HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
Tuesday, January 7, 2025
9:00 AM
600 S. Commerce Ave. Sebring, FL 33870

1. **MEETING CALLED TO ORDER: Invitation to fill out "COMMENTS BY THE PUBLIC" forms.**

   Please silence all cell phones and devices.

2. **INVOCATION**

3. **PLEDGE OF ALLEGIANCE**

4. **SWEARING-IN CEREMONY OF CONSTITUTIONAL OFFICERS:**

   4.A *Swearing-in of a Constitutional Officer by the Honorable Commissioner Kevin Roberts:*
   1. Tax Collector Eric T. Zwayer

   4.B *Swearing-in of Constitutional Officers by the Honorable Judge David Langford:*
   1. Clerk of Courts Jerome Kaszubowski
   2.Supervisor of Elections Karen Healey
   3.Property Appraiser Raymond McIntyre
   4. Sheriff Paul Blackman

5. **CONSTITUTIONAL OFFICERS - ANNOUNCEMENTS:**

6. **ANNOUNCEMENTS**

   The Construction Licensing, Enforcement and Appeals Board will have a meeting at 7:00 p.m., on Tuesday, January 7, 2025, in the Board Room, 600 S. Commerce Ave., Sebring

   Highlands County Code Enforcement will have a Special Magistrate Hearing at 1:30 p.m., on Wednesday, January 8, 2025, in the Board Room, 600 S. Commerce Ave., Sebring

   The Highlands County Planning & Zoning Commission and Local Planning Agency Zoning Board of Adjustment will have a Public Hearing at 3:00 p.m., on Tuesday, January 14, 2025, in the Board Room, 600 S. Commerce Ave., Sebring

   The Local Mitigation Strategy Working Group will have a regular meeting at 8:00 a.m., on Wednesday, January 15, 2025, in Room #2 of the Bert J. Harris, Jr., Agricultural Center, 4509 George Blvd., Sebring, FL

The Historic Preservation Commission will have a regular meeting at 2:30 p.m., on Thursday, January 16, 2025, in the Board Room, 600 S. Commerce Ave., Sebring

7. RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:

7.A *Request approval of a Proclamation recognizing January 2025 as Fire Fighters Cancer Awareness month.*
James K. Duppenthaler, Fire Chief Jason Hernandez, Fire Fighter/ EMT
There is no fiscal impact.
Proclamation-Cancer Awareness 2025.pdf

7.B *Presentation on the proposed Tri-County Human Services, Inc., Crisis Stabilization Unit (CSU) and Detox.*
Donn VanStee, Tri-County Human Services, Inc., Executive Director/Foundation Executive Director
There is no fiscal impact.
Tri County CSU and Detox presentation.pdf

8. PUBLIC COMMENT

9. CONSENT AGENDA

9.A *Request to proceed with solicitation of outsourced management for the Highlands County Multi-Sport Complex in accordance with policies outlined in the Highlands County Purchasing Policy Manual.*
Leah Sauls, Development Services Director Casey Hartt, Lead Marketing Consultant
There is no fiscal impact.
HUG Sebring Facility Management Project FINAL 11.8.2024.pdf

9.B *Request to approve the acceptance of maintenance for the Trails End Drainage Easement*
Jonathan Harrison, Road & Bridge Director
An annual average estimated fiscal impact of $1,400 from the Transportation Trust Fund (110), Cost Center 4102.
Trails End - Drainage Easement Sketch.pdf
Trails End Drainage Easement.pdf

9.C *Request approval of Budget Amendment 24-25-033 to transfer funds to the correct cost center for the Sheriff Inmate Transport Vehicle purchase.*
David Nitz, OMB Manager
There is no fiscal impact to Fund 151 (Infrastructure Surtax) as this budget amendment is transferring budgeted funds of $39,434.00 from cost center 3101B (Sheriff 151) to 3322A (County Jail 151).

24-25-033 Inmate Transport Vehicle Xfer fm 3101B to 3322A.pdf

9.D *Request adoption of Resolution 24-25-048 for Budget Amendment 24-25-031 to appropriate insurance proceeds for the repairs to EMS606 Ambulance.*
James K. Duppenthaler, Fire Chief
The fiscal impact is an increase to Fund 005 (General) in the amount of $9,566.91 which is being appropriated in Cost Center 5105 (Emergency Medical Services), and Account 54600 (Repair and Maintenance).
24-25-031 5105 Damaged Vehicle Repairs_DOL 8.17.24 (BA).pdf
24-25-031R 5105 Damaged Vehicle Repairs_DOL 8.17.24 (Resolution).pdf

9.E *Request adoption of Resolution 24-25-049 for Budget Amendment 24-25-032 to appropriate Fund Balance funds from prior year insurance proceeds to pay invoice for repairs.*
Brandon Gunn, Parks & Facilities Director
Fiscal impact will be an increase to Fund 005 (General) in the amount of $7,736.89 and will be appropriated to Cost Center 6102 (Parks Dept.), Account 54600 (Repair & Maintenance).
24-25-032 6102 Damaged Vehicle Repairs_DOL 4.15.24 (BA).pdf
24-25-032R 6102 Damaged Vehicle Repairs_DOL 4.15.24 (Resolution).pdf

9.F *Request to accept the Community Planning and Technical Assistance Grant from the Florida Department of Commerce in the amount and request adoption of Resolution 24-25-030 for Budget Amendment 24-25-019 to increase the budget in Project 23076.*
Sarah Beth Murphy, Executive Manager of Business and Economic Development
The Fiscal Impact is an increase of $75,000 to General Fund (005), Cost Center 2810, Project 23076.
24-25-019 Proj 23076 OED Strategic Planning Grant (BA).pdf
24-25-019R Proj 23076 OED Strategic Planning Grant (Resolution).pdf
P0524_Agreement_-_DSR.docx 12.12.24.pdf

9.G *Request approval of the minutes from the September 25, 2024 Emergency Meeting, September 30, 2024 Special Public Hearing, October 1, 2024 Regular Meeting, October 7, 2024 Emergency Meeting, October 15, 2024 Regular Meeting, November 7, 2024 Regular Meeting, November 19, 2024 Regular Meeting, November 26, 2024 Special Meeting, and December 3, 2024 Regular Meeting.*
092524EMERGENCY.pdf
093024SPECIALPublicHearing.pdf
100124REG.pdf
100724EMERGENCY.pdf
101524REG.pdf
110724REG.pdf
111924REG.pdf
112624REG.pdf
120324REG.pdf

9.H *Request approval to apply for Florida Community Trust (FCT) grant with up to $500,000 in matching funds from Fund 152 -Tourist Development Trust, Cost Center 5309 -Asset Development.*

Leah Sauls, Development Services Director Casey Hartt, Lead Marketing Consultant
The fiscal impact would be in the amount up to $500,000 to Fund 152 (Tourist Development Trust) Cost Center 5309 (Asset Development). The true fiscal impact to Fund 152, Cost Center 5309 is unknown at this time, as prospective land prices have not yet been negotiated.
12.16.24 TDC presentation.pdf

9.I *Request approval of the PSAP Amendment to the original Next Gen Agreement for year 1.*
Paul Blackman, Sheriff
There is no fiscal impact.
Sheriff_9-05-2024 Approved Agenda Item - (2 E911 Grants).pdf
Sheriff_Highlands County PSAP Amendment 1_signed by INdigital.pdf

9.J *Request for Approval two (2) Region 6 Next Gen Memorandums of Understanding (MOU's) and an INdigital Agreement for Chair's signature.*
Paul Blackman, Sheriff
There is no fiscal impact.
Sheriff_REGION 6 NG911 Services MOU-FINAL-V1.pdf
Sheriff_Addendum 1 - REGION 6 NG911 Services MOU-V2.pdf
Sheriff_INdigital Agreement.pdf

9.K *Request approval of a contract between Highlands County and VisionFirst Advisors to create a 5-year strategic plan for the Office of Economic Development.*
Sarah Beth Murphy, Executive Manager of Business and Economic Development
The Fiscal Impact is a decrease of $95,000 to General Fund (005), Cost Center 2810, Project 23076.
Agreement.VisionFirst.Economic Development.SGS (002).pdf

9.L *Request acceptance of the Federally Funded Subaward and Grant Agreement for Hurricane Milton DR4834.*
Corey Amundsen, Emergency Manager
The fiscal impact will be an increase to Fund 005 (General) but is unknown at this time until all projects have been submitted for reimbursement and paid.
Subgrant Agreement Highlands County.pdf

9.M *Request adoption of Resolution 24-25-044 for Budget Amendment 24-25-026 to set up Project 24030, a grant from the Victim of Crime Act (VOCA) to the Highlands County Children's Advocacy Center.*
Gail T. Werley, Children's Advocacy Center Manager
The fiscal impact is an increase to Fund 005 (General) in the amount of $10,000 and will be appropriated to Cost Center 3995 (Children's Advocacy Center), Project 24030 (VOCA) to be used for cost reimbursement of CAC Mental Health Therapists salaries and fringe benefits to provide mental health services to CAC clients and their non-offending families.
24-25-026R Project 24030 VOCA 24-25 CAC Resolution.pdf
24-25-026 Project 24030 VOCA 24-25 CAC BA.pdf

9.N *Request approval of the amended contract from the Florida Network of Children's*

Advocacy Centers (FNCAC) for VOCA-Bridge the GAP funding for cost reimbursement of CAC and Child Protection Team (CPT) services to child victims and their non-offending caregivers.
Gail T. Werley, Children's Advocacy Center Manager
The fiscal impact is an increase of $53,719.83 to the General Fund (005), Cost Center 3995 (Children's Advocacy Center), Project 23109 (FNCAC VOCA-BTG).
Highlands FNCAC-BTG Contract Amendment 1 12.06.24.pdf

9.O *Request for adoption of Resolution 24-25-043 for Revised Budget Amendment 24-25-025 to appropriate additional funds and purchase 18 new Lifepaks and Narcan from the Opioid Settlement Funds Project #23053.*
Dustin Fitch, Deputy Fire Chief
Fiscal impact will be an increase to Fund 005 (General) in the amount of $508,500.00 to Project 23053 which, along with $137,042.00 that is already budgeted in this project, will be transferred to Project 24031. The total amount of $708,115.00 is being appropriated in Cost Center 5105, Accounts 56400Z Project Equipment and 55200Z Project Operating Supplies in the amounts of $704,815.00 and $3,300.00, respectively for the purchase of 18 new LP35 Lifepaks and Narcan.
24-25-025 Xfer Fds from Proj 23053 Opioid Settlement Fds to Proj 24031 Lifepak Replacements v2.pdf
24-25-025R Xfer Fds from Proj 23053 Opioid Settlement Fds to Proj 24031 Lifepak Replacements.pdf

9.P *Request acceptance of the State of Florida Department of Financial Services Agreement No. FM980*
Dustin Fitch, Deputy Chief
Fiscal impact is $26,745.10 to Cost Center 181, Fund 3217, Project 24024, Account #55200Z.
FM980_-_Highlands_Agreement_-_For_Signature (2025.01.02).pdf

10. COMMITTEE ASSIGNMENTS:

11. PUBLIC HEARING

11.A *Public hearing to consider approval of Avon Park Fire Department for a Class 5 Non-Transportation Certificate of Public Convenience (COPCN)*
Dustin Fitch, Deputy Chief
There is no fiscal Impact.
Application 1.pdf
CLASS 5 NOTICE OF PUBLIC HEARING.pdf
Certificate.pdf
ALS Non Transport aff.pdf

12. ACTION AGENDA

12.A *Set a date and time for the Ridge to River Conservation Planning Study workshop with North Florida Land Trust in March 2025.*
Dawn Ritter, Natural Resources Manager

There is no fiscal impact.

13. COUNTY ADMINISTRATOR AND LEGAL

13.A *County Attorney Status Report.*
Sherry G. Sutphen, County Attorney
There is no fiscal impact.
Legal Long Range Update (2024.12.30).pdf

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

14. COMMISSIONERS

15. INFORMATIONAL

15.A *Stryker Purchase Order Form for the purchase of 18 new Lifepak 35 Devices and Accessories from the Opioid Settlement Funds Project #23053.*
James K. Duppenthaler, Fire Chief
There is no fiscal impact.
LP 35 Agrrement to Purchase.pdf

15.B *Notification of the issuance of a letter of endorsement concerning the Town of Lake Placid's efforts to secure funding for their proposed new police station at the Town of Lake Placid Government Center.*
LP Police Station 121724.pdf

15.C *Board payables from January 7, 2025, through January 22, 2025*

16. ADJOURN

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

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

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

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

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: January 7, 2025

PRESENTER:

SUBJECT/TITLE: Swearing-in of a Constitutional Officer by the Honorable Commissioner Kevin Roberts:
1. Tax Collector Eric T. Zwayer

STATEMENT OF ISSUE

RECOMMENDED ACTION

FISCAL IMPACT

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST:

PRESENTER:

SUBJECT/TITLE: **Swearing-in of Constitutional Officers by the Honorable Judge David Langford:**
1. Clerk of Courts Jerome Kaszubowski
2.Supervisor of Elections Karen Healey
3.Property Appraiser Raymond McIntyre
4. Sheriff Paul Blackman

STATEMENT OF ISSUE

RECOMMENDED ACTION

FISCAL IMPACT

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **January 7, 2025**

PRESENTER: **James K. Duppenthaler, Fire Chief Jason Hernandez, Fire Fighter/ EMT**

SUBJECT/TITLE: **Request approval of a Proclamation recognizing January 2025 as Fire Fighters Cancer Awareness month.**

STATEMENT OF ISSUE

In partnership with the Fire Fighter Cancer Support Network (FCSN), the IAFF has designated January as Fire Fighter Cancer Awareness Month to provide the fire fighters the necessary tools and guidance to de develop life-saving protocols for cancer prevention and to support those with a cancer diagnosis withing their departments. Bringing increased public awareness of occupational cancer in the fire service is the goal of Fire Fighter Cancer Awareness Month. Together, we can generate greater legislative support for states and provinces to establish presumptive disabilities for all cancers affecting fire fighters.

RECOMMENDED ACTION

Move approval to adopt Proclamation recognizing January 2025 as Fire Fighters Cancer Awareness Month.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Proclamation-Cancer Awareness 2025.pdf

Highlands County Board of County Commissioners

WHEREAS, cancer is the most dangerous under-recognized threat to the health and safety to our firefighters, and occupational cancer is the leading cause of line-of-duty deaths in the fire service, with a direct correlation of chemical exposures on the job: and

WHEREAS, Firefighters have a 9% greater chance of being diagnosed with cancer and 14% greater chance of dying from cancer than the general U.S. population: and

WHEREAS, there are 200 known chemicals and contaminants found in smoke that our firefighters interact with as a routine part of their occupations, which soil their personal protective equipment and everything it comes in contact with, increasing their risk of developing cancer: and

WHEREAS, 67% of firefighters recognized on the international Association of Firefighters Memorial Wall have died of cancer between 2002- 2020 and:

WHEREAS, the noble profession of firefighting already comes with dangerous and life threating risks, additional awareness and support for the increased exposure to cancer causing carcinogens is paramount to the safety of those that choose this profession.

NOW, THEREFORE, BE IT PROCLAIMED, The Board of County Commissioners, Highlands County, Florida, recognizes January 2025 as Firefighter Cancer Awareness month to help provide firefighters the necessary tools and guidance to develop lifesaving protocols for cancer prevention. Bringing increased public awareness to the danger firefighters face day-to day being exposed to cancer causing carcinogens.

Done and adopted this 7th day of January 2025.

BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY, FLORIDA

_____
Arlene Tuck, Chair

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **January 7, 2025**

PRESENTER: **Donn VanStee, Tri-County Human Services, Inc., Executive Director/Foundation Executive Director**

SUBJECT/TITLE: **Presentation on the proposed Tri-County Human Services, Inc., Crisis Stabilization Unit (CSU) and Detox.**

STATEMENT OF ISSUE

A presentation on Tri-County's efforts to secure funding for the proposed Tri-County CSU/Detox in Hardee County to include the advantages to the community, challenges in operating the facility, operating costs, and their goals for meeting the identified challenges.

RECOMMENDED ACTION

No action requested.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Tri County CSU and Detox presentation.pdf

Tri-County HUMAN SERVICES INC

Crisis Stabilization Unit (CSU) and Detox

From Need to Appropriation to Reality

Welcome

Topic –

Community Need for a CSU/Detox Service Facility

Tri-County HUMAN SERVICES INC

Tri-County CSU/Detox

Identifying the need

- Through the years the community need has grown with the impact of individuals who were and are Baker or Marchman Acted and transported to the Lakeland area or facilities on the west coast of Florida for treatment and services. This has continued to cause a great strain on local law enforcement for many years, to transport these individuals to the nearest facility outside the local community, taking valuable law enforcement hours to complete the transport and return to their duty station.
- The need for localized CSU/Detox services within the growing community has been identified and is now very clear.
- Tri-County solicited the support from community leaders in Hardee County to discuss our desire to place a CSU/Detox facility in Hardee County for the community.

Tri-County HUMAN SERVICES INC

Tri-County CSU/Detox

Tri-County HUMAN SERVICES INC

- Through the efforts of Denise Grimsley, Senate President Ben Albritton, Rep Kaylee Tuck and others Tri-County received $5.2 million to build a facility in Wauchula/Hardee County.
- This facility will house a total of 20 beds, with 10 CSU and 10 Detox beds for adults. (Housing adolescents is still under consideration.)
- This program has the support of the Sheriffs in Hardee, Highlands and DeSoto Counites
- To be clear, this appropriation only builds the facility. It does not cover the annual operating costs year after year.

Tri-County CSU/Detox

Tri-County HUMAN SERVICES INC

Advantages to the Community

- Less travel time for Law Enforcement away from the community to transport an outside CSU/Detox.
- More time for Law Enforcement to be in the communities instead of transporting.
- Better utilization of Behavioral Health services already in the Community. (Direct referrals from the CSU/Detox staff.)

Tri-County CSU/Detox

Tri-County HUMAN SERVICES INC

Advantages to the Community

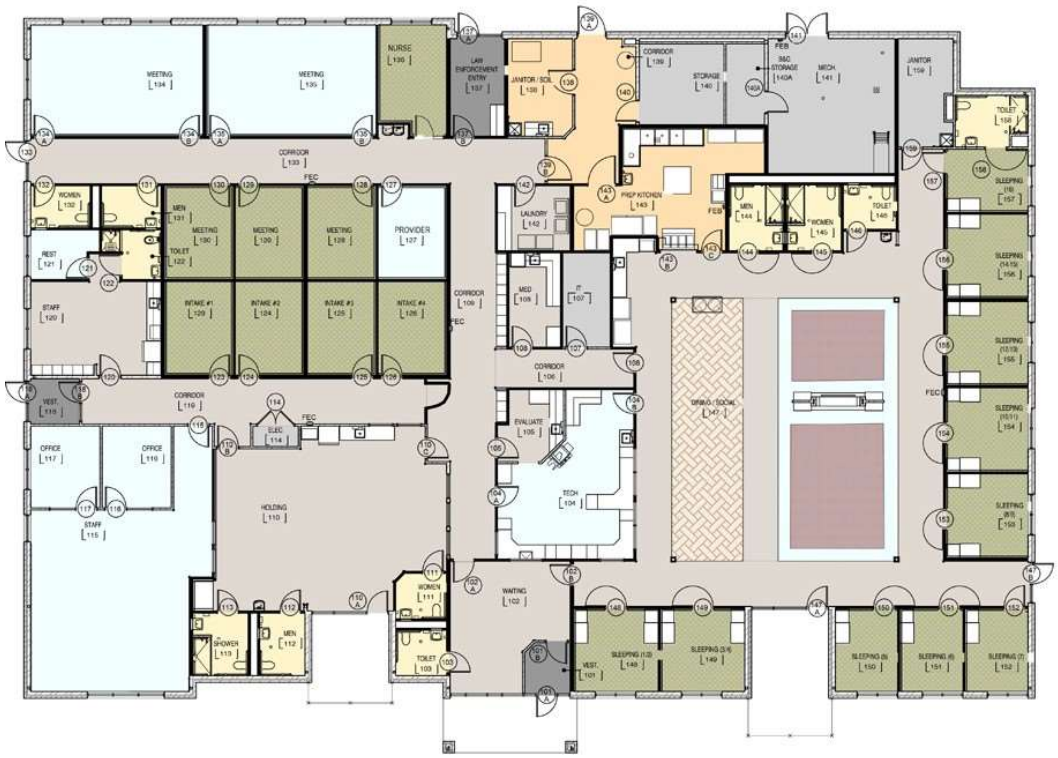
- Better coordination of services between the CSU/Detox and available local services such as Hospitals, Pharmacies, Primary Care physicians and local coalitions.
- Local data of persons served not combined with other counties (admitting diagnosis, readmissions, referrals to other outside resources including the state hospitals).
- Local community benefits regarding spending for goods and services in the community.

Tri-County CSU/Detox

Identified challenges in operating the facility.

Finding Qualified Staff to work in a rural community

1. Psychiatrist (1)
2. Physician Assistants/APRN's (2-3)
3. Nurses (3-4)
4. Clinical staff (1-3)
5. Medical/clinical support staff (10-12)



Tri-County CSU/Detox

What are the annual operating costs for the faciality.

- The annual operating budget identifies about $3.5 million in annual expenses (salaries, supplies, food, security, maintenance, technology, insurance, pharmacy and utilities).
- Annual inflationary impacts will add more expense over the future years.

Tri-County CSU/Detox

What are our goals to meet these challenges?

- Pursue recurring funding through the Department of Children and Families through our managing entity Central Florida Behavioral Health Network. (We anticipate that we may receive about half of the annual recurring budget from them.)
- Secure contracts from private insurance companies for beds occupied by their insured lives. (CSU and Detox beds) (We are anticipating that this will account for one third of the annual expenses.)
- Utilize Medicaid and Medicare programs as appropriate.
- Seek support from the local Hospitals, the mines in the area and other support industries such as cattle and grove producers on an annual basis.

Tri-County CSU/Detox

What are our goals to meet these challenges?

- Seek recurring support from the local County Commissioners Hardee, Highlands and DeSoto) . We are hoping with match funding, Tri-County will receive totally about $1.0 Million.
- Seek supplemental appropriations from the State Legislature, if funding falls short.

Tri-County CSU/Detox

- This facility is critically needed in the community.
- This facility will be an economic boost to the local community.
- This facility will help keep law enforcement in the community and not transporting to a facility over an hour or more away.
- Data showing our local needs to the State will help in securing funding for other critical needs in the future.
- The time is now to make this work. Local politicians are in leadership roles in Tallahassee. We need to take advantage of this opportunity, now.

Tri-County CSU/Detox

Thank you for your time and attention.

Questions?

Contact Donn Van Stee at 863-559-0703 for any information you may need.

Tri-County HUMAN SERVICES INC

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **January 7, 2025**

PRESENTER: **Leah Sauls, Development Services Director Casey Hartt, Lead Marketing Consultant**

SUBJECT/TITLE: **Request to proceed with solicitation of outsourced management for the Highlands County Multi-Sport Complex in accordance with policies outlined in the Highlands County Purchasing Policy Manual.**

STATEMENT OF ISSUE

The Board of County Commissioners at their regularly scheduled meeting on June 4, 2024 directed staff to continue researching the concept of outsourcing management of the Highlands County Multi-Sport Complex. On this direction, staff contracted Huddle Up Group to conduct a comprehensive analysis of the facility, with a focus on improving operational performance and maximizing its potential as a regional sports tourism destination. The attached report provides detailed insights into the complexâ€™s current financial performance, facility management, and opportunities for improvement, along with recommendations for future management models to enhance revenue generation and community impact. On the topic of management, the study found the current management team has performed to their highest capacity under its staffing and budget allowances, but pursuing an external management organization will maximize the facility's event and revenue potential. On October 31 at their regularly scheduled meeting, the TDC was presented the findings of the study by Huddle Up Group, and subsequently voted to recommend the study to the BOCC. The next step in following the study's recommendations on management would be to solicit proposals for external operation and management of the facility. Staff is requesting to proceed with solicitation for outsourced management of the Highlands County Multi-Sport Complex in accordance with policies outlined in the Highlands County Purchasing Policy Manual. This would not yet encumber any funds towards the services, and would only be obtaining more specific information and proposals from third-party management companies on this topic.

RECOMMENDED ACTION

Move to proceed with solicitation of outsourced management for the Highlands County Multi-Sport Complex in accordance with policies outlined in the Highlands County Purchasing Policy Manual.

FISCAL IMPACT

There is no fiscal impact.

Attachments: HUG Sebring Facility Management Project FINAL 11.8.2024.pdf

FACILITY MANAGEMENT ANALYSIS

HIGHLANDS COUNTY MULTI-SPORTS COMPLEX

VISIT Sebring
AVON PARK & LAKE PLACID, FL

HUG
Huddle Up Group

November 8, 2024

POWERED BY THE HUDDLE UP GROUP

November 8, 2024

Casey Hartt
Lead Marketing Consultant
Visit Sebring Tourist Development Council
501 S. Commerce Avenue, Suite 3
Sebring, FL 33870

Dear Casey,

Thank you for your efforts on our recent work relating to the Highlands County Multi-Sports Complex (the HCMSC) project. We appreciate your help and your persistence in driving the sports tourism agenda for your community.

Enclosed is a report detailing our findings. The scope of work included four (4) primary elements:

1. The Consultant Team led an onboarding conference call with the Highlands County Multi-Sports Complex (the HCMSC) staff to discuss project goals, necessary data, supporting documents, and background information needed to complete the project. In addition to the initial onboarding call, a follow-up call was held to clarify questions, and a thorough review of numerous documents was conducted as part of the process.

2. Consultant Team conducted an audit on the management and operations of the HCMSC, including: a P/L analysis, financial benchmarking, a performance evaluation, and a review of various management models. All of these elements factored into the Consultant Team's final recommendations.

3. The Consultant Team will formally present (via video conference call) the results of the analysis to the HCMSC and the Highlands County TDC on October 31, 2024.

4. Consultant and the HCMSC staff will have a post-delivery conference call to recap the project, answer any questions pertaining to the scope of work, and outline any remaining follow-up steps and/or action items.

Please let me know if you have questions about the enclosed recommendations leading up to the roll out of the report. We are looking forward to our follow-up discussions.

Thank you again for all your support throughout this process!

Yours in Sport,

Jon Schmieder
Founder + CEO
Huddle Up Group, LLC

Highlands County Multi-Sports Complex (the HCMSC)
Facility Management Analysis
Executive Summary

The Highlands County Tourism Development Council (TDC) engaged the Consultant Team to conduct a comprehensive analysis of the Highlands County Multi-Sports Complex (the HCMSC), with a focus on improving operational performance and maximizing its potential as a regional sports tourism destination. This report provides detailed insights into the complex's current financial performance, facility management, and opportunities for improvement, along with recommendations for future management models to enhance revenue generation and community impact.

The analysis was conducted with input from benchmarking data, financial reviews, and operational comparisons to high-performing sports facilities. Key areas of the study included:

- **Profit and Loss Analysis:** A thorough review of the HCMSC's financial performance from 2009 to 2024 revealed consistent operating losses. The Consultant Team identified opportunities to better allocate expenses and improve financial transparency.

- **Benchmarking Against Top Facilities:** Using the Sports Tourism Index™, the Consultant Team compared the HCMSC to best-in-class sports venues across the United States. The analysis highlighted critical gaps in infrastructure, field capacity, and amenities that limit the complex's ability to host larger regional and national tournaments.

- **Operational Efficiency Recommendations:** Strategies for improving operational efficiency, such as optimizing staffing levels, outsourcing non-core services, and adopting flexible pricing structures, were provided to align the HCMSC with industry best practices.

- **Management Model Options:** The report evaluated various management models, including municipality-managed, private third-party, and public-private partnership (P3) approaches. The Consultant Team recommends a P3 model as the most effective solution to balance community use and revenue generation.

- **Revenue Generation Opportunities:** Recommendations for boosting revenue through enhanced sponsorships, advertising, and event hosting were outlined. This includes digital advertising, naming rights for key facilities, and event-specific sponsorship packages.

- **Community and Economic Impact:** With improved performance, the HCMSC has the potential to drive significant economic benefits for Highlands County. This includes increased visitor numbers, hotel room nights, total economic impact, and associated tax revenues.

By implementing these recommendations, Highlands County can transform the HCMSC into a leading sports tourism destination, ensuring long-term financial sustainability and community value.

Highlands County Multi-Sports Complex (the HCMSC)
Facility Management Analysis
Synopsis

The sports tourism industry has grown consistently over the past 30 years. A study by the Sports Tourism and Events Association – *State of the Industry Report 2023,* states that the participant driven portion of the domestic sports tourism sector was responsible for more than $52.2 billion in direct spending as of the end of 2023. This direct spending generated a total economic impact of $128 billion to local economies, driving over 750,000 jobs and $20.1 billion in taxes. Each of these numbers demonstrates a significant increase in the grass roots sports tourism sector over 2021. Add to this industry growth the increased popularity of emerging sports such as pickleball, BMX, and Esports, the opportunity for the continuing expansion of economic development through sports tourism is tangible and ever-expanding. In the graph below, sports-related travel spending over the past five years is shown in billions of dollars, with the year-over-year percentage growth also indicated.

Source: Sports ETA, Longwoods International, U.S. Travel Association, Tourism Economics

Throughout our research, it became evident that the HCMSC plays a multifaceted role in the community, serving as a dynamic hub for both local athletes and tourism-driven events. The key to future success lies in collaborative efforts among community stakeholders to enhance the facility consistently, fulfilling the goal of hosting events and providing an improved environment for local athletes to train and compete. Through the implementation of a well-crafted facility development strategy, the HCMSC can solidify its position as a central player in the events hosting landscape while simultaneously offering the community a superior sports facility.

Methodology

The Consultant Team conducted a thorough analysis of the management of the Highlands County Multi-Sports Complex (the HCMSC). The analysis included a detailed review of the financial, operational, and strategic components necessary to assess the facility's current management structure and identify potential improvements.

The Consultant Team performed a profit and loss (P/L) analysis of the HCMSC, focusing on its financial health, including revenue generation and cost management. A benchmarking analysis was conducted, comparing the complex's performance with similar venues in the industry. The Consultant Team also evaluated different management models for the HCMSC, focusing on third-party facility management options. This included a comprehensive review of various third-party management models, analyzing their operational efficiencies, financial impacts, and long-term sustainability. Each model was assessed based on its pros and cons.

The project was led by Huddle Up Group Founder + CEO Jon Schmieder (Phoenix, AZ), with support from Data Director Kevin de Lange (Wilmington, NC).

The consultant Team analyzed the following documents:

- HCMSC 2024 Revenues
- HCMSC Event Schedule (2018 – 2024)
- HCMSC Fee Schedule (2022-2023)
- HCMSC Financial
- HCMSC Outstanding Revenues
- HCMSC Revised Fee Schedule for 2023-2024

Highlands County Multi-Sports Complex (the HCMSC)
Facility Management Analysis
National Best Practices

The chart below outlined the fundamental benchmarks for the types of facilities event rights holders are looking to "buy." Tournament friendly facilities are defined as those that can host state and regional level events but would need to be cobbled together with additional venues to host top-tier national level competitions. Anchor facilities are defined as those that can host the larger national level tournaments **all in one location**.

Facility Type	Anchor	Tournament Friendly	Current the HCMSC Inventory
Diamonds	Minimum 12 fields	8-11 fields	5 fields
Flat Fields	Minimum 16 fields	8-15 fields	4 fields (Different sizes)

Below is a list of some of the top performing sports tourism driving facilities in the country that have both diamonds and flat fields at one location. Some of whom do or will directly compete with the HCMSC. These destinations include, but are not limited to the following, each with best-in-class sports complexes that meet the tournament friendly or anchor facility benchmarks:

- Burbank Soccer Complex (Memphis, TN)
- Elizabethtown Sports Park (Elizabethtown, KY)
- Fairfield Optimist Park (West Chester, OH)
- Gillette Athletic Complex (Wilson, NC)
- Lakefront Sports Park (Rochester, NY)
- Warren County Sports Park (Mason, OH)

Highlands County Multi-Sports Complex (the HCMSC)
Facility Management Analysis
Diamond Venue Analysis

When analyzing top-performing diamond venues, the Consultant Team has identified several key characteristics that enable these facilities to host larger regional and national events. Using the Sports Tourism Index™ as a benchmarking tool, gaps between the Highlands County Sports Complex and these top venues have been highlighted. The table below summarizes these differences and forms the foundation for the following recommendations aimed at enhancing the complex's ability to attract more regional events. By making these improvements, the Highlands County Multi-Sports Complex will not only retain its current events but also attract new, tourism-driving tournaments to the Sebring area

Diamonds = 979 scored by the Sport Tourism Index™

	AVERAGES			
	Top 10	Overall	Highland County Sports Complex	Difference
Fields	17	5	5	12
Fields with lights	15	4	5	10
Artificial turf fields	9	1	0	9
Auxiliary meeting rooms	5	1	1	4
Covered dugouts	73%	77%	NO	73%
Stadium field	55%	27%	NO	55%
Permanent concession stand(s)	100%	77%	YES	N/A
Permanent restrooms	100%	98%	YES	N/A
Permanent Wi-Fi	73%	38%	NO	73%
Adequate Parking (60 spaces per field)	100%	96%	YES	N/A
ADA Compliant	100%	97%	YES	N/A
Ability to book (Definitely yes)	91%	56%	Definitely Yes	N/A
Score	4.04	2.27	2.05	1.99

Additional Best in Class Facilities (National): Round Rock Multipurpose Complex (Round Rock, TX), Mohawk Sports Complex (Tulsa, OK), Reach 11 (Phoenix, AZ), Mike Rose Soccer Complex (Memphis, TN), Sportscore One & Two (Rockford, IL), Kino Sports Complex (Tucson, AZ), International Polo Club & Village Park (West Palm Beach, FL), BB&T Bryan Park Soccer Complex (Greensboro, NC).

Given the benchmarking data collected for the Highlands County Sports Complex, several opportunities for improvement have been identified that would significantly enhance the facility's ability to attract and host larger regional and national tournaments. By aligning with top-tier sports venues and addressing key infrastructure gaps, the complex can position itself as a premier destination in the sports tourism marketplace. Below are top-line recommendations for the diamond complex, designed to increase competitiveness, improve user experience, and expand the complex's event-hosting capabilities.

Key Recommendations for the Diamond Complex:

1. **Expand Field Capacity and Improve Field Quality** – The Highlands County Sports Complex currently offers five (5) fields with lights, which is significantly lower than the 17 fields seen in top facilities. Increasing the number of fields, particularly those equipped with lights, would allow the complex to host larger tournaments and to expand the capacity of the events currently hosted there. The Consultant Team recommends the HCMSC prioritize adding fields and upgrading existing ones to ensure competitiveness for regional and national tournaments.

2. **Install Artificial Turf** – Many leading diamond complexes have artificial turf fields, with an average of nine (9) turf fields compared to none at the Highlands County Sports Complex. Adding artificial turf would not only reduce maintenance costs but also ensure the facility is usable during adverse weather, making it more appealing for year-round events. The Consultant Team suggests that the HCMSC consider installing turf on key fields to enhance the venue's attractiveness to larger events.

3. **Improve Auxiliary and Spectator Amenities** – While Highlands County offers permanent concession stands and restrooms, it lacks other amenities such as auxiliary meeting rooms and Wi-Fi. Leading facilities average five (5) auxiliary meeting rooms and 73% offer Wi-Fi, whereas Highlands County only offers 1 room and no Wi-Fi. The Consultant Team recommends the HCMSC enhance these amenities to improve the experience for event organizers, teams, and spectators, making the venue more desirable for large-scale events.

4. **Enhance Spectator Comfort and Field Features** – Similar top-tier complexes offer covered dugouts and stadium fields, enhancing both player and spectator experiences. Currently, Highlands County has no covered dugouts or stadium fields, while 73% of leading facilities have covered dugouts and 55% have stadium fields. The Consultant Team advises the HCMSC to invest in these upgrades, which would elevate the complex's ability to host higher-profile tournaments.

5. **Maintain Adequate Parking and ADA Compliance** – The Highlands County Sports Complex performs well in terms of parking and ADA compliance, with adequate parking spaces per field and ADA-compliant features. While these areas are currently strong, the Consultant Team encourages the HCMSC to maintain these standards as the complex expands, ensuring accessibility for large events and diverse participants.

Highlands County Multi-Sports Complex (the HCMSC)
Facility Management Analysis
Flat Field Venue Analysis

Following the analysis of diamond venues, the Consultant Team also reviewed the flat field portion of the Highlands County Sports Complex. Using the Sports Tourism Index™ as a benchmarking tool, the Consultant Team identified key characteristics of the top flat field facilities and areas for improvement in Highlands County. The table below summarizes these differences and forms the basis for the following recommendations aimed at enhancing the flat field complex's attractiveness for regional events.

Flat Fields = 769 scored by the Sport Tourism Index™

	AVERAGES			
	Top 10	Overall	Highlands County Sports Complex	Difference
Full-sized soccer fields	21	5	4	17
Fields with lights	16	3	1	15
Artificial turf fields	8	1	0	8
Fields with portable goals	22	5	3	19
Auxiliary meeting rooms	4	1	1	3
Minimum of two team benches per field	100%	77%	NO	N/A
Stadium field	80%	34%	YES	80%
Permanent concession stand(s)	100%	67%	YES	N/A
Permanent restrooms	100%	70%	YES	N/A
Permanent Wi-Fi	90%	26%	NO	90%
Adequate Parking (60 spaces per field)	100%	91%	YES	N/A
ADA Compliant	100%	91%	YES	N/A
Ability to book (Definitely yes)	80%	46%	Definitely Yes	N/A
Score	4.23	2.32	2.15	2.08

National Best in Class: Bell Bank Park (Mesa, AZ), Burns Soccer Complex (Little Rock, AR), ESPN Wide World of Sports (Lake Buena Vista, FL), Great Park (Irvine, CA), Kino Sports Complex (Tucson, AZ), Lake County Soccer Complex (Springfield, MO), Mercy Health Sportscore Two (Rockford, IL), Merrimack Sports Complex (Huntsville, AL), Mike Rose Soccer Complex (Memphis, TN), Moore Park (Lafayette, LA), Philip A. Bolen Memorial Park (Leesburg, VA), Reach 11 (Phoenix, AZ), Round Rock Multipurpose Complex (Round Rock, TX).

To enhance the flat field facilities at the Highlands County Sports Complex and improve its ability to attract larger regional events, several upgrades are recommended. By addressing gaps in field capacity, infrastructure, and spectator amenities, the complex can better align with industry-leading venues. The following recommendations focus on maximizing the utility and appeal of the flat field portion of the complex, helping to attract more tournaments and boost sports tourism.

Key Recommendations for the Flat Field Portion:

1. **Expand Field Capacity and Add Lights –** When looking at the top flat field venues, 21 full-sized soccer fields is the average, while Highlands County only has four (4). Increasing the number of fields is crucial to hosting larger tournaments and attracting more regional events. Additionally, the current number of one (1) lit field is far below the average of 16 fields with lights at leading complexes. The Consultant Team recommends the HCMSC prioritize the addition of more fields and lights to increase the complex's capacity for large-scale events, especially night games and tournaments.

2. **Install Artificial Turf and Portable Goals –** Leading flat field facilities have an average of eight (8) artificial turf fields, while the Highlands County Sports Complex currently has none. Installing turf fields would make the complex more versatile and playable in all weather conditions, reducing game cancellations and improving the overall tournament experience. Additionally, the complex has three (3) portable goals compared to the top venues' average of 22 portable goals. Increasing the number of portable goals would offer greater flexibility for multi-purpose events and tournaments.

3. **Improve Auxiliary and Spectator Amenities –** While the Highlands County Sports Complex has one (1) auxiliary meeting room, the top venues average four (4). The Consultant Team recommends the HCMSC add additional meeting rooms to accommodate event organizers, teams, and officials during tournaments. Furthermore, although the complex has some strong infrastructure elements like permanent concession stands and restrooms, it lacks permanent Wi-Fi, which is available at 90% of top venues. Adding permanent Wi-Fi will greatly enhance the experience for event organizers, teams, and spectators, especially during large events that require real-time communication and online access.

4. **Enhance Field Features and Spectator Comfort –** Unlike leading facilities, Highlands County lacks two team benches per field, which are standard at 100% of top venues. Installing benches would significantly improve player comfort and readiness. While the complex does have a stadium field, which is a key feature at top venues, continued investment in maintaining and enhancing this field will help position it as a premier option for championship games and larger tournaments.

5. **Maintain Adequate Parking and ADA Compliance –** The complex is well-equipped in terms of parking and ADA compliance, with both areas meeting or exceeding top facility standards. The Consultant Team encourages the HCMSC to maintain these strengths as the complex expands, ensuring it remains accessible to all participants and spectators, even as it accommodates larger crowds for bigger events.

By addressing the identified gaps and implementing these key recommendations, the HCMSC can significantly improve the Highlands County Sports Complex's ability to compete with the top facilities in the country. These enhancements will not only improve the complex's overall appeal but will also provide long-term benefits by increasing sports tourism, hosting larger tournaments, and contributing to the local economy.

Highlands County Multi-Sports Complex (the HCMSC)
Facility Management Analysis
Profit / Loss Analysis

The HCMSC has not been profitable since records started being kept in 2009. After conducting a detailed review of the complex's financial summary from 2009 to 2024, we have identified several opportunities for improvement, which are outlined below alongside our recommendations:

- **Operating Losses –** Every year since 2009 has shown an operating loss. It is unclear from the financial details how certain expenses were allocated to the HCMSC rather than the Parks Department in general. Additionally, it's important to note that there are other personnel who regularly contribute to the HCMSC on a weekly basis but are not reflected in this $64,883 figure, meaning the actual Salaries & Wages cost is likely higher.

- **Event Growth –** In 2024, the HCMSC hosted 64 flat field and diamond events, along with two (2) cross-country events. Airstream Ventures has successfully grown the number of tournaments at the complex. Through a forward-looking assessment, the Consultant Team would expect stabilization at 25-35 diamond events (youth through adult, both baseball and softball) along with 5-10 more flat field events. The increase in the number of both flat field and diamond events will increase revenue.

- **Pricing –** The recent increase in rental pricing for TDC-funded events has positively impacted the financial performance of the HCMSC. Events that receive a TDC grant are subject to a higher rental rate, while non-TDC-funded events maintain their standard pricing. In future years, revenue is expected to grow through both direct user payments and Tourism Development Council (TDC) subsidies. The Consultant Team recommends regularly reviewing rental costs against market rates to ensure the facility is maximizing its revenue potential.

- **Limited Local Programming –** It is unclear from the financial records whether any revenue is being generated from youth-focused flat field and diamond sports programs. There is potential to develop these programs across Highlands County to generate additional revenue during weekdays (Monday to Thursday), which is crucial for a well-run facility.

Highlands County Multi-Sports Complex (the HCMSC)
Facility Management Analysis
Benchmarking Analysis

To maximize the potential of the HCMSC, the facility can gain valuable insights by benchmarking against other successful sports facilities of a similar nature. By reviewing operational models, pricing strategies, revenue generation methods, and facility improvements at comparable venues, the HCMSC can identify key opportunities for improvement and growth.

Recommendations for More Efficient Operations:

The financial model of the HCMSC is consistent with many municipality-operated facilities the Consultant Team has worked with. External operators, who prioritize revenue generation, are generally more effective in managing multi-sport facilities.

The Consultant Team observed that the HCMSC has an annual average loss of $136,561. In contrast, a financial model of a privately managed facility in the Eastern United States (detailed in Appendix A) shows an annual average **net operating revenue of $1.3M**. The key to maximizing operational profitability is to operate the HCMSC more like a business than a quality-of-life amenity for local residents.

Additionally, based on benchmarking against high-performing sports venues, the following operational improvements can help the complex align with industry best practices:

- **Staff Optimization and Scheduling** – When looking at similar facilities, The Consultant Team sees that many optimize staff scheduling by adjusting personnel based on event sizes and demand. Implementing a dynamic staffing model at the Highlands County Complex, where staff levels increase during high-demand events and decrease during downtime, can significantly reduce labor costs without sacrificing service quality.

- **Outsource Non-Core Services** – Other complexes have found success by outsourcing non-core functions such as cleaning, concessions, and security. This allows facility management to focus on core activities like event coordination and marketing, while outsourced teams handle day-to-day tasks more efficiently and often at a lower cost.

Recommendations for Community Pricing and Rental Rates for Tournament Organizers:

To ensure competitive pricing that encourages use while maximizing revenue, it is essential to benchmark pricing strategies against similar facilities:

- **Tiered Pricing Structure** – When looking at pricing models at comparable sports complexes, a tiered pricing structure often proves effective. Facilities offer discounted rates for smaller, local events, while charging premium rates for high-profile tournaments. This pricing flexibility encourages more frequent use of the complex by community groups, while still capitalizing on the revenue potential of larger events.

- **Off-Peak Discounts** – Other complexes successfully increase their utilization during slower periods by offering off-peak discounts. Implementing a similar strategy for weekday events or offseason rentals at the Highlands County Complex could help increase bookings during traditionally low-demand times.

- **Long-Term Contracts with Incentives** – The Consultant Team has seen that venues that offer discounts or added benefits for multi-year or multi-event contracts often secure stable, recurring revenue. This can be an effective way for the Highlands County Complex to ensure consistent event bookings while encouraging tournament organizers to return year after year.

Recommendations for Generating Revenue from Advertising and Sponsorships:

Top sports facilities generate significant revenue through creative advertising and sponsorship deals. Benchmarking the Highlands County Complex against these venues suggests the following strategies:

- **Digital Advertising** – Many comparable sports complexes have successfully implemented digital advertising solutions in high-traffic areas such as entrances and concession stands. Offering digital ad space to local businesses and event sponsors can generate significant revenue without taking up much physical space. The Highlands County Complex could explore similar advertising models to attract local businesses.

- **Naming Rights and Branded Spaces** – Other facilities have increased revenue by selling naming rights to fields, courts, and locker rooms. For example, fields and stadium seating areas can be sponsored by local or regional businesses, providing visibility while creating a steady income stream. This approach would work well at the Highlands County Complex, particularly for high-traffic areas.

- **Event-Specific Sponsorship Packages –** When looking at how other venues structure their sponsorship deals, they often offer event-specific packages, where sponsors can have visibility during a particular tournament. This includes signage, branded merchandise, or recognition in event programs. Offering customizable sponsorship options for specific tournaments can be an excellent way for Highlands County to increase revenue while providing value to sponsors.

- **Development of Community Programs –** The development of youth rec programming across a number of sports categories, developing higher level Academy programs and in-house Adult programs can generate significant revenue without a high level of cost.

Highlands County Multi-Sports Complex (the HCMSC)
Facility Management Analysis
Management Options

This section explores the most effective management models for sports-tourism-focused facilities, analyzing the key characteristics, advantages, and disadvantages of each. The objective is to provide a comprehensive understanding of the available models, which can serve as a foundation for making an informed decision on the optimal management approach for the Highlands County Multi-Sports Complex.

1. **Municipality-Managed Model –** In this model, the local government (municipality) retains full control and responsibility for managing and operating the facility. All decision-making, budgeting, staffing, and event coordination fall under the purview of local government departments, typically Parks and Recreation or a similar entity.

   Pros:

   - **Direct Control and Accountability:** The municipality retains complete oversight of the facility, which ensures that management decisions align directly with the community's broader goals and public interests. This model allows local government to ensure that the facility's use serves residents' needs and public welfare.

   - **Revenue Retention:** All revenue generated through facility rentals, tournaments, events, and sponsorships is retained by the municipality, providing a potential direct boost to public funds.

   - **Local Focus:** The facility management can prioritize community access and programming, ensuring that the complex serves as an asset for local sports leagues, school events, and other community-based activities.

   Cons:

   - **Higher Operational Costs:** Municipal salary structures, benefits packages, and procurement processes can make day-to-day operations more expensive compared to private management. Municipal governments are often constrained by rigid processes that can reduce efficiency and increase operational expenses.

   - **Limited Commercial Expertise:** While local governments may excel at managing public resources, they often lack the commercial expertise and marketing capabilities needed to fully capitalize on the revenue potential of sports-tourism facilities. This can result in missed opportunities for hosting high-profile events and generating additional income.

   - **Slower Decision-Making:** Municipal operations are often bound by bureaucratic procedures that can slow down decision-making, procurement, and the ability to adapt quickly to changes in the market or facility needs.

   - **Budgetary Constraints:** Publicly funded facilities are often subject to local budgetary constraints, which may limit the ability to invest in facility upgrades, marketing, or other initiatives aimed at maximizing revenue and increasing the facility's attractiveness to event organizers.

2. **Private Third-Party Management –** In this model, the municipality contracts with a private company specializing in sports facility management to take over daily operations. The private manager handles everything from staffing to marketing, booking events, maintaining the facility, and driving revenue growth.

Pros:

- **Specialized Expertise**: Private management companies bring a wealth of experience in operating sports facilities, marketing events, and negotiating with sports leagues and organizers. They are well-versed in maximizing revenue through efficient operations, advertising, sponsorships, and event bookings.

- **Revenue Growth**: Private companies are incentivized to generate revenue and can do so by aggressively pursuing event bookings, tournaments, and regional/national championships. They often bring extensive networks within the sports industry, making it easier to attract events that align with the facility's strengths.

- **Operational Flexibility**: Private managers are not bound by municipal procurement or staffing processes, allowing them to operate more flexibly and efficiently. They can hire and staff based on demand, negotiate better deals with suppliers, and respond quickly to market changes or event opportunities.

- **Lower Costs**: Private companies typically operate with lower overhead costs due to more competitive wage structures and streamlined procurement. They can also implement more dynamic operational strategies, such as flexible pricing models for facility rentals or cost-sharing agreements with event organizers.

Cons:

- **Reduced Control for the Municipality**: By outsourcing management to a third party, the municipality relinquishes a degree of control over daily operations and decision-making. While performance metrics and contractual agreements can be used to maintain oversight, this model reduces the municipality's direct involvement in how the facility is managed.

- **Revenue Sharing**: In most cases, a portion of the revenue generated by the facility will go to the private management company. While this is offset by the increased revenue potential, it reduces the overall amount of income retained by the municipality.

- **Alignment with Public Interests**: Private management companies may prioritize profit over community access. There is a potential risk that local programming and public access could be reduced in favor of hosting higher-revenue events such as large tournaments, which may not always align with the needs of the community.

3. **Hybrid Public-Private Partnership (P3) Model** – This model involves a partnership between the municipality and a private management company, where responsibilities and revenue-sharing are divided between the two entities. The public-private partnership (P3) model aims to combine the strengths of both sectors by allowing public oversight and private sector operational efficiency.

   Pros:

   - **Shared Risk and Reward**: The P3 model allows the municipality and the private manager to share both the financial risks and the rewards. This structure incentivizes both parties to work collaboratively to maximize the facility's success.

   - **Private Sector Expertise with Public Oversight**: The private partner brings commercial expertise, operational efficiency, and industry networks, while the municipality retains a degree of oversight and influence over strategic decisions. This model ensures that community interests are protected while still benefiting from the revenue-generating potential of private management.

   - **Revenue Growth**: The P3 model often leads to higher revenue potential through better marketing and event hosting strategies. The municipality can benefit from increased tax revenues, tourism spending, and community engagement, while the private partner benefits from a share of the revenue.

   - **Public Access and Local Programming**: Because the municipality retains some control over operations, it can ensure that community-focused programming remains a priority. This model provides a balance between generating revenue through larger events and maintaining accessibility for local sports leagues and community activities.

   Cons:

   - **Complexity in Structuring Agreements**: The P3 model requires carefully negotiated agreements to define roles, responsibilities, revenue-sharing, and performance metrics. These agreements can take time to develop and must be continuously managed to ensure both parties are meeting their obligations.

   - **Potential for Conflict**: Without clear guidelines and open communication, there is a risk of conflict between the public and private sectors, especially when it comes to prioritizing community access versus maximizing revenue. The success of the partnership depends on the ability to align the goals of both parties.

   - **Initial Investment**: P3 agreements often require significant upfront investment from both the municipality and the private entity to bring the facility up to competitive standards and attract high-level events.

Generally, a private management company increases operational efficiency by assuming only the expenses directly related to the facility's operations. This includes costs for direct employees (who are employed by the operator rather than the County), contracted services, utilities, and other operating expenses such as marketing. Additionally, private operators typically earn an incentive-based fee of 8-12% of revenues, which provides them with a strong incentive to maximize operating revenue.

Highlands County Multi-Sports Complex (the HCMSC)
Facility Management Analysis
Recommendations

The Consultant Team recommends pursuing a public-private partnership (P3) with an external operator. This model maximizes revenue potential while reserving a percentage of facility use for community activities. It allows the County to focus on areas where they excel, such as grounds management, while the private operator can handle areas where they are most effective, including event management, daily staffing, marketing, sponsorship, and advertising development. A P3 management model could lead to a financial structure similar to the one outlined below, which is a 5-year extract from a 10-year projection.

	Year 1	Year 2	Year 3	Year 4	Year 5
Advertising	**$ 325,000**	**$ 372,500**	**$ 428,500**	**$ 441,355**	**$ 450,182**
Field/ Diamond Revenue	**$ 1,363,634**	**$ 1,404,543**	**$ 1,446,679**	**$ 1,490,080**	**$ 1,534,782**
Parking	**$ 96,480**	**$ 101,304**	**$ 106,369**	**$ 111,688**	**$ 117,272**
Ticket Gate	**$ 54,230**	**$ 59,653**	**$ 65,619**	**$ 72,181**	**$ 79,399**
Gross Potential Income	**$ 1,839,344**	**$ 1,938,001**	**$ 2,047,167**	**$ 2,115,303**	**$ 2,181,635**
Vacancy	5.0%	3.0%	3.0%	0.0%	0.0%
Effective Gross Income	**$ 1,747,377**	**$ 1,879,861**	**$ 1,985,752**	**$ 2,115,303**	**$ 2,181,635**
Real Estate Taxes	$ -	$ -	$ -	$ -	$ -
Insurance	$ 100,000	$ 103,000	$ 106,090	$ 109,273	$ 112,551
Utilities	$ 175,000	$ 180,250	$ 185,658	$ 191,227	$ 196,964
Repairs & Maintenance	$ 46,000	$ 47,380	$ 48,801	$ 50,265	$ 51,773
Landscaping	$ 46,000	$ 47,380	$ 48,801	$ 50,265	$ 51,773
Janitorial & Trash Disposal	$ 41,000	$ 42,230	$ 43,497	$ 44,802	$ 46,146
Mgmt. Fee	$ 183,934	$ 193,800	$ 204,717	$ 211,530	$ 218,164
Payroll and Benefits	$ 341,000	$ 351,230	$ 361,767	$ 372,620	$ 383,799
Marketing	$ 30,000	$ 30,900	$ 31,827	$ 32,782	$ 33,765
Professional Fees	$ 15,000	$ 15,450	$ 15,914	$ 16,391	$ 16,883
General & Admin.	$ 46,000	$ 47,380	$ 48,801	$ 50,265	$ 51,773
Program Expenses	$ 50,000	$ 51,500	$ 53,045	$ 54,636	$ 56,275
Total Operating Expenses	**$ 1,073,934**	**$ 1,110,500**	**$ 1,148,918**	**$ 1,184,057**	**$ 1,219,866**
Net Operating Income	**$ 673,443**	**$ 769,360**	**$ 836,835**	**$ 931,246**	**$ 961,769**
Reserves	$ 67,344	$ 69,365	$ 71,446	$ 73,589	$ 75,797
Net Cash Flow	**$ 606,099**	**$ 699,996**	**$ 765,389**	**$ 857,657**	**$ 885,972**
Depreciation (Est.)	$ -	$ -	$ -	$ -	$ -
Amortization	$ -	$ -	$ -	$ -	$ -
EBDITA	$ 606,099	$ 699,996	$ 765,389	$ 857,657	$ 885,972

Additionally, with improved performance of the HCMSC, the County will see a significant increase in annual visitors, hotel room nights, total economic impact, and associated tax revenues, as illustrated below.

Economic Impact				Year 1	Year 2	Year 3	Year 4	Year 5
		Non-Local Participant Days		38,043	47,554	59,443	74,304	92,880
		Non-Local Spectator Days		49,457	61,821	77,276	96,595	120,743
		Total Non-Local Days		87,500	109,375	136,719	170,898	213,623
		Average Daily Spending Per Non-Local Person		$ 95.00	$ 96.90	$ 98.84	$ 100.81	$ 102.83
		Direct Spending by Type:						
		Hotel	50%	$ 4,156,250	$ 5,299,219	$ 6,756,504	$ 8,614,542	$ 10,983,542
		Restaurant / Meals	30%	$ 2,493,750	$ 3,179,531	$ 4,053,902	$ 5,168,725	$ 6,590,125
		Entertainment/Leisure	10%	$ 831,250	$ 1,059,844	$ 1,351,301	$ 1,722,908	$ 2,196,708
		Retail/Shopping	7%	$ 581,875	$ 741,891	$ 945,911	$ 1,206,036	$ 1,537,696
		Transportation	1%	$ 83,125	$ 105,984	$ 135,130	$ 172,291	$ 219,671
		Other	2%	$ 166,250	$ 211,969	$ 270,260	$ 344,582	$ 439,342
		Total	100%	$ 8,312,500	$ 10,598,438	$ 13,513,008	$ 17,229,085	$ 21,967,083
		Annual Direct Spending		$ 8,312,500	$ 10,598,438	$ 13,513,008	$ 17,229,085	$ 21,967,083
		Indirect/Induced Spending	63%	$ 5,236,875	$ 6,677,016	$ 8,513,195	$ 10,854,324	$ 13,839,262
		Total Annual Economic Impact		$ 13,549,375	$ 17,275,453	$ 22,026,203	$ 28,083,408	$ 35,806,346
	Total Accumulated Economic Impact			**$ 13,549,375**	**$ 30,824,828**	**$ 52,851,031**	**$ 80,934,439**	**$ 116,740,785**
		State Sales Tax	6.00%	$ 807,975	$ 1,030,168	$ 1,313,464	$ 1,674,667	$ 2,135,200
	Total Accumulated State Sales Tax			**$ 807,975**	**$ 1,838,143**	**$ 3,151,607**	**$ 4,826,275**	**$ 6,961,475**
		Highlands County Tax Rate	1.5%	$ 201,994	$ 257,542	$ 328,366	$ 418,667	$ 533,800
		Highlands County TDC Rate	5.0%	$ 673,313	$ 858,473	$ 1,094,554	$ 1,395,556	$ 1,779,334
		Tax Impact		**$ 875,306**	**$ 1,116,015**	**$ 1,422,920**	**$ 1,814,223**	**$ 2,313,134**

Highlands County Multi-Sports Complex (the HCMSC)
Facility Management Analysis
Conclusion

The Highlands County Multi-Sports Complex (the HCMSC) presents a significant opportunity to become a premier destination for sports tourism, benefiting both the local community and the broader regional economy. Through comprehensive benchmarking and analysis, the Consultant Team has identified several key areas for improvement across both the diamond and flat field facilities, ranging from infrastructure upgrades to operational enhancements. By aligning with best-in-class venues, expanding field capacity, improving amenities, and adopting industry best practices, the HCMSC can attract larger regional and national tournaments, driving increased visitor numbers and economic impact.

From a financial perspective, transitioning to a public-private partnership (P3) model offers the most viable path forward. This approach not only maximizes revenue generation through the expertise of a private operator but also ensures that the facility remains accessible to the local community. By focusing on core strengths—such as grounds management—and allowing private operators to handle marketing, event management, and daily operations, the County can ensure long-term sustainability and financial success for the complex.

Ultimately, by implementing the recommended changes and adopting the P3 management model, Highlands County will be well-positioned to transform the HCMSC into a competitive, revenue-generating asset that enhances the county's reputation as a sports tourism hub. The projected increases in visitor numbers, hotel room nights, and associated tax revenues will provide substantial benefits, making the Highlands County Multi-Sports Complex a key driver of economic growth for the region.

Yours in Sport,

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Highlands County Multi-Sports Complex (the HCMSC)
Facility Management Analysis
Appendix A

SCHEDULES OF OPERATING INCOME & EXPENSES

	Year 1	Year 2	Year 3	Year 4	Year 5
REVENUES					
Diamond Fields					
Field Rental	$ 74,880	$ 112,320	$ 149,760	$ 152,755	$ 155,810
Housing Rebate	$ 280,782	$ 421,173	$ 561,564	$ 572,795	$ 584,251
Parking Fees	$ 9,240	$ 13,860	$ 18,480	$ 18,850	$ 19,227
Gate Fees	$ 348,894	$ 523,341	$ 697,788	$ 711,744	$ 725,979
Concessions Sales	$ 507,507	$ 761,261	$ 1,015,014	$ 1,035,314	$ 1,056,021
Merchandise Sales	$ 197,025	$ 295,538	$ 394,050	$ 401,931	$ 409,970
Total Diamond Fields Revenue	**$ 1,418,328**	**$ 2,127,492**	**$ 2,836,656**	**$ 2,893,389**	**$ 2,951,257**
Other Revenue					
Advertising and Sponsorship	$ 500,000	$ 550,000	$ 605,000	$ 665,500	$ 732,050
Total Other Revenue	**$ 500,000**	**$ 550,000**	**$ 605,000**	**$ 665,500**	**$ 732,050**
Total Revenues	**$ 1,918,328**	**$ 2,677,492**	**$ 3,441,656**	**$ 3,558,889**	**$ 3,683,307**
OPERATING EXPENSES					
Cost of Goods Sold					
Concessions	$ 152,252	$ 228,378	$ 304,504	$ 310,594	$ 316,806
Merchandise	$ 68,959	$ 103,438	$ 137,918	$ 140,676	$ 143,489
Total Cost of Goods Sold	**$ 221,211**	**$ 331,816**	**$ 442,422**	**$ 451,270**	**$ 460,296**
Event Operations Expenses					
Diamond Fields	$ 27,000	$ 27,000	$ 27,000	$ 27,000	$ 27,000
Total Event Operations Expenses	**$ 27,000**	**$ 27,000**	**$ 27,000**	**$ 27,000**	**$ 27,000**
Full Time Payroll Expenses					
General Manager	$ 100,000	$ 102,000	$ 104,040	$ 106,121	$ 108,243
Chief Technology Officer	$ -	$ -	$ -	$ -	$ -
Human Resources Director	$ -	$ -	$ -	$ -	$ -
Director of Sports Facilities	$ 85,000	$ 86,700	$ 88,434	$ 90,203	$ 92,007
Staff Accountant	$ -	$ -	$ -	$ -	$ -
Staff Accountant	$ -	$ -	$ -	$ -	$ -
Sports Marketing Manager	$ 60,000	$ 61,200	$ 62,424	$ 63,672	$ 64,946
Sports Marketing Coordinator	$ 45,000	$ 45,900	$ 46,818	$ 47,754	$ 48,709
Field Maintenance Manager	$ 60,000	$ 61,200	$ 62,424	$ 63,672	$ 64,946
Field Maintenance Coordinator	$ 45,000	$ 45,900	$ 46,818	$ 47,754	$ 48,709
Field Maintenance Coordinator	$ 45,000	$ 45,900	$ 46,818	$ 47,754	$ 48,709
Diamond Fields Events Manager	$ 60,000	$ 61,200	$ 62,424	$ 63,672	$ 64,946
Diamond Fields Events Coordinator	$ 45,000	$ 45,900	$ 46,818	$ 47,754	$ 48,709
Total Full Time Payroll Expenses	**$ 545,000**	**$ 555,900**	**$ 567,018**	**$ 578,358**	**$ 589,926**
Part Time Payroll Expenses					
Facilities Staff	$ 53,940	$ 80,910	$ 107,880	$ 107,880	$ 107,880
Parking Staff	$ 7,920	$ 7,920	$ 7,920	$ 7,920	$ 7,920
Gate Staff	$ 46,680	$ 46,680	$ 46,680	$ 46,680	$ 46,680
Concessions Staff	$ 90,060	$ 135,090	$ 180,120	$ 180,120	$ 180,120
Merchandise Staff	$ 32,220	$ 48,330	$ 64,440	$ 64,440	$ 64,440
Officials	$ 279,250	$ 418,875	$ 558,500	$ 558,500	$ 558,500
Total Part Time Payroll Expenses	**$ 510,070**	**$ 737,805**	**$ 965,540**	**$ 965,540**	**$ 965,540**
Other Expenses					
Sponsorship Acquisition Costs	$ 90,000	$ 99,000	$ 108,900	$ 119,790	$ 131,769
Operating Expenses (Utilities, Prof. Svcs.)	$ 120,000	$ 120,000	$ 120,000	$ 120,000	$ 120,000
Event/Facility Marketing	$ 20,000	$ 20,000	$ 20,000	$ 20,000	$ 20,000
Total Other Expenses	**$ 230,000**	**$ 239,000**	**$ 248,900**	**$ 259,790**	**$ 271,769**
Total Operating Expenses	**$ 1,533,281**	**$ 1,891,521**	**$ 2,250,880**	**$ 2,281,958**	**$ 2,314,530**
Total Revenues	$ 1,918,328	$ 2,677,492	$ 3,441,656	$ 3,558,889	$ 3,683,307
Total Operating Expenses	$ 1,533,281	$ 1,891,521	$ 2,250,880	$ 2,281,958	$ 2,314,530
NET OPERATING REVENUES	**$ 385,047**	**$ 785,971**	**$ 1,190,776**	**$ 1,276,931**	**$ 1,368,777**

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **January 7, 2025**

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

SUBJECT/TITLE: **Request to approve the acceptance of maintenance for the Trails End Drainage Easement**

STATEMENT OF ISSUE

The included drainage easement was dedicated to the Board of County Commissioners in October of 2004. The Grantee was not obligated to accept maintenance, therefore, we cannot find any recorded Board approval for maintenance. Recently, this dedicated easement was provided to County staff with the request that we exercise our rights under such and proceed with maintenance of the drainage easement. This area is a continuation of the drainage we currently maintain along Cowhouse Rd so any future maintenance will be completed in conjunction. All documentation is sufficient to support the acceptance of the easement, and there are no obstructions or impediments present to prevent any needed maintenance.

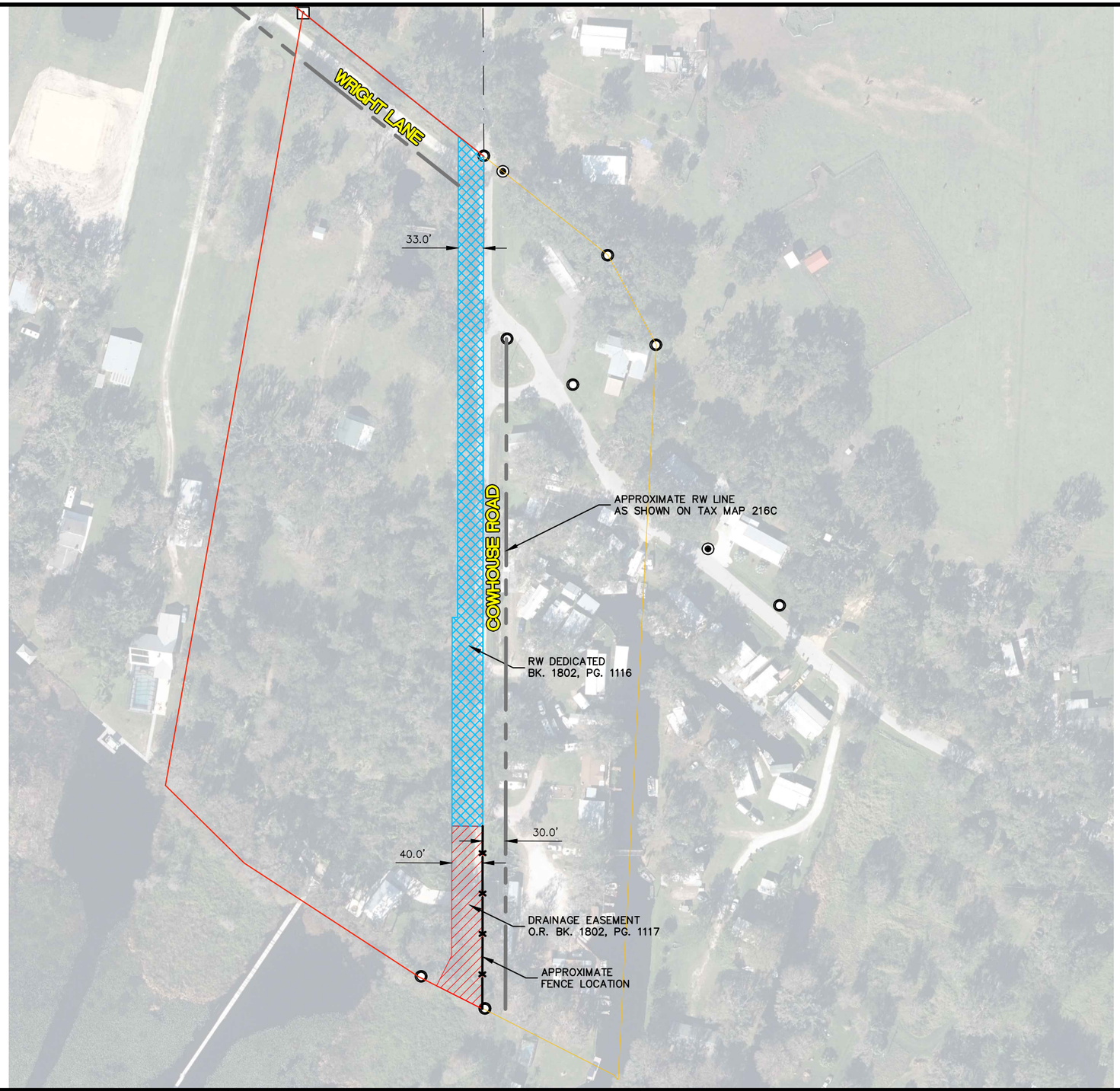
RECOMMENDED ACTION

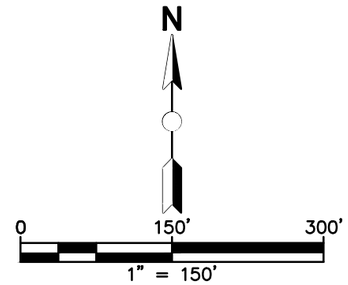
Move to approve the acceptance of maintenance for the Trails End Drainage Easement

FISCAL IMPACT

An annual average estimated fiscal impact of $1,400 from the Transportation Trust Fund (110), Cost Center 4102.

Attachments: Trails End - Drainage Easement Sketch.pdf
Attachments: Trails End Drainage Easement.pdf





G:\PROJECTS\Other Projects\Trails End Cowhouse Road\All Drawings\Trails End Cowhouse Road.dwg, 11x17, Natubacz, Douglas Colors As Block Except Gray Colors.ctb

REVISIONS		
DATE	BY	DESCRIPTION

HIGHLANDS COUNTY
ENGINEERING DEPARTMENT
505 S. COMMERCE AVENUE
SEBRING, FLORIDA 33870

PRELIMINARY

TRAILS END – COWHOUSE ROAD EASEMENT AND RIGHT OF WAY SKETCH

SCALE:
HORIZ. 1"=150'
VERT. N/A

PROJECT NO. N/A | REV. 0

SHEET 1 OF 1

DESIGNED BY: J.D. LANGFORD, P.E.
DRAWN BY: xxxx
CHECKED BY: J.D. LANGFORD, P.E.
IN CHARGE: J.D. LANGFORD, P.E.
DATE: 10/28/2024

APPROVED BY: JAMES D. LANGFORD, JR., P.E.
FLORIDA REGISTRATION NO.: 78402

EA N/C

OFFICIAL RECORDS
BK 1802 PG 1117

1279131

This Instrument prepared by:
Dawn Hinkle, Public Works Specialist
Highlands County Engineering
505 South Commerce Avenue
Sebring, Florida 33870
(863) 402-6877

Jodi Giguere - Recording

RETURN TO

DRAINAGE EASEMENT

Richard A. Frazee and Kathleen Frazee, husband and wife, whose address is 3132 Rivergrove Circle, Ft. Myers, FL 33905, as Grantor, in consideration of the payment of Ten Dollars ($10.00) and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, does hereby grant and convey to the BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, a political subdivision of the State of Florida, whose post office address is P. O. Box 1926, Sebring, Florida 33871-1926, as Grantee, and its licensees, grantees, successors, and assigns forever, a nonexclusive drainage easement for the construction, repair, replacement, operation and maintenance of drainage facilities and related installations of appurtenant equipment existing or to be installed from time to time, over, upon, under, in, across and through the real property located in Highlands County, Florida, more particularly described as follows:

A PORTION OF THE PART OF GOVERNMENT LOTS 10 AND 11 OR THE EASTERN PORTION OF PARCEL 6 FULLY DESCRIBED IN R.B. 207, PAGE 496 OF THE PUBLIC RECORDS OF HIGHLANDS COUNTY, FLORIDA AND ALSO KNOWN AS PARCEL "E", BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE GOVERNMENT ANGLE POINT NO. 5 IN SECTION 33, TOWNSHIP 35 SOUTH RANGE 31 EAST IN HIGHLANDS COUNTY, FLORIDA; THENCE SOUTH 51° 36' 00" EAST, 979.64 FEET ALONG THE GOVERNMENT MEANDER LINE OF 1914; THENCE SOUTH 0° 00' 00" WEST, 870.83 FEET ALONG THE EASTERLY BOUNDARY LINE OF SAID PARCEL "E" TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 0° 00' 00" WEST, 237.70 FEET; THENCE NORTH 63° 15' 00" WEST, 66.98 FEET ALONG THE MEANDER LINE OF 1928 OF LAKE ISTOKPOGA; THENCE NORTH 26° 45' 00" EAST, 43.61 FEET; THENCE NORTH 0° 00' 00" EAST, 168.69 FEET; THENCE SOUTH 90° 00' 00" EAST, 40.00 FEET TO THE POINT OF BEGINNING.
CONTAINING 0.2200 ACRES MORE OR LESS.

Together with the right to repair, rebuild, improve, add to, enlarge and remove these facilities or any of them and together with the right of ingress and egress, at all times, over, across and through the lands identified above and the reasonable right to enter upon the land of the Grantor adjacent to that easement area for the purpose of exercising the rights herein granted. This grant of easement shall be non-exclusive and the Grantor may grant other rights or easements to others that do not unreasonably interfere with the rights of Grantee. Grantee shall not be obligated to maintain the easement area.

The Easement shall be binding upon and inure to the benefit of the parties specified herein, their respective licensees, grantees, successors and assigns, and the benefits and burdens hereof shall run with the Easement.

The Easement may be modified or amended only upon the mutual written consent of Grantee and Grantor, or their respective successors in title.

The Grantor hereby covenants with Grantee that Grantor is lawfully seized of said land in fee simple, and that Grantor has good and lawful authority to grant and convey this easement.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on October 12, 2004.

FILE# 1279131 RCD:Nov 10 2004 @ 3:18 PM
L.E. "Luke" Brooker Clerk of Courts Highlands Co

Signed, sealed and delivered in the presence of:

Ann L. Woods

Print Name: ANN L. WOODS

Print Name: Tom Fischer

Richard A. Frazee

Kathleen Frazee

STATE OF FLORIDA
COUNTY OF Lee

The foregoing instrument was acknowledged ~~before me~~ this 12 day of October, 2004, by Richard A. Frazee and Kathleen Frazee, who are personally known to me or who produced _____ as identification and who did not take an oath.

CHERYL LYNN FISCHER
MY COMMISSION # CC 977878
EXPIRES: Dec 22, 2004
1-800-3-NOTARY FL Notary Service & Bonding, Inc.

Print Name: CHERYL Fischer
State of Florida
My Commission Expires: 12/22/04

G:\Acquisition of ROW\COWHOUSE ROAD-FRAZEE\Drainage Easement .wpd

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **Jan 7, 2024**

PRESENTER: **David Nitz, OMB Manager**

SUBJECT/TITLE: **Request approval of Budget Amendment 24-25-033 to transfer funds to the correct cost center for the Sheriff Inmate Transport Vehicle purchase.**

STATEMENT OF ISSUE

When the budget was prepared, funding requested by the Sheriff for an Inmate Transport Vehicle was incorrectly budgeted in cost center 3101B (Sheriff 151) instead of cost center 3322A (County Jail 151) since this vehicle will be used in the transport of inmates. This budget amendment will move funding to the proper cost center.

RECOMMENDED ACTION

Move to approve Budget Amendment 24-25-033 to transfer funds to the correct cost center for the Sheriff Inmate Transport Vehicle purchase.

FISCAL IMPACT

There is no fiscal impact to Fund 151 (Infrastructure Surtax) as this budget amendment is transferring budgeted funds of $39,434.00 from cost center 3101B (Sheriff 151) to 3322A (County Jail 151).

Attachments: 24-25-033 Inmate Transport Vehicle Xfer fm 3101B to 3322A.pdf

REVIEWED
O.M.B DEPARTMENT
December 11, 2024
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **12/11/2024** SUBMITTED BY: **OMB**

FUND(S): **151** FUND TITLE(S): **Infrastructure Surtax** COST CENTER(S) #: **3101B, 3322A**

PROJECT(S) #: _____ PROJECT TITLE(S): _____ COST CENTER TITLE(S): **Sheriff 151, County Jail 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**	**3101B**	**56400**	**Machinery & Equipment**		**958,211.00**		**39,434.00**	**918,777.00**
E	**151**	**3322A**	**56400**	**Machinery & Equipment**		**0.00**	**39,434.00**		**39,434.00**
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: **To transfer budgeted funds from cost center 3101B to the correct cost center, 3322A.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **24-25-033**

ACTION:
Board _____ Approved _____ Denied
County Administrator _____ Approved _____ Denied

TRANSFER TYPE:

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

SIGNATURE: _____

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

Form Revised 08/05/2020

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **January 7, 2025**

PRESENTER: **James K. Duppenthaler, Fire Chief**

SUBJECT/TITLE: **Request adoption of Resolution 24-25-048 for Budget Amendment 24-25-031 to appropriate insurance proceeds for the repairs to EMS606 Ambulance.**

STATEMENT OF ISSUE

This budget amendment is appropriating insurance proceeds for the repairs to EMS606 Ambulance due to an accident on August 17, 2024.

RECOMMENDED ACTION

Move to adopt Resolution 24-25-048 for Budget Amendment 24-25-031 to appropriate insurance proceeds for the repairs to EMS606 Ambulance.

FISCAL IMPACT

The fiscal impact is an increase to Fund 005 (General) in the amount of $9,566.91 which is being appropriated in Cost Center 5105 (Emergency Medical Services), and Account 54600 (Repair and Maintenance).

Attachments: 24-25-031 5105 Damaged Vehicle Repairs_DOL 8.17.24 (BA).pdf
Attachments: 24-25-031R 5105 Damaged Vehicle Repairs_DOL 8.17.24 (Resolution).pdf

REVIEWED
O.M.B DEPARTMENT
December 11, 2024
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **12/5/2024** SUBMITTED BY: **R Taylor**

FUND(S): **005** FUND TITLE(S): **General** COST CENTER(S) #: **5105**

PROJECT(S) #: PROJECT TITLE(S): COST CENTER TITLE(S): **Emergency Medical Services**
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	**005**		**3694010**	**Insurance Proceeds**		**0.00**	**9,566.91**		**9,566.91**
E	**005**	**5105**	**54600**	**Repair and Maintenance**		**534,443.20**	**9,566.91**		**544,010.11**

REASON: **To appropriate funds from insurance for accident related repairs to an EMS Ambulance**

OFFICE USE ONLY

OMB RECOMMENDATION:

Approval

Denial

REQUEST # **24-25-031**

ACTION:
Board Approved Denied
County Administrator Approved Denied

SIGNATURE:

DATE: / /

TRANSFER TYPE:

ITEM TO ITEM
RESERVE
XX BY RESOLUTION
SUPPLEMENTAL BUDGET

Signature:

Posted by Clerk:

Form Revised 08/05/2020

RESOLUTION NO. 24-25-048

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 24-25-031 TO THE GENERAL FUND; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF BUDGET AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

SECTION 2. **Approval of Budget Amendment.** Budget Amendment 24-25-031 is hereby approved and authorized to appropriate insurance reimbursement to Fund 005, Cost Center 5105 Emergency Medical Services. The fiscal impact is an increase in the amount of $9,566.91.

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

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

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

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

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

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

PASSED AND ADOPTED this 7th day of January, 2025.

HIGHLANDS COUNTY, FLORIDA

By:_____
Arlene Tuck, Chairwoman

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **January 7, 2025**

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

SUBJECT/TITLE: **Request adoption of Resolution 24-25-049 for Budget Amendment 24-25-032 to appropriate Fund Balance funds from prior year insurance proceeds to pay invoice for repairs.**

STATEMENT OF ISSUE

This Budget Amendment 24-25-032 will appropriate Fund Balance funds for the repairs completed by Jarret Ford for the Parks Department vehicle PR-213 that was damaged 4/15/2024. Insurance Proceeds were received and posted on 5/24/24 in the amount of $7,736.89.

RECOMMENDED ACTION

Move to adopt Resolution 24-25-049 for Budget Amendment 24-25-032 to appropriate Fund Balance funds from prior year insurance proceeds to pay invoice for repairs.

FISCAL IMPACT

Fiscal impact will be an increase to Fund 005 (General) in the amount of $7,736.89 and will be appropriated to Cost Center 6102 (Parks Dept.), Account 54600 (Repair & Maintenance).

Attachments: 24-25-032 6102 Damaged Vehicle Repairs_DOL 4.15.24 (BA).pdf
Attachments: 24-25-032R 6102 Damaged Vehicle Repairs_DOL 4.15.24 (Resolution).pdf

REVIEWED
O.M.B DEPARTMENT
December 11, 2024
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **12/5/2024** SUBMITTED BY: **Brandon Gunn**

FUND(S): **005** FUND TITLE(S): **General** COST CENTER(S) #: **6102**

PROJECT(S) #: PROJECT TITLE(S): COST CENTER TITLE(S): **Parks Department**
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	**005**		**3999100**	**Fund Balance Brought Forward**		**6,408,902.72**	**7,736.89**		**6,416,639.61**
E	**005**	**6102**	**54600**	**Repair & Maintenance**		**85,895.15**	**7,736.89**		**93,632.04**
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: **Apropriate Fund Balance funds from prior year insurance proceeds to pay invoice for repairs to damaged vehicle on 4/15/24.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **24-25-032**

ACTION:
Board _____ Approved _____ Denied
County Administrator _____ Approved _____ Denied

SIGNATURE: _____

DATE: ____ / ____ / ____

TRANSFER TYPE:

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

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

RESOLUTION NO. 24-25-049

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 24-25-032 TO THE GENERAL FUND; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF BUDGET AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

SECTION 2. **Approval of Budget Amendment.** Budget Amendment 24-25-032 is hereby approved and authorized to appropriate Fund Balance funds for the repairs completed by Jarret Ford for a Parks Department vehicle PR-213 that was damaged on 4/15/24. Insurance proceeds were received and posted on 5/2/24 in the amount of $7,736.89. The fiscal impact will be an increase of $7,736.89.

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

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

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

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

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

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

PASSED AND ADOPTED this 7th day of January, 2025.

HIGHLANDS COUNTY, FLORIDA

By:_____
Arlene Tuck, Chairwoman

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **January 7, 2025**

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

SUBJECT/TITLE: **Request to accept the Community Planning and Technical Assistance Grant from the Florida Department of Commerce in the amount and request adoption of Resolution 24-25-030 for Budget Amendment 24-25-019 to increase the budget in Project 23076.**

STATEMENT OF ISSUE

The Office of Economic Development was awarded $75,000 from Florida Department of Commerce to be used for a new strategic plan.

RECOMMENDED ACTION

Move to accept the Community Planning and Technical Assistance Grant from the Florida Department of Commerce and adopt Resolution 24-25-030 for Budget Amendment 24-25-019 to increase the budget in Project 23076.

FISCAL IMPACT

The Fiscal Impact is an increase of $75,000 to General Fund (005), Cost Center 2810, Project 23076.

Attachments: 24-25-019 Proj 23076 OED Strategic Planning Grant (BA).pdf
Attachments: 24-25-019R Proj 23076 OED Strategic Planning Grant (Resolution).pdf
Attachments: P0524_Agreement_-_DSR.docx 12.12.24.pdf

REVIEWED
O.M.B DEPARTMENT
November 12, 2024
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **11/7/2024** SUBMITTED BY: **Sarah Beth Rogers**

FUND(S): **005** FUND TITLE(S): **General** COST CENTER(S) #: **2810**

PROJECT(S) #: **23076** PROJECT TITLE(S): **ED Strategic Plan Update** COST CENTER TITLE(S): **Office of Economic Development**
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	**005**		**3345500Z**	**FL DEO Planning Grant**	**23076**	**0.00**	**75,000.00**		**75,000.00**
E	**005**	**2810**	**53100Z**	**Project Professional Svc**	**23076**	**40,000.00**	**75,000.00**		**115,000.00**
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: **Economic Development received a grant in the amount of $75,000 to complete the cost of an updated strategic plan.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **24-25-019**

ACTION:

Board _____ Approved _____ Denied

County Administrator _____ Approved _____ Denied

SIGNATURE: _____

DATE: ____ / ____ / ____

TRANSFER TYPE:

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

Signature: _____

Posted by Clerk: _____

Form Revised 08/05/2020

RESOLUTION NO. 24-25-030

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 24-25-019 TO THE GENERAL FUND; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF BUDGET AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

SECTION 2. **Approval of Budget Amendment.** Budget Amendment 24-25-019 is hereby approved and authorized to appropriate State Grant awarded funding for an update to the Economic Development Strategic Plan to Project #23076 for FY24/25. The fiscal impact is an increase in the amount of $75,000.00.

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

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

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

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

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

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

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

HIGHLANDS COUNTY, FLORIDA

By:_____
Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

Docusign Envelope ID: 59A5CA60-5099-4085-BA3D-205FB32B63C3

COMMUNITY PLANNING TECHNICAL ASSISTANCE
GRANT AGREEMENT
STATE OF FLORIDA
DEPARTMENT OF COMMERCE

THIS GRANT AGREEMENT ("Agreement") is made and entered into by and between the State of Florida, Department of Commerce ("Commerce"), and **Highlands County** ("Grantee"). Commerce and Grantee are sometimes referred to herein individually as a "Party" and collectively as "the Parties."

WHEREAS, Commerce has the authority to enter into this Agreement and distribute State of Florida funds ("Award Funds") in the amount and manner set forth in this Agreement and in the following Attachments incorporated herein as an integral part of this Agreement:

- **Attachment 1:** Scope of Work
- **Attachment 1-A:** Invoice: Grantee's Subcontractor(s) (Contractual Services)
- **Attachment 1-B:** Invoice: Grantee's Employee(s)
- **Attachment 1-C:** Invoice: Combination of Grantee's Subcontractor(s) and Grantee's Employee(s)
- **Attachment 1-D:** Grant Agreement Final Closeout Form
- **Attachment 1-E**: SERA Access Authorization Form (form provided after execution of this agreement)
- **Attachment 2 and Exhibit 1 to Attachment 2:** Audit Requirements
- **Attachment 3**: Audit Compliance Certification

WHEREAS, the Agreement and its aforementioned Attachments are hereinafter collectively referred to as the "Agreement", and if any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the Attachments shall control, but only to the extent of the conflict or inconsistency;

WHEREAS, Grantee hereby represents and warrants that Grantee's signatory to this Agreement has authority to bind Grantee to this Agreement as of the Effective Date and that Grantee, through its undersigned duly authorized representative in his or her official capacity, has the authority to request, accept, and expend Award Funds for Grantee's purposes in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, for and in consideration of the covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereby agree to perform the duties described herein in this Agreement as follows:

A. AGREEMENT PERIOD

This Agreement is effective as of July 1, 2024 (the "Effective Date") and shall continue until the earlier to occur of (a) June 30, 2025 (the "Expiration Date") or (b) the date on which either Party terminates this Agreement (the "Termination Date"). The period of time between the Effective Date and the Expiration Date or Termination Date is the "Agreement Period."

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B. FUNDING

This Agreement is a **cost reimbursement** Agreement. Commerce shall pay Grantee up to **Seventy-Five Thousand Dollars and Zero Cents ($75,000.00)** in consideration for Grantee's performance under this Agreement. Commerce, in its sole and absolute discretion, may provide Grantee an advance of Award Funds under this Agreement. Travel expenses are authorized under this Agreement. Grantee shall submit bills for such travel expenses and shall be reimbursed only in accordance with Section (s.) 112.061, Florida Statutes (F.S.), and the Invoice Submittal Procedures delineated in Attachment 1, Scope of Work. Commerce shall not pay Grantee's costs related to this Agreement incurred outside of the Agreement Period. In conformity with s. 287.0582, F.S., the State of Florida and Commerce's performance and obligation to pay any Award Funds under this Agreement is contingent upon an annual appropriation by the Legislature. Commerce shall have final unchallengeable authority as to both the availability of funds and what constitutes an "annual appropriation" of funds. Grantee shall not expend Award Funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency. Grantee shall not expend Award Funds to pay any costs incurred in connection with any defense against any claim or appeal of the State of Florida or any agency or instrumentality thereof (including Commerce); or to pay any costs incurred in connection with the prosecution of any claim or appeal against the State of Florida or any agency or instrumentality thereof (including Commerce), which Grantee instituted or in which Grantee has joined as a claimant. Grantee shall either (i) maintain Award Funds in a separate bank account, or (ii) expressly designate in Grantee's business records and accounting system that the Award Funds originated from this Agreement. Grantee shall not commingle Award Funds with any other funds. Commerce may refuse to reimburse Grantee for purchases made with commingled funds. Grantee's costs must be in compliance with all laws, rules, and regulations applicable to expenditures of State funds, including the Reference Guide for State Expenditures (https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2).

C. ELECTRONIC FUNDS TRANSFER

Within 30 calendar days of the date the last Party has signed this Agreement, Grantee shall enroll in Electronic Funds Transfer (EFT) from the State's Chief Financial Officer. A copy of the Authorization form can be found on the vendor instruction page at: https://www.myfloridacfo.com/division/aa/vendors. Any questions should be directed to the Direct Deposit Section of the Division of Accounting and Auditing at (850) 413-5517. Once enrolled, invoice payments shall be made by EFT.

D. RENEGOTIATION OR MODIFICATION

The Parties agree to renegotiate this Agreement if federal and/or state revisions of any applicable laws or regulations make changes to this Agreement necessary. In addition to changes necessitated by law, Commerce may at any time, with written notice to Grantee, make changes within the general scope and purpose of this Agreement, at Commerce's sole and absolute discretion. Such changes may include modifications of the requirements, changes to processing procedures, or other changes as decided by Commerce. Grantee shall be responsible for any due diligence necessary to determine the impact of each aforementioned modification or change. Any modification of this Agreement Grantee requests must be in writing and duly signed and dated by all Parties in order to be valid and enforceable.

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E. AUDIT REQUIREMENTS AND COMPLIANCE

1. **Section 215.971, Florida Statutes ("F.S.").** Grantee shall comply with all applicable provisions of s. 215.971, F.S., and Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements. Grantee shall perform the deliverables and tasks set forth in Attachment 1, Scope of Work. Grantee may only expend Award Funds for allowable costs resulting from obligations incurred during the Agreement Period. Grantee shall refund to Commerce any: (1) balance of unobligated Award Funds which have been advanced or paid to Grantee; or (2) Award Funds paid in excess of the amount to which Grantee is entitled under the terms and conditions of this Agreement and Attachments hereto, upon expiration or termination of this Agreement.

2. **Audit Compliance.** Grantee understands and shall comply with the requirements of s. 20.055(5), F.S. Grantee agrees to reimburse the State for the reasonable costs of investigation the Inspector General or other authorized State official incurs for investigations of Grantee's compliance with the terms of this or any other agreement between the Grantee and the State which results in the suspension or debarment of Grantee. Grantee shall not be responsible for any costs of investigations that do not result in Grantee's suspension or debarment.

F. RECORDS AND INFORMATION RELEASE

1. **Records Compliance.** Commerce is subject to the provisions of chapter 119, F.S., relating to public records. Any document Grantee submits to Commerce under this Agreement may constitute public records under the Florida Statutes. Grantee shall cooperate with Commerce regarding Commerce's efforts to comply with the requirements of chapter 119, F.S. Grantee shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S. for records made or received by Grantee in connection with this Agreement. Grantee shall immediately notify Commerce of the receipt and content of any request by sending an e-mail to PRRequest@commerce.fl.gov within one (1) business day after receipt of such request. Grantee shall indemnify, defend, and hold Commerce harmless from any violation of Florida's public records laws wherein Commerce's disclosure or nondisclosure of any public record was predicated upon any act or omission of Grantee. As applicable, Grantee shall comply with s. 501.171, F.S. Commerce may terminate this Agreement if Grantee fails to comply with Florida's public records laws. Grantee shall allow public access to all records made or received by Grantee in connection with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution or s. 119.07(1), F.S.

2. **Identification of Records.** Grantee shall clearly and conspicuously mark all records submitted to Commerce if such records are confidential and exempt from public disclosure. Grantee's failure to clearly mark each record and identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to delivery of the record to Commerce serves as Grantee's waiver of a claim of exemption. Grantee shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for as long as those records are confidential and exempt pursuant to Florida law. If Commerce's claim of exemption asserted in response to Grantee's assertion of confidentiality is challenged in any court of law, Grantee shall defend, assume, and be responsible for all fees, costs, and expenses in connection with such challenge.

3. **Keeping and Providing Records.** Commerce and the State have an absolute right to view, inspect, or make or request copies of any records arising out of or related to this Agreement.

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Grantee has an absolute duty to keep and maintain all records arising out of or related to this Agreement. Commerce may request copies of any records made or received in connection with this Agreement, or arising out of Grantees use of Award Funds, and Grantee shall provide Commerce with copies of any records within ten (10) business days after Commerce's request at no cost to Commerce. Grantee shall maintain all books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of Award Funds. For avoidance of doubt, Grantee's duties to keep and provide records to Commerce includes all records generated in connection with or as a result of this Agreement. Upon expiration or termination of this Agreement, Grantee shall transfer, at no cost, to Commerce all public records in possession of Grantee or keep and maintain public records required by Commerce to perform the service. If Grantee keeps and maintains public records upon completion of this Agreement, Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Commerce, upon request from Commerce's custodian of records, in a format that is compatible with the information technology systems of Commerce.

4. **Audit Rights.** Representatives of the State of Florida, Commerce, the State Chief Financial Officer, the State Auditor General, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

5. **Single Audit Compliance Certification.** Annually within 60 calendar days of the close of Grantee's fiscal year, Grantee shall electronically submit a completed Audit Compliance Certification (a version of this certification is attached hereto as Attachment 3) to Audit@commerce.fl.gov. Grantee's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement for all agreements between Commerce and Grantee.

6. **Ensure Compliance.** Grantee shall ensure that any entity which is paid from, or for which Grantee's expenditures will be reimbursed by, Award Funds, is aware of and will comply with the aforementioned audit and record keeping requirements.

7. Contact Custodian of Public Records for Questions. IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-7140, via e-mail at PRRequest@commerce.fl.gov, or by mail at Florida Department of Commerce, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.

G. TERMINATION AND FORCE MAJEURE

1. **Termination due to Lack of Funds:** In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are

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withdrawn or redirected, Commerce may terminate this Agreement upon no less than 24 hour written notice to Grantee. Commerce shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, Grantee will be paid for any work satisfactorily completed prior to notification of termination. The lack of funds shall not constitute Commerce's default under this Agreement.

2. **Termination for Cause:** Commerce may terminate the Agreement if Grantee fails to: (1) deliver the services within the time specified in the Agreement or any extension; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; or (4) abide by any statutory, regulatory, or licensing requirement. The rights and remedies of Commerce in this clause are in addition to any other rights and remedies provided by law or under the Agreement. Grantee shall not be entitled to recover any cancellation charges or lost profits.

3. **Termination for Convenience:** Commerce, by written notice to Grantee, may terminate this Agreement in whole or in part when Commerce determines in Commerce's sole and absolute discretion that it is in Commerce's interest to do so. Grantee shall not provide any deliverable pursuant to Attachment 1: Scope of Work after it receives the notice of termination, except as Commerce otherwise specifically instructs Grantee in writing. Grantee shall not be entitled to recover any cancellation charges or lost profits.

4. **Grantee's Responsibilities Upon Termination:** If Commerce issues a Notice of Termination to Grantee, except as Commerce otherwise specifies in that Notice, Grantee shall: (1) Stop work under this Agreement on the date and to the extent specified in the notice; (2) complete performance of such part of the work Commerce does not terminate; (3) take such action as may be necessary, or as Commerce may specify, to protect and preserve any property which is in the possession of Grantee and in which Commerce has or may acquire an interest; and (4) upon the effective date of termination, Grantee shall transfer, assign, and make available to Commerce all property and materials belonging to Commerce pursuant to the terms of this Agreement and all Attachments hereto. Grantee shall not receive additional compensation for Grantee's services in connection with such transfers or assignments.

5. **Force Majeure and Notice of Delay from Force Majeure.** Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Grantee believes is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, Grantee shall notify Commerce in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Grantee first had reason to believe that a delay

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could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section is a condition precedent to such remedy. Commerce, in its sole discretion, will determine if the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against Commerce. Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Commerce for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless Commerce determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Commerce or the State, in which case, Commerce may terminate the Agreement in whole or in part.

H. BUSINESS WITH PUBLIC ENTITIES

Grantee is aware of and understands the provisions of s. 287.133(2)(a), F.S., and s. 287.134(2)(a), F.S. As required by s. 287.135(5), F.S., Grantee certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S.; (2) engaged in a boycott of Israel; (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, F.S.; or (4) engaged in business operations in Cuba or Syria. Commerce may immediately terminate this Agreement if Grantee submits a false certification as to the above, or if Grantee is placed on the Scrutinized Companies that Boycott Israel List, engages in a boycott of Israel, is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has engaged in business operations in Cuba or Syria.

I. CONTINUING DISCLOSURE OF LEGAL PROCEEDINGS. ***(Not applicable)***

J. ADVERTISING AND SPONSORSHIP DISCLOSURE

1. **Limitations on Advertising of Agreement.** Commerce does not endorse any Grantee, commodity, or service. Unless authorized under the scope of work, subject to chapter 119, F.S., Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from Commerce, including, but not limited to mentioning this Agreement in a press release or other promotional material, identifying Commerce or the State as a reference, or otherwise linking Grantee's name and either a description of the Agreement or the name of Commerce or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual employees, agents, representatives, or subcontractors with the professional skills necessary to perform the work services required by the Agreement.

2. **Disclosure of Sponsorship**. As required by s. 286.25, F.S., if Grantee is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of

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Florida, Department of Commerce." If the sponsorship reference is in written material, the words "State of Florida, Department of Commerce" shall appear in the same size letters or type as the name of the organization.

K. INVOICES AND PAYMENTS

1. Grantee will provide invoices in accordance with the requirements of the State of Florida Reference Guide for State Expenditures (https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2), with detail sufficient for a proper pre-audit and post-audit thereof. Grantee shall comply with the Invoice Submittal and Payment provisions of Section 10 of Attachment 1, Scope of Work, and with the following requirements:

a. Invoices must be legible and must clearly reflect the goods/services that were provided in accordance with the terms of the Agreement for the invoice period. Payment does not become due under the Agreement until the invoiced deliverable(s) and any required report(s) are approved and accepted by Commerce.

b. Invoices must contain the Grantee's name, address, federal employer identification number or other applicable Grantee identification number, the Agreement number, the Grantee's invoice number, an invoice date, the dates of service, the deliverable number, a description of the deliverable, a statement that the deliverable has been completed, and the amount being requested. Commerce or the State may require any additional information from Grantee that Commerce or the State deems necessary to process an invoice.

c. Invoices must be submitted in accordance with the time requirements specified in the Scope of Work.

2. If the Grantee is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Grantee may elect in writing to exercise this provision.

a. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or

b. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1). If the Grantee meets the criteria set forth in this paragraph, then the Grantee is deemed to have demonstrated a financial hardship.

3. At Commerce's or the State's option, Grantee may be required to invoice electronically pursuant to guidelines of the Department of Management Services.

4. Payment shall be made in accordance with s. 215.422, F.S., Rule 69I-24, F.A.C., and s. 287.0585, F.S., which govern time limits for payment of invoices. Section 215.422, F.S.,

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provides that agencies have five (5) working days to inspect and approve goods and services unless the Scope of Work specifies otherwise. Commerce has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved. The Scope of Work may specify conditions for retainage. Invoices returned to a Grantee due to preparation errors will result in a delay of payment. Invoice payment requirements do not start until a properly completed invoice is provided to Commerce. Commerce is responsible for all payments under the Agreement.

