower;

WHEREAS LBI and HCOCC entered into that certain First Amendment to Tower Donation and License Agreement, dated July 21, 2015 (the “**First Amendment**”) extending the term of the Original Agreement through August 1, 2025;

WHEREAS LBI, HCOCC and Florida Power & Light Company (“**FPL**”) entered into that certain Third Amendment to Tower Donation and License Agreement, dated April 27, 2018 (the “**Third Amendment**” and together with the Addendum, First Amendment and Original Agreement, the “**Agreement**”)¹ wherein FPL was granted a license to build, operate and maintain communication facilities on the tower and within the Premises;

WHEREAS, LBI and HCOCC now wish to amend the Agreement to: (i) convert the Agreement from a License to a lease; (ii) add a twenty (20) foot wide non-exclusive access easement in favor of HCOCC and its sublessee running from the public right of way to the Premises; (iii) acknowledge that the Original Tower was replaced by HCOCC and the new tower is owned by HCOCC (which new tower shall hereinafter be referred to as the “**Tower**”); (iv) extend the term of the Agreement; and (v) authorize HCOCC to License the Tower and the Premises to New Cingular Wireless PCS, LLC (“**AT&T**”) pursuant to the terms and conditions of this Amendment; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to make the following additions to the Agreement:

¹ The actual first amendment to the Original Agreement was inadvertently titled an Addendum and the actual second amendment to the Original Agreement was inadvertently title a First Amendment.

1. **RECITALS:** The recitals set forth above are true and accurate and hereby incorporated into this Amendment by reference. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

2. **USE OF PREMISES; GRANT OF LEASE AND EASEMENT; SUBLEASE:**

a. LBI hereby clarifies and reaffirms its donation of the Original Tower to HCBOCC and acknowledges that HCBOCC is the owner of the Tower.

b. The Parties hereby convert the license granted by LBI under the Agreement into a lease. As of the Effective Date, HCBOCC shall be deemed to maintain a lease to the Premises for the remaining term of the Agreement. All references to a license in the Agreement shall hereinafter refer to a lease.

c. LBI hereby grants to HCBOCC a non-exclusive right of ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, over LBI's property to and from the Premises for the purpose of installation, operation, and maintenance of HCBOCC's communications equipment and Tower over or along a twenty (20) foot wide right-of-way ("**Easement**"), as hereby depicted on Exhibit "A" of this Amendment. HCBOCC may use the Easement for the installation, operation and maintenance of wires, cables, conduits, and pipes for all necessary electrical, telephone, fiber and other similar support services. HCBOCC shall have the right to grant use of the Easement to affiliates and licensees of HCBOCC under the Agreement and this Amendment, provided that all such parties' use of the Easement shall be under the direct supervision of HCBOCC.

d. LBI hereby authorizes HCBOCC to license a portion of the Premises to AT&T pursuant to a license agreement to be approved and agreed by LBI and HCBOCC (the "**AT&T License**"). All license fees, monies and proceeds paid to HCBOCC for use of the Premises and Tower during the term of the AT&T Sublease shall be split equally between LBI and HCBOCC. AT&T shall directly pay HCBOCC and LBI the equal split of the License Fee monthly. All amendments to the License shall be subject to LBI's prior written approval, which approval shall not be unreasonably withheld, conditioned, or delayed, but may be conditioned upon approval of any increase in the license fees charged to AT&T under the AT&T Sublease.

e. HCBOCC may not grant any future licensees or other use rights within the Premises or the Tower without the prior written consent of LBI, which consent shall not be unreasonably withheld, conditioned, or delayed. HCBOCC and LBI shall be required to equally split all rents, fees, monies, and other proceeds paid by any future sublessee, sublicensee or other user of the Premises and Tower.

3. **TERM AND TERMINATION.** The term of the Agreement is hereby modified and extended such that the current term will expire on the fifth (5th) anniversary of the commencement date of the AT&T Sublicense. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless HCBOCC terminates it at the end of the then current term by giving LBI written notice of the intent to terminate at least six (6) months prior to the end of the then current term. The last two (2) sentences of Paragraph 3 of the Original Agreement, as amended by the First Amendment, are hereby deleted in their entirety.

4. **DEFAULT.** In the event that LBI or HCBOCC fails or refuses to perform any of its obligations set forth in this Agreement (an “event of default”) and such event of default is not cured within thirty (30) days of the giving of written notice by the non-breaching party, then the non-breaching party shall, in addition to all other rights and remedies available at law and in equity, have the right to terminate this Agreement. The breaching party shall be liable for all expenses, including reasonable attorneys’ fees and costs, reasonably incurred by non-breaching party in connection with any action to enforce the terms of this Agreement, or in connection with any action for the recovery of the Premises.

5. **FPL USE OF PREMISES.** FPL’s rights to use the Tower and Premises pursuant to the Third Amendment shall continue during the term of the Agreement, as extended herein. However, notwithstanding anything contained in the Agreement to the contrary, commencing on August 1, 2025, and continuing each annual anniversary of such date thereafter, the FPL Fee payable to LBI shall increase by three percent (3%) of the FPL Fee payable during the immediately preceding year.

6. **ENVIRONMENTAL.** HCBOCC shall not, in a manner which violates applicable Environmental Laws, bring upon the Premises or possess thereon or make or produce or discharge thereon any hazardous or toxic materials, wastes or substances (collectively, “**Hazardous Substances**”) as such terms are defined in the Resource Conservation and Recovery Act (RCRA) (PL94-590, 90 Stat. 2796, 1976) and amendments thereto, the Clean Water Act of 1972 (33 USC §1321(f)) and subsequent amendments thereto, the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) (PL-510, 94 Stat. 27,67, 1980) and subsequent amendments thereto, the rules and regulations of the United States Environmental Protection Agency promulgated thereunder, Chapter 403 Florida Statutes, and the rules and regulations of the Florida Department of Environmental Regulation and other applicable environmental laws (collectively, “**Environmental Laws**”); and shall not, in a manner which violates applicable Environmental Laws, bring upon or leave upon the Premises any containers, receptacles or the like containing any such wastes, substances, or materials. If any materials, wastes, or substances left on the Premises by the HCBOCC should at any time be classified or determined by a governmental authority as substances required to be removed from the Premises or disposed of at a qualified hazardous waste or disposal site, HCBOCC shall be obligated at HCBOCC's expense to remove and dispose of the same in a regulatory approved manner. Notwithstanding the foregoing prohibitions, should HCBOCC while occupying or carrying on any operations or activities upon the Premises cause the deposit on the Premises or any other areas, any such wastes, substances or materials which pursuant to the foregoing laws, statutes, rules or regulations or orders of any governmental entity or agency, the owner of the Premises might have obligation to clean-up or participate in the clean-up from any such deposit area, HCBOCC shall assume all such obligations of LBI thereunder. HCBOCC hereby agrees to indemnify and save harmless LBI from any damages, expenses or liability resulting from any violation of the provisions of this Paragraph by HCBOCC or its successors, sublessee, sublicensees and assigns. HCBOCC's obligations under this Paragraph, including HCBOCC's indemnification obligations and HCBOCC's obligation to remove and dispose of in an approved manner any such materials, substances or wastes brought upon or left upon the Premises and HCBOCC's obligations to assume LBI's obligations or liabilities for clean-up as aforesaid shall be continuous and shall survive the expiration or termination of this Agreement.

7. **TAXES.** As of the Effective Date, Section 13 of the Original Agreement is hereby deleted in its entirety and replaced with the following:

“As consideration for HCBOCC’s lease of the Premises, during the term of the Agreement, HCBOCC shall reimburse LBI an amount equal to the ad valorem taxes and special assessments associated with that portion of the real property on which the Premises is located. LBI shall invoice HCBOCC for any taxes and assessments required under this Agreement and shall include with such invoice copies of the tax bills, (and any calculations based thereon), and HCBOCC shall pay such invoice pursuant to the Prompt Payment Statue, Fla. Stat. §218.70.

Any property taxes or assessments for which HCBOCC may be hereunder liable and which are imposed for any period of time that either commences prior to or ends after the term of the Agreement Term shall be prorated between LBI and HCBOCC on a per diem basis. During the term of the Agreement, HCBOCC shall also pay all tangible personal property taxes associated with the Premises and all improvements contained therein. Notwithstanding anything contained herein to the contrary, for purposes of enforcing an event of default by HCBOCC, all amounts due and owing to LBI by HCBOCC under this Agreement shall be considered ‘rent’ pursuant to Chapter 83, Florida Statutes.”

8. **VENUE; WAIVER OF JURY TRIAL.** Venue for any legal action(s) shall be in Highlands County, Florida for State Court, or in the United States District Court for the Southern District of Florida for Federal Court. IN ANY ACTION OR PROCEEDING ARISING HEREFROM AND IN THE INTEREST OF SAVING TIME AND EXPENSE, LBI AND HCBOCC HEREBY CONSENT TO TRIAL WITHOUT A JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER OR THEIR SUCCESSORS IN RESPECT OF ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE RELATIONSHIP OF LANDLORD AND TENANT, HCBOCC’S USE OR OCCUPANCY OF THE PREMISES, AND/OR ANY CLAIM FOR INJURY OR DAMAGE, OR ANY EMERGENCY OR STATUTORY REMEDY. IN THE EVENT LBI COMMENCES ANY SUMMARY PROCEEDINGS OR ACTION FOR NONPAYMENT OF RENT, HCBOCC SHALL NOT INTERPOSE ANY COUNTERCLAIM OF ANY NATURE OR DESCRIPTION (UNLESS SUCH COUNTERCLAIM SHALL BE MANDATORY) IN ANY SUCH PROCEEDING OR ACTION, BUT SHALL BE RELEGATED TO AN INDEPENDENT ACTION AT LAW.

9. **MISCELLANEOUS.** LBI, HCBOCC and FPL each warrants to the other that the person executing this Amendment on behalf of the warranting party has the full right, power, and authority to enter into, and execute this Amendment on that party’s behalf, and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Amendment. Except as amended herein, all of the other terms, agreements and provisions of the Agreement are hereby ratified and confirmed by LBI and HCBOCC and FPL. In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control. HCBOCC and FPL each affirm that no breach or default by LBI has occurred, and no event has occurred which after the giving of notice or the passage of time, or both, would constitute such a breach or default under the Agreement by LBI and that it currently

has no claims or offsets thereunder. The Agreement, as amended herein, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Fourth Amendment to be duly executed as of the date first set forth above.

WITNESSES:

Name: _____

Name: _____

Reviewed and Approved by County Attorney:

Name: _____

ATTEST:

By: _____

Print Name: Robert W. Germaine

Title: Clerk

Date: _____

HCBOCC:

**HIGHLANDS COUNTY, a political
Subdivision of the State of Florida
By Its Board of County
Commissioners**

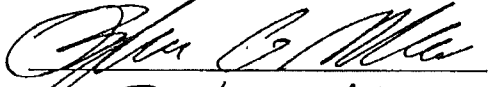
By: _____

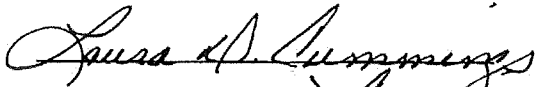
Name: _____

Title: Chairman

[SEAL]

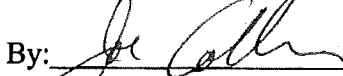
WITNESSES:


Name: Brigham Mason


Name: Laura D. Cummings

LBI:

**LYKES BROS. INC.,
a Florida corporation**

By:  _____

Name: Joe Collins

Title: Senior Vice President

JOINDER AND CONSENT

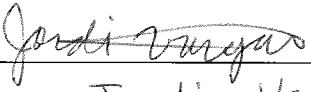
Florida Power and Light Company ("FPL") hereby joins in and consent to this Fourth Amendment.

WITNESSES:

Victoria Blanco

Digitally signed by Victoria Blanco
DN: cn=Victoria Blanco, o=Florida Power & Light
Company, ou=CIO - Information Technology,
email=Victoria.blanco@FPL.COM, c=US
Date: 2021.07.12 10:00:03 -0500

Name: _____


Name: Jordi Vargas

FPL:

**FLORIDA POWER & LIGHT
COMPANY,
a Florida corporation**

By: Ashish Gupta 

Name: Ashish Gupta

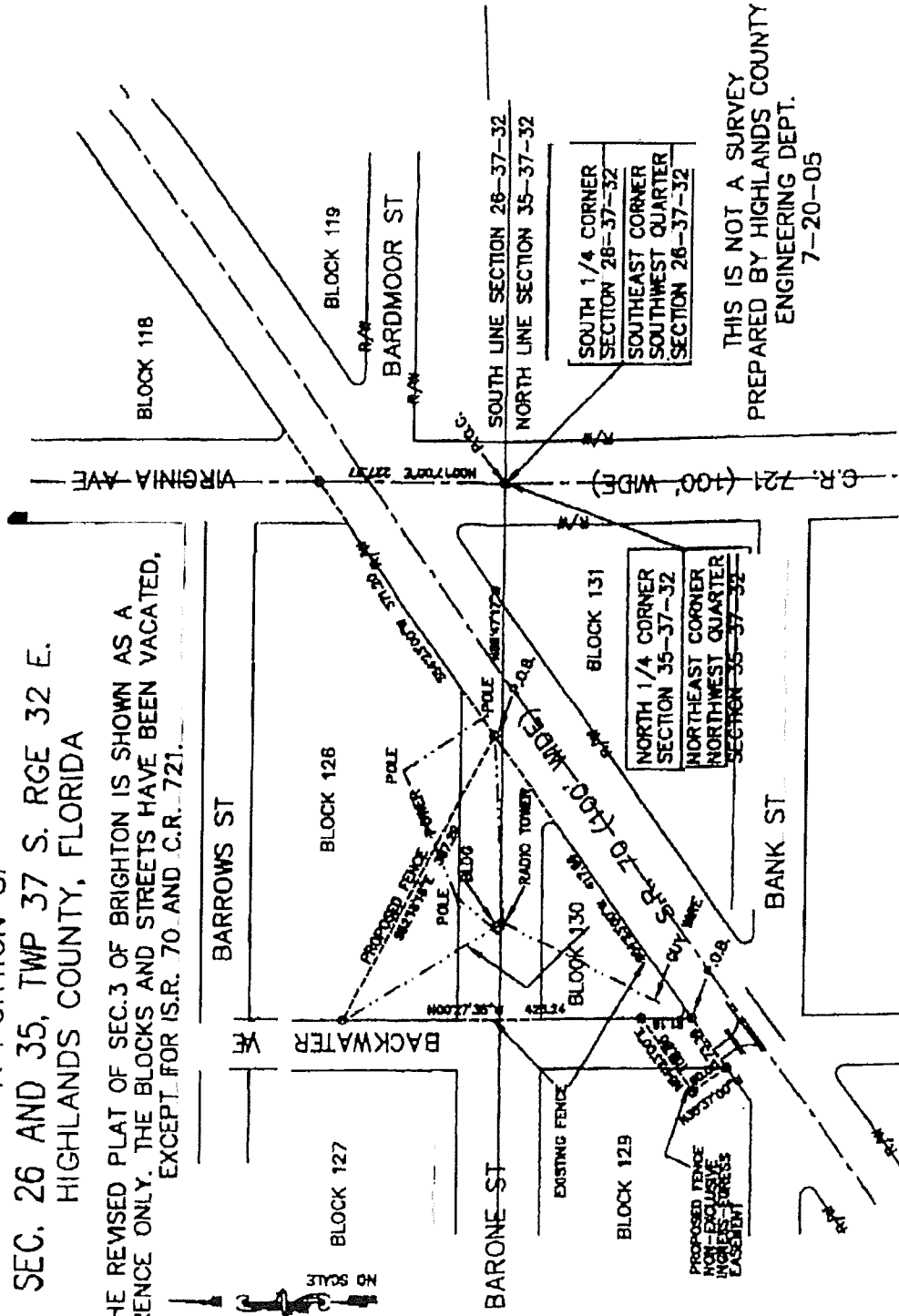
Title: VP & Chief Information Officer

EXHIBIT "A"
DEPICTION OF EASEMENT

SKETCH OF DESCRIPTION

A PORTION OF
SEC. 26 AND 35, TWP 37 S. RGE 32 E.
HIGHLANDS COUNTY, FLORIDA

THE REVISED PLAT OF SEC. 3 OF BRIGHTON IS SHOWN AS A
REFERENCE ONLY. THE BLOCKS AND STREETS HAVE BEEN VACATED,
EXCEPT FOR I.S.R. 70 AND C.R. 721.



THIS IS NOT A SURVEY
PREPARED BY HIGHLANDS COUNTY
ENGINEERING DEPT.
7-20-05

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: August 3, 2021

PRESENTER: Paul Blackman, Sheriff

SUBJECT/TITLE: Request acceptance of Edward Byrne Memorial Justice Assistance Residual Grant (JAG-R) Program award and approval of Budget Amendment 20-21-116 and corresponding Resolution.

STATEMENT OF ISSUE

Attached is a grant in the amount of \$49,755 for the JAG Residual Grant Program for FY 20-21.

RECOMMENDED ACTION

Move to approve and accept grant award Contract No. 2021-JAGC-HIGH-1-Y5-174 in the amount of \$49,755 with no required match, along with the accompanying budget amendment 20-21-116 and resolution.

FISCAL IMPACT

The fiscal impact is an increase to Fund 005 (General) and the overall budget in the amount of \$49,755.00 which is 100% grant funded, no match requirement.

Attachments: [20-21-116 Sheriff Proj 20062 JAGC Residual \(BA\).pdf](#)
[20-21-116R Sheriff Proj 20062 JAGC Residual \(Resolution\).pdf](#)
[2021-JAGC-HIGH-1-Y5-174 SIGNATURE PAGES.pdf](#)
[2021-JAGC-HIGH-1-Y5-174.APPLICATION.pdf](#)

APPROVED

July 8, 2021

O.M.B DEPARTMENT
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

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

DATE: 7/8/2021

SUBMITTED BY: Sheriff

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

PROJECT(S) #:	20062	PROJECT TITLE(S):	JAGC Residual Prog	COST CENTER TITLE(S):	Sheriff-005
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*list additional cost centers on reverse side of form

[illegible]

REASON: To assign and appropriate Project 20062 JAGC Residual Program Grant Funds that were awarded to the Sheriff's Office for FY 21.

OFFICE USE ONLY

OMB RECOMMENDATION:



Approval

Denial

REQUEST # 20-21-116

TRANSFER TYPE:

ACTION:

Board
County Administrator

Approved

Denied

Approved

Denied

ITEM TO ITEM

RESERVE

XX BY RESOLUTION

SUPPLEMENTAL BUDGET

SIGNATURE: _____

Signature: _____

DATE: / /

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, JAG-C Residual Program grant funds were awarded and should be appropriated in FY20/21; and

WHEREAS, the funds must be appropriated to accomplish the grant/project fund purposes within the General Fund in the amount of \$49,755.00.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Highlands County, Florida this _____ day of _____, 2021 that budget amendment 20-21-116 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

Edward Byrne Memorial Justice Assistance Grant (JAG) Program

ACCEPTANCE OF FEDERAL FUNDING ASSISTANCE

Subrecipient: Highlands County Board of Commissioners

Subgrant Number: 2021-JAGC-HIGH-1-Y5-174

Project Title: FY2018 JAGC METH RESIDUAL

Pass-through Entity: Florida Department of Law Enforcement

This award is subject to all applicable rules, regulations, and conditions, as contained in the Department of Justice Grants Financial Guide, and the Office of Management and Budget Uniform Grant Requirements (2 C.F.R. Part 200). This award is also subject to the incorporated standard and special conditions, and such further rules, regulations, and policies as may be reasonably prescribed by the State or Federal Government.

In witness whereof, the parties affirm they each have read and understand the conditions set forth in this agreement, have read and understand the agreement in its entirety, and accept this agreement through the signature of their duly authorized officers on the date, month, and year set out below.

Highlands County Board of Commissioners
Authorizing Official (Commission Chairperson, Mayor, or Designated Representative)

Signature

Date

Printed Name and Title

Highlands County Sheriff's Office
Authorizing Official (Official, Administrator, or Designated Representative)

Signature

Date

Printed Name and Title

Florida Department of Law Enforcement
Office of Criminal Justice Grants

Signature

Date

Cody Menacof, Bureau Chief

Printed Name and Title

Edward Byrne Memorial Justice Assistance Grant (JAG) Program

SPECIAL CONDITIONS

Subrecipient: Highlands County Board of Commissioners

Subgrant Number: 2021-JAGC-HIGH-1-Y5-174

Project Title: FY2018 JAGC METH RESIDUAL

Pass-through Entity: Florida Department of Law Enforcement

In addition to the attached standard conditions, the above-referenced grant project is subject to the special conditions set forth below.

Ref# S46796: At the time of application approval, the Highlands County Board of Commissioners had not submitted a current EEO Plan, and/or Approval Letter to the Office of Criminal Justice Grants. The documents must be maintained and provided to the Office of Criminal Justice Grants at monitoring.

Ref# S47262: WITHHOLDING OF FUNDS: This project requests funding for telecommunications and/or video surveillance equipment. Prior to the drawdown of funds for such equipment, the subrecipient must provide documentation that the manufacturer and vendor are not suspended or debarred from receiving federal funds in SAM.gov to the Office of Criminal Justice Grants.

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 1: Administration

Subgrant Recipient

Organization Name: Highlands County Board of Commissioners

County: Highlands

Chief Official

Name: Scott Kirouac

Title: Chairman

Address: 600 South Commerce Avenue

City: Sebring

State: FL **Zip:** 33870-3809

Phone: 863-402-6500 **Ext:**

Fax:

Email: skirouac@highlandsfl.gov

Chief Financial Officer

Name: Jerome Kaszubowski

Title: Clerk of Circuit Court & Comptroller

Address: 590 South Commerce Avenue

City: Sebring

State: FL **Zip:** 33870-3867

Phone: 863-402-6566 **Ext:**

Fax: 863-402-6768

Email: jkaszb@highlandsclerkfl.gov

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 1: Administration

Implementing Agency

Organization Name: Highlands County Sheriff's Office

County: Highlands

Chief Official

Name: Paul Blackman

Title: Sheriff

Address: 400 South Eucalyptus Street

City: Sebring

State: FL **Zip:** 33870-3700

Phone: 863-402-7244 **Ext:**

Fax: 863-402-7296

Email: pblackman@highlandssheriff.org

Project Director

Name: Robin Reed

Title: Business Administrator

Address: 400 South Eucalyptus

City: Sebring

State: FL **Zip:** 33870-3700

Phone: 863-402-7215 **Ext:**

Fax: 863-402-7205

Email: rareed@highlandssheriff.org

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 1: Administration

Section Questions:

Question: Does your jurisdiction have any laws, policies, or practices related to whether, when, or how employees may communicate with the Department of Homeland Security (DHS) or Immigration and Customs Enforcement (ICE)?

Answer: Yes

Question: Is your jurisdiction subject to any laws from a superior political entity (e.g., a state law that binds a city) that meet the description in question 1?

Answer: Yes

Question: If yes to either #1 or #2, describe each practice AND provide a copy of each law or policy to criminaljustice@fdle.state.fl.us.

Answer: The Highlands County Sheriff's Office (HCSO) requires cooperation with the Department of Homeland Security (DHS) as detailed in General Order 7220 (GO) and Standard Operating Procedure 7200.02 (SOP). The GO specifies that the HCSO will notify DHS of all foreign nationals booked into the facility. Also, when requested by DHS, the HCSO will notify DHS concerning the scheduled release date and time of any foreign national inmate with at least forty-eight (48) hour notice when possible. Further, the HCSO will cooperate with DHS agents requesting to interview inmates regarding their right to be or to remain in the United States. The SOP details the forms and actions to be taken by HCSO members with respect to communications with DHS.

S.B. 168 Chapter 908 F.S.

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 2: Project Overview

General Project Information

Project Title: FY2018 JAGC METH RESIDUAL
Subgrant Recipient: Highlands County Board of Commissioners
Implementing Agency: Highlands County Sheriff's Office
Project Start Date: 7/1/2021 **End Date:** 6/30/2022

Problem Identification

Illegal methamphetamine activity continues to be a serious problem in Highlands County and in our state. Residual JAG funding would help support our agency's efforts to combat methamphetamine activity in Highlands County.

Highlands County Board of Commissioners will use Federal Grant Funds to purchase Pole mounted surveillance cameras and Fixed ALPR camera system.

Currently the budget for the Highlands County Board of Commissioners will not make allowances for Pole mounted surveillance cameras and Fixed ALPR camera system. Grant Funding will provide the assistance necessary for this essential equipment that will ensure the integrity and professionalism in the delivery of police services.

Project Summary (Scope of Work)

Illegal methamphetamine activity continues to be a serious problem in Highlands County and in our state. Residual JAG funding would help support our agency's efforts to combat methamphetamine activity in Highlands County.

Highlands County Board of Commissioners will use grant funds to purchase mounted surveillance cameras and Fixed ALPR camera system. The pole cameras will be placed in locations based on intelligence received and court orders obtained of known methamphetamine target locations associated with drug trafficking organizations. These will be mounted to a fixed existing telephone poles.

The ALPR cameras will be fixed to existing telephone poles at main traffic arteries that are known to be traveled by methamphetamine targets associated with drug trafficking organizations.

Deliverables will be completed in accordance with the contractual agreements between the subrecipient and their local vendor/providers.

Documentation of deliverables performed by the subrecipient and their local vendor/providers must be maintained by the subrecipient and made available for monitoring. Example documentation includes, but is not limited to procurement records (including quotes, solicitations/bids, etc.), purchase orders, packing slips, delivery/receivable documents, invoices, proof of payment, etc.

Documentation and minimum performance required for drawdown of funds includes the completion of at least one activity described in the scope of work above as attested on the financial expenditure/claim report.

All deliverables above are cost-reimbursement deliverables. Only costs previously paid for by the subrecipient and supported by the appropriate documentation will be

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

reimbursed.

The acquisition and deployment of all grant funded equipment will be within 90 days after a) final approval and acceptance of the grant, and b) after all conditions of the procurement have been satisfied.

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 2: Project Overview

Section Questions:

Question: What percentage of the total cost of this project is being funded by sources other than this award?

Answer: 0

Question: What is the name of the jurisdiction(s) your agency provides service to. (e.g., City of Miami, Orange County, State of Florida)

Answer: Highlands County, Florida

Question: What is the address of the location being used to provide services for this project?

Answer: 400 South Eucalyptus Street, Sebring, Florida 33870

Question: Describe your agency. (e.g., non-profit, community based, government)

Answer: Government

Question: Have you verified that the subgrantee has an active and current registration in SAM.gov?

Answer: Yes

Question: What is the Operating Capital Outlay threshold used by the subgrantee? If the implementing agency is a sheriff's office, indicate the sheriff's office's threshold instead.

Answer: \$1,000.00

Question: Does the subgrantee receive a single grant in the amount of \$750,000 or more from the U.S. Department of Justice?

Answer: No

Question: Does the implementing agency receive a single grant in the amount of \$750,000 or more from the U.S. Department of Justice?

Answer: No

Question: In your organization's preceding completed fiscal year, did your organization (the subgrantee) receive at least (a) 80 percent or (b) \$25,000,000 of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

Answer: No

Question: If you answered yes above, does the public have access to information about the compensation of the executives in your organization (the subgrantee) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? If answer to Part 1, above, was "no," answer N/A.

Answer: No

Question: What is the combined population of the jurisdiction(s) your agency provides services to (according to the 2010 census)?

Answer: 98786

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 3: Performance

General Performance Info:

Performance Reporting Frequency: Quarterly

Prime Purpose Area: 01 - Law Enforcement (Includes Task Forces)

State Purpose Area: 1G - General Questions

Objectives and Measures

Objective: General Questions - General Questions for All Recipients

Measure: General 01

Will your organization be using the crimesolutions.gov website during the grant period regardless of JAG funding? Crimesolutions.gov provides information on several crime reduction and prevention programs and practices.

Goal: Yes

Measure: General 02

Will your organization be using the The National Training and Technical Assistance Center (NTTAC) during the grant period, regardless of JAG funding? The NTTAC serves as BJA's training and technical assistance center. You can find resources, tools, webinars, and TTA support on a variety of criminal justice issues and initiatives.

Goal: Yes

Measure: General 03

Will your organization be using the NCJP.org website during the grant period, regardless of JAG funding? NCJP.org contains resources to support strategic planning, program development, and implementation of evidence-based policy and practice.

Goal: Yes

Measure: General 04

Will your organization be using the Evidence-Based Policing Matrix during the grant period regardless of JAG funding? The Evidence-Based Policing Matrix provides information on evidence-based practices for law enforcement.

Goal: Yes

Measure: General 05

Will your organization be using the What Works in Reentry Clearinghouse during the grant period regardless of JAG funding? The clearinghouse provides research on the effectiveness of reentry programs and practices.

Goal: Yes

Measure: General 06

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 3: Performance

Will your organization be using Research to Practice during the grant period regardless of JAG funding? Research to Practice promotes the dissemination of research on drug courts to practitioners and policymakers.

Goal: Yes

Measure: General 07

Will your organization be using any other resources during the grant period regardless of JAG funding? If yes, please describe them.

Goal: We utilize a variety of resources from the US Department of Justice. Many of these resources are obtained from the Office of Community Oriented Policing.

Measure: General 08

During the grant period, will your agency conduct or sponsor (with or without JAG funds) a survey or focus group of citizens on any of the following topics? Enter all that apply from the following list: Public satisfaction with police services; public satisfaction with prosecution services; public satisfaction with public defender/indigent defense services; public satisfaction with courts; public perceptions of crime/disorder problems; personal crime experiences of citizens; none of the above; unsure/don't know.

Goal: Unsure

Measure: General 09

During the grant period, which of the following community activities will your organization be involved in, with or without JAG funds and how often will they each occur (yearly, monthly, etc.)? Choose from the following list: Hosting community meetings; attending community meetings; distributing a newsletter, e-mail, or other bulletin; attending community events; conducting social media activities; conducting outreach to minority populations; other (please describe)

Goal: We are actively involved with the community. For instance, we attend community meetings monthly, operate and update social media websites daily, distribute a quarterly newsletter, operate an Agency website, operate and update an android and iphone phone application, operate a Citizen's Police Academy, operate K-12 school programs, and operate a police cadet program, just to name a few.

Measure: General 10

Law Enforcement Agencies ONLY: In which of the following ways has your agency fostered community involvement in the last year? Enter all that apply from the following list: Citizen Review Board or other review board with citizen representation, Citizen's Police Academy, Internships for

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 3: Performance

university or high school students, Volunteer Program, Auxiliary police officer program, Police Cadet Program, k-12 school programs, Youth Athletic Programs, Other (please Describe), None of the above, Unsure/Don't know.

Goal: We are actively involved with the community. For instance, we attend community meetings monthly, operate and update social media websites daily, distribute a quarterly newsletter, operate an Agency website, operate and update an android and iphone phone application, operate a Citizen's Police Academy, operate K-12 school programs, and operate a police cadet program, just to name a few.

Measure: General 11

Identify the goal(s) you hope to achieve with your funding. If you have multiple goals, describe each goal separately.

Goal: To purchase Pole mounted surveillance cameras and Fixed ALPR camera system

Measure: General 12

Are the subrecipient and implementing agency aware that they will be required to report on the status of the identified goals during each reporting period?

Goal: Yes

Measure: General 13

Describe any barriers you may encounter which may prevent you from achieving your identified goal(s).

Goal: None are anticipated.

Measure: General 14

Are you aware that the Office of Criminal Justice Grants encourages recipients to report on any noteworthy accomplishments, success stories, or program results that they would like to showcase?

Goal: Yes

Measure: General 11b

What major activities are planned for each of your goals listed in question 11?

Goal: To purchase Pole mounted surveillance cameras and Fixed ALPR camera system

State Purpose Area: 3E - Equipment, Supplies, and Technology Enhancements

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 3: Performance

Objectives and Measures

Objective: Equipment - Questions for all recipients purchasing Equipment, Supplies, and Technology Enhancements.

Measure: Equipment 1

Do the Subrecipient and Implementing agencies understand that they will be required to submit an itemized account of all items purchased during each reporting period as part of their performance reporting?

Goal: Yes

State Purpose Area: R25 - Questions for recipients of an award \$25,000 or more.

Objectives and Measures

Objective: LE General - Law enforcement questions for recipients of an award \$25,000 or more.

Measure: LE01

How many sworn personnel with general arrest powers does your agency have on staff?

Goal: 168

Measure: LE02

Of the sworn personnel, how many are JAG funded?

Goal: 0

Measure: LE03

How many non-sworn employees does your agency have on staff?

Goal: 208

Measure: LE04

Of the non-sworn personnel, how many are JAG funded?

Goal: 0

Measure: LE05

Does your agency utilize a strategic management accountability system to gather and disseminate information within the agency (e.g., CompStat, stratified policing)? Strategic management accountability systems typically include a focus on the use of relevant and timely data, the production of reports detailing problems and actions taken to solve them, and regular meetings with management to discuss strategies.

Goal: Yes

Measure: LE06

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 3: Performance

Does your agency use any of the following deconfliction tools? Choose all that apply from the following list: RISSafe, SAFETNet, Case Explorer, None of the above, unsure/don't know.

Goal: None of the above.

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 4: Financial

General Financial Info:

Note: All financial remittances will be sent to the Chief Financial Officer of the Subgrantee Organization.

Financial Reporting Frequency for this Subgrant: Quarterly

Is the subgrantee a state agency?: No

FLAIR / Vendor Number: 596000655

Budget:

Budget Category	Prime	Match	Total
Salaries and Benefits	\$0.00	\$0.00	\$0.00
Contractual Services	\$0.00	\$0.00	\$0.00
Expenses	\$0.00	\$0.00	\$0.00
Operating Capital Outlay	\$49,755.00	\$0.00	\$49,755.00
Indirect Costs	\$0.00	\$0.00	\$0.00
-- Totals --	\$49,755.00	\$0.00	\$49,755.00
Percentage	100.0	0.0	100.0

Project Generated Income:

Will the project earn project generated income (PGI)? No

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 4: Financial (cont.)

Budget Narrative:

Operating Capital Outlay: \$49,755

Pole mounted surveillance cameras 4 @ \$2779/each Total Cost \$11,116

Fixed ALPR camera system 1 @ \$38,639/each Total Cost \$38,639

The above listed item(s) may include additional individually priced, operationally necessary accessories, components, and/or peripherals and may be categorized as a kit?, bundle, system etc. Grant funds may be used to pay for any applicable shipping, freight, and/or installation costs. Grant funds will NOT be used to pay for extended warranties, service agreements, contracts, etc., covering any periods that extend beyond the project end date. Funds may be prorated for services within the project period. Any costs that exceed the grant allocation will be the responsibility of the subrecipient and/or implementing agency. All items, quantities, and/or prices above are estimates based on the information available at the time of application.

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 4: Financial

Section Questions:

Question: If the budget contains salaries and benefits, will this project result in a net personnel increase, or continue to fund a prior federally grant funded net personnel increase?

Answer: No

Question: If Expenses or Operating Capital Outlay are included in your budget, what will be the method of procurement for those items? (e.g., competitive bid, sole source, state term contract)

Answer: We propose acquiring the equipment under a sole-source reseller for equipment that is currently deployed by the Agency. The Agency would like for all its license plate reader technology to be compatible.

Question: If indirect cost is included, explain the indirect cost plan. Provide documentation of approval.

Answer: N/A

Question: If contractual services in the budget are based on unit costs, provide a definition and breakdown of cost for each service. Include the methodology for the unit cost plan and when it was approved.

Answer: N/A

OFFICE OF CRIMINAL JUSTICE GRANTS

SUBAWARD STANDARD CONDITIONS

The Florida Department of Law Enforcement (FDLE), Office of Criminal Justice Grants (OCJG) serves as the State Administering Agency (SAA) for various federal grant programs awarded through the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP). FDLE has been assigned as the certified Fiscal Agent for the 2020 Project Safe Neighborhoods grants by the U.S. Attorney. OCJG awards funds to eligible applicants, and requires compliance with the agreement and Standard Conditions upon signed acceptance of the subaward.

The Department will only reimburse subrecipients for authorized activities. The Department will not reimburse for costs incurred for any purpose other than those specified in the agreement. Failure to comply with provisions of this agreement, or failure to perform grant activities as specified in the agreement, will result in required corrective action up to and including financial consequences. A financial consequence may be imposed for non-compliance in accordance with 2 C.F.R. § 200 and these Standard Conditions, including but not limited to project costs being disallowed, withholding of federal funds and/or termination of the project.

For NCHIP and NARIP Subawards

Comprehensive Evaluation - In order to ensure that the National Criminal History Improvement Program (NCHIP) and the NICS Act Record Improvement Program (NARIP) are realizing the objectives in the most productive manner, the subrecipient agrees to participate in a comprehensive evaluation effort. It is anticipated that the evaluation will take place during the course of the program and will likely involve each participating agency. It is expected that the evaluation will have a minimal impact on an agency's program personnel and resources.