5. Section 55.03(1), F.S., identifies the process applicable to the determination of the rate of interest payable on judgments and decrees, and pursuant to s. 215.422(3)(b), F.S., this same process applies to the determination of the rate of interest applicable to late payments to vendors for goods and services purchased by the State and for contracts which do not specify a rate of interest. The applicable rate of interest is published at:

   https://www.myfloridacfo.com/Division/AA/LocalGovernments/Current.htm

6. Grantee shall submit the final invoice for payment to Commerce no later than **60 calendar days** after the Agreement ends or is terminated. If Grantee fails to do so, Commerce, in its sole discretion, may refuse to honor any requests submitted after this time period and may consider Grantee to have forfeited any and all rights to payment under this Agreement.

L. RETURN OR RECOUPMENT OF FUNDS

1. **Recoupment.** Notwithstanding anything in this Agreement to the contrary, Commerce has an absolute right to recoup Award Funds. Commerce may refuse to reimburse Grantee for any cost if Commerce determines that such cost was not incurred in compliance with the terms of this Agreement. Commerce may demand a return of Award Funds if Commerce terminates this Agreement. The application of financial consequences as set forth in the Scope of Work is cumulative to any of Commerce's rights to recoup Award Funds. Notwithstanding anything in this Agreement to the contrary, in no event shall the application of any financial consequences or recoupment of Award Funds exceed the amount of Award Funds, plus interest.

2. **Overpayments.** If Grantee's (a) noncompliance with this Agreement or any applicable federal, state, or local law, rule, regulation or ordinance, or (b) Grantee's performance or nonperformance of any term or condition of this Agreement results in (i) an unlawful use of Award Funds; (ii) a use of Award Funds that doesn't comply with the terms of this Agreement; or (iii) a use which constitutes a receipt of Award Funds to which Grantee is not entitled (each such event an "Overpayment"), then Grantee shall return such Overpayment of Award Funds to Commerce.

3. **Discovery of Overpayments.** Grantee shall refund any Overpayment of Award Funds to Commerce within 30 calendar days of Grantee's discovery of an Overpayment, or receipt of notification from Commerce that and Overpayment has occurred. Commerce is the final authority as to what may constitute an Overpayment of Award Funds. Refunds should be sent to Commerce's Agreement Manager and made payable to the "Florida Department of Commerce". Should repayment not be made in a timely manner, Commerce may charge interest at the lawful rate of interest on the outstanding balance beginning 30 calendar days after the date of notification or discovery.

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4. **Right of Set-Off.** Commerce and the State shall have all of its common law, equitable and statutory rights of set-off, including, without limitation, the State's option to withhold for the purposes of set-off any moneys due to Grantee under this Agreement up to any amounts due and owing to Commerce with respect to this Agreement, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audits by the State or its representatives.

M. INSURANCE

Unless Grantee is a state agency or subdivision as defined in s. 768.28(2), F.S., Grantee shall provide and maintain at all times during this Agreement adequate commercial general liability insurance coverage. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

Grantee, at all times during the Agreement, at Grantee's sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with this Agreement, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policy shall cover all employees engaged in any Agreement work.

Grantee shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with this Agreement, as required by law, and as otherwise necessary and prudent for the Grantee's performance of its operations in the regular course of business. The limits of coverage under each policy maintained by Grantee shall not be interpreted as limiting Grantee's liability and obligations under this Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida, and such policies shall cover all employees engaged in any Agreement work. Grantee shall maintain any other insurance required in the Scope of Work. Upon request, Grantee shall produce evidence of insurance to Commerce.

Commerce shall not pay for any costs of any insurance or policy deductible, and payment of any insurance costs shall be Grantee's sole responsibility. Providing and maintaining adequate insurance coverage is a material obligation of Grantee, and failure to maintain such coverage may void the Agreement, at Commerce's sole and absolute discretion, after Commerce's review of Grantee's insurance coverage when Grantee is unable to comply with Commerce's requests concerning additional appropriate and necessary insurance coverage. Upon execution of this Agreement, Grantee shall provide Commerce written verification of the existence and amount for each type of applicable insurance coverage. Within 30 calendar days of the Effective Date of the Agreement, Grantee shall furnish Commerce proof of applicable insurance coverage by standard ACORD form certificates of insurance. In the event that an insurer cancels any applicable coverage for any reason, Grantee shall immediately notify Commerce of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within 15 business days after the cancellation of coverage. Copies of new insurance certificates must be provided to Commerce's Agreement Manager with each insurance renewal.

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N. CONFIDENTIALITY AND SAFEGUARDING INFORMATION

Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the State of Florida.

Grantee must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records involved with this Agreement.

Except as necessary to fulfill the terms of this Agreement and with the permission of Commerce, Grantee shall not divulge to third parties any confidential information obtained by Grantee or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Agreement work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Commerce.

Grantee shall not use or disclose any information concerning a recipient of services under this Agreement for any purpose in conformity with state and federal law or regulations except upon written consent of the recipient, or Recipients' responsible parent or guardian when authorized by law, if applicable.

When Grantee has access to Commerce's network and/or applications, in order to fulfill Grantee's obligations under this Agreement, Grantee shall abide by all applicable Commerce Information Technology Security procedures and policies. Grantee (including its employees, subcontractors, agents, or any other individuals to whom Grantee exposes confidential information obtained under this Agreement), shall not store, or allow to be stored, any confidential information on any portable storage media (e.g., laptops, thumb drives, hard drives, etc.) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Agreement.

Grantee shall immediately notify Commerce in writing when Grantee, its employees, agents, or representatives become aware of an inadvertent disclosure of Commerce's unsecured confidential information in violation of the terms of this Agreement. Grantee shall report to Commerce any Security Incidents of which it becomes aware, including incidents sub-contractors or agents reported to Grantee. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Commerce information in Grantee's possession or electronic interference with Commerce operations; provided, however, that random attempts at access shall not be considered a security incident. Grantee shall make a report to Commerce not more than seven (7) business days after Grantee learns of such use or disclosure. Grantee's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Grantee has done or shall do to mitigate any detrimental effect of the unauthorized use or disclosure, and (v) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use or disclosure. Grantee shall provide such other information, including a written report, as Commerce's Information Security Manager requests.

In the event of a breach of security concerning confidential personal information involved with this Agreement, Grantee shall comply with s. 501.171, F.S., as applicable. When notification to affected persons is required under this section of the statute, Grantee shall provide that

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notification, but only after receipt of Commerce's written approval of the contents of the notice. Defined statutorily under section 501.171(1)(a), F.S., and for purposes of this Agreement, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal data. Good faith acquisition of personal information by an employee or agent of Grantee is not a breach, provided the information is not used for a purpose unrelated to Grantee's obligations under this Agreement or is not subject to further unauthorized use.

O. PATENTS, COPYRIGHTS, AND ROYALTIES

1. All legal title and every right, interest, claim or demand of any kind, in and to any patent, trademark or copyright, or application for the same, or any other intellectual property right to, the work developed or produced under or in connection with this Agreement, is the exclusive property of Commerce to be granted to and vested in the Florida Department of State for the use and benefit of the state; and no person, firm or corporation shall be entitled to use the same without the written consent of the Florida Department of State. Any contribution by Grantee or its employees, agents or contractors to the creation of such works shall be considered works made for hire by Grantee for Commerce and, upon creation, shall be owned exclusively by Commerce. To the extent that any such works may not be considered works made for hire for Commerce under applicable law, Grantee agrees, upon creation of such works, to automatically assign to Commerce ownership, including copyright interests and any other intellectual property rights therein, without the necessity of any further consideration.

2. If any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Agreement, Grantee shall refer the discovery or invention to Commerce who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida.

3. Where activities supported by this Agreement produce original writings, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, Commerce has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of Commerce to do so. Grantee shall give Commerce written notice when any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced.

4. Notwithstanding any other provisions herein, in accordance with s. 1004.23, F.S., a State University is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Within 30 calendar days of same, the president of a State University shall report to the Department of State any such university's action taken to secure or exploit such trademarks, copyrights, or patents in accordance with s. 1004.23(6), F.S.

P. INFORMATION TECHNOLOGY RESOURCE

Grantee shall obtain prior written approval from the appropriate Commerce authority before purchasing any Information Technology Resource (ITR) or conducting any activity that will impact Commerce's electronic information technology equipment or software in any way. ITR includes computer hardware, software, networks, devices, connections, applications, and data. Grantee

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shall contact the Commerce Agreement Manager listed herein in writing for the contact information of the appropriate Commerce authority for any such ITR purchase approval.

Q. NONEXPENDABLE PROPERTY

1. For the requirements of this Nonexpendable Property section of the Agreement, "nonexpendable property" is the same as “property” as defined in s. 273.02, F.S., (equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature).

2. All nonexpendable property, purchased under this Agreement, shall be listed on the property records of Grantee. Grantee shall inventory annually and maintain accounting records for all nonexpendable property purchased and submit an inventory report to Commerce with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer’s serial number(s), date of acquisition, and the current condition of the item.

3. At no time shall Grantee dispose of nonexpendable property purchased under this Agreement without the written permission of and in accordance with instructions from Commerce.

4. Immediately upon discovery, Grantee shall notify Commerce, in writing, of any property loss with the date and reason(s) for the loss.

5. Grantee shall be responsible for the correct use of all nonexpendable property Grantee purchases or Commerce furnishes under this Agreement.

6. A formal Agreement amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in Attachment 1, Scope of Work.

7. Upon the Expiration Date of this Agreement, Grantee is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, Grantee hereby grants to Commerce a right of first refusal in all such property prior to disposition of any such property during its depreciable life, in accordance with the depreciation schedule in use by Grantee. Grantee shall provide written notice of any such planned disposition and await Commerce’s response prior to disposing of the property. “Disposition” as used herein, shall include, but is not limited to, Grantee no longer using the nonexpendable property for the uses authorized herein; the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. Commerce, in its sole discretion, may require Grantee to refund to Commerce the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.

R. REQUIREMENTS APPLICABLE TO THE PURCHASE OF OR IMPROVEMENTS TO REAL PROPERTY *(Not applicable)*

S. CONSTRUCTION AND INTERPRETATION

The title of and the section and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions

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of this Agreement. The term "this Agreement" means this Agreement together with all attachments and exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof. The use in this Agreement of the term "including" and other words of similar import mean "including, without limitation" and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word "or" is not exclusive and the words "herein," "hereof," "hereunder," and other words of similar import refer to this Agreement, including any Exhibits and Attachments, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. As appropriate, the use herein of terms importing the singular shall also include the plural, and vice versa. The reference to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. All references to "$" shall mean United States dollars. The term "Grantee" includes any person or entity which has been duly authorized to and has the actual authority to act or perform on Grantee's behalf. The term "Commerce" includes the State of Florida and any successor office, department, or agency of Commerce, and any person or entity which has been duly authorized to and has the actual authority to act or perform on Commerce's behalf. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the Parties. Time is of the essence with respect to the performance of all obligations under this Agreement. Each Party has read and understands this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

T. CONFLICT OF INTEREST

This Agreement is subject to chapter 112, F.S. Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a 5% interest in Grantee or its affiliates.

U. GRANTEE AS INDEPENDENT CONTRACTOR

Grantee is at all times acting and performing as an independent contractor. Commerce has no ability to exercise any control or direction over the methods by which Grantee may perform its work and functions, except as provided herein. Nothing in this Agreement may be understood to constitute a partnership or joint venture between the Parties.

V. EMPLOYMENT ELIGIBILITY VERIFICATION – E-VERIFY

1. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: https://www.e-verify.gov/.

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2. Section 448.095, F.S., requires the following:

    a. Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

    b. An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 C.F.R. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.

3. If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

W. NOTIFICATIONS OF INSTANCES OF FRAUD

Upon discovery, Grantee shall report all known or suspected instances of Grantee, or Grantee's agents, contractors or employees, operational fraud or criminal activities to Commerce's Agreement Manager in writing within 24 chronological hours.

X. NON-DISCRIMINATION

Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

Y. ASSIGNMENTS AND SUBCONTRACTS

1. Grantee shall not assign, subcontract, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of Commerce, which consent may be withheld in Commerce's sole and absolute discretion. Commerce is at all times entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida. Any attempted assignment of this Agreement or any of the rights hereunder by Grantee in violation of this provision shall be void *ab initio*.

2. Grantee agrees to be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If in the scope of work or in a separate writing Commerce permits Grantee to subcontract all or part of the work contemplated under this Agreement, including entering into subcontracts with vendors for services, it is understood by Grantee that all such subcontract arrangements shall be evidenced by a written document containing all provisions necessary to ensure subcontractor's compliance with applicable state and federal law, and that Grantee remains fully responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. Grantee further agrees that Commerce shall not be liable to the subcontractor for any expenses or liabilities incurred

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under the subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. Grantee, at its expense, will defend Commerce against such claims.

3. Grantee agrees that all Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All Grantee employees, subcontractors, or agents performing work under the Agreement must comply with all Commerce security and administrative requirements identified herein. Commerce may conduct, and Grantee shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by Grantee. Commerce may refuse access to, or require replacement of, any of Grantee's employees, subcontractors, or agents for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with Commerce's security or administrative requirements identified herein. Such refusal shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. Commerce may reject and bar from any facility for cause any of Grantee's employees, subcontractors, or agents.

4. Grantee agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to Grantee. In the event the State of Florida approves transfer of Grantee's obligations, Grantee remains responsible for all work performed and all expenses incurred in connection with the Agreement. In addition, this Agreement shall bind the successors, assigns, and legal representatives of Grantee and of any legal entity that succeeds to the obligations of the State of Florida.

5. Grantee agrees to make payments to the subcontractor within seven (7) working days after receipt of full or partial payments from Commerce in accordance with s. 287.0585, F.S., unless otherwise stated in the Agreement between Grantee and subcontractor. Grantee's failure to pay its subcontractors within seven (7) working days will result in a penalty charged against Grantee and paid to the subcontractor in the amount of one-half of one percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.

6. Grantee shall provide a monthly Minority and Service-Disabled Veteran Business Enterprise Report for each invoice period summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors/material suppliers for that period, and project to date. The report shall include the names, addresses and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant and a copy must be forwarded to Commerce's Agreement Manager. The Office of Supplier Diversity at (850) 487-0915 will assist in furnishing names of qualified minorities. Commerce's Minority Coordinator at (850) 245-7471 will assist with questions and answers.

7. Commerce shall retain the right to reject any of Grantee's or subcontractor's employees whose qualifications or performance, in Commerce's judgment, are insufficient.

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Z. ENTIRE AGREEMENT; SEVERABILITY; CONFLICTS; COUNTERPARTS.

This Agreement, and the attachments and exhibits hereto, embody the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, then that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect. If any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the attachments shall control, but only to the extent of the conflict or inconsistency. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instruments.

AA. WAIVER; GOVERNING LAW; ATTORNEYS' FEES, DISPUTE RESOLUTION

1. **Waiver.** No waiver by Commerce of any of provision herein shall be effective unless explicitly set forth in writing and signed by Commerce. No waiver by Commerce may be construed as a waiver of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure by Commerce to exercise, or delay in exercising, any right, remedy, power or privilege under this Agreement may be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies set forth herein are cumulative and not exclusive.

2. **Governing Law.** The laws of the State of Florida shall govern the construction, enforcement, and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction. The Parties expressly consent to exclusive jurisdiction and venue in any state court located in Leon County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense. IN ANY LEGAL OR EQUITABLE ACTION BETWEEN THE PARTIES, THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.

3. **Attorneys' Fees, Expenses.** Except as set forth otherwise herein, each of the Parties shall pay its own attorneys' fees and costs in connection with the execution and delivery of this Agreement and the transactions contemplated hereby.

4. **Dispute Resolution.** Commerce shall decide disputes concerning the performance of the Agreement, and Commerce shall serve written notice of same to Grantee. Commerce's decision shall be final and conclusive unless within 21 calendar days from the date of receipt, Grantee submits a petition for an administrative hearing to Commerce's Agency Clerk. Commerce's final order on the petition shall be final, subject to any right of Grantee to judicial review pursuant to s. 120.68, F.S. Exhaustion of administrative remedies is an absolute condition precedent to Grantee's ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

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BB. INDEMNIFICATION

1. If Grantee is a state agency or subdivision, as defined in s. 768.28(2), F.S., pursuant to s. 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.

2. Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees for that portion of any loss or damages the negligent act or omission of Commerce or the State proximately caused.

3. Further, Grantee shall fully indemnify, defend, and hold harmless the State and Commerce from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to Commerce's misuse or modification of Grantee's products or Commerce's operation or use of Grantee's products in a manner not contemplated by this Agreement. If any product is the subject of an infringement suit, or in Grantee's opinion is likely to become the subject of such a suit, Grantee may, at Grantee's sole expense, procure for Commerce the right to continue using the product or to modify it to become non-infringing. If Grantee is not reasonably able to modify or otherwise secure for Commerce the right to continue using the product, Grantee shall remove the product and refund Commerce the amounts paid in excess of a reasonable fee, as determined by Commerce in its sole and absolute discretion, for past use. Commerce shall not be liable for any royalties.

4. Grantee's obligations under the two immediately preceding paragraphs above, with respect to any legal action are contingent upon the State or Commerce giving Grantee: (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense, and (3) assistance in defending the action at Grantee's sole expense. Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or Commerce in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

5. The State and Commerce may, in addition to other remedies available to them at law or equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of Grantee or its affiliates to the State against any payments due Grantee under any Agreement with the State.

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CC. CONTACT INFORMATION FOR GRANTEE AND COMMERCE

Grantee's Agreement Manager:

Laurie Hurner, County Administrator
600 S. Commerce Ave.
Sebring, Florida 33870
863.402.6500
lhurner@highlandsfl.gov

COMMERCE's Agreement Manager:

Paige Lay
Florida Department of Commerce
107 East Madison Street, MSC 160
Tallahassee, FL 32399-4120
Telephone: (850) 921-3250
Facsimile: (850) 717-8522
Email: Paige.Lay@commerce.fl.gov

DD. NOTICES

The Parties' respective contact information is set forth in the immediately preceding paragraph and may be subject to change at the Parties' discretion. If the contact information changes, the Party making such change will notify the other Party in writing. Where the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted via email with proof of delivery; (iii) the next business day following the day on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

Remainder of this page left intentionally blank;
Attachments to follow after signature page

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IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in the attachments hereto, the Parties, through their duly-authorized representatives, sign this Agreement and represent and warrant that they understand the Agreement and Attachments' terms and conditions as of the Effective Date.

FLORIDA DEPARTMENT OF COMMERCE		**HIGHLANDS COUNTY**	
By	_____	**By**	_____
	Signature		Signature
	J. Alex Kelly		**Arlene Tuck**
Title	**Secretary**	**Title**	**Chairman**
Date	_____	**Date**	_____

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL
FLORIDA DEPARTMENT OF COMMERCE

By: _____

Approved Date: _____

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Attachment 1
SCOPE OF WORK

1. **GRANT AUTHORITY.** This Community Planning Technical Assistance grant is provided pursuant to Section (s.) 163.3168, Florida Statutes (F.S.), and Specific Appropriation 2345, Chapter 2024-231 Laws of Florida, to provide direct and/or indirect technical assistance to help Florida communities find creative solutions to fostering vibrant, healthy communities, while protecting the functions of important State resources and facilities.

2. **PROJECT DESCRIPTION:** The Highlands County Board of County Commissioners ("Grantee") shall prepare a Five-Year Strategic Plan ("Strategic Plan") for the Highlands County Office of Economic Development ("HCED") and conduct public workshops, standalone or as part of the Highlands County Economic Development Commission meeting agendas, to solicit input for the grant project.

3. **GRANTEE'S RESPONSIBILITIES:** Grantee shall timely perform the Deliverables and Tasks described in this section and in Section 5 below, and in doing so, Grantee shall comply with all the terms and conditions of this Agreement. **All deliverables and tasks under this Agreement must be completed on or before the end of the agreement period in Section A. of this Agreement, unless extended by an amendment to this Agreement signed by both parties.**

   A. Deliverable 1. *Strategic Plan Engagement Guide; Public Workshop; Subcontract or Notice;*

   Grantee shall:

   1. Prepare a draft Strategic Plan Engagement Guide that describes how the HCED will interact with the business community, individuals, governmental entities, and any other organizations/entities to implement the Strategic Plan.

   2. Conduct a publicly noticed public workshop in Highlands County to: (1) present an overview of the purpose of the grant project; and (2) present and seek public input regarding the draft Strategic Plan Engagement Guide (developed under Section 3.A.1 of this Scope of Work). Grantee shall prepare a public notice, agenda, and any Grantee presentation materials for the Public Workshop. Grantee shall prepare a written narrative summary of the public input received at the Public Workshop.

   3. Prepare a final Strategic Plan Engagement Guide that describes how the HCED will interact with the business community, individuals, governmental entities, and any other organizations/entities to implement the Strategic Plan. The final Strategic Plan Engagement Guide shall be based upon the following: (1) the draft Strategic Plan Engagement Guide and the results of the Public Workshop (conducted under Section 3.A.2 of this Scope of Work); and (2) any other information deemed appropriate by the Grantee.

   4. If Grantee enters into a subcontract or an amendment to an existing subcontract for work to be performed under this Agreement, provide a copy of the subcontract or amendment to Commerce or notify Commerce in writing by email or other document that Grantee has not

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entered into such a subcontract or amendment as of the Deliverable Due Date for this Deliverable 1.

B. Deliverable 2. *Strategic Plan Assessment Report; Public Workshop; Subcontract or Notice;*

Grantee shall:

1. Prepare a draft Strategic Plan Assessment Report that includes the following information for Highlands County: (1) an economic assessment of Highlands County; (2) an analysis of Strengths, Weaknesses, Opportunities and Threats (SWOT); (3) a real estate analysis of Highlands County; (4) an assessment of HCED operations and programs; and (5) recommendations to enhance HCED's performance/success.

   The economic assessment of Highlands County shall include the following information from professionally accepted sources: (1) population by total, age and gender; (2) median household income; (3) education level; (4) unemployment rate; (5) business by type and number of employees; and (6) and any other information deemed appropriate by the Grantee.

   The real estate analysis of Highlands County shall include the following information from professionally accepted sources: (1) business (amount of commercial floor space; cost to lease/rent commercial floor space; vacancy rate of commercial floor space); (2) residential dwelling units (amount of single family and multifamily; amount occupied, owner occupied and renter occupied; vacancy rate; median dwelling unit value; and cost to rent); (3) land use (amount of developed land by general type of land use; and amount of vacant undeveloped land); and (4) any other information deemed appropriate by the Grantee.

2. Conduct a publicly noticed Public Workshop in Highlands County to: (1) present an overview of the purpose of the grant project; and (2) present and seek public input regarding the draft Strategic Plan Assessment Report (developed under Section 3.B.1 of this Scope of Work). Grantee shall prepare a public notice, agenda and any Grantee presentation materials for the Public Workshop. Grantee shall prepare a written narrative summary of the public input received at the Public Workshop.

3. Prepare a final Strategic Plan Assessment Report that includes the following information for Highlands County: (1) an economic assessment of Highlands County; (2) an analysis of Strengths, Weaknesses, Opportunities and Threats (SWOT); (3) a real estate analysis of Highlands County; (4) an assessment of HCED operations and programs; and (5) recommendations to enhance HCED's performance/success. The final Strategic Plan Assessment Report shall be based upon the following: (1) the draft Strategic Plan Assessment Report (results of Section 3.B.1 of this Scope of Work); (2) results of the Public Workshop (conducted under Section 3.B.2 of this Scope of Work); and (3) any other information deemed appropriate by the Grantee.

4. If Grantee enters into a subcontract or an amendment to an existing subcontract for work to be performed under this Agreement, provide a copy of the subcontract or amendment to Commerce or notify Commerce in writing by email or other document that Grantee has not

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entered into such a subcontract or amendment as of the Deliverable Due Date for this Deliverable 2.

C. Deliverable 3. *Economic Development Incentive Structure Report; Economic Development Strategic Plan; Public Workshop; Subcontract or Notice;*

Grantee shall:

1. Prepare a draft Economic Development Incentive Structure Report that includes the following information related to economic development in Highlands County: (1) land development permitting incentives; (2) tax abatements; (3) discretionary programs; and (4) any other economic development incentives deemed appropriate by the Grantee.

2. Prepare a draft Economic Development Strategic Plan that includes the following information for HCED: (1) 5-Year Strategic Plan goals, objectives, tactics, timeframes, budgets with short/mid/long term targets; (2) recommended methods for tracking results and measuring success of HCED; (3) an Appendix that includes the Economic Development Incentive Structure Report (results of Section 3.C.1 of this Scope of Work) and the Strategic Plan Engagement Guide (results of Section 3.A.3 of this Scope of Work); and (4) any other information deemed appropriate by the Grantee.

3. Conduct a publicly noticed Public Workshop in Highlands County to: (1) present an overview of the purpose of the grant project; and (2) present and seek public input regarding the Economic Development Strategic Plan (developed under Section 3.C.2 of this Scope of Work). Grantee shall prepare a public notice, agenda and any Grantee presentation materials for the Public Workshop. Grantee shall prepare a written narrative summary of the public input received at the Public Workshop.

4. Prepare a final Economic Development Strategic Plan that includes the following information for HCED: (1) 5-Year Strategic Plan goals, objectives, tactics, timeframes, budgets with short/mid/long term targets; (2) recommended methods for tracking results and measuring success of HCED; (3) an Appendix that includes the Economic Development Incentive Structure Report and the Strategic Plan Engagement Guide; and (4) any other information deemed appropriate by the Grantee. The final Economic Development Strategic Plan shall be based upon the following: (1) the draft Economic Development Strategic Plan (results of Section 3.C.2 of this Scope of Work); (2) results of the Public Workshop (conducted under Section 3.C.3 of this Scope of Work); (3) appropriate revisions to the draft Economic Development Strategic Plan; and (4) any other information deemed appropriate by the Grantee.

5. If Grantee enters into a subcontract or an amendment to an existing subcontract for work to be performed under this Agreement, provide a copy of the subcontract or amendment to Commerce or notify Commerce in writing by email or other document that Grantee has not entered into such a subcontract or amendment as of the Deliverable Due Date for this Deliverable 3.

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4. **COMMERCE RESPONSIBILITIES:** Commerce shall receive and review the Deliverables and, upon Commerce's acceptance of the Deliverables and receipt of Grantee's pertinent invoices in compliance with the invoice procedures of Section K of this Agreement and of Section 10 of this Scope of Work, Commerce shall process payment to Grantee in accordance with the terms and conditions of this Agreement.

5. **DELIVERABLES:** The specific deliverables, tasks, minimum levels of service, due dates, and payment amounts are set forth in the following table:

Deliverables and Tasks	**Minimum Level of Service**	**Payment Amount Not to Exceed**	**Financial Consequences**
Deliverable 1. *Strategic Plan Engagement Guide; Public Workshop; Subcontract or Notice;* Grantee shall (1) prepare a draft Strategic Plan Engagement Guide; (2) conduct Public Workshop and prepare workshop public notice, agenda, any Grantee presentation material, and written narrative summary of public input received at Public Workshop; (3) prepare a final Strategic Plan Engagement Guide; and (4) provide a copy of a subcontract, amendment to a subcontract, or notice, in accordance with Section 3.A. of this Scope of Work. Deliverable due date: **January 13, 2025**	Completion of Deliverable 1 as evidenced by submission of all of the following: 1. Draft Strategic Plan Engagement Guide. 2. Copy of Public Workshop, copy of public notice, agenda, any Grantee presentation material, and written narrative summary of input received at the Public Workshop. 3. Final Strategic Plan Engagement Guide. 4. Copy of a subcontract or amendment to a subcontract entered into by the Grantee, if any, or an email or other document notifying Commerce that no such subcontract or amendment was entered into as of the Deliverable Due Date for this Deliverable 1. Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format. If maps are required, they shall be uploaded to SERA system or provided on a compact disc in PDF format with ArcGIS 10.3.1 compatible shapefiles if they are available.	$15,000.00	As provided in Section 12 of this Scope of Work, below.

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Deliverable 2. *Strategic Plan Assessment Report; Public Workshop; Subcontract or Notice;* Grantee shall (1) prepare a draft Strategic Plan Assessment Report; (2) conduct Public Workshop and prepare workshop public notice, agenda, any Grantee presentation material, and written narrative summary of public input received at Public Workshop; (3) prepare a final Strategic Plan Assessment Report; and (4) provide a copy of a subcontract, amendment to a subcontract, or notice, in accordance with Section 3.B. of this Scope of Work. Deliverable due date: **February 14, 2025**	Completion of Deliverable 2 as evidenced by submission of all of the following: 1. Draft Strategic Plan Assessment Report. 2. Copy of Public Workshop public notice, agenda, any Grantee presentation material, and written narrative summary of input received at the Public Workshop. 3. Final Strategic Plan Assessment Report. 4. Copy of a subcontract or amendment to a subcontract entered into by the Grantee, if any, or an email or other document notifying Commerce that no such subcontract or amendment was entered into as of the Deliverable Due Date for this Deliverable 2. Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format. If maps are required, they shall be uploaded to SERA system or provided on a compact disc in PDF format with ArcGIS compatible shapefiles if they are available.	$30,000.00	As provided in Section 12 of this Scope of Work, below.
Deliverable 3. *Economic Development Incentive Structure Report; Economic Development Strategic Plan; Public*	Completion of Deliverable 3 as evidenced by submission of all of the following:	$30,000.00	As provided in Section 12 of this Scope of Work, below.

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Workshop; Subcontract or Notice; Grantee shall (1) prepare a draft Economic Development Incentive Structure Report; (2) prepare a draft Economic Development Strategic Plan; (3) conduct a Public Workshop and prepare workshop public notice, agenda, any Grantee presentation material, and written narrative summary of public input received at Public Workshop; (4) prepare final Economic Development Strategic Plan; and (5) provide a copy of a subcontract, amendment to a subcontract, or notice, in accordance with Section 3.C. of this Scope of Work. Deliverable due date: **March 31, 2025**	1. Draft Economic Development Incentive Structure Report. 2. Draft Economic Development Strategic Plan. 3. Copy of Public Workshop public notice, agenda, any Grantee presentation material, and written narrative summary of input received at the Public Workshop. 4. Final Economic Development Strategic Plan. 5. Copy of a subcontract or amendment to a subcontract entered into by the Grantee, if any, or an email or other document notifying Commerce that no such subcontract or amendment was entered into as of the Deliverable Due Date for this Deliverable 3. Grantee shall submit copies of all required documentation identified above on paper or electronically in MS Word or PDF format. If maps are required, they shall be uploaded to SERA system or provided on a compact disc in PDF format with ArcGIS compatible shapefiles if they are available.		
		Total Amount Not to Exceed $75,000	

6. **SUBCONTRACTS.** In accordance with **Section Y., Assignments and Subcontracts,** of this Agreement and subject to the terms and conditions in sections Y.1. through 7 of this Agreement, this paragraph constitutes Commerce's written approval for Grantee to subcontract for any of the deliverables and/or tasks identified in the Scope of Work for this Agreement. A copy of any executed subcontract(s) or amendment to any existing subcontract(s) shall be provided to Commerce's Agreement Manager when submitting reimbursement request documents for payment. Grantee shall be solely liable for all work performed and all expenses incurred as a result of any such subcontract. Any subcontracts between the Grantee and a subcontractor for work performed under this Agreement shall identify the hourly rate of pay to be charged by the subcontractor and shall require all invoices from the subcontractor to the Grantee to identify the hourly rate of pay, actual hours

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worked on the grant project, and any expenses incurred by the subcontractor in performing such work.

7. **DELIVERABLE DUE DATE.** The "deliverable due date" is the date the deliverable must be received by Commerce by 11:59 p.m. on that date. For extensions of deliverable due dates, see Section 15 of this Scope of Work.

8. **BUSINESS DAY; COMPUTATION OF TIME.** For the purpose of this Agreement, a "business day" is any day that is not a Saturday, Sunday, or a state or federal legal holiday. In computing any time period provided in this Agreement, the date from which the time period runs is not counted. The last day of the time period ends at 11:59 p.m. on that day.

9. **COST SHIFTING.** The deliverable amounts specified within the Deliverables section above are established based on the Parties' estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict Commerce's ability to approve and reimburse allowable costs, incurred by Grantee in providing the deliverables herein. Prior written approval from Commerce's Agreement Manager is required for changes to the above Deliverable amounts that do not exceed **ten (10) percent** of each deliverable total funding amount. Changes that exceed **ten (10) percent** of each deliverable total funding amount will require a formal written amendment, as described in **Section D., Renegotiation or Modification**, of this Agreement. Regardless, in no event shall Commerce reimburse costs of more than the total amount of this Agreement.

10. **INVOICE SUBMITTAL AND PAYMENT.**

A. Commerce agrees to reimburse the Grantee for costs under this Agreement in accordance with **Section K, Invoices and Payments**, of this Agreement in the amount(s) identified per deliverable in Section 5 of this Scope of Work, above. The deliverable amount specified does not establish the value of the deliverable. Pursuant to s. 215.971(1), F.S., Grantee will be reimbursed for allowable costs incurred during the Agreement Period by Grantee in carrying out the Project.

B. Subject to the terms and conditions of this Agreement, an itemized invoice and all documentation necessary to support the payment request for each deliverable shall be submitted into Commerce's Subrecipient Enterprise Resource Application (SERA). SERA Access Authorization Form will be provided after the execution of this Agreement. Invoices are not required to be submitted through the Ariba Supplier Network described in Section K.2. of this Agreement. **Invoices shall be submitted in the format shown on Attachments 1-A, 1-B, and 1-C hereto, electronic copies of which shall be provided by** Commerce **to the Grantee. Grantee shall use Attachment 1-A if work for the deliverable is completed entirely by a subcontractor, Attachment 1-B if work for the deliverable is completed entirely by Grantee's employee(s), and Attachment 1-C if work for the deliverable is completed both by a subcontractor and by Grantee's employee(s).**

C. Grantee shall provide one (1) itemized invoice for each deliverable submitted during the applicable period of time. The invoice shall include, at a minimum, the following:

1. Grantee's name and address;
2. Grantee's federal employer identification number;

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3. the Agreement number;
4. the Grantee's invoice number;
5. an invoice date;
6. the dates of service;
7. the deliverable number;
8. a description of the deliverable;
9. a statement that the deliverable has been completed; and
10. the amount being requested.

D. Grantee shall submit a **final invoice** no later than ***60*** days after this Agreement ends or is terminated as provided in Section K.5. of this Agreement.

E. **Documentation that must accompany each itemized invoice:** The following documents shall be submitted with the itemized invoice:

1. **For Work Performed by a Subcontractor:**
    a. A cover letter signed by the Grantee's Agreement Manager certifying that the payments claimed for the deliverables were specifically for the project, as described in this Scope of Work;
    b. Copies of paid invoices submitted to Grantee by the Subcontractor that show the hourly rate of pay charged for the work performed, the actual hours expended on the work performed, and any expenses incurred by the subcontractor in performing said work; and
    c. Proof of payment of invoices submitted to Grantee by the Subcontractor for work performed pursuant to this Agreement (e.g., cancelled checks, bank statement showing deduction).

2. **For Work Performed by Grantee's Employees:**
    a. A cover letter signed by the Grantee's Agreement Manager certifying that the payments claimed for the deliverables were specifically for the project, as described in this Scope of Work.
    b. Identification of Grantee's employees who performed work under this Agreement and, for each such employee:
        i. The percentage of the employee's time devoted to work under this Agreement or the number of total hours each employee devoted to work under this Agreement.
        ii. Payroll register or similar documentation that shows the employee's gross salary, fringe benefits, other deductions, and net pay. If the employee is paid hourly, a document reflecting the hours worked times the rate of pay is acceptable.
    c. Invoices or receipts for other direct costs.
    d. Usage log for in-house charges (e.g., postage, copies, etc.) that shows the number of units times the rate charged. The rate must be reasonable.

F. Payment shall be provided to Grantee in accordance with **Section K., Invoices and Payments**, of this Agreement.

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G. If the Grantee is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Grantee may elect in writing to exercise this provision.

1. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or

2. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1), F.S. If the Grantee meets the criteria set forth in this paragraph, then the Grantee is deemed to have demonstrated a financial hardship.

11. SUBMITTAL, REVIEW AND ACCEPTANCE OF DELIVERABLES; NOTICE; OPPORTUNITY TO CURE. Grantee shall submit all deliverables to the Commerce CPTA Deliverables email at CPTADeliverables@commerce.fl.gov and Commerce's Agreement Manager or upload the deliverable documents into Commerce's SERA system for review. Commerce will review all work submitted for payment under the deliverables and will determine in Commerce's sole and absolute discretion whether the deliverables are sufficient to satisfy the requirements in this Scope of Work. Within 15 business days after receipt of a deliverable, Commerce shall provide written notice to Grantee by electronic mail of Commerce's determination that the deliverable is sufficient and is accepted or that the deliverable is not sufficient to satisfy the requirements in the Scope of Work and how the Grantee can address the insufficiency. If Commerce determines that a deliverable is not sufficient under this Agreement, Grantee shall have 10 business days from the date of receipt of notice from Commerce to correct the insufficiency, and during this 10-business day period, the financial consequences specified in Section 12 of this Scope of Work will not be assessed. Commerce may extend this timeframe in writing (which may be by electronic mail) if Grantee is actively working with Commerce to resolve the insufficiency; provided, however, that any extension of time under this section will not extend the Agreement Period in Section A. of this Agreement and provided further that, notwithstanding the timeframes in this section, all deliverables and tasks must be completed on or before the end of the Agreement Period in Section A of this Agreement. An extension of time under this section does not require an amendment to this Agreement. Payment for a deliverable shall not be due until Commerce notifies the Grantee's Agreement Manager in writing that the deliverable or corrected deliverable is sufficient under the Scope of Work and is accepted by Commerce.

12. FINANCIAL CONSEQUENCES.

A. Financial consequences of $50 a business day up to a maximum amount of $500 shall be imposed in each of the following circumstances:

1. Grantee submits a deliverable to Commerce more than ten (10) business days after the deliverable due date. Financial consequences begin to accrue on the eleventh business day following the deliverable due date and continue until the deliverable is received by Commerce or the maximum amount of financial consequence accrues, whichever occurs first.

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2. Grantee is given a notice of insufficiency and fails to submit to Commerce a corrected deliverable within the timeframe provided in Section 11 of this Scope of Work. Financial consequences begin to accrue on the business day following the deadline under Section 11 of this Scope of Work and continue until the corrected deliverable is received by Commerce or the maximum financial consequence accrues, whichever occurs first.

B. Imposition of the above-described financial consequences shall in no manner affect Commerce's right to impose or implement other provisions in this Agreement including the right to terminate this Agreement.

13. PRELIMINARY DRAFT DELIVERABLES; COMMERCE REVIEW AND COMMENT. Preliminary draft deliverables of proposed or adopted comprehensive plan amendments are required to be provided to Commerce for comment prior to the deliverable due date as provided in Section 3. of this Scope of Work. Unless other preliminary draft deliverables are required to be submitted to Commerce under Section 3 of this Scope of Work, above, Grantee is encouraged, but not required, to submit preliminary drafts of all substantive written deliverables (e.g., master plans, studies, reports) to Commerce for review and comment no later than ten (10) business days before the deliverable due date. If Commerce provides comments, Grantee is urged to address them in the deliverable submitted to Commerce for payment. If submission of a preliminary draft deliverable for Commerce review and comment is required under Section 3 or Section 5 of this Scope of Work, above, Commerce shall provide comments to the Grantee no later than four business days before the deliverable due date and the deliverable must address Commerce's comments.

14. LIMITED COMPLIANCE REVIEW; NO DUPLICATION OF WRITTEN MATERIAL. Proposed comprehensive plan amendments that are deliverables under the Scope of Work must be "in compliance" as defined in s. 163.3184(1)(b), F.S., and will be evaluated for compliance as part of Commerce's review and determination of whether the deliverable is sufficient to satisfy the requirements in the Scope of Work. Commerce's compliance determination will be a limited determination without input from the reviewing agencies identified in s. 163.3184(1)(c), F.S. A limited compliance determination for the purpose of this Agreement is not binding on Commerce in a subsequent review under section 163.3184, F.S. Further, a limited compliance determination under this Agreement does not preclude review and comment by reviewing agencies and does not preclude a challenge to the adopted plan amendment by Commerce based on comments by Commerce or other reviewing agencies. Documents submitted to Commerce for payment under this Agreement may not copy or duplicate reports or other written material prepared prior to the Agreement Period in **Section A., Agreement Period**, of this Agreement or prepared by or on behalf of someone other than the Grantee for a purpose other than the specific grant project identified in this Scope of Work. At the option of the Grantee, copies of such relevant documents may be appended to documents submitted to Commerce for payment.

15. EXTENSIONS OF TIME OF DELIVERABLE DUE DATES. Notwithstanding **Section D., Renegotiation or Modification**, of this Agreement, Commerce's Agreement Manager, in Commerce's sole discretion, may authorize extensions of deliverable due dates without a written modification of this Agreement. Extensions shall be requested by Grantee's Agreement Manager (not Grantee's consultant or subcontractor) in accordance with the following:

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A. Requests for extension of one or more deliverable due dates shall be submitted by Grantee's Agreement Manager in writing (which may be by electronic mail) to Commerce's Agreement Manager **no later than one (1) business day before the deliverable due date** (or the earliest of multiple due dates for which the extension is requested);

B. A request for an extension of time received by Commerce's Agreement Manager on or after the deliverable due date to which the extension applies will not be granted;

C. If requested by Commerce's Agreement Manager, Grantee's Agreement Manager must explain the reason for the requested extension; and

D. Commerce's Agreement Manager shall approve or deny a request for extension of a deliverable due date by electronic mail to Grantee's Agreement Manager within two (2) business days after receipt of the request. Only written approvals of extensions shall be effective.

This authority and procedure do not apply to an extension of the Agreement Period defined in **Section A., Agreement Period**, of this Agreement.

16. **ADVERTISING AND INFORMATION RELEASE.** Notwithstanding **Section J., Advertising and Sponsorship Disclosure**, and **Section F., Records and Information Release**, of this Agreement, Grantee is authorized to disclose to the public on its website or by other means that it has been awarded a Community Planning Technical Assistance Grant from Commerce for the work described in this Scope of Work.

17. **NOTIFICATION OF INSTANCES OF FRAUD.** Instances of Grantee's operational fraud or criminal activities shall be reported to Commerce's Agreement Manager in writing within twenty-four (24) chronological hours.

18. **GRANTEE'S RESPONSIBILITIES UPON TERMINATION.** If Commerce issues a Notice of Termination to Grantee, except as otherwise specified by Commerce in that notice, the Grantee shall:

A. Stop work under this Agreement on the date and to the extent specified in the notice;

B. Complete performance of such part of the work as shall not have been terminated by Commerce;

C. Take such action as may be necessary, or as Commerce may specify, to protect and preserve any property which is in the possession of Grantee and in which Commerce has or may acquire an interest; and

D. Upon the effective date of termination of this Agreement, Grantee shall transfer, assign, and make available to the Commerce all property and materials belonging to Commerce. No extra compensation will be paid to Grantee for its services in connection with such transfer or assignment.

19. **CONFLICTS BETWEEN SCOPE OF WORK AND REMAINDER OF AGREEMENT.** In the event of a conflict between the provisions of this Scope of Work and other provisions of this Agreement, the provisions of this Scope of Work shall govern.

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Attachment 1-A – Invoice: Grantee's Subcontractor(s) (Contractual Services)

INVOICE

GRANTEE'S NAME: _____ **INVOICE NO.: _____**
FEIN: _____ **INVOICE DATE: _____**

Agreement No.: _____

TO:
Florida Department of Commerce
Division of Community Development
Attn.: Paige Lay
107 East Madison Street
Caldwell Building, MSC 160
Tallahassee, FL 32399

FOR:
[Grantee name]
[Grantee address]
[Grantee phone number]

DESCRIPTION	AMOUNT
Dates of Service: _____ **Deliverable _____ Completed:** [copy description of the deliverable from Scope of Work, Section 3] <u>Category expenditures:</u> Contractual Services	$__
TOTAL	**$___**

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Attachment 1-B – Invoice: Grantee's Employee(s)

INVOICE

GRANTEE'S NAME: _____ **INVOICE NO.: _____**
FEIN: _____ **INVOICE DATE: _____**

Agreement No.: _____

TO:
Florida Department of Commerce
Division of Community Development
Attn.: Paige Lay
107 East Madison Street
Caldwell Building, MSC 160
Tallahassee, FL 32399

FOR:
[Grantee name]
[Grantee address]
[Grantee phone number]

DESCRIPTION	AMOUNT
Dates of Service: _____ **Deliverable _____ Completed:** [copy description of the deliverable from Scope of Work, Section 3] <u>Category expenditures:</u> Salaries Fringe Benefits Travel Postage [other direct costs: identify them]	 $__ $__ $__ $__ $__
TOTAL	**$___**

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Attachment 1-C – Invoice: Combination of Grantee's Subcontractor(s) and Grantee's Employee(s)

INVOICE

GRANTEE'S NAME: _____ **INVOICE NO.: _____**
FEIN: _____ **INVOICE DATE: _____**

Agreement No.: _____

TO:
Florida Department of Commerce
Division of Community Development
Attn.: Paige Lay
107 East Madison Street
Caldwell Building, MSC 160
Tallahassee, FL 32399

FOR:
[Grantee name]
[Grantee address]
[Grantee phone number]

DESCRIPTION	AMOUNT
Dates of Service: _____ **Deliverable _____ Completed:** [copy description of the deliverable from Scope of Work, Section 3] <u>Category expenditures:</u> Contractual Services Salaries Fringe Benefits Travel Postage [other direct costs: identify them]	 $__ $__ $__ $__ $__ $__
TOTAL	**$___**

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Attachment 1-D – Grant Agreement Final Closeout Form

Ron DeSantis
GOVERNOR

GRANT AGREEMENT FINAL CLOSEOUT FORM

J. Alex Kelly
SECRETARY

FLAIR Contract ID:	_____		
Recipient Name:	_____	**Contract Amount**	_____
Vendor ID:	_____	**Deobligated Funds**	_____
Contract End Date:	_____	**Final Contract Amount**	_____

Section A: Financial Reconciliation

1. Total Recipient Funds Received from Commerce	_____
2. Total Recipient Expenditures	_____
3. Balance of Unexpended Program Income (from Section B)	_____
4. If negative, this amount must be refunded to the Department. If positive, this amount is to be remitted to the Recipient.	_____

Section B: Statement of Recipient Income

- There was no recipient income earned under this contract.
- The following recipient income was earned under this contract.

Description of Recipient Income

Source	Amount	Expended	Balance
Total Program Income	**$0.00**	**$0.00**	**$0.00**

Section C: Property Inventory Certification

- No tangible property was purchased in the contract period.
- All non-expendable and non-consumable tangible property having a useful life of more than one year and acquired at a cost of $1,000 or more per unit with grant funds are listed below. I do hereby certify that the property inventory described below is complete and correct. Notification will be sent immediately to the Department of Commerce if any changes occur to this inventory. I will not destroy, sell, or otherwise dispose of this property without written permission of the Department.

Description of Property Inventory

Description and Serial Number	Quantity	Acquisitions		Condition	Location
		Cost	Date		

Section D: Recipient Certification

By signing below, I certify, that the above representations for Financial Reconciliation, Recipient Income, and Property Inventory are true and accurate.

Name: _____	**Signature:** _____
Title: _____	**Date Signed:** _____

Section E: COMMERCE Internal Review and Approval

By signing below, I certify, that the above representations for Financial Reconciliation, Recipient Income, and Property Inventory are true and accurate.

Name: _____	**Signature:** _____

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Attachment 1-E – Subrecipient Enterprise Resource Application (SERA) Form

Attachment 1-E will be provided after execution of this Agreement

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Attachment 2
AUDIT REQUIREMENTS

The administration of resources awarded by Commerce to the recipient (herein otherwise referred to as "Grantee") may be subject to audits and/or monitoring by Commerce as described in this Attachment 2.

MONITORING. In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Commerce staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by Commerce. In the event the Commerce determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Commerce staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS.

PART I: FEDERALLY FUNDED. This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends $750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through Commerce by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from Commerce. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

PART II: STATE FUNDED. This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with s. 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through Commerce by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state

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financial assistance received from Commerce, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of s. 215.97, F.S., is not required. If the recipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of s. 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

PART III: OTHER AUDIT REQUIREMENTS.

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

INSERT ADDITIONAL AUDIT REQUIREMENTS, IF APPLICABLE, OTHERWISE TYPE "N/A": N/A

PART IV: REPORT SUBMISSION.

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the recipient directly to each of the following:

a. Commerce at each of the following addresses:

Electronic copies (preferred):
Audit@commerce.fl.gov

or

Paper (hard copy):
Florida Department of Commerce
MSC # 75, Caldwell Building
107 East Madison Street
Tallahassee, FL 32399-4126

Docusign Envelope ID: 59A5CA60-5099-4085-BA3D-205FB32B63C3

b. The Auditor General's Office at the following address: Auditor General

Local Government Audits/342 Claude Pepper Building, Room 401 111 West Madison Street Tallahassee, Florida 32399-1450

The Auditor General's website (https://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the recipient directly to:

Electronic copies (preferred):	or	Paper (hard copy):
Audit@commerce.fl.gov		Florida Department of Commerce MSC # 75, Caldwell Building 107 East Madison Street Tallahassee, FL. 32399-4126

4. Any reports, management letters, or other information required to be submitted Commerce pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to Commerce for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION. The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow Commerce, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to Commerce, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by Commerce. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

Docusign Envelope ID: 59A5CA60-5099-4085-BA3D-205FB32B63C3

EXHIBIT 1 to Attachment 2

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

N/A

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

N/A

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

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

N/A

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project: **FLORIDA DEPARTMENT OF COMMERCE – CSFA 40.024 – GROWTH MANAGEMENT IMPLEMENTATION** - **$ 75,000.00**

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

- ACTIVITIES ARE LIMITED TO THOSE IN THE SCOPE OF WORK.

NOTE: Title 2 C.F.R. § 200.331, as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

Docusign Envelope ID: 59A5CA60-5099-4085-BA3D-205FB32B63C3

ATTACHMENT 3
Audit Compliance Certification

Grantee Name: _____

FEIN: _____ Grantee's Fiscal Year: _____

Contact Person Name and Phone Number: _____

Contact Person Email Address: _____

1. Did Grantee expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and the Florida Department of Commerce (Commerce)? ____Yes _____ No

   If the above answer is yes, also answer the following before proceeding to item 2:

   Did Grantee expend $750,000 or more of state financial assistance (from Commerce and all other sources of state financial assistance combined) during its fiscal year? _____ Yes _____ No

   If yes, Grantee certifies that it will timely comply with all applicable state single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did Grantee expend federal awards, during its fiscal year that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and Commerce? ____Yes _____ No

   If the above answer is yes, also answer the following before proceeding to execution of this certification:

   Did Grantee expend $750,000 or more in federal awards (from Commerce and all other sources of federal awards combined) during its fiscal year? _____ Yes _____ No

   If yes, Grantee certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 C.F.R. part 200, subpart F, as revised.

By signing below, I certify, on behalf of Grantee, that the above representations for items 1 and 2 are true and correct.

_____ _____
Signature of Authorized Representative Date

_____ _____
Printed Name of Authorized Representative Title of Authorized Representative

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **January 7, 2025**

PRESENTER:

SUBJECT/TITLE: **Request approval of the minutes from the September 25, 2024 Emergency Meeting, September 30, 2024 Special Public Hearing, October 1, 2024 Regular Meeting, October 7, 2024 Emergency Meeting, October 15, 2024 Regular Meeting, November 7, 2024 Regular Meeting, November 19, 2024 Regular Meeting, November 26, 2024 Special Meeting, and December 3, 2024 Regular Meeting.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

Move approval of the minutes from the September 25, 2024 Emergency Meeting, September 30, 2024 Special Public Hearing, October 1, 2024 Regular Meeting, October 7, 2024 Emergency Meeting, October 15, 2024 Regular Meeting, November 7, 2024 Regular Meeting, November 19, 2024 Regular Meeting, November 26, 2024 Special Meeting, and December 3, 2024 Regular Meeting.

FISCAL IMPACT

Attachments: 092524EMERGENCY.pdf
Attachments: 093024SPECIALPublicHearing.pdf
Attachments: 100124REG.pdf
Attachments: 100724EMERGENCY.pdf
Attachments: 101524REG.pdf
Attachments: 110724REG.pdf
Attachments: 111924REG.pdf
Attachments: 112624REG.pdf
Attachments: 120324REG.pdf

EMERGENCY MEETING OF THE BOARD, SEPTEMBER 25, 2024

1. The meeting was called to order at 2:00 p.m. in the Highlands County Board of County Commission Chambers at 600 S. Commerce Ave., Sebring, Florida, with the following members present:

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

Commissioner Elwell was absent from the meeting.

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

This meeting was properly noticed and posted on the official bulletin board. A copy of the advertisement was submitted to the Clerk to become part of the permanent record. ***See SMB 155 Page 108.***

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

3. PLEDGE OF ALLEGIANCE
The Pledge of Allegiance was led by the Honorable Karen Healy, Supervisor of Elections.

4. ANNOUNCEMENTS

A. Request approval of Resolution 23-24-211, declaring a state of local emergency for Tropical Storm Helene.

Corey Amundsen, Emergency Management Manager, provided an update and overview of Tropical Storm Helene, which transformed into a level two hurricane, and advised that sandbag locations have been set up.

Bob Diefendorf, Solid Waste Director, clarified that all garbage pickup operations at this time will be stopped and resumed on Friday, September 27th, 2024.

Commissioner Campbell advised the Public to watch the Highlands County Board of County Commissioners, or the Highlands County Sheriff's Office File for the most accurate information.

Brenda Gray, Executive Director with the Heartland Coalition for the Homeless, inquired about the opening of shelters. Mr. Amundsen clarified that as the storm gets closer and more information is gathered, shelters will be opened, if needed.

Katie Houlihan read the caption of the proposed Resolution into the record.

Commissioner Campbell made a motion to approve Resolution 23-24-211, declaring a state of local emergency for Hurricane Helene. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 155 Page 109 and Res. Book 37 Page 1.***

B. Request approval to consider options for closing County offices relating to the State of Emergency for Tropical Storm Helene.

Laurie Hurner, County Administrator, questioned the pleasure of the Board in regards to office closures.

Commissioner Campbell stated he is content with allowing the decision to be made by Ms. Hurner and Chairman Roberts on behalf of the Commission as Hurricane Helene approaches. The Commission concurred. ***See SMB 155 Page 110.***

5. ADJOURN

Commissioner Kirouac moved to adjourn the meeting.

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

The meeting was adjourned at 2:23 p.m.

SPECIAL PUBLIC HEARING OF THE BOARD, SEPTEMBER 30, 2024

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

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

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

This public hearing was properly advertised, and a proof of publication was submitted to the Clerk to become part of the permanent record. ***See Proof of Publication file.***

2. INVOCATION
The meeting opened with a prayer led by Kevin Roberts, Chairman.

3. PLEDGE OF ALLEGIANCE
The Pledge of Allegiance was led by Commissioner Campbell.

4. PUBLIC HEARING

A. Consider the adoption of Ordinance Number: 23-24-38, Amending the Highlands County Code of Ordinances, Chapter 9, Streets, Highways and Public Improvements, Article I, In General.

Sherry Sutphen, County Attorney, presented the request to accept Ordinance Number 23-24-38. Proof of publication was submitted to the Clerk to become part of the permanent record.

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

Commissioner Elwell moved to approve Ordinance Number 23-24-38, amending the Highlands County Code of Ordinances, Chapter 9, Streets, Highways and Public Improvements, Article I, in general. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 155 Page 111 and Ordinance Book 20.***

5. ACTION AGENDA

A. ~~Request approval of the Interlocal Agreement between Highlands County and the Highlands County Clerk of Court and Comptroller associated with the Software Agreement between Highlands County and CentralSquare Technologies, LLC.~~

This item has been moved to a future meeting. ***See SMB 155 Page 112.***

PUBLIC COMMENT
Ray Royce, with the Heartland Ag Commission, requested the Commission take a closer look at the upcoming agenda items 8B and 9B of the October 1st, 2024 Regular Meeting of the Board.

6. ADJOURN

Commissioner Tuck moved to adjourn the Special Public Hearing of the Board.

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

The meeting adjourned at 9:21 a.m.

REGULAR MEETING OF THE BOARD, OCTOBER 1, 2024

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

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

Also, present: Laurie Hurner, County Administrator; Sherry Sutphen, County Attorney; David Ontermaa, Director of Court Services for the Clerk of Courts; and Savannah Demeri, Deputy Clerk.

2. INVOCATION:
The meeting opened with a prayer led by Pastor Chantel Parris, with the Bountiful Blessings Church of God in Sebring.

3. PLEDGE OF ALLEGIANCE:
The Pledge of Allegiance was led by Michelle Masters, Assistant Veteran Services Officer.

4. ANNOUNCEMENTS:
The Children's Advocacy Center Advisory Board will hold a General Body Meeting on Tuesday, October 1, 2024, at 1:00 p.m., in the Engineering Training Room, 501 S. Commerce Ave., Sebring, FL.

The Construction Licensing, Enforcement and Appeals Board will hold a regular meeting on October 1, 2024, at 7:00 p.m., in the Boardroom, 600 S. Commerce Ave., Sebring, FL.

A Code Enforcement Special Magistrate Hearing will be held at 1:30 p.m., on Wednesday, October 2, 2024, in the Boardroom, 600 S. Commerce Ave., Sebring, FL.

The Affordable Housing Advisory Committee will hold a regular meeting on Wednesday, October 2, 2024, at 3:30 p.m., in the Engineering Conference Room, at 505 S. Commerce Ave., Sebring, FL.

The Veteran's Advisory Board will hold a regular meeting on Thursday, October 3, 2024, at 3:30 p.m., in the Veteran Services Office, 7209 S. George Blvd, Sebring, FL.

A Public Hearing of the Highlands County Planning & Zoning Commission and Local Planning Agency and the Zoning Board of Adjustment will be held at 3:00 p.m., on Tuesday, October 8, 2024, in the Board Room, 600 S. Commerce Ave., Sebring, FL.

5. CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:
No announcements.

6. RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:

A. Request approval of a Proclamation recognizing October 2024 as "Community Planning Month" in Highlands County.

Cyndie Kramer, Planning & Zoning Manager, presented the request and read the Proclamation into the record.

Commissioner Kirouac moved approval of the Proclamation recognizing October 2024 as "Community Planning Month" in Highlands County. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 155 Page 113 & Res. Book 37 Page 2.***

B. Request approval of a Proclamation recognizing the month of October 2024 as "Safe Sleep Awareness Month".

Aisha Alayande, Executive Director of Highlands County Heartland Core Wellness, presented the request and read the Proclamation into the record.

Commissioner Tuck moved approval of the Proclamation recognizing the month of October 2024 as "Safe Sleep Awareness Month". Commissioner Elwell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 155 Page 113 & Res. Book 37 Page 3.***

7. PUBLIC COMMENT:

Ms. Kris Fitch came before the Commission to address her concerns regarding permits. The County Administrator stated staff would be in touch with her today to help with her concerns.

Mr. Rocco Joseph Mazza came before the Commission to address concerns regarding speeding on neighborhood streets. Chairman Roberts thanked Mr. Mazza for the suggestions offered and stated they, along with the Sheriff who was present, have heard his concerns.

8. CONSENT AGENDA:

Chairman Roberts requested item 8B be moved under the Action Agenda as item 11G for discussion. Commissioner Campbell requested item 8H be moved under the Action as item 11H for discussion.

Laurie Hurner, County Administrator, reminded the Commission that the Resolution in item 8C contained updated verbiage.

Commissioner Ewell moved to approve the Consent Agenda with the removal of item 8B to 11G, and 8H to 11H. Commissioner Campbell seconded the motion.

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

A. Request approval of Amendment 1 to the Land Use Restriction Agreement (LURA) State Housing Initiatives Partnership (SHIP) Program between Highlands County and Highlands County Housing Authority, Inc. *See SHIP file.*

B. ~~Request approval of Ridge to River Conservation Planning Study agreement with North Florida Land Trust.~~ *This item was moved to the Action Agenda.*

C. Request adoption of Resolution 24-25-01 for Budget Amendment 24-25-001 to realign General Fund revenues. *See SMB 155 Page 115 & Res. Book 37 Page 4.*

D. Request approval of Budget Amendment 23-24-183 to realign funding in Project 08048 Sebring Library Donations. *See SMB 155 Page 116.*

E. Request approval of the June 18, 2024, Regular Meeting Minutes of the Board. *See Clerk of Courts website.*

F. Request approval to authorize the Property Appraiser to extend the 2024 ad valorem property tax roll prior to completion of the Valuation Adjustment Board hearings. *See SMB 155 Page 117.*

G. Request approval of JAG-Local Grant Application FY 24-25. *See Sheriff's Office file.*

H. ~~Request approval of Budget Amendment 24-25-004 to adjust the Clerk of Court's FY 24-25 funding for the increase in 2025 health insurance premiums.~~ *This item was moved to the Action Agenda.*

I. Request to approve Budget Amendment 23-24-185 to realign funds for Dump Truck purchase shortage. *See SMB 155 Page 118.*

J. Request approval of Amendment 2 to the American Rescue Plan Act (ARPA) Subrecipient Grant Agreement between Highlands County and Sun 'N Lake Improvement District. *See Sun 'n Lake of Sebring Improvement District file.*

K. Request approval of Budget Amendment 23-24-186 for FY 23/24 cost center cleanup for budgets exceeded. *See SMB 155 Page 119.*

9. COMMITTEE ASSIGNMENTS:

A. Request appointment of Jason Atkinson as City of Avon Park alternate member and Ariel Fells to serve a second term as regular voting member to the Highlands County Recreation & Parks Advisory Committee (RPAC).

Ty Little, Facilities Project Manager, presented the request.

Commissioner Kirouac moved to appoint Jason Atkinson as City of Avon Park alternate member and Ariel Fells to serve a second term as regular voting member to the Highlands County Recreation & Parks Advisory Committee (RPAC). Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 155 Page 120.***

B. Request appointment of Natural Resources Advisory Commission members.

Dawn Ritter, Natural Resources Manager, presented the request and addressed concerns raised by the Commission.

Commissioner Kirouac moved to appoint the following volunteers to the Natural Resources Advisory Commission: re-appointment of Mr. Ben Butler to an Agricultural Slot; re-appointment of Ms. Chelsea Wisner to an Environmental Slot; re-appointment of Mr. Dale McQuillen to a Professional Slot; appointment of Mr. Ken Kech to an Environmental Slot; appointment of Dr. Steve Turner to an At Large Slot; and appointment of Ms. Sandra Vazquez to an At Large Slot. Commissioner Elwell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 155 Page 121.***

10. PUBLIC HEARING:

A. Public hearing to consider proposed amendments to the Highlands County Land Development Regulations (LDRs) pertaining to certain requirements which may not be suitable when applied county-wide without any room for exceptions.

Cyndie Kramer, Planning & Zoning Manager, presented the request and read the caption of the proposed ordinance into the record. This public hearing was duly noticed, and a proof of publication was submitted to the Clerk to become part of the permanent record. The Commission addressed their concern. Frank Youngman, Planning & Zoning Committee Member, addressed the Board regarding the proposed amendments in regard to Section 12.05.200.

Chairman Roberts opened the floor to the public. Input was received from Ray Royce, Pam Fentress, and Lew Carter.

The Commission concurred to proceed with the proposed amendments with the exception of Section 12.05.200.

Commissioner Kirouac moved to approve the first reading of Ordinance 24-25-01, with the removal of Section 12.05.200 AU Agricultural Districts. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 155 Page 122 & Proof of Publication file.***

Break: 10:35 a.m. to 10:42 a.m.

B. Public hearing to consider acceptance of a Perpetual Restrictive Easement and Declaration of Covenants and Restrictions, to allow the installation of a septic system.

Cyndie Kramer, Planning & Zoning Manager, presented the request. This public hearing was duly noticed, and a proof of publication was submitted to the Clerk to become part of the permanent record. Mr. Ken Haynes, applicant, addressed the Board.

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

Commissioner Kirouac moved to approve the amended and restated Perpetual Restrictive Easement and Declaration of Covenants and Restrictions. Commissioner Elwell seconded the motion.

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

11. ACTION AGENDA:

The County Attorney requested item 11E be removed from the agenda.

Commissioner Campbell moved to set the Action Agenda with the addition of items 11G and 11H, and the removal of item 11E. Commissioner Elwell seconded the motion.

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

A. Request adoption of Resolution 24-25-02 for Budget Amendment 24-25-002 to realign and appropriate Sheriff budgeted funds within the General Fund and adjust the Crime Prevention Fund.

Sheriff Paul Blackman presented the request.

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

Commissioner Campbell moved to adopt Resolution 24-25-02 for Budget Amendment 24-25-002 to realign and appropriate Sheriff budgeted funds within the General Fund and adjust the Crime Prevention Fund. Commissioner Kirouac seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 155 Page 123 & Res. Book 37 Page 5.***

B. Request adoption of Resolution 24-25-005 for BA 24-25-003 to appropriate two (2) Next Gen E911 Grant Projects.

Sheriff Paul Blackman presented the request.

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

Commissioner Kirouac moved to adopt Resolution 24-25-005 for Budget Amendment 24-25-003 to appropriate two (2) Next Gen E911 Grant Projects. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 155 Page 124 & Res. Book 37 Page 6.***

C. Request approval of the Insurance Committee's recommendation to adopt the rate structures for medical and dental plans as presented in the Employee Benefits Executive Summary for Plan year 2025.

Tanya Cannady, Business Services Director, and Shawn Flemming, Senior Benefits Consultant with the Gehring Group, presented the request.

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

Commissioner Campbell moved to approve the Insurance Committee's recommendation to adopt the rate structures for medical and dental plans as presented in the Employee Benefits Executive Summary for Plan year 2025. Commissioner Elwell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 155 Page 125.***

D. Request approval of The Lunz Group, Inc., CSA # 2, 20-024, for Structural, Mechanical, Electrical, and Plumbing Services for the Spring Lake Fire Station # 23 project.

Mitchell Thomas, Assistant County Engineer, presented the request.

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

Commissioner Elwell moved to approve The Lunz Group, Inc., CSA # 2, 20-024, for Structural, Mechanical, Electrical, and Plumbing Services for the Spring Lake Fire Station # 23 project. Commissioner seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Library of Consultants file.***

~~**E. Consideration of Statement of Legislative Intent for floodplain ordinance modifications required to maintain the County's Community Rating System at Level 8.**~~

This item was removed. See SMB 155 Page 126.

F. Request the Board to review the Scope of Work provided by Alfred Benesch & Company and select which items from the Scope of Work the Board would like to be funded and studied; additionally request for the board to approve the agreement between Highlands County and Alfred Benesch & Company for the completion of the Highlands County Comprehensive Alternative Revenue Funding Study. Subject areas included in the study and analysis: Impact Fees, Municipal Service Taxing Unit (MSTU) User Fees, Municipal Service Benefit Unit (MSBU) User Fees, and other alternative revenues.

Leah Sauls, Development Services Director, and JD Langford, County Engineer, presented the request with four different options for the Board to consider. The Commission addressed their concerns in great detail.

Chairman Roberts opened the floor to the public. Input was received from Pam Fentress.

Commissioner Campbell moved approval of Option 4, with the fiscal impact being $315,470 from Fund 005 (General); $42,832 from School Board; $18,982 from Fire Services; $17,432 from Law Enforcement; do not fund study cost for Solid Waste as Solid Waste is an enterprise fund; with a total study cost $394,716. Commissioner Elwell seconded the motion.

Upon roll call, all Commissioners voted aye, except Commissioner Kirouac and Commissioner Tuck. The motion carried. ***See Alfred Benesch & Company file.***

Break: 12:12 p.m. to 12:18 p.m.

G. Request approval of Ridge to River Conservation Planning Study agreement with North Florida Land Trust. (Consent Agenda Item 8B).

Dawn Ritter, Natural Resources Manager, and Sam Eriksen, Natural Resources Specialist, presented the request and addressed concerns raised by the Commission.

Chairman Roberts opened the floor for public comment. Input was received from Ray Royce, Pam Fentress, and Dr. Joshua Daskin.

Commissioner Kirouac moved to approve Ridge to River Conservation Planning Study agreement with North Florida Land Trust. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye, except Commissioner Campbell who voted nay. The motion carried. ***See Natural Resources file.***

H. Request approval of Budget Amendment 24-25-004 to adjust the Clerk of Court's FY 24-25 funding for the increase in 2025 health insurance premiums. (Consent Agenda Item 8H).

David Ontermaa, Director of Court Services for the Clerk of Courts, stated this item can be pulled from today's meeting if the Board wishes to do so and it can be brough back in December.

Commissioner Elwell moved to remove this item from the agenda and bring back at a future time. Commissioner Tuck seconded the motion. ***See SMB 155 Page 127.***

12. COUNTY ADMINISTRATORS AND LEGAL:

A. County Attorney Status Report.

Sherry Sutphen, County Attorney, commented on a few items presented in the Long-Range Attorney Log. ***See SMB 155 Page 128.***

B. Commissioner's Priorities and the Project Status Report. *See SMB 155 Page 129.*
Laurie Hurner, County Administrator, provided an update in regard to grants that will help with Fire Services items and commended the entire county staff for all their help and preparedness with Hurricane Helene.

Ms. Hurner thanked everyone involved with the FY 2024/2025 Budget.

13. COMMISSIONERS
Commissioner Elwell echoed the County Administrator's comments in regard to staff and all involved with the preparedness of Hurricane Helene.

Commissioner Tuck questioned the County Attorney if the county should be doing anything about the new homelessness law. Ms. Sutphen addressed. Commissioner Tuck reminded everyone to continue praying for those still suffering from the damages caused by Hurricane Helen.

Commissioner Campbell commented on the Heartland Regional Transportation Planning Organization meeting he attended.

Commissioner Kirouac echoed everyone's comments above in regard to Hurricane Helene.

Commissioner Roberts thanked the county employees who came out to the Champion for Children Gala event and questioned if staff is aware of the tropical storm that is brewing in the Caribbean currently. Ms. Hurner stated staff is aware and will continue to monitor accordingly.

14. INFORMATIONAL:

A. Change Order 2, to the Agreement between Highlands County and EO Koch Construction, Co., for the construction of the new Traffic Operations building, Project No.: 19007, was executed by the County Engineer on September 12, 2024. *See EO Koch Construction file.*

B. Board payables from October 1-14, 2024. *See Check Report*

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

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

The meeting adjourned at 1:10 p.m.

EMERGENCY MEETING OF THE BOARD, OCTOBER 7, 2024

1. The meeting was called to order at 2:00 p.m., in the Highlands County Board of County Commission Chambers at 600 S. Commerce Ave., Sebring, Florida, with the following members present:

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

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

This meeting was properly advertised and posted on the official bulletin board. A copy of the advertisement was submitted to the Clerk to become part of the permanent record. ***See Proof of Publication File.***

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

3. PLEDGE OF ALLEGIANCE
The Pledge of Allegiance was led by Brandon Gunn, Parks & Facilities Director.

4. ANNOUNCEMENTS

A. Request approval of Resolution 24-25-012, declaring a state of local emergency for Hurricane Milton.
Corey Amundsen, Emergency Management Manager, provided updates on Hurricane Milton, which is now a Category 5 hurricane, and advised that sandbag stations are available, as well as the opening of shelters for the public. Commissioner Elwell questioned if the landfill would be closed. Mr. Amundsen clarified that as of Wednesday October 9th, 2024, the landfill will be closed, and operations will be stopped.

Commissioner Elwell read the proposed Resolution into the record and moved approval. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 37 Page 6A & SMB 155 Page 130.***

B. Request approval to consider options for closing County offices relating to the State of Emergency for Hurricane Milton.
Commissioner Campbell advised that he is in favor of staying closed through Friday due to precautionary measures. The Commission concurred.

Commissioner Campbell made a motion to close County offices from Tuesday October 8th, 2024, until Friday October 11th, 2024. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 155 Page 131.***

5. ADJOURN
Commissioner Kirouac moved to adjourn the meeting.

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

The meeting was adjourned at 2:28 p.m.

REGULAR MEETING OF THE BOARD, OCTOBER 15, 2024

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

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

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

2. INVOCATION

The meeting opened with a prayer led by Pastor Chantel Pharris, with the Bountiful Blessings Church of God in Sebring.

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Stephanie Ridley, US Army, Assistant Veterans Services Officer.

4. ANNOUNCEMENTS

Zoning Board of Adjustment, and Planning & Zoning Commission Meeting was postponed due to Hurricane Milton and will be held on Tuesday, October 29th, 2024, at 3:00 p.m. in the Commissioners Boardroom, Highlands County Government Center, 600. S. Commerce Ave. Sebring FL.

Chairman Roberts reminded everyone that the Veterans Council of Highlands County is hosting the Second Annual Luncheon and Awards Ceremony on Tuesday, October 15th, 2024, at 12:00 p.m.

5. CONSTITUTIONAL OFFICERS - ANNOUNCEMENTS:

None presented.

6. RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:

A. Recognition of Promotions for Chief of Training Brett Hogan to Deputy Chief and Battalion Chief Kenneth Fritz to Division Chief on October 7, 2024.

Kelly Duppenthaler, Fire Chief, recognized former Chief of Training, Brett Hogan, for his promotion to Deputy Chief, and former Battalion Chief Kenneth Fritz for his promotion to Division Chief. ***See SMB 155 Page 132.***

B. Request approval of a Proclamation designating November 2024 as Veterans Appreciation Month.

Denise Williams, Veterans Services Officer, presented the request to recognize November 2024, as Veterans Appreciation Month.

Commissioner Elwell made a motion to approve the Proclamation designating November 2024 as Veterans Appreciation Month. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 155 Page 133 & Res. Book 37 Page 7.***

C. Request approval of a Proclamation recognizing National 4-H Week in Highlands County.

Kati Lawson, County Extension Director, introduced the Youth 4-H County Council Members who read the Proclamation into the record.

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

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 155 Page 134 & Res. Book 37 Page 8.***

7. PUBLIC COMMENT

Corey Amundsen, Emergency Management Manager, provided an update on the Hurricane Milton aftermath.

Kris Fitch, Lake Placid resident, came before the Board to follow up with previous concerns regarding building permits.

Christopher Tuffley, Sebring resident, shared how he would like to plant more plants throughout the County for the future, as well as how it would be beneficial for the County to investigate more innovative housing.

Michael Zarzano, Lake Placid resident, addressed the Board and the public with his concerns regarding dishonesty and corruption within the elections.

8. CONSENT AGENDA

Commissioner Elwell moved approval of the Consent Agenda as presented, with the removal of item 8A, the transfer of Item 8O to Item 11D of the Action Agenda, and the revision of Item 8J. Commissioner Campbell seconded the motion.

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

A. ~~**Request consideration of waiver of fees and damage deposit for Armament Inc. for the Sound of Freedom five-day talent show fundraiser at the O.S. "Sam" Polston Auditorium and Conference Room at the Bert J. Harris Agri Civic Center.**~~ This item was pulled. *See SMB 155 Page 135.*

B. **Request approval of a New Event Tourist Development Grant for Hurricane Junior Golf Tour tournaments in Highlands County.** *See Tourist Development Council File.*

C. **Request to write-off remainder of invoice regarding asphalt damage to Cloverleaf Bypass in Lake Placid.** *See SMB 155 Page 136.*

D. **Request approval of Amendment 1 to the Agreement between Highlands County and EO Koch Construction, Co., for the construction of the New Traffic Operations Building and the adoption of Resolution 23-24-109 for Budget Amendment 23-24-099 to appropriate additional funds to Project No. 19007, and ITB No. 22-013.** *See E.O. Koch Construction file.*

E. **Request to waive the Landfill Tipping Fees for Highlands County Ag-Venture, Inc., November 12 through November 14, 2024.** *See SMB 155 Page 137.*

F. **Request approval of Budget Amendment 24-25-007 to adjust the Property Appraiser budgeted funding for FY 24/25.** *See SMB 155 Page 138.*

G. **Request approval of Agreement between Highlands County and VisionFirst Advisors.** *See VisionFirst Advisors file.*

H. Request approval of the Agreement with Dolney Law, PLLC, for Code Enforcement Special Magistrate Services. *See Special Magistrate file.*

I. Request adoption of Resolution 24-25-009 for Budget Amendment 24-25-006 to add additional funds to the Lake June-in-Winter Catfish Creek Best Management Practice Project 21062. *See SMB 155 Page 139 & Res. Book 37 Page 9.*

J. Request approval of Amendment 3 to the Agreement between Highlands County and Clean Harbors Environmental Services, Inc. for Household Hazardous Waste Collection Services. *See Clean Harbors Environmental Services file.*

K. Request approval for the Interlocal Agreement between Highlands County and Spring Lake Improvement District. *See Spring Lake Improvement District file.*

L. Request adoption of Resolution 24-25-011 for Budget Amendment 23-24-187 to clean up Hospital District (FY21-22) funding in Project 21080 and to appropriate Hospital District (FY22-23) funding in Project 22050. *See SMB 155 Page 140 & Res. Book 37 Page 10.*

M. Request approval of Budget Amendment 23-24-188 for FY 23/24 cost center cleanup for budgets exceeded. *See SMB Book 155 Page 141.*

N. Request approval of the Amendment 2, to the Agreement with Roper, Townsend & Sutphen, P.A., to recognize the name change of the firm. *See Board Attorney file.*

O. ~~Request approval of the 2025 board meeting schedule.~~ *Moved to Action Agenda Item 11D.*

9. COMMITTEE ASSIGNMENTS:

A. Request the appointment of Carolyn Morrison, nominated by the Town of Lake Placid, as a regular voting member to the Highlands County Recreation & Parks Advisory Board.

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

Commissioner Tuck moved approval of the appointment of Carolyn Morrisson, nominated by the Town of Lake Placid, as a regular voting member to the Highlands County Recreation & Parks Advisory Board. Commissioner Kirouac seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 155 Page 142.***

10. PUBLIC HEARING

A. Public Hearing to consider approval of Medfleet, LLC dba ATI Ambulance application for a Class 1, Class 2 and 3 Certificate of Public Convenience and Necessity (COPCN).

Dustin Finch, Deputy Chief, and Kelly Duppenthaler, Fire Chief, presented the request. This public hearing was properly advertised, and a proof of publication was submitted to the Clerk to become part of the permanent record.

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

Commissioner Campbell moved approval of Medfleet, LLC, dba ATI Ambulance, application for a Class 1, Class 2 and 3 Certificate of Public Convenience and Necessity (COPCN). Commissioner Kirouac seconded the motion.

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

B. Public hearing to consider adoption of P&Z Hearing No. 2166, changing the zoning designation for an approximate 10.41- acre parcel from Business District (B-3) to Business District with a Planned Development (B-3 PD).

Cyndie Kramer, Planning & Zoning Manager, presented the request and read the caption of the Resolution into the record. This request has been duly noticed and proof of publication has been submitted to the Clerk to be part of the permanent record. Ms. Kramer questioned if any of the commissioners held ex parte communications concerning this hearing. All commissioners stated no.

Chairman Roberts opened the floor to the public. Helmut Wyzisk, applicant and developer, commended the staff and Commission for their effectiveness and thanked them for the kind comments regarding the upcoming project.

Commissioner Kirouac moved to approve and adopt by Resolution 24-25-003, P&Z 2166, changing the Official Zoning Atlas for an approximate 10.41-acre parcel from Business District (B-3) to Business District Planned Development (B-3 PD), referencing the mandatory findings of fact and becoming effective as provided by law. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Zoning Change file & Res. Book 37 Page 11.***

C. Public hearing to consider adoption of P&Z Hearing No. 2167, changing the zoning designation for an approximate 26.84 acres from Agricultural District (AU) to Multiple-Family Dwelling including Motel and Hotel District (R-3), and for an approximate 12.50 acres from Agricultural District (AU) to Limited Business District (B-2).

Cyndie Kramer, Planning & Zoning Manager, presented the request and read the caption of the Resolution into the record. This request has been duly noticed and proof of publication has been submitted to the Clerk to become part of the permanent record. Ms. Kramer questioned if any of the commissioners held ex parte communications concerning this hearing. All commissioners stated no.

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

Commissioner Elwell made a motion to adopt Resolution # 24-25-004, P&Z 2167A, changing the Official Zoning Atlas for an approximate 26.84 acres from Agricultural District (AU) to Multiple-Family Dwelling including Motel and Hotel District (R-3), to be consistent with the existing future Land Use Designation, referencing the mandatory findings of fact and becoming effective as provided by law. Commissioner Kirouac seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Zoning Change file & Res. Book 37 Page 12.***

Commissioner Kirouac moved to approve Resolution # 24-25-007, P&Z 2167B, changing the Official Zoning Atlas for an approximate 12.50 acres from Agricultural District (AU) to Limited Business District (B-2) to be consistent with the existing future Land Use Designation, referencing the mandatory findings of fact and becoming effective as provided by law. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. *The motion carried.* ***See Res. Book 37 Page 13.***

D. Public hearing to consider proposed amendments to the Highlands County Land Development Regulations (LDRs) pertaining to certain requirements which may not be suitable when applied county-wide without any room for exceptions.

Rachel Barry, Zoning Supervisor, presented the request and read the caption of the ordinance into the record. This request has been duly noticed and proof of publication has been provided to the Clerk to become part of the permanent record.

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

Commissioner Kirouac moved to approve and adopt Ordinance No. 24-25-001 proposed amendments to the Highlands County Code of Ordinances Chapter 12 Land Development Regulations Article 2; Definitions and Abbreviations, Section 12.02.04; Definitions and Interpretations, Article 5; District and Supplementary District Regulations, Section 12.05.201; (EU) Estate District, Section 12.05.401; Encroachment Into Yards, Article 8; Special Land Uses, Section 12.08.110; Garage Sales, Article 12; Resource Protection Standards Section 12.12.203; Setback from Surface Waterbody's and Wetlands. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Ordinance Book 20 & Land Development Regulations file.***

E. Request adoption of Ordinance No.: 24-25-02, amending the Highlands County Code of Ordinances, Chapter 2, Administration, Article VIII, Appointments.

Sherry Sutphen, County Attorney, presented and read the proposed Ordinance into the record. This public hearing was properly noticed, and a proof of publication was submitted to the Clerk to become part of the permanent record.

Chairman Roberts opened the floor to the public. Ray Royce, Heartland Ag Commission, requested clarification as to conflicts of interest if an individual is serving on another committee. Ms. Sutphen advised that it is illegal to serve on two judicial committees.

Commissioner Campbell made a motion to adopt Ordinance No. 24-25-02, amending the Highlands County Code of Ordinances, Chapter 2, Administration, Article VIII, Appointments. Commissioner Elwell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 155 Page 143 & Ordinance Book 20.***

11. ACTION AGENDA

Commissioner Kirouac moved approval of the Action Agenda as presented, with the addition of Item 11D. Commissioner Elwell seconded the motion.

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

A. Request adoption of Resolution 24-25-008 for Budget Amendment 24-25-005 to roll available project balances forward that were not included in the budget process and to correct a couple project budget errors.

David Nitz, OMB Manager, presented the request.

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

Commissioner Tuck moved to approve Resolution 24-25-008 for Budget Amendment 24-25-005 to roll available project balances forward that were not included in the budget process and to correct a couple project budget errors. Commissioner Kirouac seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 155 Page 144 and Res. Book 37 Page 14.***

B. Request adoption of Resolution No. 24-25-013, extending the local state of emergency declared under Resolution No. 24-25-012, stemming from Hurricane Milton.

Laurie Hurner, County Administrator, presented the request. Sherry Sutphen, County Attorney, read the caption of the Resolution into the record.

Commissioner Tuck questioned if there could be an emergency ordinance put in place for the entire hurricane season. Ms. Sutphen clarified that each Ordinance must be accepted individually.

Commissioner Kirouac moved to approve Resolution No. 24-25-013, extending the local state of emergency declared under Resolution No.: 24-25-012, stemming from Hurricane Milton. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 37 Page 15.***

C. Request adoption of Resolution 24-25-014, regarding a temporary waiver of landfill tipping fees for residential yard waste and Construction and Demolition (C&D).

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

Commissioner Elwell moved to adopt Resolution 24-25-014 as read into the record. Commissioner Tuck seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 37 Page 36.***

D. Request approval of the 2025 board meeting schedule

The Commission discussed the proposed meeting on November 26, 2025. After discussion the Commission concurred to move the November 26, 2025 proposed meeting to November 21, 2025.

Commissioner Elwell moved approval of the 2024 board meeting schedule of regular board meetings, and an additional special meeting on Friday, November 21, 2025, for the specific purpose of processing the fiscal year-end close outs. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 155 Page 146***

12. COUNTY ADMINISTRATOR AND LEGAL

A. County Attorney Status Report

Sherry Sutphen, County Attorney, provided updates to a few items listed in the County Attorney Long Range Log. ***See SMB 155 Page 147.***

B. Commissioner's Priorities and the Project Status Report

Laurie Hurner, County Administrator, acknowledged the Highlands County Health Department and the Florida Department of Emergency Management for their help during the hurricane. ***See SMB 155 Page 148***.

13. COMMISSIONERS

Commissioner Campbell thanked staff for their hard work and cooperation throughout Hurricane Milton.

Commissioner Kirouac reiterated Commissioner Campbell's thoughts on the due diligence during the hurricane and stated he would like to see new innovations in the future regarding the access of gasoline throughout storms.

Commissioner Tuck thanked the staff for their hard work and congratulated Sherry Sutphen for becoming a partner in her law firm.

Commissioner Elwell requested an update regarding the assistant county administrator vacancy. Ms. Hurner advised that they are actively looking for a candidate. Commissioner Elwell announced that the Heritage Festival will take place this weekend at the Alan Jay Arena, and the Spring Lake Community Festival the week after.

Commissioner Roberts reminded everyone to vote in the upcoming election and keep praying for those still suffering from the damages caused by hurricanes Milton and Helene.

14. INFORMATIONAL

A. Board payables from October 15, 2024 – November 4, 2024. *See Check Report file.*

15. ADJOURN

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

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

The meeting adjourned at 11:26 a.m.

REGULAR MEETING OF THE BOARD, NOVEMBER 7, 2024

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

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

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

2. INVOCATION

The meeting opened with a prayer led by Pastor Chantel Parris, with the Bountiful Blessings Church of God in Sebring.

3. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by William Moroney, U.S. Marine Corp, Veterans Advisory Board.

4. ANNOUNCEMENTS

The Veterans Advisory Board will have a meeting at 3:30 p.m. on Thursday, November 7, 2024, in the Veteran Services Office, 7209 S. George Blvd. Sebring, FL.

The Highlands County Planning & Zoning Commission and Local Planning Agency Zoning Board of Adjustment will have a meeting at 3:00 p.m. on Tuesday, November 12, 2024, in the Boardroom, 600 S. Commerce Ave. Sebring, FL.

The Construction Licensing, Enforcement and Appeals Board will have a meeting at 7:00 p.m. on Tuesday, November 12, 2024, in the Boardroom, 600 S. Commerce Ave. Sebring, FL.

The Heartland Library Cooperative Governing Board will hold a regular meeting at 10:30 a.m. on Wednesday, November 13, 2024, in the Meeting Room, Lake Placid Memorial Library, 205 W. Interlake Blvd., Lake Placid, FL.

5. CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:

Jerome Kaszubowski, Clerk of Courts, congratulated Commissioner Kirouac for securing his re-election as well as advising that the Clerks office has reached its 2,000-subscriber mark on the Property Fraud Alert System.

Karen Healey, Supervisor of Elections, expressed her gratitude for her staff, the Commission, and the voters throughout Highlands County and read a poem she wrote to show her appreciation.

6. RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:

A. Presentation by EMS Management & Consultants, Inc.

Jarred Everhart and Dawn Word, with EMS Management & Consultants, Inc., gave an overview of the ambulance billing and collection services they've provided Highlands County over the past 5 years. Dustin Fitch, Deputy Chief, added comments and stated the department is happy with the services provided by EMS-MC.

The Commission thanked them for the presentation. ***See SMB 155 Page 149.***

7. PUBLIC COMMENT

Eddie Fitch addressed the Board regarding the fire assessment and exemptions.

Walter Cheatham, educator with the Academy at the Parc, recognized his students for attending today's Commission meeting to learn more about county government.

Glenn Paraday expressed his appreciation towards the Commission and all elected officials for everything they sacrifice for the community.

Denise Williams, Veterans Services, representing the Veterans Council of Highlands County, Inc., recognized recipients of the Non-Veterans of the Year Award, including Ingra Gardner, Community Services Director, Commissioner Arelene Tuck, and Chairman Kevin Roberts.

8. CONSENT AGENDA

Laurie Hurner, County Administrator, requested item 8L be pulled from the agenda, and advised of an addendum added to item 8B.

Sherry Sutphen, County Attorney, highlighted item 8AF (addendum) for the Board's clarification.

Commissioner Kirouac moved approval of the consent agenda as presented, with the removal of item 8L, and the revision added to item 8B, and the addition of item 8AD, 8AE, and 8AF. Commissioner Campbell seconded the motion.

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

A. **Request exception from competitive procurement formalities pursuant to Purchasing Manual, Section 17.B.22, for special or unique services, to create a list of the following qualified vendors: 1) Huddle Up Group LLC, or 2) Synergy Sports Charlotte LLC, capable of preparing a strategic plan for recipients of the Sports Facility Improvement Grant Program.** *See SMB 155 Page 150.*

B. **Request approval of TOA 1- 2, for additional funds in the amount of $29,802.98, to the June 18, 2024, executed TOA 1-1 CMAR Agreement between Highlands County and AD Morgan for the remodel and expansion of the Avon Park Tax Collector, Project No: 18025.** *See Library of Consultants file.*

C. **Request to approve the agreements for burn services with primary and secondary contractor.** *See Natural Resources file.*

D. **Request approval of the renewal and amendment to the contract between Highlands County and Jack's Lawn & Landscaping.** *See Jack's Lawn & Landscaping file.*

E. **Request approval of agreement with Fabricon Modular, LLC and Highlands County for a new Landfill Office Building, project # 21079.** *See Fabricon Modular file.*

F. **Request approval of Resolution 24-25-016 establishing the Tourist Development Council's Sports Facility Improvement Grant Program and its policies.** *See SMB 155 Page 51 and Res. Book 37 Page 17.*

G. **Request approval of CivilSurv Design Group, Inc., CSA # 1, 20 -024, for Civil Engineered Plans for the Spring Lake Fire Station # 23 project 21104.** *See CivilSurv Design Group file.*

H. Request approval of a Subordination of Right of Reversion to Highlands County Habitat for Humanity Inc. for the Mason's Ridge Neighborhood Community. *See Habitat for Humanity file.*

I. Request approval of the Highlands County Health Department (CHD) Core Contract for fiscal year (FY) 2024/2025 between Highlands County and the State of Florida. *See Highlands Co. Health Dept. file.*

J. Request adoption of Resolution 24-25 -015 for Budget Amendment 24-25-008 to provide funding for the Ridge to River Conservation Planning Study. *See SMB 155 Page 152 & Res. Book 37 Page 18.*

K. Request approval of Resolution 24-25-017 establishing the Tourist Development Council's Water Experience Development Grant Program and its policies. *See SMB 155 Page 153 & Res. Book 37 Page 19.*

~~**L. Request consideration of waiver of fees and damage deposit for Armament Inc. for the Sound of Freedom five-day talent show fundraiser at the O.S. "Sam" Polston Auditorium and Conference Room at the Bert J. Harris Agri Civic Center.**~~ *See SMB 155 Page 154.*

M. Request to accept a Florida Sports Foundation (FSF) Small Market Grant Award in the Amount of $5,000.00 and adopt Resolution 24-25-020 for Budget Amendment 24-25-010. *See Tourist Development Council file & Res. Book 37 Page 20.*

N. Request to accept a Florida Sports Foundation (FSF) Major Market Grant Award in the Amount of $24,846.00 and adopt Resolution 24-25-019 for Budget Amendment 24-25-011. *See Tourist Development Council file & Res. Book 37 Page 21.*

O. Request approval of Closing Documents for the Donation of Right-of-Way at US 27 and Sun Pure Road to the Florida Department of Transportation (FDOT). *See FDOT file.*

P. Request approval of the Agreement with Maxwell Aquatics Inc, for the provision of hand spraying services for the Sun N Lakes of Lake Placid Special Benefit District, Istokpoga Marsh Watershed Improvement District, and Highlands Park Estates Special Benefit District. *See Maxwell Aquatics file.*

Q. Request approval of the State Aid to Libraries Grant Agreement between the State of Florida, Department of State and the Highlands County Board of County Commissioners for and on behalf of the Highlands County Library System FY 24-25. *See Library Agreements file.*

R. Approve a new pay grade category 124. *See SMB 155 Page 155.*

S. Request approval to declare a 2015 Wee Doo and 2015 Loma Trailer surplus and allow items to be sold. *See SMB 155 Page 156.*

T. Request approval of the agreement between Madden Preprint Media LLC and Highlands County for monthly website maintenance services for VisitSebring.com, the Tourist Development Council's website. *See Madden Media file.*

U. Request adoption of Resolution 24-25-023 for Budget Amendment 23-24-190 for SHIP Projects 20366, 21366, and 22366 clean up. *See SMB 155 Page 157 & Res. Book 37 Page 22.*

V. Request approval of Budget Amendment 24-25-013 to transfer funds for the vehicle purchase in Community Programs that has been recently received. *See SMB 155 Page 158.*

W. Request adoption of Resolution 24-25-018 for Budget Amendment 23-24-189 to reallocate ARPA funds. *See SMB 155 Page 159 & Res. Book 37 Page 23.*

X. Request adoption of Resolution 24-25-022 for Budget Amendment 24-25-012 to set up Project 24022, a grant from the Highlands County Hospital District Board to the Highlands County Children's Advocacy Center. *See SMB 155 Page 160 & Res. Book 37 Page 24.*

Y. Request the approval of the Children's Advocacy Center's Interagency Agreement retroactively from September 1, 2024. *See Children's Advocacy Center file.*

Z. Request approval of Licensed Use Agreement (LUA) with FEMA to use conference rooms 2 and 3 of the Bert J Harris Jr. Agricultural Center for the Disaster Recovery Center (DRC). *See FEMA file.*

AA. Request approval to accept a $20,000.00 Donation from Duke Energy to assist in replacing a Breathing Air Containment Fill Station. *See SMB 155 Page 161.*

AB. Request acceptance of the Grant Award from the Florida Firefighter Assistance Grant Program for the purchase of (5) Sets of PPE. *See SMB 155 Page 162.*

AC. Request acceptance of the Florida Division of State Fire Marshal Grant Award from the Decontamination Equipment Grant Program for the purchase of (1) PPE Extractor and (102) Gloves, with a 25% County Match in the amount of $3,985.28 for project 24023. *See SMB 155 Page 163***.**

AD. Request approval of the Interlocal Agreement between Highlands County and the Highlands County Clerk of Court and Comptroller related to the licensing of and access to the CentralSquare software. *See Central Square file.*

AE. Request approval of the 2025 revised board meeting schedule. *See SMB 155 Page 164.*

AF. Request approval of Amendment 1 to the Interlocal Agreements with the City of Sebring, the City of Avon Park and the Town Lake Placid, for Removal of Emergency Disaster Debris. *See City of Sebring, City of Avon Park, and Town of Lake Placid files.*

9. COMMITTEE ASSIGNMENTS:

None presented.

10. PUBLIC HEARING

A. Public hearing to consider adoption of Hearing No. P&Z 2169, amending the existing Agricultural District with a Planned Development (AU PD) designation for three (3) parcels totaling an approximate 16.22-acres.

Cyndie Kramer, Planning & Zoning Manager, and Melony Culpepper, Zoning Supervisor, presented the request. This public hearing was properly advertised, and proof of publication has been provided to the Clerk to become part of the permanent record. Ms. Kramer read the caption of the Resolution into the record and questioned if any of the commissioners held ex parte communications concerning this hearing. Commissioner Campbell stated he did not. Commissioner Kirouac, Commissioner Roberts and Commissioner Tuck stated they had previous communication, but nothing new since the last time this item was brought up in the meeting. Commissioner Elwell stated he visited the school earlier this week and spoke to an instructor and a couple representatives of the school.

Attorney Julie Klahr, on behalf of the applicant, thanked staff and the Commission for their collaboration. Mr. Richard Paul-Hus helped clarify concerns raised by the Commission.

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

Commissioner Elwell moved approval of the Resolution that was read into the record, 24-25-006. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Zoning Change file and Res. Book 37 Page 25.***

B. Public hearing to consider adoption of Small-Scale Comprehensive Plan Future Land Use Amendment CPA-24-633SS for an approximate 1.09 acres from Mixed Use (MU) to High Density Residential (RH).

Cyndie Kramer, Planning & Zoning Manager, and Melony Culpepper, Zoning Supervisor, presented the request. This public hearing was properly advertised, and proof of publication has been provided to the Clerk to become part of the permanent record. Ms. Kramer read the caption of the Resolution into the record.

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

Commissioner Kirouac moved to approve and adopt by Ordinance 24-25-03, CPA-24-633SS, amending the Future Land Use Map of the Highlands County Comprehensive Plan for an approximate 1.09 acres from Mixed Use (MU) to High Density Residential (RH), and transmit CPA-24-633SS to the Florida Department of Commerce for its compliance determination, referencing the mandatory findings of fact and becoming effective as provided by law. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Comprehensive Plan Amendment file & Ordinance Book 20.***

C. Public hearing to consider adoption of P&Z Hearing No. 2151, changing the Official Zoning Atlas for an approximate 10.70 acres, from Agricultural District (AU), Multiple-Family Dwelling including Motel and Hotel District (R-3) and Multiple-Family Dwelling with a Flexible Unit Development (R-3 FUD) to Multiple-Family Dwelling with a Flexible Unit Development (R-3 FUD).

Cyndie Kramer, Planning & Zoning Manager, and Melony Culpepper, Zoning Supervisor, presented the request. This public hearing was properly advertised, and proof of publication has been provided to the Clerk to become part of the permanent record. Ms. Kramer read the caption of the Resolution into the record and questioned if any of the commissioners had ex parte communications concerning this hearing. All commissioners stated no. Drew Jones, representing the applicant, stated he was available to help address questions.

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

Commissioner Tuck moved to approve and adopt by Resolution 24-25-021, P&Z 2151, changing the Official Zoning Atlas for an approximate 10.70 acres, from Agricultural District (AU), Multiple-Family Dwelling including Motel and Hotel District (R-3) and Multiple-Family Dwelling with a Flexible Unit Development (R-3 FUD) to Multiple-Family Dwelling with a Flexible Unit Development (R-3 FUD), referencing the mandatory findings of fact and becoming effective as provided by law. Commissioner Elwell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Zoning Change file & Res. Book 37 Page 26.***

D. Correction of scrivener's error on the Future Land Use Map of the Highlands County 2030 Comprehensive Plan.

Cyndie Kramer, Planning & Zoning Manager, and Melony Culpepper, Zoning Supervisor, presented the request. This public hearing was properly advertised, and proof of publication has been provided to the Clerk to become part of the permanent record. Ms. Kramer read the caption of the Ordinance 24-25-04 into the record.

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

Commissioner Kirouac moved to approve a correction of a scrivener's error to the Future Land Use Map of the Highlands County 2030 Comprehensive Plan, which incorrectly attributed the Conservation/Management (CM) land use to a portion of parcel C-03-36-29-A00-0080-0000 and reassigning it to its correct designation of Agriculture (AG). Commissioner Elwell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Comprehensive Plan Amendment file & Ordinance Book 20.***

11. ACTION AGENDA

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

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

A. Request approval of Amendment 1 to the CMAR Agreement between Highlands County and Ajax Building Company, LLC ("Agreement"), to establish the Guaranteed Maximum Price ("GMP") for construction of the Highlands County Jail Expansion Project, and to remove certain clauses pertaining to federally funded projects.

Tiffany Gunn, Capital Projects Manager, and Tanya Cannady, Business Services Director, presented the request.

Commissioner Roberts opened the floor to the public. Input was not provided.

Commissioner Campbell moved approval of Amendment 1 to the CMAR Agreement between Highlands County and Ajax Building Company, LLC. Commissioner Kirouac seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Ajax Building Company file.***

B. Request adoption of Resolution 24-25-010 to approve a LAP Agreement #435067-1-58/68/01, between FDOT and Highlands County for construction, and CEI services of an 8-foot-wide multi-use path on the west side of Memorial Drive from Pompano Drive to Sebring Parkway.

Kenya Anderson, Senior Projects Manager, and J.D. Langford, County Engineer, presented the request.

Commissioner Roberts opened the floor to the public. Input was not provided.

Commissioner Tuck made a motion to adopt Resolution 24-25-010 to approve a LAP Agreement #435067-1-58/68/01, between FDOT and Highlands County for construction, and CEI services of an 8-foot-wide multi-use path on the west side of Memorial Drive from Pompano Drive to Sebring Parkway. Commissioner Elwell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 37 Page 27 & FDOT file.***

C. Request approval of the Interlocal Agreement between Highlands County and the City of Sebring for relocation of the City's Water Main as part of the Memorial Drive Multi-Use Path Project.

Kenya Anderson, Senior Projects Manager, and J.D. Langford, County Engineer, presented the request.

Commissioner Roberts opened the floor to the public. Input was not provided.

Commissioner Campbell made a motion to approve the Interlocal Agreement between Highlands County and the City of Sebring for relocation of the City's Water Main as part of the Memorial Drive Multi-Use Path Project. Commissioner Kirouac seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See City of Sebring File.***

D. Consideration of Statement of Legislative Intent for the adoption of an ordinance prohibiting camping and sleeping on public property.

Sherry Sutphen, County Attorney, presented the request to gather the Board's consideration and clarified that the ordinance would only be applicable to those sleeping on public property (owned by the county) overnight, and the municipalities would have to adopt their own ordinance.

Commissioner Campbell questioned if panhandling could be included in the ordinance. Ms. Sutphen stated panhandling could be included in the same ordinance.

The Commission gave their consensus to move forward with drafting an ordinance. ***See SMB 155 Page 165.***

12. COUNTY ADMINISTRATION AND LEGAL

A. County Attorney Status Report.

Sherry Sutphen, County Attorney, shared an email received from Sarasota County thanking Gloria Rybinski, Records Manager, for her help after Hurricane Milton.

Ms. Sutphen provided a few updates on the County Attorney Long Range Log. ***See SMB 155 Page 166.***

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

Laurie Hurner, County Administrator, presented the list of priorities and project status report. ***See SMB 155 Page 167.***

13. COMMISSIONERS

Commissioner Elwell recognized Chairman Roberts for his positive impact throughout the last year and congratulated Commissioner Kirouac for his re-election. Commissioner Elwell commented a few events he attended throughout the county.

Commissioner Tuck announced a fundraising campaign for veterans taking place on Sunday, November 10, 2024, at Square 1 Shooting Range.

Commissioner Campbell commented on a few community events he attended.

Commissioner Kirouac thanked the voters of Highlands County for their support throughout his campaign.

Commissioner Roberts expressed gratitude for his fellow commissioners and staff over this past year as chairman.

14. INFORMATIONAL

A. **Correction of Amendment 1 to the Agreement between Highlands County and EO Koch Construction, Co., for the construction of the New Traffic Operations Building, Project No. 19007, and ITB No. 22-013.** *See E.O. Koch Construction file.*

B. **Board payables from June 4, 2024, through June 17, 2024.** *See Check Report file.*

15. ADJOURN

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

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

The meeting adjourned at 11:17 a.m.

REGULAR MEETING OF THE BOARD, NOVEMBER 19, 2024

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

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

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

2. INVOCATION
The meeting opened with a prayer led by Pastor Daryl Brezee, with the Ridgewood Bible Church in Sebring.

3. PLEDGE OF ALLEGIANCE
The Pledge of Allegiance was led by Veteran Services Officer Denise William.

4. SWEARING-IN CEREMONY

A. Swearing-in of Commissioner Kevin J. Roberts by The Honorable Eric T. Zwayer, Highlands County Tax Collector
Commissioner Kevin Roberts was sworn in by the Honorable Eric T. Zwayer, Highlands County Tax Collector. ***See SMB 155 Page 168.***

B. Swearing-in of Commissioner Scott A. Kirouac by The Honorable Judge Peter Estrada.
Commissioner Scott Kirouac was sworn in by the Honorable Judge Peter Estrada. ***See SMB 155 Page 169.***

C. Swearing-in of Commissioner Chris Campbell by Carey A. "Bo" Hardee, III.
Commissioner Chris Campbell was sworn in by Carey A. "Bo" Hardee, III. ***See SMB 155 Page 170.***

5. ELECTION OF THE CHAIR AND VICE-CHAIR
Laurie Hurner, County Administrator, on behalf of the Commissioners and the county, presented a plaque to Commissioner Roberts, as outgoing Chairman.

A. Request by presiding Chair Roberts to open nominations for Chairperson.
Chairman Roberts opened nominations for chairperson.

Commissioner Elwell moved to nominate Commissioner Arlene Tuck as the Chair. Commissioner Roberts stated a seconding of the motion was not needed.

There being no further nominations, Commission Roberts called for a vote.

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 155 Page 171.***

Commissioner Roberts passed the gavel to the new Chairperson, Commissioner Tuck.

B. Request by the Chairperson to open nominations for Vice-Chairperson.
Chairperson Tuck opened nominations for vice-chair.

Commissioner Campbell moved to nominate Commissioner Elwell as vice-chair.

There being no further nominations, Chairperson Tuck called for a vote.

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 155 Page 172.***

6. ANNOUNCEMENTS

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

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

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

7. CONSTITUTIONAL OFFICERS - ANNOUNCEMENTS:

No announcements.

8. RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:

A. Request approval of a Proclamation recognizing November 20th, 2024 as "GIS Day" in Highlands County, Florida.

Carley Fitzgerald, GIS Manager, presented the request and read the proposed Proclamation into the record.

Commissioner Kirouac moved approval of the Proclamation recognizing November 20, 2024, as "GIS Day" in Highlands County. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 37 Page 28 & SMB 155 Page 173.***

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

Fire Chief Kelly Duppenthaler and Deputy Chief Dustin Fitch presented the promotion of Anthony Perez to Battalion Chief. Battalion Chief Perez was pinned by a family member. ***See SMB 155 Page 174.***

C. Request to recognize J.D. Langford as the new Assistant County Administrator for Highlands County.

Laurie Hurner, County Administrator, recognized J.D. Langford as the new Assistant County Administrator. Mr. Langford addressed the Board and thanked them for the opportunity to serve in this capacity. ***See SMB 155 Page 175.***

9. PUBLIC COMMENT

10. CONSENT AGENDA

Sherry Sutphen, County Attorney, recognized the agenda addendums added to the consent and action agenda.

Jerome Kaszubowski, Clerk of Courts, requested item 8J be pulled from today's agenda and brought back at the next meeting. Sara Beth Murphy, Executive Manager of Business and Development, addressed the proposed amendment to the agreement. The Commission concurred to pull the item and bring back to the Board the first meeting in December.

Commissioner Roberts moved approval of the consent agenda, and concurrently pull item 10J, and add item 10M. Commissioner Elwell seconded the motion.

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

A. **Request approval of the job description and pay grade for the Parks & Facilities Administrative Assistant position.** *See SMB 155 Page 176.*

B. **Request approval of Budget Amendment 24-25-014 to reappropriate CFS 24/25 due to fund shortages in projects.** *See SMB 155 Page 177.*

C. **Request adoption of Resolution 24-25-024 for Budget Amendment 24-25-015 to reappropriate infrastructure funds due to fund shortages in project.** *See Res. Book 37 Page 29 & SMB 155 Page 178.*

D. **Request approval of Amendment 1 between Highlands County and United Flag Football League, LLC.** *See Tourist Development Council file.*

E. **Request adoption of Resolution No. 24-25-025 approving Budget Amendment (BA) 23-24-191 to realign funds to Project No. 23089, CR 29 Turn Lanes and School Zone Improvements.** *See Res. Book 37 Page 30 & SMB 155 Page 179.*

F. **Approval of July 2, 2024, Regular Meeting Minutes of the Board.** *See Clerk of Courts website.*

G. **Approval of July 9th, 2024, Budget Workshop Minutes.** *See Clerk of Courts website.*

H. **Request Adoption of Resolution 24-25-029 for Budget Amendment 24-25-018 to appropriate awarded VOCA FY 24/25 grant/project funds.** *See Res. Book 37 Page 31 & SMB 155 Page 180.*

I. **Request approval of Resolution 24-25-031 the 2024-2025 Emergency Management Performance Grant (EMPG).** *See Res. Book 37 Page 32.*

J. ~~**Request approval of Amendment 1 to the Agreement between Highlands County and IBT Group USA for the design and installation of fiber optic cable.**~~ *This item was pulled.*

K. **Request approval of Interlocal Agreement between Highlands County and The Highlands County Sheriff's Office for the purpose the agreement between Highlands County and Alfred Benesch & Company for the completion of the Highlands County Comprehensive Alternative Revenue Funding Study.** *See Sheriff's Office file.*

L. **Request approval of the agreement between Highlands County and Alfred Benesch & Company for the completion of the Highlands County Comprehensive Alternative Revenue Funding Study.** *See Alfred Benesch & Company file.*

M. **Request Approval of State Housing Initiative Partnership (SHIP) Agency Agreement, Mortgage, Promissory Note, Subordinate Agreement, and Land Use Restriction Agreement (LURA) for the development of Avon Park Apartments, an 80-unit affordable and workforce multi-family rental development between Highlands County and JIC Avon Park Apartments, LLC.** *See SHIP file.*

Commissioner Elwell stepped out of the room briefly and was not present for the following item.

11. COMMITTEE ASSIGNMENTS:

A. Request appointment extension for a period of nine months of five members of the Industrial Development Authority and the Economic Development Commission including: Paul Koukos, William Lenihan, Raymond Royce, John Shoop, and John Varady.

Sara Beth Murphy, Executive Manager of Business and Development, presented the request.

Commissioner Campbell moved to approve appointment extension for a period of nine months of five members of the Industrial Development Authority and the Economic Development Commission including: Paul Koukos, William Lenihan, Raymond Royce, John Shoop, and John Varady. Commissioner Kirouac seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 155 Page 182.***

12. PUBLIC HEARING

No public hearings presented.

13. ACTION AGENDA

Commissioner Kirouac moved to set the action agenda with the addition of item 13D and the revision to item 13A. Commissioner Roberts seconded the motion.

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

A. Request adoption of Resolution 24-25-032 for Budget Amendment 24-25-020 to roll projects that were not rolled in the budget process nor completed in FY23-24 into FY24-25 according to current available balances.

Valerie Fleeger, Budget Analyst, presented the request.

Commissioner Elwell moved to adopt Resolution 24-25-032 for Budget Amendment 24-25-020 to roll projects that were not rolled in the budget process nor completed in FY23-24 into FY24-25 according to current available balances. Commissioner Kirouac seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 37 Page 33 & SMB 155 Page 183.***

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

Sheriff Paul Blackman presented the request.

Commissioner Roberts moved to approve Budget Amendment 23-24-192 to realign Sheriff's budgeted funds within the General, Crime Prevention, and E911 Operations Funds. Commissioner Campbell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 155 Page 184.***

C. Request approval of Amendment 2 to Agreement between Highlands County and Comanco Environmental Corporation for the Highlands County Solid Waste Management Center Class I Cell 5 Landfill Expansion.

Bob Diefendorf, Assistant Critical Infrastructure Director, presented the request.

Commissioner Kirouac moved to approve Amendment 2 to the Agreement between Highlands County and Comanco Environmental Corporation for construction of the Highlands County Solid Waste Management Center (HCSWMC) Class I Cell 5 Landfill Expansion. Commissioner Elwell seconded the motion.

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

D. Request adoption of Resolution 24-25-034 pertaining to the honorary designation of a portion of U.S. Highway 27 as "Deputy William Gentry, Jr. Highway".

Sheriff Paul Blackman presented the request and read the Resolution into the record.

Commissioner Campbell moved to approve Resolution 24-25-034 pertaining to the honorary designation of a portion of U.S. Highway 27 as "Deputy William Gentry, Jr. Highway". Commissioner Kirouac seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 37 Page 34 & SMB 155 Page 185.***

14. COUNTY ADMINISTRATOR AND LEGAL

A. County Attorney Status Report

Sherry Sutphen, County Attorney, provided updates to the County Attorney Long Range Log. ***See SMB 155 Page 186.*** Ms. Sutphen congratulated the commissioners that were sworn in earlier and the new chair and vice-chair.

B. Commissioner's Priorities and the Project Status Report. *See SMB 155 Page 187.*

Laurie Hurner, County Administrator, congratulated the commissioners on their re-elections and welcomed the new chair and vice-chair.

Corey Admundsen, Emergency Management Manager, and Bob Diefendorf, Assistant County Infrastructure Director, provided an update regarding the hurricane debris clean-up, the D-Snap program currently in place for Highlands, and stated that as of today, 9,950 county residents have registered for FEMA assistance. The Commission thanked Mr. Admundsen for the prompt updates provided to the Commission during the aftermath of Hurricane Milton and thanked both gentleman for the updates today.

15. COMMISSIONERS

Commissioner Elwell congratulated former chair, Commissioner Roberts, and stated he did a great job over the last year, and congratulated the re-elected commissioners, as well as the newly elected chair, Commissioner Tuck.

Commissioner Campbell stated he would like staff to look at the possibility of moving the Clerk's IT department under the Board.

Commissioner Kirouac congratulated the chair and vice-chair for their appointments and the other commissioners for their re-elections. Commissioner Kirouac also congratulated JD Langford for his new position as assistant county administrator. Commissioner Kirouac commented on the Ag Venture event that took place last week.

Commissioner Roberts echoed Commissioner Kirouac's comments.

Commissioner Tuck also congratulated Mr. Langford for his new position and thanked the Board for nominating her as chair.

16. INFORMATIONAL

A. Letter of Support for the Champion for Children Foundation for grant funding from Heartland for Children. *See SMB 155 Page 188.*

B. Board payables from November 19, 2024, through December 2, 2024. *See Check Report file.*

17. ADJOURN

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

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

The meeting adjourned at 11:10 a.m.

SPECIAL MEETING OF THE BOARD, NOVEMBER 26, 2024

1. The meeting was called to order at 9:02 a.m., in the Highlands County Board of County Commission Chambers at 600 S. Commerce Ave., Sebring, Florida, with the following members present:

Commissioner Arlene Tuck **Commissioner Don Elwell**
Commissioner Scott Kirouac **Commissioner Kevin Roberts**

Commissioner Chris Campbell was absent from this meeting.

Also, present: Laurie Hurner, County Administrator; JD Langford, Assistant County Attorney, Sherry G. Sutphen, County Attorney; Sally Hood, Accounting & Finance Director; and Savannah R. Demeri, Deputy Clerk.

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

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

PLEDGE
The Pledge of Allegiance was led by Brian Grant, U.S. Army, Post Commander American Legion Post 69.

3. CONSENT AGENDA
Commissioner Kirouac moved approval of the Consent Agenda as presented. Commissioner Roberts seconded the motion.

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

A. Request adoption of Resolution 23-24-035 for Budget Amendment 23-24-193 for the Clerk of Courts FY 23-24 yearend cleanup and post additional revenue received. *See Res. Book 37 Page 36 & SMB 155 Page 190.*

B. Request adoption of Resolution 24-25-036 for Budget Amendment 23-24-194 to realign the Supervisor of Election's budgets for FY23/24 and post additional revenue received. *See Res. Book 36 Page 37 & SMB 155 Page 191.*

C. Request adoption of Resolution 24-25-039 for Budget Amendment 23-24-197 for FY 23/24 end-of-year cost center cleanup for the Special Benefit Districts. *See Res. Book 37 Page 38 and SMB 155 Page 192.*

4. ACTION AGENDA
Commissioner Elwell moved to approve the Action Agenda as presented. Commissioner Kirouac seconded the motion.

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

A. Request adoption of Resolution 24-25-037 for Budget Amendment 23-24-195 for FY 23/24 end-of-year cost center cleanup for budgets exceeded.

David Nitz, OMB Manager, presented the request.

Commissioner Roberts moved to approve Resolution 24-25-037 for Budget Amendment 23-24-195 for FY 23/24 end-of-year cost center cleanup for budgets exceeded. Commissioner Elwell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 37 Page 39 and SMB 155 Page 193.***

B. Request adoption of Resolution 24-25-038 for Budget Amendment 23-24-196 for FY 23/24 fiscal-year-end project budgets exceeded and adjustments.

David Nitz, OMB Manager, presented the request.

Commissioner Kirouac made a motion to approve Resolution 24-25-038 for Budget Amendment 23-24-196 for FY 23/24 fiscal-year-end project budgets exceeded and adjustments. Commissioner Elwell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 37 Page 40 and SMB 155 Page 194.***

5. ADJOURN

Commissioner Kirouac made a motion to adjourn the meeting.

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

The meeting adjourned at 9:15 a.m.

REGULAR MEETING OF THE BOARD, DECEMBER 3, 2024

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

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

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

2. INVOCATION
The meeting opened with a prayer led by Chantel Parris, with the Bountiful Blessings Church of God in Sebring.

3. PLEDGE OF ALLEGIANCE
The Pledge of Allegiance was led by Michelle Masters, Assistant Veterans Services Officer.

Request approval of a Proclamation recognizing December 12, 2024, as "Petty Officer Third Class Robert Ingram Day".
Lauri Hurner, County Administrator, presented the request and read the Proclamation into the record.

Commissioner Roberts moved approval of the Proclamation recognizing December 12, 2024, as Petty Officer 3rd Class Robert Ingram Day.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 37 Page 44 & SMB 155 Page 208***.

Commissioner Roberts shared that the opening of the Medal of Honor Memorial will take place on Wednesday, December 12, 2024, at 10:00 a.m.

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

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

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

5. CONSTITUTIONAL OFFICERS - ANNOUNCEMENTS:
Jerome Kaszubowski, Clerk of Courts, shared that Highlands County has received the top honors award for their Annual Comprehensive Financial Report for the 40th consecutive year.

6. RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:
A. County Administrator Laurie Hurner Presentation of Years of Service Awards
Years of Service Awards were presented to Paul Ferrell, Michelle Armstead, O'Neil Parchment, Travis Williams, John Poynor, Timothy Langston, Gloria Rybinski, and Steven Arnold. ***See SMB 155 Page 195.***

~~B. Presentation to Employee of the 3rd Quarter of 2024.~~

This item will be presented at the next Board meeting. ***See SMB 155 Page 196.***

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

Laurie Hurner, County Administrator, presented the request.

Commissioner Kirouac moved to concur with the Florida Department of Health's appointment of Jennifer Hood as the Administrator of the Florida Department of Health in Highlands County. Commissioner Ewell seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 155 Page 197.***

7. PUBLIC COMMENT

Mr. Daniel Hunnewell, Avon Park resident, addressed the Board with concerns regarding business permit denials and provided the Board with a presentation. A copy was provided to the Clerk to become part of the permanent record. ***See SMB 155 Page 198.***

Mr. Eddie Fitch, Sebring resident, shared he is waiting on a meeting to address his concerns pertaining to financial questions with the Highlands County Fire Rescue. Ms. Hurner stated she will provide him with possible dates after the meeting.

Mr. Larry Roberts, American Legion Post 69, announced that Friday, January 3rd, there will be a ceremony remembering Veterans who served in the Vietnam War.

8. CONSENT AGENDA

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

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

A. Request acceptance of the State Fire Marshal Grant application and request adoption of Resolution 24-25-027 for Budget Amendment 24-25-017 to acquire decontamination equipment for Highlands County Fire Rescue. *See Res. Book 37 Page 41 & SMB 155 Page 199.*

B. Request acceptance of the State Fire Marshal Grant application and request adoption of Resolution 24-25-026 for Budget Amendment 24-25-016. *See Res. Book 37 Page 42 & SMB 155 Page 200.*

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

D. Request approval of the agreement between Accenture LLP and Highlands County. *See Accenture LLP file.*

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

F. Request approval of the Board Meeting Minutes from the July 16, 2024, Regular Meeting, July 16, 2024, Budget Workshop, August 2, 2024, Emergency Meeting, and August 6, 2024, Regular Meeting. *See Clerk of Courts website.*

9. COMMITTEE ASSIGNMENTS:

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

Eric Longshore, Building Official, presented the request.

Commissioner Kirouac moved approval to appoint Gerald R. Wessels as alternate member to the Construction and Licensing Enforcement and Appeals Board with term expiring December 3, 2028. Commissioner Roberts seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 155 Page 201.***

10. PUBLIC HEARING

No public hearings presented.

11. ACTION AGENDA

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

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

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

Jonathan Harrison, Road & Bridge Director, presented the request.

Commissioner Campbell moved to continue construction of the Markland Lane Project $23088. Commissioner Roberts seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 155 Page 202.***

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

Laurie Hurner, County Administrator, presented the request.

Commissioner Campbell moved approval of Resolution 24-25-040 for Budget Amendment 24-25-022 to increase the Sheriff's FY24/25 adopted budget. Commissioner Kirouac seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See Res. Book 37 Page 43 & SMB 155 Page 203.***

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

Laurie Hurner, County Administrator, presented the request.

Commissioner Elwell moved approval to authorize the Highlands County Road & Bridge Department to demolish and replace an asphalt area of the fairgrounds pursuant to Florida Statutes, Section 616.11. Commissioner Kirouac seconded the motion.

Upon roll call, all Commissioners voted aye. The motion carried. ***See SMB 155 Page 204.***

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

Ingra Gardner, Community Programs Director, presented the request.

Commissioner Kirouac moved approval of the Subordination and Intercreditor Agreement and Subordination Agreement for the development of Avon Park Apartments, an 80-unit affordable and workforce multi-family rental development. Commissioner Roberts seconded the motion.

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

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

Laurie Hurner, County Administrator, presented the request for direction from the Board, and stated four (4) of the 57 counties staff contacted use the business model where the Clerk of Courts runs IT services.

The Commission addressed their concerns and concurred to look at the pros and cons of moving forward. Jerome Kaszubowski, Clerk of Courts, provided a history of how the Clerk's office came about providing IT services to Board departments.

Ms. Hurner stated staff will begin their research and have conversations with everyone involved and will keep the Board updated as they explore this possibility. ***See SMB 155 Page 205.***

12. COUNTY ADMINISTRATOR AND LEGAL

A. County Attorney Status Report

Sherry Sutphen, County Attorney, presented the County Attorney Long Range Log. ***See SMB 155 Page 206.***

B. Commissioner's Priorities and the Project Status Report

Laurie Hurner, County Administrator, stated meetings will resume with managers from the districts and municipalities, and commented on the accomplishments of JD Langford, Assistant County Administrator, with department directors. ***See SMB 155 Page 207.***

13. COMMISSIONERS

Commissioner Kirouac commented on the Avon Park Christmas Parade that took place last night and reminded the public that the Sebring Christmas Parade will take place this Friday, and the Lake Placid Christmas Parade will take place on Saturday, December 14th.

Commissioner Roberts stated he enjoyed the Avon Park Christmas Parade and reminded everyone of the Medal of Honor Memorial Building grand opening on December 12, 2024, at 10:00 a.m., and the ribbon cutting ceremony of the Willie Downs Multi-Housing Development on December 18, 2024, at 10:00 a.m.

Commissioner Elwell questioned the status of the county administrator evaluations. Ms. Hurner stated this item will be presented on the upcoming Board meeting agenda. Commissioner Elwell shared that the Pistons and Props event will take place this weekend at the Sebring International Raceway, and stated he is looking forward to the Medal of Honor building grand opening.

Commissioner Campbell stated he too enjoyed the Avon Park Christmas parade and shared he will be attending the Florida Association of Counties legislative conference tonight.

Commissioner Tuck stated she too enjoyed the Avon Park Christmas parade and shared that Lake Placid will hold a tree lighting ceremony tonight at the Journal Plaza. Commissioner Tuck announced that the Natural Resources Advisory Committee will hold a meeting tomorrow, December 4, 2024, at 4:00 p.m. at the Ag Center.

Ms. Hurner reminded everyone about the 4-H Kid's Business Fair event taking place this weekend.

14. INFORMATIONAL

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

B. **Board payables from December 3, 2024, through December 16, 2024.** *See Check Report file.*

15. ADJOURN

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

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

The meeting adjourned at 10:55 a.m.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **January 7, 2025**

PRESENTER: **Leah Sauls, Development Services Director Casey Hartt, Lead Marketing Consultant**

SUBJECT/TITLE: **Request approval to apply for Florida Community Trust (FCT) grant with up to $500,000 in matching funds from Fund 152 - Tourist Development Trust, Cost Center 5309 -Asset Development.**

STATEMENT OF ISSUE

In the latest sports recreation facility feasibility study delivered to the TDC, one of the recommendations was to expand the footprint of the current sports complex to accommodate larger state and national events. TDC staff recognizes that applying for a land acquisition matching grant would support the TDC's efforts to best leverage tourism development tax funds available for asset enhancement. The Board of County Commissioners on September 5, 2024 at the regularly scheduled meeting approved staff to apply for a Florida Recreation Development Assistance Program (FRDAP) Grant to obtain funding to support TDC efforts in possible land acquisition for expanding the footprint at the Highlands County Multi-Sport Complex. In beginning the application process, holding conversations with other departments, and researching the grant's history, staff determined the application would not score high enough to win the grant, so staff began researching other grant options. They were informed of the FCT grant, and determined it would be a better use of matching funds. On December 16 at a special meeting, the TDC voted to approve up to $500,000 from Fund 152 - Tourist Development Trust, Cost Center 5309 -Asset Development be used for matching funds towards the FCT grant. This specific amount is being defined only for purposes of the grant application, and is not indicative of the amount the TDC is nor amount the BOCC would be willing to purchase any property for.

RECOMMENDED ACTION

Move to apply for Florida Community Trust (FCT) grant with up to $500,000 in matching funds from Fund 152 -Tourist Development Trust, Cost Center 5309 -Asset Development.

FISCAL IMPACT

The fiscal impact would be in the amount up to $500,000 to Fund 152 (Tourist Development Trust) Cost Center 5309 (Asset Development). The true fiscal impact to Fund 152, Cost Center 5309 is unknown at this time, as prospective land prices have not yet been negotiated.

Attachments: 12.16.24 TDC presentation.pdf

Highlands County Tourist Development Council (TDC) Meeting

December 16, 2024

Previously Approved by TDC & BOCC

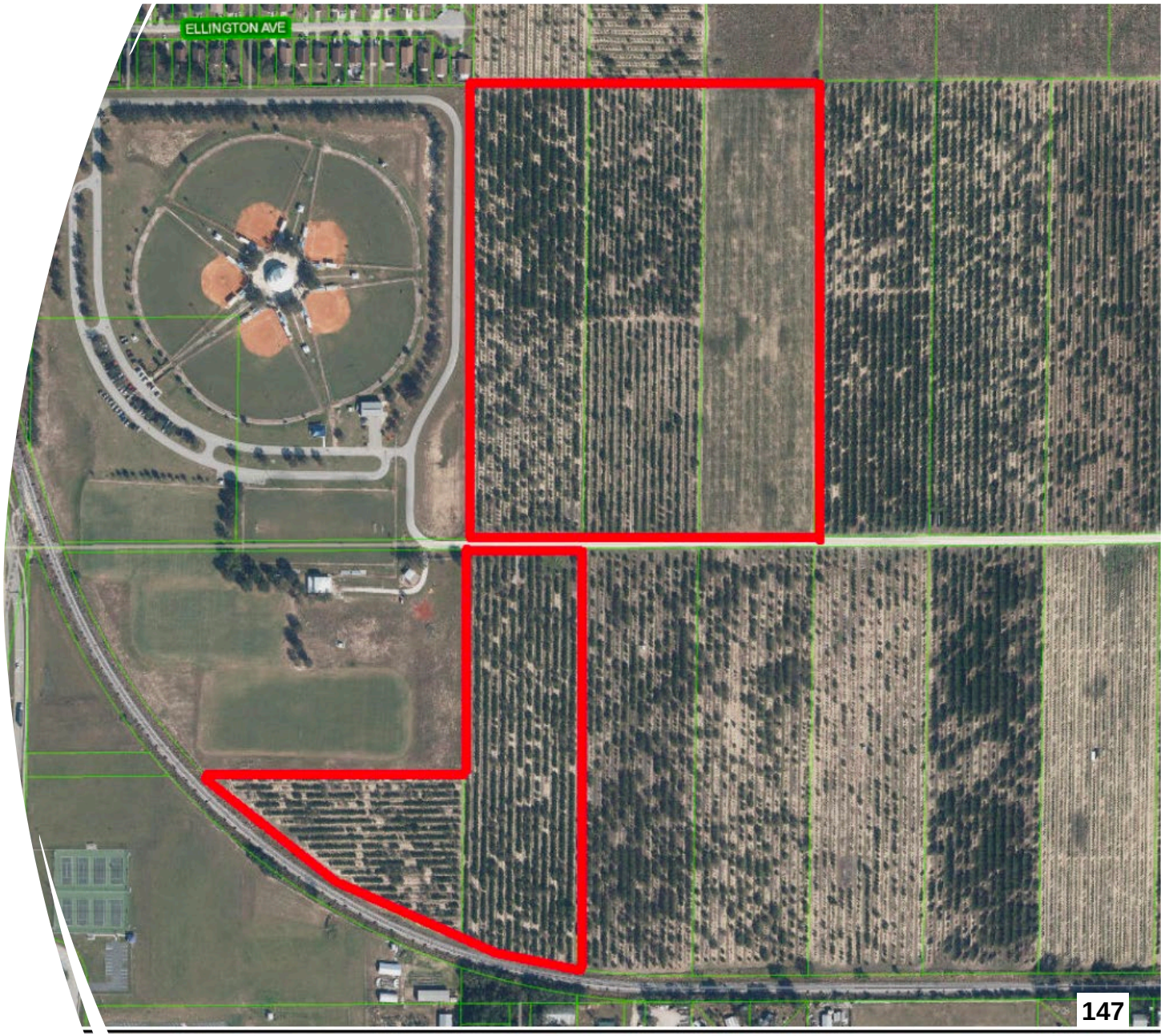
- **Key Budget Recommendations**
  Asset/3rd Penny – Acct 5309

- **Sports Complex Land Purchase** – Option to purchase additional 30+/- acres on east side of current Sports Complex. Recommend TDC portion of purchase price up to $250,000 with matching FRDAP grant of $200,000.

Property for Purchase Consideration

- Five parcels
- 43.87 acres total
- Bottom parcels have RR setbacks
- Owner would be interested in leasing back for existing citrus crop(s)
- Parcels owned by same entity
- Appraisal came back at $724,000 ($16,500/acre)
- Anticipate up to $30,000 for due diligence (appraisals, environmental, survey, title work, real estate costs)

AERIAL MAP



Conceptual Development/Use #1

Conceptual Development/Use #2

Sebring, Florida Outdoor Field Complex

October 22, 2024

Site Concept Version 2

1. New Multi-purpose Fields
2. New Parking
3. Playground
4. Existing Ballfield Diamond Complex
5. Existing Multi-purpose Fields
6. New Youth Baseball/Softball diamonds with multipupose fields

Below is a list of events Airstream Ventures and Synergy Sports believes expansion of the Sports Complex would potentially attract:

- Youth Tackle Football National Championships
- Australian Rules Football Regionals
- Increased Quantity and Size of Lacrosse Tournaments
- USA Ultimate Championships
- Spikeball National Championship
- USA Rugby Championships
- 8U-16U Baseball
- Increased 8U-16U Fastpitch Softball
- Cricket
- USA Archery and 3D Archery
- Increased Quantity and Size of Flag Football Tournaments
- Soccer Training sites for USL and MLS teams
- Regional/National Youth soccer tournaments and showcases
- USA Handball (outdoor)

Florida Communities Trust – FCT
Parks and Open Space Florida Forever Program

The Florida Communities Trust is a state program that provides grants for the acquisition of land for community-based parks, open-spaces, stormwater parks, and greenways and trails that further the outdoor recreation and natural resource protection needs identified in local government comprehensive plans.

The program allows for grants to be awarded for properties acquired during the last 24 months from the application deadline.

Application Deadline: January 25, 2025

Maximum Grant Amount: $5 million (Can submit multiple applications up to amount)

Eligible Projects:

1. Properties to be purchased in the next two years
2. Purchases of properties that have been acquired within the last two years from the application cycle due date.

Matching Requirements:

Communities with less than 10,000 –	No match is required. (Projects with matching funds are awarded additional points.)
Communities with more than 10,000 -	A 25% match is required. (Projects with higher matches are awarded additional points.)

*With FCT, if entry fees are charged for those to enter the property, the money derived would have to go back into operation, maintenance and improvements of the site/facility.

*Can add $30,000 for due diligence (appraisals, environmental, survey, title work, real estate costs) to grant request.

Staff Recommendations

If TDC would like to move forward with property purchase, the Board can ask TDC staff, County attorney and County administrator to move forward with negotiations.

- Option to bring back update or approval to TDC at the January 30 TDC Board meeting.

If TDC would like to pursue Florida Community Trust grant, authorize up to $500,000 in matching grant funds provided by TDC.

- BOCC must authorize an “up to” grant amount prior to starting grant application.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **Jan 7, 2025**

PRESENTER: **Paul Blackman, Sheriff**

SUBJECT/TITLE: **Request approval of the PSAP Amendment to the original Next Gen Agreement for year 1.**

STATEMENT OF ISSUE

Attached is a PSAP Amendment to the Original Next Gen Agreement for year 1 for the Chairâ€™s signature to amend the Agreement to include additional statutory requirements for this Agreement which affect the responsibilities of the Recipient and the Department, including the period of the Agreement, the Departmentâ€™s Point of Contact, and the electronic and physical delivery addresses for the document submission.

RECOMMENDED ACTION

Move to approve the PSAP Amendment to the original Next Gen Agreement for year 1.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Sheriff_9-05-2024 Approved Agenda Item - (2 E911 Grants).pdf
Attachments: Sheriff_Highlands County PSAP Amendment 1_signed by INdigital.pdf

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: Sep 5, 2024

PRESENTER: Paul Blackman, Sheriff

SUBJECT/TITLE: Request acceptance of two (2) Next Gen E911 Grants for signature.

STATEMENT OF ISSUE

Attached is a one-year Next Gen E911 grant award in the amount of $195,152.32 for Year 1 and a four-year Next Gen E911 grant award in the amount of $511,807.68 for Years 2-5 for a total of five years. Both require the Chairs signature.

RECOMMENDED ACTION

Move to approve and accept FL Department of Management Services Agreement No. DMS-P1-24-07-05 in the amount of $195,152.32 and State Grant Award Number: S26-24-07-08 in the amount of $511,807.68 with no required match and authorize the chair to sign accordingly.

FISCAL IMPACT

The fiscal impact will be an increase to Fund 122 (E911) and the overall budget in the amount of $706,960.00 in FY24-25 when the projects come back to the Board to be set up.

Attachments: Sheriff - DMS-P1-24-07-05 PSAP Upgrade Project Contract -Highlands080924.pdf
Sheriff - DMS-P1-24-07-05 PSAP Upgrade_SOW_FINAL_Highlands County080924.pdf
Sheriff - Highlands County_StateGrant S26-24-07-08_CLEAN.pdf
Sheriff - Highlands_Spring 2024_State GrantAward.pdf

Department of
MANAGEMENT
SERVICES
We serve those who serve Florida

4050 Esplanade Way
Tallahassee, FL 32399-0950
850-488-2786

Ron DeSantis, Governor
Pedro Allende, Secretary

STATE-FUNDED AGREEMENT

FOR

NGCS IMPLEMENTATION PROJECT

DMS-P1-24-07-05

BETWEEN

THE STATE OF FLORIDA

DEPARTMENT OF MANAGEMENT SERVICES

AND

HIGHLANDS COUNTY

STATE-FUNDED AGREEMENT

This State-Funded Agreement (Agreement) is between the Florida Department of Management Services (Department), 4030 Esplanade Way, Tallahassee, Florida, 32399, and Highlands County (Recipient), 400 S Eucalyptus St, Sebring, FL 33870.

The Department and Recipient agree as follows:

(1) AUTHORITY

A. The Department has been appropriated general revenue funds for the State fiscal year 2024–2025, specifically appropriation line 2971, the nonrecurring sum of $12,000,000 from the Emergency Communications System Trust Fund, Chapter 2024-25, Laws of Florida, to fund the Public Safety Answering Point Upgrades. The Department has the authority, in accordance with section 282.702 Florida Statutes (F.S.), to enter into this Agreement and to disburse the appropriated funds to the Recipient under the terms and conditions set forth below.

B. In accordance with section 215.971, F.S., the Department has the authority to monitor the portion of the State of Florida appropriated funds for the Public Safety Answering Point Upgrades.

(2) LAWS, RULES, REGULATIONS, AND POLICIES

A. This Agreement is executed and entered into in the State of Florida and will be performed, construed, and enforced in accordance with the laws, rules, and regulations of the State of Florida. Each party will perform its obligations in accordance with the terms and conditions of this Agreement.

B. The parties shall be governed by all applicable State and Federal laws, rules, and regulations, including but not limited to those identified in Attachment B, Program Statutes, and Regulations. Any express reference in this Agreement to a statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

A. In accordance with section 215.971(2), F.S., the Department's Project Manager is responsible for enforcing the performance of this Agreement's terms and conditions and will serve as the Department's liaison with the Recipient. As part of the duties, the Project Manager for the Department will:

i. Monitor and document Recipient performance of the terms of this Agreement;
ii. Review and document all deliverables for which the Recipient requests payment; and,
iii. Reconcile and verify all funds received against all funds expended during the agreement period and produce a final reconciliation report which identifies any funds paid in excess of the expenditures incurred by the Recipient.

B. Project Managers

i. The name and address of the Department's Project Manager responsible for the administration of this Agreement is:

Leon Simmonds
4030 Esplanade Way
Tallahassee, Florida 32399
850-921-0041
Leon.simmonds@dms.fl.gov

ii. The name and address of the Recipient's Agreement Manager responsible for the administration of this Agreement is:

Shane Smith
Highlands County, 911 Coordinator
600 E Commerce Ave
Sebring, FL 33870
Telephone:863-402-7375
Email: smsmith@highlandssheriff.org

The Recipient's Agreement Manager is responsible for monitoring the performance of this Agreement's terms and conditions and will serve as the Recipient's liaison with the Department. As part of the duties, the Agreement Manager for the Recipient shall provide the Department with all reports in accordance with Section 15, Reports, of this Agreement, as well as any other required reports or documents under this Agreement.

C. In the event that different Managers or addresses are designated by either party after execution of this Agreement, a notice of the name, title, and address of the new Manager will be provided to the other party in writing. Such changes do not require a formal written amendment to the Agreement.

(4) TERMS AND CONDITIONS
This Agreement consists of this State-Funded Agreement and all incorporated attachments and exhibits, which set forth the entire understanding of the parties and supersede all prior agreements and understanding related to the subject matter thereof.

(5) EXECUTION
This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

(6) MODIFICATION
Either party may request a modification of provisions of this Agreement via a formal amendment, which shall be valid only when in writing, signed by each of the parties, and attached to the original version of this Agreement.

(7) SCOPE OF WORK
The Recipient shall perform the work in accordance with Attachment A, Scope of Work and Budget, of this Agreement.

(8) PERIOD OF AGREEMENT

A. In accordance with section 215.971(1)(d), F.S., the Recipient may expend funds authorized by this Agreement only for allowable costs from obligations incurred during the Agreement period. This Agreement shall begin upon execution by both parties or August 1, 2024 whichever is later and shall end on June 30, 2025, unless:

i. The Department requests and receives from the Florida Legislature an extension for one (1) year to reflect changes to the funding source; or
ii. The Agreement is terminated earlier in accordance with Section 20, Termination, of this Agreement.

B. The Department does not guarantee an extension or renewal of this Agreement or funding beyond the term of this Agreement and shall not, absent legislative approval of funding, be obligated to extend this Agreement beyond June 30, 2025. This Agreement may be renewed on a yearly basis, contingent upon a specific appropriation by the Legislature. Renewals must be in writing, subject to the same terms and conditions as set forth in the initial contract, made by mutual agreement, and will be contingent upon satisfactory fiscal and programmatic performance evaluations as determined by the Department, and subject to the availability of funds.

(9) FUNDING

A. Funding for this Agreement consists of the awarded state resources set forth in the below-listed Exhibit 1, Audit Requirements.

B. The method of payment for this Agreement is cost reimbursement or rural payment pursuant to section 215.971(1)(h), F.S. and subject to the availability of funds.

C. In accordance with Legislative Appropriation 2971, Chapter 2024-25, Laws of Florida, funds shall only be used to reimburse Recipient expenditures or pay for allowable costs incurred by a Rural Recipient for Recipient's NGCS Implementation project.

D. Recipient must demonstrate the receipt of state funds generates a positive return on investment for the State of Florida, which can include, but is not limited to, improved public health and safety. The Recipient must document and report to the Department the positive returns on investment associated with the spending of such funds in accordance with Section 15, Reports, of this Agreement.

E. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

F. The Department will reimburse or provide rural payment to the Recipient only for allowable costs incurred by the Recipient for the successful completion of each deliverable. The maximum reimbursement amount for the entirety of this Agreement is $195,152.32.

G. The Department will review any request for reimbursement or rural payment by comparing the documentation provided by the Recipient's Agreement Manager against a performance measure, outlined in Attachment A, that clearly delineates:

i. The required minimum acceptable level of service to be performed; and,
ii. The criteria for evaluating the successful completion of each deliverable.

H. For the purposes of this Agreement, the Department shall consider payments made by Recipient to be improper under the following circumstances:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements.
ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.
iii. Any payment for Management Consulting or Feasibility Studies.

(10) REQUEST FOR REIMBURSEMENT

A. Subject to the funding limitations of this Agreement, the Department shall reimburse the Recipient only for allowable costs resulting from incurred obligations pursuant to section 216.301, F.S., in furtherance of the successful completion of tasks outlined in Attachment A and defined in the recipient's NGCS contract. The Recipient may submit more than one (1) request for reimbursement under this deliverable. However, no reimbursement shall duplicate any previous reimbursement.

B. Recipient will submit, at minimum, quarterly requests for reimbursement of funds (See Attachment D) by email to the Project Manager.

C. All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof and shall be accompanied by all supporting documentation required for reimbursement including, but not limited to, copies of purchase orders and paid vouchers, invoices, copies of check processing, and journal transfers. Reimbursement claims shall include only expenditures claimed against the appropriated funding amount. Requests for reimbursement for Recipient Task 2 of Attachment A, must also contain copies of Recipient's documented inspection of activities or project milestones performed under Recipient Task 2 to verify the components meet or exceed Recipient's Contract for the NGCS Implementation project procured under Recipient Task 1.

D. The Department shall not process requests for reimbursement for payments made by Recipient that are deemed as improper payments as set forth in Section 9, Funding, of this Agreement.

E. Submission of final documents and submission for closeout of the funding does not affect the Department's right to disallow costs and recover funds based on an audit or financial review. The final request for reimbursement and supporting documentation for incurred obligations pursuant to section 216.301, F.S., shall be submitted to the Department no later than August 15, 2025.

F. The Department is not liable for approval of reimbursement by the Department of Financial Services (DFS), and Recipient is responsible for ensuring purchases and invoices are in conformance with DFS requirements. Recipient agrees to comply with the State of Florida Reference Guide for State Expenditures, available at: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

G. Any travel expense bills are not permissible or allowable under this Agreement.

(11) RURAL COMMUNITY OR RURAL AREA OF OPPORTUNITY REQUEST FOR PAYMENT

A. Pursuant to section 215.971(1)(h), F.S., if the Recipient is a Rural Community or Rural Area of Opportunity as those terms are defined in section 288.0656(2). F.S., ("Rural Recipient"), a Rural Recipient may request that the Department provide for the payment of invoices for verifiable and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement ("rural payment"). Prior to, or in conjunction with, such a rural payment request, a Rural Recipient shall submit documentation to the Department sufficiently demonstrating the financial hardship of the Rural Recipient.

B. A Rural Recipient shall submit its request to elect to receive rural payment, including any financial hardship documentation, in writing to the Department's Project Manager specified in the Agreement. Following demonstration of financial hardship and the initial request to elect to receive rural payment, subsequent requests for payment and all necessary documentation, including the Attachment I, Request for Payment to Rural Communities or Rural Areas of Opportunity, for incurred and appropriate costs shall be submitted in writing to the Department's Project Manager.

C. The Rural Recipient is responsible for ensuring all documentation related to Rural Recipient's Project is readily available to the Department upon request and is in conformance with the Department of Financial Services requirements. Rural Recipient will submit requests for rural payment, including Attachment I, Request for Payment to Rural Community Communities or Rural Areas of Opportunity, on a quarterly basis to the Department's Project Manager. All bills for fees or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof and shall be accompanied by all supporting documentation required for payment including, but not limited to, copies of purchase orders, invoices, and any other expenditure justifications, along with any copies of Recipient's documented inspection of activities performed under Recipient Task 2 to verify the components meet or exceed Recipient's NGCS Implementation procured under Recipient Task 1.

D. Submission of final documents and submission for closeout of the funding does not affect the Department's right to disallow costs and recover funds based on an audit or financial review. The final request for reimbursement and supporting documentation for incurred obligations pursuant to section 216.301, F.S. shall be submitted to the Department no later than August 15, 2025.

E. Funds provided to a Rural Recipient via rural payment shall only be used for allowable costs incurred by a Rural Recipient pursuant to section 216.301, F.S., in the successful completion of each deliverable outlined in Attachment A and defined in the NGCS Implementation project agreement. Funds provided shall not exceed the amount specified in Section 9, Funding, and Exhibit 1, Audit Requirements, of this Agreement.

F. Funds provided to a Rural Recipient via rural payment shall only be used for expenditures directly related to Recipient's NGCS Implementation project as specified in the Agreement.

G. The Recipient shall provide additional reports and information identified in Attachment I, Request for Payment to Rural Community or Rural Area of Opportunity, as requested by the Department's Project Manager.

(12) RECORDS

A. Pursuant to section 20.055(5), F.S., the Recipient and its subcontractors (if any) understand and shall comply with their duty to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing.

B. As required by section 215.97, F.S., and Florida Administrative Code Rule 69I-5.006, the Department, the Chief Inspector General for the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Recipient's personnel for the purpose of interview and discussion related to such documents.

C. The Recipient shall maintain any books, records, or documents for the Recipient and for all subcontractors to be paid from funds provided under this Agreement, in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by the Department under this Agreement, in a form sufficient to determine compliance with the requirements and objectives of this Agreement, and all other applicable laws and regulations.

D. The Recipient will retain sufficient records demonstrating its compliance with the terms of this Agreement for the longer of, a period of at least five (5) years from the date the audit report is issued, or the period required by the General Records Schedules maintained by the Florida Department of State, available at: https://dos.myflorida.com/library-archives/records-management/general-records-schedules/. The Recipient shall allow the Department, or its designee, DFS, or Auditor General access to such reports upon request and shall ensure that audit working papers are made available upon request by the Department or its designee, Chief Financial Officer, or Auditor General, for a period of three (3) years from the date the audit report is issued unless extended in writing by the Department.

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

(13) PUBLIC RECORDS

A. The Recipient is required to comply with the State of Florida's Public Records Law, which provides a right of access to the records of the state and local governments. The Recipient shall:

i. Keep and maintain public records required to perform the services contemplated in this Agreement;

ii. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law;

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the contract term and following the completion of the Contract if the Recipient does not transfer the records to the public agency;

iv. Upon completion of the Contract, transfer, at no cost, to the Department all public records in possession of the Recipient or keep and maintain public records required by the Department to perform the service. If the Recipient transfers all public records to the public agency upon completion of the Agreement, the Recipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Recipient keeps and maintains public records upon completion of the Agreement, the Recipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department; and

v. **IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE RECIPIENT's DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS AND MAILING ADDRESS PROVIDED IN SECTION 3, CONTACT, OF THE AGREEMENT.**

B. The Department reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., which the Recipient created or received under this Agreement.

(14) AUDITS

A. In the event the Recipient expends $750,000.00 or more in-state financial assistance during its fiscal year, the Recipient must have a State single or project-specific audit conducted in accordance with section 215.97(2)(a), F.S.; applicable DFS rules; and Chapter 10.550, Rules of the Auditor General.

B. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of section 215.97, F.S. This includes submission of a financial reporting package as defined by section 215.97, F.S., and Chapter 10.550, Rules of the Auditor General.

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

The Department of Management Services
Office of the Inspector General
4050 Esplanade Way
Tallahassee, Florida 32399-0950

The Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

C. If Recipient expends less than $750,000.00 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004, or thereafter), an audit conducted in accordance with the provisions of section 215.97(2)(a), F.S., is not required. In the event that Recipient expends less than $750,000.00 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97(2)(a), F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

D. This section does not limit the authority of the state awarding agency to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any State awarding agency inspector general, the Auditor General, or any other state official.

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

F. The Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), F.S., as "an independent certified public accountant licensed under chapter 473" and conducted in accordance with section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapter 10.550, Rules of the Auditor General. The independent auditor shall state that the audit complied with the applicable provisions noted above.

G. Upon completion of the audit, a copy of the audit report and financial reporting package must be received by the Department and the Auditor General no later than nine (9) months from the end of the Recipient's fiscal year.

(15) REPORTS

A. The Recipient shall provide the Department's Project Manager with quarterly reports and an administrative closeout report as provided in Attachment E, Quarterly Report, and Attachment H, Final Administrative Closeout Report. These reports shall include the current status and progress of the Recipient and its Contractor(s) and subcontractor(s) in completing the work described in Attachment A, the expenditure of funds under this Agreement, the positive return on investment for this project, and any other information requested by the Department.

B. Quarterly reports are due to the Department no later than thirty (30) days after the end of each quarter of the program year. They shall be sent each quarter after execution of this Agreement until submission of Attachment H. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

C. The completed Attachment H is due sixty (60) days after the termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

D. If all required reports and copies are not sent to the Department or are not completed in a manner acceptable by the Department, the Department may withhold further payments until they are completed or may take other action as stated in Section 19, Remedies. "Acceptable by the Department" means that the work product was completed in accordance with the terms in Attachment A.

E. The Recipient shall provide additional program update information identified in Attachment E, Quarterly Report, or information that may be required by the Department.

F. The Recipient shall provide additional reports and information identified in Attachment D, Request for Reimbursement of Funds, as requested by the Department's Project Manager.

G. The Recipient shall provide the information identified in Attachment H.

(16) MONITORING

A. The Recipient shall monitor its performance under this Agreement, as well as that of its Contractor(s) and subcontractor(s) and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the schedule of deliverables and Scope of Work, is being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A, of this Agreement and of the activities reported in the quarterly reports.

B. In addition to reviews of audits, monitoring procedures may include, but shall not be limited to, on-site visits by Department staff, limited scope audits, and/or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event that the Department determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Department to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Department will monitor the performance and financial management of the Recipient throughout the Agreement term.

(17) LIABILITY

A. The Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, subject to the limitation of section 768.28, F.S., Recipient

shall hold Department harmless against all claims of whatever nature by third parties arising from work performed under this Agreement.

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

(18) DEFAULT

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

A. If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Department is or becomes false or misleading in any respect.

B. If the Recipient fails to keep or perform any of the obligations, terms, or covenants in this Agreement with the Department and has not cured them in a timely fashion or is unable or unwilling to meet its obligations under this Agreement.

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

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

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

(19) REMEDIES

If an Event of Default occurs, then the Department shall provide a written notice to the Recipient and may exercise any one or more of the following remedies, either concurrently or consecutively:

A. Terminate this Agreement pursuant to the terms in Section 20, Termination, of this Agreement;

B. Withhold or suspend the payment of all or any part of a request for reimbursement or rural payment until the Recipient cures the event of default identified in the written notice;

C. Exercise any corrective or remedial actions, including but not limited to:

i. Request Recipient cure the default;
ii. Request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance;
iii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected;
iv. Advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question; or,
v. Require the Recipient to reimburse the Department for the amount of costs incurred for any items determined to be ineligible.

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

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

(20) TERMINATION

A. If the performance of the Contractor is not in compliance with the Agreement requirements, the Department may:

i. Unilaterally terminate this Agreement for cause after ten (10) days of a written notice of the termination,
ii. Notify the Contractor of the non-compliance and require correction within a specified time; otherwise, the Contract will terminate at the end of such time; or
iii. Take other action deemed appropriate by the Department.

The notice shall be effective when placed in the United States, first-class mail, postage prepaid, by registered or certified mail return receipt requested, to the address in Section 3, Contact, herein.

B. The Department may unilaterally terminate this Agreement for Recipient's refusal to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, F.S., as amended, unless exempt from section 24(a) of Article I of the State Constitution and section 119.071, F.S., or applicable State or federal law.

C. The Department may unilaterally terminate this Agreement for convenience by providing the Recipient with thirty (30) calendar days prior written notice.

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

E. In the event that this Agreement is terminated, the Recipient shall not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination.

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

(21) RESULTING THIRD PARTY CONTRACT AND SUBCONTRACTS

A. The Recipient may contract with third parties to perform work in furtherance of Recipient's NGCS Implementation project. The Recipient will be fully responsible for the satisfactory completion of all work performed under any third-party Contract(s).

B. With the Recipient's approval, the Recipient's Contractor may subcontract work performed in furtherance of the NGCS Implementation project, and the Recipient's Contractor will be fully responsible for satisfactory completion of all subcontracted work.

C. The Recipient agrees all Recipient contracts or subcontracts for which the State Legislature is in any part a funding source shall contain language requiring Contractor(s) or subcontractor(s) who are paid from funds provided under this Agreement (i) to be bound by the terms of this Agreement; (ii) be bound by all applicable State, and federal laws and regulations including, but not limited to, section 215.971, F.S. and Rule 69I-5.006(2), FAC; and (iii) hold the Department and Recipient harmless against all claims of whatever nature arising out of the performance of work under this Agreement, to the extent allowed and required by law.

D. All Recipient contracts or subcontracts for which the State Legislature is in any part a funding source shall contain language to provide for termination with reasonable costs to be paid for eligible contract work completed prior to the date the notice of suspension or termination was received by the Recipient. Any cost incurred after a notice of suspension or termination is received by the Recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Department. All Recipient contracts and subcontracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event.

E. The Recipient shall document in its Quarterly Report, Attachment E, the Contractor and/or subcontractor's progress in performing its work under this Agreement. For each Contractor or subcontractor, the Recipient shall provide a written statement to the Department as to whether that Contractor or subcontractor is a minority business enterprise, as defined in section 288.703, F.S.

(22) ATTACHMENTS

A. All attachments and exhibits listed below are incorporated in their entirety into this Agreement.

B. This Agreement has the following attachments:

Exhibit 1 – Audit Requirements
Attachment A – Scope of Work and Budget
Attachment B – Program Statutes and Regulations
Attachment C – Statement of Assurances
Attachment D – Request for Reimbursement of Funds
Attachment E – Quarterly Report
Attachment F– Warranties and Representations
Attachment G – Certification Regarding Debarment
Attachment H – Final Administrative Closeout Report
Attachment I – Request for Payment to Rural Community or Rural Area of Opportunity (Rural Payment)

C. In the event of any of these documents conflict, the conflict will be resolved in the following order of priority (highest to lowest):

- Amendments to this Agreement in reverse order.
- Attachment A
- This Agreement and Attachments B through I, in order.

(23) RETURN OF FUNDS

All refunds or repayments due to the Department under this Agreement are to be made payable to the order of "Department of Management Services" and mailed directly to the following address:

Department of Management Services
Financial Management Services
4050 Esplanade Way
Tallahassee, Florida 32399-0950

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

(24) MANDATED CONDITIONS

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

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

C. The Recipient is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S., that identify the impacts to the Recipient's ability or its affiliates' ability to respond to the competitive solicitations of a public entity; to be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity; or to transact business with a public entity if it, or its affiliates, are placed on the Convicted Vendor, Discriminatory Vendor, or Antitrust Violator Vendor Lists of the Department of Management Services. The Recipient shall promptly notify the Department if it or its suppliers, subcontractors, or consultants under this Agreement are placed on any such lists. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of $35,000.00 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

D. In addition, the Recipient shall send to the Department (by email) the completed Attachment G, Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, for each intended subcontractor that which Recipient plans to fund under this Agreement. The form must be received by the Department before the Recipient enters into a contract with any subcontractor. Pursuant to sections 287.135(5) and 287.135(3), F.S., Recipient agrees the Department may immediately terminate the Agreement for cause if the subcontractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel.

E. The Recipient and its subcontractors have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees in accordance with section 448.095, F.S. By executing this Contract, the Recipient certifies that it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The Recipient must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract. The Recipient shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Department's Contract Manager within five (5) days of Contract execution.

This section serves as notice to the Recipient regarding the requirements of section 448.095, F.S., specifically sub-paragraph (5)(c)1., and the Department's obligation to terminate the Contract if it has a good faith belief that the Recipient has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Recipient will not be eligible for award of a public contract for at least one (1) year after the date of such termination. The Department will promptly notify the Recipient and order the immediate termination of the contract between the Recipient and a subcontractor performing work on its behalf for this Contract should the Department have a good faith belief that the subcontractor has knowingly violated section 448.09(1), F.S.

F. Any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

G. All expenditures of state financial assistance shall be in compliance with the laws, rules, and regulations applicable to expenditures of State funds, including but not limited to the Regulations listed in Attachment C, Statement of Assurances.

H. The Agreement may be charged only with allowable costs resulting from obligations incurred pursuant to section 216.301, F.S., during the term of the Agreement.

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

J. The Recipient shall remain obligated to return to Department any funds expended that do not comply with the terms and conditions of this Agreement.

K. The Recipient shall remain obligated to return to Department any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of this Agreement.

L. Funds refunded to Department from the Recipient for failure to perform as required under this Agreement may be expended only in direct support of the Highlands County NGCS Implementation project.

M. The Recipient is hereby informed of the provisions of Chapters 273 and 274, F.S., which identifies recordkeeping and inventory of state-owned tangible personal property, and such property owned by local governments. For requirements of this section, nonexpendable property is the same as "property" as defined by sections 273.02 and 274.02(1), F.S.

All nonexpendable property purchases under this Agreement shall be listed on the property records of the Recipient who shall be primarily responsible for the supervision, control, and disposition of the property in accordance with applicable law. Following the termination of this Agreement, the Recipient's use, retention, control, and disposition of this property shall be in accordance with Attachment A, Scope of Work and Budget, of this Agreement.

(25) LOBBYING PROHIBITION

A. In accordance with sections 11.062 and 216.347, F.S., funds received under this Agreement are not to be used for the purpose of lobbying or used to directly or indirectly influence legislation or any other official action by the Florida Legislature, the judicial branch, or any state agency.

B. The Recipient certifies, by its signature to this Agreement, that it shall comply with this provision.

C. The Recipient shall ensure in any agreements with subcontractors where a contractor or subcontractor receives payment under this Agreement, the terms shall include this lobbying prohibition and shall require such subcontractors to certify their compliance with this provision.

(26) PROMPT PAYMENT AND VENDOR OMBUDSMAN

Pursuant to section 215.422, F.S., the Department has five (5) working days to inspect and approve goods and services, unless this Agreement specifies otherwise. If payment is not available within forty (40) days, measured from the latter of the date a properly completed invoice is received by the Department, or the goods or services are received, inspected, and approved, a separate interest penalty as described by section 215.422, F.S., will be due and payable in addition to the invoice amount. A Vendor Ombudsman has been established within the Department of Financial Services and may be contacted at 850-413-5516.

(27) LEGAL AUTHORIZATION

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement.

(28) ASSURANCES

The Recipient shall comply with any Statement of Assurances incorporated as Attachment C and the Warranties and Representations incorporated in Attachment F.

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IN WITNESS, THEREOF, the parties hereto have caused this 18 page Agreement to be executed by their undersigned officials, as duly authorized, and attest that they have read the above contract and agree to the terms contained within it.

HIGHLANDS COUNTY

By: Kevin J. Roberts
Signature-Authorized County Official
Kevin Roberts

Title: Chairman

Date: 9.5.24

59-600-0661
Federal Identification Number

STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES

By: _____
Tom Berger
Deputy Secretary, Business Operations

Date: _____

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EXHIBIT 1
AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Management Services (Department) to the Recipient may be subject to audits and/or monitoring by the Department, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the Recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by Department staff to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

Part I: Federally Funded

This part is applicable if the Recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A Recipient that expends $750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT A to this form lists the federal resources awarded through the Department by this agreement. In determining the federal awards expended in its fiscal year, the Recipient shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.

2. For the audit requirements addressed in Part I, paragraph 1, the Recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.

3. A Recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the Recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Recipient resources obtained from other than federal entities).

Part II: State Funded

1. In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such Recipient (for fiscal years ending

June 30, 2017, and thereafter), the Recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT A to this form lists the state financial assistance awarded through the Department this agreement. In determining the state financial assistance expended in its fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the Recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the Recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the Recipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than state entities).

Part III: Other Audit Requirements

N/A

Part IV: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

1. The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the Recipient directly to each of the following:

a. The Department at each of the following addresses:

Electronic copies (preferred): ECBSubmissions@dms.fl.gov

or

Paper copies:

Division of Telecommunications
Department of Management Services
4030 Esplanade Way
Tallahassee, Florida 32399

b. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (https://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

4. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

Part V: Record Retention

The Recipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO, or Auditor General access to such records upon request. The Recipient shall ensure that audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

EXHIBIT A

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:

1. Federal Program A:

   N/A

2. Federal Program B:

   N/A

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:

1. Federal Program A:

   N/A

2. Federal Program B:

   N/A

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:

Matching Resources for Federal Programs:

1. Federal Program A:

   N/A

2. Federal Program B:

   N/A

Subject to Section 215.97, F.S.:

1. State Project A: Public Safety Answering Point Upgrades

   State Awarding Agency: Florida Department of Management Services

   Catalog of State Financial Assistance Title and Number: 72.021

   Amount: $ 195,152.32

2. State Project B:

   N/A

Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement Are as Follows:

The compliance requirements are as stated in Agreement No. DMS-P1-24-07-05 between the Recipient and the Department, entered in State Fiscal Year 2024-25.

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Attachment A
SCOPE OF WORK AND BUDGET

1. NOTE: See separate document for entire Attachment A template.

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Attachment B

Program Statutes and Regulations

This is a non-exhaustive list of statutes and regulations. The Recipient shall be aware of and comply with all State and Federal laws, rules, policies, and regulations relating to its performance under this Agreement.

Section 215.422, Florida Statutes	Payments, warrants, and invoices; processing time limits; dispute limitation; agency or judicial branch compliance
Section 215.97, Florida Statutes	Florida Single Audit Act
Section 215.971, Florida Statutes	Agreements funded with federal and State assistance
Section 216.181(16), Florida Statutes	Approved budgets for operations and fixed capital outlay.
Section 216.301, Florida Statutes	Appropriations; undisbursed balances.
Section 216.347, Florida Statutes	Disbursement of grant and aids appropriations for lobbying prohibited
Section 216.3475 Florida Statutes	Maximum rate of payment for services funded under General Appropriations Act or awarded on a non-competitive basis
Section 287.056, Florida Statutes	Purchases from purchasing agreement and state term contract
Section 287.057, Florida Statutes	Procurement of commodities or contractual services
Section 288.005, Florida Statutes	Return on investment is synonymous with Economic benefits, which means the direct, indirect, and induced gains in state revenues as a percentage of the State's investment.
Chapter 273, Florida Statutes	State-Owned Tangible Personal Property
Chapter 69I-72 Florida Administrative Code	State-Owned Tangible Personal Property
Chapter 274, Florida Statutes	Tangible Personal Property Owned by Local Governments
Chapter 69I-73, Florida Administrative Code	Tangible Personal Property Owned by Local Governments
CFO MEMORANDUM NO. 03 (2014-15)	Compliance Requirements for Agreements
CFO MEMORANDUM NO. 02 (2012-13)	Contract and Grant Reviews and Related Payment Processing Requirements
Chapter 69I-5, Florida Administrative Code	STATE FINANCIAL ASSISTANCE https://apps.fldfs.com/fsaa/compliance.aspx
Reference Guide for State Expenditures	Reference Guide for State Expenditures http://www.myfloridacfo.com/aadir/reference_guide/

Attachment C

STATEMENT OF ASSURANCES

To the extent the following provisions apply to this Agreement, the Recipient certifies that:

a) In receipt of the State funds, Recipient agrees to abide by all applicable local, State of Florida, and federal regulations and laws.

b) No member, officer, or employee of the Recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during their tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Recipient shall incorporate in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above.

c) Recipient will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to section 112.313 and section 112.3135, F.S.

d) Recipient will notify the Department promptly of any unusual existing condition which hampers the Contractor's work.

e) Recipient or its contracted and/or subcontracted vendor will obtain all required permits.

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Attachment D
Request for Reimbursement of Funds

Prepare an itemized request for reimbursement expenditures in each budget category for each deliverable. Attach copies of purchase orders and paid vouchers, invoices, copies of checks, journal transfers, and any other expenditure justifications which reflect the deliverables provided during the reporting period. If there is insufficient space, please include details in an attachment.

County:	**Highlands**	**Project Name**	NGCS Project	**Request Number:**		**Request Date:**	

Budget Categories						
Deliverable Items	Unit Price ($)	Quantity	Total Amount ($)		Previous Request Amount ($)	Current Request Amount ($)
A. Systems (Hardware, Software, Equipment & Labor)						
B. Services (i.e. Training, Maintenance and Warranty Items)						
Reimbursement Request Total						

Approximate amount of funding available (Percentage) %

Documentation Received by:

_____ _____

Signature of Authorized Official Date

Attachment D (Continued)
Request for Reimbursement of Funds
ITEMIZED LIST FOR REIMBURSEMENT REQUESTS

RECIPIENT:

AGREEMENT #: DMS-P1-24-07-05

Recipient's Reference No. (Warrant, Voucher, Claim check, or Schedule No.)	Date of delivery of articles, completion of work, or performance services.	DOCUMENTATION List documentation (Recipient's purchase order, signed inventory receipt, and name of the vendor or contractor/subcontractor) by category and line item in the approved project application and give a brief description of the articles or services.	Total Eligible Costs
		TOTAL	

Attachment E
Quarterly Report

(1st Qtr. Jul 1-Sep 30, 2nd Qtr. Oct 1-Dec 31, 3rd Qtr. January 1- March 31, 4th Qtr. April 1- June 30)

County: _____

Report Number: _____

Report Date: _____

Project Status Update (include milestones completed, percentage completed, and schedule with estimated dates for completion. Include the program outcomes achieved, including any positive return on investments gained by this program)**:**

Problems/Delays (Describe **issues** or circumstances affecting completion date, milestones, the scope of work, and/or cost)**:**

Cost Status: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Return on investment (positive return on investments gained by this program/project e.g. The new equipment will reduce unscheduled downtime by__ %):

_____ _____

Signature of Authorized Official Date

Attachment F
Warranties and Representations

Financial Management

Recipient's financial management system must include the following:

(1) Accurate, current, and complete disclosure of the financial results of this project or program
(2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income, and interest.
(3) Effective control over and accountability for all funds, property, and other assets. The Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.
(4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
(5) Written procedures to determine whether costs are allowed and reasonable under the provisions of this Agreement.
(6) Cost accounting records that are supported by backup documentation.

Competition

Any procurement shall be done in compliance with all local and State procurement rules and laws and done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate an unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids, and/or requests for proposals shall be excluded from competing for such procurements.

Codes of Conduct

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

Licensing and Permitting

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

ATTACHMENT G

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

Contractor Covered Transactions

(1) The prospective Contractor or subcontractor of Highlands County certifies, by submission of this document, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by the State of Florida.

(2) In accordance with the requirements of section 287.135(5), F.S., the prospective Contractor certifies that it is not participating in a boycott of Israel. At the Department's option, the Contract may be terminated if the Contractor is placed on the Quarterly List of Scrutinized Companies that Boycott Israel (referred to in statute as the "Scrutinized Companies that Boycott Israel List") or becomes engaged in a boycott of Israel.

The State Board of Administration maintains the "Quarterly List of Scrutinized Companies that Boycott Israel" at the following link: https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates.aspx.

CONTRACTOR:

_____	Highlands County
Company Name	Recipient's Name
_____	DMS-P1-24-07-05
Name and Title	Department's Contract Number
_____	
Street Address	
_____	
City, State, Zip	
_____	
Signature	

Date

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Attachment H

Final Administrative Closeout Report

(Due on or before September 29, 2025)

County: _____

Report Number: _____

Report Date: _____

Project Status Update (include milestones completed, percentage completed, and schedule with estimated dates for completion. Include the program outcomes achieved and if the product/service meets/exceeds/does not meet the requirements/standards/service performance)**:**

Problems/Delays (Describe **issues** or circumstances that affected completion date, milestones, the scope of work, and/or any open issues)**:**

Lessons Learned (State the lessons learned in terms of a problem or issue. Describe the problem, and identify recommended improvements to correct a similar problem in the future):

Cost Status: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Return on investment (total expenditures for the project, positive return on investments gained by this program/project, e.g., The new equipment will reduce unscheduled downtime by__ %):
Signature of Authorized Official _____ Date _____

Attachment I
Request for Payment to Rural Community or Rural Area of Opportunity
(Rural Payment)

Prepare an itemized Request for Payment to Rural Community or Rural Area of Opportunity in each budget category for each deliverable. Attach copies of purchase orders, itemized invoices, and any other expenditure justifications which reflect the deliverables provided during the reporting period. If there is insufficient space, please include details in an attachment.

Recipient:		**Project Name:**		**Request Number:**		**Request Date:**	

Budget Categories						
Deliverable Items	Unit Price ($)	Quantity	Total Amount ($)		Previous Request Amount ($)	Current Request Amount ($)
A. Systems (Hardware, Software, Equipment & Labor)						
B. Services (i.e. Training, Maintenance and Warranty Items)						
Request for Payment to Rural Community or Rural Area of Opportunity Total						

Approximate amount of funding available (Percentage) %	
Documentation Received by:	
_____	_____
Signature of Authorized Official	Date

Attachment I (Continued)
Request for Payment to Rural Community or Rural Area of Opportunity
ITEMIZED LIST FOR PAYMENT REQUESTS

RECIPIENT: AGREEMENT #: DMS-P1-24-07-05

Recipient's Reference No. (Warrant, Voucher, Claim check, or Schedule No.)	Date of delivery of articles, completion of work, or performance services.	DOCUMENTATION List documentation (Recipient's purchase order, signed inventory receipt, and name of the vendor or contractor/subcontractor) by category and line item in the approved project application and give a brief description of the articles or services.	Total Eligible Costs
		TOTAL	

Attachment A
SCOPE OF WORK AND BUDGET

1. BACKGROUND:

The funds will allow the implementation of next generation 911 equipment and services necessary to provide Next Generation Core Services (NGCS) in the county to facilitate the implementation of Florida Statute 365.177, statewide call routing.

The State of Florida has appropriated the Department of Management Services (the Department) a $12 million non-recurring funding allocation to modernize emergency call centers across the state. These funds come from the Emergency Communications Trust Fund (Laws of Florida, Chapter 2024-25) and will be used exclusively for upgrading Public Safety Answering Points (PSAPs) during the 2024-2025 fiscal year.

2. TERM:

Funding will be available on July 1, 2024, and will expire on June 30, 2025. In accordance with Section 215.971(1)(d), Florida Statutes, the Recipient may expend funds authorized by this Agreement only for allowable costs resulting from obligations incurred during the period of this Agreement.

3. PURPOSE:

The Department wishes to disburse the appropriated funds to Highlands County for the purpose of implementing NGCS equipment and services in accordance with the Laws of Florida, Chapter 2024-25.

4. GENERAL DESCRIPTION OF THE SCOPE OF WORK:

This Agreement is for the implementation of equipment and non-recurring service costs to migrate to Next Generation Core Services and for the initial year of services contracted by the county with their next generation 911 vendors.

5. RECIPIENT RESPONSIBILITIES

5.1 RECIPIENT TASKS: Recipient will perform the following tasks in the time and manner specified:

5.1.1 Task 1. Procurement: The Recipient shall execute a contract or purchase order with a Contractor responsible for procuring commodities and services to provide Highlands County with the following no later than September 1, 2024, unless given written permission by the Department in advance.

5.1.1.1 Provide the Department with an unredacted copy of the final procurement documents and any related addendums. Ensure the procurement is done in compliance with all local and State of Florida procurement rules and laws. Ensure the procurement clearly sets forth all contractor requirements. The State 911 Grant application package submitted to the Emergency Communications Board including detailed quotes, may be used as the procurement package.

5.1.1.2 Provide the Department with a copy of contracts or purchase orders for their next generation 911 core services vendor. The draft copies must be received and reviewed for acceptance by the Department prior to executing a contract or purchase order or subcontract for work under this Agreement with a vendor. The Recipient is responsible for ensuring that its contract, purchase order, or subcontract with the awarded vendor for work under this Agreement complies with the terms in Section (20) of the Agreement.

5.1.1.3 Submit to the Department's Project Manager a signed Attachment G, Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, for any contractor or subcontractor performing work and receiving funding under this Agreement. The form must be received by the Department prior to executing a contract or purchase order or subcontract for work under this Agreement with any vendor.

5.1.1.4 Provide the Department with an unredacted copy of the signed Contract or executed Purchase Order for the Highlands County NGCS project. The Contract or Purchase Order must require the awarded Contractor and/or Subcontractor to comply with the terms of this Agreement including that the awarded vendor certify that their systems are interoperable with bordering counties, regions, and adjacent state lines, if applicable, consistent with current NENA NG-911 standards.

5.1.2 Task 2. Improvement: No later than September 30, 2024, unless given written permission by the Department in advance, the Recipient shall conduct, or cause to be conducted, the implementation of NGCS procured in Task 1. All purchases and installations shall be performed by the awarded vendor(s) in accordance with the contract terms for the Highlands County NGCS project executed by the Recipient and its awarded vendor(s).

5.1.2.1 Document requests for reimbursement using appropriate reimbursement attachment form. Ensure all requests for reimbursement for Recipient Task 2 contain detail sufficient for audit thereof and shall be accompanied by all supporting documentation required for reimbursement including, but not limited to, receipt of deliverable or service, copies of purchase orders and paid vouchers, invoices, copies of check processing, journal transfers.

5.1.3 Task 3. Inspection: No later than August 15, 2025, the Recipient shall conduct or cause to be conducted an inspection of the Highlands County NGCS project to verify that the contract deliverables are met or exceeded in accordance with the Contract.

5.1.3.1 Document the inspection and indicate whether the performance has met or exceeded the NGCS project component(s) contract deliverables, including any executed acceptance letters demonstrating completion of deliverables, and submit to the Department no later than August 29, 2025.

5.1.4 Task 4. Reporting: The Recipient shall report quarterly on the status of the Highlands County NGCS project work described in Task 1. These reports shall include the current status and progress of the NGCS project contract deliverables, the expenditure of funds under this Agreement, and positive Return on Investment (ROI) gained by this project. The quarterly reports and Final Administrative Closeout Report will be submitted in accordance with Section 14 of this Agreement.

5.1.4.1 Timely submit Attachment E, Quarterly Report within 30 days of the end of each quarter, and Attachment H, Administrative Close-Out Report, to the Department's Grant Manager. Attachment H is due no later than September 29th, 2025.

6. DELIVERABLES: Recipient will complete and submit the following deliverables to the Department in the time and manner specified:

6.1 Quarterly: Each quarter the Recipient shall update the Department on the status of the Highlands County NGCS project, including any delays or problems, with supporting documentation as specified in Recipient Tasks 1 through 4.

7. **PERFORMANCE MEASURES:** Deliverables must be met at the following minimum level of performance:

7.1 **Procurement.** Execute a contract or purchase order with a Contractor responsible for procuring commodities and services to provide Highlands County with a NGCS project as specified.

7.2 **Improvement.** Conduct, or cause to be conducted, purchase and installation of Next Generation Core Services and equipment.

7.3 **Inspection.** Conduct or cause to be conducted an inspection of the Highlands County NGCS project, as specified.

7.4 **Reporting.** Prepare and submit the Quarterly Report and Administrative Close-Out Report as specified.

8. **FINANCIAL CONSEQUENCES**

8.1 If the Recipient fails to comply with any term of this Agreement, then the Department shall take one or more of the following actions, as appropriate in the circumstances:

8.1.1 Temporarily withhold cash payments pending correction of the deficiency by the Recipient;

8.1.2 Disallow all or part of the cost of the activity or action not in compliance with this Agreement;

8.1.3 Wholly or partly suspend or terminate the current award for the Recipient; or,

8.1.4 Take other remedies that may be legally available.

8.2 Additionally, the Department will provide no reimbursement or payment for any improvement that does not meet or exceed the standards established in the Highlands County NGCS project contract.

9. **DEPARTMENT TASKS**

9.1 The Department will review documents to ensure compliance with the terms of this Agreement in furtherance of monitoring the legislatively appropriated funds. Review of NGCS project documentation shall not be construed as an approval of the Recipient's NGCS project contract terms and conditions.

9.2 The Department will not be responsible or liable for Recipient obtaining the Next Generation Core Services or performance of any terms in Recipient's Contract with a vendor to provide its NGCS project.

10. **METHOD OF PAYMENT:**

10.1 The method of payment is cost reimbursement unless otherwise specified as an eligible Rural Community or Rural Area of Opportunity Payment.

10.2 The Recipient will not receive payment in advance for goods or services described in this scope of work.

10.3 The Recipient is responsible for the performance of all tasks and deliverables contained in this scope of work.

11. **LINE-ITEM BUDGET**

Amount Requested from the State in this Appropriations Project Request. **$ 195,152.32**

Total $ 195,152.32

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Additional Terms and Conditions for State Grant
S26-24-07-08

This Grant Agreement is entered into by and between the Florida Department of Management Services (the "Department" or "DMS") and **Highlands County** ("Grantee"), collectively referred to as the "Parties." The terms of this Agreement encompass and supplement the terms and conditions contained in W Form 3A, 911 Grant Programs (the "Application"), incorporated by reference in Rule 60FF1-5.003, Florida Administrative Code (F.A.C.), and the Grantee's award letter.

1. AUTHORITY

The Department has been appropriated funds from the Emergency Communications Trust Fund to provide grants to counties for the purpose of upgrading 911 systems. The Department has the authority, pursuant to section 282.702, Florida Statutes (F.S.), to enter into this Agreement and to disburse the appropriated funds to the Grantee under the terms and conditions set forth herein.

2. GENERAL TERMS AND CONDITIONS

2.1. The Application, the Grantee's award letter, and these Additional Term and Conditions for State Grant, including its attachments and exhibits (collectively referred to as the "Agreement"), contain all of the terms and conditions agreed upon by the Parties. If there are any conflicting provisions between the documents that make up the Agreement, the following order of precedence applies:

2.1.1. These Additional Term and Conditions for State Grant;

2.1.2. Attachment 1, Audit Requirements for Awards of Assistance (including Exhibit 1);

2.1.3. the Grantee's award letter; and

2.1.4. the Grantee's submitted Application.

2.2. In accordance with sections 365.172 and 365.173, F.S., the Grantee shall perform the tasks specified herein in accordance with the terms and conditions of this Agreement.

2.3. The term of this Agreement begins on the Commencement Date and **ends six (6) years** thereafter. The Commencement Date shall be the earlier of: (i) the Board notification date specified on Grantee's award letter, or (ii) **November 23, 2024**.

2.4. The Parties shall be governed by all applicable state and federal laws, rules, executive orders, and regulations, including, but not limited to, those identified in the "Applicable Statutes and Regulations" table, below. Any express reference in this Agreement to a statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies. Failure to comply may affect the current grant award and future grant awards.

2.4.1. The Grantee shall comply with the State of Florida Reference Guide for State Expenditures, which can be obtained at the Florida Department of Financial Services, Division of Accounting and Auditing, website.

2.5. The method of payment for this agreement is cost-reimbursement or rural payment pursuant to section 215.971(1)(h), F.S. This Agreement shall not exceed the amount specified on the Grantee's award letter, and payment shall only be issued by the Department after acceptance of the Grantee's performance as set forth by the terms and conditions of this Agreement. No renewals of this Agreement are available.

2.5.1. Advance payments may be permitted under this agreement in accordance with Florida law and the Reference Guide for State Expenditures. Grantee shall provide DMS with all necessary information in furtherance of facilitating an advanced payment which conforms with the Agreement terms and all applicable legal requirements.

2.5.2. Any reduction of grant expenditures approved by the Emergency Communications Board does not require a grant amendment to this Agreement.

2.6. The Grantee agrees to use the funds awarded under this Agreement only for costs directly incurred for the grant project activities specified in the Application. Costs must be reasonable, necessary, allocable, and allowable for the approved project and only incurred during the term of this Agreement.

2.6.1. The Grantee shall refund to the Department any balance of unobligated funds that was advanced or paid to the Grantee.

2.6.2. The Grantee shall refund to the Department any monies used for ineligible purposes under the laws, rules, and regulations governing the use of these funds.

2.7. The Grantee shall submit the final request for reimbursement or payment and supporting documentation for incurred obligations to the Department no later than 120 days after expiration of this Agreement.

3. OBLIGATION TO PAY

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

4. MODIFICATION

4.1. The Scope of Work in the Application is hereby modified to specify the following deliverable(s):

Deliverable No. 1 – Tasks to **Next Generation Core Services (Years 2-5)**		
Performance Standard	**Documentation**	**Financial Consequences**
*Complete all work to complete **(Next Generation Core Services (Years 2-5)** in accordance with the Grantee's contract with its vendor.*	1) The Grantee shall submit reimbursement or payment claims in accordance with Section 15, below. 2) The Grantee shall submit copies of: a. Any contracts or purchase orders with vendors; b. Vendor invoices; c. Proof of payment to vendors; and d. Proof of receipt of deliverables.	If Grantee fails to comply with any term of the award, DMS shall take one or more of the following actions: 1. Temporarily withhold cash payments pending correction of the deficiency by Grantee; 2. Disallow all or part of the cost of the activity or action not in compliance; 3. Wholly or partly suspend or terminate the current award for the Grantee; 4. Suspend or deny future grant awards; or 5. Take other remedies that may be legally available. DMS will provide no reimbursement or payment for any improvement that does not meet the standards established in this Agreement.
TOTAL REIMBURSABLE OR PAYMENT AMOUNT NOT TO EXCEED $511,807.68		

5. CONTACTS AND NOTICE

5.1. In accordance with section 215.971(2), F.S., the Department's Grant Manager is responsible for enforcing performance of this Agreement's terms and conditions and will serve as the Department's liaison with the Grantee. As part of his or her duties, the Department's Grant Manager will:

5.1.1. Monitor and document the Grantee's performance of the terms of this Agreement, which may include but shall not be limited to, onsite visits by DMS staff, limited scope audits, or desktop monitoring;

5.1.2. Review all documentation for which the Grantee requests payment; and

5.1.3. Reconcile and verify all funds received against all funds expended during the period of this Agreement and produce a final reconciliation report that identifies any funds paid in excess of the expenditures incurred by the Grantee.

The Department's Grant Manager responsible for the administration of this Agreement is:

Valerie Wainwright, Grants Manager
4030 Esplanade Way
Tallahassee, FL 32399
Valerie.Wainwright@dms.fl.gov

5.2. The Grantee's Grant Manager is responsible for monitoring the performance of this Agreement's terms and conditions and will serve as the Grantee's liaison with the Department. As part of his or her duties, the Grantee's Agreement Manager shall provide all reports, as well as any other required documents under this Agreement, to the Emergency Communications Board in accordance with Section 9, Grant Reporting Procedures, of the Application.

The Grantee's Grant Manager responsible for the administration of this Agreement is:

The County 911 Coordinator named in the Application.

5.3. In the event that different managers or addresses are designated by either party after execution of this Agreement, a notice of the name, title, and address of the new Grant Manager will be provided to the other party in writing. Such changes do not require a formal written amendment to the Agreement.

5.4. All notices from both Parties, other than the notice of award and notices related to the business of the Emergency Communications Board, shall be effective when placed in the United States, first-class mail, postage prepaid, by registered or certified mail, return receipt requested, to the addresses above.

6. AUDIT REQUIREMENTS

6.1. The Grantee shall retain all its records, financial records, supporting documents, statistical records, and any other documents, including electronic storage media, pertinent to this Agreement in accordance with the record retention requirements of Part V of Attachment 1, Audit Requirements for Awards of State Financial Assistance. The Grantee shall cooperate with the Department to facilitate the duplication and transfer of such records or documents upon the Department's request.

6.2. The Grantee shall maintain books, records, and documents in accordance with the generally accepted accounting principles to sufficiently and properly reflect all expenditures of funds provided by the Department under this Agreement.

6.3. The Grantee shall comply with all applicable requirements of section 215.97, F.S., and Attachment 1, Audit Requirements for Awards of State Financial Assistance. If the Grantee is required to undergo an audit, the Grantee shall disclose all related party transactions to the auditor.

7. RECORDS

7.1 As required by section 215.97, F.S., and Rule 69I-5.006, F.A.C, the Department, the Department of Financial Services, and the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Grantee which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Grantee's personnel for the purpose of interview and discussion related to such documents. This provision does not limit the Department's authority to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state awarding agency inspector general, the Auditor General, or any other state official.

7.2 The Grantee shall maintain all records, including those pertaining to any and all contractors, subcontractors, and consultants to be paid from funds provided under this Agreement and further including documentation of all program costs in a form sufficient to determine compliance with the requirements and objectives of the Application, and all other applicable laws and regulations, for the longer of five (5) years after the end of the performance period specified in the table above and all pending matters or the period required by the General Records Schedules maintained by the Florida Department of State.

7.3 If the Grantee's record retention requirements terminate prior to the requirements stated herein, the Grantee may meet the Department's record retention requirements for this Agreement by transferring its records to the Department at that time, and by destroying duplicate records in accordance with section 501.171, F.S., and, if applicable, section 119.0701, F.S. The Grantee shall adhere to established information destruction standards such as those established by the National Institute of Standards and Technology Special Publication 800-88, "Guidelines for Media Sanitization" (2006). See http://csrc.nist.gov.

7.4 In accordance with section 216.1366, F.S., the Grantee shall permit the Department to inspect the Grantee's financial records, papers, and documents that are directly related to the performance of the Agreement or the expenditure of state funds and the programmatic records, papers, and documents that the Department determines are necessary to monitor the performance of the Agreement or to

ensure that the terms of the Agreement are being met. The Grantee shall provide such records, papers, and documents requested by the Department within ten (10) business days after the request is made.

8. PUBLIC RECORDS

The Grantee, an agency as defined in section 119.011(2), F.S., must comply with the requirements of Chapter 119, F.S., in the performance of its obligations under this Agreement. The Grantee must also ensure that any contractors and subcontractors that perform work pursuant to this Agreement comply with the requirements of Chapter 119, F.S., as applicable.

9. LIABILITY

9.1. The Grantee is solely responsible to parties it deals with in carrying out the terms of this Agreement and, subject to the limitation of section 768.28, F.S., the Grantee shall hold the Department harmless against all claims of whatever nature by third parties arising from performance under this Agreement.

9.2. The Grantee, a subdivision as defined in section 768.28, F.S., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Department and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, F.S. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity by the Grantee. Nothing in this Agreement may be construed as consent by a state agency or subdivision of the state to be sued by third parties in any matter arising out of any contract.

10. EVENTS OF DEFAULT

If any of the following events occur ("Events of Default"), the Department shall have the right to terminate further payment of funds under this Agreement, and the Department may exercise any of its remedies set forth in Section 11. Remedies of this agreement. However, the Department may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies and without becoming liable to make any further payment. The Events of Default are:

10.1. If any warranty or representation made by the Grantee in this Agreement or any previous agreement with the Department is or becomes false or misleading in any respect;

10.2. If the Grantee fails to keep or timely perform any of the obligations, terms, or covenants in this Agreement or any previous agreement with the Department and has not cured them in a timely fashion;

10.3. If material adverse changes occur in the financial condition of the Grantee at any time during the term of this Agreement; or

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

11. REMEDIES

If an Event of Default occurs, then the Department shall provide a written notice to the Grantee, and, upon the Grantee's failure to cure the default within the thirty (30) calendar days, the Department may exercise any one (1) or more of the following remedies, either concurrently or consecutively:

11.1. Terminate this Agreement in accordance with Section 12, Termination, below;

11.2. Withhold or suspend the payment of all or any part of a request for payment;

11.3. Exercise any corrective or remedial actions, including but not limited to:

11.3.1. Request additional information from the Grantee to determine the reasons for or the extent of non-compliance or lack of performance;

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

11.3.3. Advise the Grantee to suspend, discontinue, or refrain from incurring costs for any activities in question.

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

12. TERMINATION

12.1. Termination Due to the Lack of Funds. If funds become unavailable for the Agreement's purpose, such an event will not constitute a default by the Department or the State. The Department agrees to notify the Grantee in writing at the earliest possible time if funds are no longer available. In the event that any funding identified by the Grantee as funds to be provided for completion of the project as described herein becomes unavailable, including if any State funds upon which this Agreement depends are withdrawn or redirected, the Department may terminate this Agreement by providing written notice to the Grantee. The Department will be the final authority as to the availability of funds.

12.2. Termination for Cause. The Department may terminate this Agreement for cause after ten (10) days of a written notice, which will be issued after the 30-day cure period ends. Cause includes, but is not limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, and regulations, failure to perform on time, or refusal to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, F.S., unless exempt from Section 24(a) of Article I of the State Constitution and section 119.07(1), F.S., or applicable state or federal law, which the Grantee created or received under this Agreement.

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

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

12.5. Grantee Responsibilities upon Termination. Upon notice of termination, the Grantee shall:

12.5.1. Not incur new obligations for the terminated portion of the Agreement; and

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

13. RESULTING THIRD PARTY CONTRACTS AND SUBCONTRACTS

13.1. The Grantee may contract with third parties to perform work in accordance with its Application. The Grantee remains fully responsible for the satisfactory completion of any and all work performed by any contractors and subcontractors.

13.1.1 If the Grantee contracts all or part of the work contemplated under this Agreement, including entering into contracts with vendors for services, it is understood by the Grantee that all such contract arrangements shall be evidenced by a written document containing all provisions necessary to ensure the contractor's compliance with applicable state and federal laws. The Grantee further agrees that the Department shall not be liable to the contractor for any expenses or liabilities incurred under the contract and that the Grantee shall be solely liable to the contractor for all expenses and liabilities incurred under the contract. The Grantee's contractor(s) or subcontractor(s) shall indemnify and hold the Department harmless against all claims to the extent allowed by the law; and, at its expense, will defend the Department against such claims; and

13.2. With the Grantee's approval, the Grantee's contractor may subcontract work performed, and the Grantee's contractor will be fully responsible for satisfactory completion of all subcontracted work; and

13.3. The Grantee's contractor(s) or subcontractor(s) shall disclose to the Grantee and the Department if it is on the Convicted Vendor List identified in section 287.133(2) F.S., or the Discriminatory Vendor List identified in section 287.134(2), F.S.

14. MANDATED CONDITIONS

14.1. The Grantee and its contractors and subcontractors have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees in accordance with section 448.095, F.S. By executing this Agreement, the Grantee certifies that it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The Grantee must obtain an affidavit from its contractors and subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Agreement.

14.2. This section serves as notice to the Grantee regarding the requirements of section 448.095, F.S., specifically sub-paragraph (5)(c)1, and the Department's obligation to terminate the Agreement if it has a good faith belief that the Grantee has knowingly violated section 448.09(1), F.S. The Department will promptly notify the Grantee and order the immediate termination of the contract between the Grantee and a contractor and a subcontractor performing work on its behalf for this Agreement should the Department have a good faith belief that the contractor or subcontractor has knowingly violated section 448.09(1), F.S.

14.3. In accordance with sections 11.062 and 216.345, F.S., funds received under this Agreement are not to be used for the purpose of lobbying or used to directly or indirectly influence legislation or any other official action by the Florida Legislature, the judicial brand, or any state agency.

14.4. Pursuant to section 215.971(1)(h), F.S., if the Grantee is a Rural Community or Rural Area of Opportunity as those terms are defined in section 288.0656(2), F.S., the Grantee may request that the Department provide for the payment of invoices for verifiable and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement. The Grantee shall submit its request to elect to receive rural payment, including any financial hardship documentation, in writing to the Department's Grant Manager specified in this Agreement. Following demonstration of financial hardship and the initial request to elect to receive rural

payment, subsequent requests for payment and all necessary documentation for incurred and appropriate costs shall be submitted in writing to the Grant Manager.

15. MISCELLANEOUS

15.1. Governing Law and Venue. This Agreement shall be construed under the laws of the State of Florida, and the venue for any legal or equitable action that arises out of or relates to this Agreement shall be in the Circuit Court of Leon County; in any such action, the Parties waive any right to jury trial.

15.2. Payment and Invoicing

15.2.1. Payment Process. Subject to the terms and conditions established in this Agreement and the billing procedures established by the Department, the Department agrees to pay the Grantee in accordance with section 215.422, F.S. The applicable interest rate can be obtained at: http://www.myfloridacfo.com/Division/AA/Vendors/default.htm.

15.2.2. Invoicing. The Grantee shall submit all claims for reimbursement, progress payments, payment, and rural payment as described in Section 8, Financial and Administrative Requirements, of the Application. After receipt of the reimbursement claim, and in accordance with the payment provisions established in this Agreement, the Department shall disburse the amount of funds approved by the Board. For requests for payment of invoices for verifiable and eligible performance for a rural community or rural area of opportunity pursuant to section 215.971(1)(h), F.S., the Grantee shall submit all supporting documentation required for payment including, but not limited to, copies of purchase orders, invoices, and any other expenditure justifications.

15.2.3. Invoice Detail. Invoices submitted by the Grantee must fulfill all requirements specified in the scope of work and include all supporting documentation, when applicable. The Grantee shall also submit invoices in sufficient detail to fulfill all applicable requirements of the State of Florida Reference Guide for State Expenditures. All charges for reimbursement or payment of expenses authorized by the Board shall be submitted to the Department in sufficient detail for a proper pre-audit and post-audit to be performed.

15.3. Intellectual Property. Where activities supported by this Agreement result in the creation of intellectual property rights, the Grantee shall notify the Department, and the Department will determine whether the Grantee will be required to grant the Department a perpetual, irrevocable, royalty-free, nonexclusive license to use, and to authorize others to use for State government purposes, any resulting patented, copyrighted, or trademarked work products developed under this Agreement. The Department will also determine whether the Grantee will be required to pay all or a portion of any royalties resulting from such patents, copyrights, or trademarks.

15.4. Conflict of Interest. This Agreement is subject to Chapter 112, F.S. The Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. The Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in the Grantee or its affiliates.

15.5. Non-Discrimination. The Grantee shall not unlawfully discriminate against any individual employed in the performance of this Agreement due to race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. The Grantee shall provide a harassment-free workplace, and any allegation of harassment shall be given priority attention and action.

15.6. Electronic Funds Transfer Enrollment. The Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer, within thirty (30) days of the date the last Party signed this Agreement. Copies of the authorization form and a sample blank enrollment letter can be found at: http://www.myfloridacfo.com/Division/AA/Vendors/. Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.

15.7. Survival. Any right or obligation of the parties in this Agreement which, by its express terms or nature and context, is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.

15.8. Severability. If any provision of this Agreement is in conflict with any applicable statute or rule or is unenforceable, then the provision shall be null and void to the extent of the conflict and shall be severable but shall not invalidate any other provision of this Agreement.

I hereby affirm my authority to bind the Grantee and affirm the Grantee's authority and responsibility for the use of the funds requested.

Grantee

Kevin J Roberts — Date: 9.5.24

Signature of County Representative authorized to bind the Grantee

Kevin Roberts, Chairman

Printed Name

Grantor

_____

Department of Management Services — Date: _____

_____

Printed Name

APPLICABLE STATUTES AND REGULATIONS

This is a non-exhaustive list of statutes and regulations. The Grantee shall be aware of and comply with all State and Federal laws, rules, policies, and regulations relating to its performance under this Agreement.

General Requirements

Florida Statutes (F.S.)
§ 11.062, F.S. - Use of state funds for lobbying prohibited; penalty
§ 20.055, F.S. - Agency inspectors general
Chapter 112, F.S. - Public Officers and Employees: General Provisions
Chapter 119, F.S. - Public Records
§ 215.34, F.S. - State funds; non-collectible items; procedure
§ 215.422, F.S. - Payments, warrants, and invoices; processing time limits; dispute resolution; agency or judicial branch compliance
§ 215.97, F.S. - Florida Single Audit Act
§ 215.971, F.S. - Agreements funded with federal or state assistance
§215.971(1)(h), F.S. - Federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity
§ 216.301, F.S. - Appropriations; undisbursed balances
§ 216.347, F.S. - Disbursement of grants and aids appropriations for lobbying prohibited
§ 216.3475, F.S. - Maximum rate of payment for services funded under General Appropriations Act or awarded on a noncompetitive basis
§ 216.181(16), F.S.- Approved budgets for operations and fixed capital outlay
§ 273.02, F.S. - Record and inventory of certain property
§ 287.133, F.S. - Public entity crime; denial or revocation of the right to transact business with public entities
§ 287.134, F.S. - Discrimination; denial or revocation of the right to transact business with public entities
§ 287.135, F.S. - Prohibition against contracting with scrutinized companies
Chapter 443, F.S. - Reemployment Assistance
§ 501.171, F.S. - Security of confidential personal information
Florida Administrative Code (F.A.C.)
Rule Chapter 69I-5 - State Financial Assistance
Memoranda
CFO Memorandum No. 02 (2012-13) - Contract and Grant Reviews and Related Payment Processing Requirements
CFO Memorandum No. 20 (2019-20) - Compliance Requirements for Agreements

State 911 Plan and Emergency Communications Board Statutes and Rules

Florida Statutes
Chapter 365, F.S. - Use of Telephones and Facsimile Machines
Florida Administrative Code
Rule Chapter 60FF-6 - State E911 Plan
Rule Chapter 60FF1-5 - Emergency Communications Board

Attachment 1

AUDIT REQUIREMENTS FOR AWARDS OF STATE AND FEDERAL FINANCIAL ASSISTANCE

The administration of resources awarded by the Department of Management Services (Department) to the recipient may be subject to audits and/or monitoring by the Department, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Department staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

Part I: Federally Funded

This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends $750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through the Department by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

Part II: State Funded

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall

consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

Part II: Other Audit Requirements

N/A

Part IV: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the recipient directly to each of the following:

a. The Department at each of the following addresses:

Electronic copies (preferred): ECBSubmissions@dms.fl.gov

Or

Paper copies:
The Department of Management Services
Emergency Communications Board
4030 Esplanade Way
Tallahassee FL, 32399

b. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (https://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

4. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

Part V: Record Retention

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO, or Auditor General access to such records upon request. The Grantee shall ensure that audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

EXHIBIT 1

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:

N/A

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:

N/A

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:

Matching Resources for Federal Programs:

N/A

Subject to Section 215.97, F.S.:

1. State Project: **Summer 2024 State – Reimbursement Grant Program**

   State Awarding Agency: State of Florida, Department of Management Services
   Catalog of State Financial Assistance Title: **State Prepaid Wireless Grant**
   Catalog of State Financial Assistance Number: **72.003**
   Amount: **$511,807.68**

Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement Are as Follows:

The compliance requirements are as stated in Grant Agreement No. (**S26-24-07-08**) between the Grantee and the Department, entered in State Fiscal Year **2024-2025**.

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EMERGENCY COMMUNICATIONS BOARD
FLORIDA 911

Emergency Communications Board
4030 Esplanade Way
Tallahassee, FL 32399-0950

July 22, 2024

Highlands County BOCC
590 South Commerce Avenue
Sebring, FL 33870

FEID #: 59-6000655

Subject: Spring 2024 State - Reimbursement Grant Program

Dear Highlands County BOCC:

The Florida Emergency Communications Board would like to congratulate you on your grant award to improve the 911 system serving your county. Funds awarded from the Spring 2024 cycle of the State Grant Program will normally be provided on a cost reimbursement basis. Please note, receipt of this letter initiates the start of the grant term.

Within the next two weeks, you should receive a grant award agreement for each grant awarded to your county. The grant agreement has the details regarding funding rules for the state grant program that apply to your grant award. You must return a signed copy of the grant agreement prior to the authorization to transfer funds from the Florida Department of Management Services to your county. Please try to have the agreement signed and returned within 45 days of receipt.

The following provides details concerning the Spring 2024 grant(s) to Highlands County:

Grant Number	CSFA/CFDA #	Amount Requested	Amount Approved	Purpose	Date Approved
S26-24-07-08	72.003	$511,807.68	$511,807.68		
			$511,807.68	Next Generation Core Services (Years 2-5)	7/18/2024
	Total Grant Awards:		$511,807.68		

Recipients of awards of state and/or federal financial assistance are required to comply with the provisions of the Florida Single Audit Act. To assist you, please reference sections 5, 6 and 7 of section 215.97 Florida Statute at the following web site address:

http://www.leg.state.fl.us/STATUTES/index.cfm?App_mode=Display_StatuteSearch_String=URL=0200-0299/0215/Sections/0215.97.html

Board Members: Denise Adkins • Christian Chavez • Richard Collins • Christine Cooper
Jamie Cruse • Keith Godwin • Gregory Holcomb • Rob LaVielle • Billy Woods

Docusign Envelope ID: E4142E9A-D73B-436D-B7A8-D15159E18230

The Board thanks you for your interest in 911 and improving public safety in Florida and your commendable efforts towards enhancing your 911 system. It is our hope that your county continues to ensure further public safety advancements in Florida.