GENERAL REQUIREMENTS

All subrecipients must comply with the financial and administrative requirements set forth in the following:

Current edition of the U.S. Department of Justice (DOJ) Grants Financial Guide

https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf

Office of Management and Budget (OMB) Uniform Grant Guidance (2 CFR Part 200)

Subpart A, Definitions

Subparts B-D, Administrative Requirements

Subpart E, Cost Principles

Subpart F, Audit Requirements and all applicable Appendices

Code of Federal Regulations: www.gpo.gov/fdsys/

2 C.F.R. §175.15(b), Award Term for Trafficking in Persons

28 C.F.R. §38, Equal Treatment for Faith-Based Organizations

28 C.F.R. § 66, U.S. Department of Justice Common Rule for State and Local Governments

28 C.F.R. § 83, Government-Wide Requirements for Drug-Free Workplace

28 C.F.R. §§ 18, 22, 23, 30, 35, 42, 61, and 63

U.S. Code:

Title 34, U.S. Code, Crime Control and Law Enforcement

Title 41, U.S. Code § 4712, Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information

Title 34, U.S. Code, § 10101 et seq., "Omnibus Crime Control and Safe Streets Act of 1968"

State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:

<https://fdoswebumbracoprod.blob.core.windows.net/media/703328/g1-sl-2020.pdf> and

<http://dos.myflorida.com/media/698314/g2-sl-2017-final.pdf>

State of Florida Statutes

Section 112.061, F.S., Per diem/travel expenses of public officers, employees, authorized persons

Chapter 119, F.S., Public Records

Section 215.34(2), F.S., State funds; non-collectible items; procedure

Section 215.97, F.S. Florida Single Audit Act

Section 215.971, F.S., Agreements funded with federal or state assistance

Section 215.985, F.S., Transparency in government spending

Section 216.181(6), F.S., Approved budgets for operations and fixed capital outlay

For NCHIP and NARIP:

FY2020 National Criminal History Improvement Program (NCHIP) guidance

(<https://www.bjs.gov/index.cfm?ty=tp&tid=47>) (https://www.bjs.gov/content/pub/pdf/nchip20_sol.pdf)

FY2020 NICS Act Record Improvement Program (NARIP) guidance

(https://www.bjs.gov/content/pub/pdf/narip20_sol.pdf)

DEFINITIONS

Disallowed costs means those charges to a Federal award that the Federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award.

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. *See also §§200.12 Capital assets, 200.20 Computing devices, 200.48 General purpose equipment, 200.58 Information technology systems, 200.89 Special purpose equipment, and 200.94 Supplies.*

Fiscal Agent refers to the agency responsible for the administration of the PSN grant programs. FDLE has been assigned as the certified Fiscal Agent for PSN grants.

Grant agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302, 6304, is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal awarding agency or pass-through entity's direct benefit or use; and is distinguished from a cooperative agreement in that it does not provide for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

Improper payment means 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. Improper payment also includes 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.

Micro-purchase means a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro-purchase threshold. The non-Federal entity uses such procedures in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost. The micro-purchase threshold is set by the Federal Acquisition Regulation in 48 CFR Subpart 2.1 (Definitions). It is \$10,000 except as otherwise discussed in Subpart 2.1 of that regulation, but this threshold is periodically adjusted for inflation.

Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

Non-Federal entity is a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Non-federal pass-through entity is a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program; the Florida Department of Law Enforcement (FDLE) is the non-federal pass-through entity for this agreement, also referred to as the State Administering Agency (SAA).

Performance goal means a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared, including a goal expressed as a quantitative standard, value, or rate. In some instances (e.g., discretionary research awards), this may be limited to the requirement to submit technical performance reports (to be evaluated in accordance with agency policy).

Period of performance means the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award. The Federal awarding agency or pass-through entity must include start and end dates of the period of performance in the Federal award (see §§200.211 Information contained in a Federal award paragraph (b)(5) and 200.332 Requirements for pass-through entities, paragraph (a)(1)(iv)).

Protected Personally Identifiable Information (PII) means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to social security numbers; passport numbers; credit card numbers; clearances; bank numbers; biometrics; date and place of birth; mother's maiden name; criminal, medical, and financial records; and educational transcripts. This does not include PII that is required by law to be disclosed. (See also § 200.79 Personally Identifiable Information (PII)).

Questioned cost means a cost that is questioned by the auditor because of an audit finding 1) that resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; 2) where the costs, at the time of the audit, are not supported by adequate documentation; or 3) where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. § 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of Micro-purchase, 2 C.F.R. § 200.67)

Subaward is 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. It does not include payments to a contractor or payments to an individual who is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Supplies means all tangible personal property other than those described in §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or \$5,000, regardless of the length of its useful life. See also §§200.20 Computing devices and 200.33 Equipment.

For PSN: Task Forces are established by each USAO to collaborate with a PSN team of federal, state, local, and tribal (where applicable) law enforcement and other community members to implement a strategic plan for investigating, prosecuting, and preventing violent crime.

SECTION I: TERMS AND CONDITIONS

1.0 Payment Contingent on Appropriation and Available Funds - The State of Florida's obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse subrecipients for incurred costs is subject to available federal funds.

2.0 Commencement of Project - If a project is not operational within 60 days of the original start date of the award period, the subrecipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date.

If a project is not operational within 90 days of the original start date of the award period, the subrecipient must submit a second statement to the Department explaining the implementation delay.

Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate subaward funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project

past the ninety (90) day period, but only by formal written adjustment to this agreement.

3.0 Supplanting - The subrecipient agrees that funds received under this award will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

4.0 Personnel Changes - The subrecipient agrees to promptly notify the Department through the SIMON Help Desk of any change in chief officials or key project staff, including changes to contact information or title changes. The subrecipient acknowledges that some changes in points of contact will require formal grant adjustment to reflect the change in the agreement.

5.0 Non-Procurement, Debarment and Suspension - The subrecipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 C.F.R. § 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Non-procurement)". These procedures require the subrecipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the subaward is \$100,000 or more, the sub recipient and implementing agency certify that they and their principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
- 2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a 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;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (a)(ii) of the "Lobbying, Debarment and Drug Free Workplace" certification; and
- 4) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

6.0 Federal Restrictions on Lobbying - In general, as a matter of federal law, federal funds may not be used by any subrecipient at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. § 1913.

Another federal law generally prohibits federal funds from being used by any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352.

7.0 State Restrictions on Lobbying - In addition to the provisions contained above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this agreement.

8.0 Additional Restrictions on Lobbying - The subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.

9.0 "Pay-to-Stay" - Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail", as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

10.0The Coastal Barrier Resources Act - The subrecipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. No. 97-348) dated October 18, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.

11.0Background Check - Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of § 435, F.S. shall apply.

All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.

Such background investigations shall be conducted at the expense of *the employing agency or employee*.

12.0Confidentiality of Data - The subrecipient (at any tier) must comply with all confidentiality requirements of 34 U.S.C. § 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The subrecipient further agrees, as a condition of award approval, to submit a Privacy Certificate in accordance with the requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23. Privacy Certification forms must be signed by the subrecipient or implementing agency chief official or an individual with formal, written signature authority for the chief official.

13.0Conferences and Inspection of Work - Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.

14.0Insurance for Real Property and Equipment - The subrecipient must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity.

15.0Flood Disaster Protection Act - The sub recipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.

16.0General Appropriations Restrictions – The subrecipient must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes as set forth in the Consolidated Appropriations Act, 2018.

17.0Immigration and Nationality Act - No public funds will intentionally be awarded 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 274(A) of the Immigration and Nationality Act (“INA”). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274(A) of the INA. Such violation by the subrecipient of the employment provisions contained in Section 274(A) of the INA shall be grounds for unilateral cancellation of this contract by the Department.

18.0For NCHIP & NARIP: Enhancement of Security - If funds are used for enhancing security, the subrecipient must:

- 1) Have an adequate process to assess the impact of any enhancement of a school security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.
- 2) Conduct such an assessment with respect to each such enhancement; and submit to the Department the aforementioned assessment in its Final Program Report.

19.0 Personally Identifiable Information Breaches – The subrecipient (at any tier) must have written procedures in place to respond in the event of actual or imminent “breach” (OMB M-17-12) if it: 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of “personally identifiable information (PII)” within the scope of an OJP grant-funded program or activity, or 2) uses or operates a “federal information system” (OMB Circular A-130). The subrecipient’s breach procedures must include a requirement to report actual or imminent breach of PII to

FDLE's Office of Criminal Justice Grants for subsequent reporting to the OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

SECTION II: CIVIL RIGHTS REQUIREMENTS

1.0 Participant Notification of Non-discrimination FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability or age in the delivery of services, benefits or in employment.

2.0 Title VI of the Civil Rights Act of 1964 - The subrecipient at any tier, must comply with all applicable requirements of 28 CFR § 42, specifically including any applicable requirements in Subpart E that relate to an equal employment opportunity program.

Equal Employment Opportunity Certification (EEOC) - A subrecipient and/or implementing agency must submit an EEO Certification annually within 120 days of award.

Equal Employment Opportunity Program (EEOP) - A subrecipient and/or implementing agency must comply with all applicable requirements in 28 C.F.R. §42, Subpart E.

Subrecipients are advised to use the Office for Civil Rights EEO Reporting Tool to satisfy this condition (<https://ojp.gov/about/ocr/eeop.htm>).

3.0 Title IX of the Education Amendments of 1972 If the subrecipient operates an education program or activity, the subrecipient must comply with all applicable requirements of 28 C.F.R. § 54, "Nondiscrimination on the basis of sex in education programs or activities receiving federal financial assistance."

4.0 Equal Treatment for Faith Based Organizations The subrecipient at any tier, must comply with all applicable requirements of 28 C.F.R. § 38, "Equal Treatment for Faith Based Organizations", specifically including the provision for written notice to current or prospective program beneficiaries.

5.0 Americans with Disabilities Act - Subrecipients must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination on the basis of disability including provision to provide reasonable accommodations.

6.0 Section 504 of the Rehabilitation Act of 1973 (28 C.F.R. § 42, Subpart G) - Subrecipients must comply with all provisions prohibiting discrimination on the basis of disability in both employment and the delivery of services.

7.0 Age Discrimination Act of 1975 - Subrecipients must comply with all requirements in Subpart I of 28 C.F.R. §42 which prohibits discrimination based on age in federally assisted programs.

8.0 Limited English Proficiency (LEP) - In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, subrecipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. FDLE strongly advises subrecipients to have a written LEP Language Access Plan. For more information visit www.lep.gov.

9.0 Finding of Discrimination - In the event a federal or state court or federal or state administrative agency makes, after a due process hearing, a finding of discrimination on the grounds of race, color, religion, national origin, sex, or disability against a subrecipient of funds, the subrecipient will forward a copy of the finding to FDLE and to the Office for Civil Rights, Office of Justice Programs.

10.0 Filing a Complaint - If the subrecipient or any of its employees, contractors, vendors, or program beneficiaries has a discrimination complaint, they may file a complaint with the subrecipient, with FDLE, or with the Office for Civil Rights.

Discrimination complaints may be submitted to FDLE at Office of the Inspector General, Post Office Box 1489, Tallahassee, Florida 32302-1489, or online at info@fdle.state.fl.us. Any discrimination complaints filed with FDLE will be reviewed by FDLE's Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission, based on the nature of the complaint.

Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, Northwest, Washington, D.C. 20531, or by phone at (202) 307-0690.

11.0 Retaliation - In accordance with federal civil rights laws, the subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

12.0 Non-discrimination Contract Requirements - Subrecipients must include comprehensive Civil Rights nondiscrimination provisions in all contracts funded by the subrecipient.

13.0 Pass-through Requirements - Subrecipients are responsible for the compliance of contractors and other entities to whom they pass-through funds including compliance with all Civil Rights requirements. These additional tier subrecipients must be made aware that they may file a discrimination complaint with the subrecipient, with FDLE, or with the USDOJ Office for Civil Rights and provided the contact information.

SECTION III: FINANCIAL REQUIREMENTS AND RESPONSIBILITY

1.0 Fiscal Control and Fund Accounting Procedures - All expenditures and cost accounting of funds shall conform to the DOJ Grants Financial Guide, the 28 C.F.R. § 66, and 2 C.F.R. § 200 as applicable, in their entirety.

Subrecipients are required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. Financial management systems must be able to record and report on the receipt, obligation, and expenditure of grant funds; and able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and additional tiered subrecipients. The awarded funds may or may not be an interest bearing account, but any earned interest must be used for program purposes and expended before the federal grant period end date. Any unexpended interest remaining at the end of the federal grant period must be submitted to the Office of Criminal Justice Grants for transmittal to DOJ.

2.0 Match - The value or amount of any "non-federal share," "match," or cost-sharing contribution incorporated into the approved budget is part of the "project cost" for purposes of the 2 C.F.R. § 200 Uniform Requirements, and is subject to audit. In general, the rules and restrictions that apply to award funds from federal sources also apply to funds in the approved budget that are provided as "match" or through "cost sharing."

SECTION IV: SUBAWARD MANAGEMENT AND REPORTING REQUIREMENTS

1.0 Obligation of Subrecipient Funds - Subaward funds shall not under any circumstances be obligated prior to the effective date, or subsequent to the termination date, of the period of performance. Only project costs incurred on or after the effective date, and on or prior to the termination date of the subrecipient's project are eligible for reimbursement. All payments must be completed within forty-five (45) days of the end of the subaward period of performance.

2.0 Use of Funds - Grant funds may be used only for the purposes in the subrecipient's approved application. Subrecipients shall not undertake any work or activities not described in the approved grant award, and that use staff, equipment, or other goods or services paid for with grant funds, without prior written approval from FDLE's Office of Criminal Justice Grants (OCJG).

3.0 Advance Funding - Advance funding may be provided to a subrecipient upon a written request to the Department. The request must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

4.0 Performance and Reporting

Reporting Time Frames - The Project Director, Application Manager, or Performance Contacts shall submit Monthly or Quarterly Project Performance Reports to the Department, within fifteen (15) days after the end of the reporting period. In addition, if the subaward period is extended beyond the "original" project period, additional Project Performance Reports shall be submitted.

Failure to Submit - Performance Reports that are not complete, accurate, and timely may result in sanctions, as specified in Section IV, Subaward Management and Reporting Requirements.

Report Contents - Performance Reports must include a response to all objectives included in your subaward. A detailed response is required in the narrative portion for yes/no performance objectives. Submitted performance reports must clearly articulate, where appropriate, performance during the execution of the award has met a standard against which the subrecipient's performance can be measured. The narrative must also reflect on accomplishments for the period and identify problems with project implementation and address actions being taken to resolve the problems. Additional information may be required if necessary to comply with federal reporting requirements.

Requirement for Data on Performance and Effectiveness Under the Award - The subrecipient must collect and maintain data that measures the performance and effectiveness of work under this award. The data must be provided to OCJG in the manner (including within the timeframes) specified by OCJG. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

Financial Consequences for Failure to Perform - In accordance with s. 215.971 F.S., payments for state and federal financial assistance must be directly related to the scope of work and meet the minimum level of performance for successful completion. If the subrecipient fails to meet the minimum level of service or performance identified in this agreement, or is customary for subawards, then the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to withholding payments or reimbursement until the deficiency is resolved, tendering only partial payment/reimbursement, imposition of other financial consequences according to the Standard Conditions as applicable, and/or termination of contract and requisition of goods or services from an alternate source. Any payment made in reliance on subrecipient's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due to the Department as an overpayment.

5.0 Grant Adjustments - Subrecipients must submit a grant adjustment through SIMON for major substantive changes such as changes in project activities or scope of the project, target populations, service providers, implementation schedules, project director, and designs or research plans set forth in the approved agreement and for any budget changes that affect a cost category that was not included in the original budget. Adjustments are also required when there will be a transfer of 10% or more of the total budget between budget categories, or there is an indirect cost rate category change.

Subrecipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item.

Under no circumstances can transfers of funds increase the total budgeted award.

Requests for changes to the subaward agreement must be electronically signed by the subrecipient or implementing agency's chief official or the chief official's designee.

Retroactive (after-the-fact) approval of project adjustments or items not currently in the approved subaward will only be considered under extenuating circumstances. Subrecipients who incur costs prior to approval of requested adjustments do so at the risk of the items being ineligible for reimbursement under the award.

All requests for changes, including all requests for project period extensions, must be submitted in SIMON no later than thirty (30) days prior to grant expiration date.

6.0 Financial Expenditures and Reporting

Reporting Requirements - The subrecipient shall have a choice of submitting either a Monthly or a Quarterly Project Expenditure Report to the Department. Project Expenditure Reports are due thirty (30) days after the end of the reporting period. In addition, if the subaward period is extended, additional Project Expenditure Reports shall be submitted.

All project expenditures for reimbursement of subrecipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the SIMON (Subgrant Information Management Online).

All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.

All reports must relate financial data to performance accomplishments.

Before the "final" Project Expenditure Report will be processed, the subrecipient must submit to the Department all outstanding project reports and must have satisfied all special conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

Reports are to be submitted even when no reimbursement is being requested.

Submission - The report must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

7.0 Project Generated Income (PGI) - All income generated as a direct result of a sub project shall be deemed program income. Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (i.e., law enforcement entity).

Required Reports - The subrecipient shall submit Quarterly PGI Earnings and Expenditures Reports to the Department within thirty (30) days after the end of the reporting period covering subaward project generated income and expenditures during the previous quarter.

PGI Expenditure - Program income should be used as earned and expended as soon as possible and used to further the objectives for which the award was made.

Submission - PGI Earnings and Expenditures reports must be electronically signed by the subrecipient or implementing agency's chief financial officer or the chief financial officer's designee.

Unexpended PGI - If any PGI remains unspent after the subaward ends, the subrecipient must continue submitting quarterly PGI reports until all funds are expended.

Additionally, any unexpended PGI remaining at the end of the federal grant period must be submitted to OCJG for transmittal to the Bureau of Justice Assistance.

8.0 Subrecipient Integrity and Performance Matters - Requirement to report information on certain civil, criminal, and administrative proceedings to OCJG, SAM and FAPIIS.

The subrecipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, subrecipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management ("SAM"), to the designated federal integrity and performance system ("FAPIIS").

SECTION V: MONITORING AND AUDITS

1.0 Access to Records - The Florida Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the subrecipient, implementing agency and contractors for the purpose of audit and examination according to the Financial Guide and the 28 C.F.R. § 66. At any time, a representative of the Department, the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right to visit the project site to monitor, inspect and assess work performed under this agreement.

The Department reserves the right to unilaterally terminate this agreement if the subrecipient, implementing agency, or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of s. 119, F.S., unless specifically exempted and/or made confidential by operation of s. 119, F.S., and made or received by the subrecipient or its contractor in conjunction with this agreement.

The subrecipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

2.0 Monitoring - The recipient agrees to comply with FDLE's grant monitoring guidelines, protocols, and procedures; and to cooperate with FDLE on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide FDLE all documentation necessary to complete monitoring of the award. Further, the recipient agrees to abide by reasonable deadlines set by FDLE for providing requested documents. Failure to cooperate with grant monitoring activities may result in sanctions affecting the recipient's award, including, but not limited to: withholding and/or other restrictions on the recipient's access to funds, referral to the Office of the Inspector General for audit review, designation of the recipient as a FDLE High Risk grantee, or termination of award(s).

3.0 Property Management - The subrecipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the DOJ Grants Financial Guide, and 28 C.F.R. § 66. This obligation continues as long as the subrecipient retains the property, notwithstanding expiration of this agreement.

Property Use - The subrecipient must use equipment acquired under a Federal award for the authorized purposes of the project during the period of performance, or until the property is no longer needed. Subrecipients must use, manage

and dispose of equipment acquired under a Federal award in accordance with ss. 274, F.S. Tangible Property and 2 C.F.R. 200.313, Equipment.

4.0 Subaward Closeout - A Financial Closeout Audit shall be submitted to the Department within forty-five (45) days of the end date of the performance period.

The Financial Closeout Audit report located in SIMON must be electronically signed by the subrecipient or implementing agency's Chief Financial Officer or the Chief Financial Officer designee.

Subaward Closeout will be initiated by the Department after the Financial Closeout has been completed and approved. Failure to submit closeout reports timely will result in an Administrative Closeout by the Department.

5.0 High Risk Subrecipients - If a subrecipient is designated "high risk" by a federal grant-making agency, currently or at any time during the course of the period of performance under this award, the subrecipient must disclose that fact and certain related information to FDLE's OCJG. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the subrecipient's past performance, or other programmatic or financial concerns with the subrecipient. The subrecipient's disclosure must include the following: 1. The federal awarding agency that currently designates the subrecipient high risk, 2. The date the subrecipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

6.0 Imposition of Additional Requirements - The subrecipient agrees to comply with any additional requirements that may be imposed by OCJG during the period of performance for this award, if the subrecipient is designated as "high risk" for purposes of the DOJ high-risk grantee list.

7.0 Retention of Records - The subrecipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The subrecipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:

<https://fdoswebumbracoprod.blob.core.windows.net/media/703328/g1-sl-2020.pdf>.

8.0 Disputes and Appeals - The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The subrecipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the subrecipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The subrecipient's right to appeal the Department's decision is contained in § 120, F.S., and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S.

9.0 Failure to Address Audit Issues - The subrecipient understands and agrees that FDLE's OCJG may withhold award funds, or may impose award conditions or other related requirements, if (as determined by OCJG) the subrecipient does not satisfactorily and promptly address outstanding issues from audits required by the 2 C.F.R. § 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews.

10.0 Single Annual Audit - Subrecipients that expend \$750,000 or more in a year in federal awards shall have a single audit or program-specific audit conducted for that year. The audit shall be performed in accordance with the OMB 2 C.F.R. § 200 Subpart F – Audit Requirements and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the subrecipient shall submit an annual financial audit that meets the requirements of 2 C.F.R. § 200 Subpart F, "Audit Requirements" s. 215.97, F.S., "Florida Single Audit Act" and Rules of the Auditor General, Chapter 10.550, and Chapter 10.650, "Local Governmental Entity Audits" and "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."

A complete audit report that covers any portion of the effective dates of this agreement must be performed and submitted to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Submissions must include required elements described in Appendix X to 2 C.F.R. § 200 on the specified Data Collection Form (Form SF-SAC).

Records shall be made available upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

Subrecipients that expend less than \$750,000 in federal awards during a fiscal year are exempt from the Single Audit Act audit requirements for that fiscal year. In this case, written notification, in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the subrecipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.

SECTION VI: SUBAWARD PROCUREMENT AND COST PRINCIPLES

- 1.0 Procurement Procedures** - Subrecipients must have written procedures for procurement transactions. Procedures must conform to applicable Federal law and the standards in 2 C.F.R. §§ 200.318-326.

This condition applies to agreements that OCJG considers to be a procurement "contract", and not a second tier subaward.

The details of the advance approval requirement to use a noncompetitive approach in a procurement contract under this award are posed on the OJP website at

<https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm>.

Additional information on Federal purchasing guidelines can be found in the Guide to Procurements Under DOJ Grants and Cooperative agreements at

<https://ojp.gov/funding/Implement/Resources/GuideToProcurementProcedures.pdf>.

- 2.0 Cost Analysis** - A cost analysis must be performed by the subrecipient if the cost or price is at or above the \$35,000 acquisition threshold and the contract was awarded non-competitively in accordance with s. 216.3475, F.S. The subrecipient must maintain records to support the cost analysis, which includes a detailed budget, documented review of individual cost elements for allowability, reasonableness, and necessity. See also: [Reference Guide for State Expenditures](#).
- 3.0 Allowable Costs** - Allowance for costs incurred under the subaward shall be determined according to the general principles and standards for selected cost items set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", and 2 CFR Subpart E, "Cost Principles".
- 4.0 Unallowable Costs** - Payments made for costs determined to be unallowable by either the Federal awarding agency, or the Department, either as direct or indirect costs, must be refunded (including interest) to FDLE and the Federal Government in accordance with instructions that determined the costs are unallowable unless state or Federal statute or regulation directs otherwise. See also 2 C.F.R. §§ 200.300-309.
- 5.0 Indirect Cost Rate** - A subrecipient that is eligible to use the "de minimis" indirect cost rate described in 2 C.F.R. § 200.414(f), and elects to do so, must advise OCJG in writing of both its eligibility and its election, and must comply with all associated requirements in the 2 C.F.R. § 200 and Appendix VII.
- 6.0 Sole Source** - If the project requires a non-competitive purchase from a sole source costing \$10,000 or more, the subrecipient must complete the Sole Source Justification for Services and Equipment Form and submit to OCJG upon application for pre-approval. If the subrecipient is a state agency and the cost meets or exceeds \$250,000, the subrecipient must also receive approval from the Department of Management Services (DMS) (s. 287.057(5), F.S.). The Sole Source form must be signed by the subrecipient or implementing agency chief official or chief official designee. Additional details on the sole source requirement can be found at 2 C.F.R. § 200 and the DOJ Grants Financial Guide.
- 7.0 Personal Services** - Subrecipients may use grant funds for eligible personal services including salaries, wages, and fringe benefits, including overtime in accordance with the DOJ Grants Financial Guide Section 3.9 - Compensation for Personal Services, consistent with the principles set out in 2 C.F.R. § 200, Subpart E and those permitted in the federal program's authorizing legislation. Subrecipient employees should be compensated with overtime payments for work performed in excess of the established work week and in accordance with the subrecipient's written compensation and pay plan.

Documentation - Charges for salaries, wages, and fringe benefits must be supported by a system of internal controls providing reasonable assurance that charges are accurate, allowable, and properly allocated. Documentation supporting charges must be incorporated into the official records of the organization.

Charges made to the Personnel Budget Category must reasonably reflect the total time and activity for which the employee is compensated by the organization and cover both federally funded and all other activities. The records may

include the use of subsidiary records as defined in the organization's written policies. Where grant subrecipients work on multiple grant programs or cost activities, documentation must support a reasonable allocation or distribution of costs among specific activities or cost objectives.

8.0 Contractual Services - The subrecipient must 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 as described in 2 C.F.R. § 200.318, General procurement.

Requirements for Contractors of Subrecipients - The subrecipient assures the compliance of all contractors with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended 34 U.S.C. § 10101 et seq.; the provisions of the current edition of the DOJ Grants Financial Guide (https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf); and all other applicable federal and state laws, orders, circulars, or regulations. The subrecipient must pass-through all requirements and conditions applicable to the federal grant award/subaward to any subcontract. The term "contractor" is used rather than the term "vendor" and means an entity that receives a contract as defined in 2 C.F.R. § 200.22, the nature of the contractual relationship determines the type of agreement.

Approval of Consultant Contracts Compensation for individual consultant services must be reasonable and consistent with that paid for similar services in the marketplace. The Federal awarding agency and pass-through entity must review and approve in writing all consultant contracts prior to employment of a consultant when the individual compensation rate exceeds \$650 (excluding travel and subsistence costs) per eight-hour day, or \$81.25 per hour. A detailed justification must be submitted to and approved by FDLE, who will coordinate written approval of the Federal awarding agency, prior to subrecipient obligation or expenditures of such funds. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide Section 3.6 Consultant Rates, 28 C.F.R. § 66, and applicable state statutes. The Department's approval of the subrecipient agreement does not constitute approval of individual consultant contracts or rates. If consultants are hired through a competitive bidding process (not sole source), the \$650 threshold does not apply.

FFATA Reporting Requirements - Subrecipients that enter into subawards of \$25,000 or more should review the Federal Funding Accountability and Transparency Act of 2006 (FFATA), website for additional reporting requirements at <https://ojp.gov/funding/Explore/FFATA.htm>

9.0 Travel and Training - The cost of all travel shall be reimbursed according to the subrecipient's written travel policy. If the subrecipient does not have a written travel policy, cost of all travel will be reimbursed according to State of Florida Travel Guidelines § 112.061, F.S. Any foreign travel must obtain prior written approval from the Federal awarding agency and pass-through entity.

10.0 Expenses Related to Conferences, Meetings, Trainings, and Other Events - Subgrant funds requested for meetings, retreats, seminars, symposia, events, and group training activities and related expenses must receive written pre-approval from the Federal awarding agency and pass-through entity and comply with all provisions in 2 C.F.R. § 200.432 and DOJ Grants Financial Guide Section 3.10; Conference Approval, Planning, and Reporting. Subgrant applications requesting approval for meeting, training, conference, or other event costs must include a completed Conference & Events Submission Form for approval prior to obligating subgrant funds for these purposes.

11.0 Training and Training Materials – Any training or training materials that has been developed or delivered with grant funding under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at www.ojp.gov/funding/ojptrainingguidingprinciples.htm.

12.0 Publications, Media and Patents Ownership of Data and Creative Material - Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the DOJ Grants Financial Guide, 28 C.F.R. §§ 66, and 200.315.

Publication or Printing of Materials - Publication costs for electronic and print media, including distribution, promotion, and general handling are allowable. If these costs are not identifiable with a particular direct cost objective, it should be allocated as indirect costs. Publication includes writing, editing, and preparing the illustrated material (including videos and electronic mediums).

Subrecipients must request pre-approval in writing for page charges for professional journal publications. All publication materials must comply with provisions in 2 C.F.R. § 200.461 and DOJ Grants Financial Guide, Section 3.9; Allowable Costs – Publication.

Subrecipients must submit for review and approval one (1) copy of any written materials to be published, including web-

based materials and website content, to be paid under this award at least thirty (30) days prior to the targeted dissemination date.

All electronic and print materials paid under this award must contain the following statements identifying the federal award:

"This project was supported by Award No. [Federal Award Number] awarded by the [Bureau of Justice Assistance/Bureau of Justice Statistics], Office of Justice programs. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the authors and do not necessarily reflect the views of the Department of Justice or grant-making component."

Any website funded in whole or in part under this award must include the same statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a web-based service, including any pages that provide results or outputs from the service.

Patents - Subrecipients are subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce (37 C.F.R. § 401 and 2 C.F.R. § 200.315(c)).

Subrecipients must promptly and fully report to FDLE and the Federal awarding agency if any program produces patentable items, patent rights, processes, or inventions, in the course of work sponsored under this award.

13.0 For NCHIP & NICS: Purchase of Automated Fingerprint Identification System (AFIS) - AFIS equipment purchased under this award must conform to the American National Standards Institute (ANSI) Standard, "Data Format for the Interchange of Fingerprint, Facial & Other Biometric Information" (ANSI/NIST-ITL 1-2007 PART 1) and any other applicable standards set forth by the Federal Bureau of Investigation (FBI).

14.0 Information Technology Projects

Criminal Intelligence Systems - The subrecipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. § 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. § 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. § 23.20(g). Should any violation of 28 C.F.R. § 23 occur, the subrecipient may be fined as per 42 U.S.C. § 3789g(c)-(d). The subrecipient may not satisfy such a fine with federal funds.

The subrecipient understands and agrees that no awarded funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. In doing so the subrecipient agrees that these restrictions will not limit the use of awarded funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecutions, or adjudication activities.

State IT Point of Contact - The subrecipient must ensure that the State IT Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the subrecipient must maintain an administrative file documenting the meeting of this requirement. For a list of State IT Points of Contact, go to <https://it.ojp.gov/technology-contacts>.

The State IT Point of Contact will ensure the subrecipient's project follows a statewide comprehensive strategy for information sharing systems that improve the functioning of the criminal justice system, with an emphasis on integration of all criminal justice components, law enforcement, courts, prosecution, corrections, and probation and parole.

Interstate Connectivity - To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the subrecipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

ADP Justification - The subrecipient must complete an Automated Data Processing (ADP) equipment and Software and Criminal Justice Information and Communication Systems Request for Approval form if the purchase of any ADP

equipment is to be made. This form must be submitted upon application if applicable and pre-approval must be obtained. ADP Justification must be signed by the subrecipient or implementing agency chief official or an individual with formal, written signature authority for the chief official.

15.0 Interoperable Communications Guidance - Subrecipients using funds to support emergency communications activities must comply with the current SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order. SAFECOM guidance can be found at <https://www.dhs.gov/publication/funding-documents>.

Subrecipients interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band. The subrecipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC). If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the subrecipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination. Subrecipients must provide a listing of all communications equipment purchased with grant award funding (plus the quantity purchased of each item) to FDLE once items are procured during any periodic programmatic progress reports.

14.0 Global Standards Package - In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at <https://it.ojp.gov/gsp>. Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

15.0 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment – In accordance with the requirements as set out in 2 C.F.R. § 200.216, subrecipients are prohibited from obligating or expending grant funds to:

- 1) Procure or obtain;
- 2) Extend or renew a contract to procure or obtain;
- 3) Enter into a contract to procure or obtain equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, produced by Huawei Technologies Company or ZTE Corporation (or a subsidiary or affiliate of such entities).

16.0 Unreasonable Restrictions on Competition - This condition applies with respect to any procurement of property or services funded (in whole or in part) by this subaward, by the subrecipient (at any tier), and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

- i. Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 and 200.319(a) – Subrecipient (at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.
- ii. Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
- iii. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

- iv. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

17.0 Non-Disclosure Agreements - No subrecipient or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

18.0 Confidential Funds and Confidential Funds Certificate - A signed certification that the Project Director or Implementing Agency Chief Official has read, understands, and agrees to abide by all conditions for confidential funds outlined in Section 3.12 of the [DOJ Grants Financial Guide](#) is required for all projects that involve confidential funds. The signed certification must be submitted at the time of grant application. Confidential Funds certifications must be signed by the subrecipient or implementing agency Chief Official or an individual with formal, written signature authority for the Chief Official.

19.0 For JAG: Task Force Training Requirement - The subrecipient agrees that within 120 days of award, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training can be accessed three ways:

- 1) [Regional Information Sharing Systems](#) (RISS) members may access the training through the secure RISS portal. Instructions may be found here: https://28cfr.ncirc.gov/documents/Accessing_28CFRPart23_training_RISS.pdf.
- 2) Members with a secure account through the Federal Bureau of Investigation's (FBI) [Law Enforcement Enterprise Portal](#) (LEEP) may log in to LEEP to access the training. Instructions may be found here: https://28cfr.ncirc.gov/documents/Accessing_28CFRPart23_training_LEEP.pdf.
- 3) If your agency was previously provided with a preauthorization code, you may register for the training using that code by selecting the "LOG IN or SIGN UP" menu button located on the top left side of the home page. Enter your email address and password, then select "Preauthorization Registration."

All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability.

When FDLE awards funds to support a task force, the subrecipient must compile and maintain a task force personnel roster along with course completion certificates. Additional information is available regarding this required training and access methods at [Home page - 28 CFR Part 23 Online Training \(ncirc.gov\)](#).

20.0 For NCHIP and NARIP: Protective Order Systems - Any system developed with funds awarded under this cooperative agreement will be designed to permit interface with the National Protective Order file maintained by the FBI.

21.0 For PREA: PREA Audits - Subrecipients using funds, in whole or in part, to conduct PREA audits must utilize a DOJ certified PREA auditor who must abide by all applicable requirements in the DOJ PREA Auditor Handbook.

SECTION VIII: ADDITIONAL REQUIREMENTS

1.0 Environmental Protection Agency's (EPA) list of Violating Facilities - The subrecipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department 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.

2.0 National Environmental Policy Act (NEPA)

The subrecipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of subaward funds by the subrecipient. This applies to the following new activities whether or not they are being specifically funded with these subaward funds. That is, it applies as long as the activity is being conducted by the subrecipient or any third party and the activity needs

to be undertaken in order to use these subaward funds. Accordingly, the subrecipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes.

If it is determined that any of the following activities will be funded by the grant, the recipient agrees to contact FDLE OCJG.

- 1) New construction;
- 2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain; a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- 3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- 4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments; and
- 5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The subrecipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The subrecipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice at <https://www.bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

3.0 National Historic Preservation Act – The Act will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

4.0 Human Research Subjects – The subrecipient agrees to comply with the requirements of 28 C.F.R. part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

5.0 Disclosures

Conflict of Interest - The subrecipient and implementing agency will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Subrecipients must disclose in writing any potential conflict of interest to FDLE (the non-federal pass-through entity).

Violations of Criminal Law - The subrecipient and implementing agency must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the subaward.

6.0 Uniform Relocation Assistance and Real Property Acquisitions Act - The subgrant recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.

7.0 Limitations on Government Employees Financed by Federal Assistance - The subrecipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7321-26, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

8.0 Funds to Association of Community Organizations for Reform Now (ACORN) Unallowable - Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

9.0 Text Messaging While Driving - Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), and §316.305, F.S., the subrecipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this subaward and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

10.0 For JAG: DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database - If program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. For more information, refer to the NIJ FY 2012 DNA Backlog Reduction Program, available at <https://www.ncjrs.gov/pdffiles1/nij/sl001062.pdf>.

In addition, funds may not be used for purchase of DNA equipment and supplies when the resulting DNA profiles from such technology are not accepted for entry into CODIS (the National DNA Database operated by the FBI).

11.0 Environmental Requirements and Energy - For subawards in excess of \$100,000, the subrecipient must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C 85), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR 1). The subrecipient must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), if any.