Sincerely,

DocuSigned by:
Denise Adkins
9B75A3594DF04D4...

Denise Adkins, Chairwoman
Florida Emergency Communications Board

DA/KR

cc: Highlands County 911 Coordinator

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AGREEMENT NO.: DMS-P1-24-07-05
BETWEEN
FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
AND
HIGHLANDS COUNTY
AMENDMENT NO.: 01

This amendment to the State-Funded Agreement (Agreement) for the Highlands County implementation of Next Generation Core Services (NGCS), Agreement No.: **DMS-P1-24-07-05**, is by and between the Florida Department of Management Services (Department) and Highlands County, collectively referred to herein as the "Parties."

WHEREAS, the Parties agree the Agreement may be amended via a formal amendment pursuant to Section (6), Modification, of this Agreement; and

WHEREAS, the Parties wish to amend this Agreement to include additional statutory requirements for this Agreement which affect the responsibilities of the Recipient and the Department, including the period of the Agreement, the Department's Point of Contact, and the electronic and physical delivery addresses for document submission.

Accordingly, the Parties agree the Agreement is amended as follows:

1. **The following section references** are amended as follows:
   - **Section (3) C.** is amended to Section (3) D.
   - **Section (9) E.** is amended to Section (9) D.
   - **Section (9) F.** is amended to Section (9) E.
   - **Section (9) G.** is amended to Section (9) F.
   - **Section (9) H.** is amended to Section (9) G.
   - **Section (11) D.** is amended to Section (11) E.
   - **Section (11) E.** is amended to Section (11) F.
   - **Section (11) F.** is amended to Section (11) G.
   - **Section (11) G.** is amended to Section (11) H.
   - **Section (24)** is amended to Section (25).
   - **Section (25)** is amended to Section (26).
   - **Section (26)** is amended to Section (27).
   - **Section (27)** is amended to Section (28).
   - **Section (28)** is amended to Section (29).
   - **Exhibit 1, Part IV,** the second instance of Section 1 is amended to Section 2
   - **Exhibit 1, Part IV,** Section 2 is amended to Section 3.
   - **Exhibit 1, Part IV,** Section 3 is amended to Section 4.
   - **Exhibit 1, Part IV,** Section 4 is amended to Section 5.
   - **Exhibit 1, Exhibit A** is amended to Exhibit 1-A.
   - **Attachment A,** Section 7 is amended to Section 6.
   - **Attachment A,** Section 8 is amended to Section 7.
   - **Attachment A,** Section 9 is amended to Section 8.
   - **Attachment A,** Section 10 is amended to Section 9.
   - **Attachment A,** Section 11 is amended to Section 10.

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2. **All references throughout the Agreement** to “Project Manager” are amended to “Grant Manager.”

3. **Section (1)**, Authority, Subsection A. reference to “Chapter 2024-25” is amended to “Chapter 2024-231.”

4. **Section (3),** Contact, Subsection B, Sub-subsection i. is struck in its entirety and replaced with the following:

   i. The name and address of the Department's Grant Manager responsible for the administration of this Agreement is:

   Sarah Mashburn
   Grant Manager
   4030 Esplanade Way
   Tallahassee, Florida 32399
   (850) 414-2723
   Sarah.Mashburn@dms.fl.gov

5. **Section (3),** Contact, Subsection C is incorporated as follows:

   C. The Recipient's Agreement Manager is responsible for monitoring the performance of this Agreement's terms and conditions and will serve as the Recipient's liaison with the Department. As part of the duties, the Agreement Manager for the Recipient shall provide the Department with all reports in accordance with Section 15, Reports, of this Agreement, as well as any other required reports or documents under this Agreement.

6. **Section (9),** Funding, Subsection C. reference to “Chapter 2024-25” is amended to “Chapter 2024-231.”

7. **Section (9),** Funding, Subsection D. is struck in its entirety.

8. **Section (10),** Request For Reimbursement, Subsection A. reference to “tasks” is amended to “deliverables.”

9. **Section (10),** Request For Reimbursement, Subsection B. is struck in its entirety and replaced with the following:

   B. Recipient will submit a request for reimbursement (see attachment D., Request for Reimbursement of Funds) by email to the Grant Manager, not to exceed once per month.

10. **Section (10),** Request For Reimbursement, Subsection C. is struck in its entirety and replaced with the following:

    C. All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof and shall be accompanied by all supporting documentation required for reimbursement including, but not limited to, copies of purchase orders and paid vouchers, invoices, copies of check processing, and journal transfers. Reimbursement claims shall include only expenditures claimed against the awarded funding amount. Requests for reimbursement for Recipient Deliverable 2 of Attachment A must also

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contain copies of Recipient's documented inspection of activities or project milestones performed under Recipient Deliverable 3 to verify the components meet or exceed Recipient's Contract for the NGCS Implementation project procured under Recipient Deliverable 1.

11. **Section (11),** Rural Community Or Rural Area Of Opportunity Request For Payment, Subsection C. is struck in its entirety and replaced with the following:

    C. The Rural Recipient is responsible for ensuring all documentation related to Rural Recipient's Project is readily available to the Department upon request and is in conformance with the DFS requirements. Rural Recipient will submit requests for rural payment, including Attachment I, Request for Payment to Rural Community Communities or Rural Areas of Opportunity, on a monthly basis to the Department's Grant Manager. All bills for fees or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof and shall be accompanied by all supporting documentation required for payment including, but not limited to, copies of purchase orders, invoices, and any other expenditure justifications, along with any copies of Recipient's documented inspection of activities performed under Recipient Deliverable 3 to verify the components meet or exceed Recipient's NGCS Implementation contract procured under Recipient Deliverable 1.

12. **Section (11),** Rural Community Or Rural Area Of Opportunity Request For Payment, Subsection D. is created and incorporated as follows:

    D. The Department shall not process requests for rural payments made by Recipient that are deemed as improper payments as set forth in Section 9, Funding, of this Agreement.

13. **Section (11),** Rural Community Or Rural Area Of Opportunity Request For Payment, Subsection E. the term "reimbursement" is amended to "rural payment."

14. **Section (11),** Rural Community Or Rural Area Of Opportunity Request For Payment, Subsection F. the term "project agreement" is amended to "contract."

15. **Section (11),** Rural Community Or Rural Area Of Opportunity Request For Payment, Subsection G. the term "project" is amended to "contract."

16. **Section (15),** Reports, the requirement to provide "the positive return on investment for this project" is removed from Subsection A.

17. **Section (15),** Reports, Subsection G. is struck in its entirety.

18. **Section (16),** Monitoring, Subsection A. is struck in its entirety and replaced with the following:

    A. The Recipient shall monitor its performance under this Agreement, as well as that of its Contractor(s), subcontractor(s), and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the schedule of deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. In addition, the Recipient shall perform a review of each function or activity in Attachment A of this Agreement and of the activities reported in the quarterly reports.

19. **Section (21),** Resulting Third Party Contract And Subcontracts, all references to "NGCS

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Implementation project" are amended to "NGCS Implementation contract."

20. **Section (24),** 911 Provisions, is incorporated as follows:

    A. Pursuant to s. 365.177, F.S., the Department developed a plan to upgrade all 911 PSAPs within the state to allow the transfer of an emergency call from one local, multijurisdictional, or regional 911 system to another local, multijurisdictional, or regional 911 system in the state. Such transfer should include voice, text message, image, video, caller identification information, location information, and additional standards-based 911 call information. The plan prioritized the upgrade of PSAPs based on the population served by each PSAP, the capability of a jurisdiction or region to modernize PSAP(s) beyond legacy 911 infrastructure, and the ability of a jurisdiction or region to address interoperability between PSAPs. The plan identified and addressed the projected costs of implementing these transfer capabilities.

    B. The Legislature has appropriated $12,000,000 to the Department for the implementation of the services outlined in the plan.

21. **Section (25),** Mandated Conditions, Subsection A. is struck in its entirety and replaced with the following:

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

22. **Section (25),** Mandated Conditions, Subsection D. is struck in its entirety and replaced with the following:

    D. The Recipient shall send to the Department (by email) the completed Attachment G, Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, for each intended contractor or subcontractor that which Recipient plans to fund under this Agreement. The Attachment G form must be received by the Department before the Recipient enters into a contract with any contractor or subcontractor. Where a contract or purchase order has been executed prior to this Agreement's effective date, the Recipient shall provide the Department with documentation demonstrating it obtained the necessary certifications contemplated in Attachment G from its contractors and subcontractors. Pursuant to sections 287.135(5) and 287.135(3), F.S., Recipient agrees the Department may immediately terminate the Agreement for cause if the subcontractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel.

23. **Section (25),** Mandated Conditions, Subsection E. is struck in its entirety and replaced with the following:

    E. The Recipient and its subcontractors have an obligation to utilize the U.S. Department of

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Homeland Security's (DHS) E-Verify system for all newly hired employees in accordance with section 448.095, F.S. By executing this Agreement, the Recipient certifies that it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The Recipient must obtain an affidavit from its subcontractors in accordance with paragraph (25)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Agreement.

This section serves as notice to the Recipient regarding the requirements of section 448.095, F.S., specifically sub-paragraph (5)(c)1., and the Department's obligation to terminate the Contract if it has a good faith belief that the Recipient has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Recipient will not be eligible for award of a public contract for at least one (1) year after the date of such termination. The Department will promptly notify the Recipient and order the immediate termination of the contract between the Recipient and a subcontractor performing work on its behalf for this Contract should the Department have a good faith belief that the subcontractor has knowingly violated section 448.09(1), F.S.

24. **Exhibit 1 Part IV,** Report Submission, the e-mail address in Section 3, Subsection a. is amended to:

    911Projects@dms.fl.gov

25. **Exhibit 1 Part IV,** Report Submission, the mailing address in Section 3, Subsection a. is amended to:

    Bureau of Public Safety
    Department of Management Services
    4030 Esplanade Way
    Suite 135
    Tallahassee, Florida 32399

26. **Attachment B,** Program Statutes And Regulations, "CFO MEMORANDUM NO.03 (2014-2015)" is amended to "CFO MEMORANDUM NO. 20," "CFO MEMORANDUM NO. 02 (2012-13)" is amended to "CFO MEMORANDUM NO. 01," and reference "Section 365.177, Florida Statutes (Transfer of 911 calls between systems)" is incorporated.

27. **Attachment E,** Quarterly Report, the "Return on Investment" field is struck in its entirety and replaced with "Notes:".

28. **Attachment G,** Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion, is struck in its entirety and replaced with Attachment G (Revised), attached hereto and incorporated by reference.

29. **Attachment H,** Final Administrative Closeout Report, instructions are amended to read, "(Due within sixty (60) days of completion of the activities contained in the Agreement or sixty (60) days after termination of the Agreement.)"

30. **Attachment H,** Final Administrative Closeout Report, the "Return on Investment" field is struck in its entirety and replaced with "Notes:".

31. **Attachment A,** Scope Of Work And Budget, is amended as following:

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a. **Section 1,** Background, is struck in its entirety and replaced with the following:

"The State of Florida has appropriated the Department of Management Services (the Department) a $12 million non-recurring funding allocation to modernize emergency call centers across the state. These funds come from the Emergency Communications Trust Fund (Laws of Florida, Chapter 2024-231) and will be used exclusively for the upgrade of Public Safety Answering Points (PSAPs) during the 2024-2025 fiscal year.

The funds will allow for PSAP upgrades to facilitate the transfer of an emergency call from one 911 system to another in the state in accordance with section 365.177, F.S."

b. **Section 2,** Term, is struck in its entirety and replaced with the following:

"Funding will be available upon execution by both parties and will expire on June 30, 2025. In accordance with Section 215.971(1)(d), Florida Statutes, the Recipient may expend funds authorized by this Agreement only for allowable costs resulting from obligations incurred during the period of this Agreement."

c. **Section 3,** Purpose, is struck in its entirety and replaced with the following:
"The Department wishes to disburse the appropriated funds to Highlands County for the purpose of implementing equipment and services for PSAP upgrades, in accordance with the Laws of Florida, Chapter 2024-231."

d. **Section 4,** General Description Of The Scope Of Work, is amended to add the following:
"All PSAP improvements within this scope of work must be consistent with the National Emergency Number Association's (NENA) NENA i3 Standard for NG911."

e. **Section 5,** Recipient Responsibilities, is struck in its entirety and replaced with Section 5, Deliverables, and incorporates the following deliverable specifications:

5.1 RECIPIENT DELIVERABLES: Recipient will perform the following deliverables in the time and manner specified:

5.1.1 Deliverable 1. Procurement: If not already executed, the Recipient shall execute a contract or purchase order with a vendor responsible for producing equipment and services to upgrade the PSAP(s) for Highlands County, no later than December 16, 2024, unless given written permission by the Department in advance.

5.1.1.1 Provide the Department with an unredacted copy of the final procurement documents and any related addendums. Procurement of commodities and services shall be done in compliance with all local and State of Florida procurement rules and laws and shall clearly set forth all vendor requirements. Commodities and services not procured in accordance with this requirement shall not be eligible for reimbursement.

5.1.1.2 Provide the Department with an unredacted copy of contract(s) or purchase order(s) with the Recipient's vendor(s) for the purpose of upgrading the Highlands County PSAP(s). The Recipient is responsible for ensuring that its contract, purchase order, or subcontract with the awarded vendor for work under this Agreement complies with the terms

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in Section 20, Termination, of the Agreement. The Recipient is also responsible for ensuring the contract or purchase order require the awarded contractor and/or subcontractor comply with the terms of this Agreement and all applicable local and State of Florida laws and regulations governing procurement and receipt of state financial assistance, including, but not limited to, obtaining all legally required affidavits and certifications from its vendors. The Recipient shall ensure awarded vendor(s) systems are interoperable with bordering counties, regions, and adjacent state lines, and, if applicable, consistent with the NENA i3 Standard for NG911. The Recipient shall execute an amendment to any contracts and/or purchase orders where necessary to comply with this provision.

5.1.1.3 Submit to the Department's Grant Manager a signed Attachment G, Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, for any contractor or subcontractor performing work and receiving funding under this Agreement. The form must be received by the Department prior to executing a contract or purchase order or subcontract for work under this Agreement. Where a contract or purchase order has been executed prior to this Agreement's effective date, the Recipient shall provide the Department with documentation demonstrating it obtained the necessary certifications contemplated in Attachment G from its contractors and subcontractors.

5.1.2 Deliverable 2. Improvement: No later than January 1, 2025, unless given written permission by the Department in advance, the Recipient shall conduct, or cause to be conducted, PSAP upgrades procured in accordance with Recipient Deliverable 1. All purchases and installations shall be performed by the awarded vendor(s) in accordance with the contract terms for the Highlands County NGCS Implementation project executed by the Recipient and its awarded vendor(s).

5.1.2.1 Document requests for reimbursement using appropriate reimbursement attachment form. Ensure all requests for reimbursement for Recipient Deliverable 2 contain detail sufficient for audit thereof and shall be accompanied by all supporting documentation required for reimbursement including, but not limited to, receipt of deliverable or service, copies of purchase orders and paid vouchers, invoices, copies of check processing, journal transfers.

5.1.3 Deliverable 3. Inspection: No later than August 22, 2025, the Recipient shall conduct or cause to be conducted an inspection of the Highlands County NGCS Implementation performed to verify that the contract deliverables are met or exceeded in accordance with the contract. If the contract has not been fully completed by the end of this agreement, only those deliverables completed will be inspected.

5.1.3.1 Document the inspection and indicate whether the performance has met or exceeded the PSAP upgrade project component(s) contract deliverables, including any executed acceptance letters demonstrating completion of deliverables, and submit to the Department no later than August 29, 2025.

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5.1.4 Deliverable 4. Reporting: The Recipient shall report quarterly on the status of the Highlands County PSAP Upgrade project work procured in accordance with Recipient Deliverable 1. These reports shall include the current status and progress of the NGCS Implementation project contract deliverables, and the expenditure of funds under this Agreement. The quarterly reports and Final Administrative Closeout Report will be submitted in accordance with Section 15 of the Agreement.

5.1.4.1 Timely submit Attachment E, Quarterly Report within 30 days of the end of each quarter, and Attachment H, Administrative Close-Out Report, to the Department's Grant Manager. Attachment H is due no later than sixty (60) days after the termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever occurs first.

f. **Section 6,** Deliverables, is struck in its entirety.

g. **Section 6,** Performance Measures, Subsection 6.1, is struck in its entirety and replaced with the following:

6.1 Procurement. Execute a contract or purchase order with a Contractor responsible for procuring commodities and services to provide Highlands County with the NGCS Implementation project as specified. Execute any necessary amendments to a contract or purchase order to ensure compliance with the terms of this Agreement.

h. **Section 6**, Performance Measures, Subsection 6.2, Improvement, is struck in its entirety and replaced with the following:

6.2 Improvement. Conduct, or cause to be conducted, purchase and installation of i3-compliant equipment and services for PSAP upgrades.

i. **Section 8,** Department Tasks, Subsection 8.2, is struck in its entirety and replaced with the following:

8.2 The Department will not be responsible or liable for Recipient obtaining i3-compliant equipment or services, or performance of any terms in Recipient's Contract with a vendor.

32. This amendment is effective on the last date it is signed by both Parties.

33. This amendment and all its attachments are hereby made a part of the Agreement. All other terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between the Agreement and this amendment, this amendment shall control.

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IN WITNESS THEREOF, the parties hereto have caused this amendment to be executed by their undersigned officials, as duly authorized.

HIGHLANDS COUNTY

By:_____

Print Name: _____

Print Title: _____
Highlands County

Date:_____

STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES

By: _____
Tom Berger
Deputy Secretary, Business Operations

Date: _____

Docusign Envelope ID: E2BDD785-81CA-42CC-8103-D4E2C821B4DF

ATTACHMENT G (Revised)

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

Contractor Covered Transactions

(1) The prospective Contractor or subcontractor of Highlands County certifies, by submission of this document, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by the State of Florida.

(2) In accordance with the requirements of section 287.135(5), F.S., the vendor certifies that it is not participating in a boycott of Israel and is not on the State Board of Administration's "Quarterly List of Scrutinized Companies that Boycott Israel," available at https://www.sbafla.com/governance/global-governance-mandates/. At the Department's option, the Contract may be terminated if the Contractor is placed on the Quarterly List of Scrutinized Companies that Boycott Israel (referred to in statute as the "Scrutinized Companies that Boycott Israel List") or becomes engaged in a boycott of Israel.

(3) If the goods or services to be provided are $1 million or more, in accordance with the requirements of section 287.135, F.S., the vendor certifies it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List (collectively, "Scrutinized List of Prohibited Companies"); does not have business operations in Cuba or Syria; and is not on the State Board of Administration's "Scrutinized List of Prohibited Companies" available under the quarterly reports section at https://www.sbafla.com/reporting/

(4) The Vendor certifies it has completed and provided an affidavit signed by an officer or a representative of the Vendor under penalty of perjury attesting that the Vendor does not use coercion for labor or services as defined in section 787.06, F.S.

Docusign Envelope ID: E2BDD785-81CA-42CC-8103-D4E2C821B4DF

CONTRACTOR:

INdigital	Highlands County
Company Name	Recipient's Name
Jeff Humbarger CFO	DMS-P1-24-07-05
Name and Title	Department's Contract Number
1616 Director Row	
Street Address	
Fort Wayne, IN 46808	
City, State, Zip	
DocuSigned by: 2C7D4E3BB604483...	
Signature	
12/17/2024	
Date	

THIS SPACE INTENTIONALLY LEFT BLANK

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **Jan 7, 2025**

PRESENTER: **Paul Blackman, Sheriff**

SUBJECT/TITLE: **Request for Approval two (2) Region 6 Next Gen Memorandums of Understanding (MOU's) and an INdigital Agreement for Chair's signature.**

STATEMENT OF ISSUE

Attached are two (2) Region 6 Next Gen Memorandums of Understanding (MOUâ€™s) and an INdigital Agreement for Chairâ€™s signature. The 1st attachment is the original MOU regarding a joint regional Next Gen 911 routing project between the BOCC's of Charlotte County, Collier County, Desoto County, Glades County, Hardee County, Hendry County, Highlands County, Lee County, Monroe County, and Okeechobee County. These 10 counties encompass a portion of the 911 Region 6 as designated by the FL Dept. of Mgmt. Svcs for the purposes of establishing regional 911 initiatives with the understanding that emergency incidents and disasters do not recognize county boundaries. Additionally, the legacy routing of 9-1-1 calls, built around landline telephone technology does not route cellular callers to the authorities based on their physical location. A large majority of calls for assistance now come from cellular callers. This MOU serves to further the 2019 legislative initiative of HB 441 that subsequently created FS 365.177, "Transfer of [emergency] calls between systems." Each Party to this MOU recognizes the need to move toward NG911and allow for improved 9-1-1 services across jurisdictional boundaries. This MOU will establish the framework through which each Party will collaborate to implement the Project. Specifically, the Parties desire to plan, operate and maintain a shared NG911 Network and critical components and services necessary to ensure the most accurate and efficient routing of 911 calls. The 2nd attachment is an Addendum to the original MOU which is just adding Martin County and St. Lucie County to participate in the regional 9-1-1 system and whereas the parties do not intend to disturb or amend any provisions of the original MOU. The 3rd attachment is an Agreement between Highlands County and INdigital, Inc. (Contractor) where the Contractor will be responsible for supplying the equipment and associated services for maintaining as well as the necessary upgrades to the 9-1-1 system.

RECOMMENDED ACTION

Move to Approve two (2) Region 6 Next Gen Memorandums of Understanding (MOU's) and an INdigital Agreement for Chair's signature.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Sheriff_REGION 6 NG911 Services MOU-FINAL-V1.pdf
Attachments: Sheriff_Addendum 1 - REGION 6 NG911 Services MOU-V2.pdf
Attachments: Sheriff_INdigital Agreement.pdf

MEMORANDUM OF UNDERSTANDING (MOU) REGARDING A JOINT REGIONAL NEXT GENERATION 911 ROUTING PROJECT BETWEEN CHARLOTTE COUNTY BOARD OF COUNTY COMMISSIONERS, COLLIER COUNTY BOARD OF COUNTY COMMISSIONERS, DESOTO COUNTY BOARD OF COUNTY COMMISSIONERS, GLADES COUNTY BOARD OF COUNTY COMMISSIONERS, HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS, HENDRY COUNTY BOARD OF COUNTY COMMISSIONERS, HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS, LEE COUNTY BOARD OF COUNTY COMMISSIONERS, MONROE COUNTY BOARD OF COUNTY COMMISSIONERS, AND OKEECHOBEE COUNTY BOARD OF COUNTY COMMISSIONERS

WHEREAS, this memorandum of understanding ("MOU") is made and entered into by and between Charlotte County Board Of County Commissioners (hereinafter, Charlotte BOCC), Collier County Board Of County Commissioners (hereinafter, Collier BOCC), Desoto County Board Of County Commissioners (hereinafter, Desoto BOCC) Glades County Board Of County Commissioners (hereinafter, Glades BOCC), Hardee County Board Of County Commissioners (hereinafter, Hardee BOCC), Hendry County Board Of County Commissioners (hereinafter, Hendry BOCC), Highlands County Board Of County Commissioners (hereinafter, Highlands BOCC), Lee County Board Of County Commissioners (hereinafter, Lee BOCC), Monroe County Board Of County Commissioners (hereinafter, Monroe BOCC), and Okeechobee Board Of County Commissioners (hereinafter, Okeechobee BOCC) who desire to enter a Memorandum of Understanding regarding the parties Joint Regional Next Generation 911 (NG911) Systems and Services Project ("Project").

WHEREAS, the Board of County Commissioners listed in this agreement will be referred to collectively as the "Parties" and individually referred to as a "Party".

WHEREAS, the Parties are authorized by 163.01, Florida Statutes, to enter into interlocal agreements to cooperatively and efficiently use their powers to provide public services that will advance the general health, safety and welfare of their respective citizens.

WHEREAS, an MOU is a requirement of the State E911 Board to receive multiple year grant funding to support NG911 Systems and Services.

I. PURPOSE

The Charlotte BOCC, Collier BOCC, Desoto BOCC, Glades BOCC, Hardee BOCC, Hendry BOCC, Highlands BOCC, Lee BOCC, Okeechobee BOCC, and Monroe County encompass a portion of the 911 Region 6, as designated by the Florida Department of Management Services (DMS) for the purposes of establishing regional 911 initiatives. Emergency incidents and disasters do not recognize county boundaries. Additionally, the legacy routing of 9-1-1 calls, built around

landline telephone technology does not route cellular callers to the authorities based on their physical location. A large majority of calls for assistance now come from cellular callers. This MOU serves to further the 2019 legislative initiative of HB 441 that subsequently created FS 365.177, "Transfer of [emergency] calls between systems." Each Party to this MOU recognizes the need to move toward NG911and allow for improved 9-1-1 services across jurisdictional boundaries. Each BOCC agrees to participate. This MOU will establish the framework through which each Party will collaborate to implement the Project. Specifically, the Parties desire to plan, operate and maintain a shared NG911 Network and critical components and services necessary to ensure the most accurate and efficient routing of 911 calls. This may include, but is not limited to, an Emergency Services IP Network (ESInet), Core Services, GIS data accuracy, GIS data aggregation, and Cybersecurity.

II. GRANT AWARD

The Florida 911 State Grant Program allows for a five-year award for regional projects with the provision of an MOU between the participating counties of that region. These state grants are awarded to assist Public Safety Answering Points (PSAPs) in upgrading to NG911 capabilities. The Florida E911 Board, as Grantor, will be distributing funds to qualifying local governments in accordance with grant guidelines. Each party understands that it will be responsible for submitting a grant application and subsequent documentation for grant reimbursement. All the parties agree to abide by the grant conditions.

III. REGIONAL COORDINATION

The parties agree to:

A. Collaborate on NG911 requirements that ensure maximum levels of interoperability through involvement of the appropriate local, state and tribal authorities within the counties and other entities.

B. Collaborate on NG911 related matters and encourage collaboration between PSAPs and GIS authorities in the development, and maintenance, and sharing of the critical GIS data needed to support NG911 services across the region and State of Florida.

IV. INFORMATION AND OWNERSHIP

Each party shall retain ownership, control of, and remain the public record custodian of all information it contributes into the shared NG911 system. Counties may access shared data in the secure network or through shared data repositories as necessary for the effective operation of the system.

As it relates to the NG911 ESInet and Core Services, each party agrees to comply with the grant's requirements, which may require selection of NG911 providers that meet the latest NENA i3 Standard and NENA Next Generation Security standards.

V. TERMINATION

Each party's obligation to perform in accordance with this MOU is contingent upon the availability and appropriation of grant funds that are appropriated or allocated for the purpose of carrying out this MOU. Any party may terminate their participation in this MOU if it does not receive funds to allow it to participate in the Project. Any party wishing to terminate its participation pursuant to this provision shall notify the other parties in writing at least thirty (30) days before withdrawing from the Project.

A. All parties agree that they will comply with the grant's terms. After the grant project period has ended, any party may terminate their participation in this MOU upon thirty (30) days' written notice to all other parties.

B. Any party who terminates its participation in the Project shall bear the cost of any local modifications necessary to exit participation in the shared 911 system. No terminating party shall be entitled to a refund of any payments made to improve the shared system arising from the terms of this MOU. This provision shall not impair any party's ability to collect monies from vendors related to the Project.

VI. LIABILITY

No participating party shall be liable to any other party for any third-party claim, which may arise out of the shared 911 system itself, its operation or use, or its failure to operate as anticipated, upon whatever cause of action any claim is based. The shared 911 system is designed to enhance regional 911 functions and assist emergency services agencies to provide backup to one another in disasters. It is not intended to be a substitute for the exercise of judgment or supervision of a Party's professionals or employees. All participating parties acknowledge that the responsibility for providing 911 dispatch and first responder services or other government related services rests with the respective Party which is providing such service and not with any other party to this MOU.

VII. ADDITION OF COUNTIES

Any county outside the DMS designated, Region 6, that is not part of this current agreement but wishes to participate later may be added upon the approval of the State E911 Board. Such county will supply the Parties with the written approval from DMS. The MOU will require an addendum as counties choose to participate in the Project.

VIII. NOTICE

All notices required to be given under this MOU shall be deemed sufficient to each party when delivered by email or registered or certified mail to:

Charlotte County Board of County Commissioners
C/O Hector Flores, County Administrator
18500 Murdock Cir
Port Charlotte, FL 33948
bcc.administration@charlottecountyfl.gov

With a copy to:

Charlotte County Sheriff's Office
Attn: Sheriff Bill Pummell
7474 Utilities Rd.
Punta Gorda, FL 33982

Collier County Board of County Commissioners
William McDaniel, Jr. – Chairman
3299 Tamiami Trail East, Suite 303
Naples, FL 34112

Desoto County Board of County Commissioners
C/O Mandy Hines, County Administrator
201 E. Oak Street
Suite 201
Arcadia, FL 34266

With a copy to:
Desoto County Sheriff's Office
Attn: Sheriff James "Jim" Potter
208 E. Cypress St.
Arcadia, FL 34266

Glades County Board of County Commissioners
Tim Stanley - Chairman
PO Box 1527
500 Ave J
Moore Haven, FL 33471

Hardee County Board of County Commissioners
Russell Melendy - Chairman
412 W Orange St, Room 103
Wauchula, FL, 33873

Hendry County Board of County Commissioners
C/O Jennifer Davis, County Administrator
PO Box 1760
LaBelle, Florida 33975

Highlands County Board of County Commissioners
–Attn: County Administrator600 S Commerce Ave
Sebring, FL 33870

With a copy to:

Highlands County Sheriff
Attn: Sheriff Paul Blackman
400 S Eucalyptus St
Sebring, Fl 33870

Lee County Board of County Commissioners
C/O County Manager
PO Box 398
Fort Myers, FL 33902

With a copy to:

Lee County
Attn: 911 Program Manager
PO Box 398
Fort Myers, FL 33902

Monroe County Board of County Commissioners
1100 Simonton Street
Key West, FL 33040

With a copy to:

Monroe County Sheriff's Office
Rick Ramsay Sheriff
5525 College Road
Key West, FL 33040

Okeechobee County Board of County Commissioners
C/O Deborah Manzo, County Administrator
304 NW 2nd Street
Okeechobee, FL 34972

IX. MODIFICATIONS

This MOU may be amended by written agreement signed by each of the Parties. Modifications of this MOU may not relieve Parties from implementing the content of the approved grant awards. Modifications to this MOU may require approval by the E911 Board and DMS.

X. EFFECTIVE/DURATION

This MOU shall be effective on the date of the last signature hereon. The term of this MOU shall be perpetual unless earlier terminated by any party as provided herein.

XI. COUNTERPARTS

This MOU and any subsequent amendments hereto may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original, and all of which shall be deemed to be one and the same instrument. Facsimile transmission signatures shall be deemed original signatures.

Signatures continue on next pages

1) Charlotte County Board of County Commissioners (or designee) -- required

This MOU is passed, duly adopted and signed on this _____ day of _____, 2022.

BOARD OF COUNTY COMMISSIONERS OF CHARLOTTE COUNTY, FLORIDA

By: _____
William G. Truex, Chairman

ATTEST:
Roger D. Eaton, Clerk of
Circuit Court and Ex-Officio
Clerk to the Board of County
Commissioners

By: _____
Deputy Clerk

Approved as to form and legal sufficiency:

_____
Janette S. Knowlton, County Attorney
LR22-0416_____

2) Collier County Board of County Commissioners (or designee) -- required

William McDaniel, Jr. – Chairman
3299 Tamiami Trail East, Suite 303
Naples, FL 34112

_____
Signature/Date

_____
Print Name/Title

3) Desoto County Board of County Commissioners (or designee) -- required

_____

This MOU is passed, duly adopted and signed on this _____ day of _____, 2022.

BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA

By: _____
Elton Langford, Chairman

ATTEST:

_____
Mandy Hines, County Administrator

Approved as to form and legal sufficiency:

_____
Donald D. Conn, County Attorney

4) Glades County Board of County Commissioners (or designee) -- required

Tim Stanley - Chairman
PO Box 1527
500 Ave J
Moore Haven, FL 33471

_____
Signature/Date

_____
Print Name/Title

5) Hardee County Board of County Commissioners (or designee) -- required

Russell Melendy - Chairman
412 W Orange St, Room 103
Wauchula, FL, 33873

_____
Signature/Date

_____
Print Name/Title

6) Hendry County Board of County Commissioners (or designee) -- required

C/O Jennifer Davis, County Administrator
PO Box 1760
LaBelle, Florida 33975

_____
Signature/Date

_____
Print Name/Title

7) Highlands County Board of County Commissioners (or designee) -- required

C/O Arlene Tuck - Chairwoman
600 S. Commerce Avenue
Sebring, FL 33870

_____
Signature/Date
Arlene Tuck, Chairwoman

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

8) Lee County Board of County Commissioners (or designee) -- required

C/O County Manager
PO Box 398
Fort Myers, FL 33902

With a copy to:

Lee County
Attn: 911 Program Manager
PO Box 398
Fort Myers, FL 33902

_____
Signature/Date

_____
Print Name/Title

9) Monroe County Board of County Commissioners (or designee) -- required

Monroe County Board of County Commissioners
1100 Simonton Street
Key West, FL 33040

With a copy to:

Monroe County Sheriff's Office
Rick Ramsay Sheriff
5525 College Road
Key West, FL 33040

_____
Signature/Date

_____
Print Name/Title

10) Okeechobee County Board of County Commissioners (or designee) – required

C/O Deborah Manzo, County Administrator
304 NW 2nd Street
Okeechobee, FL 34972

_____
Signature/Date

_____
Print Name/Title

ADDENDUM NUMBER ONE TO ADD MARTIN COUNTY AND ST. LUCIE COUNTY AS PARTIES TO THE MEMORANDUM OF UNDERSTANDING (MOU) REGARDING A JOINT REGIONAL NEXT GENERATION 911 ROUTING PROJECT BETWEEN CHARLOTTE COUNTY BOARD OF COUNTY COMMISSIONERS, COLLIER COUNTY BOARD OF COUNTY COMMISSIONERS, DESOTO COUNTY BOARD OF COUNTY COMMISSIONERS, GLADES COUNTY BOARD OF COUNTY COMMISSIONERS, HARDEE COUNTY BOARD OF COUNTY COMMISSIONERS, HENDRY COUNTY BOARD OF COUNTY COMMISSIONERS, HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS, LEE COUNTY BOARD OF COUNTY COMMISSIONERS, MONROE COUNTY BOARD OF COUNTY COMMISSIONERS, AND OKEECHOBEE COUNTY BOARD OF COUNTY COMMISSIONERS

WHEREAS, this addendum number one to the memorandum of understanding ("Addendum") is made and entered into by and between Charlotte County Board Of County Commissioners (hereinafter, Charlotte BOCC), Collier County Board Of County Commissioners (hereinafter, Collier BOCC), Desoto County Board Of County Commissioners (hereinafter, Desoto BOCC) Glades County Board Of County Commissioners (hereinafter, Glades BOCC), Hardee County Board Of County Commissioners (hereinafter, Hardee BOCC), Hendry County Board Of County Commissioners (hereinafter, Hendry BOCC), Highlands County Board Of County Commissioners (hereinafter, Highlands BOCC), Lee County Board Of County Commissioners (hereinafter, Lee BOCC), Monroe County Board Of County Commissioners (hereinafter, Monroe BOCC), Okeechobee Board Of County Commissioners (hereinafter, Okeechobee BOCC), Martin County Board of County Commissioners (hereinafter, Martin BOCC), and St. Lucie County Board of County Commissioners (hereinafter, St. Lucie BOCC) who desire to enter a this addendum number one to Memorandum of Understanding regarding the parties Joint Regional Next Generation 911 (NG911) Systems and Services Project ("Project").

WHEREAS the Boards of County Commissioners listed in this agreement will be referred to collectively as the "Parties" and individually referred to as a "Party" by "_____ BOCC."

WHEREAS the Parties are authorized by 163.01, Florida Statutes, to enter into interlocal agreements to cooperatively and efficiently use their powers to provide public services that will advance the general health, safety and welfare of their respective citizens.

WHEREAS the Parties entered into a Memorandum of Understanding regarding the parties Joint Regional Next Generation 911 (NG911) Systems and Services Project ("MOU") in 2022.

WHEREAS, the Parties, pursuant to MOU paragraph IV, wish to add Martin BOCC and St. Lucie BOCC to the list of participating Boards of County Commissioners.

WHEREAS the Parties do not intend to disturb or amend any provision of the MOU as adopted by the Parties.

I. ADDENDUM

The Parties hereby add Martin BOCC and St. Lucie BOCC as Parties to the MOU on the date when the Martin BOCC and St. Lucie BOCC notify the Parties that their respective Boards have accepted and acknowledged the MOU's terms and conditions.

II. MOU PROVISIONS TO REMAIN UNDISTURBED OR FURTHER AMENDED

The sole purpose of this addendum is to add Martin BOCC and St. Lucie BOCC as Parties to the MOU. All other provisions of the MOU remain undisturbed and the Parties do not intend to amend such provisions further.

III. CONFLICT

If any provision of this addendum is deemed by a court of competent jurisdiction to conflict with a provision of the MOU, the Parties intend for the MOU to govern. All parties agree that they will comply with the grant's terms. After the grant project period has ended, any party may terminate their participation in this MOU upon thirty (30) days' written notice to all other parties.

Signatures continue on next pages

1) Charlotte County Board of County Commissioners (or designee) -- required

This MOU is passed, duly adopted and signed on this _____day of _____, 2023.

BOARD OF COUNTY COMMISSIONERS OF CHARLOTTE COUNTY, FLORIDA

By: _____
William G. Truex, Chairman

ATTEST:
Roger D. Eaton, Clerk of
Circuit Court and Ex-Officio
Clerk to the Board of County
Commissioners

By: _____
Deputy Clerk

Approved as to form and legal sufficiency:

_____
Janette S. Knowlton, County Attorney
LR23-0402_____

2) Collier County Board of County Commissioners (or designee) -- required

William McDaniel, Jr. – Chairman
3299 Tamiami Trail East, Suite 303
Naples, FL 34112

_____
Signature/Date

_____
Print Name/Title

3) Desoto County Board of County Commissioners (or designee) -- required

_____

This MOU is passed, duly adopted and signed on this _____day of _____, 2023.

BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA

By: _____
Elton Langford, Chairman

ATTEST:

_____
Mandy Hines, County Administrator

Approved as to form and legal sufficiency:

_____
Donald D. Conn, County Attorney

4) Glades County Board of County Commissioners (or designee) -- required

Tim Stanley - Chairman
PO Box 1527
500 Ave J
Moore Haven, FL 33471

_____
Signature/Date

_____
Print Name/Title

5) Hardee County Board of County Commissioners (or designee) -- required

Russell Melendy - Chairman
412 W Orange St, Room 103
Wauchula, FL, 33873

_____
Signature/Date

_____
Print Name/Title

6) Hendry County Board of County Commissioners (or designee) -- required

C/O Jennifer Davis, County Administrator
PO Box 1760
LaBelle, Florida 33975

_____
Signature/Date

_____
Print Name/Title

7) Highlands County Board of County Commissioners (or designee) -- required

C/O Arlene Tuck - Chairwoman
600 S Commerce Ave
Sebring, FL 33870

_____
Signature/Date
Arlene Tuck, Chairwoman

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

8) Lee County Board of County Commissioners (or designee) -- required

C/O County Manager
PO Box 398
Fort Myers, FL 33902

With a copy to:

Lee County
Attn: 911 Program Manager
PO Box 398
Fort Myers, FL 33902

_____
Signature/Date

_____
Print Name/Title

9) Monroe County Board of County Commissioners (or designee) -- required

Monroe County Board of County Commissioners
1100 Simonton Street
Key West, FL 33040

With a copy to:

Monroe County Sheriff's Office
Rick Ramsay Sheriff
5525 College Road
Key West, FL 33040

_____
Signature/Date

_____
Print Name/Title

10) Okeechobee County Board of County Commissioners (or designee) – required

C/O Deborah Manzo, County Administrator
304 NW 2nd Street
Okeechobee, FL 34972

_____
Signature/Date

_____
Print Name/Title

11) Martin County Board of County Commissioners (or designee) – required

The authorized signatory(ies) below acknowledges and agree on behalf of the Martin County Board of County Commissions to be bound to the MOU's terms and conditions.

Notices required to be given under this MOU for the Martin County Board of County Commissioners shall be delivered by email or registered or certified mail to:

_____
_____
_____
_____

*C/O*_____
_____
_____

_____
Signature/Date

_____
Print Name/Title

12) St. Lucie County Board of County Commissioners (or designee) – required

The authorized signatory(ies) below acknowledges and agree on behalf of the St. Lucie County Board of County Commissions to be bound to the MOU's terms and conditions.

Notices required to be given under this MOU for the St. Lucie County Board of County Commissioners shall be delivered by email or registered or certified mail to:

_____
_____
_____
_____

*C/O*_____
_____
_____

_____
Signature/Date

_____
Print Name/Title

AGREEMENT

THIS AGREEMENT is made by and between the HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as the "COUNTY", and INdigital, Inc., d/a/a INdigital, 1616 Directors Row, Fort Wayne, IN 46808, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY is responsible for maintaining a 9-1-1 system for handling emergency calls; and

WHEREAS, the COUNTY is party of multi-county initiative to create a regional 9-1-1 system to help with transferring calls among agencies, providing redundancy and back up in disaster situations and providing aide when counties are experiencing 9-1-1 system issues; and

WHEREAS, pursuant to the COUNTY's Purchasing Manual, Section 17.B.22, the purchase of unique or special services are exempt from the formal solicitation process; and

WHEREAS, the COUNTY has determined that upgrades to its 9-1-1 system are necessary in order to participate in the multi-county regional 911 system cooperative;

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

SECTION 1. RECITALS.

The above Recitals are true and correct and are incorporated herein by this reference.

SECTION 2. TERM.

The term of this agreement ("**Term**") will commence on the Effective Date and continue until such time as the equipment and associated services have been fully provided as set forth in the applicable Exhibits attached hereto.

SECTION 3. EQUIPMENT AND SERVICES.

The CONTRACTOR shall be responsible for supplying the equipment and associated services described and provided for in **Composite Exhibit "A"** attached hereto. To the extent of any conflict between **Composite Exhibit "A"** and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

SECTION 4. WARRANTY.

The CONTRACTOR agrees to provide a full warranty as set forth in **Composite Exhibit "A"**. The warranty documentation shall be to the COUNTY upon full installation of the equipment.

SECTION 5. OBLIGATIONS OF THE CONTRACTOR.

Obligations of the CONTRACTOR shall include, but not be limited to, the following:

A. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which may be necessary to fully complete and deliver the goods and/or services requested by the COUNTY, and shall not have the authority to create or cause to be filed any liens for labor and/or materials on or against the COUNTY or any property owned by the COUNTY. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.

B. The CONTRACTOR will ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein when providing services for the COUNTY in accordance herewith.

C. The CONTRACTOR will maintain an adequate and competent staff and remain authorized to do business within the State of Florida. The CONTRACTOR may subcontract the services requested by the COUNTY; however, the CONTRACTOR is fully responsible for the satisfactory completion of all subcontracted work.

SECTION 6. STANDARD OF CARE.

A. The CONTRACTOR has represented to the COUNTY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Agreement, the CONTRACTOR agrees that the CONTRACTOR will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise, working on similar activities. The CONTRACTOR shall perform the services requested in an efficient manner consistent with the COUNTY's stated objectives and standards.

B. The CONTRACTOR covenants and agrees that it and its employees, agents, sub-contractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

SECTION 7. COMPENSATION.

Compensation for services completed by the CONTRACTOR will be in accordance with Florida Statutes, section 218.70, Florida's Prompt Payment Act. The purchase of the equipment and associated services and software shall be in an amount and in accordance with the compensation schedule attached hereto as **Exhibit "B."** To the extent of any conflict between **Exhibit "B,"** and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

SECTION 8. TERMINATION.

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

SECTION 9. PAYMENT WHEN SERVICES ARE TERMINATED.

A. In the event of termination of this Agreement by the COUNTY, and not due to the fault of the CONTRACTOR, the COUNTY shall compensate the CONTRACTOR for all goods and services performed prior to the effective date of termination.

B. In the event of termination of this Agreement due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the COUNTY shall compensate the CONTRACTOR for all services completed, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to the COUNTY. All such payments shall be subject to an off-set for any damages incurred by the COUNTY resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the COUNTY in the event of breach by the CONTRACTOR.

SECTION 10. INSURANCE.

A. The CONTRACTOR shall maintain the types and limits of insurance as set forth in **Composite Exhibit "A"** attached hereto and shall provide proof of same to the COUNTY, in the form of a Certificate of Insurance prior to the start of any work hereunder.

B. The CONTRACTOR shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the appropriate insurance. In addition, the CONTRACTOR shall maintain proof of same on file and made readily available upon request by the COUNTY.

SECTION 11. COUNTY OBLIGATIONS.

At the CONTRACTOR's request, the COUNTY agrees to provide, at no cost, all pertinent information known to be available to the COUNTY to assist the CONTRACTOR in providing and performing the required services.

SECTION 12. ENTIRE AGREEMENT.

This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or affect whatsoever on this Agreement.

SECTION 13. APPLICABLE LAW, VENUE, JURY TRIAL.

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

proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

SECTION 14. PUBLIC RECORDS.

A. Pursuant to Florida Statutes, Section 119.0701:

IF YOU HAVE QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES, CHAPTER 119, TO YOUR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS:

COUNTY: GLORIA RYBINSKI, RECORDS CUSTODIAN
600 SOUTH COMMERCE AVENUE
SEBRING, FLORIDA 33870
TELEPHONE NUMBER: (863) 402-6836
HCBCCRECORDS@HIGHLANDSFL.GOV

B. CONTRACTOR agrees to comply with public records laws, specifically to:

1. Keep and maintain public records required by the COUNTY to perform the services set forth herein.
2. Upon request from the COUNTY's custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.
3. Ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the COUNTY.
4. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records required by the COUNTY to perform the services set forth herein. If the CONTRACTOR transfers all public records to the COUNTY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY,

upon request from the COUNTY's custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

SECTION 15. INDEPENDENT CONTRACTOR.

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the CONTRACTOR, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the COUNTY for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The CONTRACTOR will retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder.

SECTION 16. APPLICABLE LICENSING.

The CONTRACTOR, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.

SECTION 17. COMPLIANCE WITH ALL LAWS.

The CONTRACTOR, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

SECTION 18. INDEMNIFICATION.

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, in any way related to the services provided herein and this Agreement, arising from any actual third-party claim, demand, action, or proceeding ("Claim") for personal injury, death, or direct damage to tangible property to the extent caused by CONTRACTOR's negligence, gross negligence or willful misconduct in performing its duties and responsibilities under this Agreement. The CONTRACTOR agrees to indemnify, defend and hold the COUNTY harmless for any and all such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement. The CONTRACTOR's indemnity pursuant to this section is conditioned upon: (a) COUNTY notifying CONTRACTOR in writing of the Claim as soon as reasonably possible after COUNTY has knowledge of the Claim; (b) CONTRACTOR having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) COUNRY cooperating with CONTRACTOR and, if requested by CONTRACTOR, providing reasonable assistance in the defense of the Claim. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement.

SECTION 19. BANKRUPTCY OR INSOLVENCY.

If the CONTRACTOR shall file a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the CONTRACTOR shall be appointed in any proceeding brought by or against the CONTRACTOR, or if the CONTRACTOR shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the CONTRACTOR's operations of the premises, the COUNTY may terminate this Agreement immediately notwithstanding any notice requirements set forth herein.

SECTION 20. BINDING EFFECT.

This Agreement shall be binding upon and enure to the benefit of the parties hereto, their heirs, personal representatives, successors, and/or assigns.

SECTION 21. ASSIGNMENT.

This Agreement shall only be assignable by the CONTRACTOR upon the express written consent of the COUNTY.

SECTION 22. SEVERABILITY.

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid. If necessary, to preserve the intent of the parties, the parties shall negotiate in good faith to amend this Agreement, adopting a substitute provision for the one deemed invalid or unenforceable that is legally binding and enforceable.

SECTION 23. WAIVER.

Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, or condition, or right of election, but same shall remain in full force and effect.

SECTION 24. NOTICE.

The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the COUNTY and the CONTRACTOR. All notices required and/or made pursuant to this Agreement to be given to the CLERK and the CONTRACTOR shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

COUNTY: Highlands County
Attn: County Administrator
600 S. Commerce Avenue
Sebring, Florida 33870

Copy to: Highlands County Attorney
600 S. Commerce Avenue
Sebring, Florida 33870

CONTRACTOR: INdigital, Inc.
Attn: Contract Administrator
1616 Directors Row
Fort Wayne, IN 46808

SECTION 25. MODIFICATION.

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 26. HEADINGS.

All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such sections, exhibits, and attachments.

SECTION 27. ADMINISTRATIVE DOCUMENTATION CONFLICT.

In the event the COUNTY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the COUNTY's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon. Likewise, any invoice or other instrument issued by the CONTRACTOR shall in no way modify the covenants, terms and provisions of this Agreement and shall have no force or effect thereon.

SECTION 28. CONFLICT OF INTEREST.

The CONTRACTOR warrants that the CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the COUNTY shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements set forth herein.

SECTION 29. PUBLIC ENTITY CRIMES.

As required by section 287.133, Florida Statutes, the CONTRACTOR warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The CONTRACTOR further warrants that it will neither utilize the services of, nor contract

with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list.

SECTION 30. JOINT AUTHORSHIP.

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

SECTION 31. EQUAL OPPORTUNITY EMPLOYER.

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 32. SOVEREIGN IMMUNITY.

The COUNTY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Florida Statutes, Section 768.28. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of COUNTY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the COUNTY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law. This section shall not limit any remedies as specifically contained in this Agreement.

SECTION 33. AUDITING, RECORDS, AND INSPECTION.

In the performance of this Agreement, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the COUNTY and shall be retained by the CONTRACTOR, for a period of five (5) years after termination or completion of the Agreement or until the full COUNTY audit is complete, whichever comes first. The COUNTY shall retain the right to audit the books during the Five (5) year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. The COUNTY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the COUNTY. The COUNTY has the right to terminate this Agreement based upon the findings in this audit without regard to any notice requirement for termination.

SECTION 34. EMPLOYMENT ELIGIBILITY VERIFICATION.

Pursuant to Florida Statutes, Section 448.095, and in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal

government to verify the eligibility individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the CONTRACTOR shall require any and all subcontractors performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subcontractor shall provide an affidavit to the CONTRACTOR stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the CONTRACTOR must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by the COUNTY without regard to any notice otherwise required herein. In the event the COUNTY incurs costs as a result of the CONTRACTOR's breach of this provision, any and all such costs shall be paid by the CONTRACTOR immediately upon receipt of notice of the same from the COUNTY. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: http://www.dhs.gov/E-Verify.

SECTION 35. USE OF COUNTY NAME, LOGO, SEAL AND/OR FLAG.

The CONTRACTOR may only use the COUNTY'S name, logo, seal and/or flag with the express written permission of the COUNTY and consistent with any COUNTY policy related to the same.

SECTION 36. ACCEPTANCE CERTIFICATES.

The County Administrator is hereby authorized to execute the System Acceptance Certificate, attached hereto as **Exhibit "E,"** upon completion of all system testing, the receipt of all deliverables and the CONTRACTOR has performed all other work required pursuant to this Agreement. In addition, the County Administrator is authorized to execute the Equipment Lease Purchase Agreement Delivery and Acceptance Certificate, attached hereto as **Exhibit "F,"** upon receipt of the equipment, inspection thereof and a determination that the equipment is satisfactory for the purposes of the Lease Purchase Agreement.

SECTION 37. ELECTRONIC SIGNATURE.

This Agreement may be executed in multiple counterparts, each one of which shall be deemed an original, but all of which together shall constitute the same Agreement. Electronic signatures shall be valid and sufficient to bind any party to this Agreement. Signatures to this Agreement transmitted by facsimile, email or other electronic transmission (for example, through the use of a Portable Document Format or "pdf" file) shall be valid and effective to bind the party so signing. All such signatures will be deemed to be original signatures for all purposes.

[Signature on Following Page]

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

BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY

_____
Arlene Tuck, Chairwoman

ATTEST:

_____
Jerome Kaszubowski, Clerk

CONTRACTOR

By: _____

Print: Jeffry A. Humbarger

Title: CFO

STATE OF Indiana
COUNTY OF Allen

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization of Jeffry A. Humbarger, as CFO, of INdigital, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 13 day of December, 2024.

(stamp)

KARA GOODRICH
NOTARY PUBLIC
SEAL
ALLEN COUNTY, STATE OF INDIANA
MY COMMISSION EXPIRES FEBRUARY 06, 2032
COMMISSION NUMBER NP0754414

Kara Goodrich
NOTARY PUBLIC, State of ~~Florida~~ Indiana

9-1-1 SERVICES AND SOFTWARE LICENSE AGREEMENT

This 9-1-1 Services and Software License Agreement (this "**Agreement**"), together with any other documents incorporated into this Agreement by reference (including all Exhibits to this Agreement, including the General Terms and Conditions of Software License, which are attached to this Agreement as Exhibit A), constitute the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

The exhibits, attachments and appendices referred to in this Agreement are incorporated into this Agreement by reference and are an integral part of this Agreement to the same extent as if they were set forth verbatim in this Agreement, and the Parties have read, understand, and agree to all terms and conditions of all such exhibits, attachments, and appendices.

Any capitalized terms used, but not defined, below will have the meanings ascribed to them in the General Terms and Conditions of Software License attached to this Agreement as Exhibit A and incorporated into this Agreement by reference in their entirety.

1. Purpose	Grant of a *non-exclusive, non-sub licensable and non-transferable*, limited license to use the Software, which shall include any third-party software, necessary or required for the operation of Customer's emergency telephone system in the Territory.
Type of Agreement/Document	☒ Original Agreement ☐ Amendment
2. Parties/ Notices:	
INdigital:	Communications Venture Corporation INdigital, Inc (d/b/a INdigital) ("**INdigital**") 1616 Directors Row Fort Wayne, IN 46808 Phone: (260) 469-2010 E-mail: contracts@indigital.net Attention: Contract Administration
Customer:	**Highlands County, FL** Address: **600 S Commerce Ave Sebring, FL 33870** Phone: **(863) 402-6517** E-mail: lhurner@highlandsfl.gov Contact Person: Laurie Hurner, County Administrator
3. Effective Date	_____ ("**Effective Date**").
4. Software	Software listed and described in Exhibit C attached to, and incorporated by reference into, this Agreement, together with any Maintenance Releases provided to Customer pursuant to this Agreement.
5. Territory	**Highlands County, FL**
6. Permitted Use	Use of the Software by Customer for the purpose of operating an emergency telephone system in the Territory ("**Permitted Use**").
7. Installation	INdigital will deliver and install one (1) copy of the Software to Customer.

8. Maintenance Releases	During the Term, INdigital will provide Customer with all Maintenance Releases that INdigital may make generally available to its licensees at no additional charge.
9. License Fee	**Fee: $706,960.00** See Exhibit D attached to, and incorporated by reference into, this Agreement. If the Term is renewed, Customer will pay the then-current standard license fees that INdigital charges for the Software.
10. Additional Charges	See Exhibit D attached to, and incorporated by reference into, this Agreement for a exhibit of additional charges, if any, for installation, training, and acceptance testing services. Customer will also reimburse INdigital for out-of-pocket expenses incurred by INdigital in connection with performing such additional services.
11. Payment Schedule	**Milestone 1)** Non-Recurring Charge (NRC). Due at Signature. **Milestone 2)** Monthly Recurring Charges (MRCs) for Network Services "Network connection between INdigital Data Center and Call Handling Equipment at the PSAPs". Due at Completion. **Milestone 3)** 85% of MRC for Location and Routing Services. Due upon network migration of VoIP, CLEC and Wireless OSPs to INdigital's network for 9-1-1 call delivery. **Milestone 4)** Remaining 15% of MRC for Location and Routing Services Due upon network migration of legacy Wireline OSPs* to INdigital's network for 9-1-1 call delivery. **Optional Service** – See Exhibit D. *Legacy Wireline OSPs may impose tariffed charges for their call delivery costs.
12. Term	**Initial Term**: From Effective Date until **five (5)-year** anniversary of such date unless terminated earlier pursuant to any of the Agreement's express provisions. **Renewal Terms**: This Agreement will automatically renew for additional successive twelve (12)-month terms unless earlier terminated pursuant to any of the Agreement's express provisions or either Party gives the other Party written notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term.
13. Exhibits	☒ **Exhibit A** – General Terms and Conditions of 9-1-1 Services and Software License (attached to, made part of, and incorporated in its entirety by reference into, this Agreement). ☒ **Exhibit B** – Designated Sites ☒ **Exhibit C** - Software / Services Description ☒ **Exhibit D** – Price List ☒ **Exhibit E** – Project Expectations and Deliverables
14. Other Agreements between Parties	☐ Equipment Purchase and Sale Agreement

☐ Support and Maintenance Agreement

15. Representative

Name: **Jennifer Poole**

This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by e-mail is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

CUSTOMER:

HIGHLANDS COUNTY

Name: Arlene Tuck
Title: Chairwoman, Highlands County
Date:

INDIGITAL INC:

COMMUNICATION VENTURE CORPORATION (D/B/A INDIGITAL)

Name: Jeff Humbarger
Title: CFO
Date: 12/13/24

EXHIBIT A
GENERAL TERMS AND CONDITIONS
(9-1-1 SERVICES AND SOFTWARE LICENSE)

These General Terms and Conditions for INdigital's 9-1-1 Services and Software License Agreement (the "**Terms**") supplement the related specific 9-1-1 Services and Software License Agreement (together with these Terms, the "**Agreement**") between you ("**you**" or "**Customer**") and Communications Venture Corporation (d/b/a INdigital), an Indiana corporation ("**INdigital**"), for the grant by INdigital to you of a license to certain software specified in the Agreement. These Terms will be deemed to be a part of and are hereby incorporated by reference into the Agreement.

These Terms prevail over any of Customer's general terms and conditions regardless of whether or when Customer has submitted its request for proposal, order, or such terms. Provision of services, software license, equipment or other products or goods to Customer does not constitute acceptance of any of Customer's terms and conditions and does not serve to modify or amend these Terms.

INdigital and you may each individually be referred to as a "**Party**" and collectively as the "**Parties**".

1. **DEFINITIONS.** Capitalized terms used in the Agreement (including these Terms) have the meanings set forth or referred to in this Section 1:

1.1. "**Acceptance Testing**" has the meaning set forth in Section 4 of these Terms.

1.2. "**Action**" has the meaning set forth in Section 8.2(d) of these Terms.

1.3. "**Affiliate**" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" (including these Terms "controlled by" and "under common control with") means the direct or indirect power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

1.4. "**Business Day**" means a day other than a Saturday, Sunday or other day on which commercial banks in Fort Wayne, Indiana are authorized or required by Law to be closed for business.

1.5. "**Confidential Information**" has the meaning set forth in Section 5.1 of these Terms.

1.6. "**Controlled Technology**" means any software, documentation, technology or other technical data, or any products that include or use any of the foregoing, the export, re-export or release of which to certain jurisdictions or countries is prohibited or requires an export license or other governmental approval, under any Law, including the US Export Administration Act and its associated regulations.

1.7. "**Customer**" has the meaning set forth in the preamble to these Terms.

1.8. "**Designated Sites**" means any of Customer's facilities set forth in Exhibit B attached to, and incorporated by reference into, the Agreement.

1.9. "**Disclosing Party**" has the meaning set forth in Section 5.1 of these Terms.

1.10. "**Documentation**" means any and all manuals, instructions and other documents and materials that INdigital and/or any third-party provides or makes available to Customer in any form or medium which describe the functionality, components, features or requirements of the Software, including any aspect of the installation, configuration, integration, operation, use, support or maintenance thereof.

1.11. "**Effective Date**" has the meaning set forth in Number 3 of the Agreement.

1.12. "**Force Majeure Event**" has the meaning set forth in Section 14.1 of these Terms.

1.13. "**Indemnitee**" has the meaning set forth in Section 11.3 of these Terms.

1.14. "**Indemnitor**" has the meaning set forth in Section 11.3 of these Terms.

1.15. "**INdigital**" has the meaning set forth in the preamble to these Terms.

1.16. "**INdigital Indemnitee**" has the meaning set forth in Section 11.2 of these Terms.

1.17. "**Initial Term**" has the meaning set forth in Section 9.1 of these Terms.

1.18. "**Intellectual Property Rights**" means any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database

protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

1.19. "**Law**" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree or other requirement or rule of any federal, state, local or foreign government or political subdivision thereof, or any arbitrator, court or tribunal of competent jurisdiction.

1.20. "**Loss**" means any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to indemnification under the Agreement and the cost of pursuing any insurance providers.

1.21. "**Maintenance Release**" means any update, upgrade, release or other adaptation or modification of the Software, including any updated Documentation, that INdigital and/or any third party may provide to Customer from time to time during the Term, which may contain, among other things, error corrections, enhancements, improvements or other changes to the user interface, functionality, compatibility, capabilities, performance, efficiency or quality of the Software, but does not include any New Version.

1.22. "**New Version**" means any new version of the Software may from time to time be introduced and marketed generally as a distinct licensed product (as may be indicated by INdigital's and/or a third party's designation of a new version number), and which INdigital and/or a third party may make available to Customer at an additional cost under a separate written agreement.

1.23. "**Parties**" has the meaning set forth in the preamble to these Terms.

1.24. "**Party**" has the meaning set forth in the preamble to these Terms.

1.25. "**Payment Failure**" has the meaning set forth in Section 9.3(a) of these Terms.

1.26. "**Permitted Use**" has the meaning set forth in Section 2 of the Agreement.

1.27. "**Person**" means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association or other entity.

1.28. "**Receiving Party**" has the meaning set forth in Section 5.1 of these Terms.

1.29. "**Renewal Term**" has the meaning set forth in Section 9.2 of these Terms.

1.30. "**Representatives**" means, with respect to a Party, that Party's employees, officers, directors, consultants, agents, independent contractors, service providers, sub licensees, subcontractors and legal advisors.

1.31. "**Software**" means the software listed in Exhibit C attached to, and incorporated by reference into, the Agreement, together with any Maintenance Releases provided to Customer pursuant to this Agreement.

1.32. "**Term**" has the meaning set forth in Section 9.2 of these Terms.

1.33. "**Territory**" has the meaning set forth in Number 5 of the Agreement.

1.34. "**Third-Party Materials**" means materials and information, in any form or medium, that are not proprietary to INdigital, including any third-party: (a) documents, data, content or specifications; (b) software, hardware or other products, facilities, equipment or devices; and (c) accessories, components, parts or features of any of the foregoing.

1.35. "**Warranty Period**" has the meaning set forth in Section 10.2 of these Terms.

2. LICENSE.

2.1. License Grant. Subject to the terms and conditions of the Agreement (including these Terms) and INdigital's rights under any third-party agreements relating to the Software, and conditioned on Customer's and its Affiliates' and Representatives' compliance therewith, INdigital hereby grants to Customer a non-exclusive, non-sub licensable and non-transferable, limited license and sublicense (to the extent allowed by any third-party agreements) to use the Software and Documentation solely for the

Permitted Use in the Territory during the Term.

2.2. Scope of Licensed Access and Use. Customer may use and run one copy of the Software on Customer's network at any of the Designated Site(s). The total number of Designated Site(s) shall not exceed the number set forth under the Agreement (including these Terms), except as expressly agreed to in writing by the Parties and subject to any appropriate adjustment of the license fees payable under the Agreement.

3. **USE RESTRICTIONS**. Except as the Agreement (including these Terms) expressly permits, Customer shall not, and shall not permit any other Person to:

(a) copy the Software, in whole or in part;

(b) modify, correct, adapt, translate, enhance or otherwise prepare derivative works or improvements of any Software;

(c) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Software to any Person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud or other technology or service;

(d) reverse engineer, disassemble, decompile, decode or adapt the Software, or otherwise attempt to derive or gain access to the source code of the Software, in whole or in part;

(e) bypass or breach any security device or protection used for or contained in the Software or Documentation;

(f) remove, delete, efface, alter, obscure, translate, combine, supplement or otherwise change any trademarks, terms of the Documentation, warranties, disclaimers, or Intellectual Property Rights, proprietary rights or other symbols, notices, marks or serial numbers on or relating to any copy of the Software or Documentation;

(g) use the Software in any manner or for any purpose that infringes, misappropriates or otherwise violates any Intellectual Property Right or other right of any Person, or that violates any applicable Law;

(h) use the Software for purposes of: (i) benchmarking or competitive analysis of the Software; (ii) developing, using or providing a competing software product or service; or (iii) any other purpose that is to INdigital's detriment or commercial disadvantage;

(i) use the Software in or in connection with the design, construction, maintenance, operation or use of any hazardous environments, systems or applications, any safety response systems or other safety-critical applications, or any other use or application in which the use or failure of the Software could lead to personal injury or severe physical or property damage; or

(j) use the Software or Documentation other than for the Permitted Use or in any manner or for any purpose or application not expressly permitted by the Agreement (including these Terms).

4. **DELIVERY AND INSTALLATION**. INdigital shall deliver and install one (1) copy of the Software to Customer. Risk of loss of any tangible media on which the Software is delivered shall pass to Customer on delivery.

4.1. Acceptance. Customer will test whether the Software operates in accordance with the Documentation ("**Acceptance Testing**") pursuant to the terms of this Section 4. Upon completion of the Software installation, Customer shall have fourteen (14) days to test the Software and notify INdigital in writing of any defect or deficiency. If the initial Acceptance Testing fails, INdigital shall, within fifteen (15) days of the Acceptance Testing and at its cost, correct the errors so disclosed and Customer may repeat the Acceptance Testing. If the subsequent Acceptance Testing fails, and such failure does not arise from or relate to any failure or defect of Customer's or any third-party's product, service, hardware, software, system or network, INdigital shall, within fifteen (15) days of the subsequent Acceptance Testing, at its cost, correct the errors so disclosed and Customer may again repeat the Acceptance Testing. If the subsequent Acceptance Testing fails two (2) or more times, Customer may terminate the Agreement (including these Terms) on written notice to INdigital. On termination, INdigital shall refund all license fees paid by Customer under the Agreement (including these Terms) within thirty (30) days of receipt of such notice, and such refund shall be Customer's sole and exclusive remedy for any unresolved Acceptance Testing failures. In any event, Customer shall be deemed to have accepted the Software if: (a) the Acceptance Testing is certified by Customer to be successful; or (b) Customer commences operational use of the Software.

4.2 MAINTENANCE AND SUPPORT. During the Term, INdigital: (i) will use commercially reasonable efforts to resolve any Incidents reported by Customer; (ii) may provide training services to Customer on Customer's request, at INdigital's standard hourly

rates then in effect, and the terms and conditions of the Agreement (including these Terms) will govern the provision of any training services delivered by INdigital to Customer; and (iii) will provide Customer with all Maintenance Releases under the terms and conditions set forth in the Software License Agreement. INdigital has the sole right to determine, in its discretion: (a) what constitutes an Incident; and (b) when an Incident is deemed to be resolved. An "Incident", as used herein and throughout these Terms, means a support request that begins when Customer contacts INdigital to report a specific Error and ends when INdigital either: (a) resolves the Error; or (b) determines in its sole and absolute discretion that the Error cannot be resolved. INdigital will use commercially reasonable efforts to resolve an Incident, but does not guarantee that any Incident will be resolved.

As set forth above, during the Term, INdigital will provide Customer with all Maintenance Releases (including updated Documentation) that INdigital may, in its sole discretion, make generally available to its licensees at no additional charge. All Maintenance Releases, being provided by INdigital to Customer under the Agreement, are deemed Software subject to all applicable terms and conditions in the Agreement (including these Terms). As part of the support and maintenance to be provided by INdigital to Customer, Customer will install all Maintenance Releases as soon as practicable after receipt. Customer does not have any right under the Agreement to receive any New Versions of the Software that INdigital or any third-party software provider may, in its sole discretion, release from time to time. Customer may license any New Version at INdigital's then-current list price and subject to a separate license agreement, provided that Customer is in compliance with the terms and conditions of the Agreement (including these Terms).

5. CONFIDENTIALITY.

5.1. Confidential Information. In connection with the Agreement each Party (as the "**Disclosing Party**") may disclose or make available to the other Party (as the "**Receiving Party**") Confidential Information. Subject to Section 5.2 of these Terms, "**Confidential Information**" means information in any form or medium (whether oral, written, electronic or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, whether or not marked, designated or otherwise identified as "confidential". Without limiting the foregoing: (a) the Software and Documentation are the Confidential Information of INdigital; and (b) the financial terms of the Agreement (including these Terms) are the Confidential Information of INdigital.

5.2. Exclusions and Exceptions. Confidential Information does not include information that the Receiving Party can demonstrate by written or other documentary records: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with the Agreement (including these Terms); (b) was or becomes generally known by the public other than by the Receiving Party's or any of its Representatives' noncompliance with the Agreement (including these Terms); (c) was or is received by the Receiving Party on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) the Receiving Party can demonstrate by written or other documentary records was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

5.3. Protection of Confidential Information. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall:

(a) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with the Agreement (including these Terms);

(b) except as may be permitted under the terms and conditions of Section 5.4 of these Terms, not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with the Agreement (including these Terms); (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section 5; and (iii) are bound by written confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section 5;

(c) safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event

less than a reasonable degree of care;

(d) promptly notify the Disclosing Party of any unauthorized use or disclosure of Confidential Information and cooperate with Disclosing Party to prevent further unauthorized use or disclosure; and

(e) ensure its Representatives' compliance with, and be responsible and liable for any of its Representatives' non-compliance with, the terms of this Section 5.

Notwithstanding any other provisions of the Agreement (including these Terms), the Receiving Party's obligations under this Section 5 with respect to any Confidential Information that constitutes a trade secret under any applicable Law will continue until such time, if ever, as such Confidential Information ceases to qualify for trade secret protection under one or more such applicable Laws other than as a result of any act or omission of the Receiving Party or any of its Representatives.

5.4. Compelled Disclosures. If the Receiving Party or any of its Representatives is compelled by applicable Law to disclose any Confidential Information then, to the extent permitted by applicable Law, the Receiving Party shall: (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights under Section 5.3 of these Terms; and (b) provide reasonable assistance to the Disclosing Party, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section 5.4, the Receiving Party remains required by Law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose and, on the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or other presiding authority that such Confidential Information will be afforded confidential treatment.

5.5. Return; Destruction. Confidential Information will remain the property of the Disclosing Party and will, at the Disclosing Party's request and after it is no longer needed for the purposes of the Agreement (including these Terms) or upon expiration or termination of the Agreement (including these Terms) for any reason, whichever occurs first, promptly be returned to the Disclosing Party or be destroyed, together with all copies made by the Receiving Party and by anyone to whom such Confidential Information has been made available by the Receiving Party in accordance with the provisions of this section.

6. FEES AND PAYMENT.

6.1. License Fees. In consideration of the rights granted to Customer under the Agreement (including these Terms), Customer shall pay to INdigital the license fees set forth in Exhibit D (attached to, and incorporated by reference into, the Agreement) in accordance with that exhibit and the terms of this Section 6. If the Term is renewed for any Renewal Term(s) pursuant to Section 9.2 of these Terms, Customer shall pay the then-current standard license fees that INdigital charges for the Software during the applicable Renewal Term.

6.2. Additional Fees and Expenses. In consideration of INdigital providing installation, support and maintenance, training, and other ancillary services under the Agreement (including these Terms), Customer shall pay to INdigital the fees set forth in Exhibit D attached to, and incorporated by reference into, the Agreement, and shall reimburse INdigital for out-of-pocket expenses incurred by INdigital in connection with performing these services, in accordance with that exhibit and the terms of this Section 6.

6.3. Taxes. All license fees and other amounts payable by Customer under the Agreement (including these Terms) are exclusive of taxes and similar assessments. Without limiting the foregoing, Customer is responsible for all sales, service, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental or regulatory authority on any amounts payable by Customer under the Agreement, other than any taxes imposed on INdigital's income.

6.4. Payment. Customer shall pay all amounts due and owing under the Agreement (including these Terms) within thirty 30 days after the date of INdigital's invoice therefor. Customer shall make all payments under the Agreement in US dollars by wire transfer or check to the address or account specified in Exhibit D attached to, and incorporated by reference into, the Agreement or such other address or account as INdigital may specify in writing from time to time.

6.5. Late Payment. If Customer fails to make any payment when due then, in addition to all other remedies that may be available to INdigital:

(a) INdigital may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable

Law;

(b) Customer shall reimburse INdigital for all reasonable costs incurred by INdigital in collecting any late payment of amounts due or related interest, including attorneys' fees, court costs and collection agency fees; and

(c) if such failure continues for fifteen (15) days following written notice thereof, INdigital may: (i) disable Customer's use of the Software (including by means of a disabling code, technology or device); (ii) withhold, suspend or revoke its grant of a license and/or sublicense under the Agreement; and/or (iii) terminate the Agreement (including these Terms) under Section 9.3(a) or Section 9.3(b) of these Terms, as applicable.

6.6. No Deductions or Setoffs. All amounts payable to INdigital under the Agreement (including these Terms) shall be paid by Customer to INdigital in full without any setoff, recoupment, counterclaim, deduction, debit or withholding for any reason (other than any deduction or withholding of tax as may be required by applicable Law).

7. SECURITY MEASURES. The Software may contain technological measures designed to prevent unauthorized or illegal use of the Software. Customer acknowledges and agrees that: (a) INdigital may use these and other lawful measures to verify Customer's compliance with the terms of the Agreement (including these Terms) and enforce INdigital's rights, including all Intellectual Property Rights, in and to the Software; (b) INdigital may deny any individual access to and/or use of the Software if INdigital, in its sole reasonable discretion, believes that Person's use of the Software would violate any provision of the Agreement (including these Terms); and (c) INdigital and its Representatives may collect, maintain, process and use diagnostic, technical, usage and related information, including information about Customer's computers, systems and software, that INdigital may gather periodically to improve the performance of the Software or develop Maintenance Releases. This information will be treated in accordance with INdigital's privacy policy, as amended from time to time.

8. INTELLECTUAL PROPERTY RIGHTS.

8.1. Intellectual Property Ownership. Customer acknowledges and agrees that:

(a) the Software and Documentation are licensed or sublicensed and not sold to Customer by INdigital and Customer does not and will not have or acquire under or in connection with the Agreement (including these Terms) any ownership interest in the Software or Documentation, or in any related Intellectual Property Rights;

(b) INdigital and its licensor(s) are and will remain the sole and exclusive owners of all right, title and interest in and to the Software and Documentation, including all Intellectual Property Rights relating thereto, subject only to the limited license granted to Customer under the Agreement; and

(c) Customer hereby unconditionally and irrevocably assigns to INdigital or INdigital's designee, Customer's entire right, title and interest in and to any Intellectual Property Rights that Customer may now or hereafter have in or relating to the Software or Documentation (including any rights in derivative works or patent improvements relating to either of them), whether held or acquired by operation of law, contract, assignment or otherwise.

8.2. Customer Cooperation and Notice of Infringement. Customer shall, during the Term:

(a) take all reasonable measures to safeguard the Software and Documentation (including all copies thereof) from infringement, misappropriation, theft, misuse or unauthorized access;

(b) at INdigital's expense, take all such steps as INdigital may reasonably require to assist INdigital in maintaining the validity, enforceability and INdigital's ownership of the Intellectual Property Rights in the Software and Documentation;

(c) promptly notify INdigital in writing if Customer becomes aware of:

(i). any actual or suspected infringement, misappropriation or other violation of INdigital's Intellectual Property Rights in or relating to the Software or Documentation; or

(ii). any claim that the Software or Documentation, including any production, use, marketing, sale or other disposition of the Software or Documentation, in whole or in part, infringes, misappropriates or otherwise violates the Intellectual Property Rights or other rights of any Person; and

(d) fully cooperate with and assist INdigital in all reasonable ways in the conduct of any claim, suit, action or proceeding (each, an "**Action**") by

INdigital to prevent or abate any actual or threatened infringement, misappropriation or violation of INdigital's rights in, and to attempt to resolve any claims relating to, the Software or Documentation.

8.3. No Implied Rights. Except for the limited rights and licenses expressly granted under the Agreement, nothing in the Agreement (including these Terms) grants, by implication, waiver, estoppel or otherwise, to Customer or any third party any Intellectual Property Rights or other right, title, or interest in or to any of the Software or Documentation.

9. TERM AND TERMINATION.

9.1. Initial Term. The initial term of the Agreement commences as of the Effective Date and will continue in effect until such time as specified in Section 11 of the Agreement, unless terminated earlier pursuant to any of the Agreement's express provisions (the "**Initial Term**").

9.2. Renewal Term. The Agreement will automatically renew for additional successive terms specified in Section 11 of the Agreement unless earlier terminated pursuant to any of the Agreement's express provisions or either Party gives the other Party written notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term (each, a "**Renewal Term**" and, collectively, together with the Initial Term, the "**Term**").

9.3. Termination. The Agreement may be terminated at any time:

(a) by INdigital, effective on written notice to Customer, if Customer fails to pay any amount when due under the Agreement (including these Terms), where such failure continues more than fifteen (15) days after INdigital's delivery of written notice thereof ("**Payment Failure**");

(b) by INdigital, immediately on written notice to Customer if any two or more Payment Failures occur in any twelve (12)-month period;

(c) by either Party, effective on written notice to the other Party, if the other Party materially breaches the Agreement (including these Terms) and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach (except in the case of a Payment Failure, which shall be governed by Section 9.3(a) of these Terms);

(d) by INdigital, effective immediately, if the Customer: (i) is dissolved or liquidated or takes any corporate action for such purpose; (ii) becomes insolvent or is generally unable to pay its debts as they become due; (iii) becomes the subject of any voluntary or involuntary bankruptcy proceeding under any domestic or foreign bankruptcy or insolvency Law; (iv) makes or seeks to make a general assignment for the benefit of its creditors; or (v) applies for, or consents to, the appointment of a trustee, receiver or custodian for a substantial part of its property;

(e) by INdigital, upon notice to Customer, if Customer is in breach of any other agreement between the Parties and such breach is not cured pursuant to the terms of such agreement.

9.4. Effect of Termination or Expiration. On the expiration or earlier termination of the Agreement:

(a) all rights, licenses and authorizations granted to Customer under the Agreement will immediately terminate and Customer shall:

(i). immediately cease all use of and other activities with respect to the Software and Documentation other than those described in Section 9.4(a)(ii) of these Terms;

(ii). within sixty (60) days deliver to INdigital, or at INdigital's written request destroy, and permanently erase from all devices and systems Customer directly or indirectly controls, the Software, the Documentation and INdigital's Confidential Information, including all documents, files and tangible materials (and any partial and complete copies) containing, reflecting, incorporating or based on any of the foregoing, whether or not modified or merged into other materials;

(iii). certify to INdigital in a signed written instrument that it has complied with the requirements of this Section 9.4; and

(b) all amounts payable by Customer to INdigital of any kind under the Agreement (including these Terms) are immediately payable and due no later than thirty (30) days after the effective date of the expiration or INdigital's termination of the Agreement.

9.5. Surviving Terms. The provisions set forth in the following sections, and any other right, obligation or provision under the Agreement (including these Terms) that, by its nature, should survive termination or expiration of the Agreement (including these Terms), will survive any expiration or termination of

the Agreement: this Section 9.5 of these Terms, Section 1 of these Terms (Definitions), Section 5 of these Terms (Confidentiality), Section 8 of these Terms (Intellectual Property Rights), Section 10 of these Terms (Representations and Warranties), for clarity, including Section 10.7 of these Terms (Disclaimer of Warranties), Section 11 of these Terms (Indemnification), Section 12 of these Terms (Limitation of Liability), and Section 15 of these Terms (Miscellaneous).

10. REPRESENTATIONS AND WARRANTIES.

10.1. Mutual Representations and Warranties. Each Party represents, warrants and covenants to the other Party that:

(a) it has the full right, power and authority to enter into and perform its obligations and grant the rights, licenses and authorizations it grants and is required to grant under the Agreement (including these Terms);

(b) the execution of the Agreement by its representative whose signature is set forth at the end of the Agreement has been duly authorized by all necessary action of such Party; and

(c) when executed and delivered by both Parties, the Agreement (including these Terms) will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.

10.2. Limited Warranty. Subject to the limitations and conditions set forth in Section 10.3 of these Terms and Section 10.4 of these Terms, INdigital warrants to Customer that for a period of ninety **(90)** days from the **Effective Date** (the "**Warranty Period**"), the Software will substantially conform in all material respects to the specifications set forth in the Documentation, when installed, operated and used as recommended in the Documentation and in accordance with the Agreement (including these Terms).

10.3. Customer Requirements. The limited warranty set forth in Section 10.2 of these Terms applies only if Customer: (a) notifies INdigital in writing of the warranty breach before the expiration of the Warranty Period; (b) has promptly installed all Maintenance Releases to the Software that INdigital previously made available to Customer; and (c) as of the date of notification, is in compliance with all terms and conditions of the Agreement (including these Terms) (including the payment of all license fees then due and owing).

10.4. Exceptions. Notwithstanding any provisions to the contrary in the Agreement (including these Terms), the limited warranty set forth in Section 10.2 of these Terms does not apply to problems arising out of or relating to:

(a) Software, or the media on which it is provided, that is modified or damaged by Customer or its Representatives;

(b) any operation or use of, or other activity relating to, the Software other than as specified in the Documentation, including any incorporation in the Software of, or combination, operation or use of the Software in or with, any technology (including any software, hardware, firmware, system or network) or service not specified for Customer's use in the Documentation, unless otherwise expressly permitted by INdigital in writing;

(c) Customer's or any third party's negligence, abuse, misapplication or misuse of the Software, including any use of the Software other than as specified in the Documentation or expressly authorized by INdigital in writing;

(d) Customer's failure to promptly install all Maintenance Releases that INdigital has previously made available to Customer;

(e) the operation of, or access to, Customer's or a third party's system or network;

(f) any beta software, software that INdigital makes available for testing or demonstration purposes, temporary software modules or software for which INdigital does not receive a license fee;

(g) Customer's material breach of any provision of the Agreement (including these Terms);

(h) any other circumstances or causes outside of the reasonable control of INdigital (including abnormal physical or electrical stress); or

(i) any failure or interruption of any electrical power, or any accident or cause external to the Software, including, but not limited to, problems or malfunctions related to Customer's network, database, third party software products, workstation configurations, Customer's hardware, operator error, or Customer's negligence or willful misconduct.

10.5. Remedial Efforts. If INdigital breaches, or is alleged to have breached, the limited warranty set forth in Section 10.2 of these Terms, INdigital may, at

its sole option and expense, take any of the following steps to remedy such breach:

(a) replace any damaged or defective media on which INdigital supplied the Software;

(b) amend, supplement or replace any incomplete or inaccurate Documentation;

(c) repair the Software;

(d) replace the Software with functionally equivalent software (which software will, on its replacement of the Software, constitute Software); and/or

(e) terminate the Agreement and, provided that Customer fully complies with all of its post-termination obligations as set forth in Section 9.4 of these Terms, promptly refund to Customer, on a *pro rata* basis, the share of any license fees prepaid by Customer for the future portion of the Term that would have remained but for such termination.

10.6. Sole Remedy. If INdigital does not cure a warranty breach or terminate the Agreement as provided in Section 10.5 of these Terms within a reasonable period of time after INdigital's receipt of written notice of such breach, Customer shall have the right to terminate the Agreement as provided in Section 9.3(c) of these Terms. Provided that Customer fully complies with its post-termination obligations as set forth in Section 9.4 of these Terms, INdigital shall promptly refund to Customer, on a *pro rata* basis, the share of any license fees prepaid by Customer for the future portion of the Term that would have remained but for such termination. THIS SECTION 10.6 SETS FORTH THE CUSTOMER'S SOLE REMEDY AND INDIGITAL'S ENTIRE OBLIGATION AND LIABILITY FOR ANY BREACH OF ANY INDIGITAL WARRANTY OF THE SOFTWARE SET FORTH IN THE AGREEMENT.

10.7. DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH IN SECTION 10.2 OF THESE TERMS, ALL SOFTWARE, DOCUMENTATION AND OTHER PRODUCTS, INFORMATION, MATERIALS AND SERVICES PROVIDED BY INDIGITAL ARE PROVIDED "AS IS." INDIGITAL HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER (INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE), AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, INDIGITAL MAKES NO WARRANTY OF ANY KIND THAT THE SOFTWARE OR DOCUMENTATION, OR ANY OTHER INDIGITAL OR THIRD-PARTY GOODS, SERVICES, TECHNOLOGIES OR MATERIALS (INCLUDING ANY SOFTWARE OR HARDWARE), OR ANY PRODUCTS OR RESULTS OF THE USE OF ANY OF THEM, WILL MEET CUSTOMER'S OR OTHER PERSONS' REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OTHER GOODS, SERVICES, TECHNOLOGIES OR MATERIALS (INCLUDING ANY SOFTWARE, HARDWARE, SYSTEM OR NETWORK), OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF SUCH OPEN- THIRD-PARTY MATERIALS.

11. INDEMNIFICATION.

11.1. INdigital Indemnification. INdigital shall indemnify, defend and hold harmless Customer from and against any and all Losses incurred by Customer arising out of or relating to any Action by a third party (other than an Affiliate) to the extent that such Losses arise from any allegation in such Action that the Software, or any use of the Software, in the Territory in accordance with the Agreement (including these Terms) (including the Documentation) infringes any U.S. Intellectual Property Right in the U.S. The foregoing obligation does not apply to the extent that such Action or Losses arise from any allegation of or relating to any:

(a) Third-Party Materials;

(b) patent issued on a patent application published after the Effective Date;

(c) incorporation by the Software of, or combination, operation or use of the Software in or with, any technology (including any software, hardware, firmware, system or network) or service not provided by INdigital or specified for Customer's use in the Documentation, unless otherwise expressly permitted by INdigital in writing;

(d) modification of the Software other than:

(i) by INdigital or its authorized contractor

in connection with the Agreement (including these Terms); or (ii) with INdigital's express written authorization and in strict accordance with INdigital's written directions and specifications;

(e) failure to timely implement any Maintenance Release, modification, update or replacement of the Software made available to Customer by INdigital;

(f) use of the Software after INdigital's notice to Customer of such activity's alleged or actual infringement, misappropriation or other violation of a third party's rights;

(g) negligence, abuse, misapplication or misuse of the Software or Documentation by or on behalf of Customer, Customer's Representatives or a third party;

(h) use of the Software or Documentation by or on behalf of Customer that is outside the purpose, scope or manner of use authorized by the Agreement (including these Terms) or in any manner contrary to INdigital's instructions;

(i) events or circumstances outside of INdigital's commercially reasonable control (including any third-party hardware, software or system bugs, defects or malfunctions); or

(j) Action or Losses for which Customer is obligated to indemnify INdigital pursuant to Section 11.2 of these Terms.

11.2. Customer Indemnification. Customer shall indemnify, defend and hold harmless INdigital and its Affiliates, officers, directors, employees, agents, subcontractors, successors and assigns (each, including INdigital, an "**INdigital Indemnitee**") from and against any and all Losses incurred by the INdigital Indemnitee in connection with any Action by a third party (other than an Affiliate of a INdigital Indemnitee) to the extent that such Losses arise out of or relate to any allegation:

(a) that any Intellectual Property Right or other right of any Person, or any Law, is or will be infringed, misappropriated or otherwise violated by any:

(i). use or combination of the Software by or on behalf of Customer or any of its Representatives with any hardware, software, system, network, service or other matter whatsoever that is neither provided by INdigital nor authorized by INdigital in the Agreement (including these Terms) and the Documentation or otherwise in writing; and

(ii). information, materials or technology or other matter whatsoever directly or indirectly provided by Customer or directed by Customer to be installed, combined, integrated or used with, as part of, or in connection with the Software or Documentation;

(b) of or relating to facts that, if true, would constitute a breach by Customer of any representation, warranty, covenant or obligation under the Agreement (including these Terms);

(c) of or relating to negligence, abuse, misapplication, misuse or more culpable act or omission (including recklessness or willful misconduct) by or on behalf of Customer or any of its Representatives with respect to the Software or Documentation or otherwise in connection with the Agreement (including these Terms); or

(d) of or relating to use of the Software or Documentation by or on behalf of Customer or any of its Representatives that is outside the purpose, scope or manner of use authorized by the Agreement (including these Terms) or the Documentation, or in any manner contrary to INdigital's instructions.

11.3. Indemnification Procedure. Each Party shall promptly notify the other Party in writing of any Action for which such Party believes it is entitled to be indemnified pursuant to Section 11.1 or Section 11.2 of these Terms. The Party seeking indemnification (the "**Indemnitee**") shall cooperate with the other Party (the "**Indemnitor**") at the Indemnitor's sole cost and expense. The Indemnitor shall immediately take control of the defense and investigation of such Action and shall employ counsel reasonably acceptable to the Indemnitee to handle and defend the same, at the Indemnitor's sole cost and expense. The Indemnitee's failure to perform any obligations under this Section 11 will not relieve the Indemnitor of its obligations under this Section 11 except to the extent that the Indemnitor can demonstrate that it has been materially prejudiced as a result of such failure. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing.

11.4. Mitigation. If the Software, or any part of the Software, is, or in INdigital's opinion is likely to be, claimed to infringe, misappropriate or otherwise violate any third-party Intellectual Property Right, or if Customer's use of the Software is enjoined or threatened to be enjoined, INdigital may, at its option and sole cost and expense:

(a) obtain the right for Customer to continue to use the Software materially as contemplated by the Agreement (including these Terms);

(b) modify or replace the Software, in whole or in part, to seek to make the Software non-infringing, while providing materially equivalent features and functionality, and such modified or replacement software will constitute Software under the Agreement (including these Terms); or

(c) if none of the remedies set forth in the above Section 11.4(a) or Section 11.4(b) of these Terms is reasonably available to INdigital, terminate the Agreement, in its entirety or with respect to the affected part or feature of the Software, effective immediately on written notice to Customer, in which event:

(i). Customer shall cease all use of the Software and Documentation immediately on receipt of Customer's notice; and

(ii). provided that Customer fully complies with its post-termination obligations set forth in Section 9.4 of these Terms, INdigital shall promptly refund to Customer, on a *pro rata* basis, the share of any license fees prepaid by Customer for the future portion of the Term that would have remained but for such termination.

11.5. Sole Remedy. THIS SECTION 11 SETS FORTH CUSTOMER'S SOLE REMEDIES AND INDIGITAL'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED OR ALLEGED CLAIMS THAT THE AGREEMENT (INCLUDING THESE TERMS) OR ANY SUBJECT MATTER OF THE AGREEMENT (INCLUDING THE SOFTWARE AND DOCUMENTATION) INFRINGES, MISAPPROPRIATES OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

12. LIMITATION OF LIABILITY.

12.1. EXCLUSION OF DAMAGES. IN NO EVENT WILL INDIGITAL OR ANY OF ITS LICENSORS, SERVICE PROVIDERS OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THE AGREEMENT (INCLUDING THESE TERMS) OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, FOR ANY (a) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES OR PROFITS, (b) LOSS OF GOODWILL OR REPUTATION, (c) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY SOFTWARE OR THIRD-PARTY MATERIALS, (d) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY, (e) COST OF REPLACEMENT GOODS OR SERVICES, OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED OR PUNITIVE DAMAGES, IN EACH CASE REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

12.2. CAP ON MONETARY LIABILITY. IN NO EVENT WILL THE AGGREGATE LIABILITY OF INDIGITAL AND ITS LICENSORS, SUPPLIERS AND SERVICE PROVIDERS ARISING OUT OF OR RELATED TO THE AGREEMENT (INCLUDING THESE TERMS), WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE TOTAL AMOUNTS PAID TO INDIGITAL UNDER THE AGREEMENT IN THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

13. EXPORT REGULATION. Customer shall not itself, or permit any other Person to, export, re-export or release, directly or indirectly any Controlled Technology to any country, jurisdiction or Person to which the export, re-export or release of Controlled Technology (a) is prohibited by applicable Law or (b) without first completing all required undertakings (including obtaining any necessary export license).

14. FORCE MAJEURE.

14.1. No Breach or Default. In no event will INdigital be liable or responsible to Customer, or be deemed to have defaulted under or breached the Agreement (including these Terms), for any failure or delay in fulfilling or performing any term of the Agreement (including these Terms), when and to the extent such failure or delay is caused by any circumstances beyond INdigital's reasonable control

(a "**Force Majeure Event**"), including acts of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of the Agreement, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of Law or any action taken by a governmental or public authority, including imposing an export or import restriction, quota or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation. Either Party may terminate the Agreement if a Force Majeure Event continues substantially uninterrupted for a period of 90 days or more.

14.2. Obligations. In the event of any failure or delay caused by a Force Majeure Event, INdigital shall give prompt written notice to Customer stating the period of time the occurrence is expected to continue and use commercially reasonable efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

15. MISCELLANEOUS.

15.1. Further Assurances. On a Party's reasonable request, the other Party shall, at the requesting Party's sole cost and expense, execute and deliver all such documents and instruments, and take all such further actions, as may be necessary to give full effect to the Agreement.

15.2. Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in the Agreement (including these Terms) shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

15.3. Notices. Except as otherwise expressly set forth in the Agreement, any notice, request, consent, claim, demand, waiver or other communication under the Agreement will have legal effect only if in writing and addressed to a Party at its address or e-mail designated in the Agreement. Notices sent in accordance with this Section 14.3 will be deemed effectively given: (i) when received, if delivered by hand, with signed confirmation of receipt; (ii) when received, if sent by a nationally recognized overnight courier, signature required; (iii) when sent, if by e-mail, (in each case, with confirmation of transmission), if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (iv) on the third business day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

15.4. Interpretation. For purposes of the Agreement (including these Terms): (i) the words "include," "includes" and "including" are deemed to be followed by the words "without limitation"; (ii) the word "or" is not exclusive; (iii) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to the Agreement as a whole (including these Terms); (iv) words denoting the singular have a comparable meaning when used in the plural, and vice versa; and (v) words denoting any gender include all genders. Unless the context otherwise requires, references in the Agreement (including these Terms): (x) to exhibits, exhibits, attachments and appendices mean the exhibits, exhibits, attachments and appendices attached to, the Agreement (including these Terms); (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The Parties intend the Agreement (including these Terms) to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, schedules, attachments and appendices referred to in the Agreement (including these Terms) are an integral part of the Agreement to the same extent as if they were set forth verbatim in the Agreement.

15.5. Headings. The headings in the Agreement (including these Terms) are for reference only and do not affect the interpretation of the Agreement (including these Terms).

15.6. Entire Agreement. The Agreement, together with these Terms and any other documents incorporated by reference into the Agreement (and, if applicable, together with the Software Support and Maintenance Agreement), constitute the sole and entire agreement of the Parties with respect to the subject matter of the Agreement and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

15.7. Assignment. Customer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under the Agreement (including these Terms) without INdigital's prior written consent. Any

purported assignment, delegation or transfer in violation of this Section 15.7 is void. The Agreement (including these Terms) inures to the benefit of, and is binding on and enforceable against, the Parties and their respective permitted successors and assigns.

15.8. No Third-Party Beneficiaries. The Agreement (including these Terms) are for the sole benefit of the Parties and their respective permitted successors and permitted assigns and nothing in the Agreement (including these Terms), express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of the Agreement (including these Terms).

15.9. Amendment and Modification; Waiver. No amendment to, modification of, or rescission, termination or discharge of the Agreement (including these Terms) is effective unless it is in writing, identified as an amendment to or rescission, termination or discharge of the Agreement (including these Terms) and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions of the Agreement (including these Terms) shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in the Agreement (including these Terms), no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from the Agreement (including these Terms) shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege under the Agreement (including these Terms) preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

15.10. Severability. If any provision of the Agreement (including these Terms) is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of the Agreement (including these Terms) or invalidate or render unenforceable such term or provision in any other jurisdiction. On such determination that any term or other provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify the Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by the Agreement (including these Terms) be consummated as originally contemplated to the greatest extent possible.

15.11. Governing Law; Submission to Jurisdiction. The Agreement (including these Terms) is governed by and construed in accordance with the internal laws of the State of Indiana without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Indiana. Any legal suit, action or proceeding arising out of or related to the Agreement will be instituted exclusively in the federal courts of the United States District Court of the Northern District of Indiana or the courts of the State of Indiana in each case located in the city of Fort Wayne and County of Allen, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such Party's address set forth in Number 2 of the Agreement will be effective service of process for any suit, action or other proceeding brought in any such court.

15.12. Waiver of Jury Trial. Each Party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to the Agreement or the transactions contemplated by the Agreement (including these Terms).

15.13. Equitable Remedies. Customer acknowledges and agrees that a breach or threatened breach by Customer of any of its obligations under Section 3 of these Terms (Use Restrictions), Section 5 of these Terms (Confidentiality), Section 8 of these Terms (Intellectual Property Rights) or Section 11 of these Terms (Indemnification) would cause INdigital irreparable harm for which monetary damages would not be an adequate remedy and that, in the event of such breach or threatened breach, INdigital will be entitled to equitable relief, including in a restraining order, an injunction, specific performance and any other relief that may be available from any court of competent jurisdiction, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

15.14. Attorneys' Fees. In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either Party against the other Party arising out of or related to the Agreement (including these Terms), the prevailing Party shall be entitled to recover its reasonable attorneys, expert witness and accountants' fees and court costs from the non-prevailing Party.

Exhibit B

Designated Site(s)

Highlands County Sheriff Office Primary

434 Fernleaf Ave, Sebring FL 33870

EOC Back Up Site

6850 W George Blvd, Sebring FL 33875

Exhibit C

Software / Services Description

1. Database Services -

Location Database services for the PSAP. Repository for Address Location Information (ALI). Legacy wireline records in the service area will be processed by INdigital using industry standard record exchange and correction methods. i2 format ALI service (wireless, VoIP - using pANi) will be provided by INdigital.

2. Routing Services -

INdigital will design and deploy an Next Generation Core Services (NGCS) configuration that conforms to standards and includes the necessary components to provide NG9-1-1 using industry standard Functional Elements. Redundant, diverse service aggregation points of presence will be established, and the proposed solution will conform to the current standards, and accommodate future adjustments to the standards as they become available.

3. Network Services -

The proposal's objective is to establish an Emergency Services iP Network (ESiNet) to serve existing and new customers. This connectivity will be provided by diverse carriers when available. This service enables connectivity to the PSAP for delivery of voice and data for NG9-1-1. Additionally, Starlink Priority network services will be provided as a redundant, diverse internet connection for Highlands Co at the primary location.

4. Text Services -

INdigital Text to 9-1-1 services is a text control service that enables Short Message Service (SMS) text to the 9-1-1 PSAP that subscribes to the service. The Customer will receive the SMS messages from the major carriers. This inbound service will be enabled through a browser-based interface. This service is considered a best effort service and is not regulated. Highlands County will be utilizing Texty for access to Text.

5. MEVO Services -

A service continuity and disaster recovery platform (INdigital's MEVO system) will be deployed. The MEVO platform is an independent call processing system on the output (egress) side of the NGCS Routing Platform. This platform allows for 9-1-1 calls to be routed to a VOIP phone with E9-1-1 functionality. Highlands County will be provided MEVO's 8 at Primary 434 Fernleaf Ave, Sebring, FL 33870 and 6 at backup location 6850 W George Blvd, Sebring, FL 33875 with a Total of 14 MEVO's.

Exhibit D

Price List

Highlands Co
Shane Smith
Director/911 Coordinator
(863) 402-7375
smsmith@highlandssheriff.org

Jennifer Poole
Regional Acct Mgr
(407)314-3534
jpoole@indigital.net

Highlands County, Florida Quote: 5.14.24 Population Served 105,618

Line	Quantity	Description	Accounting Metric	Unit	Total
1		**Monthly Recurring Charges (MRC)**			
2		**Network Services**			
3	1	Network Services	PSAP	$1,157.04	$1,157.04
4	1	Text for 911 - Texty	Population	$1,056.18	$1,056.18
5	1	MEVO Disaster Recovery	Population	$1,056.18	$1,056.18
6		Network Monthly Recurring Subtotal			$3,269.40
7		**NGCS Core Services**			
8	1	Location Services	Population	$2,112.36	$2,112.36
9	1	i3 Routing Services	Population	$5,280.90	$5,280.90
10		NGCS Monthly Recurring Subtotal			$7,393.26
20		**Monthly Total (MRC)**			**$10,662.66**
21		**Non-Recurring Charges (NRC)**			
22	1	NGCS Core Services Implementation Fee	Primary PSAP	$21,462.40	$21,462.40
23	1	E|M Installation (Motorola Pass Through)	Primary PSAP	$45,738.00	$45,738.00
27		**Implementation Total (NRC)**			**$67,200.40**

Year 1 Cost	$195,152.32
Year 2 Cost	$127,951.92
Year 3 Cost	$127,951.92
Year 4 Cost	$127,951.92
Year 5 Cost	$127,951.92
Five Year Total	**$706,960.00**

Payment Schedule

Milestone 1 - NRC Due at Execution of Agreement

Milestone 2 - Network Services (Connection between INdigital datacenter and ECC Call Handling System)

Milestone 3 - 85% of NGCS MRC (Network migration of VoIP, CLEC & Wireless OSPs to INdigital network for 9-1-1 call delivery)

Milestone 4 - 15% of NGCS MRC (Completion of network migration of legacy wireline OSPs to INdigital network for 9-1-1 call delivery)

Milestone (Optional Services) - billing begins once cut into service

Exhibit D

Project Expectations and Deliverables

1) INdigital shall provide Highlands County 911 with Next Generation 911 Core Services (NGCS) and an Emergency Services IP Network (ESInet). These services should be dynamically scalable, redundant, diverse, robust, resilient, and provide the most advanced features for 911 incident handling.
2) INdigital, through its regulatory department, will assist Highlands County negotiate the new monthly charges down to the lowest applicable fees as regulated by the applicable Lumen tariff.

Milestone 1) Non-Recurring Charge (NRC). Due at Signature.

Milestone 2) Monthly Recurring Charges (MRCs) for Network Services "Network connection between INdigital Data Center and Call Handling Equipment at the PSAPs". Due at Completion.

Milestone 3) 85% of MRC for Location and Routing Services. Due upon network migration of VoIP, CLEC and Wireless OSPs to INdigital's network for 9-1-1 call delivery.

Milestone 4) Remaining 15% of MRC for Location and Routing Services Due upon network migration of legacy Wireline OSPs* to INdigital's network for 9-1-1 call delivery.

Optional Service – See Exhibit D.

*Legacy Wireline OSPs may impose tariffed charges for their call delivery costs.

INdigital is happy to advise, provide support and guidance to the county's consultant and/or legal to assist with disconnection of legacy services no longer in use. This includes guidance in cost recovery of funds related to billing errors from the legacy 911 provider.

3) INdigital may reserve the right to evaluate census population count years six through ten however cannot increase annual costs by more than one (1) percent. Ongoing annual service costs for years six (6) thru ten (10) within this agreement shall not be greater than one per cent (1%) above the initial first five (5) year agreement.
4) INdigital is responsible for network to network interface (NNI) connection to all contiguous NGCS providers with active 911 service providers within the state of Florida and must maintain active agreements with each provider.
5) INdigital must have the ability to route 911 calls via legacy tabular data or by geo-spatial data. When geo-spatial routing becomes available through the OSP's and is delivered via the SIP call header to the PSAP it shall be no additional fee.
6) INdigital shall provide a service level agreement (SLA) that maintains five nines (99.999%) reliability on all components.
7) INdigital caused disruptions to call delivery or the ability to answer a 911 call (voice) resulting in downtime, disrupted service or intermittent service between five (5) minutes and sixty (60) minutes will result in a penalty of 50% of the current monthly cost for all services to the County.

The penalty fee must be applied as a credit to the County's monthly invoice from INdigital within sixty (60) days.

8) INdigital is responsible for ingress management and maintaining connection agreements with all OSP providers. All Originating Service Providers (OSPs) ingress connectivity and 911 call transport must be connected to Indigital's solution within twelve (12) months of contract signature date. For any OSP not transitioned to the new ESInet and NGCS in the 12 month period, INdigital must pay any costs associated with the local exchange carrier for providing OSP connection to the legacy selective router.
9) INdigital shall take responsibility for ordering, installation, testing, and cutover of the supporting network components. This will require INdigital to work closely with the network(s) provider team, PSAP IT network team, the local "last mile" transport provider (if different than the primary carrier), and any other participating firm that may play a role in the overall network solution. The selected diverse and redundant carrier platform designed to accommodate each network connection must be identified and installed and tested within the twelve (12) month timeline.
10) INdigital shall provide an inventory of on premise NGCS ancillary equipment and the methodology used to interface to an existing 911 systems. It is the responsibility of INdigital to plan for the replacement, re-termination, and testing of all ancillary equipment connections prior to system cutover.
11) INdigital shall provide an electronic set of as-built NGCS service drawings in .pdf format for documentation. This includes as built drawings depicting all network paths including all nodes, switches, routers, edge devices, and gateways. This must be provided to the County and made available digitally or by hard copy. Details must include the network capacity for each leg, circuit ID, and provider.
12) INdigital shall ensure security measures are in place meeting or exceeding NENA NG-SEC standards which have been tested and adopted by the 911 industry and are currently deployed. INdigital must provide reliable, industry proven, up-to-date, resilient, and redundant protection to the network and all core services from malicious attacks.
13) INdigital shall connect and be compatible with the existing Highlands County CHE. INdigital must work with CHE Vendor to certify that the CHE is compatible and will operate with the INdigital NGCS solution. Any hardware or software related needs enabling the CHE compliant may be under separate contract with the CHE Vendor.
14) INdigital NGCS, if not already fully i3 compliant, must include a transitional pathway to become fully NENA i3 compliant. The INdigital solution must include all core service and ESInet components and functional elements as specified in NENA i3 Standard for Next Generation 911.
15) INdigital is responsible for all costs associated with interconnection to other area NGCS service providers. INdigital must, within twelve (12) months of contract signing, connect Highlands County to all NGCS and ESInet service providers that are within the immediate boundaries of the County. Furthermore, INdigital must continue to monitor surrounding NGCS service provider activity and work with any NGCS service provider that is implementing service in neighboring counties for the length of the contract term.
16) The INdigital Management Information System (MIS) Platform shall allow for the aggregation of numerous source data and allow for visualization, reporting and trending of ingress content in a NG911 network. It must provide visualization and reporting from largest to the smallest of views with the ability to partition and manage content in the appropriate containers for the addressable customer base for NG911.

17) There shall be no additional INdigital costs or expenses payable by the County or the PSAP for the development of MIS reports usable by other PSAPs and mutually agreed upon between the parties.
18) INdigital shall provide an MIS "dashboard application" as a means to display network activity and awareness and authorized customer access to portal management tools and training.
19) INdigital must provide detailed training and instructions on the capabilities and use of any monitoring or dashboard tools available to the County or PSAP. INdigital must also provide additional refresher training or support for training new staff if needed for the length of the contract term at no additional cost.
20) INdigital must provide pre and post cutover acceptance test plan (ATP) criteria to the 911 Coordinator and staff in order to receive project acceptance from the County. The criteria must be included and tracked on the project timeline from project inception to conclusion.
21) INdigital shall provide a single point of contact for all NGCS sales, project, technical and administrative matters. The initial project kick off meeting and ongoing face-to-face project meetings must occur on a monthly basis on-site or virtually. These meetings must include the INdigital project manager and other pertinent team members. The County reserves the right to determine if a face-to-face or virtual meeting will be conducted.
22) INdigital shall provide a single point of contact with 24x7x365 availability for all network and network associated services as outlined in the agreement and is to act on behalf of Highlands County when resolving, investigating or inquiring about any services provided by another service provider. County 911 staff communicates with INdigital and is never to be directed to contact a third party or other service provider; INdigital works on behalf of the county on all matters associated with NGCS and ESInet regardless of who owns the service or network. Highlands County will provide a letter of authorization (LOA) to INdigital to act on the County's behalf regarding any legacy service matters.
23) INdigital shall monitor the reliability of the NGCS components for a period of 45 days post 911 NGCS cutover. This includes, but is not limited to, the NGCS system components, network components, and legacy network components in order to ensure the 911 call routing service is functioning properly as designed. If any service or component fails during the course of the monitoring period, the clock will reset on the 45-day period, unless the issue causing a component failure was not the fault of INdigital or its subcontractors/partners. Milestone #4 can be paid after the 45-day successful testing period is completed.

Exhibit "B"

Compensation Schedule

Highlands Co
Shane Smith
Director/911 Coordinator
(863) 402-7375
smsmith@highlandssheriff.org

Jennifer Poole
Regional Acct Mgr
(407)314-3534
jpoole@indigital.net

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Milestone (Optional Services) - billing begins once cut into service

* Network will be actual cost for diverse carriers

** Network diversity is required before contracting**

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **January 7, 2024**

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

SUBJECT/TITLE: **Request approval of a contract between Highlands County and VisionFirst Advisors to create a 5-year strategic plan for the Office of Economic Development.**

STATEMENT OF ISSUE

The Office of Economic Development is in need of an updated strategic plan and has budgeted $95,000 to do so. This budget includes $75,000 of grant funding from the Florida Department of Commerce.

RECOMMENDED ACTION

Move to approve a contract between Highlands County and VisionFirst Advisors to complete a 5-year strategic plan for the Office of Economic Development.

FISCAL IMPACT

The Fiscal Impact is a decrease of $95,000 to General Fund (005), Cost Center 2810, Project 23076.

Attachments: Agreement.VisionFirst.Economic Development.SGS (002).pdf

AGREEMENT

THIS AGREEMENT is made by and between the BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, a political subdivision of the State of Florida, 600 South Commerce Avenue, Sebring, Florida 33870, hereinafter referred to as the "COUNTY," and VISIONFIRST ADVISORS, 3800 Esplanade Way, Suite 195, Tallahassee, Florida 32311, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, Section 17.B.22, of the Highlands County Purchasing Policy provides for an exemption from the competitive solicitation process when procuring services which are special or unique in nature; and

WHEREAS, the COUNTY has determined that the development of a strategic plan for and establishment of a strategic plan for Highlands County Economic Development requires special attention with a unique approach; and

WHEREAS, the CONTRACTOR is uniquely qualified to provide the services for the COUNTY due to its familiarity with the characteristics, development challenges and attributes of Highlands County

WHEREAS, the parties hereto have agreed to the terms and conditions cited herein.

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

SECTION 1. RECITALS.

The above Recitals are true and correct and are incorporated herein by this reference.

SECTION 2. TERM.

The term of this Agreement shall begin on the date of execution by the COUNTY and shall extend until such time as the services set forth herein are complete; however, shall in no event extend longer than one year without written amendment to this Agreement.

SECTION 3. SCOPE OF SERVICES.

The CONTRACTOR shall be responsible for performing the services described in **Exhibit "A"** attached hereto. To the extent of any conflict between **Exhibit "A"** and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

SECTION 4. OBLIGATIONS OF THE CONTRACTOR.

Obligations of the CONTRACTOR shall include, but not be limited to, the following:

A. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which may be necessary to fully

complete and deliver the goods and/or services requested by the COUNTY, and shall not have the authority to create or cause to be filed any liens for labor and/or materials on or against the COUNTY or any property owned by the COUNTY. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.

B. The CONTRACTOR will ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein when providing services for the COUNTY in accordance herewith.

C. The CONTRACTOR will maintain an adequate and competent staff and remain authorized to do business within the State of Florida. The CONTRACTOR may subcontract the services requested by the COUNTY; however, the CONTRACTOR is fully responsible for the satisfactory completion of all subcontracted work.

SECTION 5. STANDARD OF CARE.

A. The CONTRACTOR has represented to the COUNTY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Agreement, the CONTRACTOR agrees that the CONTRACTOR will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise, working on similar activities. The CONTRACTOR shall perform the services requested in an efficient manner consistent with the COUNTY's stated objectives and standards.

B. The CONTRACTOR covenants and agrees that it and its employees, agents, sub-contractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

SECTION 6. COMPENSATION.

A. Compensation for services completed by the CONTRACTOR shall not exceed Ninety-five Thousand and 00/100 Dollars ($95,000.00) to be paid as follows, in accordance with Florida Statutes, section 218.70, Florida's Prompt Payment Act:

i. Twenty Thousand and 00/100 Dollars ($20,000) due upon contract approval.
ii. Fifteen Thousand and 00/100 Dollars ($15,000) due upon delivery of the Strategic Plan Engagement Guide to the County.
iii. Thirty Thousand and 00/100 Dollars ($30,000) due upon delivery of the Strategic Plan Assessment Report to the County.
iv. Thirty Thousand and 00/100 Dollars ($30,000) due upon the delivery of the final Economic Development Strategic Plan to the County.

B. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the COUNTY. In its sole discretion, the COUNTY reserves the right to forego the use of the CONTRACTOR for any work that may fall within the Scope of Services listed herein. In the event the COUNTY is not satisfied with the services provided by the CONTRACTOR, the COUNTY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem, so long as the COUNTY has provided notice of defect to the CONTRACTOR.

SECTION 7. TERMINATION.

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

SECTION 8. PAYMENT WHEN SERVICES ARE TERMINATED.

A. In the event of termination of this Agreement by the COUNTY, and not due to the fault of the CONTRACTOR, the COUNTY shall compensate the CONTRACTOR for all services performed prior to the effective date of termination.

B. In the event of termination of this Agreement due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the COUNTY shall compensate the CONTRACTOR for all services completed, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to the COUNTY. All such payments shall be subject to an offset for any damages incurred by the COUNTY resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the COUNTY in the event of breach by the CONTRACTOR.

SECTION 9. INSURANCE.

A. The CONTRACTOR shall maintain the following types of insurance, with the respective limits, and shall provide proof of same to the COUNTY, in the form of a Certificate of Insurance prior to the start of any work hereunder:

1. AUTOMOBILE:
   a. Combined Single Limit: $300,000 per accident,

      OR

   b. Bodily Injury: $300,000 per person,

      AND

      Property Damage: $100,000 per accident;

2. GENERAL LIABILITY: One Million Dollars ($1,000,000.00) each occurrence;

3. GENERAL AGGREGATE: Two Million Dollars ($2,000,000.00);

4. EXCESS COVERAGE: One Million Dollars ($1,000,000.00); and,

5. WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than One Million Dollars ($1,000,000.00) per occurrence. Evidence of qualified self-insurance status will suffice for this subsection.

B. For every insurance policy required hereunder, the CONTRACTOR shall provide the COUNTY with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

1. The name of the insured CONTRACTOR,
2. The specified job by name and job number,
3. List "HIGHLANDS COUNTY" as an Additional Insured,
4. Recognizes the Indemnification requirements of this Agreement.
5. The name of the insurer,
6. The number of the policy,
7. The effective date,
8. The termination date,
9. A statement that the insurer will mail notice to the COUNTY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.

C. The CONTRACTOR shall name "Highlands County" as an additional insured, to the extent of the service to be provided under the agreement, on all insurance policies required hereunder with the exception of Workers' Compensation, and provide the COUNTY with proof of same.

D. Receipt of certificates or other documentation of insurance or policies or copies of policies by the COUNTY, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements specified herein.

E. The CONTRACTOR shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the CONTRACTOR shall maintain proof of same on file and made readily available upon request by the COUNTY.

F. The CONTRACTOR hereby waives for itself and for its insurers and underwriters, all rights which each of them may hold to recover in subrogation, indemnity, contribution or by direct cause of action for any damages, losses and costs of defense for risks against which insurance is provided, whether or not the same is required to be provided. The CONTRACTOR shall obtain consents, endorsements or such other action by insurers and underwriters as may be necessary to establish that the waiver of subrogation, indemnity, contribution and direct cause of action shall not abrogate, limit or otherwise affect any insurance provided by the CONTRACTOR and shall deliver evidence of the same to the to the COUNTY upon reasonable request.

G. The COUNTY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the CONTRACTOR and/or subcontractor providing such insurance.

H. All insurance carriers shall have an AM Best Resting of at least A- and a size of VII or larger. The General Liability and Workers' Compensation policies shall have a waiver of subrogation in favor of Highlands County. The liability policies shall be Primary/Non-Contributory.

SECTION 10. COUNTY OBLIGATIONS.

At the CONTRACTOR's request, the COUNTY agrees to provide, at no cost, all pertinent information known to be available to the COUNTY to assist the CONTRACTOR in providing and performing the required services.

SECTION 11. ENTIRE AGREEMENT.

This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or affect whatsoever on this Agreement.

SECTION 12. APPLICABLE LAW, VENUE, JURY TRIAL.

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

SECTION 13. PUBLIC RECORDS.

A. Pursuant to Florida Statutes, Section 119.0701:

IF YOU HAVE QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES, CHAPTER 119, TO YOUR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS:

RECORDS CUSTODIAN: GLORIA RYBINSKI
600 SOUTH COMMERCE AVENUE
SEBRING, FLORIDA 33870
TELEPHONE NUMBER: (863) 702-6836
HCBCCRECORDS@HIGHLANDSFL.COM

B. CONTRACTOR agrees to comply with public records laws, specifically to:

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

SECTION 14. INDEPENDENT CONTRACTOR.

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the CONTRACTOR, its employees, sub-contractors,

representatives, volunteers, and the like, will be an independent contractor and not an employee of the COUNTY for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The CONTRACTOR will retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder.

SECTION 15. APPLICABLE LICENSING.

The CONTRACTOR, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.

SECTION 16. COMPLIANCE WITH ALL LAWS.

The CONTRACTOR, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

SECTION 17. INDEMNIFICATION.

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, in any way related to the services provided herein and this Agreement, caused by the acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers or the like. The CONTRACTOR agrees to indemnify, defend and hold the COUNTY harmless for any and all such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement. The CONTRACTOR waives any and all rights or opportunity to contest the enforceability of this Section and agrees that in the event this Section, or any part thereof, is found unenforceable by the final unappealable judgment of a court of competent jurisdiction, this Section shall be construed so as to be enforceable to the maximum extent permitted by applicable law.

SECTION 18. BANKRUPTCY OR INSOLVENCY.

If the CONTRACTOR shall file a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the CONTRACTOR shall be appointed in any proceeding brought by or against the CONTRACTOR, or if the CONTRACTOR shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the CONTRACTOR's operations of the

premises, the COUNTY may terminate this Agreement immediately notwithstanding any notice requirements set forth herein.

SECTION 19. BINDING EFFECT.

This Agreement shall be binding upon and enure to the benefit of the parties hereto, their heirs, personal representatives, successors, and/or assigns.

SECTION 20. ASSIGNMENT.

This Agreement shall only be assignable by the CONTRACTOR upon the express written consent of the COUNTY.

SECTION 21. SEVERABILITY.

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid. If necessary, to preserve the intent of the parties, the parties shall negotiate in good faith to amend this Agreement, adopting a substitute provision for the one deemed invalid or unenforceable that is legally binding and enforceable.

SECTION 22. WAIVER.

Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, or condition, or right of election, but same shall remain in full force and effect.

SECTION 23. NOTICE.

The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the COUNTY and the CONTRACTOR. All notices required and/or made pursuant to this Agreement to be given to the COUNTY and the CONTRACTOR shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

COUNTY: Highlands County
Attn: Laurie Hurner, County Administrator
600 South Commerce Avenue
Sebring, Florida 33870

Copy to: Highlands County
Attn: Sherry G. Sutphen, Esquire
600 South Commerce Avenue
Sebring, Florida 33870
ssutphen@roperpa.com

CONTRACTOR: VisionFirst Advisors
Attn: Gray Swoope, President and CEO
3800 Esplanade Way, Suite 195
Tallahassee, Florida 32311

SECTION 24. MODIFICATION.

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 25. HEADINGS.

All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such sections, exhibits, and attachments.

SECTION 26. ADMINISTRATIVE DOCUMENTATION CONFLICT.

In the event the COUNTY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the COUNTY's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon. Likewise, any invoice or other instrument issued by the CONTRACTOR shall in no way modify the covenants, terms and provisions of this Agreement and shall have no force or effect thereon.

SECTION 27. CONFLICT OF INTEREST.

The CONTRACTOR warrants that the CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the COUNTY shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements set forth herein.

SECTION 28. PUBLIC ENTITY CRIMES.

As required by section 287.133, Florida Statutes, the CONTRACTOR warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty-six (36) months. The CONTRACTOR further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty-six (36) months from the date of being placed on the convicted contractor list.

SECTION 29. JOINT AUTHORSHIP.

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

SECTION 30. EQUAL OPPORTUNITY EMPLOYER.

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

SECTION 31. AUDITING, RECORDS, AND INSPECTION.

In the performance of this Agreement, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the COUNTY and shall be retained by the CONTRACTOR, for a period of five (5) years after termination or completion of the Agreement or until the full COUNTY audit is complete, whichever comes first. The COUNTY shall retain the right to audit the books during the Five (5) year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. The COUNTY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the COUNTY. The COUNTY has the right to terminate this Agreement based upon the findings in this audit without regard to any notice requirement for termination.

SECTION 32. SOVEREIGN IMMUNITY.

The COUNTY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of the COUNTY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the COUNTY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law. This section shall not limit any remedies as specifically contained in this Agreement.

SECTION 33. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

Pursuant to Florida Statutes, Section 448.095, the CONTRACTOR shall be registered with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility status of all employees performing work under this Agreement as well as all newly hired employees. In addition, the CONTRACTOR shall require any and all subcontractors performing work in accordance with this Agreement to register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment

eligibility status of all employees performing work under this Agreement as well as all newly hired employees. Any such subcontractor shall provide an affidavit to the CONTRACTOR stating that the subcontractor does not employ, contract with or subcontract with any ineligible individuals and the CONTRACTOR must keep a copy of said affidavit for the duration of this Agreement. Violation of this section is subject to immediate termination of this Agreement by the COUNTY without regard to any notice otherwise required herein. In the event, the COUNTY incurs costs as a result of the CONTRACTOR'S breach of this provision, any and all such costs shall be paid by the CONTRACTOR immediately upon receipt of notice of the same from the COUNTY. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: http://www.dhs.gov/E-Verify.

SECTION 34. USE OF COUNTY NAME, LOGO, SEAL, FLAG AND/OR LETTERHEAD.

The CONTRACTOR may only use the COUNTY'S name, logo, seal and/or flag with the express written permission of the COUNTY and consistent with any COUNTY policy related to the same. In addition, the CONTRACTOR shall not use the COUNTY'S letterhead, or any attempted rendition thereof, for issuing any correspondence related to this Agreement without the express written permission of the COUNTY.

SECTION 35. FOREIGN COUNTRY OF CONCERN.

A. Pursuant to Florida Statutes, section 287.138, and under penalty of perjury by the undersigned, the CONTRACTOR certifies that it is not owned by a foreign country of concern, as defined in Florida Statutes, section 287.138(1)(c), such that a foreign country of concern possesses a controlling interest in the CONTRACTOR; or with any entities organized under the laws of, or with its principal place of business in, a foreign country of concern.

B. The CONTRACTOR understands that in addition to criminal penalties for perjury, a violation of this section may result in civil penalties equal to twice the amount of this Agreement being assessed; the ineligibility to enter into, renew, or extend any contract, agreement, or grant with any governmental entity of the State of Florida; the ineligibility to receive or renew any license, certification, or credential issued by a governmental entity of the State of Florida; and placement on the State of Florida Suspended Vendors list.

SECTION 36. FORCED LABOR OR HUMAN TRAFFICKING.

A. Pursuant to Florida Statutes, sections 287.1346 and 787.06, and under penalty of perjury by the undersigned, the CONTRACTOR certifies that it is not an entity that is engaged in "forced labor" and has not been placed on the "forced labor vendor list," as defined by Florida Statures, section 287.1346, and is not engaged in human trafficking as defined by Florida Statutes, section 787.06.

B. The CONTRACTOR understands that in addition to criminal penalties for perjury, a violation of this section may result in civil penalties equal to twice the amount of this Agreement being assessed; the ineligibility to enter into, renew, or extend any contract, agreement, or grant with any governmental entity of the State of Florida; the ineligibility to receive or renew any license, certification, or credential issued by a governmental entity of the State of Florida; and placement on the State of Florida Forced Labor Vendors list.

SECTION 37. ELECTRONIC SIGNATURE.

This Agreement may be executed in multiple counterparts, each one of which shall be deemed an original, but all of which together shall constitute the same Agreement. Electronic signatures shall be valid and sufficient to bind any party to this Agreement. Signatures to this Agreement transmitted by facsimile, email or other electronic transmission (for example, through the use of a Portable Document Format or "pdf" file) shall be valid and effective to bind the party to signing. All such signatures will be deemed to be original signatures for all purposes.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the ____ day of _____, 202__.

BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY

(SEAL)

_____
Arlene Tuck, Chairman

ATTEST:

_____
Jerome Kaszubowski, Clerk

VISIONFIRST ADVISORS

_____
Gray Swoope
President and CEO

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization of Gray Swoope, as President and CEO, of VisionFirst Advisors, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 202__.

(stamp)

_____
NOTARY PUBLIC, State of Florida

Exhibit "A"
Scope of Services

SCOPE + APPROACH

To develop an economic strategy, VisionFirst recommends a process consisting of a series of outlined elements with some taking place concurrently. The project is expected to take approximately four to six months from contract execution and based on agreed upon timelines. Each phase and its associated components and deliverables are outlined on the following pages and can be customized to fit your exact needs.

ELEMENT 1 »

Project Kickoff | Desktop Review

Strategy, like building a house, starts with proper planning and design before the foundation is laid. VisionFirst will utilize the initial kickoff meeting with the Highlands County project team to review desired outcomes, build consensus on goals and adjust the scope as necessary for success. This process will allow us to identify milestones while developing a communications structure for the entirety of the project.

The kickoff meeting will help us identify who will assist VisionFirst in coordinating information, identifying key stakeholders for input and providing guidance throughout all phases of development.

Our staff will facilitate an online meeting with a review of the project objectives, refine the scope as necessary and pinpoint expected outcomes and deliverables.

A firm timeline will be established with milestones for updates and progress.

Activities Include

- Kickoff planning session.
- Review summary report of existing plans, annual reports, workforce or target industry studies and data, and quality of place initiatives and programs.
- Formulate a schedule of meetings, timelines and update calls.

ELEMENT 1 DELIVERABLE

Develop an **engagement guide** for the project, including check-in calls/meetings and final schedule of drafts and deliverables within 10 business days following the meeting.

ELEMENT 2 »

Economic Assessment | Quantitative Analysis

To successfully build a suite of strategies and tactics, it is critical to first analyze the current economy as well as market changes. The focus of the analysis is to uncover trends and future projections.

VisionFirst will assess the county and region's economic base, identifying trends and their impact on the future, including, but not limited to industry, workforce, education, housing affordability and quality of place. The assessment will mirror that of a site selection search, allowing VisionFirst to update the strengths and challenges of the community.

Using both quantitative and qualitative data, emphasis will be placed on location quotients, industry strengths and targets, labor force participation rates, industry employment and wages as well as local policies. This data will compare Highlands County to the state and nation from site selector, investor and business perspectives. VisionFirst Advisors will compile data from numerous trusted state and national sources including: JobsEQ by CHMURA Economics and Analytics, U.S. Census Bureau, StatsAmerica, National Center for Education Statistics, the National Association of Counties and more.

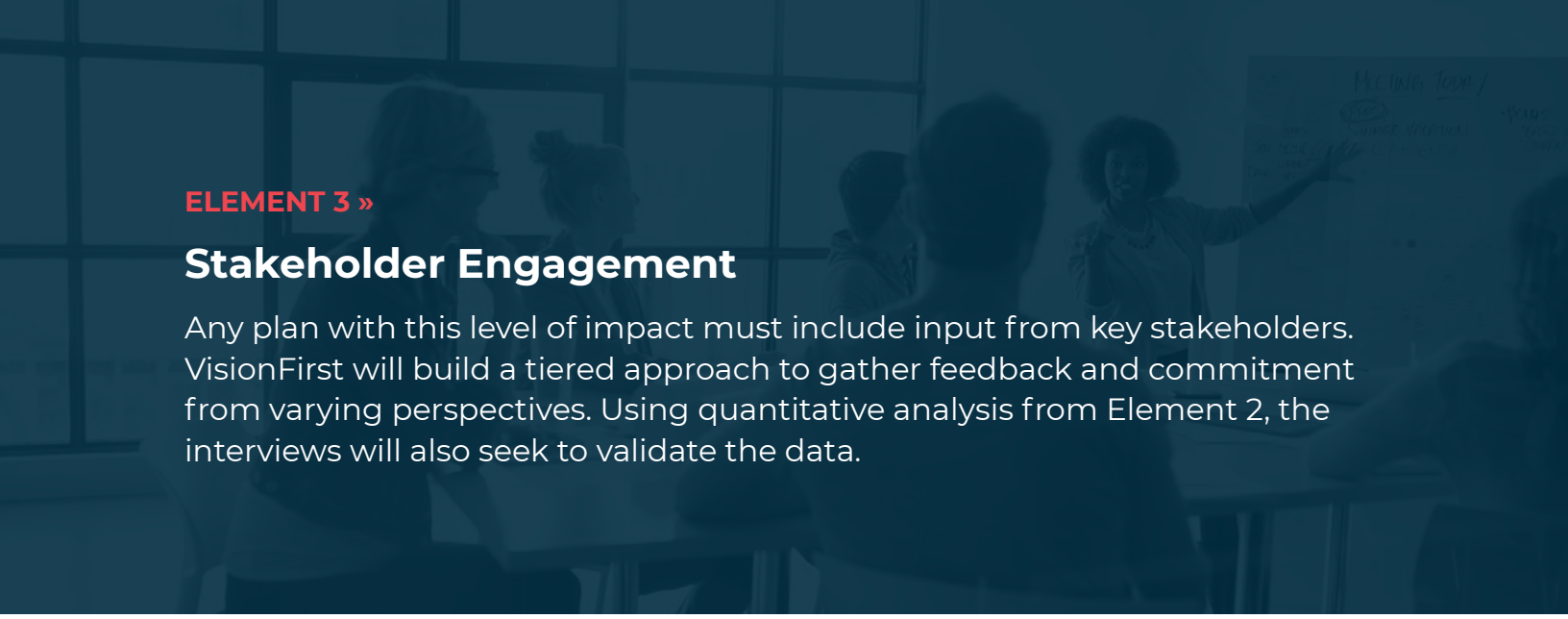
As part of its research, VisionFirst will conduct a review of the community's strengths, weaknesses, opportunities and threats, and will also develop strategies that help leverage or capitalize on each strength or opportunity and to minimize or mitigate weaknesses and threats – known as leverage points. The data will provide a baseline of information for the community to utilize in coalescing leadership and initiatives to maximize community competitiveness.

Activities Include

- Collect and evaluate research and data to provide a clear picture of the current economic outlook as well as opportunities surrounding the community using national research tools.
- Utilize data to identify economic pressures in the local economy and industry sectors and where opportunities exist.
- Develop an understanding of future market trends, as well as industry disruptions and advances.
- Conduct a SWOT analysis regarding the community and surrounding region and develop subsequent leverage points for moving forward.

ELEMENT 2 DELIVERABLE

Compile an **economic assessment** which summarizes the economic data and benchmark analysis using data visualization to underscore and highlight economic pressures and opportunities. A SWOT analysis and subsequent leverage points will also be included.



ELEMENT 3 »

Stakeholder Engagement

Any plan with this level of impact must include input from key stakeholders. VisionFirst will build a tiered approach to gather feedback and commitment from varying perspectives. Using quantitative analysis from Element 2, the interviews will also seek to validate the data.

The importance of meaningful stakeholder engagement cannot be overstated. VisionFirst regards stakeholder engagement as critical as any other component of the plan development process, with adequate analysis, preparation, implementation, reporting, evaluation and follow-up. VisionFirst will approach each interview or session as a two-way dialogue building off the stakeholders' source of expertise while considering the PESTE (Political, Economic, Social, Technological, Environment) context and how each can offer strategies to maximize long-term success. Ultimately, stakeholder participation includes the promise that the stakeholder's contribution will influence the final strategy.

The qualitative analysis will offer:

- Enhanced clarity about how goals resonate from the viewpoint of stakeholders.
- An understanding of how stakeholders assess the value economic development creates for them.
- The identification of roadblocks that need to be removed to achieve shared goals.
- A better and deeper relationship with key stakeholders to achieve success.

VisionFirst's approach can include in-person discovery sessions, one-on-one interviews, group meetings and surveys – each will seek to gain insight on how the current activities foster future engagement. We will then utilize those perspectives to create actionable strategies.

The engagement will consider five key questions:

1. What are the county's areas of greatest strength and promise?
2. What currently makes Highlands County truly distinctive in relation to peers and competitors?
3. What will the county need to do to create an innovative and wealth generating economic climate?
4. What are the major forces, trends or issues in the county that will impact the future?
5. What are the greatest opportunities to enhance the county's efforts that will lead to continued economic prosperity and serve residents and businesses alike?

Activities Include

- Develop a comprehensive stakeholder engagement plan that leverages stakeholder expertise while building trust in the process.
- Host and facilitate a series of on-the-ground meetings and conversations with stakeholders to identify the vision, purpose and expected outcomes of the plan.
- Develop and deploy an online stakeholder survey to reach broader and underrepresented audiences.

ELEMENT 3 DELIVERABLE

Compile **stakeholder feedback and insights** analysis to summarize impressions from a site selector perspective while also synthesizing key themes, highlights and quotes from engagement.

ELEMENT 4 »

Heightening Operational Performance

Companies searching locations for new or expanding operations expect a responsive and knowledgeable economic development staff. Beginning with the state and local economic development teams, the cohesiveness must be carried throughout all key stakeholders from elected officials, business leaders, local utilities to workforce and educational institutions.

Evaluation is a prudent step to periodically assess where any organization is in its evolution, how it may best achieve its mission and stay in tune with both its constituents and in collaborating with its stakeholder partners. To develop a successful strategic plan and implementation strategy it is critical to understand HCED's organizational capacity and technical feasibility.

VisionFirst's evaluation of HCED will utilize its breadth of experience managing organizations at the county, region and state levels offering Highlands County best practices to maximize its funding, staffing and stakeholders.

Building off knowledge from prior engagements with Highlands County, VisionFirst will evaluate budgets, funding sources, organization structure, compensation and classifications, staff size, capabilities and functional areas with similar organizations with recommendations for organizational, operational and budget adjustments to be sustainable long-term.

VisionFirst will review and assess current programs in business retention and expansion, recruitment, product development and support functions against high-performing economic development entities.

Activities Include

- Analyze and review HCED's role in the economic development ecosystem and identify where opportunities exist.
- Evaluation of budgets, funding sources, organization structure, compensation and staff size, resources and tools, capabilities and functional areas.
- Review and assessment of current programs in business retention and expansion, recruitment, product development and support functions.

ELEMENT 4 DELIVERABLE

Assess operations and programs and **develop recommendations to enhance performance** and metrics to evaluate success.

ELEMENT 5 »

Optimizing Value | Products & Assets

For communities to compete, it is critical that risk is mitigated especially as it relates to a community's product including sites, buildings, workforce and regional assets. What separates a community is the ability to highlight available buildings and project-ready sites where significant due diligence has been conducted and infrastructure exists.

VisionFirst's review of properties will utilize an asset optimization approach that will analyze data, assess risks and opportunities and offer recommendations to maximize marketability.

Additionally, specific focus will be on how these assets can be optimized given competitive factors to create new jobs, increase private payroll and boost capital investment in the community.

Activities Include

- Conduct a field visit of existing local assets such as transportation and utility infrastructure, educational institutions, entrepreneurial centers as well as top industry partners.
- Utilize online research and in-person site visits to understand product including sites, buildings and proposed developments.
- Evaluate current product portfolio to provide recommendations to improve competitiveness moving forward.

ELEMENT 5 DELIVERABLE

Conduct **asset value optimization approach** of top sites and buildings and provide recommendations to mitigate risk and maximize marketability.

ELEMENT 6 »

Enhancing the Toolbox

The approach to economic development competitiveness has changed dramatically over the last several years as it relates to the use of financial tools. As such, locally developed incentive programs are more important than ever.

Local economic development organizations must adopt more focused programs designed to promote competitiveness within their targeted industries.

VisionFirst will review the current financial toolbox that considers industry needs while reflecting the values of the county. This strategy will address emerging trends such as remote workforce as well as university, corporate and community partnerships, with the goal of increasing job creation and capital investment. These programs will be designed with a focus around small to mid-sized projects but flexible enough to maximize opportunity and tailored to the unique project drivers.

Activities Include

- Review both financial and nonfinancial incentives as it relates to effectiveness, value proposition and public transparency.
- Recommendations for incentive programs including those relating to minority and women owned/led enterprises.
- Insight into the current targeted industry drivers and how the programs will align; and
- Specific strategies on how to address existing industry challenges, with an understanding that retention is a valuable proposition with significant potential return.

ELEMENT 6 DELIVERABLE

A summary of the proposed incentive structure, including permitting, tax abatements and discretionary programs.

ELEMENT 7 »

Long-Term Strategies | Annual Implementation

The goal of the plan is to connect and direct Highlands County economic development partners to achieve measurable goals by building off its foundation of success.

Strategy is often about achieving a goal in the most effective and efficient manner possible. For some communities, strategy is about achieving at a higher level than that of their competitors. But regardless of the organization's locality, strategic planning is about understanding the challenges, trends and issues; understanding what clients/stakeholders want and what they need; and determining the most effective and efficient way possible to achieve the mandate. Regardless of format, a good strategy drives focus, accountability and results.

VisionFirst will develop an economic development strategic plan to build upon the existing resources and successes to strategically focus Highlands County to grow jobs, support and retain businesses and build a sustainable, viable economy that offers prosperity to all its citizens. The strategy will be built on analytics, industry trends and stakeholder conversations to provide a clear course of action, milestones and metrics.

Plan Components to Include

- Goals, objectives and tactics that guide and grow the county's economic development efforts over the next five years.
- Actionable strategies for most effectively improving economic conditions, per-capita income, wages, workforce skills, business formation and growth opportunities, bridging regional divides, etc.
- Metrics and an evaluation framework to be used by the county and stakeholders to measure performance and success, including outlining collaboration strategies for implementation.
- VisionFirst will provide a draft plan for initial review and the project team will have the opportunity to provide edits. Upon completion of the document, an executive summary will be created for public distribution. VisionFirst will present the plan in person over one business day to stakeholders.

ELEMENT 7 DELIVERABLE

An economic development **strategic plan** to include goals, objectives, tactics, time frames and budgets that build upon the products and assets of the county over the identified short-, mid- and long-term targets. The plan will also recommend methods for tracking results and measuring success.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **January 7, 2025**

PRESENTER: **Corey Amundsen, Emergency Manager**

SUBJECT/TITLE: **Request acceptance of the Federally Funded Subaward and Grant Agreement for Hurricane Milton DR4834.**

STATEMENT OF ISSUE

This Federally Funded Subaward and Grant Agreement is for communities to respond to and recover from major disasters or emergencies and for limited mitigation measures.

RECOMMENDED ACTION

Move to accept the Federally Funded Subaward and Grant Agreement for Hurricane Milton DR4834.

FISCAL IMPACT

The fiscal impact will be an increase to Fund 005 (General) but is unknown at this time until all projects have been submitted for reimbursement and paid.

Attachments: Subgrant Agreement Highlands County.pdf

Agreement Number: Z4745

FEDERALLY FUNDED SUBAWARD AND GRANT AGREEMENT for- Hurricane Milton DR4834

The following Agreement is made and information is provided pursuant to 2 CFR §200.332(a)(1):

Subrecipient's name:	Highlands County
Subrecipient's unique entity identifier:	DVGCMAE96DX5
Federal Award Date:	12/10/2024
Subaward Period of Performance Start and End Date (Cat A-B):	10/05/2024 - 04/11/2025
Subaward Period of Performance Start and End Date (Cat C-G):	10/05/2024 - 04/11/2026
Amount of Federal Funds Obligated by this Agreement:	N/A
Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity to include this Agreement:	
Total Amount of the Federal Award committed to the Subrecipient by the pass-through entity:	
Federal award project description (see Federal Funding Accountability and Transparency Act (FFATA):	Grant for communities to respond to and recover from major disasters or emergencies and for limited mitigation measures.
Name of Federal awarding agency:	Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA)
Name of pass-through entity:	Florida Division of Emergency Management (FDEM)
Contact information for the pass-through entity:	2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100
Assistance Listing Number (Formerly CFDA Number):	97.036
Indirect cost rate for the Federal award:	See Section 9 (d)
Assistance Listing Program Title (Formerly CFDA program Title):	Disaster Grants - Public Assistance (Presidentially Declared Disasters)

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

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

B. The Subrecipient, by its decision to participate in this grant program, bears the ultimate responsibility for ensuring compliance with all applicable State and Federal laws, regulations and policies, and bears the ultimate consequences of any adverse decisions rendered by FDEM, the Federal Awarding Agency, or any other State and

Federal agencies with audit, regulatory, or enforcement authority;

C. This Agreement establishes the relationship between the Agency and the Subrecipient to allow the Agency to pay grant funds to the Subrecipient.

THEREFORE, the Agency and the Subrecipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 CFR § 200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance," applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. Performance under this Agreement is subject to 2 CFR Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. In addition to the foregoing, the Subrecipient and the Agency shall be governed by all applicable State and Federal laws, rules, and regulations. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

c. The applicable statutes, rules, or regulations are the statutes, rules, or regulations in effect at the time of the declaration of the incident through which federal funds are awarded, or as otherwise indicated as retroactively applied. All required provisions can be found in Attachment D: Required Contract Provisions.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Agency's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Agency's liaison with the Subrecipient. As part of his/her duties, the Grant Manager for the Agency shall:

i. Monitor and document Subrecipient performance; and

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

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

Name and Title: Stephane Malet, Grant Program Manager
Bureau of: Recovery
Address: Florida Division of Emergency Management
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
Telephone: (850) 815-4469
Email: Stephane.Malet@em.myflorida.com

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

Name: Laurie Hurner, County Administrator
Address: 600 S. Commerce Ave
Sebring, FL 33870
Telephone: 863-402-6500
Email: LHurner@highlandsfl.gov

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

d. Systems Access: It is the Subrecipient's responsibility to maintain current active users in the Agency's grants management system in accordance with Attachment B to this Agreement ("Systems Access Form").

(4) TERMS AND CONDITIONS

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

(5) EXECUTION

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

(6) MODIFICATION

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

(7) SCOPE OF WORK

The Subrecipient shall perform the work as approved by FEMA and provide the necessary documentation to substantiate work completed.

(8) PERIOD OF AGREEMENT/PERIOD OF PERFORMANCE

The Period of Agreement establishes a timeframe for all Subrecipient contractual obligations to be completed. Upon execution by both parties, this Agreement shall begin on the first day of the incident period for the disaster applicable to the agreement and shall end upon closeout of the Subrecipient's account for this disaster by the Federal Awarding Agency, unless terminated earlier as specified elsewhere in this Agreement. This Agreement survives and remains in effect after termination for the herein referenced State and Federal audit requirements and the referenced required records retention periods. Work may only be performed during the timeframes established and approved by FEMA for each Category of Work type.

(9) FUNDING

a. The amount of total available funding for this subgrant is limited to the amount obligated by the Federal Awarding Agency for all projects approved for this Subrecipient for DR - 4834 - Hurricane Milton . Payments to Subrecipients are contingent upon the granting of budget authority to the Agency.

b. Pursuant to section 252.37(5)(a), Florida Statutes, unless otherwise specified in the General Appropriations Act, whenever the State accepts financial assistance from the Federal Government or its agencies under the Federal Public Assistance Program and such financial assistance is conditioned upon a requirement for matching funds, the State shall provide the entire match requirement for state agencies and one-half of the required match for grants to Local governments. **Affected Local governments shall be required to provide one-half of the required match prior to receipt of such financial assistance. Section 252.37, Florida Statutes, does not apply to Subrecipients that are considered Private Non-Profit entities, therefore the entire non-federal share shall be the responsibility of the Private Non-Profit Subrecipient.**

c. The Executive Office of the Governor may approve a waiver to local governments for the Non-Federal

match requirement. The local government must apply for the waiver in accordance with Section 252.37(5)(b), Florida Statutes. Local governments must apply for the match waiver independently from their respective County.

d. Under the Federal Emergency Management Agency's Public Assistance Program, subrecipients may seek reimbursement for indirect costs. 44 C.F.R. § 207.2, defines indirect costs as, "costs that are incurred by a grantee for a common or joint purpose benefiting more than one cost objective that are not readily assignable to the cost objectives specifically benefited". Additionally, "indirect costs may not be charged directly to a project or reimbursed separately, but rather are considered to be eligible management costs under this part" (see 44 C.F.R. § 207.6). Any organization that receives Federal awards and requests recovery of indirect costs must have an approved federally recognized indirect cost rate agreement (see 2 C.F.R. § 200.400 – 200.476 and Appendix IV to Part 200). The indirect cost rate shall be negotiated between the subrecipient and the Federal government. If no approved rate exists the Agency shall determine the appropriate rate in collaboration with the subrecipient, which is either the negotiated rate between the Agency and the subrecipient or the *de minimus* indirect cost rate.

(10) PAYMENT

a. The payment method used by the Agency is either a Cost Reimbursement or an Advance Payment. Advance payments will be governed by Chapter 216, Florida Statutes.

b. The Agency's Grant Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Subrecipient.

c. As required by 2 CFR 200.305 (b.) (8) and (9), The non-Federal entity must maintain advance payments of Federal awards in interest bearing accounts.

(11) FLORIDA RECOVERY OBLIGATION CALCULATION (F-ROC)

If you are opted into the Florida Recovery Obligation Calculation (F-ROC) Program and received an F-ROC score for this event, you will receive payment for all large, non-expedited, Category A and Category B projects, equal to your score as a percentage upon obligation. Funding will remain contingent upon obligation by FEMA and the Applicant will be liable for repayment (See (12) REPAYMENTS) upon de-obligation by FEMA of any disbursed funds. Any de-obligation of funding is within FEMA's sole discretion and the Agency shall not be liable for FEMA's exercise of its discretion. Participation in the F-ROC program does not guarantee funding and is dependent upon FEMA's obligation. As stated in the executed F-ROC Participation Request Form:

a. The score is made up of three components:
   i. 20% Baseline score for signing and returning the Request Form.
   ii. Up to a 40% score for completing the DRA.
   iii. Up to a 20% score for completing the PDQ.

b. Applicants who have received EMAP accreditation will receive an additional 5%.

c. The Applicant's score directly corresponds to the percent of the eligible obligated amount that will be disbursed to the Applicant upon obligation of the Public Assistance project. After validation of all supporting documentation is complete, the Applicant will receive the remainder of the validated, obligated amount.

d. If the Applicant has any open receivables with the Division, those receivables must be satisfied before any disbursements are made through the F-ROC program.

e. The Applicant may choose to receive a lesser score than the score earned through the completion of the above components on a one-time basis per disaster. The Applicant must make a request to that effect in writing to the Agency, on their letter head and duly signed by an authorized representative of the Applicant. Such a request must be made prior to the obligation of funds for it to impact the Applicant's score and therefore, reflect upon the obligation attaching thereto.

(12) REPAYMENTS

a. Refunds or repayments of obligated funds may be paid to the Agency through check or through a payment plan as approved by the Department of Financial Services. Additionally, FEMA may permit the Agency to off-set against other obligated projects where deemed appropriate. The Subrecipient has 45 days to repay the funds from the issuance of the invoice from the Agency. The Agency may impose a 1% per month interest fee for unpaid invoices.

b. All refunds or repayments due to FDEM under this Agreement are to be made payable to the order of "Florida Division of Emergency Management," and must include the invoice number and the applicable Disaster and Project number(s) that are the subject of the invoice, and be mailed directly to the following address:

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

(13) RECORDS

a. As required by 2 CFR § 200.334, and modified by Florida Department of State's record retention requirements (Fla. Admin. Code R. 1B-24.003), the Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and all relevant terms and conditions of the award paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. This period may be extended for reasons including, but not limited to, litigation, fraud, or appeal. As required by 2 CFR § 200.303(e), the Subrecipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal Awarding Agency or FDEM designates as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.

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

c. The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent if this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA Subaward Reporting System (FSRS) is the reporting tool the Agency must use to capture and report sub-award and executive compensation data regarding first-tier subawards that obligate $30,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

(14) AUDITS

a. The Subrecipient shall comply with the audit requirements contained in 2 CFR Part 200, Subpart F.

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

c. As required by 2 CFR § 200.332(a)(5), the Agency, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Subrecipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents.

d. Each public assistance subrecipient must submit a certification in FloridaPA.org to inform FDEM whether their entity is subject to a Federal Single Audit. This is part of the Recovery Bureau's overall monitoring program.

e. The subrecipient agrees to submit the Federal Single Audit report to the Agency in FloridaPA.org no later than 30 calendar days after receipt of the auditor's report.

f. Per (2 CFR §200.512(d), the subrecipient's auditor must electronically submit the single audit report to the Federal Audit Clearinghouse (FAC) at fac.gov.

(15) REPORTS

a. Consistent with 2 CFR § 200.329, the Subrecipient shall provide the Agency with quarterly reports and any applicable financial reporting, including reports required by the Federal Funding Accountability and Transparency Act (FFATA). These reports shall include the current status and progress by the Subrecipient and, as applicable, all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Agency.

	Reporting Time Period	Subrecipient Report Submittal Deadline
Quarter 1 (Q1)	October 1 – December 31	January 15
Quarter 2 (Q2)	January 1 – March 31	April 15
Quarter 3 (Q3)	April 1 – June 30	July 15
Quarter 4 (Q4)	July 1 – September 30	October 15

b. The Subrecipient agrees to submit quarterly reports to the Agency no later than fifteen (15) days after the end of each quarter of the program year and to submit quarterly reports each quarter until one quarter past the

closeout of each project in the Agency's Grant Management System. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The closeout report is due sixty (60) days after completion of each project worksheet associated with the applicant executing this Agreement, or sixty (60) days after termination of this Agreement, whichever first occurs.

d. The Subrecipient shall provide additional program reports, updates, or information that may be required by FDEM or the Federal awarding agency.

(16) MONITORING

a. The Agency shall monitor the performance of the Subrecipient under this Agreement to ensure that the Scope of Work is being accomplished within the specified time periods, and that other performance goals are being met.

b. The Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Agency. In the event that the Agency determines that an audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the Agency to the Subrecipient regarding such audit.

c. Small Projects, as defined in 44 CFR § 206.203(c)(2), that are obligated above the Federal Simplified Acquisition Threshold (SAT) will be subject to enhanced oversight and monitoring by the Agency as authorized by 2 CFR § 200.332(a)(2).

(17) LIABILITY

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

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

(18) TERMINATION

This Agreement terminates upon the completion of all eligible work and payment of all eligible costs in accordance with the Public Assistance Program requirements. The Agency and Subrecipient agree that all records will be maintained until the conclusion of any record retention period.

(19) PROCUREMENT

a. The Subrecipient must ensure that any procurement involving funds authorized by the Agreement complies with all applicable Federal and State laws and regulations, including 2 CFR § 200.318 through 200.327 as well as Appendix II to 2 CFR Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal

Awards"). Additional requirements, guidance, templates, and checklists regarding procurement may be obtained through the FEMA Procurement Disaster Assistance Team. Resources found here: https://www.fema.gov/grants/procurement.

b. The Subrecipient must include all applicable federal contract terms for all contracts for which federal funds are received.

If the Subrecipient contracts with any contractor or vendor for performance of any portion of the work required under this Agreement, the Subrecipient must incorporate into its contract with such contractor or vendor an indemnification clause holding the Federal Government, its employees and/or their contractors, the Agency, its employees and/or their contractors, and the Subrecipient and its employees and/or their contractors harmless from liability to third parties for claims asserted under such contract.

c. The Subrecipient must monitor and document, in the quarterly report, the contractor's progress in performing work on its behalf under this Agreement in addition to its own progress.

d. The Subrecipient must ensure all contracts conform to sections 287.057 and 288.703, Florida Statutes, as applicable.

e. 1. Pursuant to section 287.05805, Florida Statutes, if state funds are being used for the purchase of or improvements to real property pursuant to the terms of this Agreement, the state funds are contingent upon the Subrecipient or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.

f. 2. If applicable, pursuant to section 255.0993, Florida Statutes, the Subrecipient shall ensure that any iron or steel product, as defined in section 255.0993(1)(b), Florida Statutes, that is permanently incorporated in the deliverable(s) resulting from this project, is produced in the United States.

(20) ATTACHMENTS

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

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

c. This Agreement has the following attachments:

i. Attachment A – Scope of Work, Deliverables, and Financial Consequences
ii. Attachment B – Systems Access Form
iii. Attachment C – Certification Regarding Debarment
iv. Attachment D – Required Contract Provisions
v. Attachment E – Certification Regarding Lobbying
vi. Attachment F – Foreign Country of Concern Affidavit

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

SUBRECIPIENT: Highlands County

By: _____

(Signature)

Name: Arlene Tuck

Title: Chair

Date: _____

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: _____

Alternate Governor's Authorized Representative

Date: _____

Attachment A

SCOPE OF WORK, DELIVERABLES and FINANCIAL CONSEQUENCES

Scope of Work

FEMA has sole authority for determining eligibility of project activities and associated costs. The Subrecipient is required to complete all eligible Projects and submit appropriate supporting documentation for all work and costs, as approved by FEMA.

When FEMA has obligated funding for a Subrecipient's Project Worksheet (PW), the Agency notifies the Subrecipient with a copy of the PW (or P2 Report).

Budget and Project List

For the purpose of this Agreement, each Project will be monitored, completed, and reimbursed independently of the other Projects which are made part of this Agreement.

Deliverables

For the purposes of this agreement, each project will be a standalone deliverable but may be compensated incrementally based on the Subrecipient's expenditures. The required performance level is satisfactory completion of the project as identified in the Scope of Work, the approved PW, and subsequent PW versions, if applicable.

Project will be paid upon obligation and validation of the Project Worksheet and execution of the subgrant agreement. Subrecipient must initiate the Small Project Closeout in the grants management system within sixty (60) days of completion of the project work, or no later than the period of performance end date. Small Project Closeout is initiated by logging into the grants management system, selecting the Subrecipient's account, then selecting 'Create New Request', and selecting 'New Small Project Completion/Closeout'. Complete the form and 'Save'. The final action is to advance the form to the next queue for review.

Financial Consequences:

2 CFR §200.339 and §215.971, Florida Statutes, requires the Agency, as the recipient of Federal funding, to apply financial consequences, including withholding a portion of funding up to the full amount in the event that the Subrecipient fails to be in compliance with Federal, State, and Local requirements, or satisfactorily perform required activities/tasks.

For any PW that the Subrecipient fails to complete in compliance with Federal, State and Local requirements, the Agency shall withhold a portion of the funding up to the full amount until such compliance is either ultimately obtained or the project is de-obligated by FEMA and/or withdrawn.

The Agency shall apply the following financial consequences in these specifically identified events:

Work performed outside the Incident Period
Based on 2 C.F.R. §200.309, a Subrecipient may be reimbursed only for eligible costs incurred for work performed within the period of performance. Costs incurred as a result of work performed outside of the period of performance will be deemed not allowable and ineligible for reimbursement by the Agency as a financial consequence. In accordance with 44 CFR 206.204 (d), if the Subrecipient does not anticipate finishing the work within the original period of performance, they must request a time extension and support that the work cannot be timely completed due to extenuating circumstances beyond the Subrecipient's control.

Additionally, if the project is not completed within the period of performance and a time extension request was not granted, the Agency will coordinate with the Federal Awarding Agency to adjust the costs obligated amount to reflect the actual allowable costs incurred during the period of performance as a financial consequence.

The Agency retains the right to impose financial consequences for instances of non-performance or non-compliance not specifically addressed in this section.

Attachment B

SYSTEMS ACCESS

The **System Access Form** is submitted with each new disaster or emergency declaration to identify the Subrecipient's contacts for the FDEM Grants Management System in order to enter notes, review notes and documents, and submit the documentation necessary to work the new event. The Systems Access Form is originally submitted as Attachment "B" to the PA Funding Agreement. The Subrecipient is responsible for regularly reviewing its contacts. Contacts should be removed within 14 days of separation, retirement, or are reassignment by the Subrecipient. A new form will only be needed if all listed contacts have separated from the Agency. If a new Systems Access form is submitted, all Agency Representatives currently listed as contacts that are not included on the updated form will be deleted from FDEM Grants Management System for the specified grant. All users must log in on a monthly basis to keep their accounts from becoming locked. **Note: the Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.**

Instructions for Completion

Complete the form in its entirety, listing the name and information for all representatives who will be working in the FDEM Grant Management System. Users will be notified via email when they have been granted access. The user must log in to the FDEM Grants Management System within twelve (12) hours of being notified or their account will lock them out. Each user must log in within a sixty (60) day period or their account will lock them out. In the event you try to log in and your account is locked, users must submit a request for unlocking to RPA.Help@em.myflorida.com.

The form is divided into twelve blocks; each block must be completed where appropriate.

Block 1: "Authorized Agent" – This should be the highest authority in your organization who is authorized to sign legal documents on behalf of your organization. A subsequent new Authorized Agent must be designated through a letter on letterhead from the Subrecipient's Authorized Representative. It is recommended to delegate this authority to an organizational staff member to avoid delays in grant management (Only one Authorized Agent is allowed, and this person will have full access/authority unless otherwise requested).

Block 2: "Primary Contact" – This is the person designated by your organization to receive all correspondence and is our main point of contact. This contact will be responsible for answering questions, uploading documents, and submitting reports/requests in FDEM Grants Management System. The Authorized Agent may designate a new Primary Contact. (Only one Primary Contact is allowed, and this contact will have full access).

Block 3: "Alternate Contact" – This is the person designated by your organization to be available when the Primary is not. Either the Authorized Agent or Primary Contact may designate a new Alternate Contact. (Only one Alternate Contact is allowed, and this contact will have full access).

Block 4, 5, and 6: "Other" (Finance/Point of Contact, Risk Management-Insurance, and Environmental-Historic). Providing these contacts is essential in the coordination and communication required between State and Local subject matter experts. We understand that the same agent may be identified in multiple blocks, however we ask that you enter the name and information again to ensure we are communicating with the correct individuals.

Block 7 – 12: "Other" (Read Only Access) – There is no limit on "Other" contacts, but we ask that this be restricted to those that are going to actually need to log in and have a role in reviewing the information. This designation is only for situational awareness purposes as individuals with the "Other Read-Only" designation cannot take any action in FDEM Grants Management System.

Note: The Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.

SYSTEMS ACCESS FORM (CONTACTS)
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
FLORIDA DIVISION OF EMERGENCY MANAGEMENT

Subrecipient: Highlands County

Box 1: Authorized Agent (Full Access)	**Box 2: Primary Contact** (Full Access)
Name: Corey Amundsen	Name: Loretta Mitten
Signature:	Signature:
Organization / Official Position: Highlands County, Emergency Manager	Organization / Official Position: Highlands County - Emergency Management
Mailing Address: 6850 W. George Blvd	Mailing Address: 6850 W. George Blvd
City, State, Zip: Sebring, FL 33875	City, State, Zip: Sebring, FL 33875
Daytime Telephone:	Daytime Telephone: 863-402-7600
E-mail Address: camundsen@highlandsfl.gov	E-mail Address: lmitten@highlandsfl.gov
Box 3: Alternate Contact (Full Access)	**Box 4: Other-Finance/Point of Contact** (Full Access)
Name: Tanya Cannady	Name: David Nitz
Signature:	Signature:
Organization / Official Position: Highlands County, Business Services Director	Organization / Official Position: Highlands County, OMB Manager
Mailing Address: 600 S. Commerce Ave	Mailing Address: 600 S. Commerce Ave
City, State, Zip: Sebring, FL 33870	City, State, Zip: Sebring, FL 33870
Daytime Telephone: 863-402-6500	Daytime Telephone: 863-402-6500
E-mail Address: tcannady@highlandsfl.gov	E-mail Address: dnitz@highlandsfl.gov
Box 5: Other-Risk Mgmt-Insurance (Full Access)	**Box 6: Other-Environmental-Historic** (Full Access)
Name:	Name:
Signature:	Signature:
Organization / Official Position:	Organization / Official Position:
Mailing Address:	Mailing Address:
City, State, Zip:	City, State, Zip:
Daytime Telephone:	Daytime Telephone:
E-mail Address:	E-mail Address:

The above contacts may utilize the FDEM Grants Management System to perform the Subrecipient's responsibilities regarding the Public Assistance Grant according to their level of access. The Subrecipient is responsible for ensuring that all contacts are correct and up-to-date.

_____

Subrecipient Authorized Representative Signature

_____

Date

SYSTEMS ACCESS FORM (CONTACTS)
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
FLORIDA DIVISION OF EMERGENCY MANAGEMENT

Subrecipient: Highlands County **Date:**

Box 7: **Other** (Read Only Access)	**Box 8:** **Other** (Read Only Access)
Name	Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
Box 9: **Other** (Read Only Access)	**Box 10:** **Other** (Read Only Access)
Name	Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
Box 11: **Other** (Read Only Access)	**Box 12:** **Other** (Read Only Access)
Name	Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address

Subrecipient's Fiscal Year (FY) Start: **Month:** **Day:**

Subrecipient's Federal Employer's Identification Number (EIN) 59-6000655

Subrecipient's Grantee Cognizant Agency for Single Audit Purposes: Florida Division of Emergency Management

Subrecipient's: FIPS Number (If Known) 055-99055-00

Attachment C

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY and VOLUNTARY EXCLUSION

The Subrecipient certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not within the five-year period preceding entering into this Agreement had one or more public transactions (Federal, State, or Local) terminated for cause or default; and

3. Have not within the five-year period preceding entering into this proposal been convicted of or had a civil judgment rendered against them for:

a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or a contract under public transaction, or b) 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.

The Subrecipient understands and agrees that the language of this certification must be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, contracts under grants, loans, and cooperative agreements) and that all contractors and sub-contractors must certify and disclose accordingly.

The Subrecipient further understands and agrees that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

By: _____
Signature

Arlene Tuck, Chair
Name and Title

600 South Commerce Avenue
Street Address

Sebring, FL, 33875
City, State, Zip

_____
Date

Highlands County
Subrecipient's Name

Z4745
FDEM Contract Number

Required Contract Provisions

1. Remedies

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at $250,000 for procurements made on or after June 20, 2018,[4] must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and must provide for sanctions and penalties as appropriate.[5]

1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at $250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than $100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for *force majeure* or acts of god. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. Termination for Cause and Convenience

Contracts for more than $10,000 must address termination for cause and for convenience by the non-federal entity, including how it will be carried out and the basis for settlement.[6]

2.1 Applicability

This contract provision is required for procurements exceeding $10,000. FEMA suggests including a termination for cause and for convenience in all contracts even when not required.

[4] *See* FEMA Grant Programs Directorate Information Bulletin No. 434, Increases and Changes to the Micro-Purchase and Simplified Acquisition Thresholds (Aug. 28, 2018), https://www.fema.gov/sites/default/files/2020-08/ib_434_changes_micro_purch_simp_acquisition_thresholds.pdf. For procurements subject to 2 C.F.R. Part 200 that were made before June 20, 2018, the SAT was $150,000.
[5] 2 C.F.R. Part 200, Appendix II, § A.
[6] *See* 2 C.F.R. Part 200, Appendix II, § B.

3. Equal Employment Opportunity

Any contract that uses federal funds to pay for construction work is a "federally assisted construction contract" and must include the equal opportunity clause found in 2 C.F.R. Part 200, unless otherwise stated in 41 C.F.R. Part 60.[7]

3.1 Applicability

This contract provision is required for all procurements that meet the definition of a "federally assisted construction contract."

3.2 Key Definitions

- *Federally Assisted Construction Contract:* The regulation at 41 C.F.R. § 60-1.3 defines a *federally assisted construction contract* as "any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any federal program involving a grant, contract, loan, insurance or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work."

- *Construction Work:* The regulation at 41 C.F.R. § 60-1.3 defines *construction work* as "the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction."

- *Contract:* The regulation at 41 C.F.R. § 60-1.3 defines *contract* as "any Government contract or subcontract or any federally assisted construction contract or subcontract."

- Additional definitions pertaining to this contract provision can be found at 41 C.F.R. § 60-1.3.

3.3 Required Language

The regulation at 41 C.F.R. § 60-1.4(b) requires, except as otherwise provided or exempted in 41 C.F.R. Part 60, the insertion of the following contract clause: "During the performance of this contract, the contractor agrees as follows:

> (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual

[7] *See* 2 C.F.R. Part 200, Appendix II, § C.

orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

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

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

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

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

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

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

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other

sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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

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

4. Davis-Bacon Act

This statute requires that contractors must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in the Secretary of Labor's wage determination. Additionally, contractors are required to pay wages at least once per week.[8] Additional requirements are listed below, and relevant definitions are at 29 C.F.R. § 5.2. NFEs should refer to the applicable NOFO or other program guidance or contact their applicable FEMA grant representative for additional information on how to implement this requirement.

4.1 Applicability

When required by the federal program legislation, prime construction contracts over $2,000 awarded by NFEs must include a provision for compliance with the Davis-Bacon Act.[9]

The Davis-Bacon Act only applies to the Emergency Management Performance Grant Program,[10] Homeland Security Grant Program,[11] Nonprofit Security Grant Program,[12] Tribal Homeland Security Grant Program,[13] Port Security Grant Program,[14] Transit Security Grant Program,[15] Intercity Passenger Rail Program,[16] and Rehabilitation of High Hazard Potential Dams Program.[17] Unless otherwise stated in a program's authorizing statute, it *does not* apply to other FEMA grant and cooperative agreement programs, including the PA Program. .

[8] *See id.*; 40 U.S.C. §§ 3141-3144 and 3146-3148. The Davis-Bacon Act is supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering federally Financed and Assisted Construction)
[9] 2 C.F.R. Part 200, Appendix II, § D.
[10] *See* section 611(j)(9) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), Pub. L. No. 93-288 (codified as amended at 42 U.S.C. § 5196(j)(9)).
[11] *See* section 2008(b)(4)(B)(ii) of the Homeland Security Act of 2002, Pub. L. No. 107-296 (codified as amended at 6 U.S.C. § 609(b)(4)(B)(ii)) (citing to section 611(j)(9) of the Stafford Act).
[12] *Id.* The Davis-Bacon Act only applies to the Nonprofit Security Grant Program (NSGP) where that program is funded as a carve-out of the appropriations for the Homeland Security Grant Program (HSGP). *See, e.g.,* Department of Homeland Security Appropriations Act, 2020, Pub. L. No. 116-93, Title III, Protection, Preparedness, Response, and Recovery, Federal Emergency Management Agency, Federal Assistance §§ 1-2. *Compare id. with* section 2009 of the Homeland Security Act of 2002 (6 U.S.C. § 609a) (authorizing NSPG as a stand-alone program where the Davis-Bacon Act does not apply, but as of the date of publication of this document, NSGP has not been funded as a standalone program).
[13] *See* section 2008(b)(4)(B)(ii) of the Homeland Security Act of 2002.
[14] *See* section 102 of the Maritime Transportation Security Act of 2002 (MTSA), Pub. L. No. 107-295 (codified as amended at 46 U.S.C. § 70107); 46 U.S.C. § 70107(b)(2). While the MTSA requires that PSGP construction activities are carried out consistent with section 611(j)(8) of the Stafford Act, a subsequent amendment to the Stafford Act by section 3 of Pub. L. No. 109-308 in 2006 redesignated the text of section 611(j)(8) to 611(j)(9). The cross-reference in the MTSA has not been updated.
[15] *See* section 1406 of the Implementing Recommendations of the 9/11 Commission Act of 2007 (9/11 Act), Pub. L. No. 110-53 (6 U.S.C. § 1135) (applying the requirements of section 49 U.S.C. § 5307); 49 U.S.C. § 5333 (applying the Davis-Bacon Act to grants provided under 49 U.S.C. § 5307).
[16] *See* section 1513(h) of the 9/11 Act (6 U.S.C. § 1163(h)) (citing to 49 U.S.C. § 24312, which requires compliance with the Davis-Bacon Act).
[17] *See* section 8A(d)(2)(E) of the National Dam Safety Program Act (codified as amended at 33 U.S.C. § 467f-2(d)(2)(E)) (requiring compliance with 42 U.S.C. § 5196(j)(9), which is section 611(j)(9) of the Stafford Act that applies the Davis-Bacon Act).

4.2 Additional Requirements

If applicable, in addition to the requirements mentioned in the beginning of this section, the NFE must do the following:

- Place a copy of the Department of Labor's current prevailing wage determination in each solicitation. Contracts or subcontracts must be awarded on the condition that the prevailing wage determination is accepted. The non-federal entity must report all suspected or reported violations to the federal awarding agency.[18]

- Include a provision for compliance with the Copeland "Anti-Kickback" Act for all contracts subject to the Davis-Bacon Act.[19] *See* Required Contract Provisions, Section 5. Copeland Anti-Kickback Act in this Guide for additional information. According to 29 C.F.R. § 5.5(a)(5), the regulatory requirements for the Copeland "Anti-Kickback" Act are incorporated by reference into the required contract provision, so a separate contract provision is not necessary. However, the NFE may include a separate contract provision specific to the Copeland "Anti-Kickback" Act.

- Per Department of Labor's implementing regulations for the Davis-Bacon Act, the NFEs contractor and any subcontractors are required to insert, or incorporate by reference, the clauses contained at 29 C.F.R. § 5.5(a)(1)-(10)[20] into any subcontracts.

- Follow the other requirements of the Davis-Bacon Act and implementing regulations.[21]

4.3 Required Language[22]

If applicable per the standard described above, the NFE must include the provisions at 29 C.F.R. § 5.5(a)(1)-(10) in full into all applicable contracts, and all applicable contractors must include these provisions in full in any subcontracts.[23]

5. Copeland "Anti-Kickback" Act

The Copeland "Anti-Kickback" Act prohibits workers on construction contracts from giving up wages that they are owed.[24] Additional requirements are listed below, and relevant definitions are at 29 C.F.R. § 3.2. The applicable implementing regulations are intended to assist with enforcement of the

[18] 2 C.F.R. Part 200, Appendix II, § D.
[19] 2 C.F.R. Part 200, Appendix II, § D.
[20] 29 C.F.R. § 5.5(a)(6).
[21] 40 U.S.C. §§ 3141-3144, 3146-3148; 29 C.F.R. Part 5.
[22] 29 C.F.R. § 5.5(a).
[23] 29 C.F.R. § 5.5(a)(1), (6).
[24] *See id.*; 40 U.S.C. § 3145. The Copeland "Anti-Kickback" Act is supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States).

Davis-Bacon Act's minimum wage provisions as well as various statutes with similar minimum wage provisions for federally assisted construction.[25]

5.1 Applicability

For all prime construction contracts above $2,000, when the Davis-Bacon Act also applies,[26] NFEs must include a provision in contracts and subcontracts for compliance with the Copeland "Anti-Kickback" Act.[27] This requirement applies to all prime construction contracts above $2,000 in situations where the Davis-Bacon Act also applies.[28] In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback" Act. As described in section A.4 regarding the Davis-Bacon Act, this provision only applies to certain FEMA grant and cooperative agreement programs. Please reference that list discussed above. Of note, it does not apply to the PA Program.

5.2 Additional Requirements

If applicable, the NFE must do the following:

- Include a provision for compliance with the Copeland "Anti-Kickback" Act.[29] According to the Davis-Bacon Act implementing regulations, the requirements for the Copeland "Anti-Kickback" Act are incorporated into the required contract provision for the Davis-Bacon Act by reference.[30] Therefore, a separate contract provision is not necessary. However, the NFE may include a separate contract provision specific to the Copeland "Anti-Kickback" Act with language suggested below.

- The Copeland "Anti-Kickback Act" prohibits each contractor or subcontractor from any form of persuading a person employed in construction, completion, or repair of public work to give up any part of their rightful compensation. The NFE must report all suspected or reported violations of the Copeland "Anti-Kickback Act" to FEMA.[31]

- Each contractor and subcontractor must provide weekly reports of the wages paid during the prior week's payroll period to each employee covered by the "Copeland Anti-Kickback" Act and the Davis-Bacon Act. The reports must be delivered to a representative of a federal or state agency in charge at the building or work site by the contractor or subcontractor within seven days of the payroll period's payment date.[32]

[25] *See* 29 C.F.R. § 3.1.
[26] *See* 2 C.F.R. Part 200, Appendix II, § D; 29 C.F.R. §§ 3.1, 3.3(c).
[27] 2 C.F.R. Part 200, Appendix II, § D.
[28] *See* 2 C.F.R. Part 200, Appendix II, § D; 29 C.F.R. § 3.3(c).
[29] *See* 29 C.F.R. § 3.11.
[30] 29 C.F.R. § 5.5(a)(5).
[31] *See* 2 C.F.R. Part 200, Appendix II, § D.
[32] *See* 29 C.F.R. § 3.4.

- Follow the other requirements of the Copeland "Anti-Kickback" Act and implementing regulations.[33]

5.3 Suggested Language

The following provides a sample contract clause:

> "Compliance with the Copeland "Anti-Kickback" Act.
>
> Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.
>
> Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
>
> Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

6. Contract Work Hours and Safety Standards Act

Where applicable,[34] all contracts awarded by the NFE of more than $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with statutory requirements on work hours and safety standards.[35] Under 40 U.S.C. § 3702, each contractor must base wages for every mechanic and laborer on a standard 40-hour work week. Work over 40 hours is allowed, so long as the worker is paid at least one and a half times the base pay rate for all hours worked over 40 hours in the work week. Additionally, for construction work, under 40 U.S.C. § 3704, work surroundings and conditions for laborers and mechanics must not be unsanitary or unsafe. Relevant definitions are at 40 U.S.C. § 3701 and 29 C.F.R. § 5.2.

6.1 Applicability

This required contract provision applies to all procurements over $100,000 that involve the employment of mechanics, laborers, and construction work.[36] These requirements *do not* apply to

[33] 18 U.S.C. § 874; 40 U.S.C. § 3145; 29 C.F.R. Part 3.
[34] *See* 40 U.S.C. §§ 3701-3708.
[35] 40 U.S.C. §§ 3702, 3704. The Contract Work Hours and Safety Standards Act is supplemented by Department of Labor regulations at 29 C.F.R. Part 5. *See* 2 C.F.R. Part 200, Appendix II, § E.
[36] 41 C.F.R. Part 60-1.3.

the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.[37]

6.2 Additional Requirements

If applicable per the standard described above, the non-federal entity must include the provisions at 29 C.F.R. § 5.5(b)(1)-(4), verbatim, into all applicable contracts, and all applicable contractors must include these provisions, in full, into any subcontracts.[38]

In addition to the required language from 29 C.F.R. § 5.5(b)(1)-(4), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any other statutes cited in 29 C.F.R. § 5.1, the NFE must also insert a clause meeting the requirements of 29 C.F.R. § 5.5(c). Specific language is not required, but FEMA has provided suggested language below.

6.3 Required Language

For the required contract provision, the language from 29 C.F.R. § 5.5(b)(1)-(4) is provided here for ease of reference:

> "Compliance with the Contract Work Hours and Safety Standards Act.
>
> (1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
>
> (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
>
> (3) *Withholding for unpaid wages and liquidated damages.* The (insert name of grant recipient or subrecipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other

[37] 2 C.F.R. Part 200, Appendix II, § E.
[38] 29 C.F.R. § 5.5(b)(1), (4).

federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section."

6.4 Suggested Language

For contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1 where an additional contract provision is required, FEMA suggests including the following language:

"Further Compliance with the Contract Work Hours and Safety Standards Act.

(1) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job."

7. Rights to Inventions Made Under a Contract or Agreement

This contract provision outlines the rules governing the ownership of inventions created using federal funds. If the FEMA award meets the definition of funding agreement[39] and the NFE enters into any contract involving substitution of parties, assignment or performance of experimental, developmental, or research work under that funding agreement, then the NFE must comply with the requirements of 37 C.F.R. Part 401 and any implementing regulations issued by FEMA.

[39] Funding agreement definition found under 37 C.F.R. § 401.2(a).

7.1 Applicability

This provision *does not* apply to all FEMA grant and cooperative agreement programs. NFEs should refer to applicable NOFO or other program guidance or contact their applicable FEMA grant representative to determine if this provision is required for the procurement. However, the Rights to Inventions Made Under a Contract or Agreement clause is not required for procurements under FEMA's PA Program.

7.2 Key Definitions

Funding Agreements: The regulation at 37 C.F.R. § 401.2(a) defines *funding agreement* as "any contract, grant, or cooperative agreement entered into between any federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph."

8. Clean Air Act and Federal Water Pollution Control Act

For contracts over $150,000, contracts must contain a provision requiring contractors to comply with the Clean Air Act[40] and the Federal Water Pollution Control Act.[41] Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency (EPA).[42]

8.1 Applicability

This contract provision is required for all procurements over $150,000.

8.2 Suggested Language

The following provides a sample contract clause:

"Clean Air Act"

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*

The contractor agrees to report each violation to the (insert name of non-federal entity entering into the contract) and understands and agrees that the (insert name of the non-federal entity entering into the contract) will, in turn, report each violation as required to

[40] 42 U.S.C. §§ 7401-7671q. This also includes all applicable standards, orders, or regulations issued pursuant to the Clean Air Act.
[41] 33 U.S.C. §§ 1251-1387, as amended.
[42] 2 C.F.R. Part 200, Appendix II, § G.

assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

"Federal Water Pollution Control Act"

The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*

The contractor agrees to report each violation to the (**insert name of the non-federal entity entering into the contract**) and understands and agrees that the (**insert name of the non-federal entity entering into the contract**) will, in turn, report each violation as required to assure notification to the (**insert name of the pass-through entity, if applicable**), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA."

9. Debarment and Suspension

NFEs contractors and subcontractors are subject to debarment and suspension regulations.[43] Applicable contracts and subcontracts must include a provision requiring compliance with debarment and suspension regulations.[44]

9.1 Applicability

The debarment and suspension clause is required for all contracts and subcontracts for $25,000 or more, all contracts that require the consent of an official of a federal agency, and all contracts for federally required audit services.[45]

NFEs, even for procurements under $25,000, must also comply with the regulation requiring non-state entities to only award contracts to responsible vendors.[46]

[43] 2 C.F.R. Part 180 (implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989)); 2 C.F.R. Part 3000 (Department of Homeland Security regulations for Nonprocurement Debarment and Suspension, implementing 2 C.F.R. Part 180).
[44] 2 C.F.R. § 180; 2 C.F.R. Part 200, Appendix II, § H; 2 C.F.R. § 3000.332.
[45] 2 C.F.R. § 180.220(b); 2 C.F.R. § 3000.220.
[46] 2 C.F.R. § 200.318(h). For contracts and subcontracts under $25,000, a contract provision is only required if those contracts or subcontracts are for federally required audit services or require the consent of a federal agency. However, even where a contract provision is not required, non-state entities must still ensure they are only awarding contracts to responsible vendors.

9.2 Additional Requirements

The debarment and suspension regulations restrict awards, subawards, contracts, and subcontracts with parties that are debarred, suspended, or otherwise excluded, or declared ineligible for participation in federal assistance programs and activities.[47]

If applicable, a contract or subcontract must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM). SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties that are debarred, suspended, or otherwise excluded, or declared ineligible under statutory or regulatory authority other than Executive Order 12549.[48] SAM Exclusions can be accessed at www.sam.gov.[49]

In general, an "excluded" party cannot receive a federal grant award or a contract considered to be a "covered transaction," which includes parties that receive federal funding indirectly such as subawards and subcontracts. The key to the exclusion is whether there is a covered transaction. A covered transaction is a nonprocurement transaction at either a primary or secondary tier.[50]

Specifically, a covered transaction includes the following contracts for goods or services under FEMA grant and cooperative agreement programs:

- The contract is at least $25,000.
- The contract requires the approval of FEMA, regardless of amount.
- The contract is for federally required audit services.
- It is a subcontract for $25,000 or more.[51]

9.3 Suggested Language

The following provides a debarment and suspension clause. It also incorporates an optional method of verifying that contractors are not excluded or disqualified[52]:

[47] *See* 2 C.F.R. Part 200, Appendix II, § H; 2 C.F.R. § 200.213. *See also* 2 C.F.R. Parts 180, 3000.
[48] *See* 2 C.F.R. Part 200, Appendix II, § H.
[49] 2 C.F.R. § 180.530.
[50] The regulations at 2 C.F.R. Parts 180 and 3000 are titled "nonprocurement" because they do not apply to procurements by the federal government but rather to federal financial assistance. There are separate debarment and suspension regulations covering procurements by the federal government. However, although the term "covered transactions" under 2 C.F.R. Parts 180 and 3000 *does not* include contracts awarded by the federal government, it *does* include some contracts awarded by recipients and subrecipients.
[51] *See* 2 C.F.R. §§ 180.220, 3000.220.
[52] Per 2 C.F.R. § 180.300, non-federal entity about to enter into an applicable contract, or a contractor about to entire into an applicable subcontract, must verify that the contractor or subcontractor is not excluded or disqualified by doing one of three things: 1) check SAM Exclusions; 2) collect a certification from the contractor or subcontractor; or 3) add a clause or condition to the contract or subcontract. The additional suggested language in this sample clause is for purposes of this requirement.

"Suspension and Debarment

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

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

This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

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

10. Byrd Anti-Lobbying Amendment

NFEs who intend to award contracts of more than $100,000, and their contractors who intend to award subcontracts of more than $100,000, must include a contract provision prohibiting the use of federal appropriated funds to influence officers or employees of the federal government. Contractors that apply or bid for a contract for more than $100,000 must also file the required certification regarding lobbying.[53]

Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an employee of a federal agency, a Member of Congress, an employee of Congress, or an employee of a Member of Congress in connection with receiving any federal contract, grant, or other award covered by 31 U.S.C. § 1352.

[53] *See* 2 C.F.R. Part 200, Appendix II, § I (citing 31 U.S.C. § 1352); 44 C.F.R. § 18.110.

The required certification form is found in FEMA regulations.[54] Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal funding. These disclosures are forwarded from tier to tier, all the way up to the federal awarding agency.[55]

10.1 Applicability

The Byrd Anti-Lobbying Amendment clause and certification are required for contracts of more than $100,000, and for subcontracts of more than $100,000.

10.2 Suggested Language

The following provides a sample contract clause:

> "Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)
>
> > Contractors who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency."

10.3 Required Certification

10.3.1 REQUIRED CERTIFICATION LANGUAGE

If applicable, contractors must sign and submit the following certification to the NFE with each bid or offer exceeding $100,000:

> "APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
>
> Certification for Contracts, Grants, Loans, and Cooperative Agreements
>
> The undersigned certifies, to the best of his or her knowledge and belief, that:
>
> > No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee

[54] *See* 44 C.F.R. §§ 18.100, 18.110; 44 C.F.R. Part 18, Appendix A. FEMA's regulations at 44 C.F.R. Part 18 implement the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352.
[55] *See* 44 C.F.R. §§ 18.100, 18.110; 44 C.F.R. Part 18, Appendix B. The specific form for disclosures is referenced in Appendix B to 44 C.F.R. Part 18 and is SF-LLL, also available at https://www.grants.gov/web/grants/forms/sf-424-family.html.

of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

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

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

10.3.2 RECOMMENDED SIGNATURE LINE:

At the end of the certification language, FEMA recommends including the following signature line.

"The Contractor,_____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date"

11. Procurement of Recovered Materials

An NFE that is a state agency or an agency of a political subdivision of a state, and the NFE's contractors must comply with Section 6002 of the Solid Waste Disposal Act.[56] Applicable NFEs must include a contract provision requiring compliance with this requirement.[57] This includes contracts awarded by a state agency or political subdivision of a state and its contractors for certain items, as designated by the EPA, with a purchase price greater than $10,000.[58] Indian Tribal Governments and nonprofit organizations are not required to comply with this provision. Additional requirements are listed below.

11.1 Applicability

This required contract provision applies to all procurements over $10,000 made by a state agency or an agency of a political subdivision of a state and its contractors.

11.2 Additional Requirements

The requirements include:

- Procuring only items designated in EPA guidelines[59] that contain the highest practical percentage of recovered materials consistent with maintaining competition, where the purchase price of the item is greater than $10,000, or the value of the amount of items purchased in the preceding fiscal year was greater than $10,000;
- Procuring solid waste management services in a way that maximizes energy and resource recovery; and
- Establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.[60]

11.3 Suggested Language

The following provides a sample contract clause:

> "In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

[56] Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). 2 C.F.R. § 200.323.
[57] *See* 2 C.F.R. Part 200, Appendix II, § J (citing 2 C.F.R. § 200.323).
[58] *See* 2 C.F.R. Part 200, Appendix II, § J; 2 C.F.R. § 200.323; 40 C.F.R. Part 247.
[59] 40 C.F.R. Part 247.
[60] 42 U.S.C. § 6962; 2 C.F.R. § 200.323.

Competitively within a timeframe providing forcompliance with the contract performance schedule;

Meeting contract performance requirements; or

At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. Prohibition on Contracting for Covered Telecommunications Equipment or Services

Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, *may not* obligate or expend any FEMA award funds to:

a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or

c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

12.1 Applicability

For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients, and their contractors and subcontractors, are required to include this contract provision in all FEMA-funded contracts and subcontracts, including any purchase orders.[61] FEMA strongly encourages the use of this contract clause for any contracts where

[61] 2 C.F.R. Part 200, Appendix II, § K (citing 2 C.F.R. § 200.216).

FEMA funding will be used regardless of whether the funding is from FEMA declarations or awards issued on or after November 12, 2020.

12.2 Suggested Language

The following provides a sample contract clause:

"Prohibition on Contracting for Covered Telecommunications Equipment or Services

(a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) *Prohibitions.*

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

(1) This clause does not prohibit contractors from providing—
(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

i. Are *not used* as a substantial or essential component of any system; *and*

ii. Are *not used* as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

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

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments."

13. Domestic Preferences for Procurements

As appropriate, and to the extent consistent with law, NFEs should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.[62]

13.1 Applicability

For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.[63]

13.2 Suggested Language

The following provides a sample contract clause:

> "Domestic Preference for Procurements
>
> As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.
>
> For purposes of this clause:
>
> *Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
>
> *Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

[62] *See* 2 C.F.R. § 200.322.
[63] 2 C.F.R. Part 200, Appendix II, § L (citing 2 C.F.R. § 200.322). The requirements of 2 C.F.R. § 200.322 must also be included in all subawards.

Attachment E
Certification Regarding Lobbying

APPENDIX A, 44 CFR PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

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

The Subrecipient or contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of Subrecipient/contractor's Authorized Official

_____
Name and Title of Subrecipient/contractor's Authorized Official

_____
Date

ATTACHMENT F
FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information.

Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

Name of entity is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign County of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature:

Date:

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **January 7, 2025**

PRESENTER: **Gail T. Werley, Children's Advocacy Center Manager**

SUBJECT/TITLE: **Request adoption of Resolution 24-25-044 for Budget Amendment 24-25-026 to set up Project 24030, a grant from the Victim of Crime Act (VOCA) to the Highlands County Children's Advocacy Center.**

STATEMENT OF ISSUE

VOCA has allocated $10,000 in grant dollars to the Highlands County Children's Advocacy Center to be used for cost reimbursement of salaries and fringe benefits for the CAC Mental Health Therapists to provide mental health services to clients of the CAC.

RECOMMENDED ACTION

Move to adopt Resolution 24-25-044 for Budget Amendment 24-25-026 to set up Project 24030, a grant from the Victim of Crime Act (VOCA) to the Highlands County Children's Advocacy Center.

FISCAL IMPACT

The fiscal impact is an increase to Fund 005 (General) in the amount of $10,000 and will be appropriated to Cost Center 3995 (Children's Advocacy Center), Project 24030 (VOCA) to be used for cost reimbursement of CAC Mental Health Therapists salaries and fringe benefits to provide mental health services to CAC clients and their non-offending families.

Attachments: 24-25-026R Project 24030 VOCA 24-25 CAC Resolution.pdf
Attachments: 24-25-026 Project 24030 VOCA 24-25 CAC BA.pdf

RESOLUTION NO. 24-25-044

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 24-25-026 TO THE GENERAL FUND; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF BUDGET AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

SECTION 2. **Approval of Budget Amendment.** Budget Amendment 24-25-026 is hereby approved and authorized to appropriate VOCA Grant awarded funding for the CAC for Mental Health Therapists' salaries and benefits to Project #24030 for FY24-25. The net fiscal impact is an increase in the amount of $10,000.00.

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

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

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

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

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

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

PASSED AND ADOPTED this 7th day of January, 2025.

HIGHLANDS COUNTY, FLORIDA

By:_____
Arlene Tuck, Chairperson

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

REVIEWED
O.M.B DEPARTMENT
December 6, 2024
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **12/5/2024** SUBMITTED BY: **Gail T. Werley**

FUND(S): **005** FUND TITLE(S): **General** COST CENTER(S) #: **3995**

PROJECT(S) #: **24030** PROJECT TITLE(S): **VOCA 24-25 (CAC)** COST CENTER TITLE(S): **Children's Advocacy Center**
*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	005		3312211Z	VOCA Grant	24030	0.00	10,000.00		10,000.00
E	005	3995	51200Z	Project Regular Salaries	24030	0.00	8,468.00		8,468.00
E	005	3995	52100Z	Project FICA Taxes	24030	0.00	545.00		545.00
E	005	3995	52200Z	Project Retirement Contributions	24030	0.00	975.00		975.00
E	005	3995	52400Z	Project Workers' Comp	24030	0.00	12.00		12.00

REASON: **To set up FY24-25 CAC allocation of VOCA funds to pay for 75% of CAC Mental Health Therapists salaries.**

OFFICE USE ONLY

OMB RECOMMENDATION:

_____ Approval

_____ Denial

REQUEST # **24-25-026**

ACTION:
Board _____ Approved _____ Denied
County Administrator _____ Approved _____ Denied

SIGNATURE: _____

DATE: ____/____/____

TRANSFER TYPE:

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

Signature: _____ Posted by Clerk: _____

Form Revised 08/05/2020

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **January 7, 2025**

PRESENTER: **Gail T. Werley, Children's Advocacy Center Manager**

SUBJECT/TITLE: **Request approval of the amended contract from the Florida Network of Children's Advocacy Centers (FNCAC) for VOCA-Bridge the GAP funding for cost reimbursement of CAC and Child Protection Team (CPT) services to child victims and their non-offending caregivers.**

STATEMENT OF ISSUE

Grant funds are awarded to Advocacy Centers statewide by the Florida Network of Children's Advocacy Centers (FNCAC). The amount of funding for FY 24-25 is determined by both the number of children served at the Children's Advocacy Center in Highlands County and the loss of Victims of Crime Act (VOCA) funding over the past three fiscal years. The funds are disbursed by the FNCAC to be used for Children's Advocacy Centers for direct services provided to child victims and their non-offending caregivers, to include salary reimbursement, office and operating supplies, and training and education. FNCAC initially awarded the CAC $4,266.55, but were waiting for the FY 24-25 VOCA grant numbers to be reported before determining the final amount of dollars to be distributed. Action is now needed to accept the amended contract and receive the increased revenue into the CAC budget for FY 24-25. Funds must be spent prior to June 30, 2025.

RECOMMENDED ACTION

Move to approve the amended contract from the Florida Network of Children's Advocacy Centers for VOCA-Bridge the GAP funding for cost reimbursement of CAC and Child Protection Team (CPT) services to child victims and their non-offending caregivers.

FISCAL IMPACT

The fiscal impact is an increase of $53,719.83 to the General Fund (005), Cost Center 3995 (Children's Advocacy Center), Project 23109 (FNCAC VOCA-BTG).

Attachments: Highlands FNCAC-BTG Contract Amendment 1 12.06.24.pdf

AMENDMENT
FLORIDA NETWORK OF CHILDREN'S ADVOCACY CENTERS
STANDARD CONTRACT

THIS AMENDMENT is entered between the Florida Network of Children's Advocacy Centers, Inc., hereafter referred to as the Network, and Highlands County, a Political Subdivision of the State of Florida, herein referred to as the Provider.

In accordance with the terms of Section III B. of the Standard Contract (dated August 26, 2024), regarding modification of the Contract, it is mutually agreed that it is in the best interest of the parties that the Contract be modified to reflect a one-time increase of $53,719.83 for Children's Advocacy Center Subcontracted Services in the amount of the Awards provided in the Contract. It is the desire of the parties to make the following changes to the Contract to accommodate this need.

1. This Amendment applies to Section II A. FNCAC Agrees is modified to read:

A. Subcontract Amount
To pay for Subcontracted services according to the conditions of Attachment I up to a maximum amount not to exceed $57,986.38 for Children's Advocacy Subcontracted Services subject to the availability of funds. The Network and State of Florida's performance and obligation to pay under this subcontract is contingent upon an annual appropriation by the Legislature. The costs of services paid under any other contract or from any other source are not eligible for reimbursement under this subcontract.

2. This Amendment will also modify the Fund Amounts in Exhibit – 1 to the Contract to reflect the one-time increase as follows:

TOTAL STATE FINANCIAL ASSISTANCE AWARDED PURSUANT TO SECTION 215.97, F.S.: $57,986.38

IN WITNESS THEREOF, the parties hereto have caused this Amendment to be executed by their undersigned officials as duly authorized.

PROVIDER: HIGHLANDS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

SIGNED BY: _____

NAME: Arlene Tuck

TITLE: Chair **DATE:** _____

Florida Network of Children's Advocacy Centers

SIGNED BY: _____

NAME: LUZED CRUZ

TITLE: EXECUTIVE DIRECTOR **DATE:** _____

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **Jan 7, 2024**

PRESENTER: **Dustin Fitch, Deputy Fire Chief**

SUBJECT/TITLE: **Request for adoption of Resolution 24-25-043 for Revised Budget Amendment 24-25-025 to appropriate additional funds and purchase 18 new Lifepaks and Narcan from the Opioid Settlement Funds Project #23053.**

STATEMENT OF ISSUE

On December 17, 2024, this agenda item was brought to the Board and approved. However, after the fact, it was determined that the budget amendment was out of balance. Revised Budget Amendment 24-25-025 will appropriate additional funds in the amount of $508,500.00 to Project 23053 Opioid Settlement Funds and then transfer $708,115.00 from Project 23053 to new Project 24031 EMS Lifepak Replacements for the purchase 18 new LP35 Lifepaks and Narcan with the trade-in of 13 LP15 Lifepaks for a credit of $104,000.00 as well as a loyalty program discount in the amount of $80,000.00 for a total trade-in value of $184,000.00.

RECOMMENDED ACTION

Move to adopt Resolution 24-25-043 for Revised Budget Amendment 24-25-025 to appropriate additional funds and purchase 18 new Lifepaks and Narcan from the Opioid Settlement Funds Project #23053.

FISCAL IMPACT

Fiscal impact will be an increase to Fund 005 (General) in the amount of $508,500.00 to Project 23053 which, along with $137,042.00 that is already budgeted in this project, will be transferred to Project 24031. The total amount of $708,115.00 is being appropriated in Cost Center 5105, Accounts 56400Z Project Equipment and 55200Z Project Operating Supplies in the amounts of $704,815.00 and $3,300.00, respectively for the purchase of 18 new LP35 Lifepaks and Narcan.

Attachments: 24-25-025 Xfer Fds from Proj 23053 Opioid Settlement Fds to Proj 24031 Lifepak Replacements v2.pdf
Attachments: 24-25-025R Xfer Fds from Proj 23053 Opioid Settlement Fds to Proj 24031 Lifepak Replacements.pdf

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: **12/19/2024** SUBMITTED BY: **R Taylor**

FUND(S): **005** FUND TITLE(S): **General** COST CENTER(S) #: **5105**

PROJECT(S) #: **23053, 24031** PROJECT TITLE(S): **Opiod Settlement Funds; EMS Lifepak Replacements** COST CENTER TITLE(S): **Emergency Medical Services/HCFR**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	005		3469000Z	Other Human Svcs Chg Svc	23053	62,573.00	508,500.00		571,073.00
E	005	5105	53442Z	Substance Abuse Treatment Proj	23053	199,615.00	508,500.00		708,115.00
R	005		3469000Z	Other Human Svcs Chg Svc	23053	571,073.00		571,073.00	0.00
R	005		3999100Z	Project Fund Balance Forward	23053	137,042.00		137,042.00	0.00
E	005	5105	53442Z	Substance Abuse Treatment Proj	23053	708,115.00		708,115.00	0.00
R	005		3469000Z	Other Human Svcs Chg Svc	24031	0.00	708,115.00		708,115.00
E	005	5105	56400Z	Project Equipment	24031	0.00	704,815.00		704,815.00
E	005	5105	55200Z	Project Operating Supplies	24031	0.00	3,300.00		3,300.00

REASON: **To transfer funds from Project 23053 to new Project 24031 for the approved purchases of 18 Lifepak LP35 and Narcan.**

OFFICE USE ONLY

OMB RECOMMENDATION:

____ Approval

____ Denial

REQUEST # **24-25-025**

ACTION:

Board ____ Approved ____ Denied

County Administrator ____ Approved ____ Denied

SIGNATURE: ____

DATE: ____ / ____ / ____

TRANSFER TYPE:

____ ITEM TO ITEM

____ RESERVE

XX BY RESOLUTION

____ SUPPLEMENTAL BUDGET

Signature: ____

Posted by Clerk: ____

Form Revised 08/05/2020

RESOLUTION NO. 24-25-043

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA PERTAINING TO BUDGET AMENDMENT 24-25-025 TO THE GENERAL FUND; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF BUDGET AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

SECTION 2. **Approval of Budget Amendment.** Budget Amendment 24-25-025 is hereby approved and authorized to appropriate funding in the amount of $708,115.00 for Project #24031 to provide funds needed to purchase EMS Lifepaks and Narcan meds.

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

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

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

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

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

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

PASSED AND ADOPTED this 7th day of January, 2025.

HIGHLANDS COUNTY, FLORIDA

By:_____
Arlene Tuck, Chairwoman

ATTEST:

_____
Jerome Kaszubowski, Clerk of Court

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **January 7, 2025**

PRESENTER: **Dustin Fitch, Deputy Chief**

SUBJECT/TITLE: **Request acceptance of the State of Florida Department of Financial Services Agreement No. FM980**

STATEMENT OF ISSUE

The State of Florida Department of Financial Services Agreement NO FM980 is to collect funds that were approved on the November 7, 2024 with Budget Amendment 24-25-016 and Resolution 24-25-26 in the amount of $26,745.10.

RECOMMENDED ACTION

Move to accept the State of Florida Department of Financial Services Agreement No. FM980

FISCAL IMPACT

Fiscal impact is $26,745.10 to Cost Center 181, Fund 3217, Project 24024, Account #55200Z.

Attachments: FM980_-_Highlands_Agreement_-_For_Signature (2025.01.02).pdf

GRANT AGREEMENT NO. FM980
BETWEEN
DEPARTMENT OF FINANCIAL SERVICES
AND
HIGHLANDS COUNTY

THIS GRANT AGREEMENT (Agreement) is made and entered into by and between the Department of Financial Services (Department), an agency of the State of Florida (State), and Highlands County (Grantee), and is effective as of the date last signed. The Department and the Grantee are referred to herein individually as a "Party" or collectively as the "Parties."

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, the Florida Legislature created the Firefighter Assistance Grant Program within the Division of State Fire Marshal (Division) to improve the emergency response capability of volunteer fire departments and combination fire departments by providing financial assistance to improve firefighter safety and enable such fire departments to provide firefighting, emergency medical, and rescue services to their communities;

WHEREAS, the Division is to administer the program and annually award grants to volunteer fire departments and combination fire departments using the annual Florida Fire Service Needs Assessment Survey;

WHEREAS, the purpose of such grants is to provide funding to fire departments to provide volunteer firefighter training and procure necessary firefighter personal protective clothing and equipment (PPE), self-contained breathing apparatus equipment, and fire engine pumper apparatus equipment;

WHEREAS, the Florida Legislature has appropriated funds in Line 2478 of the General Appropriations Act for the 2024-2025 State fiscal year to the Department to implement section 633.135, Florida Statutes (F.S.), for the specific purposes stated therein, and the Department has the authority to grant these funds to the Grantee upon the terms and conditions set forth herein and in Rule 69A-37.502, *Florida Administrative Code* (F.A.C.); and

WHEREAS, the Grantee represents that it is fully qualified and eligible to receive these grant funds and will use them for the purposes identified herein.

NOW, THEREFORE, the Department and the Grantee do mutually agree as follows**:**

1. **Performance Requirements:**
   In accordance with Line 2478 of the General Appropriations Act for the 2024-2025 State fiscal year, the Grantee shall perform the tasks specified herein in accordance with the terms and conditions of this Agreement, including its attachments, addenda, and exhibits, which are incorporated by reference herein. The performance requirements are more specifically described in Attachment 1, Statement of Work (SOW). The definitions of terms and acronyms in the SOW will apply herein, unless otherwise defined in this Agreement.

2. **Compliance with Laws, Rules, Regulations, and Policies:**
   The Grantee shall comply with the applicable state and federal laws, rules, regulations, and policies including, but not limited to, those identified in this Agreement.