12.0 Other Federal Funds - The subrecipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those awards have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the subrecipient will promptly notify, in writing the grant manager for this award, and, if so requested by OCJG seek a budget modification or change of project scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

13.0 Trafficking in Persons - The subrecipient must comply with applicable requirements pertaining to prohibited conduct relating to the trafficking of persons, whether on the part of recipients, subrecipients or individuals defined as "employees" of the subrecipient. The details of the recipient and subrecipient obligations related to prohibited conduct related to trafficking in persons are incorporated by reference and posted at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm>

14.0 Requirement of the Award; Remedies for Non-Compliance or for Materially False Statements: Any materially false, fictitious, or fraudulent statement to the Department related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001, 1621, and/or 34 U.S.C. § 10272), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable; such provision shall be deemed severable from this award.

15.0 Employment Eligibility Verification for Hiring Under This Award – The subrecipient must ensure that as part of the hiring process for any position that is or will be funded (in whole or in part) with award funds, the employment eligibility of the individual being hired is properly verified in accordance with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

- i. All persons who are or will be involved in activities under this award must be made aware of the requirement for verification of employment eligibility, and associated provisions of 8 U.S.C. 1324a(a)(1) and (2) that make it unlawful in the United States to hire (or recruit for employment) certain aliens.
- ii. The subrecipient must provide training (to the extent necessary) to those persons required by this condition to be notified of the requirement for employment eligibility verification and the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).
- iii. As part of the recordkeeping requirements of this subaward, the subrecipient must maintain records of all employment eligibility verifications pertinent to compliance with this condition and in accordance with I-9 record retention requirements, as well as pertinent records of notifications and trainings.

- iv. Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
- v. Persons who are or will be involved in activities under this award includes any and all subrecipient officials or other staff who are or will be involved in the hiring process with respect to a grant funded position under this award.
- vi. For the purposes of satisfying this condition, the subrecipient may choose to participate in, and use E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the subrecipient entity uses E-Verify to confirm employment eligibility for each position funded through this award.
- vii. Nothing in this condition shall be understood to authorize or require any subrecipient, or any person or other entity, to violate federal law, including any applicable civil rights or nondiscrimination law.
- viii. Nothing in this condition, including paragraph vi., shall be understood to relieve any subrecipient, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to FDLE prior to award acceptance.

16.0 Determination of Suitability to Interact with Minors – This condition applies if it is indicated in the application for subaward (at any tier) that a purpose of some or all of the activities to be carried out under the subaward is to benefit a set of individuals under 18 years of age.

The subrecipient (at any tier), must make determinations of suitability before certain individuals may interact with participating minors. The requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP website at <https://ojp.gov/funding/Explore/Interact-Minors.htm>.

17.0 Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters: No subrecipient under this award, or entity that receives a procurement contract with funds under this award, may require an employee to sign an internal confidentiality agreement that prohibits the reporting of waste, fraud, or abuse to an investigative or law enforcement representative authorized to receive such information.

The foregoing is not intended, to contravene requirements applicable to classified information. In accepting this award, the subrecipient:

- a) Has not required internal confidentiality agreements or statements from employees or contractors that currently prohibit reporting waste, fraud, or abuse;
- b) Certifies that, if it learns that it is or has been requiring its employees or contractors to execute agreements that prohibit reporting of waste, fraud, or abuse, it will immediately stop any further obligations of award funds, will provide prompt written notification to OCJG, and will resume such obligations only if expressly authorized to do so by OCJG.
- c) Will comply with requirements of 5 U.S.C. §§ 1501-08 and 7321-26, which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

17.0 For RSAT: State Alcohol and Drug Abuse Agency - The subrecipient will coordinate the design and implementation of treatment programs with the State alcohol and drug abuse agency or any appropriate local alcohol and drug abuse agency, especially when there is an opportunity to coordinate with initiatives funded through the Justice Assistance Grant (JAG) program.

18.0 For RSAT: Drug Testing - The subrecipient will implement or continue to require urinalysis or other proven reliable forms of testing of individuals in correctional residential substance abuse treatment programs. Such testing shall include individuals released from residential substance abuse treatment programs who remain in the custody of the State.

19.0 For RSAT: Opioid Abuse and Reduction - The subrecipient understands and agrees that, to the extent that substance abuse treatment and related services are funded by this award, they will include needed treatment and services to address opioid abuse and reduction.

20.0For RSAT: Data Collection - The subrecipient agrees that grant funds may be used to pay for data collection, analysis, and report preparation only if that activity is associated with federal reporting requirements. Other data collection, analysis, and evaluation activities are not allowable uses of grant funds.

21.0For PSN: Coordination with U.S. Attorney and PSN Task Forces - The recipient agrees to coordinate the project with the U.S. Attorney and Project Safe Neighborhoods Task Force(s) for the respective U.S. Attorney Districts covered by the award. The recipient also is encouraged to coordinate with other community justice initiatives and other ongoing, local gun prosecution and law enforcement strategies.

22.0For PSN: Media-related Outreach - The subrecipient agrees to submit to OCJG for review and approval by DOJ, any proposal or plan for PSN media-related outreach projects.

23.0For NCHIP & NARIP: Coordination and Compatibility with Systems - In accordance with federal award conditions, subrecipient agrees all activities supported under this award must:

- 1) Be coordinated with Federal, State, and local activities relating to homeland security and presale firearm checks
- 2) Ensure criminal justice information systems designed, implemented, or upgraded with NCHIP or NARIP funds are compatible, where applicable, with the National Incident-Based Reporting System (NIBRS), the National Crime Information Center system (NCIC 2000), the National Criminal Instant Background Check System (NICS), the Integrated Automated Fingerprint Identification System (IAFIS), and applicable national, statewide or regional criminal justice information sharing standards and plans.
- 3) Intend to establish or continue a program that enters into the National Crime Information Center (NCIC) records of:
(a) Protection orders for the protection of persons from stalking or domestic violence; (b) Warrants for the arrest of persons violating protection orders intended to protect victims from stalking or domestic violence; and (c) Arrests or convictions of persons violating protection orders intended to protect victims from stalking or domestic violence.

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: August 3, 2021

PRESENTER: Tanya Cannady, Business Services Director

SUBJECT/TITLE: Request approval for Town of Lake Placid Interlocal Agreement for FY 20/21
Recreation Funding – Fiscal Impact \$110,000

STATEMENT OF ISSUE

The Board of County Commissioners (BCC) approved on September 15, 2020 a total of \$330,000 for FY 20/21 recreation reimbursements for the municipalities: \$110,000 for Sebring, \$110,000 for Avon Park and \$110,000 for Lake Placid.

Now, we are bringing before the Board the Recreation Interlocal for the Town of Lake Placid.

RECOMMENDED ACTION

Move to approve the Interlocal Agreement for recreation reimbursement from Highlands County to the Town of Lake Placid for FY 20/21.

FISCAL IMPACT

There is no fiscal impact, as this Interlocal Agreement of \$110,000 was approved in the Adopted Budget for FY 20/21.

Attachments: [Town of Lake Placid Recreation Interlocal \\$110K with Exhibits A&B 8.3.21.pdf](#)

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT dated this _____ day of _____ 2021, between the TOWN OF LAKE PLACID, 1069 US Highway 27 North, Lake Placid, FL 33852 hereinafter referred to as the "TOWN", and HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as the "COUNTY".

FOR AND IN CONSIDERATION of the mutual covenants and conditions contained herein, the TOWN and the COUNTY hereby agree as follows:

1. The purpose of this Interlocal Agreement is to provide for the operation and maintenance of recreation facilities by the TOWN. This Interlocal Agreement has been executed pursuant to Section 163.01, et seq., Florida Statutes.
2. The following terms used in this Interlocal Agreement are defined as follows:
 - a. "Maintenance" means all reasonable and necessary costs of custodial and groundskeeping services and normal repairs to facilities, including materials used by and salaries and benefits of staff performing custodial and groundskeeping services. Specifically excluded are costs associated with providing pass-through programs including salaries and benefits for staff involved in those activities, capital expenditures, and major renovations. This exclusion applies to vendors that contract to provide those programs and services and vendors that receive financial assistance for providing programs.
 - b. "Operation" means costs associated with providing the facility for public use, such as utilities (water, sewer, electric, etc.) and operating supplies. Specifically excluded are costs associated with providing pass-through programs including salaries and benefits for staff involved in those activities, capital expenditures, and major renovations. This exclusion applies to vendors that contract to provide those programs and services and vendors that receive financial assistance for providing programs.
 - c. "Pass-through programs" means any programs or services provided by vendors that contract with the TOWN to provide programs or services other than maintenance services. This includes vendors that receive financial assistance for providing programs.
 - d. "Capital expenditure" means any expenditure for any item or group of similar items costing more than \$1,000.00.

3. The TOWN maintains public recreation facilities located in the incorporated area of the TOWN. Those recreational facilities are used by residents of the COUNTY, many of whom are not residents of the TOWN. The TOWN has requested that the COUNTY assist the TOWN in providing the funding required to operate and maintain the public recreation facilities listed on Exhibit "A" to this Agreement during its fiscal year ending September 30, 2021.
4. The COUNTY agrees to obligate and make available to the TOWN up to \$110,000 to be used for actual operation and maintenance expenditures as provided in the TOWN adopted recreation budget as contained in Exhibit "B" for the recreation facilities listed on Exhibit "A". The COUNTY will release the funds on a reimbursement basis to the TOWN upon presentation of payment requests and expenditure documentation to the COUNTY as provided in this Agreement. The requests shall be in sufficient detail for a proper pre-audit and post-audit thereof. The TOWN and the COUNTY understand and agree that reimbursement of funds by the COUNTY shall be for goods and services received by the TOWN for operation and maintenance of those recreation facilities during FY 2020-2021 pursuant to Exhibits "A" and "B". This may include retroactive costs incurred during FY 2020-2021 prior to the execution date of this Agreement.
5. All reimbursement requests from the TOWN shall be received by the COUNTY by October 31, 2021.
6. Capital expenditures are not reimbursable by the COUNTY pursuant to this Interlocal Agreement, and the TOWN shall not include any capital expenditure in any reimbursement request submitted to the COUNTY pursuant to this Interlocal Agreement.
7. The TOWN agrees to provide documentation of any methodology used to allocate salaries and benefits for any employees that provide services for recreation facilities on less than a full-time basis.
8. The COUNTY agrees that the TOWN may establish differential fees to charge between the TOWN residents and COUNTY residents that participate in the recreation programs at the facilities included in Exhibit "A".
9. The TOWN agrees to save and hold harmless the COUNTY, its officers, agents, and employees from any and all liabilities, claims, actions, damages, awards and judgments to the extent allowed by law, arising from the TOWN'S obligations contained herein.

10. This Interlocal Agreement shall become effective upon execution by the TOWN and the COUNTY.
11. The TOWN shall retain all records supporting costs incurred pursuant to this Agreement for three (3) years after the fiscal year in which the final payment was released by the COUNTY or until final resolution of matters arising from any litigation, claim, or audit that started prior to the expiration of the three-year record retention period.
12. The COUNTY reserves the right to inspect the recreation facilities listed on Exhibit "A" hereto as well as the right to audit any and all financial records pertaining to those recreation facilities at any reasonable time. This Interlocal Agreement can be unilaterally canceled by the COUNTY should the TOWN refuse to allow public access to all documents, papers, letters or other material made or received in conjunction with the Interlocal Agreement pursuant to the provisions of Chapter 119, Florida Statutes.
13. The COUNTY shall have the right to terminate this Interlocal Agreement and demand refund of all funds for the TOWN'S material non-compliance with the terms and conditions of this Interlocal Agreement if the TOWN fails to cure such material non-compliance within thirty (30) days after receiving notice thereof from the COUNTY, or within such additional time as the COUNTY may allow, and if the TOWN fails to cure such material non-compliance within the time allowed, the TOWN agrees to return said funds to the COUNTY within sixty (60) days after termination and demand for refund by the COUNTY.
14. Following receipt of an audit report identifying any reimbursement due the COUNTY, the TOWN will be allowed a maximum of sixty (60) days to submit additional documentation to offset the amount identified or to return the amount due.
15. This Interlocal Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Interlocal Agreement shall only be valid when they have been reduced to writing duly signed by each of the parties hereto, and attached to the original of this Interlocal Agreement.
16. The TOWN recognizes that employment of unauthorized aliens is a violation of Federal Law. To ensure compliance with the law the TOWN shall:
 1. Utilize the U.S. Immigration and Customs Enforcement E-Verify System to determine employment eligibility of all new hires and validation of Social Security numbers.

2. Require all contractors and subcontractors working on behalf of the TOWN on projects that will be submitted for reimbursement pursuant to this Agreement to: (i) include, and to require the inclusion of, this paragraph 16, substituting the name of the contractor or subcontractor for the word TOWN, in each contract and subcontract for work that will be submitted for payment reimbursement pursuant to this Agreement and (ii) supply to the TOWN documented proof that the contractor or subcontractor is enrolled in the E-verify System to verify employment eligibility of its employees.

17. This Interlocal Agreement is binding upon the parties, their successors, and their assigns.

DATED this 19th day of July, 2021.

ATTEST:

TOWN OF LAKE PLACID

By: 
Eva Cooper Hapeman, Town Clerk

By: 
John M. Holbrook, Mayor

DATED this _____ day of _____, 20____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA

By: _____
Jerome Kaszubowski, Clerk of Court

By: _____
Scott Kirouac, Chairman

EXHIBIT "A"

Municipal and Improvement District Recreation Facilities Inventory

Town of Lake Placid

TOWN OF LAKE PLACID FACILITIES	Address	Location/ Address	Property Owner	Parcel Number	Acreage	Facilities																				Comments/Notes	
						Basket- ball Court	Tennis Court	Nature Park	Ball Field	Softball Field	Baseball Field	Soccer Field	Football Field	Multi- Purpose Field	Swimming Pool	Swimming Area	Boat Ramp	Fishing Pier	Play- ground	Club- house	Picnic Area/ Facilities	Restroom	Board- walk	Off- Road Bike Trails	Nature Trails		Bird Watching
Lake June Park/Sports Complex	501 Jackson Rd.	Lake Placid	Town of Lake Placid	P36362909000410000	37.95				4	2		4	1			X	X			X	3						
John's Park	213 East Interlake Blvd.	Lake Placid	Town of Lake Placid	P31363003000400290																							
Stuart Park	131 East Interlake Blvd.	Lake Placid	Town of Lake Placid	P31363007000600000																X	1						Shuffleboard
Devane Park	115 West Interlake Blvd.	Lake Placid	Town of Lake Placid	P36362902000A00000																							
Jerrys Park	8 North Oak Street	Lake Placid	Town of Lake Placid	P313607A01000050																							
Bicentenal Park	151 Dal Hall Blvd.	Lake Placid	Town of Lake Placid	P313607802800100																							
Spruce Park	216 Gladiola St.	Lake Placid	Town of Lake Placid	P06373007000200080																							
Hillcrest Park	619 Hillcrest Ave.	Lake Placid	Town of Lake Placid	P313630A0006000000																							
Taylor Park	106 Serenity Ave.	Lake Placid	Town of Lake Placid	P36362921000E00121																							
Taylor Park	111 Grove St.	Lake Placid	Town of Lake Placid	P36362921000E00120																							
Taylor Park	110 Serenity Ave.	Lake Placid	Town of Lake Placid	P36362921000E00111																							
Taylor Park	112 Serenity Ave.	Lake Placid	Town of Lake Placid	P36362921000E00110																							
Taylor Park	114 Serenity Ave.	Lake Placid	Town of Lake Placid	P36362921000E00101																							
Taylor Park	116 Serenity Ave.	Lake Placid	Town of Lake Placid	P36362921000E00100																							
Basketball Courts	201 West Interlake Blvd.	Lake Placid	Town of Lake Placid	P36362912000C00080		1																					
Bishop Park	10 Lake June Clubhouse Rd.	Lake Placid	Town of Lake Placid	C253629A0002400000	4.51																						

ORDINANCE NO. 2020-801

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LAKE PLACID, FLORIDA, ADOPTING THE FINAL BUDGET FOR FISCAL YEAR 2020-2021; ALLOWING FOR LINE ITEM ADJUSTMENTS DURING THE YEAR AS NEEDED; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Lake Placid, Florida on October 5th, 2020 held a public hearing as required by Florida Statute 200.065; and

WHEREAS, notice of this proposed Ordinance was published at least ten (10) days prior to adoption in a newspaper of general circulation in the Town of Lake Placid; and

WHEREAS, two public hearings were held by the Town Council on said proposed Ordinance as required by Florida Statute 200.065 on:

The 25th day of September 2020; and
The 5th day of October 2020

WHEREAS, the Town Council of the Town of Lake Placid, Florida set forth the appropriations and revenue estimate for the budget for Fiscal Year 2020-2021 in the amount of \$6,324,855.

WHEREAS, from time to time the Town Council may consider the status of the Budget for the Town of Lake Placid and upon thorough review of the budget, if the Town Council determines there needs to be line item adjustments made within the budget the Town Council may do so through an Ordinance; and

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Lake Placid, Florida, that:

1. The Fiscal Year 2020-2021 Final Budget (attached as Exhibit A) is adopted.
2. The Town Council from time to time may review the status of the budget for the Town and if they determine there needs to be line item adjustments the Council may make the adjustments through an Ordinance adopted by the Council.
3. This Ordinance shall take effect on October 1, 2020.

DULY ADOPTED on the 5th day of October 2020.



TOWN OF LAKE PLACID

BY: John M. Holbrook
John M. Holbrook, Mayor

Attest: Eva Cooper Hapeman
Eva Cooper Hapeman, Town Clerk

**ACCOUNTS
BY LINE ITEM**

ACCOUNTS DESCRIPTION FOR TOWN OF LAKE PLACID

**TOWN OF LAKE PLACID
BUDGET FOR FISCAL YEAR
BEGINNING OCTOBER 1,
2020 THRU SEPTEMBER 30,
2021 (PROPOSED)**

GENERAL FUND REVENUE		
001-300-000	GENERAL BUDGET FUND BALANCE	245,595
001-311-000	GENERAL AD VALOREM TAXES	737,536
001-312-410	GENERAL FIRST LOCAL OPTION FUEL TA	58,883
001-312-420	GENERAL SECOND LOCAL OPTION FUEL T	35,983
001-314-100	GENERAL UTILITY SERVICE TAX - ELEC	210,000
001-314-800	GENERAL UTILITY SERVICE TAX - PROP	11,000
001-315-000	GENERAL COMMUNICATION SERVICE (CST)	91,427
001-316-012	GENERAL LOCAL BUSINESS TAX	15,225
001-323-100	GENERAL FRANCHISE FEE - ELECTRICITY	190,000
001-324-620	GENERAL RECREATON USER FEES	11,000
001-329-000	GENERAL ZONING-VARIANCE PERMITS	2,000
001-329-100	GENERAL SIGN PERMIT FEES	500
001-331-211	POLICE GRANT FOR DOJ	1,500
001-331-220	GENERAL GRANT - FDLE	1,000
001-334-101	GENERAL FDOT-NORTH US MAINTENANCE	17,568
001-334-713	GENERAL COUNTY CULTURE/RECREATION	110,000
001-335-120	GENERAL STATE REVENUE SHARING PROC	75,483
001-335-140	GENERAL MOBILE HOME LICENSES	2,000
001-335-150	GENERAL ALCOHOLIC BEVERAGE LICENSE	6,000
001-335-180	GENERAL LOCAL GOVT. HALF CENT SALE	127,235
001-335-900	GEN STATE LIGHT MAINTENANCE FE	12,062
001-342-100	POLICE REPORT FEE	450
001-342-101	POLICE PARKING TICKET	500
001-342-900	POLICE CODE PENALTIES	500
001-342-907	CODE ENFORCEMENT MAGISTRATE FINES	200
001-351-100	POLICE FINES-FORFEITURES	22,154
001-351-300	POLICE EDUCATION ASSESSMENT	800
001-358-001	RECREATION TOWN PARKS RENTAL -US	1,500
001-361-000	GENERAL INTEREST INCOME	35,000
001-361-001	GENERAL INTEREST INCOME: CD & MM	1,000
001-362-007	GENERAL BUILDING RENT: WATER	17,700
001-362-008	GENERAL BUILDING RENT: SANITA	4,023
001-362-009	GENERAL BUILDING RENT: WASTEW	10,500
001-362-010	GENERAL BUILDING RENT: CEMETE	1,060
001-369-010	GENERAL MISCELLANEOUS REVENUE	3,000
001-381-999	GENERAL TRANSFER-IN INFRA	90,000
	TOTAL GENERAL FUND REVENUE	2,150,384
INFRASTRUCTURE REVENUE		
101-300-000	INFRASTRUCTURE FUND BALANCE	141,327
101-312-600	INFRASTRUCTURE DISCRETIONARY SALES SUR	250,000
101-361-010	INFRASTRUCTURE INTEREST INCOME	7,500

**ACCOUNTS
BY LINE ITEM**

ACCOUNTS DESCRIPTION FOR TOWN OF LAKE PLACID

**TOWN OF LAKE PLACID
BUDGET FOR FISCAL YEAR
BEGINNING OCTOBER 1,
2020 THRU SEPTEMBER 30,
2021 (PROPOSED)**

101-381-402	INFRASTRUCTURE TRANSFER - IN SANITATION	57,255
101-381-403	INFRASTRUCTURE TRANSFER - IN WW	65,776
101-381-409	INFRASTRUCTURE TRANSFER - IN CEM	6,910
	TOTAL INFRASTRUCTURE REVENUE	528,768
	TOWN OF LAKE PLACID - CRA (TRUST)	
103-386-700	CRA TRANSFER IN - HCBCC	32,602
103-386-700	CRA TRANSFER IN - LAKE PLACID	12,679
103-361-000	CRA INTEREST - CRA	300
103-381-000	CRA TRANSFER IN - GENERAL	-
	TOTAL CRA REVENUE	45,581
	SPECIAL REVENUE-GRANT PROJECTS	
300-331-100	GRANT - PRE-DISASTER MITIGATION	-
300-334-100	CDBG DISBURSEMENT	-
300-361-000	GRANT INTEREST INCOME	-
300-381-100	GRANT TRANSFER IN - ADMIN FEMA	-
300-381-101	GRANT TRANSFER IN - INFRASTRUCTURE	-
300-381-401	GRANT TRANSFER IN - WATER SYSTEMS	-
300-381-402	CDBG TRANSFER IN - WASTEWATER	-
	TOTAL SPECIAL REVENUE-GRANT PROJECTS	-
	WATER SYSTEMS REVENUE	
401-324-210	WA IMPACT FEE- RESIDENTIAL (WA	20,000
401-342-200	WA FIRE PROTECTION	3,600
401-343-300	WATER UTILITY REVENUE	1,341,890
401-343-350	WATER PENALTIES	3,500
401-343-900	WA SERVICE CONNECTION FEES	50,000
401-361-000	WA INTEREST INCOME	12,000
401-369-200	WA SETTING/REPAIRING METERS	8,000
	TOTAL WATER SYSTEMS REVENUE	1,438,990
	WASTEWATER REVENUE	
402-300-000	WW FUND BALANCE	2,120
402-324-110	WW SDC RESIDENTIAL	4,500
402-324-120	WW SDC - COMMERCIAL	1,500
402-343-350	WW SEWER PENALTIES	1,400
402-343-500	WW SEWER SERVICE FEES	808,431
402-343-504	WW SEWER AVAILABILITY FEE	19,057
402-361-000	WW INTEREST INCOME	2,000
	TOTAL WASTEWATER REVENUE	839,007
	CEMETERY REVENUE	
403-343-802	CEM MEMORIAL LOT 3.6X10	6,400
403-343-803	CEM TRADITIONAL 4X11	15,000
403-361-000	CEM INTEREST ON C.D. & MONEY MARKE	1,000
403-369-020	CEM PERPETUAL CARE FEES	18,000

**ACCOUNTS
BY LINE ITEM**

ACCOUNTS DESCRIPTION FOR TOWN OF LAKE PLACID

**TOWN OF LAKE PLACID
BUDGET FOR FISCAL YEAR
BEGINNING OCTOBER 1,
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403-369-041	CEM CRYPT - VASE	5,000.00
403-369-042	CEM NICHE - VASE	2,000.00
403-369-050	CEM CEM OPENING-CLOSING CRYPTS	1,000
403-369-051	CEM CEM OPENING-CLOSING NICHES	1,000
403-369-901	CEM CEM MARKING FEE BURIAL	6,000
403-369-902	CEM MARKING FEE HEADSTONE	2,000
	TOTAL CEMETERY REVENUE	57,400
	WATER SEWER CAPITAL IMPROVEMENT	
404-300-000	W/S CAP. BUDGET FUND BALANCE	25,776
404-361-000	W/S CAP. INTEREST	12,000
404-361-002	W/S CAP. INTERST - WA (Plant Expansion)	1,000
404-361-003	W/S CAP. INTERST - WW (Plant Expansion)	1,000
404-369-220	W/S CAP. IMPACT FEES - WATER	20,000
404-369-221	W/S CAP. IMPACT FEES - SEWER	6,000
	TOTAL WATER SEWER CAPITAL IMPROVEMENT	65,776
	SANITATION REVENUE	
409-300-003	SA FUND BALANCE - 409	44,243
409-343-350	SANITATION PENALTIES	1,000
409-343-400	SA GARBAGE/SOLID WASTE DUMPSTER R	433,278
409-343-401	SA GARBAGE/SOLID WASTE RESIDENTIA	160,000
409-343-410	SA EXTRA/BULK TRASH PICKUP	12,600
409-343-430	SANITATION SETUP FEE	1,000
409-361-000	SA INTEREST INCOME	1,000
409-381-100	SA OPERATING TRANSFER IN - INFRA	376,327
	TOTAL SANITATION REVENUE	1,029,448
	WASTEWATER LOAN REPAYMENT ACCOUNT	
412-361-000	WW LOAN INTEREST INCOME	1,500
412-381-001	WW LOAN TRANSFER IN LOAN I	66,669
412-381-002	WW LOAN TRANSFER IN LOAN II	61,361
	TOTAL WASTEWATER LOAN REPAYMENT ACCOUNT	129,530
	CEMETERY TRUST	
413-300-000	FUND BALANCE	20,000
413-361-010	CEM TST INTEREST INCOME	2,000
413-381-010	CEM TST TRANSFER IN-CEMETERY	18,000
	TOTAL CEMETERY TRUST	40,000
	COMBINED GOVERNMENTAL REVENUE	6,324,885

GOVERNMENTAL EXPENSES

ADMINISTRATIVE EXPENSES

**ACCOUNTS
BY LINE ITEM**

ACCOUNTS DESCRIPTION FOR TOWN OF LAKE PLACID

**TOWN OF LAKE PLACID
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001-513-012	ADM. REG WAGES	71,355
001-513-014	ADM. OT WAGES	65
001-513-023	ADM. HEALTH-LIFE INSURANCE	58,008
001-513-024	ADM. WRK COMP	-
001-513-121	ADM. AUTO USE	720
001-513-210	ADM. SOCIAL SECURITY/MEDICARE	5,459
001-513-220	ADM. RETIREMENT	19,079
001-513-250	ADM. UNEMPLOYMENT COMP	-
001-513-310	ADM. LEGALS	8,000
001-513-311	ADM. SIMPLEFILE E-RECORDING	5,000
001-513-312	ADM. RESEARCH (TLO)	360
001-513-320	ADM. ACCOUNTING & AUDITING	1,715
001-513-322	ADM. IT SERVICES	1,000
001-513-410	ADM. COMMUNICATION	2,000
001-513-420	ADM. POSTAGE	1,500
001-513-430	ADM. ELECTRICITY	1,500
001-513-450	ADM. TOWN INSURANCE	5,275
001-513-461	ADM. REPAIR & MAINTENANCE	1,000
001-513-470	ADM. CODIFICATION	4,000
001-513-480	ADM. ADVERTISEMENT	5,000
001-513-490	ADM. OTHER CURRENT CHARGES	5,000
001-513-491	ADM. TRIBUTES	500
001-513-496	ADM. CHAMBER EVENTS	2,500
001-513-510	ADM. OFFICE SUPPLIES	1,500
001-513-520	ADM. OPERATING SUPPLIES	1,500
001-513-522	ADM. FUEL	150
001-513-527	ADM. SAFETY PROGRAM	200
001-513-529	ADM. SOFTWARE ANNUAL MAINTENAN	174
001-513-540	ADM. BOOKS, DUES, PUB, TRAVEL,	1,200
001-513-541	ADM. ATHLETIC FACILITY MEMBERS	300
001-513-550	ADM. TRAINING & EDUCATION	3,000
001-513-600	ADM. CAPITAL IMPROVEMENTS	2,000
001-513-601	ADM. CRA LAKE PLACID	12,679
001-513-603	ADM. CAPITAL IMPROVEMENTS: OTH	510
001-513-911	ADM. INTRAGOV'T TRANSFER CRA - HCBCC	32,602
001-513-999	ADM. UNCATEGORIZED EXPENSES	-
	ADMINISTRATIVE EXPENSES	254,850
	LEGAL COUNCIL	
001-514-310	ADM. LEGAL COUNSEL	1,000
001-514-313	ADM. LEGAL COUNSEL: MAGISTRATE	100
	LEGAL COUNCIL EXPENSES	1,100

**ACCOUNTS
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PLANNING AND ZONING		
001-515-000	ADM. ZONING/PLANNING CONSULTAN	35,000
001-515-100	ADM. ZONING/PLANNING: ENG. REV	1,000
	PLANNING AND ZONING EXPENSES	36,000
	TOTAL ADMINISTRATIVE EXPENSES	291,950
PUBLIC SAFETY (POLICE)		
001-521-012	P.D. REG WAGES	408,888
001-521-013	P.D. OTHER PAY	716
001-521-023	P.D. HEALTH-LIFE INSURANCE	67,400
001-521-121	P.D. AUTO USE	480
001-521-210	P.D. SOCIAL SECURITY/MEDICARE	31,280
001-521-220	P.D. RETIREMENT	78,144
001-521-310	P.D. LEGAL COUNSEL	3,000
001-521-320	P.D. ACCOUNTING FEES & SERVICE	980
001-521-410	P.D. COMMUNICATIONS	19,000
001-521-414	P.D. TELEPHONE SYSTEM MAIN. CO	1,100
001-521-416	P.D. SMART COP CONTRACT	3,200
001-521-420	P.D. POSTAGE	1,500
001-521-430	P.D. ELECTRICITY	5,000
001-521-450	P.D. TOWN INSURANCE	10,550
001-521-463	P.D. EQUIPMENT REPAIR	10,000
001-521-480	P.D. ADVERTISEMENT	250
001-521-490	P.D. OTHER CURRENT CHARGES	1,000
001-521-492	P.D. TRIBUTES	150
001-521-510	P.D. OFFICE SUPPLIES	2,000
001-521-511	P.D. COPIER CHARGE	2,500
001-521-521	P.D. FUEL	16,000
001-521-523	P.D. OPERATING SUPPLIES	14,000
001-521-524	P.D. OFFICERS SHOE ALLOWANCE	600
001-521-525	P.D. SOFTWARE ANNUAL MAINTENAN	435
001-521-540	P.D. BOOKS, DUES, PUB, TRAVEL,	5,000
001-521-541	P.D. ATHLETIC FACILITY MEMBERS	500
001-521-550	P.D. TRAINING & EDUCATION	6,000
001-521-600	P.D. GRANT EXPENSE	1,500
001-521-610	P.D. CAPITAL OUTLAY	10,500
001-521-610	P.D. CAPITAL OUTLAY	1,020
001-521-640	P.D. CAPITAL OUTLAY: MACHINERY	4,500
001-521-640	P.D. CAPITAL OUTLAY: EQUIP	6,500
001-521-643	P.D. CAPITAL OUTLAY: VEHICLE	45,000
	POLICE EXPENSES	758,692
CODE ENFORCEMENT		
001-529-012	C.E. REG WAGES	83,350
001-529-013	C.E. OTHER PAY	91

**ACCOUNTS
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001-529-023	C.E. HEALTH-LIFE INSURANCE	16,666
001-529-210	C.E. SOCIAL SECURITY/MEDICARE	6,376
001-529-220	C.E. RETIREMENT	17,287
001-529-310	CE. LEGAL COUNSEL	500
001-529-410	C.E. COMMUNICATIONS	1,000
001-529-420	C.E. POSTAGE	100
001-529-430	C.E. ELECTRIC	100
001-529-460	C.E. REPAIR / MAINT	100
001-529-510	C.E. OFFICE SUPPLIES	500
001-529-520	C.E. FUEL	1,500
001-529-540	C.ED. BOOKS, DUES, PUB, TRAVEL,	1,000
001-529-550	C.E. TRAINING & EDUCATION	1,000
001-529-600	C.E. CAPITAL IMP	4,500
	CODE ENFORCEMENT EXPENSES	134,069
	TOTAL PUBLIC SAFETY EXPENSES	892,761
	STREETS & ROADS	
001-541-012	ST & RD REG WAGES	182,039
001-541-013	ST & RD OTHER PAY	325
001-541-023	ST & RD HEALTH-LIFE INSURANCE	59,757
001-541-121	ST & RD AUTO USE	336
001-541-210	ST & RD SOCIAL SECURITY/MEDICA	13,926
001-541-220	ST & RD RETIREMENT	25,550
001-541-310	ST & RD LEGAL COUNSEL	2,500
001-541-320	ST & RD ACCOUNTING AND AUDITING	980
001-541-410	ST & RD COMMUNICATIONS	3,500
001-541-420	ST & RD POSTAGE	150
001-541-430	ST & RD ELECTRICITY	50,000
001-541-450	ST & RD TOWN INSURANCE	3,517
001-541-461	ST & RD REPAIR RAILROAD CROSSI	3,600
001-541-463	ST & RD REPAIR & MAINT. - EQUI	17,500
001-541-464	ST & RD SAFETY	2,000
001-541-465	ST & RD REPAIR & MAINT. - VEHI	1,500
001-541-480	ST & RD ADVERTISEMENT	500
001-541-490	ST & RD OTHER CURRENT CHARGES	1,500
001-541-510	ST & RD OFFICE SUPPLIES	2,000
001-541-520	ST & RD OPERATING SUPPLIES	5,000
001-541-521	ST & RD SOFTWARE ANNUAL MAINTEN	522
001-541-523	ST & RD UNIFORMS	3,000
001-541-524	ST & RD FUEL	2,000
001-541-525	ST & RD CHEMICALS	1,000
001-541-530	ST & RD ROAD MATERIALS AND SUP	12,500
001-541-540	ST & RD BOOKS, DUES, PUB, TRAV	500
001-541-541	ST & RD ATHLETIC FACILITY MEM	100

**ACCOUNTS
BY LINE ITEM**

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**TOWN OF LAKE PLACID
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001-541-550	ST & RD TRAINING AND EDUCATION	1,000
001-541-600	ST & RD CAPITAL IMPROVEMENTS	2,000
001-541-640	ST & RD MACHINERY AND EQUIPMEN	4,000
001-541-640	ST & RD MACHINERY AND EQUIPMEN	340
001-541-641	ST & RD MACHINERY - VEHICLE	23,500
	TOTAL STREETS & ROADS EXPENSES	426,642
	PARKS AND RECREATION	
001-572-012	REC. REG WAGES	50,714
001-572-013	REC. OTHER PAY	80
001-572-023	REC. HEALTH-LIFE INSURANCE	14,732
001-572-121	REC AUTO USE	240
001-572-210	REC. SOCIAL SECURITY/MEDICARE	3,880
001-572-220	REC. RETIREMENT	6,915
001-572-310	REC. LEGAL COUNSEL	3,500
001-572-320	REC. ACCOUNTING AND AUDITING	1,225
001-572-410	REC. COMMUNICATIONS	4,000
001-572-420	REC. POSTAGE	300
001-572-430	REC. ELECTRICITY	18,000
001-572-450	REC. TOWN INSURANCE	17,583
001-572-460	REC. REPAIR & MAINTENANCE	24,000
001-572-461	REC. REPAIR EQUIPMENT	3,000
001-572-462	REC. REPAIR VEHICLE	2,500
001-572-463	REC. SAFETY EQUIPMENT	500
001-572-480	REC. ADVERTISEMENT	500
001-572-490	REC. OTHER CURRENT CHARGES	1,000
001-572-491	REC. PARK HOLIDAY EQUIPMENT	2,000
001-572-492	REC. PK SPECIAL EVENTS - FIREW	3,000
001-572-510	REC. OFFICE SUPPLIES	1,000
001-572-520	REC. OPERATING SUPPLIES	3,000
001-572-521	REC. FUEL	2,500
001-572-522	REC. UNIFORMS	1,500
001-572-525	REC. SOFTWARE ANNUAL MAINTENAN	435
001-572-526	REC. CHEMICALS	1,400
001-572-540	REC. BOOKS, DUES, PUB, TRAVEL,	500
001-572-541	REC. ATHLETIC FACILITY MEMBERS	150
001-572-550	REC. TRAINING AND EDUCATION	1,000
001-572-600	REC. CAPITAL OUTLAY (SOFTWARE)	1,000
001-572-610	REC. CAPITAL OUTLAY	10,000
001-572-640	REC. MACHINERY AND EQUIPMENT	7,000
001-572-640	REC. MACHINERY AND EQUIPMENT	1,700
001-572-641	REC. MACHINERY - LIGHTENING	129,610
001-572-641	REC. MACHINERY - VEHICLE	23,000
001-572-650	REC. LK JUNE CONSTRUCTION	-