3. **Performance Period:**
The term of this Agreement begins on the date the Agreement is last signed (effective date) and ends on the last day of the state's fiscal year in which the grant was awarded. The Department shall not be obligated to pay for costs incurred by the Grantee related to this Agreement prior to this Agreement's effective date or after its ending date. The term of this Agreement may not be extended or renewed.

4. **Payment and Funding Considerations:**

4.1. Funding: This Agreement is an advancement-based agreement, pending approval, not to exceed the amount of funds stated in Attachment 1, SOW. Such funds shall be paid by the Department in consideration for the Grantee's performance of the requirements as set forth by the terms and conditions of this Agreement. Pursuant to section 287.0582, F.S., for any agreement binding the State or the Department for a period in excess of one State fiscal year, the State's and the Department's performance and obligation to pay under that agreement are contingent upon an annual appropriation by the Legislature.

4.2. Payment Process: Subject to the terms and conditions established by this Agreement, the pricing method per deliverable established in the SOW, and the billing procedures established by the Department, the Department agrees to pay the Grantee in accordance with section 215.422, F.S., for its performance under this Agreement, as described in the SOW. The applicable interest rate can be obtained at: https://myfloridacfo.com/division/aa/vendors.

4.3. Grantee Rights: A Vendor Ombudsman has been established within the Department. The duties of the Vendor Ombudsman include acting as an advocate for grantees who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be reached at (850) 413-5516.

4.4. Taxes: The Department is exempted from the payment of State sales and use tax and Federal Excise Tax. Unless otherwise provided by law, the Grantee shall not be exempt from paying State sales and use tax to the appropriate governmental agencies, nor shall the Grantee be exempted from paying its suppliers for any taxes on materials used to fulfill its contractual obligations under this Agreement. The Grantee shall not use the Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement. The Grantee shall provide the Department its taxpayer identification number upon request.

4.5. Invoicing and Acceptance: All charges for performance under this Agreement or for reimbursement of expenses authorized by the Department shall be submitted to the Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee must submit invoices in accordance with the time requirements specified in the SOW. The Department will reimburse the Grantee for the performance required by the Agreement and any authorized expenses only upon the timely and satisfactory completion of the applicable performance and compliance requirements of the SOW. Payment for the deliverables is conditioned upon written acceptance by the Department's designated contract manager (Contract Manager) identified in Section 34, below. If the Department determines that circumstances warrant, the Department may accept partial performance and make partial payments for partial performance.

5. **Expenditures:** All expenditures must be in compliance with the laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to the State's Reference Guide for State Expenditures. The Grantee shall submit invoices for performance or expenses in accordance with the requirements of this reference guide, which can be obtained at: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2.

The Grantee may not spend funds received under this Agreement for the purposes of lobbying the Florida legislature, the judicial branch, or a State agency.

6. **Governing Laws of the State:**

6.1. Governing Law: The Grantee agrees that this Agreement is entered into in the State, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State. Each Party shall perform its obligations herein in accordance with the terms and conditions of this Agreement. Without limiting the provisions of Section 28, Dispute Resolution, the exclusive venue of any legal or equitable action that arises out of or relates to this Agreement shall be the appropriate State court in Leon County, Florida; in any such action, the Parties waive any right to jury trial.

6.2. Ethics: The Grantee shall comply with the requirements of sections 11.062 and 216.347, F.S. The Grantee shall not, in connection with this or any other agreement with the State, directly or indirectly: (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or State employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or State employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Department's Inspector General, or other authorized State official, the Grantee shall provide any type of information the Inspector General deems relevant to the Grantee's integrity or responsibility. Such information may include, but shall not be limited to, the Grantee's business or financial records, documents, or files of any type or form that refer to or relate to this Agreement. The Grantee shall retain such records in accordance with the record retention requirements of Part V of Attachment 2, Audit Requirements for Awards of State and Federal Financial Assistance. Only the provisions applicable to State funding in Attachment 2, Audit Requirements for Awards of State and Federal Financial Assistance, are applicable to this grant.

6.3. Employment Eligibility Verification: N/A

6.4. Advertising: Subject to chapter 119, F.S., the Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from the Department, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying the Department or the State as a reference, or otherwise linking the Grantee's name and either a description of this Agreement or the name of the Department or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual authorized distributors, dealers, resellers, or service representatives.

6.5. Sponsorship: As required by section 286.25, F.S., if the Grantee is a nongovernmental organization which sponsors a program that is financed wholly or in part by State funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Financial Services." If the sponsorship reference is in written material, the words "State of Florida, Department of Financial Services" shall appear in the same size letters or type as the name of the Grantee.

7. **Mandatory Disclosure Requirements:**

7.1. Conflict of Interest: This Agreement is subject to chapter 112, F.S. The Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. The Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in the Grantee or its affiliates.

7.2. Convicted Vendor List: The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.133(1)(a), F.S., are placed on the convicted vendor list. Pursuant to section 287.133(2)(a), F.S.: "A person or affiliate who has

been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

7.3. Discriminatory Vendor List: The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.134(1)(a), F.S., are placed on the discriminatory vendor list. Pursuant to section 287.134(2)(a), F.S.: "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."

7.4. Continuing Duty of Disclosure of Legal Proceedings: N/A

7.5. Antitrust Violator Vendor List: The Grantee has a continuous duty to disclose to the Department if the Grantee or any of its affiliates, as defined by section 287.137(1)(a), F.S., are placed on the antitrust violator vendor list. Pursuant to section 287.137(2)(a), F.S.: "A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity."

7.6. Department Inspection of Records: Pursuant to section 216.1366, F.S., the Grantee shall permit the Department to inspect the Grantee's financial records, papers, and documents that are directly related to the performance of the Agreement or the expenditure of state funds and the Contractor's programmatic records, papers, and documents which the Department determines are necessary to monitor the performance of the Agreement or to ensure that the terms of the Agreement are being met. The Contractor shall provide such records, papers, and documents to the Department's Contract Manager within 10 business days after a request is made to the Contractor.

7.7. Foreign Gifts and Contracts: The Grantee shall comply with any applicable disclosure requirements in section 286.101, F.S. Pursuant to section 286.101(7), F.S.: "In addition to any fine assessed under [section 286.101(7)(a)], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause."

8. Funding Requirements of Section 215.971(1), F.S.:

8.1. The Grantee shall perform all tasks contained in the SOW.

8.2. Receipt by the Grantee of the Department's written acceptance of the units of deliverables specified herein is a condition precedent to payment under this Agreement and is contingent upon the Grantee's compliance with the specified performance measure (i.e., each deliverable must satisfy at least the minimum acceptable level of service specified in the SOW and the Department

shall apply the applicable criteria stated in the SOW to determine satisfactory completion of each deliverable).

8.3. If the Grantee fails to meet the minimum level of service specified in the SOW, the Department shall apply the financial consequences for such failure as specified herein.

8.4. The Grantee may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the term of this Agreement.

8.5. The Grantee shall refund to the Department any balance of unobligated funds that was advanced or paid to the Grantee.

8.6. The Grantee shall refund to the Department all funds paid in excess of the amount to which the Grantee is entitled under the terms and conditions of this Agreement.

9. Advance Payments: If authorized by sections 215.422(15) or 216.181(16), F.S., and approved in writing by the Department, the Grantee may be provided an advance as part of this Agreement.

10. Final Invoice: The Grantee shall submit its final invoice to the Department no later than thirty (30) calendar days after the Agreement ends or, in the case of termination, when this Agreement is terminated. If the Grantee fails to do so, the Department may, at its sole discretion, refuse to honor any request submitted by the Grantee after this time period and may consider the Grantee to have forfeited any and all rights to payment under this Agreement.

11. Return or Recoupment of Funds:

11.1. If the Grantee or its independent auditor, if applicable, discovers that an overpayment has been made, the Grantee shall repay said overpayment within forty (40) calendar days of notification of discovery without prior notification from the Department. If the Department first discovers an overpayment has been made, the Department will notify the Grantee in writing. Should repayment not be made in a timely manner, the Department shall be entitled to charge interest at the lawful rate of interest on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. A check for the amount due should be sent to the Department's Contract Manager and made payable to the "Department of Financial Services."

11.2. Notwithstanding the damages limitations of Section 29, Indemnification, if the Grantee's non-compliance with any provision of this Agreement results in additional costs or monetary loss to the Department or the State, the Department may recoup the costs or losses from monies owed to the Grantee under this Agreement or any other Agreement between the Grantee and any State entity. If additional costs or losses are discovered when no monies are available under this Agreement or any other Agreement between the Grantee and any State entity, the Grantee shall repay such costs or losses to the Department within thirty (30) calendar days of the date of discovery or notification, unless the Department agrees, in writing, to an alternative timeframe.

12. Audits and Records:

12.1. Representatives of the Department, including, but not limited to, the State's Chief Financial Officer or the State's Auditor General, or representatives of the federal government shall have access to any of the Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

12.2. The Grantee shall maintain books, records, and documents in accordance with the generally accepted accounting principles to sufficiently and properly reflect all expenditures of funds provided by the Department under this Agreement.

12.3. The Grantee shall comply with all applicable requirements of section 215.97, F.S., and Attachment 2, Audit Requirements for Awards of State and Federal Financial Assistance. If the Grantee is required to undergo an audit, the Grantee shall disclose all related-party transactions to the auditor.

12.4. The Grantee shall retain all the Grantee records, financial records, supporting documents, statistical records, and any other documents, including electronic storage media, pertinent to this Agreement in accordance with the record retention requirements of Part V of Attachment 2, Audit Requirements for Awards of State and Federal Financial Assistance, or the period required by the General Records Schedule maintained by the Florida Department of State (available at: https://dos.myflorida.com/media/703328/gs1-sl-2020.pdf),
whichever is longer. The Grantee shall cooperate with the Department to facilitate the duplication and transfer of such records or documents upon the Department's request. If the Grantee is required to comply with section 119.0701, F.S., then compliance with the retention of records in accordance with section 119.0701(2)(b)4., F.S., will fulfill the above stated requirement. If the Grantee's record retention requirements terminate prior to the requirements stated herein, the Grantee may meet the Department's record retention requirements for the Agreement by transferring its records to the Department at that time, and by destroying duplicate records in accordance with section 501.171, F.S., and, if applicable, section 119.0701, F.S. The Grantee shall adhere to established information destruction standards such as those established by the National Institute of Standards and Technology Special Publication 800-88, "Guidelines for Media Sanitization" (2014) (available at: https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf).

12.5. The Grantee shall include the aforementioned audit and record-keeping requirements in all approved subgrantee agreements and assignments.

12.6. The Grantee agrees to reimburse the State for the reasonable costs of investigation incurred by the Department's Inspector General or other authorized state official for investigations of the Grantee's compliance with the terms of this Agreement or any other agreement between the Grantee and the State which results in the suspension or debarment of the Grantee. Such costs include, but they are not limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Grantee shall not be responsible for any costs of investigations that do not result in the Grantee's suspension or debarment.

12.7. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. The Grantee shall comply with this duty and ensure that its contracts issued under this Agreement, if any, impose this requirement, in writing, on its contractors.

13. Public Records: The Grantee shall comply with the applicable requirements of Addendum A, Public Records Requirements, which is incorporated by reference herein. All references to "Contractor" within Addendum A shall refer to "Grantee." All references to "Contract" within Addendum A shall refer to "Agreement."

14. Assignments, Subgrants, and Contracts:

14.1. Unless otherwise specified in the SOW, or through prior written approval of the Department, the Grantee may not: 1) subgrant any of the funds provided to the Grantee by the Department under this Agreement; 2) contract its duties or responsibilities under this Agreement out to a third party; or 3) assign any of the Grantee's rights or responsibilities hereunder, unless specifically permitted by law to do so. Any such subgrant, contract, or assignment occurring without the prior written consent of the Department will be null and void. If the Department approves the transfer of any of the Grantee's obligations under this Agreement, the Grantee remains responsible for all work performed and all expenses incurred in connection with the Agreement. In addition, this Agreement will bind the successors, assigns, and legal representatives of the Grantee, and of any legal entity that succeeds the Grantee, to the Grantee's obligations to the Department.

14.2. The Grantee agrees to be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If the Department permits the Grantee to contract all or part of the work contemplated under this Agreement, including entering into contracts with vendors for services, it is understood by the Grantee that all such contract arrangements must be evidenced by

a written document containing all provisions necessary to ensure the contractor's compliance with applicable state and federal laws. The Grantee further agrees that the Department shall not be liable to the contractor for any expenses or liabilities incurred under the contract and that the Grantee shall be solely liable to the contractor for all expenses and liabilities incurred under the contract. The Grantee, at its expense, will defend the Department against such claims.

14.3. The Grantee agrees that the Department may assign or transfer the Department's rights, duties, or obligations under this Agreement to another governmental entity upon giving prior written notice to the Grantee.

14.4. The Grantee agrees to make payments to its subgrantees and contractors, if any, within seven (7) business days after receipt of full or partial payments from the Department in accordance with section 287.0585, F.S., unless otherwise stated in the agreement(s) between the Grantee and the contractor(s). Unless the Grantee and the subgrantee(s) or contractor(s) contract for an alternate payment schedule, the Grantee's failure to pay its subgrantees or contractors, if any, within seven (7) business days will result in a statutory penalty charged against the Grantee and paid to the subgrantee or contractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such statutory penalty will be in addition to actual payments owed and will not exceed fifteen (15) percent of the outstanding balance due.

15. MyFloridaMarketPlace: Disbursements under this Agreement are disbursements of State financial assistance to a recipient as defined in the Florida Single Audit Act, section 215.97, F.S., and are exempt from the MyFloridaMarketPlace Transaction Fee pursuant to Rule 60A-1.031(6)(g), F.A.C. Payments will be made according to the SOW and not through the MyFloridaMarketPlace system.

16. Nonexpendable Property:

16.1. For the requirements of this Section of the Agreement, "nonexpendable property" is the same as "property" as defined in section 273.02, F.S. (equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature).

16.2. The Grantee shall have ownership of all PPE, SCBA, or pumper fire apparatus purchased under this Agreement. All nonexpendable property purchased under this Agreement must be listed on the property records of the Grantee in accordance with the requirements of Rule 69I-72.002, F.A.C. For the purposes of section 273.03, F.S., the Grantee is the custodian of all nonexpendable property and shall be primarily responsible for the supervision, control, and disposition of the property in his or her custody (but may delegate its use and immediate control to a person under his or her supervision and may require custody receipts). The Grantee must submit an inventory report to the Department with the final expenditure report and inventory annually and maintain accounting records for all nonexpendable property purchased under the Agreement. The records must include information necessary to identify the property, which at a minimum, must include the following: property tag identification number; description of the item(s); if a group of items, the number and description of the components; physical location; name, make or manufacturer; year and/or model; manufacturer's serial number(s); if an automobile, the vehicle identification number and title certificate number; date of acquisition; cost or value at date of acquisition; date last inventoried; and the current condition of the item.

16.3. PPE and SCBA property must not be relocated, distributed, gifted, or loaned to any other fire service provider, agency, or individual. At no time shall the Grantee dispose of nonexpendable property purchased under this Agreement without the prior written permission of, and in accordance with instructions from, the Department. In addition to its plain meaning, "dispose of" includes selling, exchanging, transferring, distributing, gifting, and loaning. If the Grantee proposes to dispose of the nonexpendable property or take any other action that will impact its ownership of the property or modify the use of the property other than for the purposes stated herein, the

Department shall have the right, in its sole discretion, to demand that the Grantee reimburse the Department the fair market value of the impacted nonexpendable property.

16.4. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, nonexpendable property purchased with State funds and held in its possession for use in accordance with this Agreement. The Grantee shall immediately notify the Department, in writing, upon discovery of any property loss with the date and reason(s) for the loss.

16.5. The Grantee is responsible for the correct use of all nonexpendable property obtained using funds provided by this Agreement and for the implementation of adequate maintenance procedures to keep the nonexpendable property in good operating condition.

16.6. PPE shall only be assigned to firefighters that are on the roster of the Grantee and recorded in the Division's online electronic database. SCBA property may be shared to facilitate all-hazard responses with other fire service providers during emergency responses.

16.7. The pumper fire apparatus shall not be relocated, distributed, gifted, or loaned to any other fire service provider, agency, or individual. The pumper fire apparatus shall not be modified by any means without the prior written approval of the Department. If the Grantee has received a grant to replace an unsafe fire apparatus, the Grantee is required to permanently remove the replaced vehicle from its vehicle inventory until deemed to be safe for operation by a certified Emergency Vehicle Technician. The Grantee shall not gift, sell, or transfer the unsafe fire apparatus to any other fire service provider.

17. Disposition of Property:

The Grantee shall provide advance written notification to the Department, if during the five (5) year period following the termination of this Agreement or the depreciable life of the nonexpendable property (determined by the depreciation schedule in use by the Grantee) purchased under this Agreement, whichever period is shorter, the Grantee proposes to dispose of or take any other action that will impact its ownership of the nonexpendable property or modify the use of the nonexpendable property from the purposes authorized herein. If any of these situations arise, the Department shall have the right, in its sole discretion, to demand that the Grantee immediately reimburse the Department the fair market value of the impacted nonexpendable property valued at the time of disposition or modified use.

18. Additional Requirements Applicable to the Purchase of, or Improvements to, Real Property:

N/A

19. Data Security and Information Resource Acquisition: N/A

20. Insurance:

20.1. The Grantee shall, at its sole expense, maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with the Agreement. Adequate insurance coverage is a material obligation of the Grantee, and the failure to maintain such coverage may void the Agreement. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under this Agreement. All insurance policies must be through insurers authorized to write policies in the State. Specific insurance requirements, if any, are listed in the SOW.

20.2. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible will be the sole responsibility of the Grantee.

21. **Patents, Copyrights, and Royalties:** N/A

22. **Intellectual Property Rights:** Each party shall retain its intellectual property rights to its intellectual property. No intellectual property is to be created or otherwise developed by Grantee for the Department under this Agreement.

23. **Independent Contractor Status:** It is mutually understood and agreed to that at all times during the Grantee's performance of its duties and responsibilities under this Agreement Grantee is acting and performing as an independent contractor. The Department shall neither have nor exercise any control or direction over the methods by which the Grantee shall perform its work and functions other than as provided herein. Nothing in this Agreement is intended to or will be deemed to constitute a partnership or joint venture between the Parties.
    23.1. Unless the Grantee is a State agency, the Grantee (and its officers, agents, employees, subrecipients, contractors, or assignees), in performance of this Agreement, shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State. Further, unless specifically authorized to do so, the Grantee shall not represent to others that, as the Grantee, it has the authority to bind the Department or the State.
    23.2. Unless the Grantee is a State agency, neither the Grantee nor its officers, agents, employees, subrecipients, contractors, or assignees, are entitled to State retirement or State leave benefits, or to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.
    23.3. The Grantee agrees to take such actions as may be necessary to ensure that each subrecipient or contractor will also be deemed to be an independent contractor and will not be considered or permitted to be in a joint venture with the State, nor an agent, servant, or partner of the State as a result of this Agreement.
    23.4. Unless agreed to by the Department in the SOW, the Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, clerical support, etc.) to the Grantee, its subrecipient, contractor, or assignee.
    23.5. The Department shall not be responsible for withholding taxes with respect to the Grantee's compensation hereunder. The Grantee shall have no claim against the Department for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. The Grantee shall ensure that its employees, subrecipients, contractors, and other agents, receive all legally required benefits and insurance coverage from an employer other than the State.
    23.6. At all times during the Agreement period, the Grantee must comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

24. **Electronic Funds Transfer:** The Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer within thirty (30) calendar days of the date the last Party signed this Agreement. Copies of the authorization form and a sample blank enrollment letter can be found at: https://myfloridacfo.com/division/aa/vendors.

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

25. **Entire Agreement:** This Agreement consists of all documents listed in the order of precedence below, each of which is incorporated into, and is an integral part of, the Agreement, and together they embody the entire Agreement. This Agreement supersedes all previous oral or written communications, representations, or agreements on this subject. Any conflicts among these documents will be resolved in accordance with the following order of precedence:

i. Attachment 1, Statement of Work;
ii. This Agreement;
iii. Appendix 1, Itemized Equipment List;
iv. Attachment 2, Audit Requirements for Awards of State and Federal Financial Assistance (with its Exhibit 1);
v. Addendum A, Public Records Requirements; and
vi. Attachment 3, Index of Applicable Laws and Regulations.

26. Time is of the Essence: Time is of the essence regarding the performance requirements set forth in this Agreement. The Grantee is obligated to timely complete the deliverables under this Agreement and to comply with all other deadlines necessary to perform the Agreement which include, but are not limited to, attendance of meetings or submittal of reports.

27. Termination:

27.1. Termination Due to the Lack of Funds: If funds become unavailable for the Agreement's purpose, such event will not constitute a default by the Department or the State. The Department agrees to notify the Grantee in writing at the earliest possible time if funds are no longer available. If funds become unavailable, including if any State funds upon which this Agreement depends are withdrawn or redirected, the Department may terminate this Agreement by providing written notice to the Grantee. The Department shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Agreement to another program thus causing "lack of funds."

27.2. Termination for Cause: The Department may terminate this Agreement if the Grantee fails to: (1) satisfactorily complete the deliverables within the time specified in the Agreement; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Grantee shall continue to perform any work not terminated. The Department's rights and remedies in this clause are in addition to any other rights and remedies provided by law or under the Agreement. The Grantee shall not be entitled to recover any cancellation charges or lost profits. Upon termination, the Department may require that the Grantee return to the Department any funds that were used for ineligible purposes under the Agreement or applicable program laws, rules, and regulations governing the use of funds under the Agreement.

27.3. Termination for Convenience: The Department may terminate this Agreement, in whole or in part, by providing written notice to the Grantee that the Department determined, in its sole discretion, it is in the State's interest to do so. The Grantee shall cease performance upon receipt of the Department's notice of termination, except as necessary to complete the continued portion of the Agreement, if any. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

28. Dispute Resolution: Unless otherwise stated in the SOW, the Department shall decide disputes concerning the performance under the Agreement, reduce the decision to writing, and serve a copy on the Grantee. If a Party is dissatisfied with the dispute resolution decision, jurisdiction for any dispute arising under the terms of the Agreement will be in the State courts, and the venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the Parties agree to be responsible for their own costs and attorneys' fees incurred in connection with disputes arising under the terms of the Agreement.

29. Indemnification:

29.1. The Grantee shall be fully liable for the actions of its agents, employees, partners, subrecipients, or contractors and shall fully indemnify, defend, and hold harmless the State and the Department, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and

description, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the Grantee, its agents, employees, partners, subrecipients, or contractors, provided, however, that the Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Department.

29.2. Further, the Grantee shall fully indemnify, defend, and hold harmless the State and the Department from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to a violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation will not apply to the Department's misuse or modification of the Grantee's products or the Department's operation or use of the Grantee's products in a manner not contemplated by the Agreement. If any product is the subject of an infringement suit, or in the Grantee's opinion is likely to become the subject of such suit, the Grantee may at its sole expense procure for the Department the right to continue using the product or to modify it to become non-infringing. If the Grantee is not reasonably able to modify or otherwise secure for the Department the right to continue using the product, the Grantee shall remove the product and refund the Department the amounts paid in excess of a reasonable rental for past use. The Department shall not be liable for any royalties.

29.3. The Grantee's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or the Department giving the Grantee: (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at the Grantee's sole expense, and (3) assistance in defending the action at the Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or the Department in any legal action without the Grantee's prior written consent, which will not be unreasonably withheld.

NOTE: For the avoidance of doubt, if the Grantee is a State agency or subdivision, as defined in section 768.28(2), F.S., pursuant to section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability to the other Party for the other Party's negligence.

30. Force Majeure and Notice of Delay from Force Majeure: Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor caused by the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subrecipients, contractors, or suppliers if no alternate source of supply is available. However, if a delay arises from the foregoing causes, the Party shall take all reasonable measures to mitigate all resulting delay or disruption in accordance with the Party's performance requirements under this Agreement. If the Grantee believes any delay is excusable under this Section, the Grantee shall provide written notice to the Department describing the delay or potential delay and the cause of the delay within five (5) calendar days after the Grantee first had reason to believe that a delay could result if the Grantee could reasonably foresee that a delay could result or within ten (10) calendar days after the Grantee first learned of the delay if the delay is not reasonably foreseeable. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. The Department, in its sole discretion, will determine if the delay is excusable under this Section and will notify the Grantee of its decision in writing. If an extension is legally permissible, and if one will be granted, the Department's notice will state the extension period. **THE FOREGOING CONSTITUTES THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. The Grantee shall not assert a claim for damages against the Department and shall not be entitled to an increase in this Agreement price or payment of any kind from the Department for any reason. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this Section, after the causes have ceased to exist, the Grantee shall resume performance, unless the Department determines, in its sole discretion, that the delay will significantly impair the ability of the

Grantee to timely complete its obligations under this Agreement, in which case the Department may terminate the Agreement in whole or in part.

31. **Severability:** If any provision of this Agreement, in whole or in part, is held to be void or unenforceable by a court of competent jurisdiction, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions remain in full force and effect.

32. **Survival:** Any right or obligation of the Parties in the Agreement, which, by its express terms or nature and context, is intended to survive termination or expiration of the Agreement, will survive any such termination or expiration.

33. **Execution in Counterparts:** The Agreement may be executed in counterparts, each of which will be deemed an original and all of which will constitute but one and the same instrument.

34. **Contact Information for Grantee and Department Contacts:**

Grantee's Payee:	**Grantee's Agreement Manager:**
Highlands County	Laurie Hurner
600 S. Commerce Ave.	600 S. Commerce Ave.
Sebring, Florida 33870	Sebring, Florida 33870
(863) 402-6500	(863) 402-6500
lhurner@highlandsfl.gov	lhurner@highlandsfl.gov

Department's Agreement Manager:

Ginie Chibuzor
200 E. Gaines Street
Tallahassee, Florida 32399
(850) 413-3631
Ginie.chibuzor@myfloridacfo.com

If any of the information provided in this Section changes after the execution of this Agreement, the Party making such change will notify the other Parties in writing of such change. Such changes will not require a written amendment to the Agreement.

35. **Notices:**

The contact information provided in the immediately preceding Section must be used by the Parties for all communications under the Agreement. Where the terms "written notice" or notice "in writing" are used to specify a notice requirement herein, said notice will be deemed to have been given when (i) personally delivered; (ii) transmitted via facsimile with confirmation of receipt or email with confirmation of receipt if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid); (iii) the day following the day (except if not a Business Day then the next Business Day) on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) on the date actually received, except if there is a date of the certification of receipt, then on that date.

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in the documents that make up this Agreement, the Parties have caused to be executed this Agreement by their undersigned, duly-authorized officials.

HIGHLANDS COUNTY		**DEPARTMENT OF FINANCIAL SERVICES**	
By:	_____	**By:**	_____
Name:	**Arlene Tuck**	**Name:**	_____
Title:	**Chair**	**Title:**	_____
Date:	_____	**Date:**	_____

Attachment 1

STATEMENT OF WORK

1. **Project Description.** The Grantee has been awarded funding in Line 2478 of the General Appropriations Act for the 2024-2025 Fiscal Year in the amount of $26,745.10. This funding will be used to purchase five (5) sets of Personal Protective Equipment, as further described in Appendix 1, Itemized Equipment List.

2. **Program Requirements.** The Florida Legislature created the Firefighter Assistance Grant Program within the Division of State Fire Marshal to improve the emergency response capability of volunteer fire departments and combination fire departments by providing financial assistance to improve firefighter safety and enable such fire departments to provide firefighting, emergency medical, and rescue services to their communities. The Division is to administer the program and annually award grants to volunteer fire departments and combination fire departments using the annual Florida Fire Service Needs Assessment Survey. The purpose of such grants is to provide funding to fire departments to use to provide volunteer firefighter training and procure necessary firefighter equipment. The Division shall prioritize the annual award of grants to combination fire departments and volunteer fire departments demonstrating need as a result of participating in the annual Florida Fire Service Needs Assessment Survey.

   The Grantee shall only use funds for those items specified in the Agreement. Such items must comply with the requirements of section 633.135, F.S., and Rules 69A-37.501 and .502, F.A.C. The total amount of the grant shall not exceed the lesser of the purchase price or the total amount of the appropriation.

3. **Grantee's Responsibilities.** The Grantee shall:

   a. Complete the required task as specified in Section 5, Deliverables.
   b. Provide the Department with the required supporting documents specified in Section 6, Request of Grant Funds, to receive grant funds.
   c. Purchase the equipment as specified within Appendix 1, Itemized Equipment List
   d. Receive the equipment in a timely manner not to exceed the Performance Period stated in Section 3., Performance Period, of the Agreement.
   e. Provide the Department with sufficient documentation that ensures receipt of the equipment.
   f. Provide the Department with documentation, upon Department's demand, evidencing status reports. Grantee shall provide status report documentation on the Status Update Request Form, incorporated by reference as Attachment 4.
   g. Submit monthly fire incident data to the National Fire Incident Reporting System via https://www.nfirs.fema.gov/NFIRSWeb/login for twelve (12) months following the effective date of this Agreement. Proof of submittance of fire incident data is required to be provided to the Department upon the Department's demand.
   h. Maintain all fire department profile and roster records within the electronic database of the Bureau of Fire Standards and Training.
   i. Demonstrate compliance with the Florida Firefighter Occupational Safety and Health Act by having completed a compliance inspection within the previous three (3) years or having a compliance inspection conducted before the grant funds are awarded.
   j. Provide the written agreement with the fire service provider under which the Grantee is operating.

4. **Department's Responsibilities.** The Department shall monitor the Grantee's progress as it deems necessary to verify that all requirements of the Agreement are being performed in accordance with this Agreement. The Department shall review submitted documentation and process payments to the Grantee to fund allowable, reasonable, and necessary expenditures, not to exceed $26,745.10.

   The Department will monitor reporting and documentation compliance for the Grantee and will notify the appropriate parties of non-compliance.

5. **Deliverables.** The Grantee shall complete the following deliverable:

Deliverable No. 1 – Purchase five (5) sets of Personal Protective Equipment		
Task	**Documentation**	**Financial Consequences**
Purchase and receive equipment as described in Appendix 1, Itemized Equipment List.	A. Grantee must provide proof of payment in the form of cleared check(s), bank statement(s), or electronic fund transfer(s). B. Grantee must provide proof of receipt of the equipment in the form of photos, packing slips, or other equivalent documentation.	The Department will require the return of funds if the Grantee: A. Does not receive the equipment within the specified Performance Period; B. Does not provide documentation as required; or C. Does not receive the equipment that is described in this Agreement.
		TOTAL AMOUNT NOT TO EXCEED $26,745.10

6. **Request of Grant Funds.** This is an advancement-based contract, pending sufficient documentation and advancement approval. The Department will provide funds to the Grantee in accordance with the terms and conditions of this Agreement for a total dollar amount not to exceed $26,745.10 subject to the availability of funds. To request advancement, the Grantee shall:
   a. Invoice the Department of Financial Services for the total and final cost of the equipment, not to exceed the grant amount awarded. This invoice must include:
      i. The Grantee name, address, and contact information;
      ii. An invoice number, date, and contract number;
      iii. An itemized list of the equipment that matches the equipment listed on the documentation from the equipment vendor;
      iv. A final cost that matches the grant award amount; and
      v. A signature from the appropriate authority.
   b. Provide itemized documentation from an equipment vendor that matches the grant award described in Appendix 1, Itemized Equipment List.

7. **Financial Consequences for Failure to Timely and Satisfactorily Perform.** Failure to complete the required duties outlined in this SOW shall result in the automatic return of funds for the associated expenditures for the applicable deliverable(s).

   This provision for financial consequences shall not affect the Department's right to terminate the Agreement as provided elsewhere in the Agreement.

8. **Reimbursement of Training Expenses.** In the instance that the Grantee has completed and wishes to request reimbursement for the online Firefighter 1 training program delivered by the Bureau of

Fire Standards and training, the Grantee must provide to the Department an itemized list of training conducted within thirty (30) calendar days after completion of the training. The list must include:

a. The names of the students trained;
b. Dates the training was conducted;
c. The instructor's name and certification number;
d. The location of the final practical skills training; and
e. The location of live fire training.

Funds used to procure the training must be obligated within the specified Performance Period of this Agreement.

-End of Attachment 1 (Statement of Work)-

Appendix 1

Itemized Equipment List

Original

QUOTATION

TEN-B
FIRE & SAFETY

Quote Number	Document Date	Page
231032125	07/26/24	1/1

TEN-8 FIRE & SAFETY, LLC
2904 59TH AVENUE DRIVE EAST

BRADENTON, FL 34203
USA
Phone: 800-228-8368
Fax: 941-756-2598

Customer No.	Federal Tax ID - Business Partner
C00483	85-8013878621c-1

PO Number
Q

Sales Employee	Email
Ribbens, Eric I	eribbens@ten8fire.com

Document Owner	Email
Ribbens, Eric	eribbens@ten8fire.com

Sell To:

HIGHLANDS COUNTY B.O.C.C.

4506 KENILWORTH BLVD.
SEBRING FL 33870
USA

Delivery Address

HIGHLANDS COUNTY B.O.C.C.

Same as Bill-to

Description		Quantity	UoM	Vendor	Price	Total
GLB-GXCEL CT	GLOBE GXCEL COAT - PBI PEAK 5 GOLD, TITANIUM W/NOMEX NANO, CROSSTECH BLACK, "HIGHLANDS COUNTY", GLOBE GUARD	5	EA	GLOBE MANUFACTURING	2,383.65	11,918.25
	LIST: $4,350.93 LESS 44% = $2,436.52					
GLB-GPS PT	GLOBE GPS PANT - PBI PEAK 5 GOLD, TITANIUM W/NOMEX NANO, L/Y TRIPLE TRIM, GLOBE GUARD, "HCFR" ON PKT	5	EA	GLOBE MANUFACTURING	2,030.36	10,151.80
	LIST: $3685.52 LESS 44% = $2,063.89					
1201420-10.5M	GLOBE SUPREME 14" PULL ON NFPA BOOT 10.SM	5	PR	GLOBE MANUFACTURING	535.23	2,676.15
	LIST: $832.00 LESS 31% = $574.08					
A-1836ABA0ABEAAA	1836 BLACK DEFENDER FLANNEL BLACK NOMEX	5	EA	MSA SAFETY SALES, LLC	399.78	1,998.90
	LIST: $624.00 LESS 35% = $405.60					
	FREIGHT INCLUDED. PRICED PER LAKE COUNTY CONTRACT #22-730K. EXPIRES 7/31/25.					

Shipping: Ground

Subtotal:	$26,745.10
Total Before Tax:	$26,745.10
Total Tax Amount:	$0.00
Total Amount:	**$26,745.10**

Valid Until: **12/30/2024**

All returns must be initiated within 30 days of receipt of product and will be charged a restocking fee. Contact your sales representative to receive a Return Materials Authorization (RMA). Special order parts are not returnable. Full terms and conditions for returns can be found on our website at https://ten8fire.com/return-policy/

ATTACHMENT 2

AUDIT REQUIREMENTS FOR AWARDS OF STATE AND FEDERAL FINANCIAL ASSISTANCE

The administration of resources awarded by the Department of Financial Services (Department) to the Grantee may be subject to audits and/or monitoring by the Department, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the Grantee agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Grantee is appropriate, the Grantee agrees to comply with any additional instructions provided by Department staff to the Grantee regarding such audit. The Grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

Part I: Federally Funded

This part is applicable if the Grantee is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A grantee that expends $750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through the Department by this agreement. In determining the federal awards expended in its fiscal year, the Grantee shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the Grantee conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.

2. For the audit requirements addressed in Part I, paragraph 1, the Grantee shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.

3. A grantee that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the Grantee expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Grantee resources obtained from other than federal entities).

Part II: State Funded

1. In the event that the Grantee expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such Grantee (for fiscal years ending June 30, 2017, or thereafter), the Grantee must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the

Department by this agreement. In determining the state financial assistance expended in its fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the Grantee shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the Grantee expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, or thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the Grantee expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Grantee's resources obtained from other than state entities).

Part III: Other Audit Requirements

N/A

Part IV: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Grantee directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the Grantee directly to each of the following:

a. The Department at each of the following addresses:

Electronic copies (preferred): Ginie.Chibuzor@myfloridacfo.com

or

Paper (hard copy):
Ginie Chibuzor
Department of Financial Services
200 E. Gaines Street
Tallahassee, Florida 32399-0340

b. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street

Tallahassee, Florida 32399-1450

The Auditor General's website (https://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

4. Grantees, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Grantee in correspondence accompanying the reporting package.

Part V: Record Retention

The Grantee shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO, or Auditor General access to such records upon request. The Grantee shall ensure that audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

EXHIBIT 1

Federal Resources Awarded to the Grantee Pursuant to this Agreement Consist of the Following:

1. Federal Program A:

   N/A

2. Federal Program B:

   N/A

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:

1. Federal Program A:

   N/A

2. Federal Program B:

   N/A

State Resources Awarded to the Grantee Pursuant to this Agreement Consist of the Following:

Matching Resources for Federal Programs:

1. Federal Program A:

   N/A

2. Federal Program B:

   N/A

Subject to Section 215.97, F.S.:

1. State Project A:

   State Project: Volunteer Firefighter Grant Assistance Program
   State Awarding Agency: State of Florida, Department of Financial Services
   Catalog of State Financial Assistance Title and Number: Volunteer Firefighter Grant Assistance Program, 43.006
   Amount: $26,745.10
   Not to exceed $1,000,000.00 for all grants awarded under the Firefighter Assistance Grant Program for State Fiscal Year 2024-2025.

2. State Project B:

   N/A

Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement Are as Follows:

The requirements of this Agreement, section 633.135, F.S., and Rule 69A-37.502, F.A.C.

Attachment 3
Index of Applicable Laws and Regulations

1. Statutory Requirements:
Chapter 112, F.S. (conflict of interest)
Chapter 119, F.S. (public records and exceptions to disclosure)
Sections 11.062 and 216.347, F.S. (prohibitions on the use of state funds for lobbying purposes)
Section 216.1366, F.S. (inspection of records)
Section 286.101, F.S. (foreign gifts and contracts)
Section 286.25, F.S. (sponsorship)
Section 287.133, F.S. (convicted vendor list)
Section 287.134, F.S. (discriminatory vendor list)
Section 287.137, F.S. (antitrust violator vendor list)
Americans with Disabilities Act
Immigration and Nationality Act

2. Audit Requirements:
Section 20.055, F.S. (audit investigations)
Section 215.34, F.S. (return or recoupment of funds)
Section 215.97, F.S., Florida Single Audit Act
Section 215.971, F.S., Agreements Funded with Federal or State Assistance

3. Financial Requirements:
Section 215.422, F.S. (payments from state funds)
Section 273.02, F.S. (nonexpendable tangible personal property)
Section 287.0585, F.S. (payments to subcontractors)
Rule 60A-1.031, F.A.C. (MyFloridaMarketPlace)
Chief Financial Officer Memoranda Nos. 1, 2, and 4 (effective July 1, 2020)

ATTACHMENT 4

DIVISION OF
STATE FIRE MARSHAL
FLORIDA DEPARTMENT OF FINANCIAL SERVICES

Equipment Grant Status Report

Instructions: This form is to be completed by the grantee at least once during the Performance Period. Complete all sections to the best of your ability and send to the assigned Grant Manager within the Division of State Fire Marshal.

Grantee:	**Reporting Date:**	**Contract Number:**
Equipment Purchase Description:		
1. Phases Complete (Check)		
Quote from Vendor	Equipment Order	Equipment Purchased
Grant Execution	Payment	Equipment Delivery
2. Has the Grant Agreement been executed? If not, why?		
3. When do you expect to have all phases complete?		
4. Problem Areas/Other Comments (Revisions, Delays, Difficulties, etc):		

FOR REFERENCE ONLY
DO NOT USE

Grantee	**Grantee Representative** I certify that the information provided above is true and correct per the terms of the Grant Agreement.		
	Date	**Printed Name/Title**	**Signature**
Department	**Comments/Notes**		
	Review Date	**Site Visit _Yes _No _N/A**	**Contract Manager Signature**

DEPARTMENT OF FINANCIAL SERVICES
Public Records Requirements

Addendum A

1. **Public Records Access Requirements.**

a. If the Contractor is acting on behalf of the Department in its performance of services under the Contract, the Contractor must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by the Contractor in conjunction with the Contract (Public Records), unless the Public Records are exempt from public access pursuant to section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.

b. The Department may unilaterally terminate the Contract if the Contractor refuses to allow public access to Public Records as required by law.

2. **Public Records Requirements Applicable to All Contractors**.

a. For purposes of the Contract, the Contractor is responsible for becoming familiar with Florida's Public Records law, consisting of chapter 119, F.S., section 24(a) of Article I of the Florida Constitution, or other applicable state or federal law (Public Records Law).

b. All requests to inspect or copy Public Records relating to the Contract must be made directly to the Department. Notwithstanding any provisions to the contrary, disclosure of any records made or received by the State in conjunction with the Contract is governed by Public Records Law.

c. If the Contractor has a reasonable, legal basis to assert that any portion of any records submitted to the Department is confidential, proprietary, trade secret, or otherwise not subject to disclosure ("Confidential" or "Trade Secret") under Public Records Law or other legal authority, the Contractor must simultaneously provide the Department with a separate redacted copy of the records the Contractor claims as Confidential or Trade Secret and briefly describe in writing the grounds for claiming exemption from the Public Records Law, including the specific statutory citation for such exemption. The un-redacted copy of the records must contain the Contract name and number and must be clearly labeled "Confidential" or "Trade Secret." The redacted copy of the records should only redact those portions of the records that the Contractor claims are Confidential or Trade Secret. If the Contractor fails to submit a redacted copy of records it claims are Confidential or Trade Secret, such action may constitute a waiver of any claim of confidentiality.

d. If the Department receives a Public Records request, and if records that have been marked as "Confidential" or "Trade Secret" are responsive to such request, the Department will provide the Contractor-redacted copies to the requester. If a requester asserts a right to the portions of records claimed as Confidential or Trade Secret, the Department will notify the Contractor that such an assertion has been made. It is the Contractor's responsibility to assert that the portions of records in question are exempt from disclosure under Public Records Law or other legal authority. If the Department becomes subject to a demand for discovery or disclosure of the portions of records the Contractor claims as Confidential or Trade Secret in a legal proceeding, the Department will give the Contractor prompt notice of the demand, when possible, prior to releasing the portions of records the Contractor claims as Confidential or Trade Secret (unless disclosure is otherwise prohibited by applicable law). The Contractor shall be responsible for defending its determination that the redacted portions of its records are Confidential or Trade Secret. No right or remedy for damages against the Department arises from any disclosure made by the Department based on the Contractor's failure to promptly legally protect its claim of exemption and commence such protective actions within ten days of receipt of such notice from the Department.

e. If the Contractor claims that the records are "Trade Secret" pursuant to section 624.4213, F.S., and all the requirements of section 624.4213(1), F.S., are met, the Department will respond to the Public Records Request in accordance with the provisions specified in that statute.

f. The Contractor shall ensure that exempt or confidential and exempt Public Records are not disclosed except as permitted by the Contract or by Public Records Law.

3. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
If the Contractor is a "contractor" as defined in section 119.0701(1)(a), F.S., the Contractor shall:

a. Keep and maintain Public Records required by the Department to perform the service.

b. Upon request, provide the Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, F.S., or as otherwise provided by law.

c. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the Public Records to the Department.

d. Upon completion of the Contract, transfer, at no cost, to the Department all Public Records in possession of the Contractor or keep and maintain Public Records required by the Department to perform the service. If the Contractor transfers all Public Records to the Department upon completion of the Contract, the Contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the Contractor keeps and maintains Public Records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the Department, upon request from the Department's custodian of Public Records, in a format specified by the Department as compatible with the information technology systems of the Department. These formatting requirements are satisfied by using the data formats as authorized in the Contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the Contractor is authorized to access.

e. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT PUBLIC RECORDS AT:**

Telephone: **(850) 413-3149**
Email: **PublicRecordsRequest@myfloridacfo.com**
Mailing Address: **The Department of Financial Services**
Office of Open Government
PL-11, The Capitol
Tallahassee, Florida 32399-0301

A Contractor who fails to provide the Public Records to the Department within a reasonable time may be subject to penalties under section 119.10, F.S.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **January 7, 2025**

PRESENTER: **Dustin Fitch, Deputy Chief**

SUBJECT/TITLE: **Public hearing to consider approval of Avon Park Fire Department for a Class 5 Non-Transportation Certificate of Public Convenience (COPCN)**

STATEMENT OF ISSUE

Avon Park Fire Department submitted a new application of COPCN Class 5 Non-Transportation on November 18, 2024. The application was found to be complete and was publicly noticed pursuant to Section 5-56(b) of the Code of Ordinances, Highlands County, Florida. The application was publicly noticed on December 6, 2024.

RECOMMENDED ACTION

Move to approve Avon Park Fire Department for a Class 5 Non-Transportation Certificate of Public Convenience (COPCN)

FISCAL IMPACT

There is no fiscal Impact.

Attachments: Application 1.pdf
Attachments: CLASS 5 NOTICE OF PUBLIC HEARING.pdf
Attachments: Certificate.pdf
Attachments: ALS Non Transport aff.pdf

Highlands County Fire Rescue

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY CLASS 5 ALS NON-TRANSPORTATION SERVICE LICENSE APPLICATION

Please type. Answer all questions that apply to the level of service to be provided. Attach additional sheets as needed.

STATEMENTS AND MATERIALS SUBMITTED WILL BE SUBJECT TO VERIFICATION

CHECK TYPE OF APPLICATION FOR CLASS 5 SERVICE

☑ New ☐ Renewal

Avon Park Fire Department
Name of Entity

98 S Delaney Ave	Avon Park	FL	33825
Mailing Address	City	State	Zip Code

863-453-6557
Telephone

1. Garrett Anderson — ganderson@avonpark.city
Chairperson's Name — Email Address

110 E Main St	Avon Park	FL	33825
Mailing Address	City	State	Zip Code

(Attach names of elected officials)

2. Andrew Marcy — 863-453-6557 — amarcy@avonpark.city
Administrator/Contact Person — Telephone — Email Address

3. Date incorporated/formation of entity: January 1923

Additional pages may be added as needed.

4. Attach copy of law creating the entity: Attachment # 4

5. Address of present/proposed main station and any substations (attach list if more than three (3) substations):

Main Station: 98 S Delaney Ave Avon Park FL 33825

Substation: _____

Substation: _____

Substation: _____

6. Financial Information: (Attachment # 6)

Provide a copy of the most recent Comprehensive Annual Financial Report.

7. Insurance: (Attachment # 7)

Provide copies of Certificates of Insurance.

8. Vehicle information: Complete and attach appropriate form. (Attachment # 8)

9. Personnel information: Complete and attach appropriate form. (Attachment # 9)

10. Miscellaneous for Initial Applications:

A. Attach copy of contract with Highlands County's Medical Director. (Attachment # 10 A)

B. Provide the name of your Quality Improvement/Assurance officer.
Name: Blake Fitch Phone: 863-453-6557 Email: bfitch@avonpark.city

C. Identify staffing patterns and operational hours for each potentially or permitted vehicle in your fleet. (Attachment # 10 C)

D. Attach proof of purchase of major medical equipment as approved by the County's Medical Director. (Attachment # 10 D)

E. Attach proof of purchase of EPCR/EHR software that Highlands County Fire Rescue currently uses. (Attachment # 10 E)

11. Miscellaneous for Renewals only:

A. Provide and annual report of your services, including ALS and BLS service time per vehicle. (Attachment # N/A)

12. If any local, state, or federal grants funds are associated with the service provided in this application, provide a copy of the application and award documents, including the scope of work.
(Attachment # N/A)

The Applicant acknowledges the following regarding ALS non-transport, once certificate is issued it:

1. Shall utilize Highlands County Fire Rescue's Medical Director.
2. Shall provide response on all dispatched medical calls for service in the jurisdictional boundary of the COPCN holder.
3. Shall participate in EMS system quality assurance/improvement.
4. Shall comply with the County's medical director's credentialing standards for EMT's and paramedics.
5. Shall abide by the county's Medical and Trauma Transport Protocols and standard operating procedures promulgated by the county's EMS medical director.
6. Shall relinquish patient care to Highlands County Fire Rescue upon their arrival to the scene, unless otherwise directed by the HCFR charge paramedic or higher HCFR authority.
7. Shall not submit a bill for service to a patient or the County for the cost of performing ALS non-transport services.
8. Shall not use ambulances or other patient transport-capable vehicles when providing ALS non-transport services; and
9. Permitted vehicles shall consist of fire engines or fire suppression apparatus that are ordinarily used in business of fire extinguishment or fire prevention services for the protection of life and property.

The applicant acknowledges the following by signing and submitting this application:

Signature of Chairperson or Administrator

Fire Chief
Title

STATE OF FLORIDA
COUNTY OF Highlands

Sworn to (or affirmed) and subscribed before me this 18 day of November, 2024, by Clinton T. Culverhouse (name of person making statement).

Notary Public State of Florida
Clinton T Culverhouse
My Commission HH 373997
Expires 6/10/2027

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ☒ OR Produced Identification ☐

Type of Identification Produced:

All applicants:

1. Return signed and notarized application, upon receipt of the application an invoice will be generated to include an application fee of $500, exact fees charged for notification process and vehicle permit fees of $100 per vehicle listed on Highlands County COPCN Certificate Vehicle form. A check made payable to the Highlands County Board of County Commissioners is required prior to any notification is made. All fees are non-refundable.

2. Renewal applicants: Return signed and notarized application, upon receipt of the application an invoice will be generated to include an application fee of $500, exact fees charged for notification process, and vehicle permit fees of $100 per vehicle listed on the Highlands County COPCN Certificate Vehicle form. A check made payable to the Highlands County Board of County Commissioners is required prior to any notification is made. All fees are non-refundable.

    - If a request for renewal is less than three months from the expiration of COPCN or application inaccuracies caused by the applicant create a delay of renewal to extend beyond the expiration of the services current COPCN, a non-refundable $250 late fee will be imposed and required paid prior to notification of renewal request.
    - Any renewal COPCN requiring an extension of service due to late filing to be brought before the Highlands County Board of County Commissioners will require a non-refundable $1,000 extension fee imposed and paid prior to notifications of extension and renewal application request.

City of Avon Park Elected Officials

Mayor	Garrett Anderson	ganderson@avonpark.city
Deputy Mayor	Jim Barnard	jbarnard@avonpark.city
Councilmember	Brittany McGuire	bmcguire@avonpark.city
Councilmember	Michelle Mercure	mmercure@avonpark.city
Councilmember	Berniece Taylor	btaylor@avonpark.city

PART I
CHARTER AND RELATED LAWS[1]

Subpart A CHARTER

ARTICLE I. CORPORATE EXISTENCE, FORM OF GOVERNMENT, BOUNDARY, AND POWER

Sec. 1.01. Corporate existence, form of government, and Charter.

The City of Avon Park in Highlands County, Florida, which was created by the Florida Legislature, shall continue as a municipal corporation with a council-manager form of government with this document as the Charter for the City.

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[1]Editor's note(s)—Part I, Charter and Related Laws consists of Subpart A, Charter and Subpart B, Related Laws. Subpart A contains the city's Charter. Amendments to the Charter are reflected in parenthetical history notes at the end of each section. Ord. No. 22-13, § 2(Exh. A), approved November 25, 2013, repealed the former Charter and enacted a new Charter as set out herein. The former Charter, §§ 1—11, 19, 23—25, 29, 37, 40 and 59—63, derived from the Laws of Fla. ch. 12512 (1927); Laws of Fla. ch. 19691 (1939); Laws of Fla. ch. 57-1128, §§ 1, 2; Laws of Fla. ch. 63-1107, § 1; Laws of Fla. ch. 65-1250, § 1; Laws of Fla. ch. 69-825; Laws of Fla. ch. 71-530, § 3; Ord. No. 654, § 8, adopted May 12, 1980; Ord. No. 677, § 1, adopted Nov. 10, 1980; Ord. No. 694, § 1, adopted July 27, 1981; Ord. No. 712, § 1, adopted July 12, 1982; Ord. No. 742, §§ 1, 2, 5 and 6, adopted Oct. 24, 1983; Ord. No. 776, adopted Oct. 14, 1985; Ord. No. 796, adopted Oct. 28, 1986; Ord. No. 829, adopted Oct. 10, 1988; Ord. No. 843, adopted Nov. 28, 1989; Ord. No. 858, adopted Dec. 10, 1990; Ord. No. 876, adopted July 13, 1992; Ord. No. 901, adopted Oct. 11, 1993; Ord. No. 903, adopted Nov. 22, 1993; Ord. No. 10-96, § 1, adopted July 22, 1996; Ord. No. 11-96, § 1, adopted July 22, 1996; Ord. No. 9-97, § 1, adopted Sept. 8, 1997; Ord. No. 13-98, § 1, adopted Oct. 12, 1998; Ord. No. 04-00, § 1, adopted Sept. 11, 2000; Ord. No. 11-03, § 2, adopted Dec. 22, 2003; and Ord. No. 24-07, § 2(Exh. A), adopted Nov. 4, 2008. Subpart B contains laws which do not amend the city's Charter. Certain parts of the Charter and Related Laws have not been printed as they are obsolete, superseded or repealed. Where a section of the Charter has not been printed, the editor has inserted a notation to that effect in italics in the text. Related laws which are not printed in their entirety have no such notation. The user of this Part is referred to the Charter and Related Laws Disposition Tables appearing at the end of each part for a description of the material deleted together with the reason for the deletion. In amendatory acts all material which does not amend the basic act, such as repealers and effective date clauses have been deleted with such deletion not being reflected in the Charter and Related Laws Disposition Tables. The absence of a history note indicates that the provision remains unchanged from the original ordinance. Obvious misspellings have been corrected without notation. For stylistic purposes, a uniform system of headings and citations to state statutes has been used. Additions made for clarity are indicated by brackets.

Sec. 1.02. Description of corporate boundary.

The area described in Appendix A of this Charter shall constitute the corporate boundary of the City of Avon Park, along with updates on file with the city clerk. Appendix A may be amended from time to time by Ordinance of the City Council.

Sec. 1.03. General powers of city.

The city shall have all governmental, corporate, and proprietary powers to enable it to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes except as expressly prohibited by law or this Charter.

Sec. 1.04. Construction.

The powers of the city shall be construed liberally in favor of the city, limited only by the constitution, general and special law, and specific limitations in this Charter.

ARTICLE II. CITY COUNCIL

Sec. 2.01. Composition of city council.

There shall be a city council of five members elected at large by the electors of the city, one of which shall be elected as mayor-councilmember. Only qualified electors of the city with a minimum of one year of residency within the city limits as of the qualifying deadline shall be eligible to be members of the city council.

Sec. 2.02. Election and terms.

(a) The mayor- councilmember and other city councilmembers shall be elected for a term of four (4) years or until their successor is duly elected and qualified as hereinafter provided. Except as provided herein, no person shall be elected as mayor- councilmember or as councilmember for more than two (2) consecutive four (4) year terms of that same councilmember or mayor - member office within a twelve (12) year period. Nevertheless, a Mayor or councilmember may submit qualifications for a third consecutive term, and if no other person qualifies running for such mayor or commission seat at the conclusion of that person's second term, the incumbent may serve for an additional four-year term. Additionally, at the conclusion of the 2-terms, a termed-out councilperson may seek the office of mayor and a termed-out mayor may seek the office of councilperson without violating this section, but subject to a new 2-term limit on that different office. The term of any office shall begin on the first regular meeting of the city council following the certification of election results.

(b) Except where a mayor or councilmember has resigned, been removed or been recalled. they shall continue to hold office until his successor is elected and qualified.

(Ord. No. 08-2022, § 3(Exh. A), 8-8-2022, election of 11-8-2022)

Sec. 2.03. Compensation of council.

The mayor and other members of the city council shall each receive monthly compensation as established by ordinance. The mayor's compensation shall be not less than 25% greater than the councilmembers' compensation to reflect additional time necessary for the mayor's duties.

(Ord. No. 02-19, § 3A.(Exh. A), 6-24-2019)

Sec. 2.04. Mayor.

The office of mayor shall be filled by election by the qualified voters of the City of Avon Park. The mayor shall preside at the meetings of the city council and is to be considered a full member of the council with privilege of debate, motions, and voting. The mayor shall be recognized as head of the city government for service of process, all ceremonial purposes and shall, when directed to do so by the council, execute all instruments to which the city is a party, unless otherwise provided by this Charter or by ordinance, but shall have no regular administrative duties nor veto power.

The city council shall elect a deputy mayor from among its members, who shall act as mayor during the temporary absence or disability of the mayor and, if a vacancy occurs, shall become mayor for the completion of the unexpired term, and their council seat shall become vacant and filled as provided in section 2.07. In the temporary absence of the mayor and deputy mayor the remaining councilmembers shall select a mayor pro tempore. In the event that there is a vacancy in both the mayor and deputy mayor positions, then the council shall select a mayor to serve in that capacity until the next election. A mayor pro tempore or deputy mayor designate may refuse such office, or once in office may resign from such office and remain on the council as a member during their term of office as councilperson.

Sec. 2.05. General powers of city council.

All powers of the city shall be vested in the city council except those powers specifically given to the appointed officers by this Charter or specifically reserved by this Charter to the electors of the city.

Sec. 2.06. Limitation on powers of city council and councilmembers.

(a) Neither the council nor any of its members including the mayor, individually or collectively, shall, in any manner, dictate the appointment or removal of any city department heads or employees whom the manager or any of the manager's subordinates are empowered to appoint, however, councilmembers may, at an open meeting, express their views and fully and freely discuss with the manager, anything pertaining to appointment and removal of such officers and employees, including possible removal.

(b) Except for the purpose of evaluation and information, the city council and its members shall deal with city employees who are subject to the direction and supervision of the city manager solely through the city manager, and neither the city council nor any of its members shall give orders to any such employee, either publicly or privately, directly or indirectly. Nothing in the foregoing is to be construed to prohibit individual members of the city council from scrutinizing all aspects of city government operations by questions of employees and officers or personal observation of city business, meetings and other activities, where such questions and observations do not substantially disrupt city business, so as to obtain independent information to assist the city council members in the formulation of sound policies to be considered by the council. However, it is the expressed intention hereof that any recommendations for improvement in city operations by individual councilmembers be made to and through the city manager and questioning of officers and employees is not done in a manner that undermines the authority of the City Manager or the Manager's subordinates.

(c) Any violation of a provision of this section by a member of the city commission may constitute grounds for removal from office by recall in accordance with Florida law.

(Ord. No. 02-19, § 3A.(Exh. A), 6-24-2019)

Sec. 2.07. Vacancies, filling of vacancies.

(a) *Vacancies.* The office of councilmember shall become vacant in accordance with general law or may become vacant by majority vote of the council if a councilmember is absent from four consecutive regular council meetings without being excused by council prior to the fourth consecutive absence.

(b) *Filling of vacancies.* A vacancy on the council, except the mayor's seat, shall be filled by a majority vote of the remaining members of the council, unless at the time of the vacancy there is less than six months remaining before the next regular election of city councilmembers, in which case the council shall have the discretion to leave the seat vacant until the next regular election of city councilmembers. Any person appointed by the council to fill a vacancy shall hold office until the next regular election of city councilmembers. A person then elected to fill that vacancy shall serve the remaining term of that vacant seat. If at any time the membership of the council is reduced to less than a quorum, the remaining member or members may by majority vote appoint additional members in conformity with this section or shall call for a special election to be held; or failing to agree on new members within thirty (30) days of losing a quorum, the Clerk shall set a date for a special election to be held, within 60 days from the date of the vacancy which reduced the council to less than a quorum or such subsequent date as soon as elections may reasonably be held. In the event that all seats on the council become vacant, the governor shall appoint an interim council which shall serve until the next regular election.

Sec. 2.08. City council meetings.

(a) *Time and place.* The council shall meet regularly at least once a month at such times and places as the council may prescribe by ordinance. Special meetings may be held at the call of the mayor, or, in the mayor's absence at the call of the deputy mayor, or at the request of a majority of the councilmembers; and, except in emergencies, shall provide for not less than 48 hours of notice to each member and the public. The first regular meeting of the council after each election has been certified shall be an organizational meeting scheduled by the City Clerk. At this organizational meeting the newly-elected councilmembers shall be inducted into office, and the deputy mayor shall be chosen.

(b) *Quorum.* A majority of the full council shall constitute a quorum. No action of the council, except as provided in section 2.07, shall be valid unless adopted by the affirmative vote of a majority of members of the council present.

(c) *Voting.* Voting on ordinances and resolutions shall be by roll call and shall be recorded by the city clerk.

(d) *Rules.* The council shall determine its own rules and order of business.

ARTICLE III. CITY OFFICERS

Sec. 3.01. Designation.

The city council members, mayor, city manager, and city attorney are the officers of the city government.

Sec. 3.02. Appointment.

The city manager and city attorney shall be appointed by the council and shall serve at the pleasure of the council subject to the provisions of section 3.03 of this article.

Sec. 3.03. Removal.

An affirmative vote by not less than three (3) members of the council at any meeting shall be required to remove the city manager or city attorney.

Sec. 3.04. City manager—Powers and duties.

(a) *Employees and Employment.* The city manager when necessary shall hire, suspend, demote, or dismiss any city employee under the manager's jurisdiction in accordance with law and the personnel rules approved by resolution of the council, and may authorize any department head to exercise these powers with respect to subordinates in that department.

(b) *Departments.* Except for the Police and Fire Departments, the existence of which shall be the sole purview of the city council, the city manager shall create and discontinue any department or division in the city administration that the city manager deems necessary for the good of the city. The city manager shall approve no employment agreements, nor commit the city to any special terms of employment.

(c) *Administrative Head of City.* The city manager shall be the administrative head of the city and shall direct and supervise the administration of all departments of the city except the office of city attorney and shall attend all council meetings unless excused by council and shall have the right to take part in discussions, but not vote.

(d) *Enforcement of City Laws.* The city manager shall see that all laws, Charter provisions, ordinances, resolutions, and other acts of the council subject to enforcement by the city manager are faithfully executed and shall act as the city's director of emergency management with all of the authority of that position either granted by the city's emergency management plan, the city council, general city code, or state law.

(e) *Budgeting and Finance.* The city manager shall prepare and submit for approval the annual budget, budget message, and capital program to the council, and shall keep the council fully advised as to the financial condition and future needs of the city and shall make such recommendations to the council concerning the affairs of the city as the manager deems appropriate. The city manager shall approve no expenditures nor commit the city to expenditures or contingency expenditures not authorized by ordinance, resolution, or vote of the council.

(f) *Continuity of Office.* The city manager shall designate a city employee as assistant city manager to exercise the powers and perform the duties of acting city manager during any temporary absence or disability of the city manager, or such period between the time when the office of city manager becomes vacant and when an interim city manager or city manager is appointed by the council. Such manager designation shall be subject to the approval of the Council. The council shall appoint a city manager or an interim city manager within a reasonable time of the office of city manager becoming vacant.

(Ord. No. 02-19, § 3A.(Exh. A), 6-24-2019)

Sec. 3.05. City clerk—Powers and duties.

The city clerk shall give notice of all city meetings to the councilmembers and the public as required by law and shall attend all such meetings in person or by a city manager designee and shall keep minutes of the proceedings. The city clerk shall authenticate by signature and shall be custodian of this Charter, all ordinances, resolutions, and other city documents and shall perform such other duties as required by law or by the council. The city clerk shall be the supervisor of elections for the city.

Sec. 3.06. City attorney—Powers and duties.

The city attorney shall be a member of the Florida Bar and shall be the legal advisor to the City of Avon Park. The city attorney or assistant city attorney shall attend all city council meetings unless excused, and shall perform such professional duties as may be required by law or by the council. The city attorney when necessary shall appoint, suspend, demote, or dismiss any employee in the office of the city attorney in accordance with law and the personnel rules of the city. The city attorney shall prepare an annual budget for the operation of the office of the city attorney and shall submit this budget to the city manager for inclusion in the annual city budget in accordance with uniform city procedures. If a private attorney is retained to serve as city attorney by contract, the manager or designee shall prepare the budget for legal expenses.

Sec. 3.07. Employment contracts.

Only the city council is authorized to provide employment contracts to any person. Such contracts shall be drafted by the city attorney or other attorney approved to do so by the council and may be offered to prospective officers, department heads and key employees if the circumstances justify it, but shall not be provided to officers, department heads and employees already in the city's employ. Any employment contract providing more than two (2) months of severance or terminating in more than five (5) years must be approved by a vote of not less than four (4) councilmembers.

(Ord. No. 02-19, § 3A.(Exh. A), 6-24-2019)

ARTICLE IV. ELECTIONS

Sec. 4.01. Electors.

Any person who is a resident of the city who has qualified as an elector of this state, and who registers in the manner prescribed by law, shall be an elector of the city.

Sec. 4.02. Nonpartisan elections.

All elections for the office of city councilmember shall be conducted on a nonpartisan basis without any designation of political party affiliation.

Sec. 4.03. Qualifying.

Candidates for office of city councilmember shall qualify by filing a written notice of candidacy with the city clerk at such time and in such manner as may be prescribed by ordinance and state statutes. All persons seeking to qualify as candidates for election to the office of mayor or city council must be a legally qualified elector of the City, and must have maintained residency in the City for at least the one year immediately prior to the date of qualification for office, and must maintain city elector status and physical residency in the city throughout their candidacy and term(s) of office.

(Ord. No. 02-19, § 3A.(Exh. A), 6-24-2019)

Sec. 4.04. Form of ballots.

The city council shall prescribe the form of the ballot by ordinance including the method of listing candidates for city council election.

Sec. 4.05. Schedule, notice and conduct of elections.

(a) The government of said city shall be vested in a city council including a mayor-councilperson, to be called the "City Council of the City of Avon Park," consisting of five (5) members, elected from the City at large, whose terms of office shall be fixed as hereinafter provided and whose compensation shall be fixed by ordinance and shall not be changed during their terms of office. The term of city councilmembers and mayor-councilperson shall be four (4) years. Regular elections shall be held on a date and time coinciding with national elections.

(b) All elections shall be resolved by the candidates with the greatest number of votes being awarded the seat(s) open for election. No election shall be required to be held if the number of vacancies to be filled at the election is equal to or greater than the number of duly qualified candidates for the open seats.

(c) One (1) city elector shall be elected as mayor - councilmember at the regular election along with one (1) other councilmember every fourth year commencing with the election of the mayor's seat and one councilmember seat in November, 2022. The remaining three (3) councilmember seats previously elected in November 2021 shall be elected every fourth year commencing with the election of the three (3) councilmember seats at the elections of November, 2024. In the event any or all of the three (3) city councilmembers not standing for election during the years when the mayor -councilperson candidate shall be elected should choose to run for said position, then and in that event, they shall submit their resignation from the city council effective not less than ten (10) days prior to the first day of qualifying for the office of mayor-councilperson, and the(ir) seat(s) shall be declared vacant for purposes of the regular election. In the event of such vacancies created by the resign to run requirement above, the vacancy(ies) shall be filled for the period up to the election, by appointment by the remaining member(s) of the Council, and the next highest vote-getter(s) in said election shall occupy said seat(s) for the unexpired portion of their term, with the candidates receiving the greatest number of votes receiving the seats with the longest remaining terms.

(d) Referendums shall be conducted as provided by state law and city ordinances.

(Ord. No. 08-2022, § 3(Exh. A), 8-8-2022, election of 11-8-2022)

Sec. 4.06. City canvassing board.

The city canvassing board shall be composed of the councilmembers not running for office in that election, and any other person appointed by the council to serve at that election cycle such that the canvassing board has not less than three (3) nor more than five (5) members. In the event that less than three (3) members appear at the appointed time and place for canvassing, the city clerk, city attorney or city manager may serve as an alternate. The board shall meet at a place and time designated by the County Supervisor of Elections or otherwise in accordance with law and this Charter, and shall proceed to publicly canvass the absentee electors' ballots and then publicly canvass the vote as shown by the returns then on file in the office of the County Supervisor of Elections. The board shall prepare and sign a certificate containing the total number of votes cast for each person or other measure voted on. The certificate shall be placed on file with the city clerk.

Sec. 4.07. [When councilmembers assume office.]

The councilmembers elected shall assume their respective offices at the first regular meeting of the council after the results of each election have been certified.

Sec. 4.08. Recall.

Any member of the city council may be removed from office by the electors of the city following the procedures for recall established by general law. Procedures not inconsistent with state law may be established by ordinance.

ARTICLE V. GENERAL PROVISIONS

Sec. 5.01. Charter amendments.

This Charter may be amended in accordance with the provisions for charter amendments as provided by law. The form, content, and certification of any petition to amend shall be established by ordinance.

Sec. 5.02. Oath of officers.

After election or appointment and before taking office each officer of the city shall swear or affirm:

"I do solemnly swear (or affirm) that I will support, honor, protect, and defend the Constitution and government of the United States and of the State of Florida; that I am duly qualified to hold office under the Constitution of the State and under the Charter of the City of Avon Park; and that I will well and faithfully perform the duties of (title of office) on which I am now about to enter so help me God."

Sec. 5.03. Budget adoption.

The council shall adopt an annual budget for the city by ordinance or resolution as provided by city code before October 1 of each year, or otherwise in accordance with state statutes. An ordinance or resolution adopting an annual budget shall constitute appropriations of the amounts specified as expenditures from the funds indicated and shall constitute a levy of the property tax proposed.

(Ord. No. 02-19, § 3A.(Exh. A), 6-24-2019)

Sec. 5.04. Reserved.

Ord. No. 02-19, § 3A.(Exh. A), adopted June 24, 2019, repealed § 5.04, which pertained to investigations and derived from Ord. No. 22-13, § 2(Exh. A), November 25, 2013.

Sec. 5.05. Pending matters.

No rights, claims, actions, contracts, or legal or administrative proceedings existing on the effective date of this Charter and involving the city shall be affected by the adoption of this Charter, including the number of intoxicating beverage licenses which the city may be presently allowed by law.

Sec. 5.06. Severability.

If any section, paragraph, subdivision, clause, sentence, or provision of this Charter shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate, or nullify the remainder of this Charter, but the effect thereof shall be confined to the section, paragraph, subdivision, clause, sentence, or provision immediately involved in the controversy in which such judgment or decree shall be rendered, unless it clearly appears that such other part is wholly or necessarily dependent for its operation upon the part held to be unconstitutional or invalid.

Sec. 5.07. Effective date.

This Charter shall become effective immediately upon passage.

ARTICLE VI. GENERAL; TRANSITION SCHEDULE

Sec. 6.01. Repeal of former charter provisions.

All Charter provisions in effect prior to the effective date of this Charter are deleted or relocated as provided herein; however, the city government shall continue to have perpetual existence without interruption under the provisions of this new Charter.

Sec. 6.02. Ordinances and resolutions preserved.

All ordinances and resolutions in force on the effective date of this Charter, to the extent not inconsistent with it, shall remain in force until repealed or amended.

Sec. 6.03. Continuation in office.

Councilmembers shall continue to hold their offices for the term to which they were elected or appointed and to discharge their duties until their successors take office. The election for their respective seats shall continue as presently scheduled.

Sec. 6.04. Transition schedule removed by ordinance.

After adoption of this Charter and the conclusion of transition events, the transition title above and this Article may be removed by ordinance without any effect on the transition or any other provision of this Charter.

APPENDIX A. DESCRIPTION OF CORPORATE BOUNDARY

Legal Description For City Limits City of Avon Park
10/15/13
Sherco Proj #22332814

Beginning at the SW corner of Lot 11, Block 4, Section 23, Township 33 South, Range 28 East and run North to the SW corner of Lot 6, Block 4, Section 23; thence East to the SE corner of Lot 6, Block 4, Section 23; thence West to the NW corner of Lot 3, Block 4; thence North to the SW corner of Lot 11, Block 1, Section 23; thence East to the SE corner of Lot 11, Block 1; thence North to the NE corner of Lot 11, Block 1; thence West to the SE corner

of Lot 8, Block 2, Section 23; thence North to the SW corner of Lot 3, Block 10, Section 14; thence West to the SE corner of Lot 4, Block 12, Section 14; thence North to the NE corner of Lot 4, Block 12; thence West to the NW corner of Lot 3, Block 12, Section 14; thence North along the West line of Block 12 to the NW corner of Block 12, Section 14; thence West to the SW corner of Lot 3, Block 8, Section 15; thence North along the West boundary of Block 8 and 1 to a point 25 feet North of the North line of Section 15; thence East along the North right-of-way line of County Road 17A for 1,652 feet more or less; thence N00°21'40"W for 637.53 feet; thence N89°07'38"E for 332.18 feet; thence N00°08'16"W for 200 feet more or less to the shoreline of Lake Pioneer; thence meander said shoreline in a Northwesterly then Northeasterly direction to the intersection with the East line of Lot 14, Block 2, Section 11; thence North along the East line of Lots 14 and 11 to the NE corner of Lot 11, Block 2, Section 11; thence West along the North line of Lots 11 and 12 to the NW corner of Lot 12, Block 2; said point lying on the Section line common to Sections 10 and 11, Township 33 South, Range 28 East; thence South on said common line for 590 feet more or less; thence S89°48'27"W for 871.09 feet, Section 10; thence S00°24'00"E for 2,908.44 feet; thence N90°00'00"W for 901.28 feet to the intersection with the East right-of-way line of the abandoned railroad; thence S02°05'52"W, along said abandoned railroad, 473.57 feet; thence N90°00'00"W for 130 feet to the West right-of-way line of said abandoned railroad; thence N02°05'52"E, along the Westerly right-of-way of said railroad, for 825 feet more or less; thence West to a point lying 100 feet East, as measured at right angles, to the East right-of-way of the C.S.X. railroad; thence following said railroad, 100 feet East of a parallel to along a curve concave to the West to a point lying 80 feet East of the East right-of-way line of Gaster Road; thence North on a line 80 feet East of a parallel to the East right-of-way line of Gaster Road to the intersection of the South line of Lake Damon Villas South No. 1; thence East along said South line to the intersection with the West right-of-way line of the abandoned railroad; thence N02°09'11"E along the East boundaries of Lake Damon Villas South No. 1, 2, 3, 4 and a portion of 5, for 816.32 feet to the Point of Curvature of a curve concave to the Southeast; thence along said curve, to the right, and having for its elements a radius of 45.24 feet, central angle of 87°56'00", chord bearing of N46°07'24"E, chord length of 62.81 feet along the arc for 49.43 feet; thence S89°54'48"E for 71.44 feet; thence N02°06'40"E, 15' West of and parallel to the East right-of way line of the abandoned railroad, for 1,282.85 feet to the Northeasterly corner of Tract D of TWIN LAKES SUBDIVISION, PB 16, Pg. 80; (the next 4 calls are along the North boundary of said TWIN LAKES SUBDIVISION); thence N78°42'58"W for 151.13 feet to the intersection of a non-tangent curve concave to the Southwest; thence along said curve to the left and having for its elements a radius of 50.00 feet, central angle of 85°34'06", chord bearing of N31°30'01"W, chord length of 67.92 feet, along the arc for 74.67 feet to the beginning of a non-tangent line; thence N15°42'56"E for 55.59 feet; thence N40°39'16"W for 271 feet more or less to the shoreline of Lake Damon; thence Southwesterly along the shoreline of Lake Damon for 912 feet more or less to the intersection of the East line of the West 134.7 feet of the East ½ of Section 10, Township 33 South, Range 28 East; thence S00°13'38"E, along the East line of said West 134.7 feet to the East ½ of Section 10, for 441 feet more or less to the NE corner of TRACT "B", TWIN LAKES SUBDIVISION; thence N89°21'32"W for 114.70 feet to the East right-of-way line of Gaster Road, a 40' wide right-of-way; thence S00°03'36"E, along said East right-of-way line, for 1,185.33 feet; thence N89°48'06"W, crossing Gaster Road and along the North line of Grand Oaks on Lake Damon recorded in Plat Book 16, Page 85 for 364.68 feet to a point; thence N00°08'57"W, still along said Grand Oaks on Lake Damon, for 1050 feet more or less to the ordinary high water line of Lake Damon; thence following said ordinary high water line in a Westerly then Northwesterly direction 1260 feet more or less to the intersection of the North line of Lot X of said E.D. & C.E. Putney Subdivision; thence N89°35'14"W, along said North line of Lot X, for 67 feet more or less to a point on the East line of a 15 foot easement per O.R. Book 896, Page 930; thence S00°16'24"W, along said East line for 84.10 feet; thence S49°26'22"E for 65.51 feet; thence N70°32'17"E for 88.94 feet; thence N50°59'08"E for 51.45 feet; thence S74°20'52"E for 73.72 feet; thence S07°23'53"E for 155.57 feet; thence S54°46'16"W for 93.20 feet; thence S87°03'39"W for 334.92 feet to the East right-of-way line of U.S. Highway 27; thence S00°03'39"W, along said East right-of-way, for 345.72 feet; thence S89°50'21"E for 167 feet; thence S00°03'39"W for 118 feet; thence S89°50'21"E for 228.09 feet; thence S00°03'39"W for 200 feet; thence S89°50'21"E for 198 feet to the East line of said Lot X, thence S00°03'39"W, along said West line of Lot X and crossing C.R. 17-A, for 319 feet to a point 20 feet

North of the North line of Section 15; thence in a Westerly direction, 20 feet North of and parallel to the North line of said Section 15 and a portion of Section 16 to the intersection of the West right-of-way line of the road lying between 125 and 126, LAKEWOOD VILLA AND ADDITION as recorded in Plat Book 1, Page 6 of the Public Records of Highlands County; thence North, along the West right-of-way line of said road to the Northeasterly corner of Lot 125; thence running along the Easterly line of Lots 125, 124, 121, un-numbered Lot, 282, 281, 280, 279, 278 and 113 to the Northeast corner of said Lot 113; thence West along the North line of Lots 113 and 100 to the Northwest corner of said Lot 100; thence in a Southerly direction, along the West boundary of Lots 100 through 112 and continuing South to the intersection with the South right-of-way of Stryker Road; thence run West along said South right-of-way line for 7920 feet more or less to the intersection with the East right-of-way line of Olivia Drive; thence South, along said East right-of-way line, for 5220 feet more or less to the intersection with the North right-of-way line of Taunton Road; thence N89°58'53"E, along said right-of-way line for 216.55 feet; thence N00°01'07"W for 315.00 feet; thence N89°58'53"E for 325.00 feet; thence S00°01'07"E for 315.00 feet to said North right-of-way line of Taunton Road; thence along said right-of-way line for 9,369.5 feet more or less to the line common to Lots 7 and 13, Pittsburg Florida Fruit Growers Association of Section 16, Township 33 South, Range 28 East and recorded in Plat Book 1, Page 5 of the Public Records of Highlands County, Florida; thence South along the East right-of-way line of Hart Avenue to the intersection with the centerline of Lagrange Street (now closed); thence West along said centerline of 60 feet to the Westerly right-of-way line of Hart Street; thence South, along said West right-of-way line to a point on the South right-of-way line of Cornell Street, a point 30 feet South of the South line of Section 21, Township 33 South, Range 28 East; thence West along the South line of Cornell Street to the intersection with the West right-of way line of Self Avenue; thence North, along said West right-of-way line, to the North right-of-way line, to the North right-of-way line of Pine Street; thence West along said North line to the intersection with the West line of the East ½ of Lot 2, Block 21, TOWN OF AVON PARK in Section 21, Township 33 South, Range 28 East; thence North along said West line to a point 20 feet North of the North line of said Lot 2; thence West along the East-West Quarter Section line of Section 21 and into Section 22 to the intersection with the Northerly extension of the East line of Lot 6, Block 1, Oak Park Subdivision as recorded in Plat Book 1, Page 106 of the Public Records of Highlands County, Florida; thence South along the East lines of Lots 6 and 19, Block 1 to the Southeast corner of Lot 6, Block 2 of said Oak Park Subdivision; thence West, along the South line of said Lot 6 to the Southwest corner of Lot 6; thence North, along the West line of Lot 6, Block 2, Lots 19 & 6, Block 1 to the Northwest corner of Lot 6, Block 1; thence West, along the North lines of said Block 1 and Block 11 to the Northeast corner of Lot 5, Block 11, Oak Park Subdivision; thence South, along the East line of said Lot 5, to the Southeast corner of said Lot 5; thence West along the South line of Lots 5, 8, 9 and 10, Block 11 to the Southwest corner of said Lot 10; thence North along the West line of Lot 10 to the Northwest corner of Lot 10; thence West to the intersection of the Southerly extension of the centerline of Childs Avenue; thence North, along said centerline to the Southerly right-of-way line of State Road No. 64; thence Westerly, along said Southerly right-of-way to the West line of the East 14 feet of Lot 3, Block C, WEST AP-MAHAN SYNDICATE as recorded in Plat Book 2, Page 68A of the Public Records of Highlands County, Florida; thence South, 14 feet West of and parallel to the East line of Lot 3, Block C crossing Beckett Street and continuing South 14 feet West of and parallel to Lot 3, Block F and extending to the East-West Quarter section line of Section 20, Township 33 South, Range 28 East; thence West to the intersection with the Southern extension of the East line of Lot 1, Block E; thence North along the East line of said Lot 1, Block E crossing Beckett Street and continuing along the East line of Lot 1, Block D to the intersection of the South right-of-way line of State Road No. 64; thence along the South right-of-way line in a Westerly direction to the intersection of the West line of the East 10 feet of Lot 13, Block D; thence South, along the West line of the East 10 feet of said Lot 13, Block D to the Southwest corner of the East 10 feet of said Lot 13, Block D; thence in a Southerly direction, crossing Beckett Street to the Northwest corner of the East 13 feet of Lot 13, Block E; thence South, along the West line of the East 13 feet of Lot 13, Block E to the intersection with said East-West Quarter Section line; thence West along said East-West Quarter Section line to the Northwest corner of Lot 4, Block 4, TOWN OF AVON PARK, in Section 20, Township 33 South, Range 28 East; thence South along the West line of said Lot 4, Block 4 to the Southwest corner of Lot 4, Block 4; thence East, along the South line of Lots 4 and 3, Block 4,

to the Southeast corner of said Lot 3; thence in a Southerly direction following the West boundary of the E½ of the SE¼ of said Section 20 (further described as being the centerline of an unnamed street) to the point of intersection with the centerline of Block 19 extended Westerly; thence Easterly along the centerline of Block 19 to the Northeast corner of Lot 21, Block 19; thence in a Southerly direction to the Southeast corner of said Lot 21, Block 19; thence Westerly, along the Southerly boundary of Block 19 to the intersection with the Westerly boundary of the E½ of the SE¼ of Section 20 (being the centerline of unnamed road); thence in a Southerly direction following the Westerly boundary of the E½ of the SE¼ to the intersection with the South boundary of Section 20; thence East to the intersection with a line extended North from the NW corner of Lot 12, Block 1, OAK RIDGE SUBDIVISION as recorded in Plat Book 1, Page 107; thence in a Southerly direction along the Westerly boundary of Blocks 1, 2 and 3 of said OAK RIDGE SUBDIVISION to the SW corner of Lot 12, Block 3; thence Easterly to the SE corner of Lot 11, Block 3; thence in a Southerly direction to the SE corner of Lot 14, Block 3; thence Easterly to the SE corner of Block 3, OAK RIDGE SUBDIVISION thence continue East to the intersection with the East line of Section 29, Township 33 South, Range 28 East; thence North along said East line of Section 29, for 57.29 feet; thence N45°06'43"E, into Section 28, for 1,013.24 feet to the intersection with the North line of said Section 28, said point being 718.15 feet East of the NW corner of said Section 28; thence East, along the North line of said Section 28, for 1280.43 feet, said point being 325.92 feet West of the NW corner of the NE¼ of said Section 28; thence S45°25'18"E for 460.49 feet; thence N00°22'04"W for 71.50 feet; thence N89°54'42"E for 661.47 feet; thence S00°21'00"E for 251.62 feet; thence N89°34'00"E for 641.40 feet; thence S00°21'00"E for 151.68 feet; thence S89°59'25"E for 30.80 feet; thence S00°08'38"E for 1323.16 feet to the South line of the N½ of the SE¼ of the NE¼ of Section 28, Township 33 South, Range 28 East; thence S89°58'15"E, along said South line of the N½ of the SE¼ of the NE¼ to the intersection of the West line of Government Lot 4 in Section 27, Township 33 South, Range 28 East; thence South along the West line of Government Lot 4 to the Southwest corner of Government Lot 4; thence East along the South line of Government Lot 4 to the Southeast corner of the West ½ of Government Lot 4; thence North to the Northeast corner of the West ½ of Government Lot 4, Section 27; thence East to the North corner common to Government Lots 4 and 5; thence South to the Southwest corner of the North ½ of Government Lot 5; thence East to the center of Government Lot 5; thence South along the West line of the East ½ of Government Lot 5 to the Southwest Corner of the East ½ of Government Lot 5; thence East to the Northwest corner of the NE¼ of the SE¼ of Section 27; thence South to the South line of Section 27; thence East along the Section line to the Southeast corner of the SW¼ of the SW¼ of Section 25, Township 33 South, Range 28 East; thence North to the Southeast corner of the NE¼ of the SW¼ of the SW¼ of Section 24; thence West to the Point of Beginning.

AND

(ORB 1821, Pg. 1771)

A portion of Lot 7, Block 9, subdivision of W½ of NE¼, W½ and NE¼ of SE¼ and W½ of Section 28, Township 33 South, Range 28 East as recorded in Transcript Book Page 32 of the Public Records of Highlands County, Florida, together with a portion of Tract 9, a replat of Section 28, Township 33 South, Range 28 East, as recorded in Plat Book 3, Page 63 of the Public Records of Highlands County, Florida, being more particularly described as follows: Commence at the SE corner of the NE¼ of the SE¼ of Section 28, Township 33 South, Range 28 East, Highlands County, Florida, thence N89°53'50"W, along the South line of said NE¼ of the SE¼ for 86.71 feet to a point on the Westerly right-of-way line of U.S. Highway No. 27; thence N00°18'36"W, along said Westerly right-of-way line, 20.00 feet to a point on the South line of Tract 9, a replat of Section 28, Township 33 South, Range 28 East, as recorded in Plat Book 3, Page 63 of the Public Records of Highlands County, Florida, and the Point of Beginning; thence N89°53'50"W, along said South line of Tract 9, for 600.00 feet; thence N00°01'32"W for 499.20 feet; thence S89°54'21"E for 598.92 feet to the intersection of the West right-of-way line of U.S. Highway No. 27, said line being a curve concave to the East; thence along said right-of-way line, to the left, having for its elements a radius of 34,477.48 feet, central angle of 00°30'57", chord bearing of S00°03'08"E, chord length of 310.40 feet, along the arc

for 310.40 feet; thence S00°18'36"E, still along said West right-of-way line for 188.90 feet to the Point of Beginning. Containing 6.865 acres.

AND

(ORB 1377, Pg. 726)

A portion of Tract 16 of A REPLAT OF H.L. SACHSENMAIER SUBDIVISION OF SECTION 28, TOWNSHIP 33 SOUTH, RANGE 28 EAST, according to the plat thereof recorded in Plat Book 3, at Page 63, of the Public Records of Highlands County, Florida, being more particularly described as follows: Commence at the Northeast corner of said Tract 16; thence run S89°37'11"W for 66.59 feet to the Westerly right-of-way line of U.S. Highway No. 27; thence S00°50'44"E, along said right-of-way line, for 20.00 feet to the Point of Beginning of the following described parcel of land: thence continue S00°50'44"E, still along said Westerly right-of-way line, for 600.00 feet; thence S89°37'11"W for 555.36 feet to the point of curvature of a curve to the right; thence along said curve, having a radius of45.0 feet, central angle of 89°32'05", along the arc for 7032 feet to the point of tangency; thence N00°50'44"W for 530.16 feet to the point of curvature of a curve to the right; thence along said curve having a radius of 25.0 feet and a central angle of 90°27'55" along the arc for 39.47 feet to a point of tangency; said point being 20.0 feet South of the North line of said Tract 16; thence N89°37'11"E 20 feet South of and parallel to the North line of said Tract 16, for 574.80 feet to the Point of Beginning.

TOGETHER WITH

(ORB 1377, Pg. 727)

A non-exclusive easement for ingress, egress, utilities and drainage over:

A portion of Tract 16 of A REPLAT OF H.L. SACHSENMAIER SUBDIVISION OF SECTION 28, TOWNSHIP 33 SOUTH, RANGE 28 EAST, according to the plat thereof recorded in Plat Book 3, at Page 63, of the Public Records of Highlands County, Florida, being more particularly described as follows: Commence at the Northeast corner of said Tract 16; thence S89°37'11"W, along the North line of said Tract 16, for 66.39 feet to the intersection of the West right-of-way line of U.S. Highway 27; thence continue S89°37'11"W along said North line of Tract 16, for 660.00 feet; thence S00°50'44"E for 20.00 feet to Point of Beginning; thence continue S00°50'44"E for 555.85 feet to the point of curvature of a curve concave to the left; thence along said curve that has a radius of 105.00 feet, central angle of 89°32'05", along the arc for 164.08 feet to the point of tangency; thence N89°37'11"E for 555.85 feet to the West right-of-way line of U.S. Highway 27; thence N00°50'44"W, along said right-of-way line, for 60.00 feet; thence S89°37'11"W for 555.36 feet to the point of curvature of a curve to the right; thence along said curve that has a radius of 45.00 feet, central angle of 89°32'05"; along the arc for 70.32 feet to the point of tangency; thence N00°50'44"W for 530.16 feet to the point of curvature of a curve to the right; thence along said curve, that has a radius of 25.00 feet, central angle of 90°27'55", along the arc for 39.47 feet to the point of tangency; thence S89°37'11"W for 85.20 feet to the Point of Beginning.

AND

(ORB 1920, Pg 1352)

The fractional SW¼ of the NW¼ of the SW¼ of Section 27, Township 33 South, Range 28 East, LESS AND EXCEPT the East 178 feet thereof and LESS AND EXCEPT State Road right-of-way and LESS AND EXCEPT road along South boundary called Garrett Road.

AND

(ORB 1913, Pg. 568)

A parcel of land located in the Northwest corner of the NW¼ of the SW¼ of the SW¼ of Section 27, Township 33 South, Range 28 East, Highlands County, Florida, being more particularly described as follows: Commence at the Northwest corner of the NW¼ of the SW¼ of the SW¼ of Section 27, Township 33 South, Range 28 East, Highlands County, Florida; thence N89°52'15"E along the North line of said NW¼, SW¼, SW¼ for 113.30 feet; thence S00°18'36"E for 83.00 feet to the Point of Beginning, said point being on the Easterly right-of-way line of State Road No. 25 (U.S. Highway No. 27); thence S00°18'36"E along said right-of-way line for 260.00 feet; thence N89°52'15"E leaving said right-of-way for 300.00 feet; thence N00°18'36"W for 310.00 feet to the intersection with the South right-of-way line of Garrett Road; thence S89°52'15"W along said South right-of-way line for 283.00 feet; thence S18°29'43"W for 52.76 feet to the Point of Beginning.

AND

(ORB 1954, Pg. 1430)

A portion of the NW¼ of the SW¼ of the SW¼ and the NE¼ of the SW¼ of the SW¼ of Section 27, Township 33 South, Range 28 East, Highlands County, Florida, being more particularly described as follows: Commence at the Northwest corner of the NW¼, SW¼, SW¼ of said Section 27; thence North 89°52'15" East, along the North line of said NW¼, SW¼, SW¼ for 113.30 feet; thence South 00°18'36" East, along the East right-of-way line of U.S. Highway No. 27, for 343.00 feet to the Point of Beginning; thence North 89°52'15" East for 300.00 feet; thence North 00°18'36" West for 310.00 feet to the intersection of the South right-of-way line of Garrett Road as described in Deed Book 138, Page 527 of the Public Records of Highlands County, Florida, thence North 89°52'15" East, along said South right-of-way line for 892.75 feet; thence South 00°00'55" East, along the West right-of-way line of Garrett Road described in Official Records Book 134, Page 98 of the Public Records of Highlands County, Florida, for 571.02 feet; thence South 89°48'31" West for 50.00 feet; thence South 00°00'55" East for 24.00 feet; thence South 89°48'31" West for 240.10 feet; thence South 00°11'29" East for 32.21 feet to the intersection of the South line of said NE¼, SW¼, SW¼; thence South 89°48'31" West, along the South line of said NE¼, SW¼, SW¼ and the South line of said NW¼, SW¼, SW¼, for 899.52 feet to the intersection with the East right-of-way line of U.S. Highway No. 27; thence North 00°18'36" West, along said right-of-way line for 318.52 feet to the Point of Beginning.

AND

(ORB 1837, Pg. 776)

The Southwest ¼ of the Southwest ¼ of the Southwest ¼ of Section 27, Township 33 South, Range28 East, Highlands County, Florida, less right-of-way for U.S. Highway 27 and for Martin Road.

AND

(ORB 1922, Pg. 730)

Lot 11, Lot 12, Lot 13, Lot 14 and Lot 15, in Block 4; Lot 1, Lot 2, Lot 3 and Lot 4 and the North Half of Lot 5, in Block 13; and that parcel shown on the plat thereinafter described as the "Pavillion Lot" lying between Blocks 4 and 13, all in FIRST RESUBDIVISION OF PINECREST LAKES, according to the plat thereof as recorded in Plat Book 3, Pages 7 and 8, of the Public Records of Highlands County, Florida

AND

A portion of PINECREST LAKES SUBDIVISION, as recorded in Plat Book 2, Page 139, of the Public records of Highlands County, Florida, more particularly described as follows: COMMENCE at the Northeast corner of Lot 11 in Block 4, of the above mentioned Pinecrest Lakes Subdivision; run thence South 77°30'50" East a distance of 51.72 feet to the Easterly right-of-way line of Palm Drive, the same being the POINT OF BEGINNING of the following described property; continue thence South 77°30'50" East a distance of 55.32 feet; run thence South 50°10'58"

East a distance of 24.30; run thence South 01°2712" West a distance of 133.32 feet; run thence South 09°16'25" West a distance of 90.35 feet; run thence South 11°03'45" West a distance of 165.45 feet; run thence South 15°27'45" West a distance of 138.75 feet to the Northerly right-of-way line a distance of 122.27 feet to the aforesaid Easterly right-of-way line of Palm Drive; run thence North and East on the ace of a curve to the left, said curve having for its elements a radius of 1126.70 feet and a central angle of 11°31'47" for a distance of 226.73 feet to a point of tangency; run thence North 13°54'15" East for a distance of 181.40 feet to a point of curve to the left, said curve having for its elements a radius of 509.00 feet and a central angle of 15°27'37"; run thence Northerly along the arc of said curve for a distance of 136.40 feet to the POINT OF BEGINNING.

AND

The South 30.00 feet of Lot 11, Block 13, and all of Lot 8, Block 13, of PINECREST LAKES, as per plat recorded in Plat Book 2, Page 139, of the Public Records of Highlands County, Florida, being more particularly described as follows: Begin at the Southeast corner of said Lot 8 and on the West right-of-way line of Holly Shore Drive; thence North 76°59'45" West along the South line of said Lot 8 a distance of 296.70 feet to the Southwest corner of said Lot 8; thence North 18°14'04" East along the West line of said Lot 8 a distance of 98.34 feet to the Southwest corner of said Lot 7; thence North 16°33'19" East along the West line of said Lot 7 a distance of 30.06 feet; thence South 76°59'45" East a distance of 260.82 feet to a point on the West right-of-way line of Holly Shore Drive on a curve concave to the East; thence along said right-of-way line and along said curve to the left and having for its elements a radius of 741.80 feet, a central angle of 7°59'30" and a chord bearing of South 2°10'00" West, an arc distance of 103.47 feet to a point of reverse curvature of a curve concave to the West; thence along said curve to the right and having for its elements a radius of 275.00 feet, a central angle of 5°37'26" and a chord bearing of South 00°58'58" West, an arc distance of 26.99 feet to the POINT OF BEGINNING.

AND

Begin at the intersection of the East right-of-way line of U.S. Highway 27 and the South line of Tract 3, Block 4 of Section 34 of Subdivision of Map of Sections 34, 35 and 36, Township 33 South, Range 28 East, DeSoto County, Florida (which Highlands County was formerly a part) as recorded in Transcript Book Page 12 of the Public Records of Highlands County, Florida; thence East, along the South line of said Tract 3, for 371.88 feet; thence North 100.00 feet; thence East 474.00 feet into Tract 4, Block 4; thence North 430.96 feet; thence East 349.53 feet; thence N36°47'12"E for 51 feet more or less to the shoreline of Lake Lelia; thence meandering said shoreline in a Easterly and Southerly direction for 1833 feet more or less to the intersection of the East line of the West 335 feet of Tract 2, Block 7 of said Transcript Book Page 12; thence South 335 feet East of and parallel to the West line of Tracts 2 and 3, Block 7 and a portion of Tract 2, Block 10 of said plat for 1656 feet more or less to the shoreline of Lake Glenada; thence meandering said shoreline in a Northwesterly and Southwesterly direction for 2374 feet more or less to the intersection with the North right-of-way line of Lake Glenada Road; thence West, along said right-of-way line for 947 feet more or less to the intersection with the East right-of-way line of U.S. Highway 27; thence Northwesterly, along said right-of-way line for 1159 feet more or less returning to the Point of Beginning.

AND

Begin at the Northwest corner of Section 35, Township 33 South, Range 28 East, Highlands County, Florida, also being the Northeast corner of said Section 34; thence S89°06'15"E, along the North boundary of said Section 35, also being the North boundary of said Glenada Hills Subdivision recorded in Plat Book 2, Page 118, a distance of 179.48 feet to the Southwesterly right of way line of a 100 foot CSX Transportation System right of way (formerly Seaboard Air Line Railroad); thence S33°51'15" E, along said right of way line, a distance of 1606.30 feet to the Southeast corner of said Glenada Hills Subdivision, recorded in Plat Book 2, Page 118, also being the Northeast corner of said Glenada Hills Subdivision recorded in Plat Book 2, Page 129; thence continue S33°51'15"E, along said Southwesterly right of way line, a distance of 305.48 feet to the West right of way line of Highlands Avenue (formerly State Road 17-A); thence S00°29'20"W, along said West right of way line, a distance of 1002.97 feet to

the South boundary of Block 21 of said Glenada Hills Subdivision, also being the North right of way line of Baltimore Street South; thence N89°35'07"W, along said North right of way line, a distance of 667.05 feet to the Southeast corner of Lot 38, Block 37 of said Glenada Hills Subdivision, also being the West right of way line of Davis Avenue; thence S00°20'54"W, along said West right of way line, a distance of 220.00 feet to the Northeast corner of Lot 43, Block 36 of said Glenada Hills Subdivision, thence N89°35'07"W, along the North boundary of Lots 43 through 75 of said Block 36, a distance of 648.00 feet; thence S79°49'54"W, along the North boundary of Lots 75 through 81 of said Block 36, a distance of 130.67 feet to the Northwest corner of Lot 81 of said Block 36; thence S00°20'54"W, along the West boundary of said Lot 81 and a Southerly extension thereof, a distance of 155.04 feet to the South boundary of said Glenada Hills Subdivision; thence N89°28'49"W, along said South boundary, a distance of 529.30 feet to a point designated as Reference Point "X"; thence continue N89°28'49"W, along said South boundary, a distance of 90 feet, more or less, to the waters of Lake Glenada; thence Northwesterly, Westerly, and Southwesterly along said waters to the East boundary of the West 335.00 feet of Lot 2, Block 10 of said Subdivision Map of Section 34, 35, and 36, Township 33 South, Range 28 East; thence N00°42'42"E, along said East boundary, a distance of 240.00, more or less, to a point which is N81°13'15"W of the aforementioned Reference Point "X" at a distance of 1633.91 feet; thence continue N00°42'42"E, along the East boundary of the West 335.00 feet of Lot 2, Block 10 and the East boundary of the West 335.00 feet of Lots 2, and 3, Block 7 of said Subdivision Map of Sections 33, 34 and 35, Township 33 South, Range 28 East, a distance of 1416.47 feet to a point on the North boundary of said Lot 2, said point designated as Reference Point "Y"; thence S89°37'57"E, along the North boundary of Lot 2 of said Block 7, a distance of 38.00 feet, more or less; to the waters of Lake Lelia; thence Southeasterly, Easterly, Northeasterly, and Northerly along said waters to the North boundary of said Section 34, also being the North boundary of said Glenada Hills Subdivision, recorded in Plat Book 2, Page 118; thence S89°45'29"E, along said North boundary, a distance of 145.00 feet, more or less, to a point which is N 60°06'21"E of the aforementioned Reference Point "Y" at a distance of 2631.77 feet; thence continue S89°45'29"E, along said North boundary, a distance of 54.83 feet to the Point of Beginning.

LESS AND EXCEPT, HRS CLUSTER:

A portion of NE¼ of Section 34, Township 33 South, Range 28 East, Highlands County, Florida, more particularly described as follows: Commence at the S.E. Corner of the NE¼ said Section 34; thence N00°13'09"E along the East line of said Section a distance of 177.59 feet; thence run N88°35'03"W, a distance of 321.36 feet to a point of tangency on the centerline, of an existing road and the Point of Beginning; thence continue N88°35'03"W along said centerline a distance of 638.94 feet to a point on the East bank of a ditch; thence along said bank N09°34'20"W, a distance of 107.98 feet; thence N20°09'55"E, a distance of 191.72 feet; thence N23°45'14"E, a distance of 151.96 feet; thence N14°11'27"E, a distance of 73.72 feet; thence leaving said bank run S88°35'03"E, a distance of 523.84 feet; thence S01°24'57"W, a distance of 500 feet to the Point of Beginning. Subject to the South 40 feet for road purposes.

Containing 6.32 acres, more or less.

LESS AND EXCEPT ALSO, ASSOCIATION OF RETARDED CITIZENS:

A portion of the NW¼ of the SW¼ and SW¼ of the NW¼ of Section 35, Township 33 South, Range 28 East and the NE¼ of the SE¼ and SE¼ of the NE¼ of Section 34, Township 33 South, Range 28 East, Highlands County, Florida, more particularly described as follows: Commencing at the SW corner of Section 35, Township 33 South, Range 28 East; thence run N00°10'18"E 2498.39 feet along the West section line of said Section 35 to the Point of Beginning; thence run S89°51'50"E 612.62 feet to a point being the SE corner of Lot 42, Block 36 of Glenada Hills Subdivision as recorded in Plat Book 2, Page 129 of the Public Records of Highlands County; thence N00°05'30"W 220.00 feet to the SE corner of Lot 38, Block 37; thence run S89°51'50"E 516.90 feet to a point, also being 150.00 feet west of the west right-of-way line of South Highlands Avenue (SR 17A); thence run N00°02'20"E and parallel to South Highlands Avenue 157.99 feet to a point which is 40.00 feet south of the centerline of A.R.C. Road; thence

run N89°43'10"W 1001.79 feet parallel to and 40.00 feet south of centerline of said A.R.C. Road to a point of curvature of a curve to the left having a central angle of 21°27'13" and radius of 596.62; thence run westerly along the arc of said curve 127.13 feet to the west section line of Section 35 continue to run westerly in Section 34 on the arc of said curve a distance of 96.27 feet to a point of tangency and the end of said curve; thence run S68°49'37"W 32.74 feet to a point of curvature of a curve to the right having a central angle of 22°35'20" and radius of 517.46 feet; thence run westerly 204.01 feet along the arc of said curve to a point of tangency, said point being 40.00 feet south of A.R.C. Road centerline, thence run N88°35'03"W 645.39 feet parallel to and 40.00 feet south of the centerline of A.R.C. Road, said point is also the centerline of a 20.00 foot ditch; thence run S06°28'53"E 277.93 feet down the centerline of said ditch; thence run down the centerline S18°06'10"E 212.38 feet said point is the end of 20.00 foot ditch and centerline of Dallas Street as recorded in Plat Book 2, Page 129; thence run S89°55'00"E along the centerline of Dallas Street a distance of 700.46 feet; thence run N00°05'00"E 146.00 feet; thence run N79°52'27"E 135.40 feet; thence run S89°55'00"E 35.00 feet to the Point of Beginning, said point is the east line of said Section 34, Township 33 South, Range 28 East, containing 17.00 acres, and being subject to dedicated streets of record as shown on the plat of Glenada Hills and recorded in Plat Book 2, Page 129, Public Records of Highlands County, Florida.

CITY OF AVON PARK, FLORIDA

FINANCIAL STATEMENTS AND SUPPLEMENTARY INFORMATION

YEAR ENDED SEPTEMBER 30, 2023

CPAs | CONSULTANTS | WEALTH ADVISORS

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CITY OF AVON PARK, FLORIDA
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INDEPENDENT AUDITORS' REPORT

Honorable Mayor and
Members of the City Council
City of Avon Park, Florida

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Avon Park, Florida (the City), as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, based on our audit and the report of the other auditors, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City, as of September 30, 2023, and the respective changes in financial position, and, where applicable, cash flows thereof and the respective budgetary comparison for the General Fund, Infrastructure Fund, CRA Fund, and CDBG Fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

We did not audit the financial statements of the Firefighters' pension trust fund, which represent 54%, 58%, and 61%, respectively, of the assets, net position, and revenues of the aggregate remaining fund information as of September 30, 2023. Those statements were audited by other auditors whose report has been furnished to us, and our opinion, insofar as it relates to the amounts included for the Firefighters' pension trust fund, is based solely on the report of the other auditors.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

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Honorable Mayor and
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City of Avon Park, Florida

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for 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.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit 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 City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, information on other postemployment benefits, and information on pension benefits be presented to supplement the basic financial statements. Such information is the responsibility of management and, 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 and the other auditors have applied certain limited procedures to the required supplementary information in accordance with GAAS, 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.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The combining and individual fund financial statements and schedule of expenditures of federal awards, as required by Title 2 *U.S. Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with GAAS by us and other auditors. In our opinion, the combining and individual fund statements and the schedule of expenditures of federal awards are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Honorable Mayor and
Members of the City Council
City of Avon Park, Florida

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated September 20, 2024, on our consideration of the City'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 City'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 City's internal control over financial reporting and compliance.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Sebring, Florida
September 20, 2024

MANAGEMENT'S DISCUSSION AND ANALYSIS

The management of the City of Avon Park (the City) offers this narrative overview and analysis of the financial activities of the City for the fiscal year ended September 30, 2023.

FINANCIAL HIGHLIGHTS

- The City's assets and deferred outflows exceeded its liabilities and deferred inflows at the close of the fiscal year by $67.1 million (net position). Of this amount, $37.2 million represented the City's net investment in capital assets, and $11.0 million was restricted by laws or capital projects. The remaining $18.9 million (unrestricted net position) may be used to meet the City's ongoing obligations to citizens and creditors.
- The City's net position increased $5.7 million from its current year activity, of which $4.3 million was an increase from governmental activities, and $1.4 was an increase from business-type activities.
- As of September 30, 2023, the City reported combined governmental ending fund balances of $20.4 million, an increase of $4.2 million from the prior year. In addition, the City reported a combined proprietary fund net position of $39.7 million, an increase of $1.4 million from the prior year.
- On September 30, 2023, unassigned fund balance (the City's Reserves) for the general fund was $10.0 million, or 131% of total general fund expenditures compared to 100% in the prior year. By policy, the City is only required to keep reserves of 20%.

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis are intended to serve as an introduction to the City's basic financial statements. The City's basic financial statements comprise three components: 1) Government-wide Financial Statements; 2) Fund Financial Statements; and 3) Notes to Financial Statements. This report also contains other supplementary information in addition to the basic financial statements.

Government-wide Financial Statements. The government-wide financial statements are designed to provide readers with a broad overview of the City's finances in a manner similar to private-sector businesses.

The statement of net position presents information on all the City's assets, deferred outflows of resources, liabilities, and deferred inflows of resources, with the difference reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses reported in this statement for some items may result in cash flows for future fiscal periods.

Both government-wide financial statements distinguish functions of the City principally supported by taxes and intergovernmental revenues (governmental activities) from other functions intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). Governmental activities of the City include general government, public safety, transportation, culture and recreation, and economic environment. Business-type activities of the City include water and sewer, airport, and solid waste activities.

The government-wide financial statements can be found by referencing the table of contents of this report.

Fund Financial Statements. A *fund* is a grouping of related accounts used to maintain control over resources segregated for specific activities or objectives. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance related legal requirements. All of the funds of the City can be divided into three categories: Governmental Funds, Proprietary Funds, and Fiduciary Funds.

Governmental Funds. *Governmental funds* are used to account for essentially the same functions reported as *governmental activities* in the government-wide financial statements. However, unlike government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on the balance 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. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities.*

The City maintains four individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the General Fund, Infrastructure Fund, CRA Fund (Main Street, South Side, and Airport), and Community Development Block Grant (CDBG) fund. The General Fund, Infrastructure Fund, and CRA Fund are considered major funds.

The City adopts an annual appropriated budget for its General Fund, Infrastructure Fund, CRA Fund, and CDBG Fund. A budgetary comparison statement has been provided for the General Fund, Infrastructure Fund, CRA Fund, and CDBG Fund to demonstrate compliance with these budgets.

The basic governmental fund financial statements can be found by referencing the table of contents of this report.

Proprietary Funds. The City of Avon Park maintains three proprietary funds. Proprietary funds are used to report the same functions presented as *business-type activities* in the government-wide financial statements. The City uses proprietary funds to account for its water and sewer, airport, and solid waste operations.

Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The proprietary fund financial statements provide separate information for the water and sewer operations, airport operations and solid waste operations, all considered major funds of the City. The basic proprietary fund financial statements can be found by referencing the table of contents of this report.

Fiduciary Funds. Fiduciary funds are used to account for resources held for the benefit of parties outside the government. Fiduciary funds are not reflected in the government-wide financial statement because the resources of those funds are *not* available to support the City's own programs. The accounting used for fiduciary funds is much like that used for proprietary funds.

The basic fiduciary fund financial statements can be found by referencing the table of contents of this report.

Notes to Financial Statements. The notes provide additional information essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to financial statements can be found by referencing the table of contents of this report.

Other Information. In addition to the basic financial statements and accompanying notes, this report also presents certain *required supplementary information* concerning the City's progress in funding its obligation to provide pension and other postemployment benefits to its employees. Required supplementary information can be found by referencing the table of contents of this report.

Government-Wide Financial Analysis

Statement of Net Position:

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the City, assets and deferred outflows exceeded liabilities and deferred inflows by $67.1 million at the close of the most recent fiscal year.

The largest portion of the City's net position, $37.3 million (55%), reflects its investment in capital assets (e.g., land, buildings, machinery, and equipment) less any related debt, if any, used to acquire those assets still outstanding. The City used these capital assets to provide services to citizens; consequently, these assets are not available for future spending.

An additional portion of the City's net position, $11.0 million (16%), represents resources subject to external restrictions on how they may be used. The remaining balance of unrestricted net position is $18.9 million (28%).

The following table reflects a condensed statement of net position for the current year as compared to the prior year. For more detailed information, see the statement of net position by referencing the table of contents of this report.

CITY OF AVON PARK'S NET POSITION (SUMMARY)

	Governmental Activities		Business-Type Activities		Total Primary Government	
	2023	2022	2023	2022	2023	2022
Current and Other Assets	$ 21,928,462	$ 17,442,208	$ 16,121,869	$ 19,384,126	$ 38,050,331	$ 36,826,334
Capital Assets	8,484,140	8,147,167	28,882,046	26,959,261	37,366,186	35,106,428
Total Assets	30,412,602	25,589,375	45,003,915	46,343,387	75,416,517	71,932,762
Deferred Outflows of Resources	3,106,027	1,480,392	632,778	581,960	3,738,805	2,062,352
Long-Term Liabilities Outstanding	4,565,621	1,142,389	2,021,223	1,540,882	6,586,844	2,683,271
Other Liabilities	493,685	428,840	1,914,192	4,923,382	2,407,877	5,352,222
Total Liabilities	5,059,306	1,571,229	3,935,415	6,464,264	8,994,721	8,035,493
Deferred Inflows of Resources	1,074,980	2,444,262	1,974,656	2,096,090	3,049,636	4,540,352
Net Position:						
Net Investment in Capital Assets	8,433,584	8,078,853	28,804,678	26,748,667	37,238,262	34,827,520
Restricted	10,062,019	9,120,295	960,563	265,967	11,022,582	9,386,262
Unrestricted	8,888,740	5,855,128	9,961,381	11,350,359	18,850,121	17,205,487
Total Net Position	$ 27,384,343	$ 23,054,276	$ 39,726,622	$ 38,364,993	$ 67,110,965	$ 61,419,269

Governmental Activities. For the current year, total assets increased $4,823,227 or 19%; deferred outflows of resources increased $1,625,635 or 110%; total liabilities increased $3,488,077 or 222%; deferred inflows of resources decreased $1,369,282 or 56%; resulting in an increase to net position of $4,330,067 or 19%.

The most significant change in total assets include an increase in capital assets of $336,973 or 4%.

The increase in deferred outflows and deferred inflows represent actuarial differences for pension and other postemployment benefits to be recognized as expenses in future periods and is primarily due to the current year's investment performance of the City's pension plans which were greater than the actuarial projection for the current year and due to changes in the assumed mortality rates for the firefighters pension trust fund.

The significant changes in total liabilities include an increase in net pension liability of $3,402,870 or 418%. Other liabilities increased $64,845 or 15%.

Business-type Activities. For the current year, total assets decreased $1,339,472 or 3%; deferred outflows of resources increased $50,818 or 8%; total liabilities decreased $2,528,849 or 64%; and deferred inflows of resources decreased $121,434 or 6%, which resulted in an increase to net position of $1,361,629 or 3%.

Significant changes in total assets include a decrease in total cash of $3,154,316 or 21% and an increase in due from other governments of 497,905 or 2788%.

Significant changes in total liabilities include increases in long-term liabilities of $480,341 or 24% and decrease in other liabilities of $3,009,190 or 157%. The main decrease in other liabilities is in unearned revenue which decreased by $2,988,296 or 100% and mostly represents American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds (SLFRF) that were spent during the current fiscal year.

Statement of Activities:

The following table reflects a condensed statement of activities for the current year as compared to the prior year. For more detailed information, see the statement of activities by referencing the table of contents of this report.

CITY OF AVON PARK'S STATEMENT OF ACTIVITIES (SUMMARY)

	Governmental Activities		Business-Type Activities		Total Primary Government	
	2023	2022	2023	2022	2023	2022
Program Revenues:						
Charges for Services	$ 935,645	$ 897,699	$ 7,554,737	$ 7,585,961	$ 8,490,382	$ 8,483,660
Operating Grants and Contributions	2,824,768	492,031	-	-	2,824,768	492,031
Capital Grants and Contributions	531,959	130,598	4,487,203	1,115,144	5,019,162	1,245,742
General Revenues:						
Property Taxes	2,139,827	1,115,604	-	-	2,139,827	1,115,604
Other Taxes	3,413,146	3,305,222	-	-	3,413,146	3,305,222
Insurance Recoveries	137,460	238,262	34,505	186,139	171,965	424,401
Other	2,119,156	2,120,266	204,777	127,089	2,323,933	2,247,355
Total Revenues	12,101,961	8,299,682	12,281,222	9,014,333	24,383,183	17,314,015

(Continued)

	Governmental Activities		Business-Type Activities		Total Primary Government	
	2023	2022	2023	2022	2023	2022
Total Revenues	$ 12,101,961	$ 8,299,682	$ 12,281,222	$ 9,014,333	$ 24,383,183	$ 17,314,015
Expenses:						
General Government	1,117,054	946,539	-	-	1,117,054	946,539
Public Safety	5,483,427	3,924,265	-	-	5,483,427	3,924,265
Transportation	1,855,354	1,575,076	-	-	1,855,354	1,575,076
Culture and Recreation	710,042	576,376	-	-	710,042	576,376
Economic Environment	157,869	232,062	-	-	157,869	232,062
Water and Sewer	-	-	5,156,233	4,586,342	5,156,233	4,586,342
Airport	-	-	1,659,549	1,172,718	1,659,549	1,172,718
Solid Waste	-	-	2,202,819	1,941,937	2,202,819	1,941,937
Total Expenses	9,323,746	7,254,318	9,018,601	7,700,997	18,342,347	14,955,315
Excess (Deficiency) Before Transfers	2,778,215	1,045,364	3,262,621	1,313,336	6,040,836	2,358,700
Special Item	(349,140)	-	-	-	(349,140)	-
Transfers	1,900,992	1,201,066	(1,900,992)	(1,201,066)	-	-
Change in Net Position	4,330,067	2,246,430	1,361,629	112,270	5,691,696	2,358,700
Net Position - Beginning	23,054,276	20,807,846	38,364,993	38,252,723	61,419,269	59,060,569
Net Position - Ending	$ 27,384,343	$ 23,054,276	$ 39,726,622	$ 38,364,993	$ 67,110,965	$ 61,419,269

Governmental Activities. The City's governmental activities' change in net position for the year was an increase of $4,330,067 an improvement of $2,083,637 compared to the prior year's increase of $2,246,430. Key components of the improvement compared to the prior year were total revenues increased by $3,593,768 or 43% while total expenses increased $2,069,428 or 29%, while transfers increased by $699,926 or 58% during the year.

The increase in total revenues of $3,802,279 includes the following significant changes:

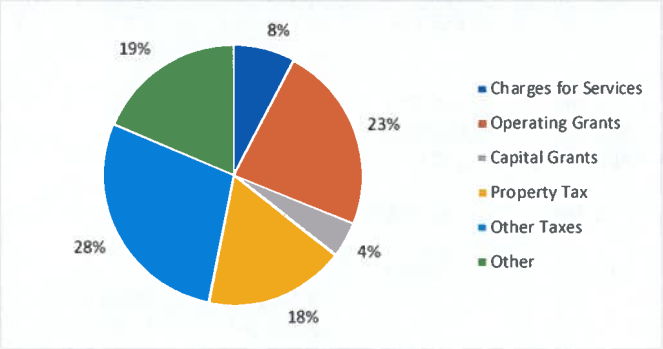
- An increase of $1,024,223 or 92% in property taxes due to increased millage rate and increased property values within the City.
- An increase of $107,924 or 3% in infrastructure surtax revenue due to increases economic activity within the City increasing the sales subject to the surtax.
- An increase of $2,332,737 or 474% in operating grants and contributions due to Community Development Block Grant (CDBG) grant revenue of $128,687 and ARPA grant revenue of $2,501,610 recognized in 2023.

The increase in total expenses of $2,069,428 includes the following significant changes:

- Public safety expenses increased by $1,559,162 or 40% mainly due to the amount charged by the Highland County Sheriff's Office to provide law enforcement services.

The following graphic reflects sources of revenue and charges for services for governmental activities.

Revenue by Source – Governmental Activities

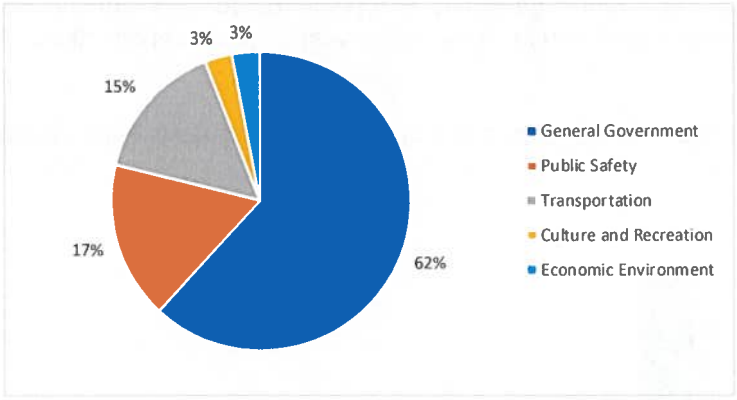


The largest revenue category for the governmental activities is tax revenue (property and other taxes) which account for 46% (53% in the prior year) of governmental activities revenue followed by operating grants totaling 23% (6% in the prior year) and other revenue totaling 19% (28% in the prior year).

Program Revenue increased $2,772,044 or 182% compared to the prior year activity. Public Safety generated $695,165 in program revenues/charges for services. The source of this revenue is primarily fire assessments on commercial and residential property. Assessments are charged on a per parcel basis and not property value. Assessments supplement fire department funding and are used as an alternative to property taxes. General Government generated 2,655,055 in program revenue; this is related to $2.5 million of ARPA revenue in the current year.

Program revenues and program expenses, by function, are illustrated in the following charts:

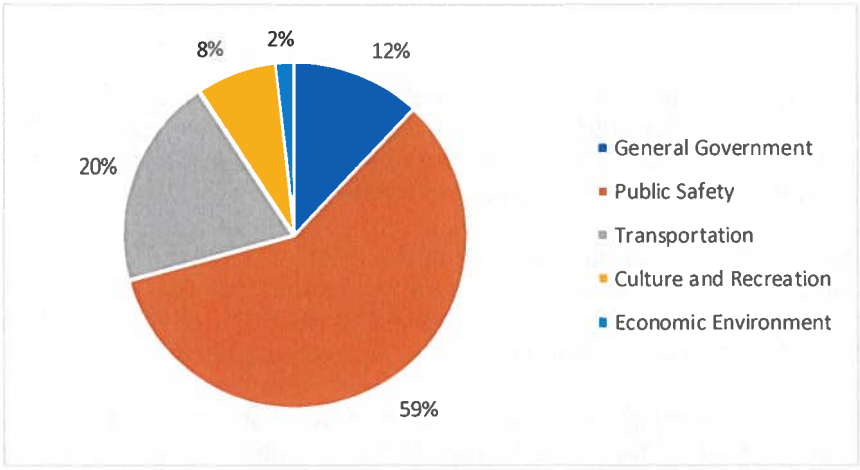
Program Revenue for Governmental Activities



Total expenses for governmental activities increased $2,069,428 or 29% when compared to the prior year. Significant relationships between program revenues and expenses are as follows:

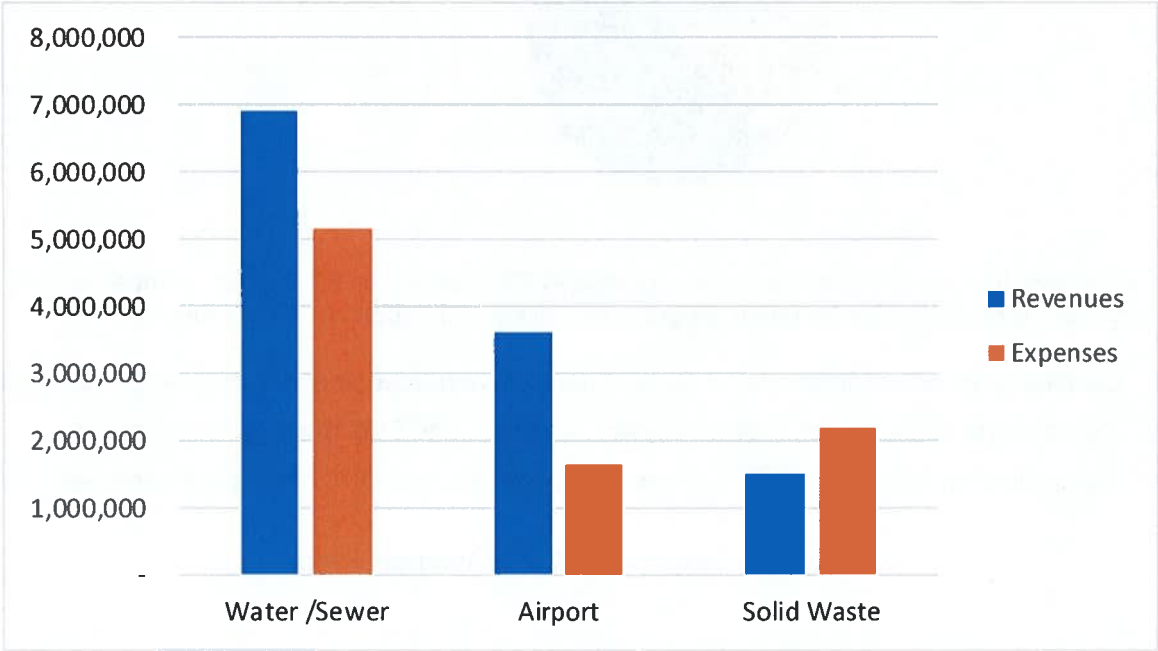
- General government accounts for 62% of program revenues and 12% of program expenses.
- Public safety accounts for 17% of program revenues and 59% of program expenses.
- Transportation accounts for 15% of program revenues and 20% of program expenses.

Program Expenses – Governmental Funds



Business-type Activities. Business-type activities account for 59% of the City's net position down from 62% in the prior year. Business-type activities include the Water Department Fund, the Airport Fund, and the Solid Waste (Sanitation) Fund. These funds differ from Governmental activities and funds in that Business-Type funds generally charge a fee to users of the service. The Water Fund derives income from water and sewer fees; Solid Waste from service fees; and Airport from facility rentals.

Program Revenues and Expenses – Business-Type Activities



The City's business-type activities had excess revenue before transfers of $3,262,621, an increase of $1,949,285 in comparison to the prior year. After transfers, business-type activities increased its net position by $1,361,629, which was an improvement of $1,249,359 in comparison to the prior year. Key elements of this change from the prior year were as follows:

The water and sewer fund had operating income of $425,905 a decrease of $629,517 compared to the prior year. The fund had a net decrease in operating revenue of $59,626 or 1%. Personnel costs increased $392,011 (24%); supply costs increased $152,653 (8%); and depreciation expense decreased $25,227 (2%). Overall operating expenses increased $569,891 (12%).

The Airport Fund had an operating loss of $1,178,830, a deterioration of $484,789 when compared to the prior year's loss. Operating revenues increased $2,042 (less than 0%) and operating expenses increased $486,831 (42%), supplies expense increased $473,621 (86%). On a cash flow basis, the Airport Fund had a negative operating cash flow of $542,709 compared to negative operating cash flow of $85,790 in the prior year. Because of its large investment in capital assets, the Airport Fund likely will not experience operating income for several years until operating revenues increase to offset the depreciation expense.

The Solid Waste Fund had an operating loss of $710,939, which is a deterioration of $234,522 when compared to the prior year. Operating revenues increased $26,360 (1.8%) and operating expenses increased $260,882 (13%) when compared to the prior year. The change in expenses includes increases in personnel costs of $302,799 (37%), a decrease in materials and supplies of $33,672 (4%) and a decrease in depreciation of $8,245 (3%). On a cash flow basis, the Solid Waste Fund had a negative operating cash flow of $323,792 compared to a negative operating cash flow of $145,506 in the prior year.

FINANCIAL ANALYSIS OF THE GOVERNMENT'S FUNDS

As noted earlier, the City uses fund accounting to ensure and demonstrate compliance with finance related legal requirements.

Governmental Funds. The focus of the City's *governmental funds* is to provide information on near-term inflows, outflows, and balances of *spendable* resources. Such information is useful in assessing the City's financing requirements. In particular, *unassigned fund balance* may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

As of the end of the current fiscal year, the City's governmental funds reported combined ending Fund Balances of $20,449,602, an increase of $4,184,934 in comparison to the prior year. The unassigned fund balance of $9,701,964, or 55% (38% in the prior year), is available for spending at the City's discretion. Note the City assigned $275,000 of fund balance during the 2019 fiscal year. This assignment is the balance of an insurance settlement for the old fire station. Assigned funds will be used to improve that specific site. $276,588 is committed to payment of compensated absences. The fund balances of the City's Infrastructure and CRA Funds are restricted in their use.

The General Fund is the main operating fund of the City. At the end of the current fiscal year, unassigned fund balance of the general fund was $10,043,840 while total fund balance reached $10,802,713. As a measure of the general fund's liquidity, it may be useful to compare both unassigned fund balance and total fund balance to total fund expenditures. Unassigned fund balance for the current year and prior year as a percent of total general fund expenditures was 133% and 100%, respectively. The City's fund balance in the general fund for the fiscal year increased $3,346,091 or 45%.

The fund balance of the City's infrastructure fund increased by $671,612 during the current fiscal year due to the City spending less than it received in revenues.

Proprietary Funds. The City of Avon Park's proprietary funds provide the same type of information found in the government-wide financial statements, but in more detail.

Unrestricted net position of the Water and Sewer Fund at the end of the year was $10,399,679. The Airport and Solid Waste fund's unrestricted net position was ($424,527) and $(13,771) respectively. Other factors concerning the finances of these three funds have already been addressed in the discussion of the City's business-type activities.

GOVERNMENTAL FUND BUDGETARY HIGHLIGHTS

Management has the authority to transfer budgeted funds among departments within a fund provided it is less than $25,000 and the total original appropriation does not increase. The General Fund's budget for 2023 was amended during the year by increasing budgeted expenditures by $222,858 or a 3% increase. The overall budget variance for expenditures of the General Fund was $962,919 positive.

The Infrastructure Fund's budget for 2023 was amended during the year by increasing budgeted expenditures by $467,942 or 19%. For the year, there was an overall favorable budget variance for expenditures in the amount of $1,502,780. The reason for the favorable variance is because the City has not yet started certain projects it expected to begin and be completed during the current year.

The CRA Fund's budget for 2023 was amended during the year by increasing budgeted expenditures by $455,140 or 38%. Expenditures were less than budgeted amounts for a favorable expenditure budget variance of $1,098,781.

CAPITAL ASSET AND DEBT ADMINISTRATION

Capital Assets. The City's investment in capital assets for its governmental and business-type activities as of September 30, 2023, net of accumulated depreciation, is $37,366,186. Capital assets includes land, buildings, water production and distributions systems, wastewater collection and treatment plant, machinery and equipment, park facilities, roads, and curbs and sidewalks. The $2,259,758 net increase in the City's investment in capital assets for the current fiscal year is the result of several airport renovation projects

Capital Assets Activity
(net of accumulated depreciation)
As of September 30,

	Governmental Activities		Business-Type Activities		Total Primary Government	
	2023	2022	2023	2022	2023	2022
Land	$ 403,202	$ 403,202	$ 2,349,207	$ 2,349,207	$ 2,752,409	$ 2,752,409
Buildings and System	7,057,729	6,776,622	49,624,493	48,651,711	56,682,222	55,428,333
Machinery and Equipment	4,414,842	3,926,410	9,423,251	9,003,666	13,838,093	12,930,076
Right-to-Use Assets	-	-	-	4,902	-	4,902
Infrastructure	8,917,810	8,618,591	-	-	8,917,810	8,618,591
Construction in Progress	3,000	-	3,057,537	509,266	3,060,537	509,266
Total Capital Assets	20,796,583	19,724,825	64,454,488	60,518,752	85,251,071	80,243,577
Less: Accumulated Depreciation and Amortization	(12,312,443)	(11,577,658)	(35,572,442)	(33,559,491)	(47,884,885)	(45,137,149)
	$ 8,484,140	$ 8,147,167	$ 28,882,046	$ 26,959,261	$ 37,366,186	$ 35,106,428

Additional information on the City's capital assets can be found on Note 4 of the Notes to Financial Statements which can be found by referencing the table of contents of this report.

Long-term debt. On September 30, 2023 the City had no formal long-term debt outstanding. During the 2022 year the City's business-type activities borrowed $23,557 to fund water and sewer fund projects. As of September 30, 2023 $23,557 was the ending balance on the loan.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND RATES

Economic growth in the local economy can be affected by many factors – internal (within the control of local government) and external (outside the control of local government). Some indicators of the health of a local economy are changes in home prices, population, businesses, and new construction. These can affect unemployment rates, revenues, such as property taxes, sales taxes, and charges for services - all indicators of increasing or decreasing local economic activity.

The City continues efforts to stimulate local growth, and attract businesses, by maintaining one of the lowest municipal taxable millage rates within the state of Florida– 4.3681 mills per $1,000 of valuation for fiscal years 2023 and 2024 and 5 mills per $1,000 of valuation for fiscal year 2025. Furthermore, the City's taxable value increased by $28,778,861 which will provide an additional $449,540 in property tax revenue.

For the 2024-2025 budget cycle, fees for services generally remained unchanged. Charges for services and utility tax budgeted revenues remained the same.

REQUESTS FOR INFORMATION

This financial report is designed to provide a general overview of the City's finances for all those with an interest in the government's finances. Questions concerning any of the information in this report or requests for additional financial information should be addressed to the Office of the City Manager, 110 E. Main Street, Avon Park, Florida 33825.

BASIC FINANCIAL STATEMENT

CITY OF AVON PARK, FLORIDA
STATEMENT OF NET POSITION
SEPTEMBER 30, 2023

	Governmental Activities	Business-Type Activities	Total
ASSETS			
Equity in Pooled Cash and Cash Equivalents	$ 19,848,837	$ 12,253,077	$ 32,101,914
Restricted Equity in Pooled Cash and Cash Equivalents	-	960,563	960,563
Receivables, Net	140,023	881,620	1,021,643
Lease Receivables	622,813	1,685,216	2,308,029
Internal Balances	436,288	(436,288)	-
Due from Other Governments	879,492	515,761	1,395,253
Prepaid Items	1,009	-	1,009
Inventory	-	261,920	261,920
Capital Assets:			
Land	403,202	2,349,207	2,752,409
Buildings and System	7,057,729	49,624,493	56,682,222
Equipment	4,414,842	9,423,251	13,838,093
Infrastructure	8,917,810	-	8,917,810
Construction in Progress	3,000	3,057,537	3,060,537
Accumulated Depreciation and Amortization	(12,312,443)	(35,572,442)	(47,884,885)
Total Assets	30,412,602	45,003,915	75,416,517
DEFERRED OUTFLOWS OF RESOURCES			
Deferred Outflows Related to Pensions	3,106,027	632,778	3,738,805
LIABILITIES			
Accounts Payable and Accrued Liabilities	451,404	511,811	963,215
Deposits	23,492	1,402,381	1,425,873
Unearned Revenue	18,789	-	18,789
Noncurrent Liabilities:			
Net Pension Liability	4,217,577	1,816,796	6,034,373
Total OPEB Liability	71,456	86,944	158,400
Due Within One Year	235,100	95,224	330,324
Due in More than One Year	41,488	22,259	63,747
Total Liabilities	5,059,306	3,935,415	8,994,721
DEFERRED INFLOWS OF RESOURCES			
Deferred Inflows Related to Pensions	361,074	103,404	464,478
Deferred Inflows Related to OPEB	129,518	157,592	287,110
Deferred Inflows Related to Leases	584,388	1,713,660	2,298,048
Total Deferred Inflows of Resources	1,074,980	1,974,656	3,049,636
NET POSITION			
Net Investment in Capital Assets	8,433,584	28,804,678	37,238,262
Restricted for:			
Infrastructure	8,328,269	960,563	9,288,832
Community Redevelopment	1,711,052	-	1,711,052
Other	22,698	-	22,698
Unrestricted	8,888,740	9,961,381	18,850,121
Total Net Position	$ 27,384,343	$ 39,726,622	$ 67,110,965

See accompanying Notes to Financial Statements.

CITY OF AVON PARK, FLORIDA
STATEMENT OF ACTIVITIES
YEAR ENDED SEPTEMBER 30, 2023

FUNCTIONS/PROGRAMS	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions	Net Expense (Revenue) and Changes in Net Position: Primary Government: Governmental Activities	Net Expense (Revenue) and Changes in Net Position: Primary Government: Business-Type Activities	Net Expense (Revenue) and Changes in Net Position: Primary Government: Total
Governmental Activities:							
General Government	$ 1,117,054	$ 70,774	$ 2,584,281	$ -	$ 1,538,001	$ -	$ 1,538,001
Public Safety	5,483,427	727,555	1,800	-	(4,754,072)	-	(4,754,072)
Transportation	1,855,354	119,834	-	531,959	(1,203,561)	-	(1,203,561)
Culture and Recreation	710,042	17,482	110,000	-	(582,560)	-	(582,560)
Economic Environment	157,869	-	128,687	-	(29,182)	-	(29,182)
Total Governmental Activities	9,323,746	935,645	2,824,768	531,959	(5,031,374)	-	(5,031,374)
Business-Type Activities:							
Water and Sewer	5,156,233	5,582,138	-	1,333,735	-	1,759,640	1,759,640
Airport	1,659,549	480,719	-	3,153,468	-	1,974,638	1,974,638
Solid Waste	2,202,819	1,491,880	-	-	-	(710,939)	(710,939)
Total Business-Type Activities	9,018,601	7,554,737	-	4,487,203	-	3,023,339	3,023,339
Total Primary Government	$ 18,342,347	$ 8,490,382	$ 2,824,768	$ 5,019,162	(5,031,374)	3,023,339	(2,008,035)
GENERAL REVENUES							
Taxes:							
Property					2,139,827	-	2,139,827
Fuel					410,889	-	410,889
Infrastructure Surtax					1,548,504	-	1,548,504
Utility and Communication Services					1,354,271	-	1,354,271
Other					99,482	-	99,482
Franchise Fees					739,832	-	739,832
Unrestricted Intergovernmental Revenue					1,214,905	-	1,214,905
Investment Earnings					145,012	232,582	377,594
Insurance Recoveries					137,460	34,505	171,965
Gain/(Loss) on Sale of Capital Assets					-	(27,805)	(27,805)
Miscellaneous					19,407	-	19,407
Special Item - Loss on Sale of Asset Held for Sale					(349,140)	-	(349,140)
Transfers					1,900,992	(1,900,992)	-
Total General Revenues and Transfers					9,361,441	(1,661,710)	7,699,731
CHANGE IN NET POSITION					4,330,067	1,361,629	5,691,696
Net Position - Beginning of Year					23,054,276	38,364,993	61,419,269
NET POSITION - END OF YEAR					$ 27,384,343	$ 39,726,622	$ 67,110,965

See accompanying Notes to Financial Statements.

CITY OF AVON PARK, FLORIDA
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2023

ASSETS	General	Infrastructure	CRA	CDBG	Total Governmental Funds
Equity in Pooled Cash and Cash Equivalents	$ 10,080,525	$ 8,023,824	$ 1,717,808	$ 26,680	$ 19,848,837
Receivables, Net	140,023	-	-	-	140,023
Leases Receivables	622,813	-	-	-	622,813
Due from Other Governments	227,580	256,362	-	395,550	879,492
Due from Other Funds	580,710	-	-	-	580,710
Prepaid Items	1,009	-	-	-	1,009
Advances to Other Funds	183,578	-	-	-	183,578
Total Assets	$ 11,836,238	$ 8,280,186	$ 1,717,808	$ 422,230	$ 22,256,462
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES					
LIABILITIES					
Accounts Payable and Accrued Liabilities	$ 391,619	$ 2,473	$ 6,756	$ 50,556	$ 451,404
Due to Other Funds	10,000	-	-	318,000	328,000
Deposits	23,492	-	-	-	23,492
Unearned Revenue	18,789	-	-	-	18,789
Total Liabilities	443,900	2,473	6,756	368,556	821,685
DEFERRED INFLOWS OF RESOURCES					
Unavailable Revenues	5,237	-	-	395,550	400,787
Lease Related	584,388	-	-	-	584,388
Total Deferred Inflows of Resources	589,625	-	-	395,550	985,175
FUND BALANCES					
Nonspendable:					
Prepaid Items	1,009	-	-	-	1,009
Advances to Other Fund	183,578	-	-	-	183,578
Restricted for:					
Law Enforcement	16,216	-	-	-	16,216
Bouis Fountain	6,482	-	-	-	6,482
Infrastructure	-	8,277,713	-	-	8,277,713
Community Redevelopment	-	-	1,711,052	-	1,711,052
Committed for Compensated Absences	276,588	-	-	-	276,588
Assigned for Capital Improvements	275,000	-	-	-	275,000
Unassigned	10,043,840	-	-	(341,876)	9,701,964
Total Fund Balances	10,802,713	8,277,713	1,711,052	(341,876)	20,449,602
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	$ 11,836,238	$ 8,280,186	$ 1,717,808	$ 422,230	$ 22,256,462

See accompanying Notes to Financial Statements.

CITY OF AVON PARK, FLORIDA
RECONCILIATION OF THE BALANCE SHEET –GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION
SEPTEMBER 30, 2023

Fund Balances - Total Government Funds		$ 20,449,602
Amounts Reported for Governmental Activities in the Statement of Net Position are different because:		
Revenues in the statement of activities that do not provide current financial resources are reported as deferred inflows of resources in the governmental funds.		400,787
Deferred outflows and inflows of resources related to pensions are applicable to future reporting periods and, therefore, are not reported in the funds.		
Deferred Outflows of Resources - Pension Related	$ 3,106,027	
Deferred Inflows of Resources - Pension Related	(361,074)	
		2,744,953
Deferred outflows and inflows of resources related to OPEB are applicable to future reporting periods and, therefore, are not reported in the funds.		
Deferred Inflows of Resources - OPEB Related		(129,518)
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds.		
Cost of Capital Assets	20,796,583	
Accumulated Depreciation	(12,312,443)	
		8,484,140
Long-term liabilities, are not due and payable in the current period and, therefore, are not reported in the funds.		
OPEB Liability	(71,456)	
Compensated Absences	(276,588)	
Net Pension Liability	(4,217,577)	
		(4,565,621)
Net Position of Governmental Activities		$ 27,384,343

See accompanying Notes to Financial Statements.

CITY OF AVON PARK, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES – GOVERNMENTAL FUNDS
YEAR ENDED SEPTEMBER 30, 2023

	General	Infrastructure	CRA	CDBG	Total Governmental Funds
REVENUES					
Taxes	$ 3,504,178	$ 1,548,504	$ 500,291	$ -	$ 5,552,973
Charges for Services	11,063	-	-	-	11,063
Permits, Fees, and Special Assessment	1,442,722	-	-	-	1,442,722
Intergovernmental	4,161,992	-	-	128,687	4,290,679
Fines and Forfeitures	23,838	-	-	-	23,838
Investment Earnings	92,303	52,710	-	-	145,013
Miscellaneous	97,426	-	-	-	97,426
Total Revenues	9,333,522	1,601,214	500,291	128,687	11,563,714
EXPENDITURES					
Current:					
General Government	939,471	-	-	-	939,471
Public Safety	4,913,617	-	-	-	4,913,617
Transportation	962,547	-	-	-	962,547
Culture and Recreation	513,801	-	-	-	513,801
Economic Environment	-	-	111,299	46,570	157,869
Capital Outlay	347,307	929,602	-	303,878	1,580,787
Total Expenditures	7,676,743	929,602	111,299	350,448	9,068,092
EXCESS (DEFICIENCY) OF REVENUE OVER EXPENDITURES	1,656,779	671,612	388,992	(221,761)	2,495,622
OTHER FINANCING SOURCES (USES)					
Insurance Proceeds	137,460	-	-	-	137,460
Transfers In	1,900,992	-	-	-	1,900,992
Total Other Financing Sources	2,038,452	-	-	-	2,038,452
SPECIAL ITEM					
Loss on Sale of Real Estate for Sale	(349,140)	-	-	-	(349,140)
NET CHANGE IN FUND BALANCES (DEFICITS)	3,346,091	671,612	388,992	(221,761)	4,184,934
Fund Balances (Deficits) - Beginning of Year	7,456,622	7,606,101	1,322,060	(120,115)	16,264,668
FUND BALANCES (DEFICITS) - END OF YEAR	$ 10,802,713	$ 8,277,713	$ 1,711,052	$ (341,876)	$ 20,449,602

See accompanying Notes to Financial Statements.

CITY OF AVON PARK, FLORIDA
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES – GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
YEAR ENDED SEPTEMBER 30, 2023

Net Change in Fund Balances - Total Government Funds		$ 4,184,934
Amounts Reported for Governmental Activities in the Statement of Net Position are different because:		
Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the funds.		400,787
Pension contributions are reported as expenditures in the governmental funds when made. However, they are reported as deferred outflows of resources in the statement of net position because the reported net pension asset or liability is measured for the police and fire pension plans and for the FRS and HIS plans, a year and three months, respectively, before the City's report date. Pension expense, which is the change in net pension liability adjusted for changes in deferred outflows and inflows related to pension, is reported in the statement of activities.		
Adjustments to Pension Expense		(602,813)
Governmental funds report capital outlays as expenditures. However in the statement of activities, some of these expenditures are capitalized and depreciated over their estimated useful lives.		
Expenditures for Capital Assets that were Capitalized	$ 1,078,288	
Depreciation Expense	(734,785)	
Less: Net Book Value of Disposed Assets	(6,530)	
		336,973
Some expense reported in the statement of activities do not require the use of current financial resources and therefore, are not reported as expenditures in governmental funds such as:		
OPEB Liability	37,279	
Compensated Absences	(27,093)	
		10,186
Changes in Net Position of Governmental Activities		$ 4,330,067

See accompanying Notes to Financial Statements.

CITY OF AVON PARK, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE – BUDGET AND ACTUAL – GENERAL FUND
YEAR ENDED SEPTEMBER 30, 2023

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual	
REVENUES				
Taxes	$ 3,219,650	$ 3,237,400	$ 3,504,178	$ 266,778
Charges for Services	5,920	5,920	11,063	5,143
Permits, Fees, and Special Assessments	1,313,470	1,313,470	1,442,722	129,252
Intergovernmental	4,269,270	4,303,310	4,161,992	(141,318)
Fines and Forfeitures	31,600	31,600	23,838	(7,762)
Investment Earnings	400	400	92,303	91,903
Miscellaneous	78,200	83,330	97,426	14,096
Total Revenues	8,918,510	8,975,430	9,333,522	358,092
EXPENDITURES				
General Government:				
City Council	75,220	75,220	66,671	8,549
City Manager	541,660	482,440	412,566	69,874
Finance	55,250	71,747	66,928	4,819
Legal Counsel	147,090	137,090	126,748	10,342
Other Governmental Services	414,080	503,094	412,726	90,368
Public Safety:				
Police	2,646,210	2,646,210	2,549,922	96,288
Fire	2,154,320	2,259,471	2,124,899	134,572
Code Enforcement	440,990	344,650	266,375	78,275
Planning and Zoning	43,500	43,500	40,700	2,800
Transportation:				
Street	1,443,600	1,238,311	1,039,739	198,572
Culture/Recreation:				
Parks	751,990	670,039	408,505	261,534
Recreation	114,910	120,760	115,499	5,261
Community Center	33,700	47,130	45,465	1,665
Total Expenditures	8,862,520	8,639,662	7,676,743	962,919
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	55,990	335,768	1,656,779	1,321,011
OTHER FINANCING SOURCES (USES)				
Insurance Proceeds	2,000	49,000	137,460	88,460
Transfers In	1,900,000	1,900,000	1,900,992	992
Total Other Financing Sources	1,902,000	1,949,000	2,038,452	89,452
SPECIAL ITEM				
Loss on Sale of Real Estate for Sale	-	-	(349,140)	(349,140)
NET CHANGE IN FUND BALANCE	1,957,990	2,284,768	3,346,091	1,061,323
Fund Balance - Beginning of Year	(1,957,990)	(2,284,768)	7,456,622	9,741,390
FUND BALANCE - END OF YEAR	$ -	$ -	$ 10,802,713	$ 10,802,713

See accompanying Notes to Financial Statements.

CITY OF AVON PARK, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE – BUDGET AND ACTUAL – INFRASTRUCTURE FUND
YEAR ENDED SEPTEMBER 30, 2023

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual	
REVENUES				
Taxes	$ 1,300,000	$ 1,300,000	$ 1,548,504	$ 248,504
Investment Earnings	-	-	52,710	52,710
Total Revenues	1,300,000	1,300,000	1,601,214	301,214
EXPENDITURES				
General Government:				
Other Governmental Services	100,000	100,000	5,822	94,178
Public Safety:				
Police	200,340	200,340	200,340	-
Fire	314,100	443,505	173,615	269,890
Transportation:				
Street	800,000	1,111,030	300,535	810,495
Culture/Recreation:				
Parks	550,000	577,507	249,290	328,217
Total Expenditures	1,964,440	2,432,382	929,602	1,502,780
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	(664,440)	(1,132,382)	671,612	1,803,994
Fund Balance - Beginning of Year	664,440	1,132,382	7,606,101	6,473,719
FUND BALANCE - END OF YEAR	$ -	$ -	$ 8,277,713	$ 8,277,713

See accompanying Notes to Financial Statements.

CITY OF AVON PARK, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE – BUDGET AND ACTUAL – CDBG FUND
YEAR ENDED SEPTEMBER 30, 2023

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual	
REVENUES				
Intergovernmental	$ 1,564,690	$ 1,564,690	$ 128,687	$ (1,436,003)
EXPENDITURES				
Economic Environment	1,564,690	1,608,270	46,570	1,561,700
Capital Outlay	-	303,878	303,878	-
Total Expenditures	1,564,690	1,912,148	350,448	1,561,700
NET CHANGE IN FUND BALANCE (DEFICIT)	-	(347,458)	(221,761)	125,697
Fund Balance (Deficit) - Beginning of Year	-	347,458	(120,115)	(467,573)
FUND BALANCE (DEFICIT) - END OF YEAR	$ -	$ -	$ (341,876)	$ (341,876)

See accompanying Notes to Financial Statements.

CITY OF AVON PARK, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE – BUDGET AND ACTUAL – CRA FUND
YEAR ENDED SEPTEMBER 30, 2023

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual	
REVENUES				
Taxes	$ 672,460	$ 672,460	$ 500,291	$ (172,169)
EXPENDITURES				
Economic Environment:				
Main Street	474,400	674,400	44,928	629,472
South Side	194,400	329,540	64,028	265,512
Airport	86,140	206,140	2,343	203,797
Total Expenditures	754,940	1,210,080	111,299	1,098,781
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	(82,480)	(537,620)	388,992	926,612
Fund Balance - Beginning of Year	82,480	537,620	1,322,060	784,440
FUND BALANCE - END OF YEAR	$ -	$ -	$ 1,711,052	$ 1,711,052

See accompanying Notes to Financial Statements.

CITY OF AVON PARK, FLORIDA
STATEMENT OF NET POSITION
PROPRIETARY FUNDS
SEPTEMBER 30, 2023

	Business-Type Activities - Enterprise Funds			
	Water and Sewer Fund	Airport Fund	Solid Waste Fund	Total
ASSETS				
Current Assets:				
Equity in Pooled Cash and Cash Equivalents	$ 12,019,096	$ -	$ 233,981	$ 12,253,077
Receivables, Net	789,742	31,004	60,874	881,620
Leases Receivable - Current	-	28,748	-	28,748
Due from Other Governments	-	515,761	-	515,761
Due from Other Funds	-	10,000	-	10,000
Inventories	215,118	46,802	-	261,920
Total Current Assets	13,023,956	632,315	294,855	13,951,126
Noncurrent Assets:				
Equity in Pooled Cash and Cash Equivalents Restricted for Impact Fees and Grants	960,563	-	-	960,563
Lease Receivable - Noncurrent	-	1,656,468	-	1,656,468
Advance to Other Funds	-	-	351,460	351,460
Capital Assets:				
Land	1,648,740	700,467	-	2,349,207
Building and System	33,761,426	15,861,212	1,855	49,624,493
Equipment	6,388,604	339,982	2,694,665	9,423,251
Construction in Progress	93,535	2,964,002	-	3,057,537
Accumulated Depreciation and Amortization	(24,703,238)	(8,871,185)	(1,998,019)	(35,572,442)
Capital Assets, Net of Accumulated Depreciation and Amortization	17,189,067	10,994,478	698,501	28,882,046
Total Noncurrent Assets	18,149,630	12,650,946	1,049,961	31,850,537
Total Assets	31,173,586	13,283,261	1,344,816	45,801,663
DEFERRED OUTFLOWS OF RESOURCES				
Deferred Outflows Related to Pensions	422,382	-	210,396	632,778
Total Deferred Outflows of Resources	422,382	-	210,396	632,778

See accompanying Notes to Financial Statements.

CITY OF AVON PARK, FLORIDA
STATEMENT OF NET POSITION
PROPRIETARY FUNDS (CONTINUED)
SEPTEMBER 30, 2023

	Business-Type Activities - Enterprise Funds			
	Water and Sewer Fund	Airport Fund	Solid Waste Fund	Total
LIABILITIES				
Current Liabilities:				
Accounts Payable and Accrued Liabilities	$ 252,463	$ 151,394	$ 107,954	$ 511,811
Current Portion - Loans Payable	1,298	-	-	1,298
Due to Other Funds	-	262,710	-	262,710
Compensated Absences	45,902	-	48,024	93,926
Deposits	1,351,873	50,508	-	1,402,381
Total Current Liabilities	1,651,536	464,612	155,978	2,272,126
Noncurrent Liabilities:				
Advances from Other Funds	-	535,038	-	535,038
Long-Term Portion - Loans Payable	22,259	-	-	22,259
Total OPEB Liability	59,070	-	27,874	86,944
Net Pension Liability	1,212,719	-	604,077	1,816,796
Total Noncurrent Liabilities	1,294,048	535,038	631,951	2,461,037
Total Liabilities	2,945,584	999,650	787,929	4,733,163
DEFERRED INFLOWS OF RESOURCES				
Deferred Inflows Related to Pensions	69,023	-	34,381	103,404
Deferred Inflows Related to OPEB	107,068	-	50,524	157,592
Deferred Inflows Related to Leases	-	1,713,660	-	1,713,660
Total Deferred Inflows of Resources	176,091	1,713,660	84,905	1,974,656
NET POSITION				
Net Investment in Capital Assets	17,114,051	10,994,478	696,149	28,804,678
Restricted	960,563	-	-	960,563
Unrestricted	10,399,679	(424,527)	(13,771)	9,961,381
Total Net Position	$ 28,474,293	$ 10,569,951	$ 682,378	$ 39,726,622

See accompanying Notes to Financial Statements.

CITY OF AVON PARK, FLORIDA
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN FUND NET POSITION
PROPRIETARY FUNDS
YEAR ENDED SEPTEMBER 30, 2023

	Business-Type Activities - Enterprise Funds			
	Water and Sewer Fund	Airport Fund	Solid Waste Fund	Total
OPERATING REVENUES				
Charges for Services	$ 5,582,138	$ 320,791	$ 1,491,880	$ 7,394,809
Sales of Fuel	-	159,928	-	159,928
Total Operating Revenues	5,582,138	480,719	1,491,880	7,554,737
OPERATING EXPENSES				
Personal Services	2,057,541	-	1,117,281	3,174,822
Materials, Supplies, Services, and Other Operating Expenses	1,961,293	1,023,777	840,856	3,825,926
Depreciation and Amortization	1,137,399	635,772	244,682	2,017,853
Total Operating Expenses	5,156,233	1,659,549	2,202,819	9,018,601
OPERATING INCOME (LOSS)	425,905	(1,178,830)	(710,939)	(1,463,864)
NONOPERATING REVENUES				
Investment Earnings	158,529	50,699	23,354	232,582
Gain (Loss) from Sale of Capital Assets	10,118	(37,923)	-	(27,805)
Insurance Recoveries	34,077	-	428	34,505
Total Nonoperating Revenues	202,724	12,776	23,782	239,282
INCOME (LOSS) BEFORE TRANSFERS AND CAPITAL CONTRIBUTIONS	628,629	(1,166,054)	(687,157)	(1,224,582)
CAPITAL CONTRIBUTIONS AND TRANSFERS				
Capital Grants	488,877	3,153,468	-	3,642,345
Capital Contributions - Impact Fees and Capital Contributions	844,858	-	-	844,858
Transfers In	-	-	1,833	1,833
Transfers Out	(1,900,000)	(2,825)	-	(1,902,825)
Total Capital Contributions and Transfers	(566,265)	3,150,643	1,833	2,586,211
CHANGES IN NET POSITION	62,364	1,984,589	(685,324)	1,361,629
Total Net Position - Beginning of Year	28,411,929	8,585,362	1,367,702	38,364,993
TOTAL NET POSITION - END OF YEAR	$ 28,474,293	$ 10,569,951	$ 682,378	$ 39,726,622

See accompanying Notes to Financial Statements.

CITY OF AVON PARK, FLORIDA
STATEMENT OF CASH FLOWS (CONTINUED)
PROPRIETARY FUNDS
YEAR ENDED SEPTEMBER 30, 2023

	Business-Type Activities - Enterprise Funds			
	Water and Sewer Fund	Airport Fund	Solid Waste Fund	Total
CASH FLOWS FROM OPERATING ACTIVITIES				
Cash Received from Customers	$ 2,620,498	$ 371,656	$ 1,486,249	$ 4,478,403
Cash Paid to Suppliers	(2,207,785)	(914,365)	(839,498)	(3,961,648)
Cash Paid to Employees	(1,799,004)	-	(962,160)	(2,761,164)
Net Cash Provided (Used) by Operating Activities	(1,386,291)	(542,709)	(315,409)	(2,244,409)
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES				
Transfers from (to) Other Funds	(1,900,000)	(32,797)	16,911	(1,915,886)
Advance from (to) Other Funds	-	262,710		262,710
Proceeds from Noncapital Grant	-	-	-	-
Net Cash Provided (Used) by Noncapital Financing Activities	(1,900,000)	229,913	16,911	(1,653,176)
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES				
Acquisition and Construction of Capital Assets	(1,132,582)	(2,835,806)	(10,171)	(3,978,559)
Proceeds from Capital Grants	488,877	2,693,484	-	3,182,361
Proceeds from Sale of Asset	10,118	(37,923)	-	(27,805)
Proceeds from Insurance Claim	34,069	-	429	34,498
Principal paid on lease payable	(1,657)	-	-	(1,657)
Principal paid on notes, bonds and lease obligations	(297)	-	-	(297)
Return of Deposits	37,785	(2,197)	-	35,588
Impact Fees Received	844,858	-	-	844,858
Net Cash Provided (Used) by Capital and Related Financing Activities	281,171	(182,442)	(9,742)	88,987
CASH FLOWS FROM INVESTING ACTIVITIES				
Receipts of Interest	158,529	50,700	23,353	232,582
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	(2,846,591)	(444,538)	(284,887)	(3,576,016)
Equity in Pooled Cash and Cash Equivalents - Beginning of Year	15,826,250	444,538	518,868	16,789,656
EQUITY IN POOLED CASH AND CASH EQUIVALENTS - END OF YEAR	$ 12,979,659	$ -	$ 233,981	$ 13,213,640
RECONCILIATION OF CASH AND CASH EQUIVALENTS TO THE STATEMENT OF NET POSITION				
Equity in Pooled Cash and Cash Equivalents	$ 12,019,096	$ -	$ 233,981	$ 12,253,077
Equity in Pooled Cash and Cash Equivalents Restricted for Impact Fees	960,563	-	-	960,563
EQUITY IN POOLED CASH AND CASH EQUIVALENTS - END OF YEAR	$ 12,979,659	$ -	$ 233,981	$ 13,213,640

See accompanying Notes to Financial Statements.

CITY OF AVON PARK, FLORIDA
STATEMENT OF CASH FLOWS (CONTINUED)
PROPRIETARY FUNDS
YEAR ENDED SEPTEMBER 30, 2023

	Business-Type Activities - Enterprise Funds			
	Water and Sewer Fund	Airport Fund	Solid Waste Fund	Total
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES				
Operating Income (Loss)	$ 425,905	$ (1,178,830)	$ (710,939)	$ (1,463,864)
Adjustment to Reconcile Operating Income (Loss) to Net Cash Provided by Operating Activities:				
Depreciation and Amortization	1,137,399	635,772	244,682	2,017,853
Changes in Certain Assets, Deferred Outflows Liabilities, and Deferred Inflows:				
Accounts Receivable	26,654	49,886	(11,722)	64,818
Leases Receivable	-	8,225	-	8,225
Inventories and Prepaids	(140,892)	(2,637)	-	(143,529)
Deferred Outflows of Resources	(33,921)	-	(16,896)	(50,817)
Accounts Payable and Accrued Liabilities	(105,597)	43,140	12,795	(49,662)
Compensated Absences	(15,257)	-	4,332	(10,925)
Unearned Revenue	(2,988,296)	-	-	(2,988,296)
Other Postemployment Benefits	1,935	-	3,817	5,752
Net Pension Liability	325,389	-	162,081	487,470
Deferred Inflows of Resources	(19,610)	(98,265)	(3,559)	(121,434)
Net Cash Provided (Used) by Operating Activities	$ (1,386,291)	$ (542,709)	$ (315,409)	$ (2,244,409)
SUPLEMENTAL DISCLOSURES OF NONCASH INVESTING, CAPITAL, AND FINANCING ACTIVITIES				
Assets Acquired Through Retainage and Accounts Payable	$ 51,459	$ -	$ 2,352	$ 53,811

See accompanying Notes to Financial Statements.

CITY OF AVON PARK, FLORIDA
STATEMENT OF FIDUCIARY NET POSITION
PENSION TRUST FUNDS
SEPTEMBER 30, 2023

	Pension Trust Funds
ASSETS	
Cash and Cash Equivalents	$ 365,347
Receivables:	
Contribution Receivable:	
Brokerage Transactions	1,218
Accrued Income	16,697
Total Receivables	17,915
Prepaid Benefit Payments	1,250
Investments, at Fair Market Value:	
Fixed Income Mutual Funds	1,984,252
U.S. Government and Agencies	949,039
Corporate and Foreign Bonds	395,179
Equity Securities and Mutual Funds	8,175,453
Real Estate Investment Fund	1,255,231
Total Investments	12,759,154
Total Assets	13,143,666
LIABILITIES	
Accounts Payable	29,537
Total Liabilities	29,537
FIDUCIARY NET POSITION	
Restricted for:	
Pension	13,114,129
Total Fiduciary Net Position	$ 13,114,129

See accompanying Notes to Financial Statements.

CITY OF AVON PARK, FLORIDA
STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
PENSION TRUST FUNDS
YEAR ENDED SEPTEMBER 30, 2023

	Pension Trust Funds
ADDITIONS	
Contributions:	
City	$ 364,204
Plan Members	56,319
State of Florida	60,750
Total Contributions	481,273
Investment Income (Loss)	1,303,833
Less Investment Expenses:	
Investment Management Fees	19,526
Custodial Fees	7,302
Performance Evaluation Fees	38,500
Total Investment Expenses	65,328
Net Investment Income (Loss)	1,238,505
Total Additions	1,719,778
DEDUCTIONS	
Administrative Expenses	123,059
Payments to Retirees and Participants	1,246,768
Total Deductions	1,369,827
CHANGE IN NET POSITION	349,951
Net Position Restricted for Pension - Beginning of Year	12,764,178
NET POSITION RESTRICTED FOR PENSION - END OF YEAR	$ 13,114,129

See accompanying Notes to Financial Statements.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Reporting Entity

The City of Avon Park, Florida (the City), a municipality under the law of the state of Florida, is located in Highlands County and is approximately 9.84 square miles in area. It was first incorporated in 1926 when Florida Law Chapter 12512 approved its original charter. In 1931, it was re-established as a municipal government when its present charter was approved by the voters at a general referendum and by the Laws of Florida 14622 and the Act of 1929. The City Council is comprised of the Mayor and four City Council persons. The City provides public safety, public works, recreation, and general government services to its approximately 11,000 residents. The City also operates water and wastewater, airport, and solid waste enterprises.

The accompanying financial statements include all those separately administered departments and funds for which the City has financial accountability. In evaluating the City as a reporting entity, management has addressed all potential component units (legally separate reporting entities) for which the City may be financially accountable and, as such, should be included within the City's financial statements. The City (the primary government) is financially accountable if it appoints a voting majority of the organization's governing board and (1) it is able to impose its will on the organization, or (2) there is a potential for the organization to provide specific financial burden on the City. Organizations for which the City is not financially accountable are also included when doing so is necessary in order to prevent the City's financial statements from being misleading.

The component unit discussed in the following paragraph is included in the City's reporting entity because of the significance of its operational and financial relationship with the City.

The Community Redevelopment Agency of the City of Avon Park (the CRA) was created on March 28, 1988, pursuant to Florida Statute 163.356, by the passage of City Ordinance No. 822 and is responsible for the redevelopment of defined areas within the city limits. The City Council serves as the board of commissioners for the CRA. Although the CRA is legally separate, it meets the criteria for blending and is presented as a governmental fund of the primary government. The City and County are obligated to pay the CRA any tax revenues relating to an increase in the assessed value of the property within the redevelopment areas. The City's payment to the CRA is reported as a transfer between funds. Separate financial statements for the CRA may be obtained by writing to the CRA, Office of the City Manager, 110 E. Main Street, Avon Park, FL 33825.

Related Organizations

The City Council is responsible for appointing the board members of the Avon Park Housing Authority (the Authority), but the City's accountability for this organization does not extend beyond making the appointments. The Authority is a related organization of the City and not a component unit.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

B. Measurement Focus and Basis of Accounting

The basic financial statements of the City are composed of the following:

- Government-wide financial statements
- Fund financial statements
- Notes to the financial statements

Government-Wide Financial Statements

Government-wide financial statements display information about the reporting government as a whole, except for its fiduciary activities. These statements include separate columns for the governmental and business-type activities of the primary government. Governmental activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely, to a significant extent, on fees and charges for support.

Government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary fund and fiduciary fund financial statements. Under the accrual basis of accounting, revenues, expenses, gain, losses, assets, deferred outflows of resources, liabilities, and deferred inflows of resources resulting from exchange and exchange-like transactions are recognized when the exchange takes place. Revenues, expenses, gains, losses, assets, deferred outflows of resources, liabilities, and deferred inflows of resources resulting from nonexchange transactions are recognized in accordance with the requirements of GASB Statement No. 33, *Accounting and Financial Reporting for Nonexchange Transactions*.

Program revenues are derived directly from the program itself or from parties outside the reporting government's taxpayers or citizenry, and as a whole they reduce the cost of the function to be financed from the government's general revenues. Program revenues include charges for services, program specific operating grants and contributions, and program specific capital grants and contributions. Program revenues are netted with program expenses in the statement of activities to present the net cost of each program.

Amounts paid to acquire capital assets are capitalized as assets in the government-wide financial statements, rather than reported as expenditures. Proceeds of long-term debt are recorded as liabilities in the government-wide financial statements, rather than as other financing sources. Amounts paid to reduce long-term indebtedness of the reporting government are reported as a reduction of the related liability, rather than as expenditures.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to the general rule are other charges between the government's water and sewer, airport, and solid waste functions and various other functions of the government. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

B. Measurement Focus and Basis of Accounting (Continued)

Government-Wide Financial Statements (Continued)

The City's pension trust funds are presented in the fund financial statements by type (fiduciary). Since these assets are being held for the benefit of others (plan members) and cannot be used to address activities or obligations of the government, these funds are not incorporated into the government-wide statements.

Fund Financial Statements

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

Fund financial statements for the primary government, which are comprised of governmental, proprietary, and fiduciary funds, are presented after the government-wide financial statements. These statements display information about major funds individually and nonmajor funds in the aggregate for governmental and proprietary funds. The fiduciary statement includes financial information for the pension trust funds.

When both restricted and unrestricted resources are combined in a fund, expenses are considered to be paid first from restricted resources and then from unrestricted resources.

Governmental Funds

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 collected within the current period or soon enough thereafter to pay liabilities of the current period. Property taxes, intergovernmental revenues, and interest earned associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. All other revenue items are considered to be measurable only when cash is received by the City. For this purpose, the City 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.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

B. Measurement Focus and Basis of Accounting (Continued)

Governmental Funds (Continued)

Under the current financial resources measurement focus, only current assets, deferred outflows of resources, current liabilities, and deferred inflows of resources are generally included on the balance sheet. The reported fund balance is considered to be a measure of "available spendable resources". Governmental funds operating statements present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in net current assets. Accordingly, they are said to present a summary of sources and uses of "available spendable resources" during a period.

Because of their spending measurement focus, expenditure recognition for governmental funds excludes amounts represented by noncurrent liabilities. Since they do not affect net current assets, such long-term amounts are not recognized as governmental fund expenditures or fund liabilities.

Amounts expended to acquire capital assets are recorded as expenditures in the year that resources were expended, rather than as fund assets. The proceeds of long-term debt are recorded as an other financing source rather than as a fund liability. However, debt service expenditures and claims and judgments, are recorded only when payment is due.

Proprietary Funds

The City's enterprise funds are proprietary funds. In the fund financial statements, proprietary funds are presented using the accrual basis of accounting. Revenues are recognized when they are earned and expenses are recognized when the related goods or services are delivered. In the fund financial statements, proprietary funds are presented using the economic resources measurement focus. This means that all assets and all liabilities (whether current or noncurrent) associated with their activity are included on their statement of net position. Proprietary funds operating statements present increases (revenues) and decreases (expenses) in total net position.

Proprietary fund operating revenues, such as charges for services, result from exchange transactions associated with the principal activity of the fund. Exchange transactions are those in which each party receives and gives up essentially equal values. Nonoperating revenues, such as grants, investment earnings, and miscellaneous other revenues result from nonexchange transactions or ancillary activities. Operating expenses for proprietary funds include personal services, materials, supplies, other services, and depreciation on capital assets. All expenses not meeting this definition are reported as nonoperating expenses.

Amounts paid to acquire capital assets are capitalized as assets in the fund financial statements, rather than reported as an expense. Proceeds of long-term debt are recorded as a liability in the fund financial statements, rather than as an other financing source. Amounts paid to reduce long-term indebtedness are reported as a reduction of the related liabilities, rather than as an expense.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

B. Measurement Focus and Basis of Accounting (Continued)

Basis of Presentation

GASB Statement No. 34 sets forth minimum criteria (percentage of the assets, liabilities, revenues, or expenditures/expenses of either fund category or the governmental and enterprise combined) for the determination of major funds. The City has used GASB Statement No. 34 minimum criteria for major fund determination. Major governmental funds are reported as separate columns in the fund financial statements.

The following is a brief description of the funds used by the City.

Governmental Major Funds

General Fund – This fund is the City's primary operating fund and accounts for all financial resources except those required to be accounted for in another fund. Resources are generated primarily from local property and utilities service taxes, franchise fees, licenses and permits, intergovernmental revenue, and charges for services. Expenditures are incurred to provide general government, public safety, transportation, culture and recreation, and economic environment services.

Infrastructure Fund – This special revenue fund accounts for the one cent local option sales tax. The proceeds for this surtax are restricted to be expended on assets specified by statutes.

CRA Fund – This special revenue fund is used to account for additional ad valorem taxes resulting from an increase in the assessed value above a designated base year of property within the Main Street, South Side, and Airport redevelopment areas. The uses of those resources are restricted by Chapter 163, Florida Statutes.

Community Development Block Grant (CDBG) Fund – This special revenue fund is used to account for Federal CDBG revenues that are legally restricted for expenditures of specific purposes.

Proprietary Major Funds

Water and Sewer Fund – This fund accounts for the facilities and administration relating to residential and commercial water and sewer services provided to customers inside and outside of city limits.

Airport Fund – This fund accounts for the operations and facilities at the City owned airport. This fund includes rental properties.

Solid Waste Fund – This fund accounts for the facilities and operations relating to the sanitary disposal of solid waste.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

B. Measurement Focus and Basis of Accounting (Continued)

Basis of Presentation (Continued)

Other Funds

Pension Trust Funds – These funds account for financial activity of the pension plans for policemen and firemen of the City. The City's Pension Trust Funds are the Police Officers' Retirement System and the Firefighters' Retirement System. Each plan is administered by a board of trustees.

Noncurrent Governmental Assets/Liabilities

GASB Statement No. 34 requires noncurrent governmental assets, such as land and buildings, and noncurrent governmental liabilities, such as general obligation bonds and leases, be reported in the governmental activities column in the government-wide statement of net position.

C. Budgets and Budgetary Accounting

Budgets are prepared for the General Fund, Infrastructure Fund, CRA Fund, and CDBG Fund on a basis consistent with the basis of accounting utilized for the respective funds, the modified accrual basis of accounting.

The City also adopts operating budgets for the Enterprise Funds on a modified accrual basis, which is not the same basis of accounting as that used to account for actual results of operation (accrual basis). The primary differences between the budgetary basis and the basis used to account for the results of operations are that the City budgets capital outlays and debt service payments, which include principal payments.

Budgets are not prepared for the Pension Trust Funds.

The legal level of budgetary control is at the department level.

Encumbrance accounting, under which purchase orders, contracts, and other commitments for the expenditure of monies are recorded in order to reserve that portion of the applicable appropriation, is employed as an extension of formal budgetary integration in all funds except the Pension Trust Funds. Encumbrances are not the equivalent of expenditures, and lapse at year-end.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

D. Reconciliation of Government-Wide and Fund Financial Statements

The "net change in fund balances" for governmental funds, an increase of $4,325,563, differs from the "change in net position" for governmental activities, an increase of $4,470,696, reported in the statement of activities. The differences arise primarily from the long-term economic focus of the statement of activities versus the current financial resources focus of the governmental funds.

E. Reclassifications and Eliminations

Transfers in and transfers out between governmental activities and business-type activities in the amount of $-0- and $1,833, respectively, were eliminated. Amounts due to and due from between governmental activities of $580,710 were eliminated. In addition, advances to and advances from between governmental and business-type activities in the amount of $-0- and $351,460, respectively, were also eliminated.

F. Cash and Cash Equivalents

The City considers cash and cash equivalents to be cash on hand, cash in banks, and short-term investments with maturities less than three months when acquired, including restricted assets.

Cash balances from the majority of funds are pooled for investment purposes. Earnings from such investments are allocated to the respective funds based on applicable cash participation by each fund. The investment pools are managed such that all participating funds have the ability to deposit and withdraw cash as if they were demand deposit accounts and, therefore, all balances representing participant's equity in the investment pools are classified as cash equivalents for purposes of these financial statements.

For purposes of the statement of cash flows, each fund's equity in the investment pool is considered to be a cash equivalent since deposits and withdrawals can be made at any time without prior notice or penalty.

G. Investments

Investments are stated at fair value, except for short-term investments, which are stated at amortized cost. Fair value is based on the price that would be received to sell an investment in an orderly transaction between market participants.

H. Receivables

Receivables are shown at their net realizable value and reduced by an allowance for those uncollectible accounts, where determined by management. Uncollectible accounts are those 90 days old and greater.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

I. Inventories

Inventories are stated at cost, which is not in excess of market. Cost is determined on a weighted average method. The consumption method issued to account for inventories.

J. Prepaid Items

Certain payments to vendors reflect cost applicable to future periods and are recorded as prepaid items. Prepaids are expensed in the periods benefitted.

K. Interfund Transactions

Interfund transactions are accounted for in the following manner:

Transactions for services rendered are recorded as revenues in the receiving fund and as expenditures in or expenses (as appropriate) in the disbursing fund. Transactions to reimburse a fund for expenditures made by it for the benefit of another fund are recorded as expenditures or expenses (as appropriate) in the disbursing fund and as a reduction of expenditures or expenses (as appropriate) in the receiving fund; and transactions to shift revenues from the fund budgeted to receive them to the fund budgeted to expend them are recorded as transfers in and out, respectively.

Transfers are reported in the Other Financing Sources (Uses) section in the statement of revenues, expenditures, and changes in fund balances and in the Transfers section in the statement of revenues, expenses, and changes in fund net position. As of fiscal year-end, any unpaid amounts related to these transactions are reported as due to/from other funds on the governmental funds balance sheet or proprietary funds statement of net position.

Long-term interfund loans are reported as Advances to Other Funds and as Nonspendable Fund Balance in the general fund to maintain accountability and to property disclose the amount available for appropriations. Repayments are recorded as reductions in the receivable.

L. Capital Assets

Capital assets, which include property, plant, equipment, and infrastructure assets (e.g., roads, bridges, rights-of-way, water and sewer distribution systems and similar items), are reported in the applicable governmental or business-type activities column in the government-wide financial statements. Only the infrastructure assets acquired or constructed beginning in the fiscal year 2004 are reported and depreciated. Retroactive reporting of infrastructure assets prior to the fiscal year 2004 will not be implemented in accordance with the provisions of GASB Statement No. 34.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

L. Capital Assets (Continued)

Capital assets are defined by the City as assets with an initial, individual cost of $1,000 or more and an estimated useful life in excess of one year. Capital assets are valued at historical cost or estimated historical cost if actual is not available. Donated capital assets are recorded at acquisition value at the date of donation. Prior to 1985, land, building improvements, and equipment were recorded on either a cost basis where known, or on an estimated cost basis based on discounted independent appraisals.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend its useful life are not capitalized.

Capital assets acquired by lease/purchase agreements or multiple-year installment purchase contracts are recorded in the governmental funds in the year acquired as capital outlay expenditures and as other financing sources in the amount of the discounted present value of the total stipulated payments.

Property, plant, and equipment of the primary government are depreciated using the straight-line method over the estimated useful lives of the assets which are as follows:

Infrastructure	30 Years
Buildings	10 to 30 Years
Plant and Improvements Other than Buildings	5 to 40 Years
Equipment	3 to 20 Years

M. Unearned Revenues

Unearned Revenue arises only when the City receives resources before it has a legal claim to them.

The unearned revenue will be recognized as revenues in the fiscal year in which they are earned.

N. Compensated Absences

Upon separation of service, regular full-time employees receive payment for vacation time earned but not used at their last rate of pay as follows:

- General government employees will be paid up to a maximum of twice the employee's annual accrual
- Police officers will be paid up to a maximum of 240 hours
- Firefighters will be paid up to a maximum of 480 hours
- City manager and department heads are not limited and will be paid in full unless under a contractual agreement. The maximum paid at separation of service in accordance with those contracts ranges from 500 to 700 hours

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

N. Compensated Absences (Continued)

Upon separation of service, regular full-time employees receive payment for sick leave earned but not used at their last rate of pay as follows:

- General government employees shall be paid for one-half of the accumulated unused sick leave up to a maximum of 480 hours after 10 years of services or death
- Police officers and firefighters shall be paid for one-half of the accumulated unused sick leave up to a maximum of 480 hours at retirement or death
- Employees under contractual agreements shall be paid in accordance with their agreement. Current agreements stipulate one-half to 100% of accumulated unused sick leave up to a maximum of 300 to 600 hours

Compensated absences are reported in governmental funds when payment is due. As accumulated sick and annual leave would not be liquidated with expendable available resources, a long-term liability of accrued sick and annual leave has been recorded in the government-wide statement of net position at September 30, 2023, representing the City's commitment to fund such costs from future operations. The liability for compensated absences is liquidated in the fund in which an employee's payroll expense is normally recorded. The general fund has been used in prior years to liquidate the liability for compensated absences in governmental funds.

O. Deferred Outflows of Resources/Deferred Inflows of Resources

The City has multiple items that qualify for reporting as deferred outflows of resources, which is reported in the government-wide and proprietary funds statement of net position. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

These items include differences in expected and actual experience, changes in actuarial assumptions, net difference between projected and actual earnings on pension and OPEB plan investments, changes in the proportion and differences between the city's contributions and proportionate share of contributions relating to the Florida Retirement System Pension Plan and the Retiree Health Insurance Subsidy Program and the City's contributions subsequent to the measurement date. The other amounts will be recognized as increases in pension expense in future years.

Details on the composition of deferred outflows related to pensions and OPEB are reported in subsequent notes.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

O. Deferred Outflows of Resources/Deferred Inflows of Resources (Continued)

The City has multiple items that qualify for reporting as deferred inflows of resources in the government-wide and proprietary funds statement of net position, and one item that qualifies as a deferred inflow of resources in the governmental funds. This separate financial statement element represents an acquisition of net position or fund balance that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. In the government-wide and proprietary funds statement of net position these items include the difference between expected and actual economic experience, net difference between projected and actual earnings on pension and OPEB plan investments, and changes in the proportion and differences between the city's contributions and proportionate share of contributions, relating to the Florida Retirement System Pension Plan and the Retiree Health Insurance Subsidy Program.

In the governmental funds, a deferred inflow of resources is reported for unavailable intergovernmental revenues that were not received within 60 days of year-end. The amounts are deferred and recognized as an inflow of resources in the period in which the amounts become available.

Details on the composition of deferred inflows related to pensions, OPEB, and leases, are reported in a subsequent note.

P. Pension Plans

The City has pension plans covering substantially all of its regularly employed employees. It is the policy of the City to fund pension costs for defined benefit plans on an actuarial basis, which includes amortization of prior service costs, and to fund defined contribution plans as pension costs accrue.

In the government-wide and proprietary funds statement of net position, liabilities are recognized for the City's share of each defined benefit pension plan's net pension asset or liability. For purposes of measuring the net pension asset, liability, deferred outflows of resources, and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the City's sponsored single employer plans, the Florida Retirement System (FRS) defined benefit plan and the Health Insurance Subsidy (HIS) defined benefit plan and additions to/deduction from the City's sponsored single employer plans, the FRS and the HIS fiduciary net position have been determined on the same basis as they are reported by the City's sponsored single employer plans, the FRS and the HIS plans. For this purpose, defined benefit payments (including refund of employee contributions) are recognized when due and payable in accordance with benefit terms. Investments are reported at fair value.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Q. Other Postemployment Benefits Obligation (OPEB)

In the statement of net position, liabilities are recognized for the City's total OPEB liability as determined by an actuarial review of the healthcare coverage purchased by retirees to continue participation in the City's health plan. OPEB expense is recognized immediately for changes in the OPEB liability resulting from current year service cost, interest on the total OPEB liability, and changes of benefit terms or actuarial assumptions.

R. Fund Balance Policy

The City's policy for fund balance of the general fund is to maintain minimum fund balance equal to 20% of the current year operating expenditures budgeted. If prior committed or assigned fund balance causes the unassigned fund balance to fall below 20%, the City shall take action necessary to restore the unassigned fund balance to acceptable levels within two years.

S. Property Tax Revenues

Ad valorem taxes for the current fiscal year (beginning October 1, 2022) were assessed on July 1, 2022 based on property values of January 1, 2022. The taxes were billed in the month of November 2022 by the Highlands County Tax Collector who remits collected taxes to the City monthly.

Taxes were due November 1, 2022 (levy date) and became delinquent April 1, 2023. Tax certificates were issued for delinquent taxes by June 1, 2023 (lien date). Generally, the City collects substantially all of its current year property taxes during the year in which they are due.

T. Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States, as applicable to governmental entities, requires management to make use of estimates that affect the reported amounts in the financial statements. Actual results could differ from estimates.

U. Government-Wide and Proprietary Fund Net Position

Government-wide and proprietary fund net position is divided into three categories:

Net Investment in Capital Assets – consists of the historical cost of capital assets less accumulated depreciation and less any debt that remains outstanding and was used to finance those assets.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

U. Government-Wide and Proprietary Fund Net Position (Continued)

Restricted Net Position – consists of amounts constrained to specific purposes by their providers (such as grantors, bondholders, higher levels of government, and contributors), through constitutional provisions, by enabling legislation, or contributor restrictions.

Unrestricted – all other net position is reported in this category.

V. Governmental Fund Balances

In the governmental fund financial statements, fund balances are classified as follows:

Nonspendable – amounts that are not in spendable form (such as inventory or prepaid items) or are required to be maintained intact.

Restricted – amounts constrained to specific purposes by their providers (such as grantors, bondholders, and higher levels of government), through constitutional provisions, or by enabling legislation.

Committed – amounts constrained to specific purposes by the City itself, using its highest level of decision-making authority, the City Council. To be reported as committed, amounts cannot be used for any other purpose unless the City takes the same highest level action to remove or change the constraint.

Assigned – amounts the City intends to use for a specific purpose. Intent can be expressed by the City Council or by an official or body to which the City Council delegates the authority.

Unassigned – amounts that are available for any purpose. Positive amounts are reported only in the General Fund. Unassigned fund balance may also include negative balances for any governmental fund if expenditures exceed amounts restricted, committed, or assigned for those purposes.

W. Governmental Fund Balances

Disbursements of fund balance will first be made from restricted amounts when both restricted and unrestricted fund balance is available. Additionally, the City will first use committed fund balance, followed by assigned fund balance, and then unassigned fund balance when expenditures are incurred for purposes where amounts in any of the unrestricted fund balance classifications could be used.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

X. Adoption of New Accounting Standards

In May 2020, the Governmental Accounting Standards Board (GASB) issued GASB Statement No. 96, *Subscription-Based Information Technology Arrangements*. This standard defines a subscription-based information technology arrangement (SBITA); establishes that a SBITA results in a right-to-use subscription asset (an intangible asset) and a corresponding subscription liability; provides the capitalization criteria for outlays other than subscription payments, including implementation costs of a SBITA; and requires note disclosures regarding a SBITA.

The City adopted the requirements of the guidance effective October 1, 2022 and has elected to apply the provisions of this standard to the beginning of the period of adoption. Adoption of the standard had no impact on the financial statements.

NOTE 2 CASH, CASH EQUIVALENTS, AND INVESTMENTS

A reconciliation of deposits and investments to amounts shown on the statement of net position and statement of fiduciary net position is as follows:

Deposits	$ 31,311,998
Cash on Hand	2,000
Investments	14,872,980
Total	$ 46,186,978
Statement of Net Position:	
Equity in Pooled Cash and Cash Equivalents	$ 31,505,331
Restricted Equity in Pooled Cash and Cash Equivalents	1,557,146
Statement of Fiduciary Net Position:	
Cash and Cash Equivalents	365,347
Investments	12,759,154
Total	$ 46,186,978

NOTE 2 CASH, CASH EQUIVALENTS, AND INVESTMENTS (CONTINUED)

Fair Value. The City categorizes its fair value measurements within the fair value hierarchy established by accounting principles generally accepted in the United States of America. Debt and equity securities classified as Level 1 of the fair value hierarchy are valued using prices quoted in active markets for those securities. Securities classified as Level 2 of the fair value hierarchy are valued using quoted prices for similar assets in active markets. The City had the following fair value measurements as of September 30, 2023:

	Total	Level 1	Level 2	Level 3
Investments by Fair Value Level:				
Multi-Sector Fixed Income Mutual Funds	$ -	$ -	$ -	$ -
Fixed Income Mutual Funds	1,984,252	1,984,252	-	-
U.S. Government and Agencies	949,039	-	949,039	-
Corporate and Foreign Bonds	395,179	-	395,179	-
Equity Securities and Equity Mutual Funds	8,175,453	8,175,453	-	-
Total Investments Measured at Fair Value	11,503,923	$ 10,159,705	$ 1,344,218	$ -
Investments Measured at Net Asset Value:				
Real Estate Investment Fund	1,255,231			
Investments Measured at Amortized Cost:				
SBA Florida PRIME	2,113,826			
Total Investments	$ 14,872,980			

The City owns shares in a real estate investment fund which is a pooled investment fund that is a broadly diversified core real estate fund that reports is value at net asset value (NAV) per share. Redemption requests of units in the real estate investment fund may be made at any time and are effective at the end of the calendar quarter in which the request is received by the investment fund. The units that are subject to the City's redemption notice may be redeemed in installments as funds become available for such purpose and the redemption price will be the value per unit at such time the payment is made. The real estate investment fund is not required to liquidate or encumber assets or defer investments in order to make redemptions.

All investments in the real estate investment fund are apprised by an independent third-party MAI appraiser each and every quarter, commencing the quarter after the investment is made. The appraiser must hold a nationally recognized professional appraisal designation (MAI with the Appraisal Institute) and comply with the Uniform Standards of Professional Appraisal Practice as adapted by the Appraisal Standards Board of the Appraisal Foundation and Appraisal Institute.

NOTE 2 CASH, CASH EQUIVALENTS, AND INVESTMENTS (CONTINUED)

Interest Rate Risk. As a means of limiting its exposure to fair value losses arising from rising interest rates, the City's investment policy limits investments of current operating funds to have maturities of no longer than 18 months. Investments of the City's fiduciary funds (pension plans) shall have a term appropriate to the need to fund future retiree benefits and in accordance with each plan's governing board's investment policy. As of September 30, 2023, the City had the following investments in debt securities and related maturities:

		Remaining Maturities (in Years)			
Investment Type	Fair Value	Less than 1	1-5	6-10	More than 10
Governmental and Business-Type Activities:					
SBA Florida PRIME	$ 2,113,826	$ 2,113,826	$ -	$ -	$ -
Fiduciary:					
Multi-Sector Fixed Income Mutual Funds	-	-	-	-	-
Fixed Income Mutual Funds	1,984,252	68	416,954	1,513,898	53,332
U.S. Government and Agencies	949,039	-	121,322	52,229	775,488
Corporate and Foreign Bonds	395,179	-	141,135	254,044	-
Total Fair Value	$ 5,442,296	$ 2,113,894	$ 679,411	$ 1,820,171	$ 828,820

Credit Risk. Credit risk is the risk that an insurer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. The City's investment policy minimizes credit risk by limiting the maximum percentage that may be invested in any one entity or instrument at any one time. Presented below is the actual rating as of September 30, 2023 for each type of investment in debt securities.

S&P Rating	Market Value
Governmental and Business-Type Activities:	
AAAm	$ 2,113,826
Fiduciary:	
Not Rated	1,644,559
AAA to A-	1,292,203
BBB+ to BBB	374,078
Below B	17,630
Total	$ 5,442,296

The City follows the guidelines of Florida Statute 218.415, which allows certain types of investments. The City's investment policy allows investment in government-sponsored agencies such as investment pools, tax-exempt municipal bonds, direct obligations, and bonds guaranteed by the U.S. Government, with a minimum AA rating by *Standard and Poor's*.

Custodial Credit Risk. For an investment, custodial credit risk is the risk that in the event of the failure of the counterparty, the City will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party.

NOTE 2 CASH, CASH EQUIVALENTS, AND INVESTMENTS (CONTINUED)

Concentration of Investment Risk. Concentration of investment risk is the risk of losses that may occur from having a large portion of the City's holdings in a particular investment relative to the overall portfolio. GASB Statement 40 and GASB Statement 67 require disclosure of investments (other than those issued or guaranteed by the U.S. Government) in any one organization that represents 5% or more of total investments or fiduciary net position. At September 30, 2023, the City and the Police Retirement System did not hold investments in any one organization that exceeded the threshold. At September 30, 2023, investment in the following mutual funds represented more than 5% of the Firefighters' Retirement System's net position:

Investment Fund	% of Plan Net Position
JP Morgan Equity Income Fund	7.59 %
MFS Growth Fund	8.87 %
Vanguard 500 Index Fund	19.97 %
Vanguard Extended Market Index Fund	7.16 %
Delaware Small Cap Core Fund	6.72 %
American Funds Europacific Growth Fund	14.89 %
American Core Property Funds	9.54 %

All deposit accounts of the City are placed in banks that qualify as a public depository, as required by law (Florida Security for Public Deposits Act, Chapter 280, Florida Statutes). Chapter 280 of the Florida Statutes provides that qualified public depositories must maintain eligible collateral having a market value equal to 25% of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance held by the depository during the 12 months immediately preceding the date of any computation of the balance. As such, the depository is not required to hold collateral in the City's name, nor specify which collateral is held for the City's benefit.

The Public Deposit Security Trust Fund, as created under the laws of the state of Florida, would be required to pay the City for any deposits not covered by depository insurance or collateral pledged by the depository as previously described. Florida Statutes and the City's investment policy authorize the City to use interest bearing time deposit, savings accounts, and money market accounts in qualified public depositories. All deposits are entirely insured.

The City invests funds throughout the year with Florida PRIME, an investment pool administered by the State Board of Administration (SBA), 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, 2023, Florida PRIME contained certain floating and adjustable rate securities which were indexed based on the prime rate and/or one and three month LIBOR rates. These investments represented 31.40% of the Florida PRIME's portfolio at September 30, 2023.

NOTE 2 CASH, CASH EQUIVALENTS, AND INVESTMENTS (CONTINUED)

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 weighted average days to maturity (WAM) of Florida PRIME as of September 30, 2023 was 35 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, 2023 was 75 days. Investments in Florida PRIME must carry an "AAAm" rating from *Standard and Poor's*. On September 30, 2023, *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."

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, 2023, 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.

Concentration of Credit Risk. Assets are to be diversified to control the risk of loss resulting from concentration of assets in a specific maturity, issue, instruments, deals, or bank through which the investments are bought and sold.

Foreign Currency Risk. The City is not exposed to any foreign currency risk.

NOTE 3 RECEIVABLES

Receivables as of September 30, 2023 for the City's individual major funds, including the applicable allowances for uncollectible accounts, are as follows:

	Governmental Activities	Business-Type Activities			
	General	Water and Sewer	Airport	Solid Waste	Total
Utility and Franchise Taxes	$ 180,248	$ -	$ -	$ -	$ 180,248
Customer Charges	-	1,397,858	39,002	184,949	1,621,809
Miscellaneous	9,944	-	-	-	9,944
Gross Receivables	190,192	1,397,858	39,002	184,949	1,812,001
Allowance for Doubtful Accounts	(50,169)	(608,116)	(7,998)	(124,075)	(790,358)
Total	$ 140,023	$ 789,742	$ 31,004	$ 60,874	$ 1,021,643

NOTE 4 CAPITAL ASSETS

Capital asset activity for the year ended September 30, 2023 was as follows:

	Beginning Balance	Increases	Decreases	Transfers	Ending Balance
Governmental Activities:					
Capital Assets, Not Being Depreciated/Amortized:					
Land	$ 403,202	$ -	$ -	$ -	$ 403,202
Construction in Progress	-	3,000	-	-	3,000
Total Capital Assets, Not Being Depreciated/Amortized	403,202	3,000	-	-	406,202
Capital Assets, Being Depreciated/Amortized:					
Buildings and Systems	6,776,622	281,107	-	-	7,057,729
Equipment	3,926,410	494,962	(6,530)	-	4,414,842
Infrastructure	8,618,591	299,219	-	-	8,917,810
Total Capital Assets Being Depreciated/Amortized	19,321,623	1,075,288	(6,530)	-	20,390,381
Less: Accumulated Depreciation/ Amortization for:					
Buildings and Systems	(4,600,195)	(206,432)	-	-	(4,806,627)
Equipment	(3,288,501)	(204,976)	-	-	(3,493,477)
Infrastructure	(3,688,962)	(323,377)	-	-	(4,012,339)
Total Accumulated Depreciation/Amortization	(11,577,658)	(734,785)	-	-	(12,312,443)
Total Capital Assets, Being Depreciated/Amortized, Net	7,743,965	340,503	(6,530)	-	8,077,938
Governmental Activities Capital Assets, Net	$ 8,147,167	$ 343,503	$ (6,530)	$ -	$ 8,484,140

NOTE 4 CAPITAL ASSETS (CONTINUED)

	Beginning Balance	Increases	Decreases	Transfers	Ending Balance
Business-Type Activities:					
Capital Assets, Not Being Depreciated/Amortized:					
Land	$ 2,349,207	$ -	$ -	$ -	$ 2,349,207
Construction in Progress	509,266	2,813,733	(2,500)	(262,962)	3,057,537
Total Capital Assets, Not Being Depreciated/Amortized	2,858,473	-	-	-	5,406,744
Capital Assets, Being Depreciated/Amortized:					
Buildings and Systems	48,651,711	733,294	(23,474)	262,962	49,624,493
Equipment	9,003,666	431,533	(11,948)	-	9,423,251
Total Capital Assets Being Depreciated/Amortized	57,655,377	1,164,827	(35,422)	262,962	59,047,744
Less: Accumulated Depreciation/ Amortization for:					
Buildings and Systems	(27,622,292)	(1,311,359)	-	-	(28,933,651)
Equipment	(5,936,927)	(701,864)	-	-	(6,638,791)
Total Accumulated Depreciation/Amortization	(33,559,219)	(2,013,223)	-	-	(35,572,442)
Total Capital Assets, Being Depreciated/Amortized, Net	24,096,158	(848,396)	(35,422)	262,962	23,475,302
Right-to-Use Lease Assets, Being Depreciated/Amortized:					
Right-to-Use Lease Equipment	4,902	-	(4,902)	-	-
Less: Accumulated Depreciation/ Amortization for:					
Right-to-Use Lease Equipment	(272)	(4,630)	4,902	-	-
Total Right-to-Use Assets Being Depreciated/Amortized, Net	4,630	(4,630)	-	-	-
Business-Type Activities Capital Assets, Net	$ 26,959,261	$ (848,396)	$ (35,422)	$ 262,962	$ 28,882,046

Depreciation and amortization expense was charged to functions/programs of the primary government as follows:

Governmental Activities:	
General Government	$ 89,686
Public Safety	149,722
Transportation	330,444
Culture and Recreation	164,933
Total Depreciation	$ 734,785
Business-Type Activities:	
Water and Sewer	$ 1,137,399
Airport	635,772
Solid Waste	244,682
Total Depreciation and Amortization Expense	$ 2,017,853

NOTE 5 COMMITMENTS

Construction Commitments

At September 30, 2023, the City had the following construction commitments:

Governmental Activities:	
Engineering	$ 142,472
Road Improvements	683,552
Total	$ 826,024
Business-Type Activities:	
Airport Fund:	
Engineering Services	$ 310,202
Improvements	320,957
Water & Sewer Fund:	
Engineering Services	141,575
Total	$ 772,734

NOTE 6 LONG-TERM LIABILITIES

The summary of changes in long-term liabilities for the fiscal year ended September 30, 2023 is as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Amounts Due within One Year
Governmental Activities:					
Compensated Absences	$ 249,495	$ 248,348	$ 221,255	$ 276,588	$ 235,100
Total Governmental Activities Long-Term Liabilities	$ 249,495	$ 248,348	$ 221,255	$ 276,588	$ 235,100
Business-Type Activities:					
Compensated Absences	$ 104,854	$ 129,518	$ 140,446	$ 93,926	$ 93,926
Direct Borrowing: Loans Payable	23,857	-	300	23,557	1,298
Leases	1,657	-	1,657	-	-
Total Business-Type Activities Long-Term Liabilities	$ 130,368	$ 129,518	$ 142,403	$ 117,483	$ 95,224

For governmental activities, compensated absences are liquidated by the General Fund.

NOTE 6 LONG-TERM LIABILITIES (CONTINUED)

The annual requirements to amortize the debt outstanding at September 30, 2023 are as follows:

	Business-Type Activities		
	Direct Borrowings		
Year Ending September 30,	Principal	Interest	Total
2024	$ 1,298	$ -	$ 1,298
2025	1,298	-	1,298
2026	1,298	-	1,298
2027	1,298	-	1,298
2028	1,298	-	1,298
2029-2033	6,488	-	6,488
2034-2038	6,488	-	6,488
2039-2042	4,091	-	4,091
Total	$ 23,557	$ -	$ 22,259

Direct Borrowing – State Revolving Fund Loans

The City has a State Revolving Fund loan with a total balance of $23,557 at 0% interest. Semi-annual principal payments of $649 are due March 2023 through September 2042. The loan will be used for wastewater projects. The loan is secured by pledged revenue of the water and wastewater system. In event of default, the timing of repayment of outstanding balances may be accelerated, or the financing rate on the unpaid balance of the loan may be increased as much as 1.667 times the financing rate.

NOTE 7 OTHER POSTEMPLOYMENT BENEFITS

Plan Description

The City is obligated to make available to qualified retired employees the option to maintain coverage with the group health, life, and dental insurance plans. The City of Avon Park Plan (the Plan) is a single employer defined benefit OPEB plan. The Plan is currently being funded on a pay as you go basis. No trust or agency fund has been established for the Plan.

Benefits Provided

All employees of the City of Avon Park are eligible to receive postemployment health care benefits. The benefits provided are the same as those provided for active employees. Spouses and dependents of eligible retirees are also eligible for medical coverage. Coverage for retirees and their spouses and dependents is provided for the life of the retiree. Retirees participating in the group insurance plans offered by the City are required to contribute 100% of the active premiums less any subsidy received from FRS.

NOTE 7 OTHER POSTEMPLOYMENT BENEFITS (CONTINUED)

Employees Covered by Benefit Terms

At September 30, 2023, the following employees were covered by the benefit terms:

Inactive Plan Members or Beneficiaries Currently Receiving Benefits	3
Active Plan Members	85
Total	88

Total OPEB Liability

The City's Total OPEB liability was measured as of September 30, 2023 and was determined by an actuarial valuation as of October 1, 2021, rolled forward to the measurement date of September 30, 2023. The following table shows the City's total OPEB liability for the year ended September 30, 2023.

	Total OPEB Liability
Balance - October 1, 2022	$ 159,379
Changes for the Year:	
Service Cost	14,187
Interest	7,126
Changes in Assumptions	(3,580)
Differences Between Expected and Actual Experience	-
Benefit Payments	(18,712)
Net Changes	(979)
Balance - September 30, 2023	$ 158,400

Discount Rate Sensitivity

The following presents the total OPEB liability of the City, as well as what the City's total OPEB liability would be if it were calculated using a discount rate that is 1 percentage point lower or 1 percentage point higher than the current discount rate:

Description	1% Decrease in Discount Rate	Discount Rate	1% Increase in Discount Rate
OPEB Plan Discount Rate	3.75 %	4.75 %	5.75 %
Total OPEB Liability	$ 186,091	$ 158,400	$ 138,946

NOTE 7 OTHER POSTEMPLOYMENT BENEFITS (CONTINUED)

Healthcare Trend Rate Sensitivity

The following presents the total OPEB liability of the City, as well as what the City's total OPEB liability would be if it were calculated using healthcare cost trend rates that are 1 percentage point lower or 1 percentage point higher than the current healthcare cost trend rates:

Description	1% Decrease in Healthcare Cost Trend Rate	Healthcare Cost Trend Rate	1% Increase in Healthcare Cost Trend Rate
OPEB Plan Healthcare Cost Rate	6.00 %	7.00 %	8.00 %
Total OPEB Liability	$ 133,128	$ 158,400	$ 194,513

Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

For the year ended September 30, 2023, the City recognized OPEB expense (benefit) of ($16,276). At September 30, 2023, the City reported deferred outflows of resources and deferred inflows of resources from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Changes of Assumptions	$ -	$ 287,110

Amounts reported as deferred inflows of resources related to OPEB will be amortized over nine years and will be recognized in OPEB expenses as follows:

Year Ending September 30,	Amount
2024	$ (39,424)
2025	(39,424)
2026	(39,423)
2027	(36,662)
2028	(34,075)
Thereafter	(98,102)

Actuarial Assumptions

The total OPEB liability in the October 1, 2021 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement, unless otherwise specified:

Inflation	2.50%
Salary Increases	3.00%
Healthcare Cost Trend Rates	Initial rate of 7.0% in October 1, 2022, then gradually decreasing to an ultimate trend rate of 4.5% in October 1, 2032, and later

NOTE 7 OTHER POSTEMPLOYMENT BENEFITS (CONTINUED)

Actuarial Assumptions (Continued)

The actuarial cost method used was the Entry Age Normal as a level Percentage of Payroll cost method. Mortality rates were based on the PUB-2010 mortality tables with mortality improvements using the MP-2021 Improvement Scale. The discount rate used to measure the total OPEB liability was 4.59%, based on the average of three 20-year bond indices.

Since the most recent valuation, the discount rate was changed from 4.59% as of the beginning of the measurement period to 4.75% as of September 30, 2023.

NOTE 8 RISK MANAGEMENT

Risk Pool

Effective October 1, 2015, the City became a member of Preferred Governmental Insurance Trust (PGIT), a governmental insurance carrier. PGIT administers insurance activities relating to property, general liability, public officials and employment practices liability, automobile, crime, and workers' compensation. The City is liable for deductible on certain coverages. PGIT meets GASB Statement No. 10, as amended as GASB Statement No. 30, guidelines for governmental entity pools and provides audited financial statements annually. Premiums are paid by the General Fund and are reimbursed from other funds for their share. The City does not have any claim liability in addition to premiums paid to PGIT.

NOTE 9 INTERFUND RECEIVABLES AND PAYABLES

Individual interfund receivable and payable balances at September 30, 2023 were as follows:

Due to/from other funds:

	Payable Fund:			
Receivable Fund	General Fund	CDBG	Airport	Total
General Fund	$ -	$ 318,000	$ 262,710	$ 580,710
Airport	10,000	-	-	10,000
Total	$ 10,000	$ 318,000	$ 262,710	$ 328,000

Advance to/from other funds:

	Payable Fund
Receivable Fund	Airport Fund
General Fund	$ 183,578
Solid Waste Fund	351,460
Total	$ 535,038

NOTE 9 INTERFUND RECEIVABLES AND PAYABLES (CONTINUED)

The General Fund has an outstanding advance to the Airport Fund of $183,578 at year-end. This advance was used to provide funds for the environmental cleanup of two contaminated sites at the airport. Environmental cleanup was completed in a prior year. The advance from Solid Waste Fund to the Airport Fund of $351,460 is a result of prior years' operating losses.

NOTE 10 TRANSFERS

Transfers during the year ended September 30, 2023 consisted of the following:

	Transfer In:		
Transfer Out	General Fund	Solid Waste	Total
Water and Sewer	$ 1,900,000	$ -	$ 1,900,000
Airport	992	1,833	2,825
Total	$ 1,900,992	$ 1,833	$ 1,902,825

Transfers are used 1) to move revenues from the fund that state law required to collect them to the fund that state law requires to expend them, or 2) to provide resources from the City's enterprise operations to its General Fund as a return on the City's investment in the activity.

NOTE 11 FUND BALANCE RESTRICTIONS

Restrictions of fund balances for governmental funds at September 30, 2023 are summarized below:

Law Enforcement

The restriction for law enforcement was created to restrict the use of resources deposited into the Law Enforcement Trust Fund. State statutes require that the resources be restricted.

Bouis Fountain

The restriction for Bouis Fountain was created to restrict the use of resources contributed to the maintenance of this fountain located on Main Street. The restriction was mandated by donor agreement.

Infrastructure

The restriction for infrastructure was created to restrict the use of resources from the proceeds of the one cent local option sales tax. State statutes require that the resources be restricted.

Community Redevelopment

The restriction for community redevelopment was created to restrict the use of resources deposited into the CRA Fund. State statutes require that the resources be restricted.

NOTE 12 EMPLOYEE RETIREMENT SYSTEMS AND PENSION PLANS

Substantially all full-time employees of the City of Avon Park are covered by one or more of five pension plans: Police Officers' Retirement System, Firefighters' Retirement System, Florida Retirement System, Health Insurance Subsidy Program, or a defined contribution plan.

Police Officers' Retirement System (PORS)

General Information about the PORS

Plan Description – All full-time police officers who are certified as a police officer as a condition of employment, excluding civilian, clerical and other employees of the City's police department, participate in the PORS, a single-employer, defined benefit pension plan that was established by City Ordinance 406 on August 24, 1959 in accordance with Chapter 185, Florida Statutes, and is currently governed by city ordinance as amended from time to time and administered by the PORS board of trustees. PORS provides retirement, disability, and death benefits to plan members and their beneficiaries. The City Council by ordinance maintains the authority to establish new and amend existing benefit provisions of the plan. The PORS is reported in the City's fiduciary financial statements as a Pension Trust Fund.

The PORS is administered by a board of trustees comprised of two City residents appointed by the City Council, two police officers elected by majority of covered members, and a fifth member elected by the other four and appointed by the City Council.

Plan Membership – As of October 1, 2022, the members of the PORS consisted of:

Inactive Plan Members or Beneficiaries Currently Receiving Benefits	20
Inactive Plan Members Entitled to but not yet Receiving Benefits	7
Total	27

Benefits Provided – The Plan provides retirement, termination, disability, and death benefits. All benefits are 100% vested after 10 years of credited service. If a member terminates with less than 10 years of credited service, he or she will receive a refund of member contributions with interest at 3%. Normal retirement is the earlier of age 55 with 10 years of credited service, the attainment of age 60 regardless of years of service, or the attainment of 20 years (25 years for members hired after April 27, 2014) of service regardless of age. Members who have attained age 50 and have completed 10 years of service are eligible for early retirement at reduced benefits. Benefits at normal retirement are computed at 3% (2.0% for members hired after April 27, 2014) of the average earnings for the highest five years of the preceding 10-year period times the number of years of credited service.

NOTE 12 EMPLOYEE RETIREMENT SYSTEMS AND PENSION PLANS (CONTINUED)

Police Officers' Retirement System (PORS) (Continued)

General Information about the PORS (Continued)

The Plan provides for annual 1.46% cost of living adjustments for the life of all retirees, certain beneficiaries and terminated vested members. Cost of living adjustments will be made on the first October following the normal retirement date for retirees and actual retirement date for disabled retirees and in each October thereafter. Optional equivalent forms of this cost-of-living adjustment are available.

Contributions – The City Council establishes and may amend the contribution requirements of plan members. The City is required by city ordinance and state statutes to make additional contributions to fund the pension plans on an actuarially sound basis and at a minimum must contribute 5% of employee compensation. Administrative costs for each plan are financed through investment earnings. The City's required contribution, for the year ended September 30, 2023 was $34,916. Actual contributions for the year equaled $34,916 or 100% of the required contributions.

Net Pension Liability

The City's net pension liability was measured as of September 30, 2022, and the total pension liability used to calculate the net pension liability was determined as of that date.

Actuarial Assumptions – The total pension liability was determined by an actuarial valuation as of October 1, 2022 updated to September 30, 2022 using the following actuarial assumptions applied to all measurement periods.

Inflation	2.50 %
Discount Rate	7.00 %
Investment Rate of Return	7.00 %

Assumed rates of mortality were based on the PubS.H-2010 Table.

NOTE 12 EMPLOYEE RETIREMENT SYSTEMS AND PENSION PLANS (CONTINUED)

Police Officers' Retirement System (PORS) (Continued)

Net Pension Liability (Continued)

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investments expenses and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. Best estimates of arithmetic real rates of return for each major asset include in the pension plan's target asset allocation as of September 30, 2022 are summarized in the following table:

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return
Domestic Equity	45.00 %	7.50 %
International Equity	15.00	8.50 %
Domestic Fixed Income	27.50	2.50 %
Global Fixed Income	5.00	3.50 %
Real Estate	7.50	4.50 %
Total	100.00 %	

Discount Rate – The discount rate used to measure the total pension liability was 7%. The projection of cash flows used to determine the discount rate assumed that plan member contributions will be made at the current contribution rate and that City contributions will be made at rates equal to the difference between actuarially determined contribution rates and the member rate. Based on those assumptions, the pensions plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

NOTE 12 EMPLOYEE RETIREMENT SYSTEMS AND PENSION PLANS (CONTINUED)

Police Officers' Retirement System (PORS) (Continued)

Net Pension Liability (Continued)

Changes in Net Pension Liability – The components of the changes in net pension liabilities was as follows:

	Increase (Decrease)		
	Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability (Asset) (a)-(b)
Balances - September 30, 2021	$ 7,126,592	$ 7,236,117	$ (109,525)
Changes for the Year:			
Interest	482,054	-	482,054
Actual Experience	39,081	-	39,081
Contributions - Employer	-	126,701	(126,701)
Net Investment Income	-	(1,120,361)	1,120,361
Benefit Payments, Including Refunds of Employee Contributions	(480,121)	(480,121)	-
Administrative Expense	-	(59,080)	59,080
Net Changes	41,014	(1,532,861)	1,573,875
Balances - September 30, 2022	$ 7,167,606	$ 5,703,256	$ 1,464,350

Sensitivity of the Net Pension (Asset) Liability to Changes in the Discount Rate – The following presents the net pension liability of the City, calculated using the discount rate of 7%, as well as what the City's net pension liability would be if it were calculated using a discount rate that is 1 percentage point lower (6%) or 1 percentage point higher (8%) than the current rate:

	1% Decrease 6.00%	Current Discount Rate 7.00%	1% Increase 8.00%
City's Net Pension (Asset) Liability	$ 2,387,408	$ 1,464,350	$ 715,660

Fiduciary Net Position – Detailed information about the pensions plan's fiduciary net position is publicly available in a separately issued financial report that may be obtained by writing to the City of Avon Park, City Manager, 110 E. Main Street, Avon Park, Florida 33825, calling 863-452-4400, or from the City's website: http://www.avonpark.cc/finance_department.php.

NOTE 12 EMPLOYEE RETIREMENT SYSTEMS AND PENSION PLANS (CONTINUED)

Police Officers' Retirement System (PORS) (Continued)

Net Pension Liability (Continued)

Deferred Outflows and Inflows of Resources Related to PORS – For the year ended September 30, 2023, the City recognized a pension expense of $310,614. On September 30, 2023, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

Description	Deferred Outflows of Resources	Deferred Inflows of Resources
Net Difference Between Projected and Actual Earnings on Pension Plan Investments	$ 852,495	$ -
City and State Contributions Subsequent to the Measurement Date	34,916	-
Total	$ 887,411	$ -

The deferred outflows of resources related to the PORS, totaling $34,916 resulting from City contributions to the plan subsequent to the measurement date, will be recognized as a reduction of the net pension liability in the fiscal year ended September 30, 2024. Other amounts reported as deferred outflows of resources related to the PORS will be recognized in pension expense as follows:

Year Ending September 30,	Amount
2024	$ 216,648
2025	155,379
2026	157,974
2024	322,494

Payables to PORS Pension Plan – At September 30, 2023, the City reported no payables for outstanding contributions to the Pension Plan required for the fiscal year ended September 30, 2023.

Firefighters Retirement System (FFRS)

General Information about the FFRS

Plan Description – All General Information about the FFRS full-time officers and firefighters of the City's fire department participate in the FFRS, a single-employer, defined benefit pension plan that was established by City Ordinance 363 on September 14, 1953 in accordance with Chapter 175, Florida Statutes and is currently governed by city ordinance as amended from time to time. FFRS provides retirement, disability, and death benefits to plan members and their beneficiaries.

The City Council by ordinance maintains the authority to establish new and amend existing benefit provisions of the plan. The FFRS is reported in the City's fiduciary financial statements as a Pension Trust Fund.

NOTE 12 EMPLOYEE RETIREMENT SYSTEMS AND PENSION PLANS (CONTINUED)

Firefighters Retirement System (FFRS) (Continued)

General Information about the FFRS (Continued)

The Plan is administered by a board of trustees comprised of two legal residents appointed by the City Council, two Members of the System elected by the other covered Members, and a fifth Member elected by the other four and appointed by the City Council.

Plan Membership – As of October 1, 2021, the members of the FFRS consisted of:

Inactive Plan Members or Beneficiaries Currently Receiving Benefits	13
Inactive Plan Members Entitled to but not yet Receiving Benefits	3
Active Plan Members	17
Total	33

Benefits Provided – The Plan provides retirement, termination, disability, and death benefits. All benefits are 100% vested after 10 years of credited service. If a member terminates with less than 10 years of credited service, he or she will receive a refund of member contributions with no interest. Normal retirement is the earlier of age 55 with 10 years of credited service or age 52 with 25 years of credited service. Members who have attained age 50 and have completed 10 years of service are eligible for early retirement at reduced benefits. Benefits at normal retirement are computed at 3.16% (2.0% for members hired after October 31, 2013) of the average earnings for the highest five years of the preceding 10-year period times the number of years of credited service.

The Plan provides for all retirees, including disability retirees and beneficiaries, but excluding vested terminated members, who complete at least 15 years of credited service to receive five annual 3.0% increase cost-of-living adjustments in their benefits each October 1 beginning the later of age 58 and one year after retirement.

Contributions – The City Council establishes and may amend the contribution requirements of plan members. The City, taking into account the state contribution, is required by city ordinance and state statutes to make additional contributions to fund the pension plans on an actuarially sound basis and at a minimum must contribute 5% of employee compensation. The amounts contributed by the state to the FFRS represent a 1.85% tax on all premiums collected on property insurance policies covering property within the City. The City, for funding purposes, is limited by state statutes on the amount of the state contribution that can be credited toward the annual required contribution. Administrative costs for each plan are financed through investment earnings. The City's required contribution, including the state's portion, for the year ended September 30, 2023 was $371,136. Actual contributions for the year equaled $381,614, or 103% of the required contributions.

Net Pension Liability

The City's net pension liability was measured as of September 30, 2022, and the total pension liability used to calculate the net pension liability was determined as of that date.

NOTE 12 EMPLOYEE RETIREMENT SYSTEMS AND PENSION PLANS (CONTINUED)

Firefighters' Retirement System (FFRS) (Continued)

Net Pension Liability (Continued)

Actuarial Assumptions – The total pension liability was determined by an actuarial valuation as of October 1, 2021 updated to September 30, 2022 using the following actuarial assumptions applied to all measurement periods.

Inflation	2.50%
Salary Increases	Service Based
Discount Rate	7.00%
Investment Rate of Return	7.00%

Assumed rates of mortality were based on the PubS.H-2010 table.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investments expenses and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. Best estimates of arithmetic real rates of return for each major asset include in the pension plan's target asset allocation as of September 30, 2022 are summarized in the following table:

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return
Domestic Equity	50.00 %	7.50 %
International Equity	15.00	8.50 %
Domestic Fixed Income	20.00	2.50 %
Global Fixed Income	5.00	3.50 %
Real Estate	10.00	4.50 %
Total	100.00 %	

Discount Rate – The discount rate used to measure the total pension liability was 7%. The projection of cash flows used to determine the discount rate assumed that plan member contributions will be made at the current contribution rate and that City contributions will be made at rates equal to the difference between actuarially determined contribution rates and the member rate. Based on those assumptions, the pensions plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

NOTE 12 EMPLOYEE RETIREMENT SYSTEMS AND PENSION PLANS (CONTINUED)

Firefighters' Retirement System (FFRS) (Continued)

Net Pension Liability (Continued)

Changes in Net Pension Liability – The components of the changes in the net pension liability were as follows:

	Increase (Decrease)		
	Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability (Asset) (a)-(b)
Balances - September 30, 2021	$ 8,605,588	$ 8,455,137	$ 150,451
Changes for the Year:			
Service Cost	209,908	-	209,908
Interest	602,981	-	602,981
Differences Between Expected and Actual Experience	(108,996)	-	(108,996)
Contributions - Employer	-	333,926	(333,926)
Contributions - State	-	42,417	(42,417)
Contributions - Employee	-	52,624	(52,624)
Net Investment Income	-	(1,338,801)	1,338,801
Benefit Payments, Including Refunds of Employee Contributions	(402,951)	(402,951)	-
Administrative Expense	-	(81,200)	81,200
Net Changes	300,942	(1,393,985)	1,694,927
Balances - September 30, 2022	$ 8,906,530	$ 7,061,152	$ 1,845,378

Sensitivity of the Net Pension Liability to Changes in the Discount Rate – The following presents the net pension liability of the City, calculated using the discount rate of 7%, as well as what the City's net pension liability would be if it were calculated using a discount rate that is 1 percentage point lower (6%) or 1 percentage point higher (8%) than the current rate:

	1% Decrease 6.00%	Current Discount Rate 7.00%	1% Increase 8.00%
City's Net Pension (Asset) Liability	$ 2,930,701	$ 1,845,378	$ 938,483

Fiduciary Net Position – Detailed information about the FFRS's fiduciary net position is publicly available in a separately issued financial report that may be obtained by writing to the City of Avon Park, City Manager, 110 E. Main Street, Avon Park, Florida 33825, calling 863-452-4400, or from the City's website:
http://www.avonpark.cc/finance_department.php

NOTE 12 EMPLOYEE RETIREMENT SYSTEMS AND PENSION PLANS (CONTINUED)

Firefighters' Retirement System (FFRS) (Continued)

Net Pension Liability (Continued)

Deferred Outflows and Inflows of Resources Related to FFRS – For the year ended September 30, 2023, the City recognized a pension expense of $505,997. On September 30, 2023, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

Description	Deferred Outflows of Resources	Deferred Inflows of Resources
Difference Between Expected and Actual Experience	$ 215,895	$ (203,483)
Changes of Assumptions	347,454	(105,921)
Net Difference Between Projected and Actual Earnings on Pension Plan Investments	949,034	-
City and State Contributions Subsequent to the Measurement Date	390,038	-
Total	$ 1,902,421	$ (309,404)

The deferred outflows of resources related to the FFRS, totaling $390,038 resulting from City contributions to the plan subsequent to the measurement date, will be recognized as a reduction of the net pension liability in the fiscal year ended September 30, 2024. Other amounts reported as deferred outflows and inflows of resources related to the FFRS will be recognized as an increase (decrease) pension expense as follows:

Year Ending September 30,	Amount
2024	$ 268,968
2025	190,826
2026	222,234
2027	415,837
2028	29,869
Thereafter	75,245

Payables to FFRS Pension Plan – At September 30, 2023, the City reported no payables for outstanding contributions to the Pension Plan required for the fiscal year ended September 30, 2023.

NOTE 12 EMPLOYEE RETIREMENT SYSTEMS AND PENSION PLANS (CONTINUED)

Florida Retirement System (FRS)

General Information about the FRS

The FRS was created by Chapter 121, Florida Statutes, to provide a defined benefit pension plan for participating public employees. The FRS was amended in 1998 to add the Deferred Retirement Option Program under the defined benefit plan and amended in 2000 to provide a defined contribution plan alternative to the defined benefit plan for FRS members effective July 1, 2002. This integrated defined contribution pension plan is the FRS Investment Plan. Chapter 112, Florida Statutes, established the Retiree Health Insurance Subsidy (HIS) Program, a cost-sharing multiple-employer defined benefit pension plan, to assist retired members of any state-administered retirement system in paying the costs of health insurance.

Essentially all regular employees of the City are eligible to enroll as members of the State-administered FRS. Provisions relating to the FRS are established by Chapters 121 and 122, Florida Statutes; Chapter 112, Part IV, Florida Statutes; Chapter 238, Florida Statutes; and FRS Rules, Chapter 60S, Florida Administrative Code; wherein eligibility, contributions, and benefits are defined and described in detail. Such provisions may be amended at any time by further action from the Florida Legislature. The FRS is a single retirement system administered by the Florida Department of Management Services, Division of Retirement, and consists of the two cost-sharing, multiple-employer defined benefit plans and other nonintegrated programs. A comprehensive annual financial report of the FRS, which includes its financial statements, required supplementary information, actuarial report, and other relevant information, is available from the Florida Department of Management Services' website www.dms.myflorida.com.

The City's pension expense for both plans totaled $885,385 for the fiscal year ended September 30, 2023.

FRS Pension Plan

Plan Description – The FRS Pension Plan (Plan) is a cost-sharing multiple-employer defined benefit pension plan, with Deferred Retirement Option Program (DROP) for eligible employees. The general classes of membership are as follows:

- Regular Class – Members of the FRS who do not qualify for membership in the other classes.
- Senior Management Service Class (SMSC) – Members in senior management level positions.

NOTE 12 EMPLOYEE RETIREMENT SYSTEMS AND PENSION PLANS (CONTINUED)

Florida Retirement System (FRS) (Continued)

FRS Pension Plan (Continued)

Employees enrolled in the FRS Plan prior to July 1, 2011, vest at six years of creditable service and employees enrolled in the FRS Plan on or after July 1, 2011, vest at eight years of creditable service. All vested members, enrolled prior to July 1, 2011, are eligible for normal retirement benefits at age 62, or at any age after 30 years of service, except for members classified as special risk who are eligible for normal retirement benefits at age 55, if vested, or at any age after 25 years of service. All members enrolled in the FRS Plan on or after July 1, 2011, once vested, are eligible for normal retirement benefits at age 65 or any time after 33 years of creditable service, except for members classified as special risk who are eligible for normal retirement benefits at age 55, if vested, or at any age after 25 years of service. Employees enrolled in the FRS Plan may include up to four years of credit for military service toward creditable service. The FRS Plan also includes an early retirement provision; however, there is a benefit reduction for each year a member retires before his or her normal retirement date. The FRS Plan provides retirement, disability, death benefits, and annual cost-of-living adjustments to eligible participants.

DROP, subject to provisions of Section 121.091, Florida Statutes, permits employees eligible for normal retirement under FRS Plan to defer receipt of monthly benefit payments while continuing employment with an FRS participating employer. An employee may participate in DROP for a period not to exceed 8 years after electing to participate, except that certain instructional personnel may participate for up to 10 years. During the period of DROP participation, deferred monthly benefits are held in the FRS Trust Fund and accrue interest. The net pension liability does not include amounts for DROP participants, as these members are considered retired and are not accruing additional pension benefits.

Benefits Provided – Benefits under the FRS Plan are computed on the basis of age and/or years of service, average final compensation, and service credit. Credit for each year of service is expressed as a percentage of the average final compensation. For members initially enrolled before July 1, 2011, the average final compensation is the average of the five highest fiscal years' earnings; for members initially enrolled on or after July 1, 2011, the average final compensation is the average of the eight highest fiscal years' earnings. The total percentage value of the benefit received is determined by calculating the total value of all service, which is based on the retirement class to which the member belonged when the service credit was earned. Members are eligible for in-line-of-duty or regular disability and survivors' benefits.

NOTE 12 EMPLOYEE RETIREMENT SYSTEMS AND PENSION PLANS (CONTINUED)

Florida Retirement System (FRS) (Continued)

FRS Pension Plan (Continued)

The following chart shows the percentage value for each year of service credit earned:

Class, Initial Enrollment, and Retirement Age/Years of Service:	% Value
Regular Class Members Initially Enrolled before July 1, 2011	
Retirement Up to Age 62 or Up to 30 Years of Service	1.60
Retirement Up to Age 63 or Up to 31 Years of Service	1.63
Retirement Up to Age 64 or Up to 32 Years of Service	1.65
Retirement Up to Age 65 or Up to 33 Years of Service	1.68
Regular Class Members Initially Enrolled on or After July 1, 2011	
Retirement Up to Age 65 or Up to 33 Years of Service	1.60
Retirement Up to Age 66 or Up to 34 Years of Service	1.63
Retirement Up to Age 67 or Up to 35 Years of Service	1.65
Retirement Up to Age 68 or Up to 36 Years of Service	1.68
Elected County Officers	3.00
Senior Management Service Class	2.00
Special Risk Regular	
Service from December 1, 1970, through September 30, 1974	2.00
Service on and after October 1, 1974	3.00

As provided in Section 121.101, Florida Statutes, if the member is initially enrolled in the FRS before July 1, 2011, and all service credit was accrued before July 1, 2011, the annual cost-of-living adjustment is 3% per year. If the member is initially enrolled before July 1, 2011, and has service credit on or after July 1, 2011, there is an individually calculated cost-of-living adjustment. The annual cost-of-living adjustment is a proportion of 3% determined by dividing the sum of the pre-July 2011 service credit by the total service credit at retirement multiplied by 3%. FRS Plan members initially enrolled on or after July 1, 2011 will not have a cost-of-living adjustment after retirement.

Contributions – The Florida Legislature establishes contribution rates for participating employers and employees. Effective July 1, 2011, all FRS Plan members (except those in DROP) are required to make 3% employee contributions on a pretax basis. The contribution rates attributable to the City, effective July 1, 2022, were applied to employee salaries as follows: regular employees 11.91%, senior management 27.83%, and DROP participants 18.60%. The City's contributions to the FRS Plan were $205,593 for the year ended September 30, 2023.

NOTE 12 EMPLOYEE RETIREMENT SYSTEMS AND PENSION PLANS (CONTINUED)

Florida Retirement System (FRS) (Continued)

FRS Pension Plan (Continued)

Pension Costs – At September 30, 2023, the City reported a liability of $1,663,931 for its proportionate share of the FRS Plan's net pension liability. The net pension liability was measured as of June 30, 2023, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2023. The City's proportionate share of the net pension liability was based on the City's contributions received by FRS during the measurement period for employer payroll paid dates from July 1, 2022, through June 30, 2023, relative to the total employer contributions received from all of FRS's participating employers. At June 30, 2023, the City's proportionate share was 0.004175801%, which was an increase of 0.000401267% from its proportionate share measured as of June 30, 2022.

For the fiscal year ended September 30, 2023, the City recognized pension expense of $422,834. In addition, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

Description	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences Between Expected and Actual Experience	$ 156,229	$ -
Changes of Actuarial Assumptions	108,468	-
Net Difference Between Projected and Actual Earnings on Pension Plan Investments	69,490	-
Changes in Proportion and Differences Between City Contributions and Proportionate Share of Contributions	284,605	(60,669)
City Contributions Subsequent to the Measurement Date	53,143	-
Total	$ 671,935	$ (60,669)

The amount of $53,143 reported as deferred outflows of resources related to pensions resulting from City contributions to the FRS Plan subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended September 30, 2024. Other amounts reported as deferred outflows and inflows of resources related to pensions will be recognized as an increase (decrease) in pension expense as follows:

Year Ending September 30,	Amount
2024	$ 118,827
2025	41,868
2026	317,075
2027	66,468
2028	13,885
Thereafter	-

NOTE 12 EMPLOYEE RETIREMENT SYSTEMS AND PENSION PLANS (CONTINUED)

Florida Retirement System (FRS) (Continued)

FRS Pension Plan (Continued)

Actuarial Assumptions – The total pension liability in the July 1, 2023 actuarial valuation was determined using the following actuarial assumption, applied to all periods included in the measurement:

Inflation	2.40% Per Year
Salary Increases	3.25%, Average, Including Inflation
Investment Rate of Return	6.70%

Mortality rates were based on the PUB2010 base table, varies by member category and sex, projected generationally with Scale MP-2018. The actuarial assumptions used in the July 1, 2023 valuation were based on the results of an actuarial experience study for the period July 1, 2013 through June 30, 2018.

The long-term expected rate of return assumption of 6.70% consists of two building block components: 1) an inferred real (in excess of inflation) return of 4.20%, which is consistent with the 4.48% real return from the capital market outlook model developed by the FRS consulting actuary, Milliman; and 2) a long-term average annual inflation assumption of 2.40% as adopted in October 2023 by the FRS Actuarial Assumption Conference. In the opinion of the FRS consulting actuary both components and the overall 6.70% return assumption were determined to be reasonable and appropriate per Actuarial Standards of Practice. The 6.70% reported investment return assumption is the same as the investment return assumption chosen by the 2022 FRS Actuarial Assumption Conference for funding policy purposes.

The target allocation, as outlined in the FRS Plan's investment policy, and best estimates of arithmetic and geometric real rates of return for each major asset class are summarized in the following table:

Asset Class	Target Allocation	Annual Arithmetic Return	Compound Annual (Geometric) Return	Standard Deviation
Cash	1.0 %	2.9 %	2.9 %	1.1 %
Fixed Income	19.8	4.5	4.4	3.4
Global Equity	54.0	8.7	7.1	18.1
Real Estate (Property)	10.3	7.6	6.6	14.8
Private Equity	11.1	11.9	8.8	26.3
Strategic Investments	3.8	6.3	6.1	7.7
Totals	100.0 %			
Assumed Inflation - Mean			2.4 %	1.4 %

NOTE 12 EMPLOYEE RETIREMENT SYSTEMS AND PENSION PLANS (CONTINUED)

Florida Retirement System (FRS) (Continued)

FRS Pension Plan (Continued)

Discount Rate – The discount rate used to measure the total pension liability was 6.70% for the FRS Plan, the same as prior year. The projection of cash flows used to determine the discount rate assumed that employee and employer contributions will be made at the rate specified in statute. Based on that assumption, each of the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Pension Liability Sensitivity – The following presents the City's proportionate share of the net pension liability for the FRS Plan, calculated using the discount rate disclosed in the preceding paragraph, as well as what the City's proportionate share of the net pension liability would be if it were calculated using a discount rate one percentage point lower or one percentage point higher than the current discount rate:

Description	1% Decrease Discount Rate	Current Discount Rate	1% Increase in Discount Rate
FRS Plan Discount Rate	5.70%	6.70%	7.70%
City's Proportionate Share of the FRS Plan Net Pension Liability	$ 2,842,322	$ 1,663,931	$ 678,054

Pension Plan Fiduciary Net Position – Detailed information about the FRS Plan's fiduciary's net position is available in a separately-issued FRS Pension Plan and Other State-Administered Systems Comprehensive Annual Financial Report. That report may be obtained through the Florida Department of Management Services' website at http://www.dms.myflorida.com.

Health Insurance Subsidy Program (HIS)

HIS Plan

Plan Description – The HIS Plan is a cost-sharing multiple-employer defined benefit pension plan established under Section 112.363, Florida Statutes, and may be amended by the Florida Legislature at any time. The benefit is a monthly payment to assist retirees of state-administered retirement systems in paying their health insurance costs and is administered by the Florida Department of Management Services, Division of Retirement.

Benefits Provided – For the fiscal year ended June 30, 2023, eligible retirees and beneficiaries received a monthly HIS payment of $7.50 for each year of creditable service completed at the time of retirement, with a minimum HIS payment of $45 and a maximum HIS payment of $225 per month, pursuant to Section 112.363, Florida Statutes. To be eligible to receive a HIS Plan benefit, a retiree under a state-administered retirement system must provide proof of health insurance coverage, which may include Medicare.

NOTE 12 EMPLOYEE RETIREMENT SYSTEMS AND PENSION PLANS (CONTINUED)

Health Insurance Subsidy Program (HIS) (Continued)

HIS Plan (Continued)

Contributions – The HIS Plan is funded by required contributions from FRS participating employers as set by the Florida Legislature. Employer contributions are a percentage of gross compensation for all active FRS members. For the fiscal year ended June 30, 2023, the contribution rate was 1.66% of payroll pursuant to section 112.363, Florida Statutes. The City contributed 100% of its statutorily required contributions for the current and preceding three years. HIS Plan contributions are deposited in a separate trust fund from which payments are authorized. HIS Plan benefits are not guaranteed and are subject to annual legislative appropriation. In the event the legislative appropriation or available funds fail to provide full subsidy benefits to all participants, benefits may be reduced or canceled. The City's contributions to the HIS Plan were $46,748 for the year ended September 30, 2023.

Pension Costs – At September 30, 2023, the City reported a liability of $1,060,714 for its proportionate share of the HIS Plan's net pension liability. The net pension liability was measured as of June 30, 2023, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2022. The City's proportion of the net pension liability was based on the City's contributions received by HIS during the measurement period for employer payroll paid dates from July 1, 2022, through June 30, 2023, relative to the total employer contributions received from all participating employers. At June 30, 2023, the City's proportion was 0.006678996%, which was an increase of 0.001116554% from its proportion measured as of June 30, 2022.

For the year ended September 30, 2023, the City recognized pension expense of $462,552 for its proportionate share of HIS's pension expense. In addition, the City reported its proportionate share of HIS's deferred outflows of resources and deferred inflows of resources from the following sources:

Description	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences Between Expected and Actual Economic Experience	$ 15,528	$ (2,490)
Changes in Actuarial Assumptions	27,886	(91,914)
Net Difference Between Projected and Actual Earnings on HIS Program Investments	548	-
Changes in Proportion and Differences Between City Contributions and Proportionate Share of Contributions	219,941	-
City Contributions Subsequent to the Measurement Date	13,135	-
Total	$ 277,038	$ (94,405)

NOTE 12 EMPLOYEE RETIREMENT SYSTEMS AND PENSION PLANS (CONTINUED)

Health Insurance Subsidy Program (HIS) (Continued)

HIS Plan (Continued)

The $13,135 reported as deferred outflows of resources related to pensions resulting from City contributions to the FRS Plan subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ending September 30, 2024. Other amounts reported as deferred outflows and inflows of resources related to pensions will be recognized as an increase (decrease) in pension expense as follows:

Year Ending September 30,	Amount
2024	$ 48,585
2025	44,742
2026	35,307
2027	18,906
2028	16,652
Thereafter	5,307

Actuarial Assumptions – The total pension liability in the July 1, 2023, actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.40% Per Year
Salary Increases	3.25%, Average, Including Inflation
Municipal Bond Rate	3.65%

Mortality rates were based on the Generational PUB-2010 with Projection Scale MP-2018. The actuarial assumptions used in the July 1, 2022 valuation were based on the results of an actuarial experience study for the period July 1, 2013 through June 30, 2018.

Discount Rate – The discount rate used to measure the total pension liability was 3.65% in the current year and 3.54% in the prior year for the HIS Plan. In general, the discount rate for calculating the total pension liability is equal to the single rate equivalent to discounting at the long-term expected rate of return for benefit payments prior to the projected depletion date. Because the HIS benefit is essentially funded on a pay-as-you-go basis, the depletion date is considered to be immediate, and the single equivalent discount rate is equal to the municipal bond rate selected by the FRS Actuarial Assumption Conference. The Bond Buyer General Obligation 20-Bond Municipal Bond Index was adopted as the applicable municipal bond index.

NOTE 12 EMPLOYEE RETIREMENT SYSTEMS AND PENSION PLANS (CONTINUED)

Health Insurance Subsidy Program (HIS) (Continued)

HIS Plan (Continued)

Pension Liability Sensitivity – The following presents the City's proportionate share of the net pension liability for the HIS Plan, calculated using the discount rate disclosed in the preceding paragraph, as well as what the City's proportionate share of the net pension liability would be if it were calculated using a discount rate 1 percentage point lower or 1-percentage point higher than the current discount rate:

Description	1% Decrease Discount Rate	Current Discount Rate	1% Increase in Discount Rate
HIS Plan Discount Rate	2.65%	3.65%	4.65%
City's Proportionate Share of the HIS Plan Net Pension Liability	$ 1,210,109	$ 1,060,714	$ 936,875

Pension Plan Fiduciary Net Position – Detailed information about the HIS Plan's fiduciary's net position is available in a separately-issued FRS Pension Plan and Other State-Administered Systems Comprehensive Annual Financial Report. That report may be obtained through the Florida Department of Management Services website at http://www.dms.myflorida.com.

Investment Plan

The Florida State Board of Administration (SBA) administers the defined contribution plan officially titled the FRS Investment Plan (Investment Plan). The Investment Plan is reported in the SBA's annual financial statements and in the State of Florida Comprehensive Annual Financial Report.

As provided in Section 121.4501, Florida Statutes, eligible FRS members may elect to participate in the Investment Plan in lieu of the FRS defined benefit plan. City employees participating in DROP are not eligible to participate in the Investment Plan. Employer and employee contributions, including amounts contributed to individual member's accounts, are defined by law, but the ultimate benefit depends in part on the performance of investment funds. Benefit terms, including contribution requirements, for the Investment Plan are established and may be amended by the Florida Legislature. The Investment Plan is funded with the same employer and employee contribution rates that are based on salary and membership class (Regular Class, Elected Officers, etc.), as the FRS defined benefit plan. Contributions are directed to individual member accounts, and the individual members allocate contributions and account balances among various approved investment choices. Costs of administering plan, including the FRS Financial Guidance Program, are funded through an employer contribution of 0.06% of payroll and by forfeited benefits of plan members.

NOTE 12 EMPLOYEE RETIREMENT SYSTEMS AND PENSION PLANS (CONTINUED)

Investment Plan (Continued)

For all membership classes, employees are immediately vested in their own contributions and are vested after one year of service for employer contributions and investment earnings. If an accumulated benefit obligation for service credit originally earned under the FRS Pension Plan is transferred to the Investment Plan, the member must have the years of service required for FRS Pension Plan vesting (including the service credit represented by the transferred funds) to be vested for these funds and the earnings on the funds. Nonvested employer contributions are placed in a suspense account for up to five years. If the employee returns to FRS-covered employment within the five-year period, the employee will regain control over their account. If the employee does not return within the five-year period, the employee will forfeit the accumulated account balance. For the investment plan's fiscal year ended June 30, 2023, the information for the amount of forfeitures was unavailable from the SBA; however, management believes that these amounts, if any, would be immaterial to the City.

After termination and applying to receive benefits, the member may rollover vested funds to another qualified plan, structure a periodic payment under the Investment Plan, receive a lump-sum distribution, leave the funds invested for future distribution, or any combination of these options. Disability coverage is provided; the member may either transfer the account balance to the FRS Pension Plan when approved for disability retirement to receive guaranteed lifetime monthly benefits under the FRS Pension Plan or remain in the Investment Plan and rely upon that account balance for retirement income.

The City's Investment Plan pension expense totaled $222,322 for the year ended September 30, 2023. Employee contributions to the Investment Plan totaled $55,004 for the year ended September 30, 2023.

Summary

The aggregate amount of net pension liability, deferred outflows of resources, deferred inflows of resources, and pension expense for the City's pension plans are summarized below. These liabilities are typically liquidated by the individual activity in which the employee's costs are associated.

Description	Police Officers'	Firefighters'	FRS	HIS	Total
Net Pension Liability	$ 1,464,350	$ 1,845,378	$ 1,663,931	$ 1,060,714	$ 6,034,373
Deferred Outflows of Resources	887,411	1,902,421	671,935	277,038	3,738,805
Deferred Inflows of Resources	-	309,404	60,669	94,405	464,478
Pension Expense	310,614	505,997	422,834	462,522	1,701,967

NOTE 12 EMPLOYEE RETIREMENT SYSTEMS AND PENSION PLANS (CONTINUED)

Defined Contribution Plan

Plan Description and Contribution Requirements – The City provides pension benefits through a defined contribution plan for all full-time employees hired on or after January 1, 1996 who are not covered by either the Police Officer's Retirement System, the Firefighters Retirement System and those employees who elected to not be covered by the Florida Retirement System effective April 1, 2015. This plan is administered by the Florida Municipal Pension Trust Fund. In a defined contribution plan, benefits depend solely on amounts contributed to the plan plus investment earnings. Employees who are at least 18 years of age and have six months of service are eligible to participate in the plan. The resolution adopting the plan requires that the City contribute an amount equal to 10.77% of the employee's salary each month. The contribution to the City Manager's plan is equivalent to the FRS method of contribution and vesting for senior management, per the employment agreement. At September 30, 2023, FRS senior management has a contribution rate of 34.52%. The City Council by ordinance maintains the authority to establish new and amend existing benefit provisions of the plan and contribution requirements.

The plan also provides for voluntary employee contributions not to exceed 5% of salary. The City's contribution for each employee (and interest allocated to the employee's account) is fully vested after 10 years of continuous service. City contributions for, and interest forfeited by, employees who leave employment before 10 years of service are used to fund the City's current period contribution requirement.

The City's payroll for the year ended September 30, 2023 for eligible employees participating in the plan was approximately $347,589. The City's total payroll for all employees was $2,699,982.

As of September 30, 2023, the City's contributions to the plan were $56,236 on behalf of the five employees participating during the fiscal year.

NOTE 13 DEFICITS

The CDBG Fund has an unrestricted fund balance deficit of $341,876 as of September 30, 2023. This deficit is primarily due to the CDBG's grant reimbursements not being received within the period of availability for revenue recognition.

The Airport Fund has an unrestricted net position deficit of $424,527 as of September 30, 2023. This deficit is primarily due to the Airport's operating expenses exceeding operating revenues.

The Solid Waste Fund has an unrestricted net position deficit of $13,771 as of September 30, 2023. This deficit is primarily due to the Solid Waste Fund's operating expenses exceeding operating revenues in the current year.

NOTE 14 LEASES

Lessor Arrangements

The City, acting as lessor, leases commercial space, airport hangers, and cell towers through long-term, noncancelable lease agreements. The leases expire at various dates and provide for renewal options. During the year ended September 30, 2023, the City recognized $45,488 in lease revenue and $50,690 in interest revenue, pursuant to these contracts.

Total future minimum lease payments to be received under lease agreements are as follows:

Year Ending	Governmental Activities		Business Activities		
September 30,	Principal	Interest	Principal	Interest	Total
2024	$ 40,319	$ 14,693	$ 28,748	$ 50,172	$ 133,932
2025	43,534	13,678	29,622	49,298	136,132
2026	46,917	28,215	53,164	48,256	176,552
2027	50,477	11,403	77,763	46,157	185,800
2028	54,216	10,136	80,128	43,792	188,272
2029-2033	334,267	28,233	383,005	182,872	928,377
2037-2039	53,083	485	484,871	120,129	658,568
2039-2043	-	-	547,915	42,085	590,000
Total Minimum Lease Payments	$ 622,813	$ 106,843	$ 1,685,216	$ 582,761	$ 2,997,633

NOTE 15 CONTINGENCIES

During the ordinary course of its operations, the City is a party to various claims, legal actions, and complaints. The City intends to vigorously defend itself, and in the opinion of the City's management, legal counsel, and special legal counsel these matters are not anticipated to have a material financial impact on the City.

The City participates in various federal and state grant programs, which are subject to program compliance audits. Accordingly, the City's compliance with applicable grant requirements will be established at a future date. The amount of expenditures which may be disallowed by the granting agencies cannot be determined at this time, although the City anticipates such amounts, if any, will be immaterial.

NOTE 16 SPECIAL ITEM

During the year, the City sold a building that was held for sale. The sales price of the building was $10, and the building was recorded at a value of $349,140 prior to the sale.

REQUIRED SUPPLEMENTARY INFORMATION

CITY OF AVON PARK, FLORIDA
SCHEDULE OF CHANGES IN THE CITY'S TOTAL OPEB LIABILITY AND RELATED RATIOS
LAST TEN MEASUREMENT PERIODS

	9/30/2023	9/30/2022	9/30/2021	9/30/2020	9/30/2019	9/30/2018
Total OPEB Liability						
Service Cost	$ 14,187	$ 16,034	$ 26,719	$ 25,962	$ 35,007	$ 36,591
Interest	7,126	15,509	7,449	10,718	18,092	15,088
Changes of Assumptions	(3,580)	(197,144)	(1,477)	(172,002)	(23,299)	(24,837)
Benefit Payments	(18,712)	(25,834)	(14,348)	(12,876)	(22,155)	(20,372)
Net Change in Total OPEB Liability	(979)	(191,435)	18,343	(148,198)	7,645	6,470
Total OPEB Liability - Beginning of Year	159,379	350,814	332,471	480,669	473,024	466,554
Total OPEB Liability - End of Year	$ 158,400	$ 159,379	$ 350,814	$ 332,471	$ 480,669	$ 473,024
Covered Employee Payroll	$ 3,793,238	$ 3,793,238	$ 2,285,734	$ 2,285,734	$ 2,395,122	$ 2,259,549
Total OPEB Liability as a Percentage of the Covered Employee Payroll	4.18 %	4.20 %	15.35 %	14.55 %	20.07 %	20.93 %

Additional years will be added to this schedule annually until 10 years' data is presented.

Notes to Schedule:
The OPEB plan is not administered through a trust, and there are no assets accumulated in trust for payment of benefits.

Changes of assumptions and other inputs reflect the effects of changes in the discount rate each period. The following are the discount rates used in each period:

Fiscal Year	Discount Rate
2023	4.75 %
2022	4.59 %
2021	2.29 %
2020	2.26 %
2019	4.18 %
2018	3.64 %
2017	3.06 %

CITY OF AVON PARK, FLORIDA
SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS
POLICE OFFICERS' RETIREMENT SYSTEM
LAST TEN MEASUREMENT PERIODS

Measurement Date	9/30/2022	9/30/2021	9/30/2020	9/30/2019	9/30/2018	9/30/2017	9/30/2016	9/30/2015	9/30/2014
Total Pension Liability:									
Service Cost	$ -	$ -	$ -	$ 25,398	$ 21,881	$ 43,637	$ 43,485	$ 34,314	$ 37,818
Interest	482,054	482,268	471,760	475,203	478,398	473,710	457,532	464,239	448,862
Change in Excess State Money	-	-	(49,075)	49,075	-	-	44,955	-	-
Share Plan Allocation	-	-	102,480	-	28,839	23,267	(44,955)	-	-
Difference Between Expected and Actual Experience	39,081	40,987	160,751	(8,139)	(121,947)	(107,123)	(156,072)	(302,143)	-
Change of Assumptions	-	-	(77,922)	386,122	349,415	-	138,973	-	-
Benefit Payments, Including Refunds of Employee Contributions	(480,121)	(571,310)	(443,687)	(455,925)	(352,143)	(354,136)	(299,468)	(279,363)	(302,555)
NET CHANGE IN TOTAL PENSIONS LIABILITY	41,014	(48,055)	164,307	471,734	404,443	79,355	184,450	(82,953)	184,125
Total Pension Liability - Beginning of Year	7,126,592	7,174,647	7,010,340	6,538,606	6,134,163	6,054,808	5,870,358	5,953,311	5,769,186
TOTAL PENSION LIABILITY - END OF YEAR	$ 7,167,606	$ 7,126,592	$ 7,174,647	$ 7,010,340	$ 6,538,606	$ 6,134,163	$ 6,054,808	$ 5,870,358	$ 5,953,311
Plan Fiduciary Net Position									
Contributions - Employer	$ 126,701	$ 111,697	$ -	$ -	$ -	$ -	$ 25,000	$ 88,490	$ 130,000
Contributions - State of Florida	-	74,156	75,222	67,245	63,092	58,391	55,147	54,943	51,390
Contributions - Employee	-	-	-	1,441	4,159	7,358	9,075	7,634	8,173
Net Investment Income	(1,120,361)	1,252,284	445,999	177,282	478,081	722,846	373,165	(71,456)	565,325
Benefit Payments and Refunds	(480,121)	(571,271)	(443,687)	(455,925)	(352,143)	(354,136)	(299,468)	(279,363)	(302,555)
Administrative Expenses	(59,080)	(56,048)	(51,577)	(63,413)	(50,669)	(54,683)	(35,897)	(39,185)	(71,749)
NET CHANGE IN PLAN FIDUCIARY NET POSITION	(1,532,861)	810,818	25,957	(273,370)	142,520	379,776	127,022	(238,937)	380,584
Plan Fiduciary Net Position - Beginning of Year	7,236,117	6,425,299	6,399,342	6,672,712	6,530,192	6,150,416	6,023,394	6,262,331	5,881,747
PLAN FIDUCIARY NET POSITION - END OF YEAR	$ 5,703,256	$ 7,236,117	$ 6,425,299	$ 6,399,342	$ 6,672,712	$ 6,530,192	$ 6,150,416	$ 6,023,394	$ 6,262,331
Net Pension (Asset) Liability	$ 1,464,350	$ (109,525)	$ 749,348	$ 610,998	$ (134,106)	$ (396,029)	$ (95,608)	$ (153,036)	$ (309,020)
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	79.57 %	101.54 %	89.56 %	91.28 %	102.05 %	106.46 %	101.58 %	102.61 %	105.19 %
Covered Payroll	N/A	N/A	N/A	$ 29,846	$ 83,181	$ 148,690	$ 181,491	$ 152,797	$ 157,429
Net Pension Liability as a Percentage of the Covered Payroll	N/A	N/A	N/A	2047.17 %	(161.22)%	(266.35)%	(52.68)%	(100.16)%	(196.29)%

Additional years will be added to this schedule annually until 10 years' data is presented.

CITY OF AVON PARK, FLORIDA
SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS
POLICE OFFICERS' RETIREMENT SYSTEM (CONTINUED)
LAST TEN MEASUREMENT PERIODS

Notes to Schedule:

Change of Benefit Terms:

For measurement date September 30, 2016, Ordinance 03-16 was adopted which made the following changes:

- For members hired after April 27, 2014, a benefit accrual rate was lowered from 3.0% to 2.0% of the Average Final Compensation for each year of credited service.
- For members hired after April 27, 2014, the benefit of normal retirement after the completion of 20 years of credited services was changed to the completion of 25 years of credited service, regardless of age.

Changes of Assumptions:

For measurement date September 30, 2020, as mandated by Chapter 2015-157, *Laws of Florida,* the assumed rates of mortality were changed to the rates used in the July 1, 2019 actuarial valuation report for special risk employees, with appropriate risk and collar adjustments made based on plan demographics.

For measurement date September 30, 2019, amounts reported as changes of assumptions resulted from lowering the investment rate of return from 7.5% to 7.0% per year compounded annually, net of investment related expenses.

For measurement date September 30, 2018, amounts reported as changes of assumptions resulted from lowering the investment rate of return from 8.00% to 7.5% per year compounded annually, net of investment related expenses.

For measurement date September 30, 2016, as a result of Chapter 2015-157, Laws of Florida, the assumed rates of mortality were changed to the assumptions used by the Florida Retirement System for special risk employees.

The inflation assumption rate was lowered from 3.00% to 2.50%, matching the long-term inflation assumption utilized by the Plan's investment consultant.

CITY OF AVON PARK, FLORIDA
SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS
FIREFIGHTERS' RETIREMENT SYSTEM
LAST TEN MEASUREMENT PERIODS

Measurement Date	9/30/2022	9/30/2021	9/30/2020	9/30/2019	9/30/2018	9/30/2017	9/30/2016	9/30/2015	9/30/2014
Total Pension Liability									
Service Cost	$ 209,908	$ 161,884	$ 143,225	$ 142,833	$ 139,148	$ 108,643	$ 143,226	$ 153,105	$ 146,250
Interest	602,981	572,402	551,494	546,035	536,361	532,439	497,788	475,799	445,552
Change in Excess State Money	-	-	-	-	-	(81,652)	5,991	4,481	9,205
Share Plan Allocation	-	-	-	-	-	43,839	-	-	-
Change in Benefit Terms	-	-	-	12,271	-	-	-	-	-
Difference Between Expected and Actual Experience	(108,996)	138,687	127,858	(216,212)	191,813	(184,278)	(60,536)	(104,097)	-
Change of Assumptions	-	463,275	(163,864)	-	(21,036)	-	206,276	-	-
Benefit Payments, Including Refunds of Employee Contributions	(402,951)	(401,616)	(395,581)	(404,929)	(600,203)	(360,884)	(249,242)	(213,139)	(203,603)
NET CHANGE IN TOTAL PENSIONS LIABILITY	300,942	934,632	263,132	79,998	246,083	58,107	543,503	316,149	397,404
Total Pension Liability - Beginning of Year	8,605,588	7,670,956	7,407,824	7,327,826	7,081,743	7,023,636	6,480,133	6,163,984	5,766,580
TOTAL PENSION LIABILITY - END OF YEAR	$ 8,906,530	$ 8,605,588	$ 7,670,956	$ 7,407,824	$ 7,327,826	$ 7,081,743	$ 7,023,636	$ 6,480,133	$ 6,163,984
Plan Fiduciary Net Position									
Contributions - Employer	$ 333,926	$ 288,069	$ 345,025	$ 445,654	$ 330,429	$ 363,321	$ 330,229	$ 412,081	$ 342,083
Contributions - State of Florida	42,417	41,848	39,085	38,071	39,835	49,927	43,087	41,577	46,301
Contributions - Employee	52,624	44,943	39,090	32,362	31,510	32,690	29,590	33,093	33,750
Net Investment Income	(1,338,801)	1,493,914	640,648	215,579	529,834	634,997	327,419	(36,226)	439,120
Benefit Payments and Refunds	(402,951)	(401,616)	(395,581)	(404,929)	(600,203)	(360,882)	(249,242)	(213,139)	(203,603)
Administrative Expenses	(81,200)	(74,782)	(71,437)	(78,852)	(66,011)	(54,265)	(57,291)	(66,097)	(53,989)
NET CHANGE IN PLAN FIDUCIARY NET POSITION	(1,393,985)	1,392,376	596,830	247,885	265,394	665,788	423,792	171,289	603,662
Plan Fiduciary Net Position - Beginning of Year	8,455,137	7,062,761	6,465,931	6,218,046	5,952,652	5,286,864	4,863,072	4,691,783	4,088,121
PLAN FIDUCIARY NET POSITION - END OF YEAR	$ 7,061,152	$ 8,455,137	$ 7,062,761	$ 6,465,931	$ 6,218,046	$ 5,952,652	$ 5,286,864	$ 4,863,072	$ 4,691,783
Net Pension (Asset) Liability	$ 1,845,378	$ 150,451	$ 608,195	$ 941,893	$ 1,109,780	$ 1,129,091	$ 1,736,772	$ 1,617,061	$ 1,472,201
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	79.28 %	98.25 %	92.07 %	87.29 %	84.86 %	84.06 %	75.27 %	75.05 %	76.12 %
Covered Payroll	$ 1,052,482	$ 898,859	$ 781,814	$ 647,238	$ 630,200	$ 653,809	$ 591,797	$ 667,541	$ 677,155
Net Pension Liability as a Percentage of the Covered Payroll	175.34 %	16.74 %	77.79 %	145.52 %	176.10 %	172.69 %	293.47 %	242.24 %	217.41 %

Additional years will be added to this schedule annually until 10 years' data is presented.

CITY OF AVON PARK, FLORIDA
SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS
FIREFIGHTERS' RETIREMENT SYSTEM (CONTINUED)
LAST TEN MEASUREMENT PERIODS

Notes to Schedule:

Change of Benefit Terms:

For measurement date September 30, 2019, the benefit accrual rate has been increased from 2.00% to 3.16% per year for each year of credited service for all members hired after October 31, 2013.

For measurement date September 30, 2019, Chapter 2019-21, Laws of Florida was signed into effect grants certain disability benefits to firefighters participating in an employer-sponsored retirement plan. Effective July 1, 2019, "the retirement plan must consider the firefighter totally and permanently disabled due to the diagnosis of cancer or circumstances that arise out of the treatment of cancer."

Changes of Assumptions:

For the measurement date September 30, 2021, the investment rate of return was lowered from 7.5% to 7.0% per year, net of investment related expenses.

For measurement date September 30, 2020, as mandated by Chapter 2015-157, *Laws of Florida,* the assumed rates of mortality were changed to the rates used in Milliman's July 1, 2019 FRS valuation for special risk employees.

For measurement date September 30, 2018, the amounts reported as changes to assumptions reflected the results October 19, 2018 experience study and included changes to the assumed salary increase rates, withdrawal rates, of the early and normal retirement rates and included a reduction in the assumed investment rate of return from 7.75% to 7.50%.

For measurement date September 30, 2016, as a result of Chapter 2015-157, Laws of Florida, the assumed rates of mortality were changed to the assumptions used by the FRS.

The inflation assumption rate was lowered from 3.00% to 2.50%, matching the long-term inflation assumption utilized by the Plan's investment consultant.

CITY OF AVON PARK, FLORIDA
SCHEDULE OF CITY CONTRIBUTIONS
POLICE OFFICERS' RETIREMENT SYSTEM
LAST TEN FISCAL YEARS

Year Ended September 30,	Actuarially Determined Contribution	Contributions In Relation to the Actuarially Determined Contribution	Contribution Excess (Deficiency)	Covered Payroll	Contributions as a Percentage of Covered Payroll
2023	$ 109,072	$ 34,916	$ 74,156	N/A	N/A
2022	126,701	126,701	-	N/A	N/A
2021	122,172	185,853	63,681	N/A	N/A
2020	21,817	21,817	-	N/A	N/A
2019	18,170	18,170	-	$ 29,846	60.88 %
2018	34,253	34,253	-	83,181	41.18 %
2017	35,124	35,124	-	148,690	23.62 %
2016	75,649	80,147	4,498	181,491	44.16 %
2015	139,880	143,433	3,553	152,797	93.87 %
2014	178,966	181,390	2,424	157,429	115.22 %

Additional years will be added to this schedule annually until 10 years data is presented.

Notes to Schedule:

Actuarially determined contribution rates are calculated as of October 1, two years prior to the end of the fiscal year in which contributions are reported.

Valuation date - for September 30, 2023 contributions, the valuation date was as of October 1, 2021.

Actuarial Cost Method - the entry age normal actuarial cost method is used.

Amortization method - new UAAL amortization bases.

Remaining amortization period - 15 years as of the October 1, 2021 valuation.

Asset valuation method - each year, the actuarial value of assets is brought forward utilizing the historical geometric four year average market value, net of fees.

Payroll growth - None.

Salary increases - N/A Closed Plan with no remaining active participants

Cost of living - 1.46% automatic lifetime COLA, beginning one year after the normal retirement.

Investment rate of return - 7.0% per year compounded annually, net of investment related expenses.

Retirement age - N/A Closed Plan with no remaining active participants

Termination rates - N/A Closed Plan with no remaining active participants

Disability rates - N/A Closed Plan with no remaining active participants

Mortality - No active lives: Closed Plan with no remaining active participants. Retiree lives are PubS.H-2010 (set forward one year). Beneficiary lives are PubG.H-2010 except male set back one year. Disabled lives are 80% PubG.H-2010 / 20% PubS.H-2010.

CITY OF AVON PARK, FLORIDA
SCHEDULE OF CITY CONTRIBUTIONS
FIREFIGHTERS' RETIREMENT SYSTEM
LAST TEN FISCAL YEARS

Year Ended September 30,	Actuarially Determined Contribution	Contributions In Relation to the Actuarially Determined Contribution	Contribution Excess (Deficiency)	Covered Payroll	Contributions as a Percentage of Covered Payroll
2023	$ 371,136	$ 381,614	$ (10,478)	$ 1,126,373	33.88 %
2022	379,550	376,343	3,207	1,052,482	35.76 %
2021	357,940	329,917	(28,023)	898,859	36.70 %
2020	406,058	384,110	(21,948)	781,814	49.130 %
2019	445,653	483,725	38,072	647,238	74.740 %
2018	367,525	370,264	2,739	630,200	58.75 %
2017	406,640	410,236	3,596	653,809	62.75 %
2016	400,417	409,757	9,340	591,797	69.24 %
2015	406,922	449,177	42,255	749,322	59.94 %
2014	379,179	379,179	-	677,155	56.00 %

Additional years will be added to this schedule annually until 10 years data is presented.

Notes to Schedule:

Actuarially determined contribution rates are calculated as of October 1, two years prior to the end of the fiscal year in which contributions are reported.

Valuation date - for September 30, 2023 contributions, the valuation date was as of October 1, 2021.

Actuarial Cost Method - the entry age normal actuarial cost method is used.

Amortization method - new UAAL amortization bases.

Asset valuation method - The actuarial value of the Plan assets are brought forward each year using the historical four-year geometric average of market value returns, net of fees.

Payroll growth - 0%

Cost of living - 3% automatic adjustment for five years for all retirees, excluding vested terminated members, beginning the first October 1 following the later of retirement age and 58.

Investment rate of return - 7.0% per year compounded annually, net of investment related expenses.

Retirement age - earlier of age 55 with 10 years of service, or age 52 with 25 years of service. Also, any member who has reached normal retirement is assumed to continue employment for one additional year.

Early retirement - 0% for each year of eligibility

Mortality rates were based on PubS.H.-2010 mortality tables.

Retirement Age Table:

% Retiring During the Year (10 to 25 years of service)		% Retiring During the Year (> 25 years of service)			% Becoming Disabled
Age	Rate	Age	Rate	Age	During the Year
55-56	50 %	25-27	25 %	20	0.03%
57+	100 %	28	50 %	25	0.03%
		29+	100 %	30	0.04%
				35	0.05%
% Terminating Service during the year		Salary Scale		40	0.07%
		Service	Rate	45	0.10%
Service	Rate	0 years	10.00 %	50	0.18%
0-14 years	2.50 %	1 years	10.00 %	55	0.36%
15+ years	- %	2 years	7.00 %	60	0.90%
		3-19 years	4.50 %		
		20+ years	4.00 %		

CITY OF AVON PARK, FLORIDA
SCHEDULE OF THE CITY'S PROPORTIONATE SHARE OF THE NET PENSION LIABILITY – FLORIDA RETIREMENT SYSTEM PENSION PLAN [1]
LAST TEN MEASUREMENT PERIODS

	2023	2022	2021	2020	2019	2018	2017	2016	2015
City's Proportion of the Net Pension Liability	0.004175801%	0.003774534%	0.003012812%	0.000034226%	0.002991289%	0.002506030%	0.002295989%	0.002149501%	0.001058703%
City's Proportionate Share of the Net Pension Liability	$ 1,663,922	$ 1,404,430	$ 227,584	$ 1,483,402	$ 1,030,158	$ 754,829	$ 679,138	$ 542,751	$ 136,746
City's Covered Payroll	$ 2,658,759	$ 2,027,129	$ 1,687,920	$ 1,649,220	$ 1,397,628	$ 1,243,830	$ 1,028,400	$ 927,819	$ 360,509
City's Proportionate Share of the Net Pension Liability (Asset) as a Percentage of its Covered Payroll	62.58 %	69.28 %	13.48 %	89.95%	92.71 %	60.69 %	66.04 %	58.50 %	37.93 %
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	82.38 %	82.89 %	96.40 %	78.85 %	82.61 %	84.26 %	83.89 %	84.88 %	92.00 %

* The amounts presented for each fiscal year were determined as of June 30.

[1] Note: Information is required to be presented for 10 years. However, until a full 10-year trend is compiled, the City will present information for only those years for which information is available.

CITY OF AVON PARK, FLORIDA
SCHEDULE OF THE CITY'S CONTRIBUTIONS – FLORIDA RETIREMENT SYSTEM PENSION PLAN [1]
LAST TEN FISCAL YEARS

	2023	2022	2021	2020	2019	2018	2017	2016	2015
Contractually Required Contribution	$ 205,593	$ 174,788	$ 118,618	$ 103,695	$ 111,507	$ 74,795	$ 61,407	$ 58,491	$ 34,552
Contributions in Relation to the Contractually Required Contribution	(205,593)	(174,788)	(118,618)	(103,695)	(111,507)	(74,795)	(61,407)	(58,491)	(34,552)
Contribution Deficiency (Excess)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
City's Covered Payroll	$ 2,699,982	$ 2,208,753	$ 1,669,166	$ 1,641,970	$ 1,469,769	$ 1,311,165	$ 1,062,216	$ 1,013,067	$ 518,601
Contributions as a Percentage of Covered Payroll	7.61 %	7.91 %	7.11 %	6.32 %	7.59 %	5.70 %	5.78 %	5.77 %	6.66 %

* The amounts presented for each fiscal year were determined as of September 30.

[1] Note: Information is required to be presented for 10 years. However, until a full 10-year trend is compiled, the City will present information for only those years for which information is available.

CITY OF AVON PARK, FLORIDA
SCHEDULE OF CITY'S PROPORTIONATE SHARE OF THE NET PENSION LIABILITY – HEALTH INSURANCE SUBSIDY PENSION PLAN [1]
LAST TEN MEASUREMENT PERIODS

	2023	2022	2021	2020	2019	2018	2017	2016	2015
City's Proportion of the Net Pension Liability	0.000066790 %	0.005562442 %	0.004747100 %	0.004735876 %	0.004172300 %	0.003808200 %	0.003207676 %	0.003005484 %	0.001178455 %
City's Proportionate Share of the Net Pension Liability	$ 1,060,714	$ 589,151	$ 1,060,714	$ 578,243	$ 466,839	$ 403,064	$ 342,980	$ 350,277	$ 120,184
City's Covered Payroll	$ 2,658,759	$ 2,027,129	$ 1,687,920	$ 1,649,220	$ 1,397,628	$ 1,243,830	$ 1,028,400	$ 927,819	$ 360,509
City's Proportionate Share of the Net Pension Liability (Asset) as a Percentage of its Covered Payroll	39.90 %	29.06 %	62.84 %	35.06 %	33.40 %	32.41 %	33.35 %	37.75 %	33.34 %
Total Pension Liability	4.12 %	4.810 %	3.56 %	3.00 %	2.63 %	2.15 %	1.64 %	0.97 %	0.50 %

* The amounts presented for each fiscal year were determined as of June 30.

[1] Note: Information is required to be presented for 10 years. However, until a full 10-year trend is compiled, the City will present information for only those years for which information is available.

CITY OF AVON PARK, FLORIDA
SCHEDULE OF THE CITY'S CONTRIBUTIONS – HEALTH INSURANCE SUBSIDY PENSION PLAN [1]
LAST TEN FISCAL YEARS

	2023	2022	2021	2020	2019	2018	2017	2016	2015
Contractually Required Contribution	$ 46,784	$ 36,674	$ 27,685	$ 27,262	$ 24,402	$ 21,771	$ 17,531	$ 16,820	$ 7,312
Contributions in Relation to the Contractually Required Contribution	(46,784)	(36,674)	(27,685)	(27,262)	(24,402)	(21,771)	(17,531)	(16,820)	(7,312)
Contribution Deficiency (Excess)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
City's Covered Payroll	$ 2,699,982	$ 2,208,753	$ 1,669,166	$ 1,641,970	$ 1,469,769	$ 1,311,165	$ 1,062,216	$ 1,013,067	$ 518,601
Contributions as a Percentage of Covered Payroll	1.73 %	1.66 %	1.66 %	1.66 %	1.66 %	1.66 %	1.65 %	1.66 %	1.41 %

* The amounts presented for each fiscal year were determined as of September 30.

[1] Note: Information is required to be presented for 10 years. However, until a full 10-year trend is compiled, the City will present information for only those years for which information is available.

SUPPLEMENTARY INFORMATION

CITY OF AVON PARK, FLORIDA
COMBINING SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES – CRA FUNDS
YEAR ENDED SEPTEMBER 30, 2023

	Community Redevelopment Agency - Main Street Fund	Community Redevelopment Agency - South Side Fund	Community Redevelopment Agency - Airport Fund	Total CRA Funds
REVENUES				
Tax Increment Revenues:				
Highlands County	$ 345,821	$ 133,542	$ 20,928	$ 500,291
Total Revenues	345,821	133,542	20,928	500,291
EXPENDITURES				
Current:				
Economic Environment:				
Personal Services	5,849	3,014	-	8,863
Professional Services	2,259	2,231	2,203	6,693
Other Expenditures	812	10,688	140	11,640
Grants and Subsidies	36,008	48,095	-	84,103
Total Expenditures	44,928	64,028	2,343	111,299
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	300,893	69,514	18,585	388,992
Fund Balances - Beginning of Year	888,346	245,306	188,408	1,322,060
FUND BALANCE - END OF YEAR	$ 1,189,239	$ 314,820	$ 206,993	$ 1,711,052

CITY OF AVON PARK, FLORIDA
COMBINING STATEMENT OF FIDUCIARY NET POSITION
PENSION TRUST FUNDS
SEPTEMBER 30, 2023

	Police Officers' Retirement System	Firefighters' Retirement System	Total Pension Trust Funds
ASSETS			
Cash and Cash Equivalents	$ 191,469	$ 173,878	$ 365,347
Receivables:			
Brokerage Transactions	120	1,098	1,218
Accrued Income	2,148	14,549	16,697
Total Receivables	2,268	15,647	17,915
Prepaid Benefit Payments	1,250	-	1,250
Investments, at Fair Market Value:			
Fixed Income Mutual Funds	1,644,559	339,693	1,984,252
U.S. Government and Agencies	-	949,039	949,039
Corporate and Foreign Bonds	-	395,179	395,179
Equity Securities and Mutual Funds	3,380,915	4,794,538	8,175,453
Real Estate Investment Fund	553,783	701,448	1,255,231
Total Investments	5,579,257	7,179,897	12,759,154
Total Assets	5,774,244	7,369,422	13,143,666
LIABILITIES			
Accounts Payable	14,495	15,042	29,537
Total Liabilities	14,495	15,042	29,537
FIDUCIARY NET POSITION			
Restricted for:			
Pension	5,759,749	7,354,380	13,114,129
Total Fiduciary Net Position	$ 5,759,749	$ 7,354,380	$ 13,114,129

CITY OF AVON PARK, FLORIDA
COMBINING STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
PENSION TRUST FUNDS
YEAR ENDED SEPTEMBER 30, 2023

	Police Officers' Retirement System	Firefighters' Retirement System	Total Pension Trust Funds
ADDITIONS			
Contributions:			
City	$ 34,916	$ 329,288	$ 364,204
Plan Members	-	56,319	56,319
State of Florida	-	60,750	60,750
Total Contributions	34,916	446,357	481,273
Investment Income (Loss)	592,857	710,976	1,303,833
Less Investment Expenses:			
Investment Management Fees	8,405	11,121	19,526
Custodial Fees	3,319	3,983	7,302
Performance Evaluation Fees	19,250	19,250	38,500
Total Investment Expenses	30,974	34,354	65,328
Net Investment Income (Loss)	561,883	676,622	1,238,505
Total Additions	596,799	1,122,979	1,719,778
DEDUCTIONS			
Administrative Expenses	54,525	68,534	123,059
Payments to Retirees and Participants	485,607	761,161	1,246,768
Total Deductions	540,132	829,695	1,369,827
CHANGE IN NET POSITION	56,667	293,284	349,951
Net Position Restricted for Pensions - Beginning of Year	5,703,082	7,061,096	12,764,178
NET POSITION RESTRICTED FOR PENSIONS - END OF YEAR	$ 5,759,749	$ 7,354,380	$ 13,114,129

CITY OF AVON PARK, FLORIDA
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
YEAR ENDED SEPTEMBER 30, 2023

Grantor/Pass through Grantor/ Program or Cluster Title	Assistance Listing Number	Pass-Through Entity Identifying Number	Passed Through to Subrecipients	Expenditures
FEDERAL AWARDS				
U.S. Department of Housing and Urban Development				
Passed-through Florida Department of Economic Opportunity:				
Small Cities Community Development Block Grants / State's Program	14.228	19DB-ON-07-38-02-H10	$ -	$ 432,187
Small Cities Community Development Block Grants / State's Program	14.228	MT039		89,050
Small Cities Community Development Block Grants / State's Program	14.228	I0122		3,000
Total U.S. Department of Housing and Urban Development			-	524,237
U.S. Department of Transportation				
Direct Programs:				
Airport Improvement Program	20.106		-	7,874
Airport Improvement Program	20.106		-	2,289,849
Airport Improvement Program	20.106		-	324,538
Total U.S. Department of Transportation			-	2,622,261
U.S. Department of Treasury				
Direct Programs:				
COVID-19 Coronavirus State and Local Fiscal Recovery Funds	21.027		-	2,988,296
U.S. Department of Homeland Security				
Pass-Through from Florida Divisions of Emergency Management				
Disaster Grants - Public Assistance (Presidentially Declared Disasters)	97.036	Z3129	-	48,631
Total Expenditures of Federal Awards			$ -	$ 6,183,425

See accompanying Notes to Schedule of Expenditures of Federal Awards.

CITY OF AVON PARK, FLORIDA
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
YEAR ENDED SEPTEMBER 30, 2023

NOTE 1 GENERAL

The accompanying schedule of expenditures of federal awards and state financial assistance (the Schedule) includes the federal and state grant activity of the City of Avon Park, Florida (City) for the year ended September 30, 2023. The information in this Schedule is presented in accordance with the requirements of 2 CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).* Because the Schedule presents only a selected portion of the operations of the City, it is not intended to and does not present the financial position, changes in net position, or cash flows of the City. The City did not receive noncash assistance during the year. There were no loans or loan guarantees outstanding.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the modified accrual basis of accounting for awards and financial assistance recorded in the governmental funds and the accrual basis of accounting for awards and financial assistance recorded in the proprietary funds, which are described in Note 1 to the City's basic financial statements. Such expenditures are recognized following the cost principles contained in the Uniform Guidance and wherein certain types of expenditures are not allowable or are limited as to reimbursement. Negative amounts shown on the Schedule represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years.

NOTE 3 INDIRECT COST RATE

The City has elected not to use the 10-percent de minimis indirect cost rate as allowed under the Uniform Guidance.

NOTE 4 CONTINGENCIES

Grant monies received and disbursed by the City are for specific purposes and are subject to review by the grantor agencies. Such audits may result in requests for reimbursement due to disallowed expenditures. Based upon prior experience, the City does not believe that such disallowances, if any would have a material effect on the financial position of the City.

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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*

Honorable Mayor and
Members of the City Council
City of Avon Park, 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, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Avon Park, Florida (the City), as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated September 20, 2024. Our report includes a reference to other auditors who audited the financial statements of the Firefighters' Pension Trust fund, as described in our report on the City's financial statements. This report does not include the results of the other auditors' testing of internal control over financial reporting or compliance and other matters that are reported on separately by those auditors. The financial statements of the Police Officers' pension trust fund were not audited in accordance with *Government Auditing Standards,* and accordingly, this report does not include reporting on internal control over financial reporting or compliance and other matters associated with the Police Officers' pension trust fund.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City'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 City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City'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 City'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.

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Honorable Mayor and
Members of the City Council
City of Avon Park, Florida

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 and therefore, material weaknesses or significant deficiencies may exist that were not identified.

We identified a deficiency in internal control, described in the accompanying schedule of findings and questioned costs as item 2023-001, that we considered to be a material weakness.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City'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*.

City of Avon Park, Florida's Response to Findings

Government Auditing Standards requires the auditor to perform limited procedures on the City's response to the finding identified in our audit and described in the accompanying schedule of findings and questioned costs. The City's response was not subjected to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the response.

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 entity'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 City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Sebring, Florida
September 20, 2024

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INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

Honorable Mayor and
Members of the City Council
City of Avon Park, Florida

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited City of Avon Park, Florida's (the City) compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of the City's major federal programs for the year ended September 30, 2023. The City's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

In our opinion, the City complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2023.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative* Requirements, *Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditors' Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the city and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the city's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the City's federal programs.

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Auditors' Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the City's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the City's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.

- Obtain an understanding of the City's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the city's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Other Matters

The results of our auditing procedures disclosed instances of noncompliance, which are required to be reported in accordance with the Uniform Guidance and which are described in the accompanying schedule of findings and questioned costs as items 2023-002 and 2023-003. Our opinion on each major federal program is not modified with respect to these matters.

Government Auditing Standards requires the auditor to perform limited procedures on the City's response to the noncompliance findings identified in our compliance audit described in the accompanying schedule of findings and questioned costs. The City's response was not subjected to the other auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

Honorable Mayor and
Members of the City Council
City of Avon Park, Florida

Report on Internal Control Over Compliance

Our consideration of internal control over compliance was for the limited purpose described in the Auditors' Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance and therefore, material weaknesses or significant deficiencies may exist that were not identified. However, as discussed below, we did identify certain deficiencies in internal control over compliance that we consider to be material weaknesses and significant deficiencies.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. We consider the deficiencies in internal control over compliance described in the accompanying schedule of findings and questioned costs as item 2023-002 and 2023-003 to be material weaknesses.

A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance. We consider the deficiencies in internal control over compliance described in the accompanying schedule of findings and questioned costs as item 2023-004 and 2023-005 to be significant deficiencies.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

Government Auditing Standards requires the auditor to perform limited procedures on the City's response to the internal control over compliance findings identified in our audit described in the accompanying schedule of findings and questioned costs. The City's response was not subjected to the other auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Sebring, Florida
September 20, 2024

CITY OF AVON PARK, FLORIDA
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FEDERAL PROGRAMS
YEAR ENDED SEPTEMBER 30, 2023

Section I – Summary of Auditors' Results

Financial Statements

1. Type of auditors' report issued: Unmodified
2. Internal control over financial reporting:
   - Material weakness(es) identified? ___X___ yes _____ no
   - Significant deficiency(ies) identified? _____ yes ___X___ none reported
3. Noncompliance material to financial statements noted? _____ yes ___X___ no

Federal Awards

1. Internal control over major federal programs:
   - Material weakness(es) identified? ___X___ yes _____ no
   - Significant deficiency(ies) identified? ___X___ yes _____ none reported
2. Type of auditors' report issued on compliance for major federal programs: Unmodified
4. Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)? ___X___ yes _____ no

Identification of Major Federal Programs

Assistance Listing Number(s)	Name of Federal Program or Cluster
21.027	COVID-19 – Coronavirus State and Local Fiscal Recovery Funds
20.106	Airport Improvement Program

Dollar threshold used to distinguish between Type A and Type B programs: $ 750,000

Auditee qualified as low-risk auditee? _____ yes ___X___ no

CITY OF AVON PARK, FLORIDA
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)
FEDERAL PROGRAMS
YEAR ENDED SEPTEMBER 30, 2023

Section II – Financial Statement Findings

2023-001 – Audit Adjustments

Type of Finding: Material Weakness in Internal Control Over Financial Reporting

Condition: Several audit adjustments were necessary for the financial statements to be reported in accordance with generally accepted accounting standards (GAAP). Without these adjustments being recorded, the financial statements would have been materially misstated. The following summarizes the material misstatements noted during the audit:

- Cash and accrued payroll liabilities were understated by $131,505 due to a system error when posting the end of year payroll accrual.
- Due from other governments and revenue were overstated by $67,095 due to an error in posting a current year receipt.
- CDBG grant revenue was overstated and unavailable revenue was understated by $395,550 due to amounts not received within the period of availability for revenue recognition being recorded as revenue in the current year.
- Airport fund receivables and revenue were overstated by $88,863 due to errors occurring during software conversion.
- Code enforcement receivables were overstated due to errors in recording.

Criteria or specific requirement: The City's management is responsible for establishing and maintaining internal controls to ensure that transactions are properly reported in the financial statements in accordance with accounting principles generally accepted in the United States of America (GAAP).

Cause: The City converted to new accounting software during the year. Due to the conversion, the City lost access to the data in the previous accounting software which held all of prior years' data. The time commitment needed for the implementation resulted in a strain on finance staff resources. As a result, the year-end closing procedures were delayed and did not detect the errors.

Effect: Before the corrections, the financial statements were materially misstated.

Repeat finding: See prior year finding 2022-001.

Recommendation: The City should implement additional review procedures to ensure account balances are reconciled. Analytical procedures should also be implemented to identify unusual account balances.

Views of responsible officials and planned corrective actions: There is no disagreement with the audit finding.

Section III – Findings and Questioned Costs – Major Federal Programs

2023-002 – Reporting

Federal Agency: Department of the Treasury

Federal Program Name: COVID-19 Coronavirus State and Local Fiscal Recovery Funds

Assistance Listing Number: 21.027

Federal Award Identification Number and Year: Unknown

Award Period: 03/03/2021 – 12/31/2024

Type of Finding:

- Material Weakness in Internal Control Over Compliance
- Other Matters

Criteria or specific requirement: The award requires a Project and Expenditure Report be submitted by April 30, 2022 and then annually thereafter. Internal controls should be in place to ensure reports are reviewed for accuracy and completeness before they are submitted and that they are submitted timely.

Condition: The annual Project and Expenditure Report was submitted after the reporting due date. There is no review process in place to ensure required reports are filed timely.

Questioned costs: None.

Context: During our testing of the annual report, we noted the report was due April 30, 2023 but was submitted on May 8, 2023, 8 days after the due date.

Cause: Lack of knowledge and training of those managing grants.

Effect: Late reporting could result in a Federal agency requiring funds to be returned or inability to secure future grant funding.

Repeat finding: No.

Recommendation: We recommend the City designate a responsible and qualified grant manager, establish internal controls for reporting, and file required reports in a timely and accurate manner.

Views of responsible officials: There is no disagreement with the audit finding.

CITY OF AVON PARK, FLORIDA
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)
FEDERAL PROGRAMS
YEAR ENDED SEPTEMBER 30, 2023

Section III – Findings and Questioned Costs – Major Federal Programs (Continued)

2023-003 – Reporting

Federal agency: Department of Transportation

Federal program title: Airport Improvement Program

Assistance Listing Number: 20.106

Federal Award Identification Number and Year:

- 3-12-002-023-2022
- 3-12-002-024-2022
- 3-12-002-025-2022

Award Period:

- 1/20/2020-1/20/2024
- 9/13/2022-9/13/2026
- 9/13/2022-9/13/2026

Type of Finding:

- Material Weakness in Internal Control Over Compliance
- Other Matters

Criteria or specific requirement: The City is required to submit formal financial and performance reports on an annual basis using prescribed form SF-425 and formal reimbursement requests on an as needed basis using prescribed form SF-270. Internal controls should be in place to ensure reports are reviewed for accuracy and completeness before they are submitted and that they are submitted timely.

Condition: There is no review process in place to ensure required reports are filed timely, accurately, and in accordance with program guidelines. Two reports were not filed for the year audited.

Questioned costs: None.

Context: Form SF-425 Federal Financial Report is due 90 days after fiscal year end, for each grant open at year end. Six reports were tested during our audit procedures.

Cause: Turnover in City staff and lack of knowledge and training of those managing grants.

Effect: A failure to submit required reports to FAA could result in disciplinary action such as a delay in payments or change in award.

Repeat finding: No.

Recommendation: We recommend the City designate a responsible and qualified grant manager, establish internal controls for reporting, and file required reports in a timely and accurate manner.

Views of responsible officials: There is no disagreement with the audit finding.

Section III – Findings and Questioned Costs – Major Federal Programs (Continued)

2023-004 – Matching

Federal agency: Department of Transportation

Federal program title: Airport Improvement Program

Assistance Listing Number: 20.106

Federal Award Identification Number and Year: 3-12-0004-024-2022

Award Period: 09/13/2022-09/13/2026

Type of Finding:

- Significant Deficiency in Internal Control Over Compliance

Criteria or specific requirement: 2 CFR Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) requires compliance with matching provisions. The City should have internal controls designed to ensure compliance with those provisions.

Condition: The City does not have adequate internal controls designed to document review of matching requirements.

Questioned costs: None.

Context: In a sample of 5 reimbursement requests, there was no documentation that the match calculation was reviewed for 2 items tested.

Cause: Turnover in City staff and lack of knowledge and training of those managing grants.

Effect: Grant match could be incorrectly calculated or reported.

Repeat finding: No.

Recommendation: We recommend the City designate a responsible and qualified grant manager and establish internal controls for matching requirement.

Views of responsible officials: There is no disagreement with the audit finding.

CITY OF AVON PARK, FLORIDA
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)
FEDERAL PROGRAMS
YEAR ENDED SEPTEMBER 30, 2023

Section III – Findings and Questioned Costs – Major Federal Programs (Continued)

2023-005 – Special Tests and Provisions

Federal agency: Department of Transportation

Federal program title: Airport Improvement Program

Assistance Listing Number: 20.106

Federal Award Identification Number and Year: 3-12-0004-024-2022

Award Period: 09/13/2022-09/13/2026

Type of Finding:

- Significant Deficiency in Internal Control Over Compliance

Criteria or specific requirement: 2 CFR Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) requires compliance with special tests and provisions. The City should have internal controls designed to ensure compliance with those provisions, including reviewing and monitoring functions outsourced to consultants.

Condition: The City does not have adequate internal controls designed to review the consultant's monitoring of Davis-Bacon requirements.

Questioned costs: None.

Context: In a sample of 8 certified payrolls, we noted review was performed by the consultant; however, no one at the city reviewed the consultant's work.

Cause: Turnover in City staff and lack of knowledge and training of those managing grants.

Effect: If the prevailing wage rate is not paid to contracted laborers, it could result in the City being required to return funds to the grantor.

Repeat finding: No.

Recommendation: We recommend the City designate a responsible and qualified grant manager and establish internal controls for matching requirement.

Views of responsible officials: There is no disagreement with the audit finding.

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MANAGEMENT LETTER

Honorable Mayor and
Members of the City Council
City of Avon Park, Florida

Report on the Financial Statements

We have audited the financial statements of the City of Avon Park, Florida (the City), as of and for the fiscal year ended September 30, 2023, and have issued our report thereon dated September 20, 2024.

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; the audit Requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance); and Chapter 10.550, Rules of the 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*; Independent Auditor's Report on Compliance for Each Major Federal Program and Report on Internal Control over Compliance; Schedule of Findings and Questioned Costs; 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 and schedule, which are dated September 20, 2024, 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. Finding 2022-001 has been repeated in the current year.

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. See Note 1 to the financial statements.

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Honorable Mayor and
Members of the City Council
City of Avon Park, Florida

Financial Condition and Management

Sections 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 City has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific condition(s) met. In connection with our audit, we determined that the City did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Section 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for the City. It is management's responsibility to monitor the City'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 the same.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

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. In connection with our audit, we did not note any special district component units that failed to provide the necessary information for proper reporting in accordance with Section 218.39(3)(b), Florida Statutes. As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)6, Rules of the Auditor General, the Community Redevelopment Agency of the City of Avon Park reported their required information in their audit report.

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. In connection with our audit, we did not note any such findings.

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 City Council, and applicable management, and is not intended to be, and should not be, used by anyone other than these specified parties.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Sebring, Florida
September 20, 2024

CliftonLarsonAllen LLP
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INDEPENDENT ACCOUNTANTS' REPORT

Honorable Mayor and
Members of the City Council
City of Avon Park, Florida

We have examined the City of Avon Park, Florida's (the City) compliance with Section 218.415, Florida Statutes, regarding the investment of public funds during the year ended September 30, 2023. Management of the City is responsible for the City's compliance with the specified requirements. Our responsibility is to express an opinion on the City'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 City complied, in all material respects, with the specified requirements referenced above. An examination involves performing procedures to obtain evidence about whether the City 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.

We are required to be independent and to meet our ethical responsibilities in accordance with relevant ethical requirements relating to the engagement.

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

In our opinion, the City complied, in all material respects, with Section 218.415, Florida Statutes, regarding the investment of public funds during the year ended September 30, 2023.

This report is intended solely for the information and use of the City 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.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Sebring, Florida
September 20, 2024

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CLA (CliftonLarsonAllen LLP) is a network member of CLA Global. See CLAglobal.com/disclaimer. Investment advisory services are offered through CliftonLarsonAllen Wealth Advisors, LLC, an SEC-registered investment advisor.

NOTICE OF PUBLIC HEARING TO CONSIDER
ISSUANCE OF CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY
NOTICE IS HEREBY GIVEN TO WHOM IT MAY CONCERN:

Notice is hereby given that the Highlands County Board of County Commissioners will hold a public hearing to consider the issuance of a Certificate of Public Convenience and Necessity described below, on January 7, 2025, at 9:00 a.m. or as soon thereafter as possible, in the Board Room of the County Commission Building, 600 Commerce Avenue, Sebring, Florida.

AVON PARK, a governmental entity within Highlands County, on behalf of its Fire Department, has submitted an application to Highlands County Fire Rescue Service for a new Certificate of Public Convenience and Necessity (COPCN) to allow such services as are considered Class 5 Governmental ALS non transport. This class of service may allow, at the County's request, the rendering of on-scene ALS assistance outside of jurisdictional boundaries prior to transport by Highlands County Fire Rescue. The applicant intends to serve the jurisdictional boundary of the City of Avon Park within the geographical boundary of Highlands County.
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A copy of this notice is available for public inspection during regular business hours in the office of the Clerk of the Board of County Commissioners at the Highlands County Government Center, 590 South Commerce Avenue, Sebring, Florida 33870. The application and further information on the application may be inspected by the public at the Highlands County Fire Rescue, 4506 Kenilworth Boulevard, Sebring, Florida 33870, between the hours of 8:00 A.M. and 5:00 P.M. Monday through Friday, except holidays. Inquiries or written testimony should be directed to Dustin Fitch, Deputy Chief, at that address or by phone at (863) 402-7600.

All interested persons may appear and be heard at the time and place specified above.

Any person who might wish to appeal any decision made by the 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 for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made which will include the testimony and evidence upon which such appeal is to be based.

Highlands County, Florida, does not discriminate upon the basis of any individual's disability status. This non-discriminatory policy involves every aspect of the County's functions, including ones 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 Sherri Bennett, ADA Coordinator, at (863) 402-6509 (voice), 863-402-6508 (TTY), or via Florida Relay Service 711, or by e-mail: HRbcc@highlandsfl.gov. Requests for CART or interpreter services should be made at least 24 hours in advance to permit coordination of the service.

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA
By: Arlene Tuck, Chairwoman

ATTEST:

Jerome Kaszubowski, Clerk

TIMELINESS OF PUBLISHING: THIS NOTICE MUST BE PUBLISHED NO LATER THAN December 9, 2024

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS *Avon Park Fire Department.* applied for a Class 5 Governmental ALS Non-Transportation Service licensure in Highlands County to provide non-transport ALS assistance to the citizens of the jurisdictional boundaries of the City of Avon Park.

WHEREAS *Avon Park Fire Department.,* has met all the requirements of Sections 5-52 thru 5-59 of the Code of Ordinances, Highlands County, Florida; and

WHEREAS *Avon Park Fire Department.*, has indicated that they will comply with all the requirements of Chapter 5 of the Code of Ordinances, Highlands County, Florida, that pertain to the class of service licensed, and will offer twenty-four-hour service to all of Highlands County.

NOW, THEREFORE, the Board of County Commissioners of Highlands County, Florida, does hereby issue a license to *Avon Park Fire Department* for Class 5 Governmental ALS Non-Transportation Service for a period of two years.

This license is effective January 7, 2025, and will expire January 7, 2027, unless earlier revoked by the Board of County Commissioners.

Attest: _____
Jerome Kaszubowski, Clerk of Courts
Highlands County Florida

_____
Arlene Tuck
Chairwoman, Board of County Commissioners

Date: January 7, 2025

AFFIDAVIT OF PUBLICATION

Highlands News Sun

Published Daily

Sebring, Highlands County, Florida

Case No. ALS non transport

STATE OF FLORIDA
COUNTY OF HIGHLANDS

Before the undersigned authority, Janet Emerson, personally appeared who on oath says that she is the Classified Advertising Legal Clerk of Highlands News Sun, a newspaper published at Sebring in Highlands County, Florida; that the attached copy or reprint of the advertisement, to the right, being a Public Notice, was published in said newspaper by print in the issues of or by publication on the newspaper's website, if authorized, on:

December 06, 2024

Affiant further says that the Highlands News Sun newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
SIGNED:

Janet Emerson

Sworn to and subscribed before me this 6th day of December 2024 by Janet Emerson, who is personally known to me.

Romona D. Washington, Editor, Notary Number: HH 413555
Notary expires: June 21, 2027

00035703 00172689

HIGHLANDS COUNTY FIRE RESCUE
4506 KENILWORTH BLVD
SEBRING, FL 33870

NOTARY PUBLIC STATE OF FLORIDA

ROMONA D. WASHINGTON
Commission # HH 413555
Expires June 21, 2027

NOTICE OF PUBLIC HEARING TO CONSIDER ISSUANCE OF CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY NOTICE IS HEREBY GIVEN TO WHOM IT MAY CONCERN:

Notice is hereby given that the Highlands County Board of County Commissioners will hold a public hearing to consider the issuance of a Certificate of Public Convenience and Necessity described below, on January 7, 2025, at 9:00 a.m. or as soon thereafter as possible, in the Board Room of the County Commission Building, 600 Commerce Avenue, Sebring, Florida.

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All interested persons may appear and be heard at the time and place specified above.

Any person who might wish to appeal any decision made by the 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 for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made which will include the testimony and evidence upon which such appeal is to be based.

Highlands County, Florida, does not discriminate upon the basis of any individual's disability status. This nondiscriminatory policy involves every aspect of the County's functions, including ones 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 Sherri Bennett, ADA Coordinator, at (863) 402-6509 (voice), 863-402-6508 (TTY), or via Florida Relay Service 711, or by e-mail: HRbcc@highlandsfl.gov. Requests for CART or interpreter services should be made at least 24 hours in advance to permit coordination of the service.

BOARD OF COUNTY COMMISSIONERS
OF HIGHLANDS COUNTY, FLORIDA
By: Arlene Tuck, Chairwoman
ATTEST:

Jerome Kaszubowski, Clerk
Dec. 6, 2024

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: January 7, 2025

PRESENTER: Dawn Ritter, Natural Resources Manager

SUBJECT/TITLE: Set a date and time for the Ridge to River Conservation Planning Study workshop with North Florida Land Trust in March 2025.

STATEMENT OF ISSUE

The Ridge to River Conservation Planning Study was approved by the Board of County Commissioners at the October 1, 2024 meeting. This study is to determine the desires or lack thereof for conservation efforts within Highlands County. The consultant, North Florida Land Trust, has already conducted a number of subject matter experts workshops to gage their perspective, interest, and input. As part of the process a Board of County Commissioners workshop is needing to be scheduled to provide initial findings from subject matter experts and establish the Boardâ€™s prioritizes of the natural resources within Highlands County. This workshop will be approximately 90 minutes and needs to be conducted in March 2025. Please provide us a date and time that will best meet the Boards schedule so all will be able to participate.

RECOMMENDED ACTION

Move to set a date and time for the Ridge to River Conservation Planning Study workshop with North Florida Land Trust in March 2025.

FISCAL IMPACT

There is no fiscal impact.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **Jan 7, 2025**

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 December 30, 2024.

RECOMMENDED ACTION

None. This is being provided for informational purposes only.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Legal Long Range Update (2024.12.30).pdf

LONG RANGE ATTORNEY LOG

***Bolded/underlined** language identifies updates*

Matter	Notes
Employee Manual revisions	
Hospital sale issues	**Last information received on this matter is that Hospital District would be hiring a consultant with experience working with Florida Agency for Healthcare Administration and there has not been any new information received as of the date of this report.**
Interlocal Service Boundary Agreement/Joint Planning/Annexation issues with all cities (enclaves and roads) **Resolutions:** **Avon Park –** **Res. 2024-04 (initiating), adopted June 24, 2024** Highlands County – Res. 23-24-176, adopted August 20, 2024 Lake Placid – Res. 2024-28, adopted September 9, 2024 Sun N Lake – Res. 2024-05, adopted October 29, 2024 Spring Lake – Res. 2025-03, adopted December 11, 2024	**Representatives from the County, City of Avon Park, the Town of Lake Placid, the City of Sebring and Sun N Lake met on December 17, 2024, at 2:00pm, in the Board Chambers. The initial meeting was more of a process orientation and we left the meeting agreeing to obtain copies of the ISB Agreements from various jurisdictions around the State that were relatively recent in time and then choosing the best format to follow that will fit the needs of our County and its character. We have agreed to meet monthly, and our next meetings have been scheduled for January 21, 2025, and February 11, 2025.**

Revisions to organization of Advisory Board and Committees	Specific Committee Ordinances/Resolutions will be in 3 phases beginning in the first few months of 2025.
Update/Repeal of County policies which have been individually adopted and which are not part of a codified manual	This refers to day to day operational type policies of Administration and the various Departments which are not part of the code of ordinances, employment manual or Land Development Code. The Records Custodian for the County has started the researching the County's records to reveal all such policies.
Purchasing Policy revisions	Legal Department staff has started the task of removing procedures from our existing Policy
Camping/Sleeping on Public Property Panhandling	Meeting between key County staff members and the Sheriff is set for January 7, 2025, at 1pm.
TDC Grant Agreements	Revise form Grant Agreements to better address issues TDC is experiencing with event promoters
Opioid Settlement Funds	**The Legal Department will continue to work with Administration and Community Programs to secure the Agreement with Central Florida Behavioral Health Network, Inc., as required by the Florida Department of Children and Families to manage use of the opioid funding and to develop the Implementation Plan for Year 3, which is due to the State on June 30, 2025.**
Court Administration Interlocal Agreement	**Recently it was determined that we have some employee overlap in Court Administration wherein the employees are considered as County Employees for payroll and other purposes; however, they are wholly managed by Court Administration. We are working on an Agreement with Court Administration in order to better manage the liability and practical day to day operations associated with these employees.**

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: January 7, 2025

PRESENTER: Laurie Hurner, County Administrator

SUBJECT/TITLE: Commissioner's Priorities and the Project Status Report.

STATEMENT OF ISSUE

RECOMMENDED ACTION

None. This information is being provided for informational purposes only.

FISCAL IMPACT

There is no fiscal impact.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **January 7, 2024**

PRESENTER: **James K. Duppenthaler, Fire Chief**

SUBJECT/TITLE: **Stryker Purchase Order Form for the purchase of 18 new Lifepak 35 Devices and Accessories from the Opioid Settlement Funds Project #23053.**

STATEMENT OF ISSUE

The attached Purchase Order was approved December 17, 2024 at the regular scheduled board meeting. The purchase order form was inadvertently left off the agenda item and is now being provided for informational purposes.

RECOMMENDED ACTION

None. This is being provided for informational purposes only.

FISCAL IMPACT

There is no fiscal impact.

Attachments: LP 35 Agrrement to Purchase.pdf

Purchase Order Form

Account Manager : Amanda Hooker

Cell Phone :

Purchase Order Date : 11-26-2024 09:38:00 -0500

Expected Delivery Date :

Stryker Quote Number : 11012755

Customer PO Number :

Bill To	Customer # : 20069867
Company Name :	HIGHLANDS COUNTY BOARD OF COUNTY COMMISS
Contact or Department :	
Street Address :	
Addt'l Address Line :	
City, ST, ZIP :	, ,
Phone :	

Authorized Customer Initials ajt

Sold To / End User	Customer # : 20008938
Company Name :	HIGHLANDS COUNTY FIRE RESCUE
Contact or Department :	
Street Address :	4506 KENILWORTH BLVD
Addt'l Address Line :	
City, ST, ZIP :	SEBRING, Florida, 33870-4607
Phone :	

Authorized Customer Initials ajt

Deliver To	Customer # : 20008938
Company Name :	HIGHLANDS COUNTY FIRE RESCUE
Contact or Department :	
Street Address :	4506 KENILWORTH BLVD
Addt'l Address Line :	
City, ST, ZIP :	SEBRING, Florida , 33870-4607
Phone :	

Authorized Customer Initials ajt

Description	Total
18- Stryker Lifepak 35 Devices and Accessories	$704,807.92

Total : $704,807.92

Attachment: Stryker Quote Number : 11012755

Stryker Terms and Conditions
www.strykeremergencycare.com/terms

Purchase Order Form

stryker

Accounts Payable Contact Information

Name : Roxanna Taylor

Email : rtaylor@highlandsfl.gov

Phone : 863-402-7654

Authorized Customer Signature

Name : ARLENE TUCK

Title : Board Chairperson

Signature : Arlene Tuck

Date : 12/17/2024

Attachment: Stryker Quote Number : 11012755

Stryker Terms and Conditions
www.strykeremergencycare.com/terms

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **January 7, 2025**

PRESENTER: **County Administrator Laurie Hurner**

SUBJECT/TITLE: **Notification of the issuance of a letter of endorsement concerning the Town of Lake Placid's efforts to secure funding for their proposed new police station at the Town of Lake Placid Government Center.**

STATEMENT OF ISSUE

RECOMMENDED ACTION

FISCAL IMPACT

Attachments: LP Police Station 121724.pdf

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
600 S. Commerce Ave., Sebring, Florida 33870
Office (863) 402-6500 Fax (863) 402-6835 www.highlandsfl.gov

December 17, 2024

The Honorable Mayor John M. Holbrook
Town of Lake Placid
1069 US 27 S.
Lake Placid, FL 33852

RE: Support for proposed new Lake Placid Police Station

Dear Mayor Holbrook:

Please accept this correspondence as Highlands County's endorsement of the Town of Lake Placid's efforts to secure funding for their proposed new police station at the Town of Lake Placid Government Center at 1069 US Hwy 27, Lake Placid, Florida. We believe that this new facility is essential for enhancing public safety and ensuring that our law enforcement officers have the resources they need to effectively serve and protect our community.

The new police station will serve as a symbol of your commitment to public safety and community well-being. It would help foster a stronger relationship between the police force and the residents, promoting trust and cooperation. This is particularly important in today's climate, where community-police relations are crucial for maintaining peace and order.

Sincerely,

Arlene Tuck, Chair
Highlands County Board of County Commissioners

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **January 7, 2025**

PRESENTER:

SUBJECT/TITLE: **Board payables from January 7, 2025, through January 22, 2025**

STATEMENT OF ISSUE

RECOMMENDED ACTION

FISCAL IMPACT