**ACCOUNTS
BY LINE ITEM**

ACCOUNTS DESCRIPTION FOR TOWN OF LAKE PLACID

**TOWN OF LAKE PLACID
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TOTAL PARKS AND RECREATION EXPENSES		341,464
CULTURAL SERVICES		
001-573-012	CULT. REG WAGES	25,533
001-573-013	CULT. OTHER PAY	90
001-573-023	CULT. HEALTH-LIFE INSURANCE	7,090
001-573-121	CULT. AUTO USE	96
001-573-210	CUTL. SOCIAL SECURITY/MEDICARE	1,953
001-573-220	CULT. RETIREMENT	2,871
001-573-310	CULT. LEGAL COUNSEL	100
001-573-410	CULT. COMMUNICATIONS	2,000
001-573-430	CULT. ELECTRICITY	2,000
001-573-462	CULT. REPAIR LK JUNE COMPLEX	1,000
001-573-464	CULT. REPAIR & MAINT	12,000
001-573-465	CULT. EQUIPMENT REPAIR	2,000
001-573-466	CULT. SAFETY EQUIP	100
001-573-480	CULT. ADVERTISEMENT	100
001-573-520	CULT. OPERATING SUPPLIES	1,000
001-573-522	CULT. UNIFORMS	250
001-573-524	CULT. FUEL	500
001-573-526	CULT. CHEMICALS	2,500
001-573-540	CULT. BOOKS, DUES, PUB, TRAVEL,	250
001-573-541	CULT. ATHLETIC FACILITY MEMBERS	100
001-573-550	CULT. TRAINING AND EDUCATION	500
CULTURAL SERVICES EXPENSES		62,032
TOTAL PARKS AND RECREATION EXPENSES		403,496
HORTICULTURE		
001-579-012	HORT. REG WAGES	73,800
001-579-013	HORT. OTHER PAY	77
001-579-023	HORT. HEALTH-LIFE INSURANCE	20,993
001-579-121	HORT. AUTO USE	96
001-579-210	HORT. SOCIAL SECURITY/MEDICARE	5,646
001-579-220	HORT. RETIREMENT	7,648
001-579-310	HORT. LEGAL COUNSEL	500
001-579-320	HORT. ACCOUNTING AND AUDITING	245
001-579-410	HORT. COMMUNICATIONS	3,600
001-579-420	HORT. POSTAGE	100
001-579-430	HORT. ELECTRICITY	1,000
001-579-450	HORT. TOWN INSURANCE	3,517
001-579-460	HORT. REPAIR & MAINTENANCE	8,000
001-579-461	HORT. REPAIR & MAINT. - EQUIP	2,000
001-579-462	HORT. REPAIR & MAINT. - IRRIGA	1,000
001-579-463	HORT. SAFETY EQUIPMENT	200
001-579-480	HORT. ADVERTISEMENT	100

**ACCOUNTS
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**TOWN OF LAKE PLACID
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001-579-490	HORT. OTHER CURRENT CHARGES	300
001-579-510	HORT. OFFICE SUPPLIES	300
001-579-521	HORT. FUEL	750
001-579-522	HORT. UNIFORMS	500
001-579-523	HORT. OPERATING SUPPLES	1,000
001-579-524	HORT. CHEMICALS	1,500
001-579-525	HORT. SOFTWARE ANNUAL MAINTENA	174
001-579-540	HORT. BOOKS, DUES, PUB AND TRA	100
001-579-541	HORT. ATHLETIC FACILITY MEMBERSHIP	50
001-579-550	HORT. TRAINING AND EDUCATION	500
001-579-640	HORT. MACHINE AND EQUIPMENT	340
001-579-640	HORT. MACHINE AND EQUIPMENT	1,500
	TOTAL HORTICULTURE EXPENSES	135,535
	TOTAL GOVERNMENTAL EXPENSES	2,150,385
	INFRASTRUCTURE	
101-521-644	INFRA VEHICLE - LPPD	45,000
101-534-640	INFRA GARBAGE TRUCK LOAN	376,327
101-581-910	INFRA UNCATEGORIZED EXPENSES	107,441
	TOTAL INFRASTRUCTURE EXPENSES	528,768
	CRA EXPENSES	
103-513-320	CRA AUDITING AND ACCOUNTING	2,500
103-513-490	CRA OTHER CURRENT CHARGES (REPORTING FEE)	250
103-513-550	CRA TRAINING AND TRAVEL	2,000
103-541-600	CRA SIDEWALSK, STREETS & ROADS PROJECTS	20,416
103-541-600	CRA SIDEWALSK, STREETS & ROADS PROJECTS	20,415
	TOTAL CRA EXPENSES	45,581
	CAPTIAL PROJECT FUND - GRANT	
300-525-311	CDBG PROFESSIONAL SERV ADMIN	-
300-533-310	CDBG ENGINEERING WATER/SEWER	-
300-533-311	CDBG PROFESSIONAL SERV WATER	-
300-581-999	UNCATEGORIZED EXPENSES	-
	TOTAL CAPTIAL PROJECT FUND - GRANT EXPENSES	0
	WATER SYSTEMS	
401-533-012	REG WAGES	488,588
401-533-013	OTHER PAY	617
401-533-023	HEALTH-LIFE INSURANCE	122,737
401-533-121	AUTO USE	4,632
401-533-210	SOCIAL SECURITY/MEDICARE	37,377
401-533-220	RETIREMENT	74,505
401-533-310	LEGAL COUNCIL	15,000
401-533-311	ENGINEERING	15,000
401-533-320	ACCOUNTING & AUDITING	10,290

**ACCOUNTS
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401-533-340	CONTRACTUAL SERVICES	1,500
401-533-341	LAB TESTING	5,000
401-533-342	WATER TANK MAINTENANCE	51,900
401-533-410	COMMUNICATION	20,000
401-533-420	POSTAGE	9,000
401-533-430	ELECTRICITY	60,000
401-533-450	TOWN INSURANCE	73,850
401-533-460	REPAIR AND MAINTENANCE - OTHER	15,000
401-533-461	CROSS CONNECTION	10,000
401-533-462	DISTRIBUTION LINE REPAIR	25,000
401-533-463	EMERGENCY GENERATOR	5,000
401-533-465	HYDRANT REPAIR	5,000
401-533-466	VEHICLE REPAIR	15,000
401-533-467	SAFETY PRORAM	1,500
401-533-469	WATER PLANT MAINTENANCE	25,000
401-533-480	LEGAL ADVERTISEMENT	7,500
401-533-490	OTHER CURRENT CHARGES	5,000
401-533-510	OFFICE SUPPLIES	5,000
401-533-520	OPERATING SUPPLIES	10,000
401-533-521	FUEL	25,000
401-533-522	UNIFORMS	4,000
401-533-525	CHEMICALS	40,000
401-533-526	ADMINISTRATIVE COSTS	17,700
401-533-529	SOFTWARE ANNUAL MAINTENANCE	3,651
401-533-540	DUES, SUBSCRIPTION, MEMBERSHIP	3,000
401-533-541	ATHLETIC FACILITY MEMBERSHIP	300
401-533-550	TRAINING AND EDUCATION	6,000
401-533-560	MISCELLANEOUS EXPENSE	500
401-533-600	CAPITAL IMPROVEMENTS	80,703
401-533-631	REPLACE/NEW METERS AND LINES	10,000
401-533-644	NEW EQUIPMENT	41,000
401-533-644	NEW EQUIPMENT	7,140
401-533-645	VEHICLE PURCHASE	55,000
401-533-653	SYSTEM/PROGRAM	6,000
401-581-006	TRANSFER SYS DEVELOPMENT FEE	20,000
	TOTAL WATER SYSTEMS EXPENSES	1,438,990
	WASTEWATER (SEWER)	
402-535-012	REG WAGES	156,587
402-535-013	OTHER PAY	165
402-535-023	HEALTH-LIFE INSURANCE	30,385
402-535-121	AUTO USE	3,120
402-535-210	SOCIAL SECURITY/MEDICARE	11,979
402-535-220	RETIREMENT	20,618

ACCOUNTS BY LINE ITEM	ACCOUNTS DESCRIPTION FOR TOWN OF LAKE PLACID	TOWN OF LAKE PLACID BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2020 THRU SEPTEMBER 30, 2021 (PROPOSED)
402-535-310	LEGAL COUNSEL	10,000
402-535-312	ENGINEERING	7,500
402-535-320	ACCOUNTING & AUDITING	6,125
402-535-340	CONTRACTUAL SERVICES	5,000
402-535-410	COMMUNICATION	9,000
402-535-420	POSTAGE	3,000
402-535-430	ELECTRICITY	61,000
402-535-450	TOWN INSURANCE	42,200
402-535-460	REPAIR & MAINTENANCE	15,000
402-535-463	REPAIR VEHICLE	1,500
402-535-464	REPAIR GRAVITY (LIFT STATION)	15,000
402-535-465	REPAIR WWTP GENERATORS	15,000
402-535-466	REPAIR WWTP	40,000
402-535-480	LEGAL ADVERTISEMENT	2,000
402-535-490	MISCELLANEOUS EXPENSES	500
402-535-493	OTHER CURRENT CHARGES	3,500
402-535-510	OFFICE SUPPLIES	2,000
402-535-520	OPERATING SUPPLIES	10,000
402-535-521	FUEL	2,500
402-535-522	UNIFORMS	1,000
402-535-524	SLUDGE	90,000
402-535-525	LAB	25,000
402-535-526	SAFETY	1,500
402-535-527	CHEMICALS	16,000
402-535-528	ADMINISTRATIVE COSTS	10,500
402-535-529	SOFTWARE ANNUAL MAINTENANCE	2,087
402-535-540	DUES, SUBSCRIPTION, MEMBERSHIP	500
402-535-541	ATHLETIC FACILITY MEMBERSHIP	150
402-535-550	TRAINING AND EDUCATION	3,000
402-535-600	CAPITAL IMPROVEMENTS	71,480
402-535-608	SYSTEM/SOFTWARE	3,000
402-535-644	NEW EQUIPMENT	3,000
402-535-700	DEBT - DEP LOAN I	66,669
402-535-701	DEBT - DEP LOAN II	61,362
402-535-911	INTRAGOV'T TRANSFER - W/S CAP S	4,080
402-581-005	TRANSFER OUT- W/S SYS DEVELOPM	6,000
	TOTAL WASTEWATER (SEWER) EXPENSES	839,008
	CEMETERY	
403-580-012	REG WAGES	16,780
403-580-013	OTHER PAY	23
403-580-023	HEALTH-LIFE INSURANCE	4,143
403-580-210	SOCIAL SECURITY/MEDICARE	1,284

**ACCOUNTS
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2020 THRU SEPTEMBER 30,
2021 (PROPOSED)**

403-580-220	RETIREMENT	1,236
403-580-310	ACCOUNTING & AUDIT	245
403-580-311	LEGAL COUNSEL	300
403-580-312	LAND SURVEYOR/APPRaiser	1,000
403-580-410	COMMUNICATIONS	800
403-580-420	POSTAGE	50
403-580-430	ELECTRICITY	4,000
403-580-450	TOWN INSURANCE	3,517
403-580-460	REPAIR & MAINTENANCE	2,000
403-580-463	SAFETY EQUIPMENT	50
403-580-480	ADVERTISEMENT	50
403-580-490	OTHER CURRENT CHARGES	150
403-580-510	OFFICE SUPPLIES	300
403-580-520	OPERATING SUPPLIES	500
403-580-521	FUEL	500
403-580-522	UNIFORMS	350
403-580-523	CHEMICALS	500
403-580-525	ADMINISTRATIVE COSTS	1,060
403-580-529	SOFTWARE ANNUAL MAINTENANCE	174
403-580-540	DUES, SUBSCRIPTION, MEMBERSHIP	50
403-580-541	ATHLETIC FACILITY MEMBERSHIP	50
403-580-550	TRAINING AND EDUCATION	300
403-580-600	CAPITAL IMPROVEMENTS	340
403-580-997	TRANSFER OUT - INFRA LP GOVERNMENT CENTER	6,910
403-580-999	TRANSFER OUT	10,739
	TOTAL CEMETERY EXPENSES	57,400
	WATER/SEWER CAPITAL IMP	
404-535-600	CAPITAL OUTLAY	65,776
	TOTAL WATER/SEWER CAPITAL IMP EXPENSES	65,776
	SANITATION/REFUSE	
409-534-012	REG WAGES	201,316
409-534-013	OTHER PAY	268
409-534-023	HEALTH-LIFE INSURANCE	49,261
409-534-121	AUTO USE	480
409-534-210	SOCIAL SECURITY TAXES	15,401
409-534-220	RETIREMENT	25,575
409-534-310	LEGAL COUNSEL	4,500
409-534-320	ACCOUNTING & AUDITING	2,695
409-534-410	COMMUNICATION	5,000
409-534-420	POSTAGE	1,200
409-534-430	ELECTRICITY	3,000
409-534-450	TOWN INSURANCE	15,825
409-534-460	REPAIR & MAINT. - TRUCKS / VE	40,000

**ACCOUNTS
BY LINE ITEM**

ACCOUNTS DESCRIPTION FOR TOWN OF LAKE PLACID

**TOWN OF LAKE PLACID
BUDGET FOR FISCAL YEAR
BEGINNING OCTOBER 1,
2020 THRU SEPTEMBER 30,
2021 (PROPOSED)**

409-534-461	REPAIR & MAINT. - DUMPSTER / C	3,000
409-534-462	REPAIR & MAINTENANCE: EQUIPMEN	5,600
409-534-463	LANDFILL FEE	120,000
409-534-464	SAFETY EQUIPMENT	1,500
409-534-480	LEGAL ADVERTISEMENT	1,000
409-534-490	OTHER CURRENT CHARGES	1,000
409-534-510	OFFICE SUPPLIES	2,000
409-534-521	FUEL	28,000
409-534-522	UNIFORMS	3,000
409-534-523	SOFTWARE ANNUAL MAINTENANCE	1,043
409-534-526	ADMINISTRATIVE COSTS	4,023
409-534-527	OPERATING SUPPLIES: OTHER	1,500
409-534-540	MEMBERSHIP, DUES, TRAVEL & SUB	100
409-534-541	ATHLETIC FACILITY MEMBERSHIP	50
409-534-550	TRAINING AND EDUCATION	700
409-534-600	CAPITAL IMP/OUTLAY	39,300
409-534-610	TRUCK PURCHASE	235,000
409-534-610	TRUCK PURCHASE	141,327
409-534-620	DUMPSTER REPLACEMENT	15,000
409-534-641	MACHINERY AND EQUIPMENT	3,000
409-534-641	MACHINERY AND EQUIPMENT	1,530
409-581-997	TRANSFER OUT - INFRA LP GOVT CENTER	13,729
409-581-998	TRANSFER OUT - INFRA Garbage Tk 2019	43,525
	TOTAL SANITATION/REFUSE EXPENSES	1,029,448
	WASTEWATER LOAN REPAYMENT ACCOUNT	
412-535-730	DEBT - DEP LOAN I	66,669
412-535-731	DEBT - DEP LOAN II	61,361
412-581-000	DEBT UNCATEGORIZED EXPENSES RESERVE	1,500
	TOTAL WASTEWATER LOAN REPAYMENT EXPENSES	129,530
	CEMETERY TRUST	
413-581-901	CEMETERY TST TRANSFER OUT	40,000
	TOTAL CEMETERY TRUST EXPENSES	40,000
	COMBINED GOVERNMENTAL EXPENSES	6,324,885

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: August 3, 2021

PRESENTER: Tanya Cannady, Business Services Director

SUBJECT/TITLE: Request to accept the City of Sebring Community Redevelopment Agency (A Component Unit of the City of Sebring, Florida) Financial Statements FYE 9/30/20

STATEMENT OF ISSUE

City of Sebring Community Redevelopment Agency has submitted their Financial Statements and Independent Auditor's Report for the FYE September 30, 2020.

RECOMMENDED ACTION

Move to accept into the record the Annual Financial Statements and Auditor's Report for FYE September 30, 2020 for City of Sebring Community Redevelopment Agency.

FISCAL IMPACT

There is no fiscal impact to accepting the City of Sebring Community Redevelopment Agency's Financial Statements and Auditor's Report into the record.

Attachments: [City of Sebring CRA 2020 Audited Financial Statements FYE 093020.pdf](#)

**CITY OF SEBRING COMMUNITY REDEVELOPMENT AGENCY
(A COMPONENT UNIT OF THE
CITY OF SEBRING, FLORIDA)**

FINANCIAL STATEMENTS

FISCAL YEAR ENDED SEPTEMBER 30, 2020



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WEALTH ADVISORY
OUTSOURCING
AUDIT, TAX, AND
CONSULTING

**CITY OF SEBRING
COMMUNITY REDEVELOPMENT AGENCY
(A COMPONENT UNIT OF THE
CITY OF SEBRING, FLORIDA)
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INDEPENDENT AUDITORS' REPORT

Board of Directors
City of Sebring Community
Redevelopment Agency
Sebring, Florida

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities and the general fund of the City of Sebring Community Redevelopment Agency (CRA), a component unit of the City of Sebring, Florida as of and for the year ended September 30, 2020, and the related notes to the financial statements, which collectively comprise the CRA's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and the general fund of the CRA as of September 30, 2020, and the respective changes in financial position and budgetary comparison for the general fund thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

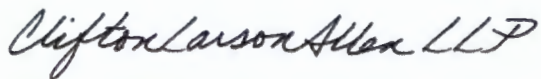
Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 3 through 7 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated May 28, 2021, on our consideration of the CRA's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the CRA's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the CRA's internal control over financial reporting and compliance.



CliftonLarsonAllen LLP

Sebring, Florida
May 28, 2021

**CITY OF SEBRING
COMMUNITY REDEVELOPMENT AGENCY
(A COMPONENT UNIT OF THE
CITY OF SEBRING, FLORIDA)
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2020**

As management of the City of Sebring Community Redevelopment Agency (CRA), we offer the readers of the CRA's basic financial statements this narrative overview and analysis of the financial activities of the CRA for the year ended September 30, 2020. We encourage readers to consider the information presented here in conjunction with the CRA's financial statements.

Financial Highlights

- The assets of the CRA exceeds its liabilities as of September 30, 2020 by \$1,677,266 (Net Position).
- The CRA's total assets as of September 30, 2020 were \$1,730,835.
- The CRA's total revenue was \$796,234, consisting primarily of CRA Incremental Tax Revenue.
- The CRA's total expenses came to \$789,181.
- The increase in net position was \$7,053.

Overview of Financial Statements

This discussion and analysis is intended to serve as an introduction to the CRA's basic financial statements. The CRA's basic financial statements comprise three components: government-wide financial statements, fund financial statements, and notes to the financial statements.

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the CRA's finances using the accrual basis of accounting. The CRA's government-wide financial statements include the following:

- Statement of Net Position – reports the CRA's assets, deferred outflows of resources, liabilities, deferred inflows of resources and net position at the end of the fiscal year and provides information about the nature and amounts of investment of resources and obligations to creditors.
- Statement of Activities – reports the results of activity over the course of the fiscal year. It details the costs associated with operating the CRA and how those costs were funded. It also provides an explanation of the change in net position from the previous fiscal year-end to the current fiscal year-end.
- The basic financial statements also include notes that provide required disclosures and other information necessary to gather the full meaning of the material presented in the statements.

The analysis of net position, revenue, and expenses are detailed and provide a comprehensive portrayal of financial conditions and related trends. The analysis includes all assets and liabilities using the accrual basis of accounting. Accrual accounting is similar to the accounting used by most private sector companies. Accrual accounting recognizes revenue and expenses when earned or incurred regardless of when cash is received or paid.

**CITY OF SEBRING
COMMUNITY REDEVELOPMENT AGENCY
(A COMPONENT UNIT OF THE
CITY OF SEBRING, FLORIDA)
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2020**

Our analysis presents the CRA's net position, which can be thought of as the difference between what the CRA owns (assets) and what the CRA owes (liabilities). The net position analysis will allow the reader to measure the health or financial position of the CRA. The CRA's net position consists of restricted net position that can only be spent for specific purposes because of constraints imposed by external sources (such as grantors, bondholders, and higher levels of government), or imposed by constitutional provisions or enabling legislation.

Over time, significant changes to the CRA's net position are an indicator of whether its financial health is improving or deteriorating. To fully assess the financial health of any CRA, the reader must also consider other nonfinancial factors such as fluctuations in the local economy.

The government-wide financial statements can be found on pages 8 through 9 of this report.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The CRA, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The CRA is accounted for as a governmental fund.

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements. Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions.

The CRA adopts an annual appropriated budget. A budgetary comparison statement has been provided for the General Fund to demonstrate compliance with the budget.

The governmental fund financial statements can be found on pages 10 through 11 of this report

Notes to the Financial Statements

The notes provide additional information that is essential for a full understanding of the data provided in the government-wide and fund financial statements.

**CITY OF SEBRING
COMMUNITY REDEVELOPMENT AGENCY
(A COMPONENT UNIT OF THE
CITY OF SEBRING, FLORIDA)
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2020**

Government-Wide Financial Analysis

Summary of Net Position:

	<u>2020</u>	<u>2019</u>
ASSETS		
Current Assets	\$ 1,730,835	\$ 1,700,735
LIABILITIES		
Total Liabilities	<u>53,569</u>	<u>30,522</u>
Net Position		
Restricted for Community Redevelopment	<u>\$ 1,677,266</u>	<u>\$ 1,670,213</u>

Assets increased \$30,100 from the prior year related to an increase in accounts payable at year-end. Liabilities increased by \$23,047 from the prior year related to projects in progress at year-end. There was an increase in net position of \$7,053 in the current year.

Summary of Revenues, Expenses, and Changes in Net Position:

	<u>2020</u>	<u>2019</u>
REVENUES		
Taxes	\$ 775,657	\$ 832,346
Investment Earnings	19,577	42,721
Miscellaneous	1,000	-
Total Revenues	<u>796,234</u>	<u>875,067</u>
EXPENSES		
Economic Development	<u>789,181</u>	<u>803,707</u>
CHANGE IN NET POSITION	7,053	71,360
Net Position - Beginning of Year	<u>1,670,213</u>	<u>1,598,853</u>
NET POSITION - END OF YEAR	<u>\$ 1,677,266</u>	<u>\$ 1,670,213</u>

In fiscal year 2020, total revenue was \$796,234, while total expenses were \$789,181. This resulted in a total net position of \$1,677,266.

The taxable value of property located within the CRA District decreased \$4,302,824 in fiscal year 2020 resulting in Ad Valorem proceeds decreasing \$56,689 over the previous year. Investment earnings decreased \$23,144 due to a drop in interest rates, for a total fiscal year 2020 revenue decrease of \$78,883.

**CITY OF SEBRING
COMMUNITY REDEVELOPMENT AGENCY
(A COMPONENT UNIT OF THE
CITY OF SEBRING, FLORIDA)
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2020**

Expenses decreased \$14,526 in fiscal year 2020 due largely to increased expenses for contributions toward the City's capital projects, offset by a decrease in grants awarded during the year. A comparison of expenses by category is as follows:

	<u>2020</u>	<u>2019</u>	<u>Change</u>
Contributions to the City's			
Capital Projects	\$ 311,383	\$ 185,899	\$ 125,484
Other Projects	40,000	40,000	-
Grant Programs	99,426	192,913	(93,487)
Other	338,372	384,895	(46,523)
Total Expenses	<u>\$ 789,181</u>	<u>\$ 803,707</u>	<u>\$ (14,526)</u>

Governmental Fund Financial Analysis

General Fund

The general fund reported ending fund balance of \$1,688,818, an increase of \$11,493 over the prior year. The entire fund balance is restricted for community redevelopment. The changes in general fund activity are discussed in the government-wide analysis above.

General Fund Budgetary Highlights

The General Fund budget to actual statement is presented in the basic financial statements. The schedule shows the original adopted budget, the final budget, actual results, and the positive or negative variance between the final budget and actual results. After the original budget is approved, it may be amended for various reasons such as unanticipated revenues, unforeseen expenditures, or new grant awards.

- The actual net change in the fund balance of the General Fund compared to the final budget was a positive variance of \$729,909.
- General Fund revenues were \$15,576 more than the final budgeted amount.
- Actual expenditures in the General Fund were \$714,333 less than the final budget. Significant variances are due to other projects that were budgeted but did not occur in the current year.

**CITY OF SEBRING
COMMUNITY REDEVELOPMENT AGENCY
(A COMPONENT UNIT OF THE
CITY OF SEBRING, FLORIDA)
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2020**

Economic Factors and Next Year's Budget and Rates

The City of Sebring Community Redevelopment Agency (CRA) is reported as a discretely presented component unit of the City of Sebring. Its annual budget was approved on September 14, 2020. The following factors were considered in preparing the CRA's budget for the 2021 fiscal year:

- The City of Sebring is the largest city in Highlands County.
- An economic forecast estimates the City's population growth to be 4.6% per year for the remainder of the decade.
- Property values are forecast to increase by 8.5% in fiscal year 2021.

The CRA is committed to the redevelopment of the downtown district and undertaking initiatives that augment the permanent and visiting populace in order to compete with surrounding markets. The CRA has taken a progressive approach to redevelopment in the area by focusing their efforts on the acquisition and redevelopment of prime properties within the district. At present the CRA has acquired (4) parcels that are poised for redevelopment, has (1) additional property under contract, and has plans to acquire additional properties. The CRA also recently secured \$1.5 million dollars in debt service to be used for additional property acquisitions and renovations, and has plans to secure up to an additional \$5 million dollars in debt service within the next year to invest into the district.

Two projects also of high importance to the CRA at the moment is redevelopment master plan update, and the design of the waterfront redevelopment project. An updated master plan will extend the operations of the CRA for an additional 20 years, as well as incorporate updated projects, initiatives and objectives to progress the district. The CRA is working with S&ME to undertake the plan update and intends to complete the project by the summer.

The waterfront redevelopment project is a key revitalization effort for the CRA. Currently the existing waterfront is underutilized due to inadequate design and discordant features. Lake Jackson is the centerpiece of Sebring, the waterfront bookend of the Sebring Circle, and the focus of the waterfront redevelopment project in order to offer the community a variety of commercially standard recreational amenities. The goal of the project is to create a focal waterfront amenity for Sebring, and create a public space for recreation that is a connection to downtown. The CRA is currently embarking on the design phase of the project with Kimley Horn, and intends to complete the initial design process by the end of 2021.

Requests for Information

This financial report is designed to provide a general overview of the CRA's finances for all those with an interest. Questions concerning any of the information provided on this report or requests for additional information should be addressed as follows:

Kristie Vazquez
Executive Director
City of Sebring Community
Redevelopment Agency
309 Circle Park Drive
Sebring, Florida 33870.

**CITY OF SEBRING
COMMUNITY REDEVELOPMENT AGENCY
(A COMPONENT UNIT OF THE
CITY OF SEBRING, FLORIDA)
STATEMENT OF NET POSITION
SEPTEMBER 30, 2020**

ASSETS

Cash and Investments	\$ 1,404,256
Accounts Receivable	495
Assets Available for Sale	<u>326,084</u>
Total Assets	<u>1,730,835</u>

LIABILITIES

Accounts Payable	35,716
Accrued Liabilities	1,775
Due to the City of Sebring	4,526
Noncurrent Liabilities:	
Due Within One Year:	
Compensated Absences	<u>11,552</u>
Total Liabilities	<u>53,569</u>

NET POSITION

Restricted for Community Redevelopment	<u>1,677,266</u>
Total Net Position	<u><u>\$ 1,677,266</u></u>

See accompanying Notes to Financial Statements.

**CITY OF SEBRING
COMMUNITY REDEVELOPMENT AGENCY
(A COMPONENT UNIT OF THE
CITY OF SEBRING, FLORIDA)
STATEMENT OF ACTIVITIES
YEAR ENDED SEPTEMBER 30, 2020**

EXPENSES

Economic Development	\$	789,181
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GENERAL REVENUES

Taxes		775,657
Investment Earnings		19,577
Miscellaneous		1,000
Total General Revenues		796,234

CHANGE IN NET POSITION

7,053

Net Position - Beginning of Year

1,670,213

NET POSITION - END OF YEAR

\$ 1,677,266

See accompanying Notes to Financial Statements.

**CITY OF SEBRING
COMMUNITY REDEVELOPMENT AGENCY
(A COMPONENT UNIT OF THE
CITY OF SEBRING, FLORIDA)
BALANCE SHEET
GENERAL FUND
SEPTEMBER 30, 2020**

ASSETS

Cash and Investments	\$ 1,404,256
Accounts Receivable	495
Assets Available for Sale	<u>326,084</u>
Total Assets	<u><u>\$ 1,730,835</u></u>

LIABILITIES AND FUND BALANCE

Liabilities:	
Accounts Payable	\$ 35,716
Accrued Liabilities	1,775
Due to the City of Sebring	<u>4,526</u>
Total Liabilities	42,017
Fund Balance:	
Restricted for Community Redevelopment	<u>1,688,818</u>
Total Liabilities and Fund Balance	<u><u>\$ 1,730,835</u></u>

RECONCILIATION OF FUND BALANCE TO NET POSITION

Fund Balance - General Fund	\$ 1,688,818
-----------------------------	--------------

**AMOUNTS REPORTED FOR GOVERNMENTAL ACTIVITIES IN THE
STATEMENT OF NET POSITION ARE DIFFERENT BECAUSE:**

Compensated absence are not due and payable in the current period and, therefore, are not reported in the fund financial statements.	<u>(11,552)</u>
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NET POSITION OF GOVERNMENTAL ACTIVITIES	<u><u>\$ 1,677,266</u></u>
--	----------------------------

See accompanying Notes to Financial Statements.

**CITY OF SEBRING
COMMUNITY REDEVELOPMENT AGENCY
(A COMPONENT UNIT OF THE
CITY OF SEBRING, FLORIDA)
STATEMENT OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCE – BUDGET AND ACTUAL
GENERAL FUND
YEAR ENDED SEPTEMBER 30, 2020**

	Budget		Actual	Variance With Final Budget Positive (Negative)
	Original	Final		
REVENUES				
Taxes	\$ 780,658	\$ 780,658	\$ 775,657	\$ (5,001)
Miscellaneous:				
Investment Earnings	-	-	19,577	19,577
Other	-	-	1,000	1,000
Total Revenues	780,658	780,658	796,234	15,576
EXPENDITURES				
Current:				
Personnel Expenditures	187,324	187,659	192,704	(5,045)
Professional Services	25,000	10,552	9,361	1,191
Operating Expenditures	103,300	125,013	60,713	64,300
Events	23,000	38,283	21,897	16,386
Promotional Marketing	60,000	75,373	49,257	26,116
Payments to the City - Operating	40,000	40,000	40,000	-
Grant Programs	180,000	317,629	99,426	218,203
Payments to the City - Capital Projects	710,000	704,565	311,383	393,182
Total Expenditures	1,328,624	1,499,074	784,741	714,333
NET CHANGE IN FUND BALANCE	(547,966)	(718,416)	11,493	729,909
Fund Balance - Beginning of Year	1,677,325	1,677,325	1,677,325	-
FUND BALANCE - END OF YEAR	<u>\$ 1,129,359</u>	<u>\$ 958,909</u>	<u>\$ 1,688,818</u>	<u>\$ 729,909</u>

See accompanying Notes to Financial Statements.

CITY OF SEBRING
COMMUNITY REDEVELOPMENT AGENCY
(A COMPONENT UNIT OF THE
CITY OF SEBRING, FLORIDA)
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCE OF GOVERNMENTAL FUNDS TO
THE STATEMENT OF ACTIVITIES
YEAR ENDED SEPTEMBER 30, 2020

**AMOUNTS REPORTED FOR GOVERNMENTAL ACTIVITIES IN THE
STATEMENT OF ACTIVITIES ARE DIFFERENT BECAUSE:**

Net Change in Fund Balance - General Fund	\$	11,493
---	----	--------

Compensated absences reported on the statement of activities do not
require the use of current financial resources and, therefore, are
not reported as expenditures in governmental funds.

Net Change in Accrued Compensated Absences		(4,440)
--	--	---------

CHANGE IN NET POSITION OF GOVERNMENTAL ACTIVITIES	\$	<u>7,053</u>
--	-----------	---------------------

**CITY OF SEBRING
COMMUNITY REDEVELOPMENT AGENCY
(A COMPONENT UNIT OF THE
CITY OF SEBRING, FLORIDA)
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Reporting Entity

The City of Sebring Community Redevelopment Agency (CRA), a component unit of the City of Sebring, was established by City Resolution on September 1, 1981, as authorized by Chapter 163, Florida Statutes, to grow and develop the City of Sebring. The CRA's mission is:

- To bring about the economic revitalization of an established target area.
- To create a re-investment environment that attracts private investors into the area.
- To promote improvements within the redevelopment area through renovation and restoration of buildings, as well as to encourage new construction.
- To acquire the funding necessary to make the infrastructure improvements necessary to attract investment dollars and improve the assessed taxable value of district properties.
- To assist the Chamber of Commerce and Downtown Merchants in their efforts to market the downtown businesses.

The CRA district encompasses the downtown circle extending to the lake front; includes the blocks on either side of South Commerce Street to Highlands Avenue; extends north to Eucalyptus Street encompassing Park, Maple, Pomegranate, North Ridgewood, Grapefruit and Lemon Avenues; and jumps across the rail line to include much of the Washington Heights neighborhood. The area also includes nearby industrial uses and deteriorated residential areas in need of redevelopment in the vicinity of downtown Sebring. The district is approximately 650 acres which includes streets and rights-of-way.

The CRA is governed by a board that is comprised of seven community members that live or work in the City of Sebring. The commissioners are appointed by the City of Sebring City Council. Staff of the CRA are employed by the City of Sebring. The CRA is considered to be a discretely presented component unit in the City's financial statements.

As required by accounting principles generally accepted in the United States of America, these financial statements present the CRA and component units for which the CRA is financially accountable. The application of these criteria provides for identification of any entities for which the CRA is financially accountable and other organizations that the nature and significance of their relationship with the CRA are such that exclusion would cause the CRA's basic financial statements to be misleading or incomplete. Based on the application of these criteria, the CRA has determined that there are no component units.

**CITY OF SEBRING
COMMUNITY REDEVELOPMENT AGENCY
(A COMPONENT UNIT OF THE
CITY OF SEBRING, FLORIDA)
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Basis of Presentation

The accounts of the CRA are organized on the basis of funds, each of which is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues, and expenditures or expenses as appropriate. Government resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

Currently, the CRA has only one fund, the General Fund. The General Fund is a major fund and is the operating fund of the CRA. It is used to account for all financial resources and expenditures.

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on activities of the CRA. The CRA reports only governmental activities; it does not have any business-type activities.

Government-Wide and Fund Financial Statements

The statement of activities demonstrates the degree to which the direct expenses of a given function are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function. Program revenues consist of charges for services, grants and contributions that are restricted to meeting an operational or capital requirement of a particular function. Payments received from taxes, insurance proceeds and other items not properly included as program revenues are reported as general revenues.

Separate financial information is provided for the governmental fund.

Measurement Focus and Basis of Accounting

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the CRA considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting.

**CITY OF SEBRING
COMMUNITY REDEVELOPMENT AGENCY
(A COMPONENT UNIT OF THE
CITY OF SEBRING, FLORIDA)
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Budgets and Budgetary Data

The Following are the procedures in establishing the budget:

The CRA's executive director prepares the annual fiscal operating budget. The proposed budget is then presented to the CRA's board of directors for changes and final approval. Once adopted, the budget serves as legal authorization for expenditures.

Formal budgetary integration is employed as a management control device during the year for all governmental fund types. Budgets for the general fund are adopted on a basis consistent with accounting principles generally accepted in the United States of America (GAAP).

Incremental Property Tax Revenue

The CRA's primary source of revenue is tax-increment funding. This revenue is computed by applying the respective tax rates for the City and Highlands County (County) multiplied by the increased value of property tax located within the boundaries of the redevelopment areas of the CRA in excess of the base property value.

The tax levy is established prior to October 1 of each year and the Highlands County Property Appraiser incorporates the millages established by the City and County into the total tax levy. All property is reassessed according to its fair value on January 1 of each year. All taxes are due and payable on November 1 (levy date) of each year or as soon thereafter as the assessment roll is certified and delivered to the Tax Collector. All unpaid taxes become delinquent on April 1 following the year in which they are assessed. Discounts are allowed for early payment at the rate of 4% in the month of November, 3% in the month of December, 2% in the month of January, and 1% in the month of February. The taxes paid in March are without discount.

Delinquent taxes on real property bear interest of up to 18% per year. On or prior to June 1 following the tax year, certificates are sold for all delinquent taxes on real property. Application for a tax deed on any unredeemed tax certificates may be made by the certificate holder after a period of two years. Unsold certificates are held by the County.

Assets Available for Sale

Assets available for sale including land, buildings and improvements are recorded at the lower of cost or net realizable value. Cost is determined by acquisition price if purchased, or at estimated acquisition value at the date of contribution, if contributed.

At September 30, 2020, \$326,084 represents the value of the property that is held for resale.

CITY OF SEBRING
COMMUNITY REDEVELOPMENT AGENCY
(A COMPONENT UNIT OF THE
CITY OF SEBRING, FLORIDA)
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Compensated Absences

It is the CRA's policy to permit full-time employees to accumulate limited amounts of earned vacation leave and earned sick leave. Upon separation from service, employees receive payment for all unused vacation leave. No sick leave benefits of any kind are granted upon termination of employment and therefore no liability is recorded for unpaid accumulated sick leave. Vacation pay is reported as an expense and liability when earned by the employee in the government-wide and proprietary fund financial statements and is considered a current liability. The liability for compensated absences is liquidated in the fund in which an employee's payroll expense is normally recorded.

Fund Balances

Governmental fund equity is classified as fund balance. The following classifications describe the relative strength of the spending constraints:

Nonspendable – Amounts that are (a) not in spendable form, or (b) legally or contractually required to be maintained intact. "Not in spendable form" includes items that are not expected to be converted to cash (such as inventories and prepaid amounts) and generally long-term items such as advances to other funds or amounts that are required to be maintained intact (corpus of a permanent fund).

Restricted – Amounts that can be spent only for specific purposes stipulated by (a) external resources providers such as creditors (by debt covenants), grantors, contributors, or laws or regulations of other governments; or (b) imposed by law through constitutional provisions or enabling legislation.

Committed – Amounts that can be used only for specific purposes determined by a formal action (resolution) of the Board, the CRA's highest level of decision making authority. Commitments may be changed or lifted only by the Board taking the same formal action (resolution) that imposed the constraints originally. Resources accumulated pursuant to stabilization arrangements are reported in this category only if they are specific and nonrecurring.

Assigned – Amounts intended to be used by the CRA for specific purposes. According to the CRA's fund balance policy, this includes spendable fund balance amounts established by the Board or CRA Management that are neither restricted nor committed. The CRA's fund balance policy does not describe the specific action required to assign fund balance.

Unassigned – Includes the residual classification for the general fund. This classification represents fund balance that is spendable and that has not been restricted, committed, or assigned to specific purposes within the general fund.

**CITY OF SEBRING
COMMUNITY REDEVELOPMENT AGENCY
(A COMPONENT UNIT OF THE
CITY OF SEBRING, FLORIDA)
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Fund Balances (Continued)

When an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available, the CRA considers restricted to have been spent first. When an expenditure is incurred for which committed, assigned, or unassigned fund balances are available, the CRA considers amounts to have been spent first out of committed funds, then assigned funds, and finally unassigned funds.

The CRA's fund balance is restricted for community redevelopment.

Net Position

Net position represents the difference between assets and deferred outflows of resources, and liabilities and deferred inflows of resources. Net position is reported as restricted when there are limitations imposed on their use either through the enabling legislation adopted by the CRA or through external restrictions imposed by creditors, grantors or laws or regulations of other governments.

Use of Estimates

The preparation of the financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

NOTE 2 DEPOSITS AND INVESTMENTS

Cash and cash equivalents as of September 30, 2020 consisted of:

Deposits	\$ 15,740
Florida PRIME	1,388,516
Total	<u>\$ 1,404,256</u>

Custodial Credit Risk is defined as the risk that, in the event of failure of the counterparty, the CRA will not be able to recover the value of its deposits and securities that are in the possession of an outside party. Bank balances of the CRA's deposits at September 30, 2020 were \$15,740.

All balances in excess of the Federal Deposit Insurance Corporation (FDIC) for demand and time deposits are fully collateralized pursuant to Chapter 280, Florida Statutes. The City's investment policy requires that the deposit be entirely covered by federal depository insurance or by collateral pledged with the State Treasurer pursuant to Chapter 280, Florida Statutes. Under this Chapter, in the event of default by a participating financial institution (a qualified public depository), all participating institutions are obligated to reimburse the governmental entity for the loss. Other than the preceding, the CRA has no policy on custodial credit risk.

**CITY OF SEBRING
COMMUNITY REDEVELOPMENT AGENCY
(A COMPONENT UNIT OF THE
CITY OF SEBRING, FLORIDA)
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020**

NOTE 2 DEPOSITS AND INVESTMENTS (CONTINUED)

The CRA invests funds throughout the year with Florida PRIME, an investment pool administered by the State Board of Administration, under the regulatory oversight of the state of Florida. Investments in Florida PRIME are made pursuant to Chapter 125.31, Florida Statutes. The investments are not categorized because they are not evidenced by securities that exist in physical or book entry form.

Throughout the year and as of September 30, 2020, Florida PRIME contained certain floating and adjustable rate securities which were indexed based on the prime rate and/or one and three-month London Interbank Offered Rate (LIBOR) rates. These investments represented 17.8% of Florida PRIME's portfolio at September 30, 2020.

Florida PRIME meets all of the necessary criteria to elect to measure all of the investments in Florida PRIME at amortized cost, as a cash equivalent.

The dollar weighted average days to maturity (WAM) of Florida PRIME as of September 30, 2020 was 48 days. Next interest rate reset dates for floating securities are used in the calculation of the WAM. The weighted average life (WAL) of the Florida PRIME at September 30, 2020 was 63 days. Investments in Florida PRIME must carry an "AAAm" rating from Standard and Poor's. On September 30, 2020, Standard and Poor's Ratings Services assigned the Florida PRIME an "AAAm" principal stability funding rating.

With regard to redemption gates, Chapter 218.409(8)(a), Florida Statutes, states that "The principal, and any part thereof, of each account constituting the trust fund is subject to payment at any time from the moneys in the trust fund. However, the executive director may, in good faith, on the occurrence of an event that has a material impact on liquidity or operations of the trust fund, for 48 hours limit contributions to or withdrawals from the trust fund to ensure that the board can invest moneys entrusted to it in exercising its fiduciary responsibility. Such action must be immediately disclosed to all participants, the trustees, the Joint Legislative Auditing Committee, and the Investment Advisory Council. The trustees shall convene an emergency meeting as soon as practicable from the time the executive director has instituted such measures and review the necessity of those measures. If the trustees are unable to convene an emergency meeting before the expiration of the 48-hour moratorium on contributions and withdrawals, the moratorium may be extended by the executive director until the trustees are able to meet to review the necessity for the moratorium. If the trustees agree with such measures, the trustees shall vote to continue the measures for up to an additional 15 days. The trustees must convene and vote to continue any such measures before the expiration of the time limit set, but in no case may the time limit set by the trustees exceed 15 days."

**CITY OF SEBRING
COMMUNITY REDEVELOPMENT AGENCY
(A COMPONENT UNIT OF THE
CITY OF SEBRING, FLORIDA)
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020**

NOTE 2 DEPOSITS AND INVESTMENTS (CONTINUED)

With regard to liquidity fees, Florida Statute 218.409(4) provides authority for the SBA to impose penalties for early withdrawal, subject to disclosure in the enrollment materials of the amount and purpose of such fees. At present, no such disclosure has been made.

As of September 30, 2020, there were no redemption fees, maximum transaction amounts, or any other requirements that serve to limit a participant's daily access to 100% of their account value.

NOTE 3 COMMITMENTS

The following is a summary of the projects in process and other commitments remaining at September 30, 2020:

	Commitment <u>Authorized</u>	Expended to September 30, 2020	Remaining <u>Commitment</u>
General Fund:			
Parking Lot Improvements	\$ 114,738	\$ 43,254	\$ 71,484
West Center Road and Sidewalk Improvements	<u>179,684</u>	<u>175,626</u>	<u>4,058</u>
Total	<u>\$ 294,422</u>	<u>\$ 218,880</u>	<u>\$ 75,542</u>

Other significant commitments include encumbrances outstanding totaling \$138,593.

NOTE 4 PERSONNEL COMMITMENTS

CRA personnel, employees of the City of Sebring, earn annual leave and sick leave in varying amounts. In the event of retirement or termination of employment, an employee is paid for vested accumulated unused annual leave. The cash benefit of compensated absences is determined by multiplying the employee's current wage rate by the number of hours of unused annual leave.

The following shows a change in compensated absences for the fiscal year ended September 30, 2020:

Compensated Absences - September 30, 2019	\$ 7,112
Additions to Compensated Absences	8,482
Reductions from Compensated Absences	<u>(4,042)</u>
Compensated Absences - September 30, 2020	<u>\$ 11,552</u>

**CITY OF SEBRING
COMMUNITY REDEVELOPMENT AGENCY
(A COMPONENT UNIT OF THE
CITY OF SEBRING, FLORIDA)
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020**

NOTE 5 RISK MANAGEMENT

The CRA is exposed to various risks of loss related to torts, theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. To protect against this risk the CRA is insured through the City's policy with Public Risk Management of Florida (PRM). The CRA is liable for the risk of loss of \$10,000 per occurrence. Insurance settlements have not exceeded insurance coverage in any of the three prior fiscal years.

NOTE 6 BUDGETARY COMPLIANCE

The CRA's actual expenditures for personnel services exceeded the final budget by \$5,045. This is due primarily to the CRA's portion of the additional City's health insurance fund true up at year-end

NOTE 7 SUBSEQUENT EVENTS

On December 23, 2020, the CRA entered into a direct placement agreement with a financial institution for \$1.5 million. The coupon rate on the bond is 1.82%. Interest is payable monthly, with four annual principal installments beginning April 1, 2021, with a final payment due April 1, 2024.

Additionally, the CRA purchased two properties within the district in October 2020 and one property in April 2021 that will be held for sale, totaling \$630,000 and \$195,000 respectively.

On November 13, 2020 received a donated property with an estimated land value of \$62,500. That property was subsequently demolished for \$210,288.



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**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED
IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

Board of Directors
City of Sebring Community
Redevelopment Agency
Sebring, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and the general fund of the City of Sebring Community Redevelopment Agency (CRA), a component unit of the City of Sebring, as of and for the year ended September 30, 2020, and the related notes to the financial statements, which collectively comprise the CRA's basic financial statements, and have issued our report thereon dated May 28, 2021.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the CRA's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the CRA's internal control. Accordingly, we do not express an opinion on the effectiveness of the CRA's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness yet important enough to merit attention by those charged with governance.

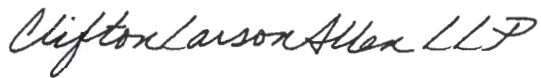
Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the CRA's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the CRA's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the CRA's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in cursive script that reads "CliftonLarsonAllen LLP".

CliftonLarsonAllen LLP

Sebring, Florida
May 28, 2021



CliftonLarsonAllen LLP
CLAconnect.com

MANAGEMENT LETTER

Board of Directors
City of Sebring Community
Redevelopment Agency
Sebring, Florida

Report on the Financial Statements

We have audited the financial statements of the City of Sebring Community Redevelopment Agency (CRA), a component unit of the City of Sebring, as of and for the fiscal year ended September 30, 2020, and have issued our report thereon dated May 28, 2021.

Auditors' Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Florida Auditor General.

Other Reporting Requirements

We have issued our Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*; and Independent Accountant's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated May 28, 2021, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding financial audit report. See the schedule of findings and responses for the status of prior year findings.

Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. Information regarding the specific legal authority for the entity is contained in Note 1 to the financial statements.

Financial Condition and Management

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the CRA has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific conditions(s) met. In connection with our audit, we determined that the CRA did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for the CRA. It is management's responsibility to monitor the CRA's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Section 10.554(1)(i)(2), Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. See finding 2020-001 in the schedule of findings and responses.

Special District Component Units

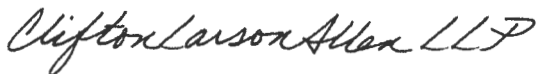
Section 10.554(1)(i)5.c., Rules of the Auditor General, requires, if appropriate, that we communicate the failure of a special district that is a component unit of a county, municipality, or special district, to provide the financial information necessary for proper reporting of the component unit, within the audited financial statements of the county, municipality, or special district in accordance with Section 218.39(3)(b), Florida Statutes. The CRA contains no component units.

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. Matters identified in our audit are reported in the Independent Accountants' Report on our testing of compliance with Sections 163.387(6) and (7), Florida Statutes.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, federal and other granting agencies, the CRA's Board of Directors and applicable management, and is not intended to be, and should not be, used by anyone other than these specified parties.



CliftonLarsonAllen LLP

Sebring, Florida
May 28, 2021

**CITY OF SEBRING
COMMUNITY REDEVELOPMENT AGENCY
(A COMPONENT UNIT OF THE
CITY OF SEBRING, FLORIDA)
SCHEDULE OF FINDINGS AND RESPONSES
YEAR ENDED SEPTEMBER 30, 2020**

SUMMARY OF PRIOR YEAR FINDINGS

Prior Year Findings		Current Year Status			Current Year Finding No.	2018-2019 Year Finding No.	2017-2018 Year Finding No.
		Cleared	Partially Cleared	Not Cleared			
Procurement	Deficiency in Internal Control			X	2020-001	2019-001*	N/A

* Procurement finding 2019-001 was reported in the City of Sebring, Florida's September 30, 2019 financial statements.

CURRENT YEAR FINDINGS AND RECOMMENDATIONS

2020-001 – Procurement

Type of Finding

- Deficiency in Internal Control

Condition: In the prior year, the CRA performed a construction project whereby the engineer for the project procured the subcontractors needed to perform additional services, rather than the CRA procuring the services directly in accordance with the City's purchasing policies. The engineer was not procured for the services provided by the subcontractor, therefore the CRA paid the subcontractor directly. Additionally, the requisition was not entered into the procurement approval process until two days after the work started.

Criteria or specific requirement: Purchasing policies ensure the procurement of services are done using a competitive process to ensure the best quality and cost is obtained when using public funds.

Effect: The CRA incurred expenditures on the project without a competitive procurement process.

Context: Testing of CRA expenditures identified the error. The procurement of the services took place during fiscal year 2019; however, the project expenditures continued into fiscal year 2020.

Cause: A misunderstanding between the CRA and City's purchasing agent in the initial planning meetings with the City for the project. The CRA thought the engineer under continuing contract could be utilized under the City purchasing policy to perform all aspects of the project and the City's purchasing agent was not aware of the dollar amount and types of additional services being provided until receiving the requisition for the services.

Recommendation: Management of the CRA should consult with the City's Finance Department when needed to ensure purchasing is in accordance with the purchasing policy.

**CITY OF SEBRING
COMMUNITY REDEVELOPMENT AGENCY
(A COMPONENT UNIT OF THE
CITY OF SEBRING, FLORIDA)
SCHEDULE OF FINDINGS AND RESPONSES
YEAR ENDED SEPTEMBER 30, 2020**

CURRENT YEAR FINDINGS AND RECOMMENDATIONS (CONTINUED)

2020-001 – Procurement (Continued)

Views of responsible officials and planned corrective actions: Management continues to consult with the City's Finance Department to ensure compliance with the City's purchasing policies.



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INDEPENDENT ACCOUNTANTS' REPORT

Board of Directors
City of Sebring Community
Redevelopment Agency
and the Florida Auditor General
Sebring, Florida

We have examined the City of Sebring Community Redevelopment Agency's (CRA) compliance with Section 218.415, Florida Statutes, regarding the investment of public funds, and Sections 163.387(6) and (7), Florida Statutes, regarding community redevelopment agencies, during the year ended September 30, 2020. Management of the CRA is responsible for the CRA's compliance with the specified requirements. Our responsibility is to express an opinion on the CRA's compliance with the specified requirements based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the CRA complied, in all material respects, with the specified requirements referenced above. An examination involves performing procedures to obtain evidence about whether the CRA complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

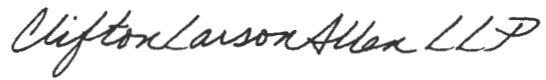
Our examination does not provide a legal determination on the CRA's compliance with specified requirements.

Our examination disclosed that the CRA did not submit the adopted budget to the Board of County Commissioners within 10 days of adoption, as required by Florida Statute 163.387(6)(b); and CRA expenditures exceeded the adopted budget at the legal level of budgetary control, as required by Florida Statute 189.016(3).

In our opinion, except for the items described in the preceding paragraph, the CRA complied, in all material respects, with Section 218.415, Florida Statutes, regarding the investment of public funds; and Sections 163.387(6) and (7), Florida Statutes, regarding community redevelopment agencies; during the year ended September 30, 2020.

Board of Directors
City of Sebring Community
Redevelopment Agency
and the Florida Auditor General

This report is intended solely for the information and use of the CRA and the Auditor General, state of Florida, and is not intended to be, and should not be, used by anyone other than these specified parties.

A handwritten signature in cursive script that reads "CliftonLarsonAllen LLP".

CliftonLarsonAllen LLP

Sebring, Florida
May 28, 2021

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: August 3, 2021

PRESENTER: Paul Blackman, Sheriff

SUBJECT/TITLE: Request approval of Budget Amendment 20-21-115 to provide additional funding for a K-9 dog cage.

STATEMENT OF ISSUE

When the original purchase order was prepared on 11/06/20, the vendor's quote on 10/13/20 included a dog cage for \$2,600 but there was a potential issue where the K-9 could access the airbag and be injured. A revised quote was received on 7/8/21 with a different dog cage and a cost of \$3,781 (including Shipping), resulting in an increase of \$1,181. The account had an available balance of \$8 so this budget amendment is transferring the necessary remaining balance of \$1,173.

RECOMMENDED ACTION

Move to approve budget amendment 20-21-115 to provide additional funds for a different dog cage.

FISCAL IMPACT

There is no fiscal impact to Fund 151 (Infrastructure Surtax) or the overall budget as this budget amendment is transferring \$1,173 from Cost Center 2111A (Central Services - 151) to Cost Center 3101B (Sheriff - 151), account 56400 (Machinery & Equipment).

Attachments: [20-21-115 Setaside Funds - Capital Outlay \\$25K transfer to Sheriff 151 3101B \(BA\).pdf](#)
[20-21-115 Sheriff K-9 Dog Box PO_Add'l Funding.pdf](#)

July 8, 2021

O.M.B DEPARTMENT

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

DATE: 7/8/2021 HIGHLANDS COUNTY FLORIDA

SUBMITTED BY: OMB

FUND(S): 151 FUND TITLE(S): Local Govt Infrastructure Surtax COST CENTER(S) #: 2111A / 3101B
PROJECT(S) #: _____ PROJECT TITLE(S): _____ COST CENTER TITLE(S): Central Services/ F 151 / Sheriff - 151
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	151	2111A	56400	Machinery & Equipment		80,432.00		1,173.00	79,259.00
E	151	3101B	56400	Machinery & Equipment		360,000.00	1,173.00		361,173.00
									0.00
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: To transfer funds from the set-a-side funds for Capital Outlay under \$25K in order to cover the Sheriff's shortfall for a Dog Box for one of their Animal Control Vehicles.

OFFICE USE ONLY

OMB RECOMMENDATION:

 Approval _____
Denial _____

REQUEST # 20-21-115

TRANSFER TYPE:

ACTION:

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

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

SIGNATURE: _____

Signature: _____

DATE: ____ / ____ / ____

Posted by Clerk: _____



HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS
PURCHASING DIVISION
600 SOUTH COMMERCE AVE.
SEBRING, FL 33870-3809
(863) 402-6526 FAX: (863) 402-6735
web site: www.hcbcc.net

PURCHASE ORDER NO. 210620

PAGE NO. 1

THIS PURCHASE ORDER NUMBER MUST
APPEAR ON ALL PACKAGES, INVOICES
AND CORRESPONDENCE.

VENDOR 22733
LIGHTNING WIRELESS SOLUTIONS INC
DBA LIGHTNING FLEET SOLUTIONS
5500 DIVISION DR
FORT MYERS FL 33905

SHIP TO HIGHLANDS CNTY SHERIFFS OFFICE
ACCEPT DELIVERIES M-F 8AM-5PM
400 S. EUCALYPTUS STREET
SEBRING FL 33870-3720
ATTN: BECKY TYSON

REQUESTOR: kmiddlet

CONT/BID#: CON-PW18-10MM EXP 02/03/2021

INCLUDE INVOICE OR MAIL TO THE SHIP TO ADDRESS

ORDER DATE: 11/06/20		BUYER: LDELOACH		REQ. NO. 210660R	REQ. DATE:
TERMS: NET 30 DAYS		F.O.B.:		DESC.: DEPARTMENT TO SCHEDULE	
ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	EA	EQUIP 2021 FORD F-150 POLICE PACKAGE K9 TRUCK	13712.0000	13,712.00

We need a change order increase of \$1,181.00 for PO# 210620. The dog cage listed on page 2 of original quote #10523 (American Aluminum EZIK-F150_2015 \$2,600.00) has to be replaced with cage listed on quote#12662 (\$3,781.00). Attached are the approved quotes for your reference.

Should you have any questions, please do not hesitate to contact us. Thanks

Larissa De Arce
General Services Manager
Highlands County Sheriff's Office
400 S. Eucalyptus St, Sebring, Fl. 33870
P: (863)402-7266 F: (863)402-7344
ldearce@highlandssheriff.org
purchasing@highlandssheriff.org

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	13,712.00
01	3101B 56400	13,712.00		TOTAL \$	13,712.00
				1. EACH SHIPMENT MUST BE COVERED BY A SEPARATE INVOICE.	
				2. MAKE ALL SHIPMENTS AS SHOWN ABOVE. HIGHLANDS COUNTY BOARD IS EXEMPT FROM STATE SALES AND USE TAX. CERTIFICATE NO. 85-8013878621C-1	
				FEDERAL TAX EXEMPT NO. 59-6000655 FOR HC BOCC.	
				3. VENDOR MUST HAVE P.O. IN POSSESSION BEFORE DELIVERY OF ANY MERCHANDISE.	
				4. SUBMIT MATERIAL SAFETY DATA SHEETS FOR SUBSTANCES FOUND ON THE CURRENT FLORIDA TOXIC SUBSTANCE LIST, IN ACCORDANCE WITH FLORIDA STATUTES CHAPTER 422.106.	
				TERMS AND CONDITIONS FOR THIS PURCHASE ORDER CAN BE VIEWED ON THE COMPANY'S WEBSITE:	
				http://bit.ly/POTerms	

RECEIVED BY:

DATE



LIGHTNING FLEET SOLUTIONS
A Division of Lightning Wireless Solutions, Inc.



Fort Myers
Corp. Headquarters
5500 Division Drive
Fort Myers, FL 33905
(239) 481-8700
MV98303

Sarasota
Branch Location
4520 McAshton Street
Sarasota, FL 34233
(941) 413-5130
MV98584

Name / Address

Highlands County Sheriff's Office
Accounts Payable
434 Fernleaf Ave
Sebring, FL 33870

Date Quote

10/13/2020

10523

Description	Qty	Rate	Total
Havis UT-1003 Universal Rugged Cradle for approximately 11"-14" Computing Devices, with Added Depth	1	245.00	245.00
Havis CG-X Charge Guard	1	105.00	105.00
Insight Brother PJ722 PocketJet 7 200dpi Thermal Printer with USB (Only includes the printer)	1	315.00	315.00
Insight Brother LB3692 Car adapter wired, 14' length	1	26.00	26.00
Insight LB3602 USB Cable, 4 pin USB Type AMale to Mini-USB Type BMale	1	12.00	12.00
American Aluminum EZIK-F150_2015-... EZ Rider 1/3 Prisoner 2/3 K-9 for a 2015 Ford F-150, Exits driver side	1	2,600.00	2,600.00
** Includes Door Panels and Window Guards **			
** 38.5"W x 29.25"D x 38"H **			
*** CUSTOMER WILL USE THE OEM SEAT ***			
PC_Matte MATTE Black Powder Coating			
Rubber Mat, Small Deluxe, Non-Toxic, Custom Fit Rubber Liner			
LIGHT KIT LED ... LIGHT KIT-LED (RED & WHITE)			
Ace HP-5020 K9 Hot-N-Pop® PRO Temperature Alarm & Door Opening System	1	1,250.00	1,250.00
Includes Horn Activation, Siren Activation, Light Activation, Dual Window Drop and One Door Pop Remote with Holster.			
Ace HA-FKT-10-P Optional 10" Fan, Activation Module, Manual Switch & Materials	1	235.00	235.00
Ace HA-FWG, Heavy-Duty Fan Guard *does not fit Dodge Charger or Havis Inserts*	1	82.00	82.00
Ace H-NKLBK-P No K9 Left Behind Kit for Pro series products with PRM	1	65.00	65.00
Ace HAP-EVS-K, Engine stall sensor	1	75.00	75.00
Ace K9 HA-CMD-P, Carbon Monoxide Detector & Interface Module	1	160.00	160.00
Ace K9 AWD-7040, AceWatchDog™ for use with Pro Alarm Systems; AceWatchDog Server Service is \$168.00 Per Year and the First Year is Included with New Unit	1	875.00	875.00
Westin 36-52065PB Pit Bar Elite XD For 2018-2020 F-150 Responder ***For 2021 F150***	1	325.00	325.00
Westin 36-6005W2 2 Light Channel Kit For Whelen ION series	1	28.00	28.00
Shipping	1	425.00	425.00
Vehicle Tinting 2 Front Windows Legal With Visor Strip	1	140.00	140.00
Labor - Vehicle Equipment Installation @Sarasota Shop	1	1,950.00	1,950.00

Replacing this dog cage w/ the one
On Quote #12662

To accept this quote please sign below or attach a PO and return to our office.
Please send to Orders@lwsinc.net
Quote is valid for 60 days and pricing is subject to change at the time of order.

Subtotal

Sales Tax (0.0%)

Total

Signature

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: August 3, 2021

PRESENTER: Penny Ogg, Supervisor of Elections

SUBJECT/TITLE: Request approval of Budget Amendment 20-21-117 and Resolution to assign and appropriate Project 20063 Elections Security Grant

STATEMENT OF ISSUE

The Supervisor of Elections' office has been awarded a 2021 Elections Security grant to address the needs identified in conjunction with the assessment by the Department of State's cybersecurity team and ensure compliance with the 2020 updated MOA for Minimum Security Standards for the Florida Voter Registration System. There is no county match requirement.

RECOMMENDED ACTION

Move to approve budget amendment 20-21-117 and resolution to appropriate funds for the 2021 Elections Security grant.

FISCAL IMPACT

The fiscal impact is an increase to Fund 005 (General) and the overall budget in the amount of \$63,410.84 which is being appropriated in Project 20063 Elections Security Funds 2021, accounts 53100Z Project Professional Svcs and 54600Z Project Repair & Maintenance in the amounts of \$48,980.76 and \$14,430.08, respectively.

Attachments: [20-21-117 Proj 20063 SOE Elections Security Grant 2021 \(BA\).pdf](#)
[20-21-117R Proj 20063 SOE Election Security Funds 2021.pdf](#)
[20-21-117 Complete Application.pdf](#)

BOARD OF COUNTY COMMISSIONERS

July 20, 2021

O.M.B DEPARTMENT

HIGHLANDS COUNTY FLORIDA

BUDGET AMENDMENTS

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

DATE: 7/19/2021

SUBMITTED BY: SOE Finance/Project Manager

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

PROJECT(S) #:	20063	PROJECT TITLE(S):	Elections Security Funds 2021	COST CENTER TITLE(S):	SUPERVISOR OF ELECTIONS
---------------	--------------	-------------------	--------------------------------------	-----------------------	--------------------------------

*list additional cost centers on reverse side of form

[illegible]

REASON: To assign and appropriate Project 20063 Election Security Grant funds for 2021.

OFFICE USE ONLY

OMB RECOMMENDATION:

REQUEST # 20-21-117

TRANSFER TYPE:

Approval

ACTION:

Board	<u> </u>	Approved	<u> </u>	Denied
County Administrator	<u> </u>	Approved	<u> </u>	Denied

ITEM TO ITEM
RESERVE
XX BY RESOLUTION
SUPPLEMENTAL BUDGET

SIGNATURE: _____

Signature: _____

DATE: / /

Posted by Clerk:

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 appropriate the Elections Security Grant Funds 2021 for the Supervisor of Elections Project # 20063 to be used for allowable expenses in addressing continuing election security needs specifically identified in coordination with an assessment conducted between the SOE and the Dept of State's cyber security navigator team to comply with the 2020 Memorandum of Agreement for the Florida Voter Registration System's Minimum Security Standards; and

WHEREAS, to provide additional resources in the amount of \$63,410.84 to accomplish said need.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Highlands County, Florida this ____ day of _____, 2021 that budget amendment 20-21-117 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

Applicant Information

- a. **Organization Name:** Highlands County Supervisor of Elections
b. **FEID:** 59-2201308
c. **Phone number:** 863.402.6655
d. **Principal Address:**
e. **Mailing Address:**
f. **Website:** <http://www.votehighlands.com>
g. **Organization Type:** CountyGovernment
h. **Organization Category:** GovernmentSupervisorOfElections
i. **County:** Highlands
j. **DUNS number:**
k. **Fiscal Year End Date:** 09/30

Application Instructions

Check applicable boxes and enter requested amount under each applicable category of expenses:

I. Multi-Factor Authentication

	Federal HAVA Funds	County Matching Funds	Other County Funds	Interest
Current Federal Election Administration Activities Funds	N/A	N/A	N/A	N/A
Prior Years' Federal Election Administration Activities Roll Over Funds	N/A	N/A	N/A	N/A
Prior Years' Voter Education Roll Over Funds	N/A	N/A	N/A	N/A
Anticipated Amount of Request for ESF Funds	☒	N/A	N/A	N/A

Reimbursement: 7,449

Advance: 0

II. Vulnerability Management

	Federal HAVA Funds	County Matching Funds	Other County Funds	Interest
Current Federal Election Administration Activities Funds	N/A	N/A	N/A	N/A
Prior Years' Federal Election Administration Activities Roll Over Funds	N/A	N/A	N/A	N/A
Prior Years' Voter Education Roll Over Funds	N/A	N/A	N/A	N/A
Anticipated Amount of Request for ESF Funds	☒	N/A	N/A	N/A

Reimbursement: 7,449

Advance: 0

III. Email Security

	Federal HAVA Funds	County Matching Funds	Other County Funds	Interest
Current Federal Election Administration Activities Funds	N/A	N/A	N/A	N/A
Prior Years' Federal Election Administration Activities Roll Over Funds	N/A	N/A	N/A	N/A
Prior Years' Voter Education Roll Over Funds	N/A	N/A	N/A	N/A
Anticipated Amount of Request for ESF Funds	☒	N/A	N/A	N/A

Reimbursement: 7,568

Advance: 0

IV. Network Hygiene, Segmentation, & Security

	Federal HAVA Funds	County Matching Funds	Other County Funds	Interest
Current Federal Election Administration Activities Funds	N/A	N/A	N/A	N/A
Prior Years' Federal Election Administration Activities Roll Over Funds	N/A	N/A	N/A	N/A
Prior Years' Voter Education Roll Over Funds	N/A	N/A	N/A	N/A
Anticipated Amount of Request for ESF Funds	☒	N/A	N/A	N/A

Reimbursement: 7,449

Advance: 0

V. Endpoint Hygiene Security

	Federal HAVA Funds	County Matching Funds	Other County Funds	Interest
Current Federal Election Administration Activities Funds	N/A	N/A	N/A	N/A
Prior Years' Federal Election Administration Activities Roll Over Funds	N/A	N/A	N/A	N/A
Prior Years' Voter Education Roll Over Funds	N/A	N/A	N/A	N/A
Anticipated Amount of Request for ESF Funds	☒	N/A	N/A	N/A

Reimbursement: 8,306

Advance: 0

VI. Physical Security & Other Needs

	Federal HAVA Funds	County Matching Funds	Other County Funds	Interest
Current Federal Election Administration Activities Funds	N/A	N/A	N/A	N/A
Prior Years' Federal Election Administration Activities Roll Over Funds	N/A	N/A	N/A	N/A
Prior Years' Voter Education Roll Over Funds	N/A	N/A	N/A	N/A
Anticipated Amount of Request for ESF Funds	☒	N/A	N/A	N/A

Reimbursement: 25,188

Advance: 0

1. Performance Goals:

To address election security needs identified in conjunction with the assessment by the Department of State's cybersecurity team and ensure compliance with the 2020 Updated Memorandum of Agreement for Minimum Security Standards for the Florida Voter Registration System.

2. Performance Measures:

- To purchase and/or obligate funds for goods and/or services no later than June 30, 2021.
- To pay for such goods and/or services by September 15, 2021.
- To implement goods and/or services no later than December 31, 2021 so that the Department can conduct a post-award assessment of Sub-recipient's election security needs to determine whether the election security needs have been implemented and/or otherwise satisfied by the grant as approved and distributed by the Department.

3. **Budget requested:**

Reimbursement:
\$63,410.84

Advance:

Total Budget: \$63,410.84

4. ☒ **Memorandum of Agreement for Election Security is attached.**

Link to download [Memorandum of Agreement](#)

Name	Size	Location
MOA 2021 Election Security Funds	241 [KB]	View file

5. ☒ **Memorandum of Agreement for FVRS Minimum Security Standards is attached (only if NOT already executed and on file with the Department of State).**

Name	Size	Location
MOA for Minimum Security Standards_UpdatedFINAL20200723	(003)1298 [KB]	View file

6. Link to download [Attachment A – Detailed Election Security Improvement Plan](#). This is for download purposes only. Submission will be through alternate secure manner and time prescribed by Department.

7. ☒ **Certificate Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions (ED Form) is attached.**

Link to download [Attachment B-Certification of Debarment and Suspension](#).

Name	Size	Location
ED Form GCS-00995	[KB]	View file

8. Link to download [Attachment C- Final Expenditure Report](#). This is for download purposes only. Submission will be through alternate secure manner and time prescribed in Part II of this document by Department.

9. **Audit Requirements**

Link to download [Attachment D- Audit Requirements](#). This is for download purposes only. Please adhere to timeline for submission and follow process under "Single Audit Act" tab under your Organization Details Page in DOS Online Grants System.

10. **Property Inventory**

Link to download [Attachment E – Property Inventory](#). This is for download purposes only. Complete (if applicable threshold met) and maintain locally.

☒ I hereby certify that I am authorized to submit this application on behalf of **Highlands County Supervisor of Elections** and that all information indicated is true and accurate. I acknowledge that my electronic signature below shall have the same legal effect as my written signature. I am aware that making a false statement or representation to the Department of State constitutes a third degree felony as provided for in s. 817.155, F.S., punishable as provided for by ss. 775.082, 775.083, and 775.084.

Signature (Enter first and last name)

Karen Healy

07/01/2020 - 06/30/2021

SPI
DATE: 07/01/2021
TIME: 09:20:22

HIGHLANDS ELECTIONS
CHECK REGISTER - BY FUND

PAGE NUMBER: 1
ACCTPA21

SELECTION CRITERIA: transact.check_no in ('41547','41620','41630','41718','41650')
ACCOUNTING PERIOD: 10/21

FUND - 055 - GENERAL FUND

CASH ACCT	CHECK NO	ISSUE DT	VENDOR	NAME	FD/COST CNTR	ACCT	DESCRIPTION	SALES TAX	AMOUNT
101000	41547	07/27/20	620	ROBERT W GERMAINE	2442	54100	COMCAST INTERNET	0.00	700.39
101000	41547	07/27/20	620	ROBERT W GERMAINE	2442	54600	SURV & ACCESS SWARE	0.00	728.75
101000	41547	07/27/20	620	ROBERT W GERMAINE	2442	54100	9. JUNE POSTAGE	0.00	1,806.65
	TOTAL CHECK							0.00	3,235.79
101000	41620	10/12/20	699	JEROME KASZUBOWSKI	2442	54600	FY19/20 SURVEILLANC	0.00	2,018.53
101000	41630	10/30/20	699	JEROME KASZUBOWSKI	2442	53100	JUL-SEP IT SUPPORT	0.00	11,480.76
101000	41650	11/13/20	699	JEROME KASZUBOWSKI	2442	54100	1. OCT POSTAGE	0.00	3,741.87
101000	41650	11/13/20	699	JEROME KASZUBOWSKI	2442	54600	20/21 PARTIAL MAINT	0.00	8,199.27
	TOTAL CHECK							0.00	11,941.14
101000	41718	04/15/21	699	JEROME KASZUBOWSKI	2442	54100	6. MAR POSTAGE	0.00	272.85
101000	41718	04/15/21	699	JEROME KASZUBOWSKI	2442	54600	SURV/ACC SW & MAINT	0.00	3,483.53
	TOTAL CHECK							0.00	3,756.38
	TOTAL CASH ACCOUNT							0.00	32,432.60
	TOTAL FUND							0.00	32,432.60
	TOTAL REPORT							0.00	32,432.60

TOTAL \$25,910.84

3rd Quarter April-June IT Personnel Support

\$12,500.00

TOTAL

\$38,410.84

1st Quarter Oct-Dec

\$12,500.00

2nd Quarter Jan-Mar Personnel Support

\$12,500.00

TOTAL

\$63,410.84

HIGHLANDS COUNTY CLERK OF COURT
ATTN: FINANCE
590 S COMMERCE AVE
SEBRING, FL 33870-0000

PHONE: 863-402-6574
FAX: 863-402-6828

CUSTOMER NO: 0000001003

SUPERVISOR OF ELECTIONS
HIGHLANDS COUNTY
580 S COMMERCE AVE
SEBRING, FL 33870

INVOICE: EL00002212 PAGE 1
DATE: Jul 22, 2020 OF 1
SERVICE: ELECTED OFFICIAL BILLING
CUSTOMER PO:
CUSTOMER PH: 941-386-6655x
TERMS: DUE 30 DAYS

DUE DATE: Aug 21, 2020

SERVICE ADDRESS:

SUPERVISOR OF ELECTIONS
HIGHLANDS COUNTY
580 S COMMERCE AVE
SEBRING, FL 33870

-----DESCRIPTION-----	QTY----	UNIT PRICE	-TOTAL PRICE-	TAX
541DD IT200115-INTERNET&CONNECT COMCAST OCT - JUNE	1.00	700.39	700.39	N
14602 IT200115-SURV & ACCESS - SOFTWARE	1.00	728.75	728.75	N

PAID

JUL 27 2020

Per LM

TOTAL CHARGES:	1,429.14
TOTAL TAX:	0.00
TOTAL INVOICE:	1,429.14
PAYMENTS:	0.00
ADJUSTMENTS:	0.00
TOTAL DUE:	1,429.14

HIGHLANDS COUNTY CLERK OF COURT
ATTN: FINANCE
590 S COMMERCE AVE
SEBRING, FL 33870-0000

PHONE: 863-402-6574
FAX: 863-402-6828

CUSTOMER NO: 0000001003

SUPERVISOR OF ELECTIONS
HIGHLANDS COUNTY
580 S COMMERCE AVE
SEBRING, FL 33870

INVOICE: EL00002273 PAGE 1
DATE: Oct 12, 2020 OF 1
SERVICE: ELECTED OFFICIAL BILLING
CUSTOMER PO:
CUSTOMER PH: 941-386-6655x
TERMS: DUE 30 DAYS

DUE DATE: Nov 11, 2020

SERVICE ADDRESS:

SUPERVISOR OF ELECTIONS
HIGHLANDS COUNTY
580 S COMMERCE AVE
SEBRING, FL 33870

-----DESCRIPTION-----	QTY----	UNIT PRICE	-TOTAL PRICE- TAX
SURVEILLANCE/ACCESS MAINT FY19-20	1.00	2,018.53	2,018.53 N

54600

PAID

OCT 12 2020

Per LM

TOTAL CHARGES:	2,018.53
TOTAL TAX:	0.00

TOTAL INVOICE:	2,018.53
PAYMENTS:	0.00
ADJUSTMENTS:	0.00
TOTAL DUE:	2,018.53

HIGHLANDS COUNTY CLERK OF COURT
ATTN: FINANCE
590 S COMMERCE AVE
SEBRING, FL 33870-0000

PHONE: 863-402-6574
FAX: 863-402-6828

CUSTOMER NO: 0000001003

SUPERVISOR OF ELECTIONS
HIGHLANDS COUNTY
580 S COMMERCE AVE
SEBRING, FL 33870

INVOICE: EL00002276 PAGE 1
DATE: Oct 20, 2020 OF 1

SERVICE: ELECTED OFFICIAL BILLING
CUSTOMER PO:
CUSTOMER PH: 941-386-6655x
TERMS: DUE 30 DAYS

DUE DATE: Nov 19, 2020

SERVICE ADDRESS:

SUPERVISOR OF ELECTIONS
HIGHLANDS COUNTY
580 S COMMERCE AVE
SEBRING, FL 33870

-----DESCRIPTION-----	QTY----	UNIT PRICE	-TOTAL PRICE-	TAX
JUL-SEP IT SUPPORT	1.00	11,480.76	11,480.76	N

PAID

OCT 30 2020

Per LM

TOTAL CHARGES:	11,480.76
TOTAL TAX:	0.00
TOTAL INVOICE:	11,480.76
PAYMENTS:	0.00
ADJUSTMENTS:	0.00
TOTAL DUE:	11,480.76

HIGHLANDS COUNTY CLERK OF COURT ✓
ATTN: FINANCE
590 S COMMERCE AVE
SEBRING, FL 33870-0000

PHONE: 863-402-6574
FAX: 863-402-6828

CUSTOMER NO: 0000001003

SUPERVISOR OF ELECTIONS
HIGHLANDS COUNTY
580 S COMMERCE AVE
SEBRING, FL 33870

INVOICE: EL00002290 ✓ PAGE 1
DATE: Nov 09, 2020 ✓ OF 1
SERVICE: ELECTED OFFICIAL BILLING
CUSTOMER PO:
CUSTOMER PH: 941-386-6655x
TERMS: DUE 30 DAYS

DUE DATE: Dec 09, 2020

SERVICE ADDRESS:

SUPERVISOR OF ELECTIONS
HIGHLANDS COUNTY
580 S COMMERCE AVE
SEBRING, FL 33870

-----DESCRIPTION-----	QTY----	UNIT PRICE	-TOTAL PRICE-	TAX
FY20-21 PARTIAL MAINT-IT210010 ✓	1.00	7,712.64	7,712.64	N
FY20-21 PARTIAL MAINT-IF210010	1.00	486.63	486.63	N ✓

PAID

NOV 13 2020

Per LM

TOTAL CHARGES:	8,199.27
TOTAL TAX:	0.00
TOTAL INVOICE:	8,199.27
PAYMENTS:	0.00
ADJUSTMENTS:	0.00
TOTAL DUE:	8,199.27 ✓

INVOICE

Highlands County Clerk of Court

INVOICE - IT210010
DATE: NOVEMBER 6, 2020

Information Technology
590 S. Commerce Ave.
Sebring, FL 33870
Phone 863-402-6971 Fax 863-402-6773
tharalson@hcclerk.org

TO	PENNY OGG
	Partial invoicing for F/Y 20-21 maintenance

ISSUED BY	AUTHORIZATION	DATE ISSUED
TH	PO	10/01/2020

QTY	DESCRIPTION	ACCOUNT	UNIT PRICE	TOTAL
1	Productivity Software Category 1-6	100-53119	\$7,196.49	\$7,196.49
1	Security Awareness Training Category 3	100-53119	\$118.57	\$ 118.57
1	Desktop Management Category 5	100-53119	\$152.91	\$ 152.91
1	Client Device Management Category 5	100-53119	\$244.67	\$ 244.67
1	ID Card Printing Category 6	100-54609	\$27.16	\$ 27.16
1	Security Information and Event Category 5	100-54609	\$459.47	\$ 459.47
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
Total Due				\$8,199.27

THANK YOU!

HIGHLANDS COUNTY CLERK OF COURT
ATTN: FINANCE
590 S COMMERCE AVE
SEBRING, FL 33870-0000

PHONE: 863-402-6574
FAX: 863-402-6828

CUSTOMER NO: 0000001003

SUPERVISOR OF ELECTIONS
HIGHLANDS COUNTY
580 S COMMERCE AVE
SEBRING, FL 33870

INVOICE: EL00002365 PAGE 1
DATE: Apr 12, 2021 OF 1
SERVICE: ELECTED OFFICIAL BILLING
CUSTOMER PO:
CUSTOMER PH: 941-386-6655x
TERMS: DUE 30 DAYS

DUE DATE: May 12, 2021

SERVICE ADDRESS:

SUPERVISOR OF ELECTIONS
HIGHLANDS COUNTY
580 S COMMERCE AVE
SEBRING, FL 33870

-----DESCRIPTION-----	QTY----	UNIT PRICE	-TOTAL PRICE- TAX
SURVEILLANCE/ACCESS MAINT Q1&2	1.00	2,682.98	2,682.98 N
SURV/ACCESS GENETEC SOFTWARE	1.00	800.55	800.55 N

PAID

APR 15 2021

Per db

TOTAL CHARGES:	3,483.53
TOTAL TAX:	0.00
TOTAL INVOICE:	3,483.53
PAYMENTS:	0.00
ADJUSTMENTS:	0.00
TOTAL DUE:	3,483.53

HIGHLANDS COUNTY CLERK OF COURT
ATTN: FINANCE
590 S COMMERCE AVE
SEBRING, FL 33870-0000

PHONE: 863-402-6574
FAX: 863-402-6828

CUSTOMER NO: 0000001003

SUPERVISOR OF ELECTIONS
HIGHLANDS COUNTY
580 S COMMERCE AVE
SEBRING, FL 33870

INVOICE: EL00002392 PAGE 1
DATE: Jun 30, 2021 OF 1

SERVICE: ELECTED OFFICIAL BILLING
CUSTOMER PO:
CUSTOMER PH: 941-386-6655x
TERMS: DUE 30 DAYS

DUE DATE: Jul 30, 2021

SERVICE ADDRESS:

SUPERVISOR OF ELECTIONS
HIGHLANDS COUNTY
580 S COMMERCE AVE
SEBRING, FL 33870

-----DESCRIPTION-----	QTY----	UNIT PRICE	-TOTAL PRICE- TAX
IT PERSONNEL SUPPORT	1.00	12,500.00	12,500.00 N

TOTAL CHARGES:	12,500.00
TOTAL TAX:	0.00
TOTAL INVOICE:	12,500.00
PAYMENTS:	0.00
ADJUSTMENTS:	0.00
TOTAL DUE:	12,500.00

INVOICE - IT210081
DATE: JUNE 30, 2021

Information Technology
590 S. Commerce Ave.
Sebring, FL 33870
Phone 863-402-6971 Fax 863-402-6773
tharalson@hcclerk.org

TO	PENNY OGG Supervisor of Elections
	FY20-21 - QTR 3

ISSUED BY	AUTHORIZATION	DATE ISSUED
TH	PO	04/01/2021 - 06/30/2021

QTY	DESCRIPTION	REV ACCOUNT	UNIT PRICE	TOTAL
1	IT Personnel Support for SOE hardware and software	008-3699000	\$12,500.00	\$12,500.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
			Total Due	\$12,500.00

145

HIGHLANDS COUNTY CLERK OF COURT
ATTN: FINANCE
590 S COMMERCE AVE
SEBRING, FL 33870-0000

PHONE: 863-402-6574
FAX: 863-402-6828

CUSTOMER NO: 0000001003

SUPERVISOR OF ELECTIONS
HIGHLANDS COUNTY
580 S COMMERCE AVE
SEBRING, FL 33870

INVOICE: EL00002372 PAGE 1
DATE: Apr 21, 2021 OF 1
SERVICE: ELECTED OFFICIAL BILLING
CUSTOMER PO:
CUSTOMER PH: 941-386-6655x
TERMS: DUE 30 DAYS

DUE DATE: May 21, 2021

SERVICE ADDRESS:

SUPERVISOR OF ELECTIONS
HIGHLANDS COUNTY
580 S COMMERCE AVE
SEBRING, FL 33870

-----DESCRIPTION-----	QTY----	UNIT PRICE	-TOTAL PRICE- TAX
IT SUPPORT-2ND QTR	1.00	12,500.00	12,500.00 N

PER JACKIE, 6/30,
INCLUDE 3RD QTR.
SHE WILL HAVE
TWILA BILL US.
db

TOTAL CHARGES:	12,500.00
TOTAL TAX:	0.00
TOTAL INVOICE:	12,500.00
PAYMENTS:	0.00
ADJUSTMENTS:	0.00
TOTAL DUE:	12,500.00

INVOICE

Highlands County Clerk of Court

INVOICE - IT210064
DATE: APRIL 8, 2021

Information Technology
590 S. Commerce Ave.
Sebring, FL 33870
Phone 863-402-6971 Fax 863-402-6773
tharalson@hcclerk.org

TO	PENNY OGG Supervisor of Elections
	FY20-21 - QTR 2

ISSUED BY	AUTHORIZATION	DATE ISSUED
TH	PO	01/01/2021 - 03/31/2021

QTY	DESCRIPTION	REV ACCOUNT	UNIT PRICE	TOTAL
1	IT Personnel Support for SOE hardware and software	008-3699000	\$12,500.00	\$12,500.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
			Total Due	\$12,500.00

THANK YOU!

HIGHLANDS COUNTY CLERK OF COURT
ATTN: FINANCE
590 S COMMERCE AVE
SEBRING, FL 33870-0000

PHONE: 863-402-6574
FAX: 863-402-6828

CUSTOMER NO: 0000001003

SUPERVISOR OF ELECTIONS
HIGHLANDS COUNTY
580 S COMMERCE AVE
SEBRING, FL 33870

INVOICE: EL00002349 PAGE 1
DATE: Feb 16, 2021 OF 1
SERVICE: ELECTED OFFICIAL BILLING
CUSTOMER PO:
CUSTOMER PH: 941-386-6655x
TERMS: DUE 30 DAYS

DUE DATE: Mar 18, 2021

SERVICE ADDRESS:

SUPERVISOR OF ELECTIONS
HIGHLANDS COUNTY
580 S COMMERCE AVE
SEBRING, FL 33870

-----DESCRIPTION-----	QTY----	UNIT PRICE	-TOTAL PRICE- TAX
IT SUPPORT FY20/21 1ST QTR	1.00	12,500.00	12,500.00 N

TOTAL CHARGES:	12,500.00
TOTAL TAX:	0.00
TOTAL INVOICE:	----- 12,500.00
PAYMENTS:	0.00
ADJUSTMENTS:	0.00
TOTAL DUE:	12,500.00

INVOICE

Highlands County Clerk of Court

INVOICE - IT210058
DATE: FEBRUARY 15, 2021

Information Technology
590 S. Commerce Ave.
Sebring, FL 33870
Phone 863-402-6971 Fax 863-402-6773
tharalson@hcclerk.org

TO	PENNY OGG Supervisor of Elections
	FY20-21 - QTR 1

ISSUED BY	AUTHORIZATION	DATE ISSUED
TH	PO	10/01/2020-12/31/2021

QTY	DESCRIPTION	REV ACCOUNT	UNIT PRICE	TOTAL
1	IT Personnel Support for SOE hardware and software	008-3699000	\$12,500.00	\$12,500.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
			Total Due	\$12,500.00

THANK YOU!



MEMORANDUM OF AGREEMENT FOR 2021 ELECTION SECURITY FUNDS

This agreement is between the State of Florida, Department of State, Division of Elections ("Department"), an agency of the State of Florida, and Penny Ogg Supervisor of Elections ("Sub-recipient") for Highlands County, Florida. This agreement governs the receipt and use of federal funds as specified herein. Unless otherwise specified herein, all required submissions shall be through the Department of State Online Grants System.

I. Governing Law

Grant funds are available from the 2020 Help America Vote Act (HAVA) Election Security Grant funds through Specific Appropriation 3131A in Chapter 2020-111, Laws of Florida.

The Department of State hereby establishes a sub grant program to address Sub-recipients' election security needs as assessed by the Department for federal elections (hereinafter "2021 ESF1 Grant") and for the purpose of complying with the 2020 Memorandum of Agreement for Minimum Security Standards for the Florida Voter Registration System.

The total sum available for distribution is three million, four hundred seventy-five thousand dollars (\$3,475,000) in non-recurring funds for fiscal year 2020-2021. The funds are appropriated from the Federal Grants Trust Fund, pursuant to section 101 of the Help America Vote Act of 2002 (HAVA) and section 90.404 ("Help America Vote Act Election Security Funds") of the Catalog of Federal Domestic Assistance.

II. Scope of Work

Sub-recipient may request a 2021 ESF1 Grant for the purchase of goods and/or services to address Sub-recipient's continuing election security needs as identified and developed in conjunction with the Department's assessment and for purposes of complying with the 2020 Memorandum of Agreement for Minimum Security Standards for the Florida Voter Registration System. Sub-recipient may request advance payment, reimbursement or a combination thereof.

To be eligible to apply and receive for these funds, Sub-recipient must provide the following using the Department's Online Grants System:

- An executed 2020 Memorandum of Agreement for the Florida Voter Registration System's Minimum Security Standards (if not already on file with the Department).
- A signed Memorandum of Agreement
- A completed online Election Security Improvement Plan (Sub-recipient shall initially complete the plan using the fillable section in the Department's Online Grants System's application to submit the actual and/or anticipated amount expense(s) and to indicate which one or more of the six allowable expense categories the request falls.)

- For election security reasons, subsequent to notice of determination of eligibility and/or grant award amount based on the initial online application, Sub-recipient shall supplement the online plan with a more detailed plan using **Attachment A – Detailed Plan -2021 Election Security Grant 1** to be submitted in accordance with the process detailed in Deliverable 1 of Section IV.
- A signed Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions (**Attachment B**). (Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35.) This form prohibits the disbursement of federal funds to the intended recipient of such funds or to any sub-recipient thereunder unless such recipient and each sub-recipient, if any, certify that they are not excluded or disqualified from receiving federal funds by any federal department or agency.

III. Grant Period and Timeline

The grant agreement covers the period indicated below:

Date	Event
7/1/2020	Beginning of period in which expenditures can qualify for reimbursement
6/30/2021	• Deadline to submit a grant application through the Department's Online Grants System as set forth in Section II. • Deadline to expend funds eligible for reimbursement in accordance with plan. • Deadline to incur obligations eligible for advance payment in accordance with plan.
09/15/2021	Deadline to expend advance funds.
09/30/2021	Deadline to submit a Final Expenditure Report using Attachment C and return any unspent advance funds, including accrued interest.

IV. Deliverables, Minimum Levels of Service, and Financial Consequences

Deliverable 1	Grant Application
Minimum Level of Service	Provide no later than June 30, 2021, the following as part of the Department's Online Grants System: • An executed 2020 Memorandum of Agreement for the Florida Voter Registration System's Minimum Security Standards (if not already on file with the Department). • A signed Memorandum of Agreement for 2021 Election Security Grant 1 • Election Security Improvement Plan – Sub-recipient shall initially complete the plan using the fillable section in the Department's Online Grants System's application and include the actual and/or anticipated expense(s) within one or more of the six allowable expense categories:

	○ Category 1: Multi-factor Authentication (MFA) and Access Controls ○ Category 2: Vulnerability Management ○ Category 3: E-Mail Security (Including DMARC) ○ Category 4: Network Hygiene, Segmentation, and Security ○ Category 5: Endpoint Hygiene and Security ○ Category 6: Physical Security and Other Needs For security reasons, subsequent to the determination of eligibility and/or grant award amount, Sub-recipient shall supplement the online plan with a more detailed plan using Attachment A –2021 Election Security Improvement Plan - Grant 1 and submit in accordance with Deliverable 2. • Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions (Attachment B). (Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, prohibits the disbursement of federal funds to the intended recipient of such funds or to any sub-recipient thereunder unless such recipient and each sub-recipient, if any, certify that they are not excluded or disqualified from receiving federal funds by any federal department or agency.)
Financial Consequences	Sub-recipient is not eligible for these funds without an executed 2020 Memorandum of Agreement for Minimum Security Standards for the Florida Voter Registration System on file with the Department prior to or at the time of submitting an online grant application. Sub-recipient is not eligible for these funds if a completed online grant application is not submitted by the requisite timeframe.
Deliverable 2	Advance funds or reimbursement documentation
Minimum Level of Service	If Sub-recipient requests reimbursement for allowable expenses, such reimbursement may only be for the period starting July 1, 2020 up to the date of the application. Subsequent to a notice of determination of eligibility and/or grant award amount, a request for reimbursement must be supplemented by a more detailed plan using Attachment A –2021 Election Security Improvement Plan-Grant 1 with supporting documentation and submitted through a secure site in a prescribed time and manner by the Department. Sub-recipient must provide information and documentation sufficient to support the request for reimbursement and/or advance including but to, description of good/services, invoice number/purchase order, invoice/purchase order date, payment date, vendor/payee, proof of payment (receipts, bank/credit card statements, canceled check), etc. If Sub-recipient requests advance funds for allowable expenses, such expenses must be obligated no later than June 30 and expended no later than September 15, 2021.

Financial Consequences	If supporting documentation for reimbursement is not sufficient for request, Sub-recipient will not be eligible for reimbursement. If funds are not obligated by June 30, Sub-recipient is not eligible to request and/or obtain advance. If advance funds are not expended by September 15, 2021 Sub-recipient shall return all funds, previously advanced, including interest.
Deliverable 3	Final Financial Expenditure Report
Minimal Level of Service	No later than September 15, 2021 Sub-recipient shall transmit to the Department the Final Expenditure Report using Attachment C. The Final Expenditure Report and supporting documentation shall be submitted through a secure site to the Department in a prescribed manner. Sub-recipient must provide information and documentation sufficient to support the requests for reimbursement and/or advance including but to, description of good/services, invoice number/purchase order, invoice/purchase order date, payment date, vendor/payee, proof of payment (receipts, bank/credit card statements, canceled check), etc. Sub-recipient shall respond no later than 2 days after notice from the Department that the application is incomplete or insufficiently documented to determine final expenses.
Financial Consequences	Sub-recipient shall return all funds if a Final Expenditure Report is not submitted to the Department by September 15, 2021. Failure to respond to a notice of incomplete or insufficient report or request for supplemental information within 2 days from notice may result in a notice to return all funds, including interest, for which expenditures are not otherwise satisfactorily documented. Failure to timely submit a Final Expenditure Report or supplemental request may factor into eligibility for future grants. If determined by a re-assessment and/or audit that any part of the grant award was not used to implement the plan as approved, Sub-recipient shall return that portion of the award up to the maximum amount awarded plus interest accrued or that would have accrued.

V. Grant Submission/Application

To be eligible for the grant, Sub-recipient must submit an online grant application using the Department's Online Grants System as detailed in Section II. The amount awarded to each Sub-recipient will be based on the online application and the Department's assessment of the Sub-recipient's election security needs to be able to comply with Sub-recipient's executed 2020 Updated Memorandum of Agreement for Minimum Security Standards for the Florida Voter Registration System.

VI. Final Expenditure Report

The Sub-recipient must submit a Final Expenditure Report using **Attachment C** along with supporting documentation evidencing allowable expenses no later than September 15, 2021. Further requirements are detailed in Deliverable 3 within Section IV. Documentation must account for all expenditures made from grant funds awarded under this agreement. Along with the report, Sub-recipient shall return any

unspent advanced funds. All returned and/or unspent funds, including interest earned, shall revert to the Federal Grants Trust Fund.

VII. Restrictions

A. No lobbying

Sub-recipient shall not use any funds received hereunder to support lobbying activities to influence proposed or pending federal or state legislation or appropriations. This does not affect the right of the Sub-recipient, or that of any other organization to petition Congress, or any other level of Government, through the use of other resources.

B. Non-allowable expenses

If the Sub-recipient expends any funds on expenses that are not allowable, the Sub-recipient must reimburse immediately the funds to the Department, not otherwise expended for allowable costs, including any interest earned during the term of this agreement. Any funds determined, at any time, not to be expended in accordance with this agreement shall be returned, including any interest earned, to the Department within 30 days of written notice. All funds returned shall revert to the Federal Grants Trust Fund.

C. Interest-bearing account

The Sub-recipient must establish and maintain the grant funds in an interest bearing account in a "qualified public depository" as defined by section 280.02(26), Florida Statutes. The Sub-recipient must segregate the funds in a separate account established to hold only such funds. Sub-recipient must comply with the applicable requirements of chapter 280, including but not limited to:

- The execution and retention in your official records of a [Public Deposit Identification and Acknowledgement Form](#).
- The submission each year by November 30th of a [Public Depositor Annual Report to the Chief Financial Officer \(DFS-J1-1009\)](#).

For more information refer to the [Department of Financial Services Collateral Management for Governmental Units webpage](#) or contact the Program Administrator at 850-413-3167.

VIII. Payments

A. Distribution

The Department shall determine eligibility and grant award amount based on a completed online application. Funds will then be distributed subject to whether the request is a reimbursement, advance or combination thereof. As applicable, funds will be distributed subsequent to the submission of a more detailed Election Security Improvement Plan using **Attachment A** with supporting documentation to supplement the online plan. The award date for the subgrant is the day the funds are transferred or distributed to the Supervisor.

B. Electronic Funds Transfer

The Sub-recipient is encouraged to use electronic funds transfer (EFT) to receive payment as an alternative to receipt of payment by warrant. All Sub-recipients wishing to receive funds through electronic funds transfer must submit a [Direct Deposit Authorization form](#) to the Florida Department of

Financial Services. If EFT has already been set up for your organization, you do not need to submit another authorization form unless you have changed bank accounts.

IX. Monitoring, Audits, and Audit Reporting

The administration of resources awarded to the Sub-recipient may be subject to monitoring, audits and reporting requirements at the state and/or federal level. The Sub-recipient agrees to comply and cooperate with federal and state requirements for inspections, reviews, investigations, and/or audits including those deemed necessary by the Department, Inspector General, Chief Financial Officer, Auditor General and/or U.S. Election Assistance Commission. The Sub-recipient agrees to maintain records necessary to comply and to respond to such activities.

A. Department audit

No later than January 31, 2022, the Department shall conduct a post-award re-assessment of Sub-recipient's election security to determine whether the grant award was used to address identified needs for purposes of complying with the 2020 Updated Memorandum of Agreement for Minimum Security Standards for the Florida Voter Registration System no later than December 31, 2021. If it is determined that funds have not been used accordingly, Sub-recipient shall return awarded funds up to the amount determined to not have been used, including interest that would have accrued.

The Department shall also conduct a limited scope post-grant audit of federal funds for six randomly selected Sub-recipients and may conduct more as needed. Sub-recipient agrees to comply with any additional instructions provided by Department staff to the Sub-recipient regarding such audit. If the Department determines that federal funds received under this Agreement were used for any unauthorized purpose or that the Sub-recipient did not comply with this agreement or state or federal requirements for receipt, expenditure, or accounting, the Sub-recipient must return or repay these federal funds in an amount sufficient to ensure or obtain compliance, including expenses for any corrective or remedial action, and interest earned or that may have been earned.

B. Audit Requirements for Federal Financial Assistance

Audit Requirements for Awards of State and Federal Financial Assistance (Form DFS-A2-CL), (**Attachment D**), entitled is incorporated herein and made a part of this agreement. Upon ascertainment of the total Sub-recipient grant amount, the form will be finalized to be Sub-recipient specific.

Additional guidance to state and federal monitoring and auditing requirements may be found at <https://www.eac.gov/payments-and-grants/audits-resolutions>.

X. Record Retention

A. Maintenance of records.

The Sub-recipient shall retain accurate and detailed records sufficient to demonstrate its compliance with the terms of this agreement for five fiscal years from the date an audit report is issued. The Sub-recipient shall allow the Department or its designee, CFO, or Auditor General or auditor access to such records, including access to the audit working papers during such period unless otherwise extended.

B. Property Inventory

The Sub-recipient must also maintain appropriate property inventory. Inventory is required for property with a cost or value of \$5,000 or more (effective July 1, 2020) at the time of acquisition in the applicable fiscal subgrant year. Federal regulations (2 CFR 200.313(d)(1)) state that "property records [purchased with federal funds] must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property." See also Rule 69I-73, Florida Administrative Code. A property inventory template is attached. (Attachment E). Such property inventory shall be maintained at the local level.

C. Sensitive and/or confidential information.

Documentation associated with this sub grant may contain sensitive and/ confidential information that is exempt from public records disclosure pursuant to Florida and federal laws including but not limited to Section 282.318, F.S. and the Cybersecurity Information Sharing Act (CISA).

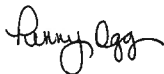
X. Entirety of the Agreement

All terms and conditions of this Agreement are fully set forth in this document and its attachments and shall be governed by the laws of the State of Florida. The parties agree that proper venue will be in Leon County, Florida. This agreement is effective as of the date it is fully executed.

The parties have caused this Agreement to be executed by their undersigned officials as duly authorized.

By County Supervisor of Elections/Sub-recipient By Department of State, Division of Elections

Signature



Signature

Name and Title

Supervisor of Elections
Highlands County

Name and Title

Maria Matthews, Director,
Division of Elections

Address

580 S. Commerce Ave., Ste. A201
Sebring, FL 33870

Address

R.A. Gray Building, Ste. 316
500 S. Bronough Street,
Tallahassee, Florida 32399

County FEID

59-2201308

Date

June 30, 2021

Date

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: August 3, 2021

PRESENTER: David Nitz, OMB Manager

SUBJECT/TITLE: Request approval of Budget Amendment 20-21-118 to realign funds within Judicial Technology cost center.

STATEMENT OF ISSUE

Funds were budgeted for Network Switches (3) in a capital account (56400) but with the recent capital threshold adoption, these items no longer would be classified as capital assets. Therefore, funding needed to be moved to provide the budget in the correct account.

RECOMMENDED ACTION

Move to approve budget amendment 20-21-118 to realign funds within Judicial Technology cost center.

FISCAL IMPACT

There is no fiscal impact to Fund 179 (Court Tech 28.24 (12) (E) 1) or the overall budget as this budget amendment is realigning funds within cost center 1000B (Judicial Technology).

Attachments: [20-21-118 Judicial Tech Network Switches, Module & Power Supply.pdf](#)

BOARD OF COUNTY COMMISSIONERS

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

DATE: 7/20/2021

SUBMITTED BY: Judicial Technology

FUND(S): 179 FUND TITLE(S): Court Tech 28.24 (12) (E) 1 COST CENTER(S) #: 1000B

PROJECT(S) #: PROJECT TITLE(S): COST CENTER TITLE(S): Judicial Tech - 179
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	179	1000B	54000	Travel and Per Diem		4,000.00		2,500.00	1,500.00
E	179	1000B	54100	Communications & Freight		6,700.00		742.00	5,958.00
E	179	1000B	55100	Office Supplies		1,000.00		1,000.00	0.00
E	179	1000B	56400	Machinery & Equipment		14,250.00		5,178.00	9,072.00
E	179	1000B	55200	Operating Supplies		34,039.44	9,420.00		43,459.44
									0.00

REASON: Budget realignment needed to purchase network switches, module and power supply. All three (3) items connect together and are needed for the switches to work.

OFFICE USE ONLY

OMB RECOMMENDATION:

REQUEST # 20-21-118

TRANSFER TYPE:

Approval
Denial

ACTION:
Board Approved Denied
County Administrator Approved Denied

XX ITEM TO ITEM
RESERVE
BY RESOLUTION
SUPPLEMENTAL BUDGET

SIGNATURE:

Signature:

DATE: / /

Posted by Clerk:

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: August 3, 2021

PRESENTER: Paul Blackman, Sheriff

SUBJECT/TITLE: Request approval of budget amendment 20-21-119 to realign Sheriff project budget 20018 JAGC FY 20-21 to actual expenditures.

STATEMENT OF ISSUE

This budget amendment is necessary to realign Sheriff project budget 20018 JAGC FY 20-21 to actual expenditures.

RECOMMENDED ACTION

Move to approve budget amendment 20-21-119 to realign Sheriff project budget 20018 JAGC FY20-21 to actual expenditures.

FISCAL IMPACT

There is no fiscal impact to Fund 005 (General) or the overall budget. This budget amendment is realigning budgeted project funds within cost center 3101 (Sheriff) in Project 20018 JAGC FY20-21 between accounts 53001Z (Project Operating Expense-Elected) and 56001Z (Project Capital Outlay-Elected) in the amount of \$2,436.00.

Attachments: [20-21-119 Sheriff Project 20018 JAGC FY 20-21 Realignment.pdf](#)

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

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

DATE: 7/19/2021

SUBMITTED BY: Sheriff

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

PROJECT(S) #: 20018 PROJECT TITLE(S): JAGC FY 20-21 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
E	005	3101	53001Z	Project Operating Expense-Elected	20018	7,888.00		2,436.00	5,452.00
E	005	3101	56001Z	Project Capital Outlay- Elected	20018	51,453.00	2,436.00		53,889.00
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: To realign project budget to actual.

OMB RECOMMENDATION:

Approval
Denial

REQUEST # 20-21-119

TRANSFER TYPE:

ACTION:
Board Approved Denied
County Administrator Approved Denied

XX ITEM TO ITEM
RESERVE
BY RESOLUTION
SUPPLEMENTAL BUDGET

SIGNATURE:

Signature:

DATE: / /

Posted by Clerk:

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: Aug 3, 2021

PRESENTER: Sherry G. Sutphen, County Attorney

SUBJECT/TITLE: Request approval of authorizing the conveyance of FIRE EMS Station parcel back to the Town of Lake Placid. The recent acquisition of land from Advent Health deemed the use of this parcel unnecessary.

STATEMENT OF ISSUE

The Town and Highlands County desired to use the property for a fire and emergency services station to be owned and constructed by the County and serving the Town and surrounding areas. The County no longer has use for the parcel of land and can safely return the Fire EMS parcel to the Town.

Attached, for your review and acceptance, is the County Deed.

RECOMMENDED ACTION

Move to authorize the conveyance of the FIRE EMS Station parcel back to the Town of Lake Placid. The recent acquisition of land from Advent Health deemed use of this parcel unnecessary.

FISCAL IMPACT

No fiscal impact.

Attachments: [Dal Hall Firehouse Warranty Deed.SGS.pdf](#)
[ORD2018-775_ConveyPropertyHCFireStation_PERM.pdf](#)
[DEED-HC-FireStation-HillCreastAVe.pdf](#)

PREPARED BY AND RETURN TO:

Sherry G. Sutphen, Esquire
Highlands County
600 South Commerce Avenue
Sebring, Florida 33870

COUNTY DEED

THIS DEED, made by Highlands County, a political subdivision of the State of Florida, whose address is 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter "Grantor", and Town of Lake Placid, a Florida municipal corporation, whose address is 311 West Interlake Boulevard, Lake Placid, Florida 33852, hereinafter "Grantee". (Wherever used herein the terms "Grantor" and "Grantee" shall include all heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, the Grantor, for and in consideration of the sum of One dollar and no/100 (\$1.00), in hand paid to said Grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain and sell to said Grantee forever, all the right, title, interest and claim which said Grantor has, subject to the reversion contained herein, in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Highlands, State of Florida, to wit:

A PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 36 SOUTH, RANGE 30 EAST, HIGHLANDS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 31; THENCE NORTH 01°27'07" WEST, ALONG THE WEST LINE OF SAID SECTION 31, 1333.03 FEET TO THE SOUTHWEST CORNER OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 31 (ALSO BEING NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTHWEST QUARTER); THENCE SOUTH 89°58'21" EAST, ALONG THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 31 (ALSO BEING THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER); 1967.64 FEET; THENCE NORTH 01 °54'55" WEST 300.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°58'21" WEST, 627.05 FEET TO THE EASTERLY RIGHT OF WAY LINE OF HILLCREST STREET; THENCE NORTH 01°14'19" WEST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 204.55 FEET; THENCE SOUTH 89°58'21" EAST, 624.63 FEET TO THE WEST LINE OF THE PUBLIC SHOPPING CENTER; THENCE SOUTH 01 °54'55" EAST, 204.62 FEET TO THE POINT OF BEGINNING.

CONTAINING 127.985 SQUARE FEET OR 2.94 ACRES MORE OR LESS.

TOGETHER with all tenements, hereditaments and appurtenances thereto.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman of said Board, this day of _____, 2021.

**HIGHLANDS COUNTY, a political subdivision
of the State of Florida**

By: _____
Scott Kirouac, Chairman

ATTEST:

Jerome Kaszubowski, Clerk

ORDINANCE NO. 2018-775

AN ORDINANCE OF THE LAKE PLACID TOWN COUNCIL AUTHORIZING THE CONVEYANCE OF CERTAIN TOWN PROPERTY TO HIGHLANDS COUNTY, FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Placid ("Town") owns certain real property being more particularly described below (the "Property").

WHEREAS, the Town and the Board of County Commissioners of Highlands County, Florida ("County") desire to use the Property for a fire and emergency services station to be owned and constructed by the County and serving the Town and surrounding areas.

WHEREAS, notice of this proposed ordinance was published at least ten (10) days prior to adoption in a newspaper of general circulation in the Town of Lake Placid; and

WHEREAS, this proposed Ordinance was read by title, or in full at the following regular meetings of the Town Council, to wit:

The 13th day of November 2018; and
The 14th day of January 2018; and

WHEREAS, it appears to be in the best interest of the Town of Lake Placid that the Ordinance be adopted;

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF LAKE PLACID, FLORIDA;

Section 1. **THE PROPERTY.** The Town of Lake Placid owns the below described property which is situated to the east of Hillcrest Avenue between Dal Hall Boulevard and Heartland Boulevard, in the Town of Lake Placid. The Property is described as follows:

A PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF
SECTION 31, TOWNSHIP 36 SOUTH, RANGE 30 EAST, HIGHLANDS
COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS
FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 31;
THENCE NORTH 01°27'07" WEST, ALONG THE WEST LINE OF SAID
SECTION 31, 1333.03 FEET TO THE SOUTHWEST CORNER OF THE
NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 31
(ALSO BEING NORTHWEST CORNER OF THE SOUTH HALF OF THE
SOUTHWEST QUARTER); THENCE SOUTH 89°58'21" EAST, ALONG THE
SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF

SAID SECTION 31 (ALSO BEING THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER); 1967.64 FEET; THENCE NORTH 01°54'55" WEST 300.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°58'21" WEST, 627.05 FEET TO THE EASTERLY RIGHT OF WAY LINE OF HILLCREST STREET; THENCE NORTH 01°14'19" WEST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 204.55 FEET; THENCE SOUTH 89°58'21" EAST, 624.63 FEET TO THE WEST LINE OF THE PUBLIC SHOPPING CENTER; THENCE SOUTH 01°54'55" EAST, 204.62 FEET TO THE POINT OF BEGINNING.
CONTAINING 127.985 SQUARE FEET OR 2.94 ACRES MORE OR LESS (Hereinafter referred to as the "Property").

Section 2. **PURPOSE.** Highlands County is constructing fire and emergency services stations at various locations in Highlands County. The Lake Placid Town Council prefers to have the Highlands County fire and emergency services station situated within the Town.

Section 3. **CONDITIONAL AUTHORITY TO CONVEY AND REVERSION.** Mayor John Holbrook and the Town Clerk are authorized and directed to convey the Property (subject to restrictions, reservations, easements and governmental regulations of record) to Highlands County, Florida; provided that the Town Council and the Board of County Commissioners of Highlands County, Florida have entered an interlocal agreement regarding the construction and operation of the county's fire and emergency services station on the Property; and further provided that the deed of conveyance shall contain the following: Title to the Property shall revert to the Town of Lake Placid when the Property is no longer used for a station providing Fire and Emergency Services to the Town of Lake Placid and surrounding areas. If the conditions herein stated have not been met by 1 January 2020, then the authority to convey is withdrawn and revoked.

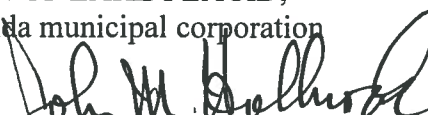
Section 4. **EFFECTIVE DATE.** This Ordinance shall become effective upon adoption by the Town Council of the Town of Lake Placid, Florida.

ADOPTED AND ORDAINED this 14th day of January 2019 by the Lake Placid Town Council.



TOWN OF LAKE PLACID,
a Florida municipal corporation

By



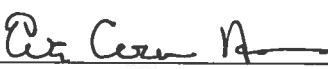
John M. Holbrook, Mayor

Attest



Eva Cooper Hapeman, Town Clerk

THIS ORDINANCE WAS READ in full or by title on at least two (2) separate days in two (2) separate Town Council meetings (on the 13th day of November 2018 and on the 10th day of December 2018). Notice of the proposed enactment containing the Ordinance title, stating that a copy may be obtained at Town Hall, and stating the date, time and place of the above meetings and advising that interested parties may appear at the meeting and be heard with respect to the proposed ordinance was published at least once in the Highlands News Sun on the day 24 of November and on the 29th of November , 2018, being at least ten (10) days prior to adoption.



Eva Cooper Hapeman, Town Clerk

Prepared by and Return to:

Bert J. Harris, III
Swaine, Harris & Wohl, PA
Attorneys at Law
401 Dal Hall Boulevard
Lake Placid, Florida 33852

Parcel ID Number: P-31-36-30-A00-0600-0000

SPECIAL WARRANTY DEED

THIS INDENTURE was executed this 2 day of July, 2019 by **TOWN OF LAKE PLACID**, a Florida Municipal Corporation, whose address is 311 West Interlake Boulevard, Lake Placid, Florida 33852, Grantor, and **HIGHLANDS COUNTY**, a political subdivision of the State of Florida, whose address is 600 South Commerce Avenue, Sebring, Florida 33870, Grantee.

(Wherever used herein the terms "Grantor" and Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH:

That said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee and Grantee's heirs and assigns forever, the following described land, situate, lying and being in the County of Highlands, State of Florida, to-wit:

A PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 36 SOUTH, RANGE 30 EAST, HIGHLANDS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTON 31;
THENCE NORTH 01°27'07" WEST, ALONG THE WEST LINE OF SAID SECTION 31, 1333.03 FEET TO THE SOUTHWEST CORNER OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 31 (ALSO BEING NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTHWEST QUARTER); THENCE SOUTH 89°58'21" EAST, ALONG THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 31 (ALSO BEING THE NORTH LINE OF THE SOUTH

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: August 3, 2021

PRESENTER: Gloria Rybinski, Public Information Officer

SUBJECT/TITLE: Request approval of Amendment 1 to the Payment Solutions Service Agreement between CiviTek National, Inc. and Highlands County Board of County Commissioners.

STATEMENT OF ISSUE

The attached amendment modifies the Agreement signed September 18, 2012 which allowed CiviTek to be the service provider for processing credit card, debit card and e-check payments and sending deposits to the Board. Since the original contract, EMV chip specifications in credit cards and debit cards has reduced fraud in over the counter payments and allows the processor to store data from the chip on the transaction details.

This Amendment allows CiviTek to work with a third-party provider of chip embedded payment card readers, that CiviTek has purchased and will send to the County. The new readers can be contactless to help minimize physical interaction and they are Purchase Card Industry compliant to help minimize fraud opportunity. The amendment requires the County to accept, deploy and use the terminals in accordance with the terms and conditions of the Amendment. The County expects to replace about 30 terminals, at no cost to the County, that process approximately \$670,000 annually in Board revenue. A transaction fee (3.5%) is included on all payments and that is collected by CiviTek the service provider. CiviTek will provide the new card readers at no cost for the device however there is a cost for the new data lines that need to be placed at each card reader location. The Clerk's IT has estimated the cost for the data lines at a range off \$75 to \$300.00.

RECOMMENDED ACTION

Move to approve Amendment 1 to the Payment Solutions Service Agreement between CiviTek National, Inc., a Florida Corporation and Highlands County Board of County Commissioners.

FISCAL IMPACT

For those departments that require an upgrade, there may be a small fiscal impact for additional network cables. This is estimated to be between \$75 and \$300, which will come from the individual department budgets.

Attachments: [Attachment 1 - CiviTek National Inc EMV Pricing List and Customer Information \(002\).pdf](#)
[CNI - grybinski@highlandsfl.gov](mailto:grybinski@highlandsfl.gov) - Highlands County BOCC Payment and Technology Services Agreement - Preview.pdf

Attachment 1

CiviTek National, Inc.

Pricing List and Customer Information

Governmental Entity: Highlands County Board Of County Commissioners

Contact Name: Gloria Rybinski

Shipping Address: 600 S. Commerce Ave. Sebring FL 33870

Phone Number: 863-402-6836

Email Contact: grybinski@highlandsfl.gov

Estimated Annual Throughput: over \$500,000.00

Number of EMV machines requested: 20

Estimated charges for EMV: \$0.00

*All items are non-refundable and ship directly to customer

Verifone P400 Plus	
What's in the box	
Terminal device P400Plus	
Privacy Shield - P400/V400c	
Cable USB-A 3,0m - P400	
Power Supply US - P400/VX820	
Price list	
Privacy Shield	\$ 9.00
Power Supply	\$ 23.00
Cable USB-A 3.0	\$ 24.00
Ethernet Dongle	\$ 56.00
Dongle PoE Ethernet USB	\$ 84.00
Verifone P400C Plus Swivel & Tilt Stand (Prices May Vary)	\$ 58.00

Verifone M400	
What's in the box	
Terminal device M400	
Power Cord three point US - VX680, MX-series, Gang Chargers	
Power Supply - M400/MX-series	
Cube Ethernet - M400	
Stylus Pen	
Verifone M400	
What can be purchased	
Power Cord three point US - VX680, MX-series, Gang Chargers	\$ 10.00
Stylus Pen	\$ 19.00



Payment and Technology Services Agreement

This Payment and Technology Services Agreement (“Agreement”) is made and entered into by and between **CiviTek National, Inc., (“CNI”)**, a Florida corporation located at 3544 Maclay Blvd. S., Tallahassee, FL 32312, and **Highlands County Board of County Commissioners (“Client”)**, a **Florida** governmental entity, located at 600 S. Commerce Ave., Sebring, FL 33870. CNI and the Client each may also be referred to as a “**Party**” or collectively the “**Parties.**”

RECITALS

WHEREAS Client seeks to provide its customers with the ability to pay obligations owed to the Client using various payment methods. CNI is engaged in providing technology programs and services to states, cities, counties, and other governmental agencies and their constituents. Client wishes to offer to its customers the technology and payment services facilitated by CNI.

WHEREAS CNI agrees to provide to Client the services listed on the Service Orders, under the terms and conditions agreed to in this Agreement and any other applicable Exhibits or Service Orders attached hereto, as amended by mutual written agreement from time to time (the “**Services**”) to enable Client’s customers to remit amounts owed to Client.

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

TERMS AND CONDITIONS

1. **Term.** The term of this Agreement shall One (1) year from the Effective Date described below (the “**Initial Term**”). This Agreement shall automatically renew from year to year thereafter (each a “**Renewal Term**”) unless terminated by written notice by one party to the other party as provided in Section 16 and Section 17 below.
2. **Effective Date.** This Payment and Technology Services Agreement (the “**Agreement**”) shall be effective as of: August 3, 2021 (“Effective Date”).
3. **Services.**
 - a. **Payment Services.** CNI will provide payment processing services through FACC Services Group, L.L.C., d/b/a CiviTek (“CiviTek”) and CiviTek’s associated websites and payment services or through such other mechanisms as CiviTek may make available from time-to-time, by which customers of Client may make payments to Client. CiviTek, operating as a payment processor, agrees to provide a payment transmitting solution to process payments owed to Client by Senders via credit card, debit card, electronic check, automatic draft, automated clearing house (“**ACH**”) payments, or such other payment methods as CiviTek makes available and Client agrees to accept from time-to-time. CiviTek agrees to process and settle payments (“**Payments**”) from Client’s customers and send corresponding amounts and payment information to the Client, as specified in this Agreement. Persons desiring to make a Payment using the Service may be referred to as “**Sender.**” Both CNI and CiviTek will at all times provide payment processing services as agents for and on behalf of the payee Client.

- b. **Technology Services.** CNI will provide the various technology services selected by Client under the terms set forth in this Agreement. In the event of a conflict between the terms of this Agreement and a Service Order as to the technology services provided by CNI, the terms of the Service Order will control.
- c. **PayNowLink Service.** The PayNowLink Service is an optional service that provides the capability for Client's customers to make online payments for the Client's provided services within a single jurisdiction. If Client elects to participate in PayNowLink Service, CNI will establish and maintain a web interface, payment portal, and reporting capability regarding Client's customer payments for use by the Client for PayNowLink Service, and Client agrees that the terms specified in this Agreement shall apply to its participation in PayNowLink Service in addition to other relevant terms of this Agreement.

If CNI is to provide the PayNowLink Service to Client, the word YES must appear here:

- d. **PayPoint EMV Payment Card Reader Service.** The PayPoint EMV Payment Card Reader Service is an optional service that provides the capability for Client's customers to make in-person, over-the-counter payments with card readers equipped with EMV (meaning Europay, MasterCard, and Visa) chip technologies designed and implemented by credit and debit card payment processors to facilitate the reduction of payment card fraud at over-the-counter locations. If Client elects to participate in the PayPoint EMV Card Reader Service, CNI will provide Client with EMV payment card reader terminals and Client agrees to accept, deploy, and use the EMV payment card reader terminals in accordance with the terms and conditions herein.
- i. Client shall accept, deploy, and use any PayPoint EMV payment card reader terminals ("EMV terminals") in accordance with the following terms and conditions:
- A. All EMV terminals provided by CNI to Client shall remain the property of CiviTek. The provision of EMV terminals by CNI to Client shall be considered a bailment and not a purchase or lease. Therefore, Client shall not acquire title or other ownership rights in the EMV terminals provided by CNI.
 - B. The EMV terminal models and accompanying accessories or hardware provided by CNI are listed in an Attachment to this Agreement. Should Governmental Agency wish to acquire from CNI any EMV terminal-related services, accessories, or hardware over and above what is available with the initial terminal installation, Governmental Agency may do so at a per-item cost as listed on the Attachment.
 - C. CNI monitors all EMV terminals provided to Client and maintains the EMV terminal inventory by location for all EMV terminals it controls under this Agreement. If any EMV terminal provided to Client is idle or inactive for thirty (30) days or more, the CiviTek Service Desk will contact the Client to discuss if the EMV terminal is still needed. CNI may then require an EMV terminal that is inactive or idle for more than thirty (30) days to be returned to CNI within five business days so that CNI may repurpose that EMV terminal.
 - D. If the EMV terminal requires hardware, firmware, or software upgrades, or equipment replacement, Client agrees to permit CNI both physical and electronic access to such EMV terminals.
 - E. The life cycle of EMV terminals shall be monitored by the CiviTek Service Desk. Client will be provided periodic information regarding the life cycle of individual EMV terminals.
 - F. Upon the termination or cancellation of the Agreement, Client agrees to return to CNI all EMV terminals and related hardware not included with the EMV terminal within ten business days of the date of termination or cancellation of the Agreement.
 - G. Client agrees to handle data and other information generated from financial transactions ("Data") according to Payment Card Industry Data Security Standards (PCI-DSS), if applicable, or by using secure standard financial industry practices for credit card merchants, if the PCI-DSS is not applicable. The PCI-DSS may be found at the following link: https://www.pcisecuritystandards.org/security_standards/index.php.
 - H. Both parties will comply with all laws relating to the collection, use, storage, protection, and breach of Data. Each party shall give immediate notice to the other party of any actual or suspected unauthorized disclosure of, access to or other breaches of the Data.

The parties agree that Client is entirely responsible for Data generated by the EMV terminals provided to Client under this Agreement. Subject to the indemnification provision of this Agreement, Client will indemnify CNI, to the extent permitted by law, for a violation of this Section. This Section and its indemnity provisions will survive the termination or cancellation of the Agreement.

I. Upon the written request of Client, CNI will provide PCI Awareness training to Client to assist with Data protection and PCI-DSS Compliance.

If CNI is to provide the PayPoint EMV Payment Card Reader Service to Client, the word YES must appear here: _____

- e. **TelePayIVR Service.** The TelePayIVR Service is an optional service that provides the capability for Client's customers to make payments for the Client's provided services through an interactive voice response system. If Client elects to participate in the TelePayIVR Service, CNI will establish and maintain the appropriate interface, payment portal, and reporting capability regarding Client's customer payments for use by the Client for the TelePayIVR Service, and Client agrees that the terms specified in this Agreement shall apply to its participation in IVR Service in addition to other relevant terms of this Agreement.

If CNI is to provide the TelePayIVR Service to Client, the word YES must appear here: _____

- f. **Subcontractor Services.** Client may elect to provide its customers with the ability to pay amounts due by credit card, debit card, or cash at free-standing payment kiosks, retail locations, or other payment channels ("**Subcontractor Services**") established, operated, and maintained by a vendor contracted by CNI ("**Subcontractor**"). Client authorizes the Subcontractor to accept payments and deliver funds to Client's designated bank account through the payment channels identified in the Service Order.
- i. *Performance.* CNI shall ensure that the Subcontractor complies with the requirements of this Agreement and that Client will receive the benefit of Subcontractor's performance of the Subcontractor Services to the same extent that Client would if CNI were performing these Subcontractor Services directly.
- ii. *CNI Authorization.* Client acknowledges and agrees that in addition to other payment methods which may be accepted through the Subcontractor, individuals may initiate credit card, debit card, electronic check, and ACH payments to Client through other payment processing services provided by CNI. These payment processing services will transmit payment card, electronic check, or ACH request data to CNI, which will be solely responsible for authorizing, processing, and settling such payments to Client, pursuant to all relevant terms and conditions of this Agreement.
- g. **Optional Services Provided After this Agreement.** After this Agreement is signed by all parties, if Client desires for CNI to provide one or all of the optional services described in this Section 3, Client shall provide CNI with a written request for the optional service or services. Upon acceptance by CNI of such request by Client, CNI shall provide, and Client shall use the service or services subject to the terms and conditions of this Agreement. The written request from Client shall be incorporated into and become a part of this Agreement.

4. Client Responsibilities.

- a. Client will maintain accounts documenting amounts owed to the Client by each Sender and amounts received by Client in satisfaction of Sender's obligations to Client ("**Services Account**").
- b. Client is solely responsible for the accuracy and completeness of data as it resides in Client's database and as it is delivered by Client to CNI or its Subcontractors and any consequences resulting therefrom to any person or entity, except as otherwise limited by this Agreement. CNI and its Subcontractors shall not be liable for errors or omissions of data provided by Client or any third parties.

- c. Client will instruct individuals who desire to utilize the Services to provide CNI with the information required for CNI to process the Payment, including the following for each Payment:
 - i. The Client as a payee.
 - ii. The Client's receive code (or such other information to identify the Client and/or the transaction).
 - iii. The account number with the Client to which the Payment is to be credited; and
 - iv. The amount of the Payment ("**Payment Amount**") plus CNI's applicable Fee.
- d. Client is solely responsible for notifying CNI of any changes to its bank account listed on Exhibit B, to which settlement proceeds for Payments will be disbursed by CNI ("**Designated Account**"). Client is solely responsible for all fees and costs associated with its Designated Account.

5. CNI Responsibilities.

a. **Transaction Processing/Settlement.**

- i. CNI is responsible for authorizing, processing, and settling all Payments to the Designated Account. CNI will submit Payments for processing to the appropriate payment network. If required by federal or state law, CNI will hold appropriate federal and state licenses for its activities as a money services business or money transmitter and will be the "merchant of record" in the payment network for the Payment transaction.
- ii. No later than the Banking Day following receipt by CNI of settlement proceeds for a Payment from the applicable payment network, CNI will initiate an ACH credit in the Payment Amount to the Client's Designated Account. A "Banking Day" means a day when nationally chartered banks are generally open to the public for business, excluding Saturday, Sunday, or a federal legal holiday. Remittance details will be received by Client simultaneously with the funds.
- iii. CNI will provide settlement to Client no later than each Banking Day, such that the payment and credit records are deposited into the designated Client bank account(s) no later than two (2) Banking Days after the payment and credit records are identified as Client funds unless Client and CNI have made prior arrangements for settlement.
- iv. CNI is responsible for funds received for payments on behalf of the Client until deposited to the designated Client bank account(s). Funds collected by CNI shall be deemed to be held in trust by CNI until deposited in the Client's bank account.
- v. The Parties acknowledge that CNI is not responsible for any delays in receipt of funds or errors in Designated Account entries caused by third parties, including delays or errors by the payment card brands or Client's bank.

- b. **Payment Receipt and Notification.** Upon receipt of settlement proceeds for a Payment, CNI will record the transaction. CNI will provide notification to the Sender of such Transaction, with language that clearly indicates that the payor will receive a credit to his/her Services Account when funds are received and properly identified by Client.

- c. **Reporting.** In the event the Client has been set up with access to CNI's standard reporting and notification tool, CNI will provide notification to the Client of such transaction through a secure website identified by CNI. The Client will be provided access to such a website to review the Payments received.

- d. **Customer Support.** CNI agrees to provide customer service for issues specific to the Services offered through the website or other customer interfaces provided by CNI. Client agrees to provide customer service for issues related to the underlying obligation to the Client, Services Account status, and payments received by Client. Client will provide CNI with contact information which will be displayed in the customer interface for the Services for customers to contact Client.

- 6. **Complaints.** CNI is responsible for responding to and resolving all claims, inquiries, or complaints arising out of the acceptance of Payments from Senders and remittance of Payment Amounts to the Client. Client is responsible for responding to and resolving all claims, inquiries or complaints arising out of the crediting of

the Payment Amount to the Services Account. The Parties agree to cooperate with each other in resolving complaints, to the extent necessary, with each party to bear its own costs.

7. **Marketing.** CNI and the Client agree to work with each other on marketing initiatives to support the Services in cases where the Client's office or testimonial is used. CNI and Client agree that these materials representing, promoting, or referring to the Services will not be utilized or distributed until approved in writing by both Parties, for which approval will not be unreasonably withheld.
8. **Training.** CNI and the Client agree to work together to develop an appropriate report and account management training program.
9. **Payment Authorization.** Client authorizes CNI or its designee to initiate one or more ACH debit or credit entries (each an "Entry") to the Designated Account at any time to pay amounts due and owing between the Parties, and to credit or debit such account, as applicable, in accordance with applicable law and the Rules and Operating Guidelines of the National Automated Clearing House Association ("NACHA") as amended, modified or supplemented from time to time. This authorization shall remain in force and effect until CNI has received written notification from the Client of its termination in such time and manner as to afford CNI a reasonable opportunity to act on it; provided, however, that the Client agrees to maintain this authorization during the Term and for such time thereafter as necessary to process the payment of fees that are due and owing after the termination of this Agreement, including during any period in which there is a dispute between the Client and CNI concerning any fees or amounts that may be due from CNI to the Client or the Client to CNI. In the case of any overpayment, duplicate payment, or incorrect payment transmission by CNI to the Client, the Client authorizes CNI to initiate drafts via ACH against the Designated Account and authorizes the bank at which the Designated Account is located to debit or credit the Account in the amount of the adjustment. The Client agrees to complete and execute any and all documents as such bank may require to establish and maintain this authorization.

10. Service Fees; Expenses.

a. *CNI Service Fee.*

i. CNI shall be entitled to collect **3.5%** of the Payment Amount per transaction initiated from Sender to perform the CNI Services under this Agreement if the Payment is made with a payment card, and **\$5.00** per transaction initiated from Sender if Payment is made by automatic draft or electronic check (together, the "CNI Service Fee"). The amount of the CNI Service Fee is subject to change at any time, and such change shall be effective after thirty (30) days prior written notice of the change is provided to Client. No change to a Service Fee is valid unless such written notice of the change is provided, and the Client may, at any time, terminate this Agreement at no cost or penalty to the Client within thirty (30) days of receiving written notice of a change to the CNI Service Fee.

ii. Client acknowledges that the Client is not entitled to any portion of the CNI Service Fee. As between CNI and Client, each Party shall bear its own expenses in implementing the CNI Services under this Agreement.

b. *Subcontractor Service Fee.*

i. If the Client elects to participate in Subcontractor Services, Client authorizes CNI or its Subcontractor to charge Sender a Subcontractor Service Fee for payments accepted through all payment channels provided by Subcontractor. No increase of Subcontractor Service Fees will take place without at least thirty (30) days prior written notice to Client, and the Client may terminate this Agreement at no penalty or cost to the Client within thirty (30) days of receiving such notice.

ii. Client acknowledges that the Client is not entitled to any portion of such Subcontractor Service Fee. In addition, the CNI Service Fee described above will be charged for payment card and electronic check payments accepted through Subcontractor Payment Channels. The collection of any Subcontractor Service Fees or CNI Service Fees accepted through Subcontractor Payment Channels shall be made in accordance with the provisions of Section 10.a.i. of this Agreement.

c. The CNI Service Fee and the Subcontractor Service Fee are collectively described in this Agreement as the "**Service Fee.**"

11. Refunds/Chargebacks.

- a. The Parties acknowledge that once a transaction is submitted by a Sender for processing to the applicable payment network, CNI cannot cancel or change the transaction. Except to the extent required by applicable law, payments processed by CNI are non-refundable to the Sender by CNI. A Sender (as defined in Section 3.a. above) may have additional refund or chargeback rights under the Sender's agreement with his/her card issuer or applicable law.
- b. In the case of chargebacks or returned funds, CNI will be responsible for pursuing the chargeback, if appropriate in CNI's sole discretion. Upon written request from CNI, Client agrees it will provide the requested information needed to pursue the chargeback.
- c. If a Sender requests a refund of the funds, CNI will not be responsible for making those funds available if they have been already settled to a Designated Account by CNI or are beyond CNI's control and are in the process of being deposited into a Designated Account by a third party. In the event Client and the Sender issue contradictory instructions or requests to CNI, Client's instructions will prevail, and Client will indemnify and hold CNI harmless from any and all losses, costs, and expenses (including reasonable attorneys' fees) as a result of complying with Client's instructions.
- d. Refunds may be processed the same day or later. If processed later, CNI will bill the Client for the amount of the transaction, as CNI is the merchant of record and, in accordance with Section 5.a.iii. above, provides settlement to the Client daily.

12. Right of Set-Off. The Client, as partial security for its payment obligations to CNI, hereby grants to CNI the right of set-off against any amounts of money or sums from time to time on deposit with, owing to, or standing to the credit of the Client on the books of CNI. If when or after receiving funds from the Sender, a chargeback occurs and the funds have already been settled to the Designated Account by CNI or the funds are beyond CNI's control and are in the process of being deposited into a Designated Account by a third party, then Client hereby authorizes CNI to set-off those funds against the next remittance to Client or, if there are no further remittances due, Client will immediately refund the funds to CNI to cover the chargeback. This right of set-off is a safety measure for CNI so that in the event CNI should need to recover funds related to this Agreement from the Client, there is authorization in this Agreement to do so.

13. Representations and Warranties.

- a. **Client's Representations and Warranties.** Client represents and warrants to CNI that the following are true and correct, and will remain true and correct, during the Term:
 - i. Client will comply (and will cause its employees, agents, and subcontractors to comply) with all applicable federal, state, and local laws and regulations applicable to it including, including, but not limited to, the Fair Debt Collection Practices Act or any other applicable collections, telemarketing, or consumer protection laws to which the Client may be subject.
 - ii. The entering into this Agreement is not a breach of any other agreement entered into by the Client.
 - iii. The individual signing below on behalf of the Client has the necessary authority to execute this Agreement.
 - iv. Any information supplied outside of this Agreement to CNI for CNI's use in implementing this Agreement or carrying out CNI's responsibilities under this Agreement is true and correct and does not omit any material information.
 - v. The amount being paid by the Sender to the Services Account represents bona fide amounts due to and to be paid through Client and not previously submitted.
 - vi. The Client is not providing a service that violates federal, state, or local law in any jurisdiction that may be applicable; and
 - vii. The Client will credit each Sender's Payment on the Client's books promptly after the Client is notified of the Payment.
- b. **CNI Representations and Warranties.** CNI represents and warrants to Client that the following are true and correct, and will remain true and correct, during the Term:

- i. CNI shall comply with all applicable federal, state, and local laws and regulations applicable to it including, but not limited to, the Electronic Fund Transfer Act/Regulation E, Truth in Lending Act/Regulation Z, and the Gramm-Leach-Bliley Act.
- ii. To the extent applicable to CNI, CNI shall comply with the requirements of Section 448.095(2), Florida Statutes, by using the E-Verify system to verify the work authorization status of newly hired employees of CNI.
- iii. CNI maintains or will obtain all government licenses, registrations, authorizations, consents, and approvals currently required to carry on its business as now conducted and as proposed to be conducted in accordance with this Agreement, including but not limited to any currently required federal or state money transmitter or money services business licenses or registrations.
- iv. CNI shall comply with the applicable card associations' current operating rules and regulations (e.g., MasterCard, Discover, and American Express), including the Payment Card Industry Data Security Standards (PCI DSS).

14. Indemnification. To the extent permitted by applicable law, each Party (the "Indemnifying Party") agrees to reimburse, indemnify and hold harmless the other Party (the "Indemnified Party") and its subsidiaries and affiliates, and its and their respective directors, officers, members, managers, employees, agents, affiliates, successors and assigns from and against all losses, claims, damages, actions, suits, proceedings or judgments, including costs, expenses and reasonable attorneys' fees ("Liabilities") assessed against or otherwise incurred by the Indemnified Party arising, in whole or in part, from claims by a third party regarding the Indemnifying Party's: (a) breach of any representation or warranty by Indemnifying Party under this Agreement; (b) violation of any applicable laws, rules, regulations or ordinances by the Indemnifying Party; or (c) unauthorized use or disclosure of Confidential Information in violation of this Agreement. The indemnification provided for in this Section does not apply to any claim or complaint to the extent it is caused by a Party's own negligence or willful misconduct. The indemnification provided in this Section survives the termination of this Agreement.

15. Limitation of Liability; No Other Warranty. OTHER THAN CNI'S OBLIGATION TO PAY CLIENT ANY FUNDS RECEIVED FROM SENDERS, AND SUBJECT TO ANY LIMITATIONS ON LIABILITY APPLICABLE TO CLIENT AS A GOVERNMENTAL ENTITY OR AGENCY OF STATE GOVERNMENT, IN NO EVENT SHALL CNI'S AGGREGATE LIABILITY IN TOTAL FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT EXCEED THE AMOUNT OF SERVICE FEES PAID TO CNI FOR PAYMENTS DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE MONTH IN WHICH THE CLAIM AROSE. THE FOREGOING LIMITATION APPLIES REGARDLESS OF THE NATURE OF THE CLAIM OR THE FORM OF THE ACTION EMPLOYED, WHETHER IN CONTRACT, WARRANTY, TORT OR OTHERWISE.

IN NO EVENT WILL CNI BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST INCOME OR LOST REVENUE WHETHER BASED IN CONTRACT, TORT, OR ANY OTHER THEORY.

THE SERVICES ARE PROVIDED "AS IS." EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, NEITHER PARTY MAKES, AND EACH PARTY EXPRESSLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, OR IMPLIED WARRANTIES ARISING FROM THE COURSE OF DEALING OR COURSE OF PERFORMANCE.

16. Termination.

- a. This Agreement may be immediately terminated by either Party, in its sole discretion: (i) in the event the other Party has not cured a breach of this Agreement within (30) days of written notice of such purported breach from the non-terminating Party; or (ii) for its convenience at any time upon at least thirty (30) days written notice to the other Party.
- b. CNI may immediately terminate or suspend this Agreement or a specific Service, in its sole discretion, at any time upon written notice to Client as a result of any of the following events:

- i. If any information provided by Client in connection with this Agreement is inaccurate, incomplete, or misleading.
- ii. This Agreement would cause CNI to be out of compliance with regulatory requirements, or upon a request to terminate from CNI's regulators.
- iii. Voluntary or involuntary bankruptcy or insolvency proceeding involving Client or an associated governmental body, or CNI deems Client or the associated governmental body to be financially insecure.
- iv. Client or any customer of Client is utilizing or attempting to utilize the Services (a) for a purpose which violates applicable laws, regulations, ordinances, or regulatory guidance, or CNI's policies; or (b) for payment to an entity other than the Client.

17. Obligations Upon Termination. Termination of the Agreement does not affect either Party's respective rights or obligations under this Agreement as to any Payment transaction submitted for processing prior to the date of termination. Notwithstanding any termination of this Agreement:

- a. Client shall continue to be responsible for any and all fees, chargebacks or returns, or incurred pursuant to this Agreement.
- b. CNI may estimate the amounts of chargebacks or returns and other obligations, liabilities, or expenses that it reasonably anticipates subsequent to termination, and Client agrees to remit to CNI all such amounts within fourteen (14) days from the date of termination.
- c. Any property furnished by CNI to the Client remains the sole property of CNI, and Client agrees to promptly return any equipment, display material, or other property furnished to Client by CNI after termination.
- d. CNI agrees to remit to the Client any and all monies owed to Client under the Agreement within seven (7) days from the date of termination in accordance with the processes set forth under this Agreement.
- e. If at any time subsequent to termination, CNI discovers that it previously sent erroneous payments to the Client, CNI agrees to promptly notify the Client and provide reasonable documentation.

18. Notice. All notices given under this Agreement must be in writing and personally delivered, mailed first-class or via courier, or e-mailed to the address specified below for CNI or for Client, or such other address as either Party may provide to the other by written notice from time to time. Mailed notices are received two (2) Banking Days after mailed; notice by personal delivery, courier or email considered received when delivered.

To: *CiviTek National, Inc.*
 3544 Maclay Blvd.
 Tallahassee, FL 32312
 Attn: Lisa Rubes, Contract Manager
 Phone: 850-921-0808
 E-mail: lrubes@flclerks.com

To: *Highlands County Board of County Commissioners*
 600 S. Commerce Ave.
 Sebring, FL 33870

Attn: Gloria Rybinski Contracts Manager
 Phone: 863-402-6836
 E-mail: grybinski@highlandsfl.gov

19. Marks and Logos; Press Releases and Public Statements.

- a. Except as otherwise provided in this Agreement, neither Party may use any name, logo, trademark, service mark, or copyrighted material of the other Party without first obtaining the prior written approval of the other Party. Notwithstanding the foregoing, in an effort to assist Senders in making Payments to the Client, CNI may use the Client's name and logo in CNI's materials displayed at physical locations where payments are initiated.

- b. Each Party agrees that it will not make any press release or other public statements or communication regarding the other Party without the prior written consent of the other Party, such consent not to be unreasonably withheld, unless such Party reasonably believes it is required to do so by applicable law or regulation. CNI may issue an initial press release announcing the Client's relationship with CNI within a reasonable period after the Agreement has been executed by the Parties.

20. Confidential Information.

- a. **"Confidential Information"** means nonpublic information revealed by a Party (whether in writing, orally, or by another means) to the other including: (i) information expressly marked or disclosed as confidential, or information which a reasonable person would appreciate as confidential, (ii) information traditionally recognized as proprietary trade secrets, (iii) all forms and types of financial, business, scientific, technical, economic, or engineering information including patterns, plans, compilations, programs, devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing, which may be identified with the legend "CONFIDENTIAL" and (iv) all copies thereof; **"Disclosing Party"** means a Party that discloses Confidential Information to the Receiving Party; and **"Receiving Party"** means a Party who receives Confidential Information from the Disclosing Party.
- b. The Receiving Party agrees to keep in confidence and use at least the same degree of care it uses to protect its own confidential or proprietary information, Confidential Information. The Receiving Party also agrees not to use such Confidential Information for any purpose except as contemplated by this Agreement without the prior written consent of the Disclosing Party, and not to disclose any Confidential Information received by it from the Disclosing Party to any third party or to any person or person(s) affiliated in any manner with the Receiving Party other than those involved in the relationship with the Disclosing Party.
- c. Both Parties agree: (a) to maintain administrative, technical and physical safeguards to guard the security and integrity of Confidential Information and to implement appropriate information security and disposal measures, which are designed to meet the requirements applicable to the Party under applicable law and this Agreement; (b) to implement written information security and disaster recovery plans; and (c) to comply with all applicable laws and regulations regarding the security, handling, use and disclosure of such Confidential Information.
- d. Exclusions. The restrictions set forth in this Section do not apply to any information that: (i) was known by the Receiving Party without obligation of confidentiality prior to disclosure thereof by the other Party; (ii) was in or entered the public domain through no fault of the Receiving Party; (iii) is disclosed to the Receiving Party by a third party legally entitled to make such disclosure without violation of any obligation of confidentiality; (iv) is required to be disclosed by applicable laws or regulations (but in such event, only to the extent required to be disclosed); or (v) is independently developed by the Receiving Party without reference to any Confidential Information of the other Party.
- e. Upon request of the other Party, each Party agrees to return to the other all materials, in any medium, which contain or reveal all or any part of any Confidential Information of the other Party or to promptly certify in writing the complete destruction of such materials to the other Party. Notwithstanding the foregoing, each Party is entitled to retain (and not return or destroy) sufficient information to maintain legally required records to support their business functions, but only to the extent as legally required.
- f. Each Party acknowledges that breach of this provision by it would result in irreparable harm to the other Party, for which monetary damages would be an insufficient remedy, and therefore that the other Party is entitled to seek injunctive relief to enforce the provisions of this Section.
- g. *Florida's Public Records Laws.* Pursuant to § 119.0701(2)(a), Florida Statutes, the Client is required to provide CNI with this statement and establish the following requirements as contractual obligations pursuant to this Agreement. Furthermore, regardless of anything set forth in this Agreement to the contrary, the following applies with regard to Public Records:

IF CNI HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CNI'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, Gloria Rybinski AT 863-402-6836, grybinski@highlandsfl.gov, 600 S. Commerce Ave. Sebring FL 33870

By entering into this Agreement, CNI acknowledges and agrees that any records maintained, generated, received, or kept in connection with or related to the performance of services provided under this Contract are public records subject to the public records disclosure requirements of Section 119.07(1), Florida Statutes, and Article I, Section 24 of the Florida Constitution. Pursuant to Section 119.0701, Florida Statutes, any contractor entering into a contract with the Client is required to:

- i. Keep and maintain public records required by the Client to perform the services and work provided pursuant to this Agreement.
- ii. Upon request from the Client's custodian of public records, provide the Client with a copy of the requested records or allow the records to be inspected and copied within a reasonable time at a cost that does not exceed the cost set forth in Chapter 119, Florida Statutes, or as otherwise provided by law.
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as otherwise authorized by law for the duration of the term of this Agreement and following completion of this Agreement if CNI does not transfer the records to the Client.
- iv. Upon completion of this Agreement, transfer, at no cost to the Client, all public records in the possession of CNI or keep and maintain public records required by the Client to perform the service. If CNI transfers all public records to the Client upon completion of the Agreement, CNI shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CNI keeps and maintains public records upon completion of the Agreement, CNI shall meet all applicable requirements for retaining public records, including meeting any applicable retention periods prescribed by the Florida Department of State, Division of Library Services.
- vi. Requests to inspect or copy public records relating to the Client's Agreement for services must be made directly to the Client. If CNI receives any such request, CNI shall instruct the requestor to contact the Client. If the Client does not possess the records requested, the Client shall immediately notify CNI of the request, and CNI must provide the records to the Client or otherwise allow the records to be inspected or copied within a reasonable time.
- vii. CNI acknowledges that failure to provide the public records to the Client within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.
- viii. CNI further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the Client.

21. Use and Protection of Personal Information.

- a. General. The Client is the owner of the primary relationship between the Client and any Sender utilizing the Services. All information relating to that relationship that is received by CNI from the Client, such as the Sender's account number with the Client, is owned by the Client and constitutes Confidential Information of Client. All information related to the money transmission relationship between Sender and CNI, such as CNI's internal reference number, is owned by CNI and constitutes Confidential Information of CNI as described above.

- b. **Nonpublic Information.** To the extent applicable, each Party agrees to protect and keep confidential all personally identifiable information about or pertaining solely to the other Party's customers. For purposes of this Section, "nonpublic personal information" ("**NPPI**") refers to the personally identifiable information described in the preceding sentence and has the same meaning as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999, and its applicable regulations. Each Party agrees to collect and use the other Party's NPPI only to exercise the rights and perform the obligations for which such information was disclosed, as specifically set forth in or clearly implied by this Agreement. Neither Party may reuse the other Party's NPPI and agrees to destroy it or return it to the other Party, at such Party's request, if a Party does not have a specific business purpose under the Agreement to retain it; provided, however, that a Party may use its own customer information about an individual who has purchased a product or service from such Party and is thereby a customer of such Party.
 - c. **Permitted Disclosure of NPPI.** Unless prohibited elsewhere in this Agreement, a Party may disclose NPPI (i) to the affiliates of the Party; (ii) in the ordinary course of its business to its affiliates or third-party service providers to carry out the purposes for which such NPPI was disclosed to such Party; or (iii) if such disclosure is authorized by law.
 - d. **Security Breach.** The Receiving Party agrees to implement response programs that specify actions to be taken when the Receiving Party detects actual or suspected unauthorized access to information or systems. As part of such response programs, the Receiving Party agrees to notify the Disclosing Party promptly of any breach or suspected or attempted breach, of its security-related to areas, locations, or computer systems which contain any Confidential Information and to cooperate with the Disclosing Party to assist in regaining possession of the Confidential Information and prevent its further unauthorized use and take any necessary remedial actions.
22. **Audit.** Either party may, upon reasonable notice to the other party audit the other party's books and records related to this Agreement in the event any breach of this Agreement is suspected.
23. **Error/Fraud Prevention and Investigations.** In an attempt to reduce the occurrence of any remittances or overpayments made in error or fraud related to the Service, CNI may utilize various tools to help ensure the accuracy of the information transmitted between the Parties and the validity of the transactions. The Client will cooperate in good faith to help ensure the accuracy of the information transmitted between the Parties and will implement appropriate changes requested by CNI within a reasonable time after their development. CNI may make any changes to the systems used by the Client or Senders that it deems necessary in its sole discretion to help reduce erroneous or fraudulent payments.
24. **Regulatory Examination.** Each Party agrees to provide the other Party with such information and reasonable assistance as may be necessary for the requesting Party's legal or regulatory compliance with respect to its role in the Services, subject to assurances to maintain the confidentiality of the information and subject to applicable privacy, confidentiality, and other laws. Each Party accordingly agrees to fully cooperate with requests by the other Party or its regulators and to promptly provide access to such personnel, facilities, information, books, or records as may be requested with regard to its role in the Services.
25. **Assignment; Subcontractors.** Client may not assign this Agreement or subcontract the services provided to Client to a third party without the prior written consent of CNI, and such consent shall not be unreasonably withheld. Client agrees that the Services or any portion thereof as determined by CNI may be performed by an affiliate of CNI, as CNI's subcontractor.
26. **Amendments.** This Agreement may not be modified or amended except by an instrument or instruments in writing signed by the Party against whom enforcement of any such modification or amendment is sought.
27. **Severability.** In the event that any part of this Agreement is deemed by a court, regulatory authority, or other public or private tribunal of competent jurisdiction to be invalid or unenforceable, such provision is deemed to have been omitted from this Agreement. The remainder of this Agreement remains in full force and effect and is modified to any extent necessary to give such force and effect to the remaining provisions, but only to such extent.
28. **Waivers.** Neither Party will be deemed to have waived any of its rights, power, or remedies hereunder except in writing signed by an authorized agent or representative of the Party to be charged. Either Party may, by an instrument in writing, waive compliance by the other Party with any term or provision of this Agreement on

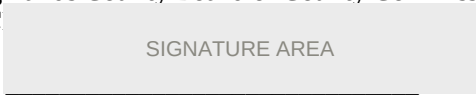
the part of the other Party to be performed or complied with. The waiver by either Party of a breach of any term or provision of this Agreement is not to be construed as a waiver of any subsequent breach.

- 29. Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The Parties agree that the proper venue for any litigation arising out of this Agreement shall be the appropriate federal or state court sitting in Leon County, Florida.
- 30. Force Majeure.** Neither Party will be deemed in default of its obligations to the extent that the performance of any such obligation is prevented or delayed by war, insurrection, fire, flood, riot, acts of terrorism, strikes, acts of God, telecommunications failures or errors, systematic internet failure, including but not limited to interruptions by service providers, or any similar event or circumstance not caused, in whole or in part, by such Party, and which is beyond the reasonable control of such Party.
- 31. Independent Contractors.** It is expressly agreed that the Parties are acting as independent contractors and not as joint venturers, partners, employer-employee, principal-agent, or other similar business arrangements. This Agreement is not to be construed as authority for either party to act for the other party in any agency or another similar capacity.
- 32. Counterparts.** This Agreement may be executed in multiple counterparts, which may be combined to form one final binding agreement.
- 33. Survival.** The provisions of this Agreement that by their terms survive any termination or expiration of this Agreement shall so survive in accordance with their terms. In addition, without limiting the generality of the preceding sentence, Sections 4, 5, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 20, 21, 22, 24, 29, 30, and this Section, shall survive any expiration or termination of this Agreement or any Services provided hereunder. Expiration or termination shall not affect the obligation of either Party arising prior to termination.

This Agreement (including any Attachments or Exhibits) constitutes the entire agreement between the Parties with respect to the Services provided hereunder and supersedes all prior proposals, agreements, amendments, orders, and attachments, both written and oral, and all other written and oral communications between the Parties.

ACKNOWLEDGED AND AGREED TO:

Highlands County Board of County Commissioners
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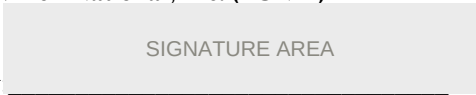
By: 

Name: Scott Kirouac

Title: _____

Date: _____

CiviTek National, Inc. ("CNI")

By: 

Name: Peggy Ball

Title: Director, Strategic Business

Date: _____

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: August 3, 2021

PRESENTER: Highlands County Clerk of Courts Senior Accountant Jackie Gabrus

SUBJECT/TITLE: Request approval to accept into the record the Court-related and other Miscellaneous Funds Revenue and Expenditures Summary, for the Quarter ended June 30,2021

STATEMENT OF ISSUE

This summary report is being provided in accordance with section 318.18(13) and 939.185 Florida Statutes, and Section 2.5 and 2.8 of the Highlands County Code of Ordinances.

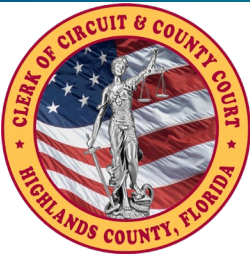
RECOMMENDED ACTION

Move approval to accept into the record the Court-related and other Miscellaneous Funds Revenue and Expenditures Summary, for the Quarter ended June 30,2021.

FISCAL IMPACT

No fiscal impact.

Attachments: [FY 2021 Court-Related and Other Misc Funds Memo June 2021.pdf](#)



Jerome Kaszubowski
Clerk of Circuit Court & Comptroller
Highlands County, Florida

CLERK OF CIRCUIT COURT
CLERK OF COUNTY COURT
COUNTY AUDITOR
COUNTY RECORDER
CLERK TO THE BOARD OF COUNTY COMMISSIONERS

590 S COMMERCE AVE
SEBRING FL 33870-3867
PHONE (863) 402-6565
FAX (863) 402-6768

MEMORANDUM

Date: August 3, 2021

To: Highlands County Board of County Commissioners

**From: Sally B. Hood, Accounting and Finance Director
Highlands County Clerk of Courts**

**Subject: Court-Related and Other Miscellaneous Funds Revenue and Expenditures for the
Board of County Commissioners**

Following is a summary of various court-related and other miscellaneous funds revenue and expenditures for April through June 2021.

Fund	Reference	Quarterly Revenues	Quarterly Expenditures	Fiscal Year Expenditure Budget Balance
122	E911 Operations Fund	\$119,763.04(a)	\$ 292,164.27	\$ 97,388.01
131	Intergovernmental Radio Communications Fund	22,565.99	0.00	2,000.52
140	Law Enforcement Education Trust Fund (Ord. No. 98-16 and 98-17)	6,661.64	0.00	22,595.00
149	Dori Slosberg Driver Education Safety Act (Ord. No. 02-03-2 and 10-11-03)	6,824.22	0.00	20,000.00
176	State Court Facilities Trust Fund (F.S. 318.18 and Ord. No. 02-03-23)	40,457.14	90,844.58	113,504.08
177	Court Innovations (F.S. 939.185 and Ord. No.03-04-23)	7,258.98	0.00	103,500.00
177A	Law Library (F.S. 939.185 and Ord. No.03-04-23)	7,084.78	7,084.78	3.39
177B	Legal Aid Program (F.S. 939.185 and Ord. No.03-04-23)	7,074.03	12,898.95	17,727.58
177C	Juvenile Alternative Program (F.S. 939.185 and Ord. No.03-04-23)	7,147.15	0.00	18,850.00
160	Teen Court – F.S. 939.19(5) (Clerk Fund)	5,192.97	4,341.40	N/A

(a) Revenues received from the state lag 2-3 months.

Please do not hesitate to contact our office if you need additional information.

Thank you.

cc: Jerome Kaszubowski, Clerk of Courts
Randy Vosburg, County Administrator
Raymond Hancock, Senior Director Court Services
Paul Blackman, Sheriff
Garrett Roberts, General Counsel, Sheriff's Office



**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: 08/03/2021

PRESENTER: Tanya Cannady, CPA, CDM
Business Services Director

SUBJECT/TITLE: A resolution of the 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 re-imposition 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.

STATEMENT OF ISSUE

Ordinances 17-18-04, 17-18-08 and 18-19-17, as codified into Chapter 9, Article XLI (41), of the Highlands County Code of Ordinances, which authorizes the annual imposition of fire protection assessments for related services, facilities and/or programs providing special benefits to certain assessed property within the County.

RECOMMENDED ACTION

Move to approve a resolution of the 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 re-imposition 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.

FISCAL IMPACT

The fiscal impact to Fund 181 (Fire Assessment) will be an increase in assessment revenue \$628,000 by removing the residential cap and increasing all categories by 7% from previous year.

Attachments: [Resolution 20-21-132 FINAL.Fire Assessment.SGS.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 THE CITY OF MOUNT DORA, FLORIDA:

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	\$.06738
Institutional	\$.07350
Land Property Use Category	Rate Per Parcel
Vacant Land	\$26.95095

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 ____ day of August 2021.

**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# GG362393
Expires 8/5/2023

The foregoing instrument was acknowledged before me by means of ☒ 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 28th 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.


Sworn to and subscribed before me this 8th day of July 2021


Notary Public

(Notary Stamp)



ROMONA WASHINGTON
Commission # GG 333543
Expires June 20, 2023
Banded Five 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: 08/03/2021

PRESENTER: Clinton Howerton, Jr., County Engineer
Tanya Cannady, Business Services Director

SUBJECT/TITLE: 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.

STATEMENT OF ISSUE

Highlands County Code of Ordinances, Chapter 8.5, Solid Waste, Article III, Assessment, 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. The County desires to re-impose its annual solid waste assessment outside of the rates established in prior assessment resolutions.

RECOMMENDED ACTION

Move to approve the 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.

FISCAL IMPACT

The fiscal impact to Fund 401 would be an increase of \$2,561,611 in assessment revenue if the annual assessment is increased from \$173 to \$240 per billing unit.

Attachments: [Resolution 20-21-131 .FINAL Reimposition solid waste assessment.FY20-21.SGS.pdf](#)

RESOLUTION NO. 20-21-31
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 benefitted 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 benefitted 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	\$240.00

C. 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”**.

D. 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 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.

**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

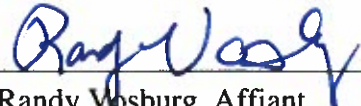
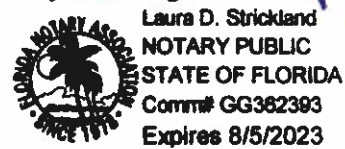
BEFORE ME, the undersigned authority, personally appeared Randy Vosburg who, after being duly sworn, deposes and says:

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.

STATE OF FLORIDA
COUNTY OF HIGHLANDS


 Randy Vosburg, Affiant

 Laura D. Strickland
 NOTARY PUBLIC
 STATE OF FLORIDA
 Comm# GG362393
 Expires 8/5/2023

The foregoing instrument was acknowledged before me by means of ☒ 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

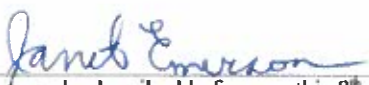
AFFIDAVIT OF PUBLICATION

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.


 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 Service

Exhibit “B”
Proof of Publication

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

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: 08/03/2021

PRESENTER: Liz Barber, Legislative Affairs & Grants Coordinator

SUBJECT/TITLE: Update on the progress of the Federal Grant agency, Merchant McIntyre, to summarize the 90-day trial period.

STATEMENT OF ISSUE

Merchant McIntyre met virtually with Administration, the Legislative Affairs & Grants Coordinator, and all Directors to discuss the County's needs and "wish list" for projects that need additional funding. Based on those meetings over the past 2 months, MM created a report to summarize the federal grants that they feel the County will most likely have success in winning.

RECOMMENDED ACTION

Move to approve the renewal of the service agreement with Merchant McIntyre for 12 months.

FISCAL IMPACT

The fiscal impact will be increase to Fund 005 (General) in the amount of \$78,000 split between two (2) fiscal years; \$13,000 in the current fiscal year and \$65,000 in FY 21/22.

Attachments: [Highlands County_Federal Funding Strategy_July 2021.pdf](#)



FEDERAL FUNDING STRATEGY & GRANTS GRID

Prepared for: Elizabeth Barber, Legislative Affairs & Grants Coordinator
Presented by: Merchant McIntyre & Associates, LLC

July 16, 2021



Elizabeth Barber
Administrative Office, Board of Highlands County Commissioners
600 S Commerce Ave.
Sebring, FL 33870

July 16, 2021

Dear Elizabeth:

Merchant McIntyre & Associates (MM) is pleased to present this comprehensive Federal Funding Strategy to Highlands County, Florida. This report represents the consolidated findings, recommendations, and proposed next steps for Highlands County to pursue federal funding opportunities aligned with the County's priority needs.

This strategy is built on our Resource Inventory discussions, ongoing exploration and collaboration with federal program officers in D.C., and continued discussions with you and County staff. There are significant opportunities for the County through increased engagement at the federal level, and this document outlines specific funding targets and our strategy to secure that funding.

Based on our discussions thus far, we assess that Highlands County is well-positioned to win federal grants. Federal support should be an integral part of your overall strategy to achieve the County's objectives. As your federal grants staff, Merchant McIntyre will assist in the identification, preparation, and submission of award-worthy applications. We recommend initiating targeted engagement with key federal program staff immediately while continuing discussions with leadership and staff to begin work on identified application requirements for the grants in our Strategy and Grants Grid.

We have appreciated learning about the vision and development priorities you, department leaders, and staff have for Highlands County. Your desire and determination to improve the quality of life of your residents resonates with us -- and will resonate with federal program officers. The strategic approach to federal funding we've outlined in this report will create long-term, productive relationships for the County with key federal programs, resulting in the delivery of federal resources to support the County's critical infrastructure, economic development, public health and safety, and workforce development projects, to name a few.

We're pleased to present our initial findings and recommendations in this strategy and grants grid and look forward to a successful partnership with Highlands County!

Sincerely,

A handwritten signature in black ink, reading 'Kathryn Peterson'.

Kathryn E. Peterson
Partner and General Counsel

A handwritten signature in black ink, reading 'Brent W. Merchant'.

Brent W. Merchant
Principal and Co-Founder

A handwritten signature in black ink, reading 'Drew M. Donaher'.

Drew M. Donaher
Senior Government Relations Associate

A handwritten signature in black ink, reading 'E. Reeves Moseley'.

E. Reeves Moseley
Government Relations Associate

I. SITUATION ANALYSIS & RESOURCE INVENTORY FINDINGS

Building on initial conversations with you and key members of the Highlands County team, the objectives of the Resource Inventory were to 1) assess the County's and your strategic partners' capacity to pursue federal grants, and 2) identify major County priorities relevant to federal funding.

To achieve the objectives of our partnership, Merchant McIntyre has extensively researched background information on the local, regional, and state priorities to determine how they – along with the County's key projects – align with federal funding opportunities. To inform our recommendations on federal funding opportunities, MM developed this situation analysis to provide context and further develop our understanding of the County's role at the local and regional level.

Our approach is further informed by recent developments in Washington, notably the passage of the American Rescue Plan Act; the release of President Biden's FY 2022 Budget; and the introductions of key legislation including the American Jobs Plan, American Families Plan, and "earmark" opportunities in appropriations and certain authorizing legislation. These bills and legislative frameworks allow MM to better predict and prepare for grant opportunities and congressionally directed spending. Importantly, the legislation also supports our more strategic assessment of the type of funding the federal government will make available to municipal governments like Highlands County, and for what purposes. Even as we move forward on specific grant programs for economic development, infrastructure, and public safety needs, we will focus in on additional present and future opportunities that could be supplemented and improved through legislative efforts.

Strengths

In the context of pursuing federal funding, the County possesses several notable strengths. First, Highlands County's greatest strength is its administration and staff! In our Resource Inventory meetings, we experienced a strong devotion to the County's residents and the County's mission, and the requisite competency and commitment to be successful at the federal level. Our discussions demonstrated that the County's staff is driven to help address community needs. Based on our communications and collaboration to date, we're encouraged that the County will be a great partner as we move forward with applications for federal funding.

Highlands County's location and population are also strengths. In recent years, Highlands County has seen slight increases in both population and median household income. These statistics indicate a coordinated effort on the part of public and private entities in the County to encourage residency, business innovation, and community development. With direct access to markets, industries, and individuals in the greater Tampa and Orlando regions, the County is well positioned to continue growing as a regional economic hub. Additionally, the County's rural classification increases competitiveness and qualification for a number of USDA and EDA grant and loan opportunities.

As presented in the Federal Grants Grid (below), there is a wide range of grants available to enhance many of the County's initiatives and to multiply federal investment in the region. Among

the primary goals of our partnership are to capitalize on these opportunities, leverage the County's strengths, and address priority funding needs.

Growth Opportunities

There are three significant growth opportunities related to building the County's capacity for producing award-worthy federal grant applications: (1) partnerships, (2) project design, and (3) grant writing and administrative support.

Highlands County's partnerships are impressive and will serve as a significant resource when pursuing federal funding. Nevertheless, there are opportunities to cultivate additional relationships with other local, regional, and statewide entities in health care, education, private industry, and more. MM will help the County leverage existing relationships and create new, meaningful, and actionable partnerships that can be deployed to apply for and win federal funding. Forming such partnerships is often essential to producing award-worthy applications. MM will work alongside County staff to identify, cultivate, and formalize these partnerships to assist in winning grants.

Project design is another critical focus area for Highlands County to benefit its federal funding portfolio. With your grant and programmatic experience, we will be able to break down each project into five main components: activities, budget, partnerships, evaluation, and sustainability. Specifically, the approach to many federal grants consists of identifying a theory of change and creating a logic model and work plan. MM will co-create these materials with the Highlands County team.

Finally, we will serve as a force multiplier for Highlands County's internal grant writing and administration capacity. As you know firsthand, strategically identifying, designing, and writing winning federal grant applications takes significant time and expertise. We're partnering with the County to win grants while simultaneously building your internal capacity to efficiently pursue and implement federal grants that benefit your residents and the County's overall financial situation.

II. RECOMMENDATIONS

On the following pages, Merchant McIntyre has identified a number of federal grants that Highlands County should begin considering and preparing in the coming weeks and months. We have also presented longer-term opportunities for which we should begin reviewing program requirements and partnerships now – well ahead of the release of these funding opportunities.

The keys to winning federal grants are (1) having a crystal-clear understanding of what federal program officers are looking for in an award-worthy submission, and (2) beginning to write the application long before the grant is publicly announced.

Collectively, these programs have the potential to support critical investments in the community that address many of the priorities you shared with us before, during, and after the Resource Inventory. Therefore, MM has three straightforward high-level recommendations:

1. Select and prioritize relevant grants from the Federal Grants Grid;

2. Initiate introductory conversations with federal program officers; and
3. Begin to address capacity and substantive questions for specific grants.

These opportunities are presented in the initial Federal Grants Grid. This document serves as the starting point for our consideration of these grants, including MM's recommendations based on our current understanding of your priorities, strengths, and initial assessment of how the funding aligns with your most pressing needs. Further discussion is required to know exactly how each grant fits within a given priority need and/or program – we look forward to discussing this with County leadership!

As we consider specific funding opportunities, MM has already begun to work with County staff to identify strengths and potential weaknesses in the County's priorities. Our goal is not for the County to be merely eligible for each grant we pursue together, but to be award-worthy!

As your staff, Merchant McIntyre will break down each solicitation and identify key “threshold questions” to address before preparing a full application.

The Federal Grants Grid presents a comprehensive picture of all potential federal funding Highlands County can access during the next 12-18 months or so. Our recommendations in this strategy feature the grant applications we are recommend beginning work on immediately. These are:

1. Economic Development Administration (EDA) Public Works and Economic Adjustment Assistance Grants (Summer 2021)
2. EDA Planning & Local Technical Assistance Grants (Fall 2021)
3. Department of Justice (DOJ) Law Enforcement Mental Health and Wellness Act (LEMHWA) Program (est. early 2022)
4. Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant Programs:
 - a. Assistance to Firefighters Grant (AFG) (est. February 2022)
 - b. Staffing for Adequate Fire and Emergency Response (SAFER) (est. February 2022)
 - c. Fire Prevention & Safety (FP&S) Grant (est. February 2022)
5. Substance Abuse and Mental Health Services Administration (SAMHSA) Rural EMS Training (est. February 2022)
6. U.S. Department of Agriculture (USDA) RBDG (est. March-April 2022)
7. DOJ COPS Hiring Program (est. March-April 2022)

Congressional “Earmarks”

As previously discussed, we recommend starting our legislative “earmarks” strategy for FY 2023 this fall. Planning now and having discussions with Congress Steube’s office is critical to impacting appropriations and authorizing legislation that will be drafted and considered in calendar year 2022.

Based on our research from released FY22 congressional spending bills that have been approved by the House Appropriations subcommittees, Congressman Steube has shown support for Community Project Funding (CPF) requests from local and municipal governments within Florida’s 17th congressional district. We anticipate CPF funding will continue for the next few years, offering another avenue of federal funding for the County.

The next few pages contain the initial Grants Grid we have prepared for Highlands County.

Highlands County, FL

Federal Funding Targets

Potential Funding in Pipeline:

DASHBOARD: Summer 2021

\$10 million

Agency	Grant Program	Expected Timing	Funding Details	Program Description
Economic Development Administration (EDA)	Public Works and Economic Adjustment Assistance Grant	Anticipated timing: Summer 2021	Up to \$2.5 million; significant match and community partnership requirements Please note that EAA has had a \$10.5 million funding increase request to "make transformative investments where and when needed."	Economic/workforce development projects - infrastructure, business incubators, and other capital projects that lead to job creation.
Economic Development Administration (EDA)	Planning & Local Technical Assistance (LTA)	Rolling deadline. Recommend application in Fall 2021.	Award ceiling: \$150,000 Please note LTA has had a \$4 million funding increase request to support additional TA grants.	The LTA provides funding to undertake and promote effective economic development programs through projects such as feasibility studies and impact analyses.
U.S. Department of Justice (DOJ), Office of Community Oriented Policing Services (COPS)	Law Enforcement Mental Health and Wellness Act Program (LEMHWA)	Anticipated timing: Late 2021/Early 2022	Award ceiling: \$350,000	Law Enforcement Mental Health and Wellness Act (LEMHWA) program funds are used to improve the delivery of and access to mental health and wellness services for law enforcement through training and technical assistance, demonstration projects, and implementation of promising practices related to peer mentoring mental health and wellness programs. The LEMHWA program funds projects that develop knowledge, increase awareness of effective mental health and wellness strategies, increase the skills and abilities of law enforcement, and increase the number of law enforcement agencies and relevant stakeholders using peer mentoring programs.
U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA)	Assistance to Firefighters Grant Program (AFG)	Anticipated timing: January/February 2022	Awards typically max out around \$500,000	AFG is a suite of competitive discretionary grants comprised of 3 interconnected programs—Operations and Safety, Vehicle Acquisition, and Joint/Regional; provides direct assistance to fire departments, nonaffiliated EMS organizations, and State Fire Training Academies.
U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA)	Staffing for Adequate Fire and Emergency Response (SAFER) Grants	Anticipated timing: April 2022	Awards range from \$100,000 to \$5 million	SAFER offers grants to support activities in two categories: 1. Hiring of Firefighters; 2. Recruitment and Retention of Volunteer Firefighters.
U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA)	Fire Prevention & Safety Grants (FP&S)	Anticipated timing: March 2022	Award ceiling: \$1.5 million	Eligible program activities include: implementing fire prevention and education, fire code enforcement, fire and arson investigation, and firefighter safety and health programming and prevention efforts.

Substance Abuse and Mental Health Services Administration's (SAMHSA)	Rural EMS Training	Anticipated timing: February 2022	Award ceiling: \$200,000 over 1 year	Rural EMS Training grant focuses on training EMS personnel as appropriate to maintain licenses and certifications relevant to serve in an EMS agency, conducting courses that qualify graduates to serve in an EMS agency, and funding specific training to meet Federal or State licensing or certification requirements.
U.S. Department of Agriculture (USDA), Rural Development	Rural Business Development Grant Program (RBDG)	Anticipated timing: early 2022	Award ceiling: \$100,000	RBDG is a competitive grant designed to support targeted technical assistance, training, and other activities leading to the development or expansion of small and emerging private businesses in rural areas that have fewer than 50 employees and less than \$1 million in gross revenues. Programmatic activities are separated into enterprise or opportunity type grant activities.
U.S. Department of Justice (DOJ), Office of Justice Programs (OJP) Bureau of Justice Assistance (BJA)	Body-Worn Camera Policy and Implementation Program to Support Law Enforcement Agencies (BWCPIP-LEA)	Anticipated timing: Spring 2022	Award ceiling: \$2 million	BWCPIP-LEA supports the implementation of body-worn camera (BWC) programs in law enforcement agencies; the intent of the program is to help agencies develop, implement, and evaluate a BWC program as one tool in a law enforcement agency's comprehensive problem-solving approach to improve officer safety, enhance evidentiary value, and enhance officer interactions in ways that contribute to building community trust and facilitating cooperative engagements; while this grant supports the purchase of BWCs, it will encompass more than just the acquisition of equipment - integral components of the grant program include policy development, collaboration with other criminal justice agencies and community stakeholders, and adherence to evolving technological, training, and legal standards.
U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA)	STOP School Violence Prevention and Mental Health Training Program	Anticipated timing: Spring 2022	Award ceiling: \$150,000	Specifically, the program addresses: (1) training school personnel and educating students to prevent student violence; (2) development and operation of anonymous reporting systems concerning threats of school violence, including mobile telephone applications, hotlines, and websites; and (3) development and operation of school threat assessment and mental health intervention teams that may include coordination with law enforcement agencies and school personnel; in addition, the program may fund specialized training for school officials in intervening and responding to individuals with mental health issues who may threaten school safety.
U.S. Department of Transportation (DOT), Federal Highway Administration (FHWA) // Virginia Department of Conservation and Recreation (DCR)	Recreation Trails Program (RTP)	Anticipated timing: Summer 2022	Award ceilings vary - \$300,000 for non-motorized trails; \$400,000 for diversified trails; no ceiling for motorized trails; 20% cost match required	Recreational Trails Grants (RTP) are grants for recreational trail-related projects, such as hiking, running, bicycling, off-road motorcycling, and all-terrain vehicle riding; types of projects include: (1) building new recreation trails, including building trail bridges and installing wayfinding signs; (2) restoring existing trails, including trail bridges and signing; (3) developing and rehabilitating trailhead facilities; (4) acquiring land and permanent easements; and/or (5) water trails; funds may also be used to acquire land that is part of a trail development project.

U.S. Department of Justice (DOJ), Community Oriented Policing Services Office (COPS Office)	COPS Hiring Program (CHP)	Anticipated timing: Spring 2022	Up to \$125,000 per officer Please note a \$33.5 million increase for the Tribal Access Program, Collaborative Reform Initiative, and Tribal Resources Grant Program.	CHP grants may be used to (1) hire new officers (including existing vacancies that are no longer funded in an agency’s budget); (2) rehire officers already laid off by any jurisdiction as a result of state, local, or Bureau of Indian Affairs (BIA) budget reductions unrelated to the receipt of grant funding; and/or (3) rehire officers scheduled to be laid off by the grantee’s jurisdiction on a specific future date as a result of state, local, or BIA budget reductions unrelated to the receipt of grant funding.
U.S. Department of Justice (DOJ), Community Oriented Policing Services Office (COPS Office)	School Violence Prevention Program (SVPP)	Anticipated timing: Spring 2022	Award ceiling: \$500,000; 25% match required	SVPP funding provides up to 75% funding for the following school safety measures in and around K-12 (primary and secondary) schools and school grounds: (i) Coordination with law enforcement; (ii) Training for local law enforcement officers to prevent student violence against others and self; (iii) Metal detectors, locks, lighting, and other deterrent measures; (iv) Technology for expedited notification of local law enforcement during an emergency; and (v) Any other measure that the COPS Office determines may provide a significant improvement in security.
U.S. Department of Agriculture (USDA), Rural Development (RD)	Community Connect Grant Program	Anticipated timing: Early Spring 2022	Award ceiling: \$3 million	The Community Connect Program is designed to provide financial assistance to provide service at the Broadband Grant Speed in rural, economically-challenged communities where broadband service does not currently exist. Grant funds may be used to: (1) deploy service at the Broadband Grant Speed to essential community facilities, rural residents, and rural businesses, (2) construct, acquire, or expand a community center, and (3) equip a community center that provides free access to service at the Broadband Grant Speed to community residents for at least two years.
U.S. Department of Agriculture (USDA), Rural Development (RD)	Community Facilities	Rolling deadline	Small grants between \$25,000 and \$75,000; low-interest loans up to the full cost of the project	Funds can be used to purchase, construct, and/or improve essential community facilities (which includes educational services such as museums, libraries or schools), purchase equipment and pay related project expenses.
Environmental Protection Agency (EPA)	Brownfields Grants	Anticipated timing: Fall 2021	Award ceiling for Assessment: \$200,000; Award ceiling for Cleanup: \$500,000	EPA’s Brownfields Program provides funds to empower states, communities, tribes, and nonprofits to prevent, inventory, assess, clean up, and reuse brownfield sites.

U.S. Department of Agriculture (USDA), Rural Development (RD)	Distance Learning & Telemedicine (DLT)	Expected Spring/Summer 2022	Award ceiling: \$500,000	The DLT program helps rural communities use telecommunications to connect, overcoming the effects of remoteness and low population density. For example, this program can link teachers and medical service providers in one area to students and patients in another. Grant funds may be used for acquisition of eligible capital assets (such as audio/video/interactive video equipment, terminal and data terminal equipment, computer hardware/network components/software, and inside wiring and similar infrastructure that further DLT services); instructional programming; and technical assistance and instruction for using eligible equipment.
Environmental Protection Agency (EPA)	Environmental Education Local Grants Program	Anticipated timing: late 2021/Early 2022	Award ceiling: \$100,000; 25% cost match required	Supports locally-focused environmental education projects that increase public awareness and knowledge about environmental and conservation issues and provide the skills that participants in its funded projects need to make informed decisions and take responsible actions toward the environment.
Department of Health and Human Services (HHS), Substance Abuse and Mental Health Services Administration (SAMHSA)	Mental Health Awareness Training (MHAT) Grants	Anticipated timing: Spring 2022	Award ceiling: \$375,000	The purpose of this program is to train teachers and other relevant school personnel to recognize the symptoms of childhood and adolescent mental disorders; refer family members to appropriate mental health services if necessary; train emergency services personnel, veterans, law enforcement, and other categories of individuals to identify and appropriately respond to persons with a mental illness; and provide education to teachers and personnel regarding resources that are available in the community for individuals with mental illness.
National Endowment for the Arts (NEA)	Grants for Arts Projects	Anticipated timing: February 2022	Award ceiling: \$100,000	Grants for Arts Projects is the NEA's principal grants program. Through project-based funding, NEA supports public engagement with, and access to, various forms of excellent art across the nation, the creation of art, learning in the arts at all stages of life, and the integration of the arts into the fabric of community life.

National Endowment for the Arts (NEA)	Our Town Program	Deadline: August 2022	Award ceiling: \$200,000	These funds support projects that integrate arts, culture, and design activities into efforts that strengthen communities by advancing local economic, physical, and/or social outcomes. These projects require a partnership between a nonprofit organization and a local government entity, with one of the partners being a cultural organization. Project types include arts engagement, cultural planning, design, and/or artist/creative industry support, these projects contribute to improved quality of life in local communities. Our Town grants require a partnership between a nonprofit organization and a local government entity (at least one partner must be a cultural organization); and should engage in partnership with other sectors (such as agriculture and food, economic development, education and youth, environment and energy, health, housing, public safety, transportation, and workforce development).
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Finally, Merchant McIntyre “leaves no stone unturned.” While we may identify priorities for Highlands County where there are no currently available grants, we will continue to search for new federal funding programs that can address the County’s current and emerging needs.

III. CONCLUSION

Thank you for the opportunity to deliver this report. We look forward to discussing next steps. Specifically, we’re eager to begin attacking the immediate grant targets in our Recommendations section (indeed, we have already begun to do so).

The entire MM team is energized by the County’s commitment to improve the quality of life of your citizens. Together, we will begin developing longstanding, mutually beneficial relationships with the federal program officers who have jurisdiction over the grants that can fund the County’s priorities.

We’re pleased to be partnering with you to achieve significant federal support for Highlands County.

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**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: August 3, 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 July 19, 2021.

RECOMMENDED ACTION

This information is being provided for informational purposes

FISCAL IMPACT

No Fiscal Impact.

Attachments: [Status - Commissioner's Priorities \(FINAL\) 8.3.2021.pdf](#)
[Status - Project Updates \(FINAL\) 8.3.2021.pdf](#)

#	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 HCOCC. 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. Working our way down the list; within the bounds of funding. Kimley Horn is still trying to piece together all of the paper maps from Sebring. Applied for rural toolkit grant and received approval. Next deliverables will include finishing draw down tests for Sun N Lake and 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

#	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	7/24/2021
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. started pushing out hurricane preparedness information. 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. 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. Midway through Broadband Feasibility Study. Submitted application for DEO Technical Assistance Grant to fund Highlands County Retail Market Study.	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

**HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM**

DATE OF ACTION REQUEST: Aug 3, 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 __, 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
4	Priority 4	Valerie Fleegeer	Review request for a street light procedure	Additional information needed
5	Priority 4	Melony Culpepper	Review e-mail regarding legal lots of record	Assigned-SS/Under review
6	Priority 7	Tanya Cannady	Review MOU with University of Florida	Assigned-SS/under review
7	Priority 7	Jennifer Willis	Review Resolution – Road Closures request – Crutchfield Groves	Assigned -SS/under review
8	Priority 4	Dena Peterson	Review Final Plat – Dollar General Store	Assigned-SS/Under review
9	Priority 4	Thomas Haralson	Review Monday.com Agreement	Assigned-MR/under review
10	Priority 4	Lori DeLoach	Review RFP 21-021 – Economic Development Marketing	Assigned-MR/under review
11	Priority 4	Gail Escobar	Review Health Services Grant Agreements	Assigned-MR/under review
12	Priority 4	Marc Bashoor	MDi Ride Agreement	Assigned-SS/Under review
13	Priority 7	Sarah Albritton	Review Lincoln Heights Park Lease Agreement	Assigned SS/Under review
14	Priority 4	Johnathan Harris	Invasive Plant Management Assets Resolution	Assigned SS/Under review
15	Priority 7	David Nitz	Interlocal Fuel Tax agreements	Assigned SS/Under review

16	Priority 4	Clinton Howerton	Sebring Parkway Maintenance Agreement	Assigned SS/Under review
17	Priority 4	Chantel Brutus	FSF Grants for Visit Sebring/Pro Watercross	Assigned MR/Under review
18	Priority 4	March Bashoor	Sun N Lake EMS/SWFWMD RAI	SS/Under review

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 3, 2021

PRESENTER:

SUBJECT/TITLE: Board payables from July 21, through August 3, 2021

Attachments: