HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
Tuesday, November 02, 2021
9:00 AM
600 S. Commerce Ave. Sebring, FL 33870
AGENDA

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

2 INVOCATION

3 PLEDGE OF ALLEGIANCE

4 ANNOUNCEMENTS

Lake Istokpoga Management Committee will hold a meeting on Wednesday, November 3, 2021 from 9 a.m. to noon in Conference Room #3 in the Bert J. Harris Agricultural Center, 4509 George Blvd.

The Code Enforcement Special Magistrate will hold a meeting on Wednesday, November 3, 2021 at 1:30 p.m., in the Commissioners' Board Room, 600 S. Commerce Ave.

Highlands County Insurance Committee will hold a meeting on Thursday, November 4, 2021 at 10:00 a.m., in the Commissioners Board Room, 600 S. Commerce Ave., Sebring

The Veterans Advisory Board will hold a meeting on Thursday, November 4, 2021 at 3:30 p.m., in the Veteran Services Office, 7209 S. George Blvd.

Highlands County Zoning Board of Adjustment and Local Planning and Zoning Commission will hold a meeting on Tuesday, November 9, 2021 at 3:00 p.m., in the Commissioners Board Room, 600 S. Commerce Ave.

Highlands County Construction Licensing, Enforcement and Appeals Board will hold regular meeting on Tuesday, November 9, 2021 at 7:00 p.m., in the Board Room, 600 S. Commerce Ave., Sebring

The Highlands County BOCC administrative offices will be closed on Thursday, November 11, 2021 in observance of the Veterans Day holiday.

The Highlands Soil and Water Conservation District will hold a meeting on Monday, November 15, 2021 at noon in Conference Room #3 in the Bert J. Harris Agricultural Center, 4509 George Blvd.

5 CONSTITUTIONAL OFFICERS – ANNOUNCEMENTS:

6 RECOGNITIONS, PRESENTATIONS AND PROCLAMATIONS:

6.A *Request approval of a Proclamation recognizing November 17-21, 2021 as "Farm-City Week" in Highlands County, Florida*
Chairman Scott Kirouac
2021 Farm-City Week.doc

7 PUBLIC COMMENT

8 CONSENT AGENDA

8.A *Request to rename Marian Drive (duplicate road name) to McLaren Circle.*
Clinton Howerton, Jr., P.E., County Engineer
The fiscal impact will be $300, the cost of three new street signs. Funding is available in Fund 110 - Transportation Trust Fund, Cost Center 4105 - Traffic Operations, Account 55209 - Traffic Control Devices.
GIS Official Layout Letter ADA.pdf

8.B *Request for consideration and signature of the Memorandum of Agreement (MOA) with the Department of Economic Opportunity (DEO) and Highlands County for the re-designation of the South Central Rural Area of Opportunity (RAO).*
Meghan DiGiacomo, Executive Manager of Business and Economic Development
Jeff King, Economic Development Manager
There is no fiscal impact.
F1453-Highlands County 2021 South Central RAO ReDesignation MOA (002).pdf
Executive Order 21-149 Re Rural Area of Opportunity.pdf
Email from DEO - Highlands County 2021 South Central RAO Re-designation MOA.pdf
Approved LOS April 6 2021 BOCC Meeting SMB 142 PAGE 47.pdf

8.C *Request approval of the Gran Fondo New York (GFNY) Florida Sports Foundation Grant Agreement between the Florida Sports Foundation Board of Directors and the Highlands County Board of County Commissioners for and on behalf of Tourist Development Fiscal Year 2021-2022.*
Leah Sauls, Development Services Director
The fiscal impact will be an estimated increase of $3,576.00 to Fund 152 (Infrastructure Surtax) to be appropriated in cost center 5305 (Marketing & Promotions).
FSF_Grant_ContractGFNY_Florida_Sebring.pdf

8.D *Request approval of the Visit Sebring Classic Florida Sports Foundation Grant Agreement between the Florida Sports Foundation Board of Directors and the Highlands County Board of County Commissioners for and on behalf of Tourist Development Fiscal Year 2021-2022.*
Leah Sauls, Development Services Director
The fiscal impact will be an estimated increase of $537.00 to cost center 5305 (Marketing & Promotions).
FSF_Grant_ContractVisit_Sebring_Classic.pdf

8.E *Request approval of the Sports Marketing and Sales Services Consultant three year contract with Airstream Ventures, LLC to begin Fiscal Year 21-22.*
Leah Sauls, Development Services Director
The fiscal impact is $72,000 to cost center 5305 (Tourism and Marketing) 54800 promotional activities.

Airstream_Ventures_21-023_Sports_Marketing_DMR_10-08-2021__002_.pdf

8.F *Request approval of the Spartan Race and Tough Mudder Florida Sports Foundation Grant Agreement between the Florida Sports Foundation Board of Directors and the Highlands County Board of County Commissioners for and on behalf of the Tourist Development Fiscal Year 21-22.*
Leah Sauls, Development Services Director
The fiscal impact will be an estimated increase of $40,819 to cost center 5305 (Marketing & Promotions).
FSF_Grant_ContractSpartan_Race_and_Tough_M.pdf

8.G *Request approval of the Citrus Golf Trail Open Florida Sports Foundation Grant Agreement between the Florida Sports Foundation Board of Directors and the Highlands County Board of County Commissioners for and on behalf of the Tourist Development Fiscal Year 2021-2022.*
Leah Sauls, Development Services Director
The fiscal impact will be an estimated increase of $719.00 to cost center 5305 (Marketing & Promotions).
FSF_Grant_ContractCitrus_Golf_Trail_Open.pdf

8.H *Request approval of the Grand Fondo New York Marathon Florida Sports Foundation Grant Agreement between the Florida Sports Foundation Board of Directors and the Highlands County Board of County Commissioners for and on behalf of Tourist Development for Fiscal Year 2021-2022.*
Leah Sauls, Development Services Director
The fiscal impact will be an estimated increase of $1,947.00 to Fund 152 (Tourist Development) to be appropriated in cost center 5305 (Marketing & Promotions).
FSF_Grant_ContractGFNY_Florida_Marathon.pdf

8.I *Request approval of Budget Amendment 21-22-004 and Resolution to realign and appropriate Sheriff budgeted funds within the General Fund to accomplish the grant/project program goals.*
Paul Blackman, Sheriff
The fiscal impact is a decrease to Fund 005 (General) and overall budget in the amount of $527.00. The estimated amount budgeted was slightly higher than the amount of the Grant Award that came in.
21-22-004 Project 21026 Jag Direct 2021 (BA).pdf
21-22-004R Project 21026 JAG Direct 2021 (Resolution).pdf

8.J *Request approval to issue a new Certificate of Public Convenience and Necessity (COPCN) per name change, to Highlands County Board of County Commissioners currently serving all of Highlands County under the Highlands County Fire Rescue COPCN. Name change is required to move forward with application renewal of Medicaid insurance per state requirement.*
Tim Eures, Chief Deputy
No fiscal impact
HCBCC COPCN Cert..pdf

8.K *Request acceptance of the State of Florida Emergency Medical Services Program Grant application in the amount of $14,471.00 with the associated Resolution # 21-22-11.*

Tim Eures, Chief Deputy
The fiscal impact will be an increase to Fund 005 (General) and the overall budget in the amount of $14,471.00 and will be appropriated to cost cent 5105 (Emergency Medical Services).
county-grant-app-2021.pdf
EMS.DOH Grant resolution 21.22..SGS.pdf

8.L *Request to approve Budget Amendment 20-21-147 to transfer funds from Sebring Parkway, Project 17063 (Phase II-B) to Sebring Parkway, Project 17062 (Phase II-A) in the amount of $100,000.00.*
Clinton Howerton, Jr., P.E., County Engineer
There is no fiscal impact to Fund 151 (Infrastructure Surtax Fund) or the overall budget as this budget amendment is merely a realignment of funds from Project 17063 (Sebring Parkway Phase IIB) to Project 17062 (Sebring Parkway Phase IIA).
BA 20-21-147 Agenda Packet.pdf

8.M *Request approval of Budget Amendment 21-22-005 and Resolution bringing Fund Balance Forward for all Impact Fee funds into FY 21/22 with a Fiscal Impact of $18,741.51 – a Net Increase*
David Nitz, OMB Manager
The fiscal impact to the overall budget and to the various Impact Fee Funds is a net increase in the amount of $18,741.51.
21-22-005 Impact Fees FBBF (BA).pdf
21-22-005R Impact Fees FBBF (Resolution).pdf

8.N *Request approval of Budget Amendment 20-21-149 to realign Sheriff budgets for yearend cleanup within the General and Crime Prevention Fund.*
Paul Blackman, Sheriff
There is no fiscal impact to Fund 005 (General) or Fund 178 (Crime Prevention) or the overall budget. This budget amendment is realigning budgeted funds within cost center 1030 (Gen Op Cthse Security), 3101 (Sheriff) and 3323 (Detention and Correction) between accounts 51001 (Personal Services Elected Official), 53001 Operating Expense Elected Official) and 56001 (Capital Outlay Elected Official).
20-21-149 Sheriff YE Cleanup.pdf

9 PUBLIC HEARING

10 ACTION AGENDA

10.A *Presentation on the redistricting of the Board of County Commissioners' Districts based on the 2020 Census Data.*
Melony Culpepper, Planning and Zoning Manager
There is no fiscal impact.
Staff Analysis.pdf
2020 District Populations.pdf
Draft Redistricting Maps.pdf

10.B *Award of RFP for Infrastructure Sales Surtax Refunding Revenue Bond, Series 2021 and Adoption of Resolution 21-22-12.*
David Nitz, OMB Manager
Tanya Cannady, Business Services Director

The fiscal impact is a $21,700,000 loan to the Infrastructure Surtax Fund with $11,575,000 used to refinance the Series 2015 Bond with a net increase of $10,125,000 to go toward the Jail Expansion project's initial phase.
Supplemental Resolution 21.22.12 Infrastucture Surtax.pdf
Certificate of Public Meeting (01862200-2).DOCX

BRIEF BREAK: To allow for the signing of documents.

11 COUNTY ADMINISTRATOR AND LEGAL

11.A *County Attorney Status Report*
David "Matt" Raulerson, Assistant County Attorney
There is no fiscal impact.
COUNTY ATTORNEY LOG 2.pdf

11.B *Commissioner's Priorities and the Project Status Report*
Randy Vosburg, County Administrator
No Fiscal Impact.
Status - Commissioner's Priorities (FINAL) 11.2.2021.pdf
Status - Project Updates (FINAL) 11.2.2021.pdf

12 COMMISSIONERS

13 INFORMATIONAL

13.A *Board payables from November 2-15, 2021*

14 ADJOURN

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

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

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

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

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **November 2, 2021**

PRESENTER: **Chairman Scott Kirouac**

SUBJECT/TITLE: **Request approval of a Proclamation recognizing November 17-21, 2021 as "Farm-City Week" in Highlands County, Florida**

RECOMMENDED ACTION

Move approval of a Proclamation recognizing November 17-21, 2021 as "Farm-City Week" in Highlands County, Florida

Attachments: 2021 Farm-City Week.doc

2021 FARM-CITY WEEK
NOVEMBER 17-24, 2021

WHEREAS, Florida farmers and ranchers help feed the world by producing a bounty of nutritious foods. To do this, they rely on essential partnerships with urban and rural communities to supply, sell and deliver finished products to consumers across Florida and around the globe; and

WHEREAS, rural and urban communities working together have built our nation's rich agricultural resources so that they contribute to the health and well-being of our country and the strength of our economy; and

WHEREAS, during National Farm-City Week, we recognize the importance of this cooperative network. Agriculture and related enterprises employ more than 2 million workers, including farmers and ranchers, shippers, processors, marketers, retailers, inspectors and others who contribute an annual impact of $146 billion to Florida's economy; and

WHEREAS, as they perform their daily work, farmers and ranchers preserve freshwater recharge areas, wildlife habitat and greenspace. Consumers help farm families maintain their superior natural resource conservation practices by purchasing Florida's agricultural products. Farm-City Week activities celebrate the mutually beneficial relationships that support the quality of life we all enjoy; and

WHEREAS, this week, as we gather with family and friends around the Thanksgiving table, we count these relationships among our many blessings. We commend the many Floridians whose hard work and ingenuity provide us with food abundance and reflect the true spirit of our state and nation; and

NOW, THEREFORE, BE IT PROCLAIMED, that the Board of County Commissioners of Highlands County, Florida in regular session, duly assembled, by virtue of the authority vested in us, does hereby proclaim November 17-24, 2021 as

Farm-City Week in Highlands County, Florida,

and further calls upon all citizens to acknowledge and celebrate the achievements of all those who, working together, produce and supply our community, our nation and the world with an abundance of agricultural products.

DONE AND ADOPTED this 2nd day of November 2021.

BOARD OF COUNTY COMMISSIONERS OF
HIGHLANDS COUNTY, FLORIDA

____
Scott Kirouac, Chairman

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **November 2, 2021**

PRESENTER: **Clinton Howerton, Jr., P.E., County Engineer**

SUBJECT/TITLE: **Request to rename Marian Drive (duplicate road name) to McLaren Circle.**

STATEMENT OF ISSUE

Marian Drive is a loop road in the LeMans apartment complex in Sebring. There exists a side road located three-hundred-twenty-five feet (325') from the northern end of Marian Drive also named Marian Drive. This duplication of names is a violation of county ordinance (Ordinance 14-15-05) and a potential E911 safety issue. A polling of the effected landowners elicited no response, therefore the Engineering/GIS Addressing and E911 departments recommend changing the loop portion of Marian Drive to McLaren Circle to eliminate the duplicate name. All eightyeight addresses in the complex are currently also in violation of county ordinance (Ordinance 14-15-05) as they are addressed from Lakeview Drive. This readdressing will occur separately from this item after the successful renaming of Marian Drive to McLaren Circle.
The Engineering/GIS Addressing and E911 departments have determined that this action will improve E911 response time and bring the roadways in question into compliance with the ordinance. The E-911 Coordinator, and the County Engineer approve this name change.

RECOMMENDED ACTION

Move to approve the request to rename the duplicate portion of Marian Drive to McLaren Circle.

FISCAL IMPACT

The fiscal impact will be $300, the cost of three new street signs. Funding is available in Fund 110 - Transportation Trust Fund, Cost Center 4105 - Traffic Operations, Account 55209 - Traffic Control Devices.

Attachments: GIS Official Layout Letter ADA.pdf

LeMans Apartments

Prepared by the Highlands County Geographic Information Systems Department (GIS Department)
For reference ONLY. NOT a boundary survey
Date Exported: 10/18/2021 11:56 AM

Path: G:\ADDRESSING New folder\ArcGIS Pro Projrcts\Addressing\new addressing.aprx

N W E S

Feet
0 25 50 100

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 2, 2021

PRESENTER:	**Meghan DiGiacomo, Executive Manager of Business and Economic Development** **Jeff King, Economic Development Manager**
SUBJECT/TITLE:	**Request for consideration and signature of the Memorandum of Agreement (MOA) with the Department of Economic Opportunity (DEO) and Highlands County for the re-designation of the South Central Rural Area of Opportunity (RAO).**

STATEMENT OF ISSUE

The purpose of this MOA is to document the terms and conditions of the implementation of the Rural Area of Opportunity (RAO). The Governor recognizes that successful rural communities are essential to the overall success of the State of Florida's economy and quality of life, yet many rural communities struggle to maintain, support or enhance job creation activities and to generate revenues for critical government services.

Florida's Legislature also recognizes that rural communities continue to face extraordinary challenges in their efforts to significantly improve their economies, and as such, section 288.0656, Florida Statutes (F.S.), establishes the Rural Economic Development Initiative (REDI) within DEO and authorizes the participation of State and regional organizations in this initiative. Pursuant to section 288.0656(7), F.S., representatives of the State and regional agencies comprising the REDI met on April 16, 2021, and recommended the re-designation of the South Central region composed of DeSoto, Glades, Hardee, Hendry, Highlands and Okeechobee Counties and the cities of Belle Glade, Pahokee, and South Bay in Palm Beach County, and the area around Immokalee included within the Round II Federal Rural Enterprise Community located in northeast Collier County as an RAO - also known as our current regional board FHERO (Florida Heartland Economic Region of Opportunity). On June 28, 2021, Governor Ron DeSantis issued Executive Order Number 21-149, which re-designated the South Central RAO for another five-year term with an expiration date of June 28, 2026.

Pursuant to section 288.0656(7), F.S., and Executive Order Number 21-149, RAO designation shall be contingent upon the execution of a MOA between the parties - in this case DEO and Highlands County. The MOA for consideration of signature is attached, as well as the referenced Executive Order Number 21-149.

In addition, at the April 6, 2021 BOCC Meeting, a request for support and signature of the Florida Heartland Region of Opportunity (FHERO) Letter of Support for the re-designation of FHERO as the representative for the South Central Rural Area of Opportunity - which was approve and fully executed - also attached for reference.

RECOMMENDED ACTION

Move to approve the execution of the Memorandum of Agreement (MOA) with the Department of Economic Opportunity (DEO) and Highlands County for the re-designation of the South Central Rural Area of Opportunity (RAO).

FISCAL IMPACT

There is no fiscal impact.

Attachments: F1453-Highlands County 2021 South Central RAO ReDesignation MOA (002).pdf
Executive Order 21-149 Re Rural Area of Opportunity.pdf
Email from DEO - Highlands County 2021 South Central RAO Re-designation MOA.pdf
Approved LOS April 6 2021 BOCC Meeting SMB 142 PAGE 47.pdf

MEMORANDUM OF AGREEMENT
STATE OF FLORIDA
DEPARTMENT OF ECONOMIC OPPORTUNITY

THIS MEMORANDUM OF AGREEMENT ("MOA") is made and entered into by and between the State of Florida, Department of Economic Opportunity ("DEO") and Highlands County, Florida ("County"). DEO and the County are sometimes referred to herein individually as a "Party" and collectively as "the Parties".

I. Background and Purpose of MOA

A. The purpose of this MOA is to document the terms and conditions of the implementation of the Rural Area of Opportunity (RAO).

B. The Governor of Florida recognizes that successful rural communities are essential to the overall success of the State of Florida's economy and quality of life, yet many rural communities struggle to maintain, support or enhance job creation activities and to generate revenues for critical government services.

C. Florida's Legislature also recognizes that rural communities continue to face extraordinary challenges in their efforts to significantly improve their economies, and as such, section 288.0656, Florida Statutes (F.S.), establishes the Rural Economic Development Initiative (REDI) within DEO and authorizes the participation of State and regional organizations in this initiative. Paragraph 288.0656(7)(a), F.S., provides for the designation of up to three RAOs. RAOs include rural communities or a region composed of rural communities, including rural counties as identified in section 288.0656(2)(d)(e), F.S., that have been adversely affected by extraordinary economic events, severe or chronic distress, a natural disaster, or an event that presents a unique economic development opportunity of regional impact.

D. Pursuant to section 288.0656(7), F.S., representatives of the State and regional agencies and organizations comprising the REDI met on **April 16, 2021,** and recommended the re-designation of the South Central region composed of DeSoto, Glades, Hardee, Hendry, Highlands and Okeechobee Counties and the cities of Belle Glade, Pahokee, and South Bay in Palm Beach County, and the area around Immokalee included within the Round II Federal Rural Enterprise Community located in northeast Collier County as an RAO**.** On **June 28, 2021**, Governor Ron DeSantis issued Executive Order Number **21-149**, which re-designated the South Central RAO for another five-year term with an expiration date of **June 28, 2026.**

II. The Participating Community

A. Pursuant to section 288.0656(7)(b), F.S., and Executive Order Number **21-149**, RAO designation shall be contingent upon the execution of a MOA between the Parties. Section 288.0656(7)(b), F.S., requires this MOA to specify the terms and conditions of the designation, including, but not limited to, the duties and responsibilities of the county and any participating municipalities to take actions designed to facilitate the retention and expansion of existing businesses in the area, as well as the recruitment of new businesses to the area.

B. The County agrees that fulfillment of the following duties and responsibilities, as reasonably determined by REDI, are required for recommendation by REDI for continued designation as a RAO.

C. The County shall:

1. designate a specific contact person from among County elected or appointed officials to serve as a point of contact in all matters and activities relating to the South Central RAO;

2. designate a specific person from a non-profit organization actively engaged in economic development within the County to serve as the single point of contact to represent and provide input on all economic development matters and activities relating to the South Central RAO, and to receive and process leads and referrals from Enterprise Florida, Inc.; and

3. include contact information for designees on Exhibit A, attached hereto (these designees may be the same designee to serve as the representative to other similar organizations). The County shall inform DEO in writing by either mail or email of any changes to the specified persons within ten (10) business days of the change.

III. Implementation and Duration

A. Pursuant to Executive Order Number **21-149**, the designation of the South Central RAO affecting the counties of DeSoto, Glades, Hardee, Hendry, Highlands and Okeechobee and the cities of Belle Glade, Pahokee, and South Bay in Palm Beach County, and the area around Immokalee included within the Round II Federal Rural Enterprise Community located in northeast Collier County shall be in effect for five years and will expire on **June 28, 2026**.

B. REDI may recommend the RAO designation and this MOA be terminated or continued based on performance under this MOA.

C. This MOA shall take effect immediately upon full and proper execution by all Parties, and supersedes and replaces any and all previous Rural Area of Critical Economic Concern and RAO agreement(s) between the Parties.

D. This MOA shall expire on **June 28, 2026** unless terminated earlier.

E. Both Parties shall review this MOA annually. If revisions are needed, notification shall be given to both Parties in writing of the specific changes desired with the proposed amendment language and the reasons for the revisions. With the mutual consent of both Parties, the proposed changes shall become effective when both Parties have duly executed an amendment to this MOA.

F. The County may terminate this MOA at any time upon written notice to DEO.

G. Designation as an RAO is, by statute and Executive Order, contingent upon execution of a MOA between the Parties. REDI shall recommend the RAO designation be terminated if this MOA is not duly executed, or if this MOA is terminated and another MOA is not timely and duly executed in its place.

- The remainder of this page has been intentionally left blank. -

IV. EXECUTION

By affixing her or his signature herein below, each undersigned official represents and warrants that she or he has read the above MOA and the Exhibit A attached hereto and understands each section and paragraph.

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and, in the Attachments and Exhibits hereto, the Parties have caused to be executed this MOA by their undersigned officials duly authorized.

HIGHLANDS COUNTY, FLORIDA		DEPARTMENT OF ECONOMIC OPPORTUNITY	
By	______________________ Signature	**By**	______________________ Signature
Title	**Scott Kirouac** **Chairman**	**Title**	**Kate Doyle** **Interim Deputy Secretary** **Division of Community Development**
Date	______________________	**Date**	______________________

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

OFFICE OF GENERAL COUNSEL
DEPARTMENT OF ECONOMIC OPPORTUNITY

By: ___________________________________

Approved Date: ________________________

EXHIBIT A – DESIGNATED CONTACTS
Highlands County, Florida

Contact Information for an Elected or Appointed Official

Name: Highlands County Commissioner, Kathy Rapp

Address: 600 South Commerce Avenue Sebring, FL

Phone: 863-402-6500

Fax: 863-502-6835

Email: krapp@highlandsfl.gov

Contact Information for One Person from
a Non-Profit Organization Engaged in Economic Development

Name: Meghan DiGiacomo

Address: 501 South Commerce Avenue Sebring, FL 33870

Phone: 863-402-6906

Fax: 863-402-6651

Email: mdigiacomo@highlandsfl.gov

Please complete this page and return with the signed MOA. The County is required to inform DEO of any changes to this information within ten (10) business days of a change.

STATE OF FLORIDA

OFFICE OF THE GOVERNOR
EXECUTIVE ORDER NUMBER 21-149

WHEREAS, rural communities are stewards of the vast majority of Florida's land and natural resources, upon which the State's continued growth and prosperity depend; and

WHEREAS, successful rural communities are essential to the overall success of the State's economy and quality of life; and

WHEREAS, certain rural communities are struggling to maintain, support, or enhance job creating activity, or to generate revenues for education and other critical government services such as infrastructure, transportation, and safety; and

WHEREAS, the challenges faced by these rural communities threaten their well-being and viability; and

WHEREAS, the Governor is authorized in section 288.0656(7), Florida Statutes, to designate up to three "Rural Areas of Opportunity," formerly "rural areas of critical economic concern," under section 288.0656, Florida Statutes (2000-2013); and

WHEREAS, a rural area of opportunity is a rural community, or a region composed of rural communities, designated by the Governor, that has been adversely affected by an extraordinary economic event, severe or chronic distress, or a natural disaster or that presents a unique economic development opportunity of regional impact; and

WHEREAS, the counties of DeSoto, Glades, Hardee, Hendry, Highlands, and Okeechobee and the cities of Belle Glade, Pahokee, and South Bay in Palm Beach County, and the area around Immokalee included within the Round II Federal Rural Enterprise Community located in northeast Collier County were designated as a rural area of critical economic concern for a term of five years each by Executive Orders 01-26, 06-34, 11-81, and 16-150 and

WHEREAS, the designation expires on June 27, 2021, and the Rural Economic Development Initiative met on April 16, 2021, and agreed to recommend to the Governor to continue the designation of the counties of DeSoto, Glades, Hardee, Hendry, Highlands, and Okeechobee and the cities of Belle Glade, Pahokee, and South Bay in Palm Beach County, and the area around Immokalee included within the Round II Federal Rural Enterprise Community located in northeast Collier County as a rural area of opportunity.

NOW, THEREFORE, I, RON DESANTIS, as Governor of Florida, by virtue of the authority vested in me by article IV, section 1(a), Florida Constitution, and section 288.0656(7), Florida Statutes, do hereby issue the following Executive Order, effective immediately:

Section 1. The area within the boundaries of the counties of DeSoto, Glades, Hardee, Hendry, Highlands, and Okeechobee and the cities of Belle Glade, Pahokee, and South Bay in Palm Beach County, the area around Immokalee included within the Round II Federal Rural Enterprise Community located in northeast Collier County is designated as a rural area of opportunity.

Section 2. This area shall be a priority assignment for the Rural Economic Development Initiative.

Section 3. On a case-by-case basis, the criteria, requirements or provisions of economic development incentives may be waived. Such incentives include, but shall not be limited to, the Qualified Target Industry Tax Refund Program under section 288.106, Florida Statutes, the Quick Response Training Program under section 288.047, Florida Statutes, the Quick Response Training Program for participants in the welfare transition program under section 288.047(8), Florida Statutes, transportation projects under section 339.2821, Florida Statutes, the brownfield redevelopment bonus refund under section 288.107, Florida Statutes, and the rural job tax credit program under sections 212.098 and 220.1895, Florida Statutes.

Section 4. Pursuant to section 288.0656(7), access to the assistance available under this Designation as a rural area of opportunity shall be contingent upon the execution of memoranda of agreement between the Department of Economic Opportunity, the governing bodies of the counties, and the governing bodies of the municipalities included within the area. Such memoranda of agreement shall specify the terms and conditions of the designation, including, but not limited to, the duties and responsibilities of the counties and municipalities to take actions designed to facilitate the retention and expansion of existing businesses in the area, as well as the recruitment of new businesses to the area.

Section 5. This designation shall be in effect for five years and will expire on June 28, 2026. The Rural Economic Development Initiative may recommend the designation be terminated or continued based on economic development progress from current base lines or upon performance under the memoranda of agreement.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed at Tallahassee, this 28th day of June, 2021.

RON DESANTIS, GOVERNOR

ATTEST:

SECRETARY OF STATE

FILED
2021 JUN 28 AM 11:34
DEPARTMENT OF STATE
TALLAHASSEE, FL

From:	Gitzen, Robert
To:	DiGiacomo, Meghan M.
Cc:	Terry Burroughs; Lewis, Sean
Subject:	Highlands County 2021 South Central RAO Re-designation MOA
Date:	Tuesday, October 12, 2021 8:47:01 AM
Attachments:	image001.png F1453-Highlands County 2021 South Central RAO ReDesignation MOA.pdf Executive Order 21-149 Re Rural Area of Opportunity.pdf

[**CAUTION:** External Message*]

Dear Ms. DiGiacomo

Attached is the 2021 South Central RAO Re-designation MOA for Highlands County along with the Executive Order re-designating the RAO. Please place consideration of the MOA on the agenda of the next regularly scheduled meeting of the Highlands County Board of County Commissioners.

As stated in the MOA re-designation of the RAO is contingent upon the execution of a MOA between the counties in the RAO and DEO.

Please return an executed copy to my attention. Scanned and emailed copies are fine.

If you have any questions or need any further information please let me know.

Thank you.

Bob Gitzen, FCCM
Government Operations Consultant II
Office of Community Partnerships
Florida Department of Economic Opportunity
107 E. Madison Street
Caldwell Building MSC 160
Tallahassee, FL 32339
Phone: 850-717-8497
E-Mail Robert.gitzen@deo.myflorida.com

8.F.

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: April 6, 2021

PRESENTER: **Meghan DiGiacomo, Executive Manager of Business & Economic Development**

SUBJECT/TITLE: **Request for support and signature on the Florida Heartland Economic Region of Opportunity (FHERO) Letter of Support for the re-designation of FHERO as the representative for the South-Central RAO (Rural Area of Opportunity).**

STATEMENT OF ISSUE

It is time for the Florida Department of Economic Opportunity (DEO) to re-designate the three Florida RAOs (Rural Area of Opportunity). Highlands County is included in the South-Central RAO called FHERO (Florida Heartland Economic Region of Opportunity) which is made up of 6 rural counties and 4 rural cities across South-Central Florida. To support the re-designation, the FHERO Board Chair, Commissioner Terry Burroughs of Okeechobee needs letters of support from each of the communities to submit to DEO for re-designation.

FHERO provides economic development support and collaboration throughout the south central region through marketing, facilitation and advocacy in rural South Central Florida. The regional collaboration builds capacity by linking and uniting leadership networks. Over the last few years the Counties in the FHERO region have seen the benefit of collaboration and leveraging each other's resources to gain strength individually, as well as regionally. The Counties, as well as other regional partners, value the ability to have discussions and resolve issues with partners that not only understand, but share the same challenges, goals and aspirations.

RECOMMENDED ACTION

Move to approve the support and signature on the Florida Heartland Economic Region of Opportunity (FHERO) Letter of Support for the re-designation of FHERO as the representative for the South-Central RAO (Rural Area of Opportunity).

FISCAL IMPACT

No Fiscal Impact

Attachments: Letter of Support FHERO Re-Designation.pdf
FHERO 2019-2020 Accomplishments.pdf
Email from Commissioner Burroughs.pdf

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
ADMINISTRATION
600 S. Commerce Ave., Sebring, Florida 33870
Office (863) 402-6833 Fax (863) 402-6835 www.highlandsfl.gov

April 6, 2021

Mr. Terry Burroughs, Chairman
Florida Heartland Economic Region of Opportunity, Inc. (FHERO)
304 NW 2nd Street
Room 123
Okeechobee, FL

Dear Mr. Burroughs,

As the Chairman of the Board of County Commissioners for Highlands County, I am submitting this letter of support for the re-designation of FHERO (Florida Heartland Economic Region of Opportunity) as the representative for the South-Central RAO (Rural Area of Opportunity).

FHERO provides economic development support and collaboration throughout the south-central region through marketing, facilitation and advocacy in rural South-Central Florida. The regional collaboration builds capacity by linking and uniting leadership networks. Over the last few years the Counties in the FHERO region have seen the benefit of collaboration and leveraging each other's resources to gain strength individually, as well as regionally. The Counties, as well as other regional partners, value the ability to have discussions and resolve issues with partners that not only understand, but share the same challenges, goals and aspirations.

We appreciate the FHERO Board of Directors' and staff's proactive approach to regional collaboration. We look forward to their continued success.

Sincerely,

Scott Kirouac
Chair, Board of County Commissioners

BOARD OF COUNTY COMMISSIONERS
SEAL

Florida Heartland Economic Region of Opportunity
304 NW 2nd St, Room 123
Okeechobee, FL 34972

863.697.6325
www.flaheartland.com

Our Central Location
Gives Your Business the Edge

Memo To: FHERO Board of Directors

Re: 2019-2020 Accomplishments

Good Afternoon,
As we approach the end of the funding cycle, the Board of Directors is furnished a list of accomplishments from the FHERO. This helps in supporting the funding we receive from each City and County, but also provides insight to the value of the organization to the South Central Regional of Opportunity (RAO) as designated by the legislature. The following is a list of accomplishments during this fiscal year:

1. Submitted a Regional Development Grant to DEO with the following deliverables.
    a. To develop strategic plans for Okeechobee, Desoto, Immokalee EDC's
    b. Provide educational training dollars for each EDO to achieve their CEcD certification
    c. Elected officials economic development training
    d. The proposed custom resource *Guide to the Heartland Economic Development Region*, shall be described as a 32-page, plus cover publication, printed in four-color process. The content will cover all aspects of working, business and quality of life of the assets of the six county and four cities of FHERO
    a. Joint meetings between Enterprise Florida, DEO and FHERO EDOs
2. Continued implementation of skill gap analysis as outlined
3. Provided Business Retention and Expansion guidelines to each EDO member for tailoring to their own respective communities.
4. Successfully managed legislative bill to increase funding for the rural development grant and to reduce the match on the rural infrastructure fund for the three RAOs.
5. Continued implementation of the initial portion of the strategic plan for FHERO as outlined in our three year strategic plan.
6. Participated on monthly REDI calls reporting economic development efforts in the South Central RAO to DEO.
7. Conducted bi-monthly meetings with the EDOs.
8. Conducted quarterly meetings with the Board of Directors and provided monthly emails on financial status.

As with any organization, we continue to rebuild the regional economic development organization to accommodate the ever changing business development environment we face each day. I hope this provides you some aspect of the work we are continuing to achieve in economic greatness in South Central Florida.

If you should have questions or concerns, I am always available to respond to your needs. I can be reached via email (tburroughs@co.okeechobee.fl.us) or via my cell phone (863-532-6036).

With Regards,

Terry W. Burroughs

Terry Burroughs

DiGiacomo, Meghan M.

From: Terry Burroughs <twbfla1950@live.com> on behalf of terry@okeechobeebusiness.com
Sent: Thursday, March 11, 2021 8:51 PM
To: Russell Melendy; Terry Burroughs (terry@okeechobeebusiness.com); Debrah Forester; JC Deriso; Jkoukos@gladeselectric.com; Bill Lambert; bocc4@hendryfla.net; Rapp, Kathy; twhidden@myglades.com; Beverly Scott; Debrah Forester; DiGiacomo, Meghan M.; Sarah; Terry Burroughs (tburroughs@co.okeechobee.fl.us); Terry Burroughs (terry@okeechobeebusiness.com); Tracy Whirls (twhirls@gladescountyedc.com); Tammy Jackson-Moore; Kristi Schiering; King, Jeffrey; Tara Poulton; kaylee@ocedcorp.com; christie.betancourt@colliercountyfl.gov
Subject: FHERO RAO Re-designation by the Florida Department of Economic Development (DEO)
Attachments: Sample EDO FHERO-RAO Support Letter.docx

[**CAUTION:** External Message*]

Good Evening FHERO Board Members,
I just got an email from DEO that our South-Central RAO Re-designation is coming due in a few months. What I will need from you is the following:

1. A letter from your Board stating you support the re-designation of FHERO as the representative for the South-Central RAO

If you a member of FHERO and you represent an economic development organization, the letter needs to be signed by your President. If you are a County Commission representative on the FHERO Board, the letter needs to be signed by your Chairman of the Commission. If you are a public investor, the letter needs to be signed by the President of the organization. Once signed, transmit the letter to me via my email.

For your convenience, I have attached a draft of the verbiage for your convenience. I would appreciate your prompt attention to this matter

Terry Burroughs
Chairman
Florida Heartland Economic Region of Opportunity (FHERO)

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **November 2, 2021**

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

SUBJECT/TITLE: **Request approval of the Gran Fondo New York (GFNY) Florida Sports Foundation Grant Agreement between the Florida Sports Foundation Board of Directors and the Highlands County Board of County Commissioners for and on behalf of Tourist Development Fiscal Year 2021-2022.**

STATEMENT OF ISSUE

Gran Fondo New York (GFNY)- Florida Sports Foundation Grant Agreement between the Florida Sports Foundation Board of Directors and the Highlands County Board of County Commissioners is an agreement to accept funds allocated to the Tourist Development Council to support GFNY Florida Sebring. The grant is required to be executed by the Board of County Commissioners in order to be considered for grant funding. The award from the Tourist Development Council is based on expenditures for allowed expenses on behalf of Gran Fondo New York (GFNY) event.

RECOMMENDED ACTION

Move to approve of the Grand Fondo New York (GFNY) Florida Sports Foundation Grant Agreement between the Florida Sports Foundation Board of Directors and the Highlands County Board of County Commissioners for and on behalf of Tourist Development Fiscal Year 2021-2022.

FISCAL IMPACT

The fiscal impact will be an estimated increase of $3,576.00 to Fund 152 (Infrastructure Surtax) to be appropriated in cost center 5305 (Marketing & Promotions).

Attachments: FSF_Grant_ContractGFNY_Florida_Sebring.pdf

9/29/2021

Visit Sebring
Casey Hartt, Lead Marketing Consultant
501 S Commerce Avenue

Sebring, FL 33870

Dear Casey

We are pleased to inform you that the Florida Sports Foundation Board of Directors has approved the following grant(s):

$3,576 for GFNY Florida Sebring

Please accept the amount of this conditional award by signing the attached contract agreement within thirty (30) days. A checklist is provided below for your convenience.

- Read and sign contract electronically or sign and return two printed copies to FSF
- Make sure a certificate of insurance naming Florida Sports Foundation is in place and a copy is sent to FSF 15 days prior to the event.
- A post event report is required per FSF Policies & Procedures for disbursement and should include:
  - Front and back copies of cancelled checks, or electronic funds transfers, from grantee to third party for reimbursable expenses.
  - An invoice supporting charges paid above.
  - Proof of display of FSF Branding. Such branding will be in the following forms:
    - Display of the "COME PLAY IN FLORIDA" logo on event website,
    - Display of the "COME PLAY IN FLORIDA" banner at the event site.

NB: Please use this link for our media & branding guidelines. (https://playinflorida.com/media-library/)

The post event report can be found and completed on our website.

If you have any questions or concerns, please contact us at (407) 956-5664.

Sincerely,

Liese Abili

Liese Abili
Director of Sports Development

FLORIDA SPORTS FOUNDATION
Major Grant Program - Grant Agreement

THIS GRANT AGREEMENT entered into this day, **9/29/2021** , by and between the Florida Sports Foundation, Inc., a division of Enterprise Florida, Inc., hereinafter referred to as the "Grantor" and **Visit Sebring** **,** hereinafter referred to as the "Grantee".

WITNESSETH

WHEREAS, the State of Florida Legislature mandated in Section 288.901(f), Florida Statutes, that the Grantor shall assist and market professional and amateur sport teams and sporting events in Florida; and the Grantor is empowered to make grants of funds in accordance with the promotion of major and minor sporting events; and,

WHEREAS, the Florida Sports Foundation has approved an appropriation for such grant.

IT IS, in consideration of the mutual undertakings and agreements hereinafter set forth, agreed between the Grantor and the Grantee as follows:

1.0 **PARTIES:**

The parties and their respective addresses for the purposes of this Agreement are:

Florida Sports Foundation
101 North Monroe Street, Suite 1000
Tallahassee, FL 32301

Visit Sebring
Casey Hartt
501 S Commerce Avenue
Sebring, FL 33870

2.0 **NOTICES**:

All notices between the parties, provided for herein, shall be either by confirmed fax, confirmed FedEx or certified mail, return receipt requested, delivered to the address of the parties as set forth in section 1.0 above.

3.0 **GRANT DESCRIPTION**:

The Grantee will expend grant funds in accordance with “Paragraph 6.0 a” and "Attachment A". Funds made available by the Grantor pursuant to this Grant Agreement shall be expended solely for the purpose of the project and the legislatively appropriated purpose.

(a) Grantee: **Visit Sebring**

(b) Payee: **Visit Sebring**

(c) Name/Date of Event: **GFNY Florida Sebring - 10/29/2021 thru 10/31/2021**

(d) Total Amount of Grant**: $ 3,576**

(e) Project Budget: As provided in Grant Application.

(f) Reporting Schedule: Grantee shall submit final report and request for reimbursement within ninety (90) days of the last day of the event, except for all events taking place in June, which are due by the first day of September following the event.

(g) Grant Period: **9/29/2021 through the end of Event**

4.0 **GRANT REQUIREMENTS**:

(a) Audit: Grantee will complete a post event report, an accounting of the events financial activity, and proper use of funds provided by this Agreement, within ninety (90) days after the event and provide documentation evidencing the direct impact of the event. The Grantee agrees to comply with the audit requirement of Sections 215.97 and 17.03, Florida Statutes, and all applicable Rules of the Auditor General as referenced in Attachment A.

(b) Records: Grantee shall retain and maintain all records, including records of all payments made by the Grantee in connection with this Agreement, and make available and provide access for financial audit as may be requested by the Grantor, the Grantor's independent auditor, by the state personnel of the Office of the Florida Auditor General, Chief Financial Officer and Office of the Chief Inspector General. Records shall include books, records, documents and other evidence, including, but not limited to, vouchers, bills, invoices, requests for payment, and other supporting documentation, which, according to generally accepted governmental accounting principles, procedures and practices, sufficiently and properly reflect all program costs expended in the performance of this Grant Agreement. Such records shall be retained for a minimum period of seven (7) years after termination of this Agreement.

(c) Cancellation: Grantee shall notify the Grantor immediately if the event is canceled and the Grantee shall return any funds dispersed pursuant to this Agreement within seven (7) days of such cancellation.

(d) Insurance: Grantee shall, prior to event, provide proof of insurance listing the Grantor as an additional insured for all purposes, with minimum liability coverage of $1,000,000 per occurrence. If Grantee is a government entity, agency or subdivision pursuant to Section 768.28, Florida Statutes, and/or a self-insurer pursuant to Section 768.28, Florida Statutes, and does not otherwise provide proof of its own insurance listing Grantor as an additional insured for all purposes, with minimum liability coverage of $1,000,000 per occurrence, Grantee, notwithstanding its compliance with any requirements imposed by said statute, shall ensure that any third-party recipient of said Grant Funds list Grantor as an additional insured for all purposes, with minimum liability coverage of $1,000,000 per occurrence. Grantee shall provide said proof of insurance listing Grantor as an additional insured for all purposes, with minimum liability coverage of $1,000,000 per occurrence, as a condition precedent to Grantee's receipt of said Grant Funds.

(e) Indemnification: Grantee shall act as an independent contractor and not as an employee of the Grantor in the performance of the tasks and duties, which are the subject of this Grant Agreement. The Grantee shall be liable, and agrees to be liable for, and to the extent allowed by law, shall indemnify, defend, and hold the Grantor, the state of Florida, and its employees and agents, harmless from all liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented inventions, process or articles manufactured by the Grantee, and well as claims, suits, judgments, or damages arising from the Grantee's performance of the tasks and duties which are the subject of this Grant Agreement. If Grantee is a government entity, the Grantee is subject to the provisions and limitations of 768.28 Florida Statute, and agrees to indemnify, hold harmless and defend Grantor from and against claims, demands, causes of action, losses, damages, liabilities, costs and expenses (including attorney's fees) caused as a result of the negligent acts of the government entity or its employees.

5.0 **TERMINATION**:

(a) Breach: The Agreement may be terminated by the Grantor for breach upon failure of the Grantee to perform any requirement or provisions of this Agreement upon no less than twenty-four (24) hours written notice from the time the Grantor becomes aware of the breach. If Grantor determines that a breach of any provision of this agreement has occurred, Grantor has the right to withhold a portion of the grant award as determined by the Board of Directors.

(b) Refusal to Grant Public Access: This Agreement may be terminated by the Grantor for refusal by the Grantee to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Grantee in conjunction with this Agreement.

(Section 287.058, Florida Statutes)

(c) Unauthorized Aliens: Grantor will consider the employment of unauthorized aliens, by any contractor or subcontractor, as described by Section 274A(e) of the Immigration and Nationalization Act, cause for termination of this Agreement. Grantee shall utilize the U.S. Department of Homeland Security's E-Verify, in accordance with the terms governing the use of the system, to verify the employment eligibility of:

(a) All persons employed during the contract term by the contractor to perform employment duties within Florida; and

(b) All persons (including subcontractors) assigned by Grantee to perform work pursuant to this agreement.

6.0 **PAYMENTS**:

(a) Transfer of Funds. Funds will be made available by the Grantor to the Grantee, as a reimbursement for paid invoices, which are supported by canceled checks dated within the grant period, upon receipt and review of a completed Post Event Report. Only those items identified as allowable below will be reimbursed. The following summarizes the allowable/disallowable expenses that may be used for reimbursement.

Allowable Expenses:

1. Promotion, marketing & programming
2. Paid advertising & media buys
3. Production & technical expenses; officials
4. Site fees, venue rentals, costs (contract help)
5. Rentals, insurance, rights fees, bid fees, sanction fees, non-monetary awards

Disallowable Expenses:

1. General and administrative expenses
2. Building, renovating and/or remodeling
3. Permanent equipment purchases
4. Debts incurred prior to the grant
5. Programs which solicit advertising
6. Hospitality or social functions including meals or banquets
7. Travel expenses

(b) Availability of Funds. The Grantor's liability under this Grant Agreement is contingent upon the continued availability of an annual appropriation by the Legislature of the State of Florida. In the event this Grant Agreement extends beyond the Grantor's current fiscal year that begins on July 1 of each year and ends on June 30 of each succeeding year, the Grantor and the Grantee mutually agree that performance and payment during subsequent fiscal periods is contingent upon sufficient funds being appropriated. The Grantor shall be the final determiner of the availability of such funds.

7.0 **LEGAL REQUIREMENTS**:

(a) With respect to its interpretation, construction, effect, performance, enforcement, and all other matters, this Grant Agreement shall be governed by, and be consistent with, the whole law of the state of Florida, both procedural and substantive. Any and all litigation arising under this Grant Agreement shall be brought in the appropriate state of Florida court in Leon County, Florida.

(b) Grantee agrees to comply with any and all applicable federal, state, and local laws related to the execution of the Grant Agreement.

8.0 **MODIFICATION**: This writing and any Attachments herein, contains the entire Grant Agreement of the parties. No representations were made or relied upon by either party, other than those that are expressly set forth. No agent, employee, or other representative of either party is empowered to alter any of the terms of this Grant Agreement, unless done in writing and signed by an executive officer of the Grantee and designee for the Grantor.

9.0 **MISCELLANEOUS:**

(a) The Grantor is not bound by any agreements to indemnify or hold harmless, nor responsible for liquidated damages or cancellation charges.

(b) No provision of this Grant Agreement shall be construed as a waiver by the Grantor of any right, defense or claim, which the Grantor may have in any litigation arising under the Grant Agreement. Nor shall any Agreement provision be construed as a waiver by the state of Florida, and its employees and agents, of any right to initiate litigation.

(c) The Grantee affirms that it is aware and knowledgeable of the Grantor's Grant Program Policies & Procedures in place and effective throughout the term of this Grant Agreement, which contains information and documentation required for the release of grant funds not found in this Agreement.

(d) The Grantee agrees to coordinate with other components of State and local economic development systems, and avoid duplication of existing State and local services and activities.

10.0 **VENDORS ON SCRUTINIZED COMPANIES LIST:**

By executing this Agreement, the Grantee certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the GRANTOR may immediately terminate this Agreement for cause if the Grantee is found to have submitted a false certification as to the above or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the GRANTOR determines that the Grantee has submitted a false certification, the GRANTOR will provide written notice to the Grantee. Unless the Grantee demonstrates in writing, within 90 calendar days of receipt of the notice, that the GRANTOR's determination of false certification was made in error, the GRANTOR shall bring a civil action against the Grantee. If the GRANTORS's determination is upheld, a civil penalty equal to the greater of $2 million or twice the amount of this Agreement shall be imposed on the Grantee, and the Grantee will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of the GRANTOR's determination of false certification by the GRANTOR. (If federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified in this paragraph, this paragraph shall be null and void).

11.0 **TIME IS OF THE ESSENCE:**

Time is of the essence regarding the performance obligations set forth in this Agreement. Deadlines to timely complete deliverables, reports, information and documentation shall be strictly construed.

IN WITNESS WHEREOF, the parties have caused their hand to be set by their respective duly authorized officials hereto.

Florida Sports Foundation

____
Angela Suggs, President & CEO

____
Date

For Visit Sebring

____
Signature - Authorized Agent

____
Title

____
Date

The remainder of this page is intentionally left blank.

Attachment A

THIS IS A STATE FUNDED AWARD

1. The Grantor hereby indicates state financial assistance is used to fund this Agreement, awarded through the Department of Economic Opportunity by an agreement.

2. State Project

FLORIDA SPORTS FOUNDATION Funding FY 2020-2021		
Line Item	**Title**	**Fund**
2324	Grants and Aids – FLORIDA SPORTS FOUNDATION	State Economic Enhancement and Development (SEED) TF
2324	Grants and Aids – FLORIDA SPORTS FOUNDATION	Professional Sports Development TF

Catalog of State Financial Assistance

Standard state project number identifier: **40.040**

State Project Title: **Local Economic Development Initiatives**

Agency: **Department of Economic Opportunity**

Program: **Community Development/Division of Strategic Business Development**

Budget Entity: **40300100 / 40300200 / 40400100 Community and Economic Development Projects**

Specific Appropriation: **Line Item 2324**

Appropriation Category: **100562 / 100931 / 102241 – Community and Economic Development Projects**

Authorization: **GAA**

3. In connection with the audit requirements addressed in herein, the Grantee shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

4. Additional information regarding the Florida Single Audit Act can be found at: https://apps.fldfs.com/fsaa/statutes.aspx

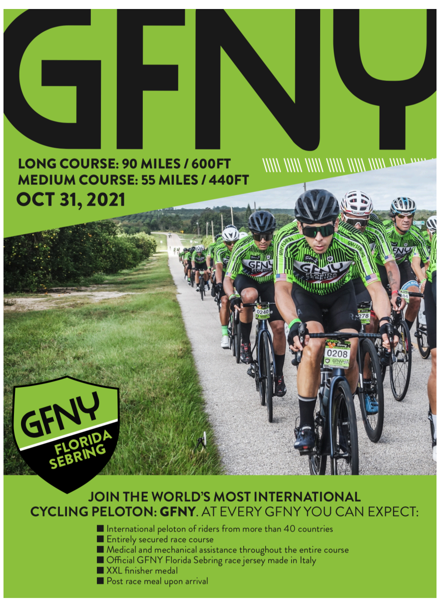
Gran Fondo New York, Inc.
5114 Kennedy Blvd West #16
West New York, NJ 07093
info@gfny.com
gfny.com

1. Provide a summary of anticipated **media exposure** for the event (please include copies of any printed promotional materials, television highlights, video documentation, etc.

A)
Video media flights: $2,000
Video media hotel: $1,500
Content will be available after the event, will provide links to each video.

B)
Facebook ads, and included reach & engagement are included with this document.
Nov-Dec 2020: $1283.48
Jan 2021: $984.46
Feb 2021: $881.51
Mar 2021: $675.17
Apr 2021: $613.23
May 2021: $415.69

C)
Fliers



D)
Videos
https://www.facebook.com/108779480680826/videos/2573087732981663
https://www.facebook.com/108779480680826/videos/228072495412279
https://www.facebook.com/108779480680826/videos/1410545129299042
https://www.facebook.com/108779480680826/videos/390009872150464
https://www.facebook.com/108779480680826/videos/460963074892761

Gran Fondo New York, Inc.
5114 Kennedy Blvd West #16
West New York, NJ 07093
info@gfny.com
gfny.com

2. **Community Support** – How much $ from TDC and how much $ from CRA?
$55,000 confirmed from TDC, $10,000 requested from CRA.

3. Estimated Participation Summary

a. Number of participants (competitors, officials, coaches, etc):
   i. How many out of state? USA: 275 / International: 436 = 711

US states: CT, GA, IL, IN, KY, MA, MD, MO, NC, NJ, NY, RI, VA
Countries: Argentina, Barbados, Belgium, Brazil, British VI, Canada, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Ecuador, Germany, Great Britain, Guatemala, Mexico, Panama, Philippines, Puerto Rico, Venezuela

   ii. How many overnight in state? 540
   iii. How many day in state? 5

b. Number of Fans/Spectators:
   i. How many out of state? 1138
   ii. How many overnight in state? 864
   iii. How many day in state? 8

c. Number of Media:
   i. How many out of state? 5
   ii. How many overnight in state? 5
   iii. How many day in state? 2

4. Total Hotel Impact

a. Estimated number of rooms from out of state? 996 rooms * 2.5 avg stay = 2490 room nights
b. Estimated number of rooms from in state? 1576 rooms * 2.5 avg stay = 3940 room nights

5. Reimbursable expenses (please list $ amount for each one below)

a. Promotion, marketing, and programming?
   $35,000 ads, fliers, ambassadors, designers, video editing, video filming + $35,000 jerseys
b. Paid advertising and media buys?
   $0
c. Production and technical expenses?
   Audio $2,000, Banquet catering $7,000

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **November 2, 2021**

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

SUBJECT/TITLE: **Request approval of the Visit Sebring Classic Florida Sports Foundation Grant Agreement between the Florida Sports Foundation Board of Directors and the Highlands County Board of County Commissioners for and on behalf of Tourist Development Fiscal Year 2021-2022.**

STATEMENT OF ISSUE

Visit Sebring Classic- Florida Sports Foundation Grant Agreement between the between the Florida Sports Foundation Board of Directors and the Highlands County Board of County Commissioners is an agreement to accept funds allocated to the Tourism Development Council (TDC) to support Visit Sebring Classic. The grant is required to be executed by the Board of County Commissioners in order to be considered for grant funding. The award from the TDC is based on expenditures for allowed expenses on behalf of Visit Sebring Classic 2021.

RECOMMENDED ACTION

Move to approve of the Visit Sebring Classic Florida Sports Foundation Grant Agreement between the Florida Sports Foundation Board of Directors and the Highlands County Board of County Commissioners for and on behalf of Tourist Development Fiscal Year 2021-2022.

FISCAL IMPACT

The fiscal impact will be an estimated increase of $537.00 to cost center 5305 (Marketing & Promotions).

Attachments: FSF_Grant_ContractVisit_Sebring_Classic.pdf

9/29/2021

Visit Sebring
Casey Hart, Marketing Consultant
501 S Commerce Avenue
Sebring, FL 33870

Dear Casey

We are pleased to inform you that the Florida Sports Foundation Board of Directors has approved the following grant(s):

$537 for Visit Sebring Classic

Please accept the amount of this conditional award by signing the attached contract agreement within thirty (30) days. A checklist is provided below for your convenience.

- Read and sign contract electronically or sign and return two printed copies to FSF
- Make sure a certificate of insurance naming Florida Sports Foundation is in place and a copy is sent to FSF 15 days prior to the event.
- A post event report is required per FSF Policies & Procedures for disbursement and should include:
  - Front and back copies of cancelled checks, or electronic funds transfers, from grantee to third party for reimbursable expenses.
  - An invoice supporting charges paid above.
  - Proof of display of FSF Branding. Such branding will be in the following forms:
    - Display of the “COME PLAY IN FLORIDA” logo on event website,
    - Display of the “COME PLAY IN FLORIDA” banner at the event site.

NB: Please use this link for our media & branding guidelines. (https://playinflorida.com/media-library/)

The post event report can be found and completed on our website.

If you have any questions or concerns, please contact us at (407) 956-5664.

Sincerely,

Liese Abili

Liese Abili
Director of Sports Development

FLORIDA SPORTS FOUNDATION
Small Market Grant Program
Grant Agreement

THIS GRANT AGREEMENT entered into this day, **9/29/2021**, by and between the Florida Sports Foundation, Inc., a division of Enterprise Florida, Inc., hereinafter referred to as the "Grantor" and **Visit Sebring**, hereinafter referred to as the "Grantee".

WITNESSETH

WHEREAS, the State of Florida Legislature mandated in Section 288.901(f), Florida Statutes, that the Grantor shall assist and market professional and amateur sport teams and sporting events in Florida; and the Grantor is empowered to make grants of funds in accordance with the promotion of major and minor sporting events; and,

WHEREAS, the Florida Sports Foundation has approved an appropriation for such grant.

IT IS, in consideration of the mutual undertakings and agreements hereinafter set forth, agreed between the Grantor and the Grantee as follows:

1.0 **PARTIES:**

The parties and their respective addresses for the purposes of this Agreement are:

Florida Sports Foundation
101 North Monroe Street, Suite 1000
Tallahassee, Florida 32301

Visit Sebring
Casey Hart
501 S Commerce Avenue
Sebring, FL 33870

2.0 **NOTICES**:

All notices between the parties, provided for herein, shall be by confirmed fax, confirmed FedEx or certified mail, return receipt requested, delivered to the address of the parties as set forth in section 1.0 above.

3.0 **GRANT DESCRIPTION**:

The Grantee will expend grant funds in accordance with section 6.0 (a), located in this contract. Funds made available by the Grantor pursuant to this Grant Agreement shall be expended solely for the purpose of the project and the legislatively appropriated purpose.

(a) Grantee: **Visit Sebring**

(b) Payee: **Visit Sebring**

(c) Name/Date of Event: **Visit Sebring Classic - 11/1/2021 thru 11/3/2021**

(d) Total Amount of Grant**: $ 537**

(e) Project Budget: As provided in Grant Application.

(f) Reporting Schedule: Grantee shall submit final report and request for reimbursement within ninety (90) days of the last day of the event.

(g) Grant Period: **9/29/2021 through the end of Event**

4.0 **GRANT REQUIREMENTS**:

(a) Audit: Grantee will complete a post event report, an accounting of the events financial activity, and proper use of funds, within ninety (90) days after the event and provide documentation evidencing the direct impact of the event. The Grantee agrees to comply with the audit requirement of Sections 215.97 and 17.03, Florida Statutes, and all applicable Rules of the Auditor General as referenced in Attachment A.

(b) Records: Grantee shall retain and maintain all records, including records of all payments made by the Grantee in connection with this Agreement, and make available and provide access for financial audit as may be requested by the Grantor, the Grantor's independent auditor, by the state personnel of the Office of the Florida Auditor General, Chief Financial Officer and Office of the Chief Inspector General. Records shall include books, records, documents and other evidence, including, but not limited to, vouchers, bills, invoices, requests for payment, and other supporting documentation, which, according to generally accepted governmental accounting principles, procedures and practices, sufficiently and properly reflect all program costs expended in the performance of this Grant Agreement. Such records shall be retained for a minimum period of seven (7) years after termination of this Agreement.

(c) Cancellation: Grantee shall notify the Grantor immediately if the event is canceled and the Grantee shall return any funds dispersed pursuant to this Agreement within seven (7) days of such cancellation.

(d) Insurance: Grantee shall, prior to event, provide proof of insurance listing the Grantor as an additional insured for all purposes, with minimum liability coverage of $1,000,000 per occurrence. If Grantee is a government entity, agency or subdivision pursuant to Section 768.28, Florida Statutes, and/or a self-insurer pursuant to Section 768.28, Florida Statutes, and does not otherwise provide proof of its own insurance listing Grantor as an additional insured for all purposes, with minimum liability coverage of $1,000,000 per occurrence, Grantee, notwithstanding its compliance with any requirements imposed by said statute, shall ensure that any third-party recipient of said Grant Funds list Grantor as an additional insured for all purposes, with minimum liability coverage of $1,000,000 per occurrence. Grantee shall provide said proof of insurance listing Grantor as an additional insured for all purposes, with minimum liability coverage of $1,000,000 per occurrence, as a condition precedent to Grantee's receipt of said Grant Funds.

(e) Indemnification: Grantee shall act as an independent contractor and not as an employee of the Grantor in the performance of the tasks and duties, which are the subject of this Grant Agreement. The Grantee shall be liable, and agrees to be liable for, and to the extent allowed by law, shall indemnify, defend, and hold the Grantor, the state of Florida, and its employees and agents, harmless from all liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented inventions, process or articles manufactured by the Grantee, and well as claims, suits, judgments, or damages arising from the Grantee's performance of the tasks and duties which are the subject of this Grant Agreement. If Grantee is a government entity, the Grantee is subject to the provisions and limitations of 768.28 Florida Statute, and agrees to indemnify, hold harmless and defend Grantor from and against claims, demands, causes of action, losses, damages, liabilities, costs and expenses (including attorney's fees) caused as a result of the negligent acts of the government entity or its employees.

5.0 **TERMINATION**:

(a) Breach: This Agreement may be terminated by the Grantor for breach upon failure of the Grantee to perform any requirement or provisions of this Agreement upon no less than twenty-four (24) hours written notice from the time the Grantor becomes aware of the breach. If Grantor determines that a breach of any provision of this Agreement has occurred, Grantor has the right to withhold a portion of the grant award as determined by the Board of Directors.

(b) Refusal to Grant Public Access: This Agreement may be terminated by the Grantor for refusal by the Grantee to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Grantee in conjunction with this Agreement. (Section 287.058, Florida Statutes)

(c) Unauthorized Aliens: Grantor will consider the employment of unauthorized aliens, by any contractor or subcontractor, as described by Section 274A(e) of the Immigration and Nationalization Act, cause for termination of this Agreement. Grantee shall utilize the U.S. Department of Homeland Security's E-Verify, in accordance with the terms governing the use of the system, to verify the employment eligibility of:

(a) All persons employed during the contract term by the contractor to perform employment duties within Florida; and

(b) All persons (including subcontractors) assigned by Grantee to perform work pursuant to this agreement.

6.0 **PAYMENTS**:

(a) Transfer of Funds. Funds will be made available by the Grantor to the Grantee, as a reimbursement for paid invoices, which are supported by canceled checks dated within the grant period, upon receipt and review of a completed Post Event Report. Only those items identified as allowable below will be reimbursed. The following summarizes the allowable/disallowable expenses that may be used for reimbursement.

Allowable Expenses:
1. Promotion, marketing & programming
2. Paid advertising & media buys
3. Production & technical expenses; officials
4. Site fees, venue rentals, costs (contract help)
5. Rentals, insurance, rights fees, bid fees, sanction fees, non-monetary awards

Disallowable Expenses:
1. General and administrative expenses
2. Building, renovating and/or remodeling
3. Permanent equipment purchases
4. Debts incurred prior to the grant
5. Programs which solicit advertising
6. Hospitality or social functions including meals or banquets
7. Travel expenses

(b) Availability of Funds. The Grantor's liability under this Grant Agreement is contingent upon the continued availability of an annual appropriation by the Legislature of the State of Florida. In the event this Grant Agreement extends beyond the Grantor's current fiscal year that begins on July 1 of each year and ends on June 30 of each succeeding year, the Grantor and the Grantee mutually agree that performance and payment during subsequent fiscal periods is contingent upon sufficient funds being appropriated. The Grantor shall be the final determiner of the availability of such funds.

7.0 **LEGAL REQUIREMENTS**:

(a) With respect to its interpretation, construction, effect, performance, enforcement, and all other matters, this Grant Agreement shall be governed by, and be consistent with, the whole law of the state of Florida, both procedural and substantive. Any and all litigation arising under this Grant Agreement shall be brought in the appropriate state of Florida court in Leon County, Florida.

(b) Grantee agrees to comply with any and all applicable federal, state, local laws, rules, and regulations applicable to expenditures of State funds that are in effect at the time of any such expenditure, and as related to the execution of the Grant Agreement.

8.0 **MODIFICATION**: This writing and any Attachments herein, contains the entire Grant Agreement of the parties. No representations were made or relied upon by either party, other than those that are expressly set forth. No agent, employee, or other representative of either party is empowered to alter any of the terms of this Grant Agreement, unless done in writing and signed by an executive officer of the Grantee and designee for the

Grantor.

9.0 **MISCELLANEOUS:**

(a) The Grantor is not bound by any agreements to indemnify or hold harmless, nor responsible for liquidated damages or cancellation charges.
(b) No provision of this Grant Agreement shall be construed as a waiver by the Grantor of any right, defense or claim, which the Grantor may have in any litigation arising under the Grant Agreement. Nor shall any Agreement provision be construed as a waiver by the state of Florida, and its employees and agents, of any right to initiate litigation.
(c) The Grantee affirms that it is aware of the Grantor's Grant Program Policies & Procedures in place and effective throughout the term of this Grant Agreement.

10.0 **VENDORS ON SCRUTINIZED COMPANIES LISTS:**

By executing this Agreement, «Organization», the Grantee, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the Grantor may immediately terminate this Agreement for cause if the Grantee is found to have submitted a false certification as to the above or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the Grantor determines that the Grantee has submitted a false certification, Grantor will provide written notice to the Grantee. Unless the Grantee demonstrates in writing, within 90 calendar days of receipt of the notice, that Grantor's determination of false certification was made in error, Grantor shall bring a civil action against the Grantee. If the Grantor's determination is upheld, a civil penalty equal to the greater of $2 million or twice the amount of this Agreement shall be imposed on the Grantee, and the Grantee will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of Grantor's determination of false certification by Grantor. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified in this Article 10, this Article 10 shall be null and void.

IN WITNESS WHEREOF, the parties have caused their hand to be set by their respective authorized officials hereto.

For: Florida Sports Foundation	**For: Visit Sebring**
______________________________	______________________________
Angela Suggs, President& CEO	Signature - Authorized Agent
______________________________	______________________________
Date	Title
	______________________________
	Date

Attachment A

THIS IS A STATE FUNDED AWARD

1. The Grantor hereby indicates state financial assistance is used to fund this Agreement, awarded through the Department of Economic Opportunity by an agreement.

2. State Project

FLORIDA SPORTS FOUNDATION Funding FY 2020-2021		
Line Item	**Title**	**Fund**
2324	Grants and Aids – FLORIDA SPORTS FOUNDATION	State Economic Enhancement and Development (SEED) TF
2324	Grants and Aids – FLORIDA SPORTS FOUNDATION	Professional Sports Development TF

Catalog of State Financial Assistance

Standard state project number identifier: **40.040**

State Project Title: **Local Economic Development Initiatives**

Agency: **Department of Economic Opportunity**

Program: **Community Development/Division of Strategic Business Development**

Budget Entity: **40300100 / 40300200 / 40400100 Community and Economic Development Projects**

Specific Appropriation: **Line Item 2324**

Appropriation Category: **100562 / 100931 / 102241 – Community and Economic Development Projects**

Authorization: **GAA**

3. In connection with the audit requirements addressed in herein, the Grantee shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

4. Additional information regarding the Florida Single Audit Act can be found at: https://apps.fldfs.com/fsaa/statutes.aspx

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 2, 2021

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

SUBJECT/TITLE: **Request approval of the Sports Marketing and Sales Services Consultant three year contract with Airstream Ventures, LLC to begin Fiscal Year 21-22.**

STATEMENT OF ISSUE

Airstream Ventures, LLC will assist the Tourism Division in developing opportunities to bring more sporting events to the County during non-peak season months, which will have a significant impact to the County's economy. The Consultant's focus will be to attract sporting events and other sports related activities to Highlands County that enhance the occupancy of hotels, maximize economic impact, utilize local facilities, and that promote the image of Highlands County as a destination for tourism.

The County's agreement(s) with Airstream Ventures, LLC. will be for Sports Marketing and Sales services. The initial agreement shall be three (3) years from date of Notice of Recommended Award with the option to renew for one (1) three (3) year period unless otherwise terminated in accordance with the agreement.

Three sport firms responded to RFP 21-023, with Airstream Ventures, LLC. Receiving the top ranking for the RFP review committee.

RECOMMENDED ACTION

Move to approve the Sports Marketing and Sales Services Consultant three year contract with Airstream Ventures, LLC to begin Fiscal Year 21-22.

FISCAL IMPACT

The fiscal impact is $72,000 to cost center 5305 (Tourism and Marketing) 54800 promotional activities.

Attachments: Airstream_Ventures_21-023_Sports_Marketing_DMR_10-08-2021__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 AIRSTREAM VENTURES, LLC, 3832 Baymeadows Road, Suite 101, Jacksonville, Florida 32217; FEIN Number 83-1228981, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the COUNTY has competitively solicited for Sports Marketing Services, pursuant to the COUNTY's Purchasing Policy and ITB-21-023; and,

WHEREAS, the CONTRACTOR submitted the lowest responsive bid most advantageous to the COUNTY related to the services set forth in ITB-21-023; and,

WHEREAS, the parties hereto have agreed to the terms and conditions cited herein based on said solicitation;

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 be for a period of three (3) years beginning on the date of execution by the COUNTY and may be extended when in the best interest of the COUNTY for one additional periods of three (3) years.

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. WARRANTY.

The CONTRACTOR agrees to provide a full warranty to the COUNTY for all services which it provides hereunder for one full year following the date of final completion of such services. In the event that the CONTRACTOR is called to perform warranty work, the CONTRACTOR will be responsible for all costs incurred in repairing the warrantied services. To the extent applicable, any manufacturer's warranty on materials provided or installed shall be in addition to the warranty required hereunder.

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.

A. Compensation for services completed by the CONTRACTOR will be in accordance with Florida Statutes, section 218.70, Florida's Prompt Payment Act. The amount to be paid under this Agreement for services shall be in accordance with the pricing schedule set forth in **Exhibit "B"** which is attached hereto. To the extent of any conflict between **Exhibit "B"** and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

B. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the COUNTY. In its sole discretion, the COUNTY reserves the right to forego use of the CONTRACTOR for any work which may fall within the Scope of Services listed herein. In the event the COUNTY is not satisfied with the services provided by the 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 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 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 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 the "BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY" as a Certificate Holder,
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. 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.

D. 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.

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 CLERK: GLORIA RYBINSKI
COUNTY PUBLIC INFORMATION OFFICER
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, 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.

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:	Board of County Commissioners of Highlands County Attn: Randy Vosburg 600 South Commerce Avenue Sebring, Florida 33870
Copy to:	Bell & Roper, P.A. Sherry G. Sutphen, Esquire 2707 E. Jefferson Street Orlando, Florida 32803 Ssutphen@bellroperlaw.com
CONTRACTOR:	AIRSTREAM VENTURES, LLC Attn: Mr. Alan Verlander 3832 Baymeadows Road # 101 Jacksonville, Florida 32217

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.

(*Signatures on the following page*)

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the ____ day of _________________, 2021.

CONTRACTOR

By: _________________________________

Print: __Alan Verlander__________________

Title: _________________________________

STATE OF FLORIDA
COUNTY OF __________________

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization of _____________________________, as _______________________, of ______________________________, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Contractor, and who is personally known to me or who produced _____________________________________ as identification, and who did/did not take an oath this _____ day of ________________, 2021.

(stamp)

____
NOTARY PUBLIC, State of Florida

BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY

____
Scott Kirouac, Chairman

ATTEST:

____
Jerome Kaszubowski, Clerk

Exhibit "A"
Scope of Services

As incorporated from Request for Proposal 21-023

SECTION 3. SPECIAL CONDITIONS

1. Term

The County's agreement(s) with the selected firm(s) will be for Sports Marketing and Sales services. The initial agreement shall be **three (3) years** from date of Notice of Recommended Award with the option to **renew for one (1) three (3) year period** unless otherwise terminated in accordance with the agreement. Any agreement executed, prior to the term expiration stated above, shall be in effect until project completion.

SECTION 4. SCOPE OF WORK

1. Purpose:

1.1. Develop opportunities to attract more sporting events to the area during non-peak season months, which would have a significant impact to the County's economy. Support the Highlands County Tourist Development Council with the following projects which are at www.VisitSebring.com/about/, as needed.:
- Strategic Plan
- Sports Audit & Assessment Report
- Event Grant Program

1.2. The focus will be to attract sporting events and other sports related activities to Highlands County that; enhance the occupancy of hotels, maximize economic impact, utilize local facilities, and that promote the image of Highlands County as a destination for tourism.

2. Services:

2.1. In the broadest sense, the role of the firm is to work closely with the Tourism Department to represent Visit Sebring in the sports marketplace included by not limited to the following:

2.1.1. Recruit, secure, create, and assist with bids on events

2.1.2. Evaluate and make recommendations whether to pursue and renew events.

2.1.3. Create new, owned and operated events.

2.1.4. Advocate for the strategic development of sports infrastructure in Highlands County.

2.1.5. Secure sponsors for events, including client hospitality.

2.1.6. Coordinate and execute marketing of sports and created events, which includes website and social media presence.

2.1.7. Event operations including but not limited to site selection, ticket sales, concessions, registrations, volunteer recruitment/management, etc.

2.1.8. Represent Visit Sebring at various sports industry tradeshows (TEAMS, Connect Sports, etc.) as a destination for sporting events.

2.1.9. Prepare a report quarterly, at a minimum, showing marketing and sales efforts to the Tourism Development Council (TDC) at their regularly scheduled meetings.

2.2. Immediate Goals

2.2.1. Review sporting event opportunities, current and potential for the future.

2.2.2. Create one new event, pending approval by TDC, during the first two years of this contract.

2.2.3. Support current staff in sports marketing and business development.

2.2.4. Advise on potential sports facility enhancement.

2.2.5. Develop and enhance community involvement in sporting events, including sponsor and volunteer opportunities.

2.3. Long Term Goals

2.3.1. Develop sustainable sporting venue funding source(s) and expand business development.

2.3.2. Advise on the use of TDC's third penny for Asset Development and Enhancement.

2.3.3. Identify specific sports venue development opportunities.

2.3.4. Show results from agency's activities via growth in measurables (economic impact, hotel room nights) each year of the contract.

2.4. The County reserves the right to remove, change or add additional scope of services, as needed.

3. CONTRACT MANAGER: This project is managed for the County by Highlands County's Visit Sebring Lead Marketing Consultant or the County's designee.

4. COMMENCEMENT OF WORK: Work shall commence after execution of a contract by the County and Firm and delivery of a Purchase Order by the County. The Purchase Order will identify the tasks and term of 60 days for completion.

5. CHANGE ORDER(S): The Firm shall obtain approval from the County, in writing, prior to commencement of any work for which additional compensation or cost reimbursement would be sought by the Firm.

6. PRICING:

6.1. Pricing identified in Exhibit B is defined as one flat monthly all-inclusive fee, including but not limited to, travel, miscellaneous expenses, etc.

6.2. Mileage and travel expense, to and from Highlands County, is to be considered a cost of doing business included in the flat monthly fee.

6.3. The Firm shall obtain approval from the County, in writing, prior to making any expenditures not included in the flat monthly fee. Reimbursement will be at cost with no mark-up.

7. INVOICING / COMPENSATION:

7.1. Firm shall submit invoices, in sufficient detail to ensure compliance with the contract, to the Contract Manager who will determine if the services and/or deliverables rendered are satisfactory.
7.2. Payment shall be made in accordance with the Local Government Prompt Payment Act, Section 218.70 et. seq., Florida Statutes, and the Highlands County Prompt Payment Policy.
7.3. The Firm's monthly invoice shall include the Purchase Order Number, a detailed identification of the services performed, location, if applicable, and the day the services were performed or completed. The monthly invoice shall also include documentation for pre-approved reimbursable costs, if any, incurred by the firm during the period covered by the invoice.
7.4. In addition to the invoices submitted, the Firm shall prepare a quarterly report showing sports marketing and sales efforts to the Tourism Development Council (TDC) at their regularly scheduled meetings.

8. FAILURE TO PERFORM:
8.1. The Firm shall be prepared to start work no more than twenty (20) calendar days after issuance of a purchase order.
8.2. Failure to satisfactorily complete the work as scheduled may result in written notice to the Firm terminating its right to proceed as to the whole or any part of the contract.
8.3. Should the Firm be unable to or refuse to supply service, on any given day, against the predetermined schedule to which the Firm has agreed, and the County is forced to complete the work with a different Firm, the difference in the Proposal price of the services and the price paid the new Firm to complete the work shall be charged to and paid for by the Firm.
8.4. Firm shall not, however, be responsible for delays in service due to: 1) Unavoidable mechanical breakdowns; 2) Strikes; 3) Acts of God; or 4) Fire, provided Firm notifies the Project Manager in writing within ten (10) days of the event that caused the delay of such pending or actual delay. The County reserves the right to terminate the contract with thirty (30) days written notice if the Firm fails to comply with any of the provisions of this RFP or of the contract.

-The remainder of page intentionally left blank-

Exhibit “B”
Pricing Schedule

- Year 1 (FY 22) $72,000 12 months $6,000 per month
- Year 2 (FY 23) $75,000 12 months $6,250 per month
- Year 3 (FY 24) $78,000 12 months $6,500 per month

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **November 2, 2021**

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

SUBJECT/TITLE: **Request approval of the Spartan Race and Tough Mudder Florida Sports Foundation Grant Agreement between the Florida Sports Foundation Board of Directors and the Highlands County Board of County Commissioners for and on behalf of the Tourist Development Fiscal Year 21-22.**

STATEMENT OF ISSUE

Spartan Race and Tough Mudder Florida Sports Foundation Grant Agreement between the between the Florida Sports Foundation Board of Directors and the Highlands County Board of County Commissioners is an agreement to accept funds allocated to the Tourism Development Council (TDC) to support Spartan Race and Tough Mudder. The grant is required to be executed by the Board of County Commissioners in order to be considered for grant funding. The award from the TDC is based on expenditures for allowed expenses on behalf of Spartan Race and Tough Mudder 2021.

RECOMMENDED ACTION

Move to approve of the Spartan Race and Tough Mudder Florida Sports Foundation Grant Agreement between the Florida Sports Foundation Board of Directors and the Highlands County Board of County Commissioners for and on behalf of the Tourist Development Fiscal Year 21-22.

FISCAL IMPACT

The fiscal impact will be an estimated increase of $40,819 to cost center 5305 (Marketing & Promotions).

Attachments: FSF_Grant_ContractSpartan_Race_and_Tough_M.pdf

9/29/2021

Visit Sebring
Casey Hart, Marketing Consultant
501 S Commerce Avenue

Sebring, FL 33870

Dear Casey

We are pleased to inform you that the Florida Sports Foundation Board of Directors has approved the following grant(s):

$40,819 for Spartan Race and Tough Mudder, Joint Obstacle Course Races

Please accept the amount of this conditional award by signing the attached contract agreement within thirty (30) days. A checklist is provided below for your convenience.

- Read and sign contract electronically or sign and return two printed copies to FSF
- Make sure a certificate of insurance naming Florida Sports Foundation is in place and a copy is sent to FSF 15 days prior to the event.
- A post event report is required per FSF Policies & Procedures for disbursement and should include:
    - Front and back copies of cancelled checks, or electronic funds transfers, from grantee to third party for reimbursable expenses.
    - An invoice supporting charges paid above.
    - Proof of display of FSF Branding. Such branding will be in the following forms:
        - Display of the "COME PLAY IN FLORIDA" logo on event website,
        - Display of the "COME PLAY IN FLORIDA" banner at the event site.

NB: Please use this link for our media & branding guidelines. (https://playinflorida.com/media-library/)

The post event report can be found and completed on our website.

If you have any questions or concerns, please contact us at (407) 956-5664.

Sincerely,

Liese Abili

Liese Abili
Director of Sports Development

FLORIDA SPORTS FOUNDATION
Major Grant Program - Grant Agreement

THIS GRANT AGREEMENT entered into this day, **9/29/2021**, by and between the Florida Sports Foundation, Inc., a division of Enterprise Florida, Inc., hereinafter referred to as the "Grantor" and **Visit Sebring**, hereinafter referred to as the "Grantee".

WITNESSETH

WHEREAS, the State of Florida Legislature mandated in Section 288.901(f), Florida Statutes, that the Grantor shall assist and market professional and amateur sport teams and sporting events in Florida; and the Grantor is empowered to make grants of funds in accordance with the promotion of major and minor sporting events; and,

WHEREAS, the Florida Sports Foundation has approved an appropriation for such grant.

IT IS, in consideration of the mutual undertakings and agreements hereinafter set forth, agreed between the Grantor and the Grantee as follows:

1.0 **PARTIES:**

The parties and their respective addresses for the purposes of this Agreement are:

Florida Sports Foundation
101 North Monroe Street, Suite 1000
Tallahassee, FL 32301

Visit Sebring
Casey Hart
501 S Commerce Avenue
Sebring, FL 33870

2.0 **NOTICES**:

All notices between the parties, provided for herein, shall be either by confirmed fax, confirmed FedEx or certified mail, return receipt requested, delivered to the address of the parties as set forth in section 1.0 above.

3.0 **GRANT DESCRIPTION**:

The Grantee will expend grant funds in accordance with "Paragraph 6.0 a" and "Attachment A". Funds made available by the Grantor pursuant to this Grant Agreement shall be expended solely for the purpose of the project and the legislatively appropriated purpose.

(a) Grantee: **Visit Sebring**

(b) Payee: **Visit Sebring**

(c) Name/Date of Event: **Spartan Race and Tough Mudder, Joint Obstacle Course Races - 12/10/2021 thru 12/1**

(d) Total Amount of Grant**: $ 40,819**

(e) Project Budget: As provided in Grant Application.

(f) Reporting Schedule: Grantee shall submit final report and request for reimbursement within ninety (90) days of the last day of the event, except for all events taking place in June, which are due by the first day of September following the event.

(g) Grant Period: **9/29/2021 through the end of Event**

4.0 **GRANT REQUIREMENTS**:

(a) Audit: Grantee will complete a post event report, an accounting of the events financial activity, and proper use of funds provided by this Agreement, within ninety (90) days after the event and provide documentation evidencing the direct impact of the event. The Grantee agrees to comply with the audit requirement of Sections 215.97 and 17.03, Florida Statutes, and all applicable Rules of the Auditor General as referenced in Attachment A.

(b) Records: Grantee shall retain and maintain all records, including records of all payments made by the Grantee in connection with this Agreement, and make available and provide access for financial audit as may be requested by the Grantor, the Grantor's independent auditor, by the state personnel of the Office of the Florida Auditor General, Chief Financial Officer and Office of the Chief Inspector General. Records shall include books, records, documents and other evidence, including, but not limited to, vouchers, bills, invoices, requests for payment, and other supporting documentation, which, according to generally accepted governmental accounting principles, procedures and practices, sufficiently and properly reflect all program costs expended in the performance of this Grant Agreement. Such records shall be retained for a minimum period of seven (7) years after termination of this Agreement.

(c) Cancellation: Grantee shall notify the Grantor immediately if the event is canceled and the Grantee shall return any funds dispersed pursuant to this Agreement within seven (7) days of such cancellation.

(d) Insurance: Grantee shall, prior to event, provide proof of insurance listing the Grantor as an additional insured for all purposes, with minimum liability coverage of $1,000,000 per occurrence. If Grantee is a government entity, agency or subdivision pursuant to Section 768.28, Florida Statutes, and/or a self-insurer pursuant to Section 768.28, Florida Statutes, and does not otherwise provide proof of its own insurance listing Grantor as an additional insured for all purposes, with minimum liability coverage of $1,000,000 per occurrence, Grantee, notwithstanding its compliance with any requirements imposed by said statute, shall ensure that any third-party recipient of said Grant Funds list Grantor as an additional insured for all purposes, with minimum liability coverage of $1,000,000 per occurrence. Grantee shall provide said proof of insurance listing Grantor as an additional insured for all purposes, with minimum liability coverage of $1,000,000 per occurrence, as a condition precedent to Grantee's receipt of said Grant Funds.

(e) Indemnification: Grantee shall act as an independent contractor and not as an employee of the Grantor in the performance of the tasks and duties, which are the subject of this Grant Agreement. The Grantee shall be liable, and agrees to be liable for, and to the extent allowed by law, shall indemnify, defend, and hold the Grantor, the state of Florida, and its employees and agents, harmless from all liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented inventions, process or articles manufactured by the Grantee, and well as claims, suits, judgments, or damages arising from the Grantee's performance of the tasks and duties which are the subject of this Grant Agreement. If Grantee is a government entity, the Grantee is subject to the provisions and limitations of 768.28 Florida Statute, and agrees to indemnify, hold harmless and defend Grantor from and against claims, demands, causes of action, losses, damages, liabilities, costs and expenses (including attorney's fees) caused as a result of the negligent acts of the government entity or its employees.

5.0 TERMINATION:

(a) Breach: The Agreement may be terminated by the Grantor for breach upon failure of the Grantee to perform any requirement or provisions of this Agreement upon no less than twenty-four (24) hours written notice from the time the Grantor becomes aware of the breach. If Grantor determines that a breach of any provision of this agreement has occurred, Grantor has the right to withhold a portion of the grant award as determined by the Board of Directors.

(b) Refusal to Grant Public Access: This Agreement may be terminated by the Grantor for refusal by the Grantee to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Grantee in conjunction with this Agreement.

(Section 287.058, Florida Statutes)

(c) Unauthorized Aliens: Grantor will consider the employment of unauthorized aliens, by any contractor or subcontractor, as described by Section 274A(e) of the Immigration and Nationalization Act, cause for termination of this Agreement. Grantee shall utilize the U.S. Department of Homeland Security's E-Verify, in accordance with the terms governing the use of the system, to verify the employment eligibility of:

(a) All persons employed during the contract term by the contractor to perform employment duties within Florida; and

(b) All persons (including subcontractors) assigned by Grantee to perform work pursuant to this agreement.

6.0 **PAYMENTS**:

(a) Transfer of Funds. Funds will be made available by the Grantor to the Grantee, as a reimbursement for paid invoices, which are supported by canceled checks dated within the grant period, upon receipt and review of a completed Post Event Report. Only those items identified as allowable below will be reimbursed. The following summarizes the allowable/disallowable expenses that may be used for reimbursement.

Allowable Expenses:
1. Promotion, marketing & programming
2. Paid advertising & media buys
3. Production & technical expenses; officials
4. Site fees, venue rentals, costs (contract help)
5. Rentals, insurance, rights fees, bid fees, sanction fees, non-monetary awards

Disallowable Expenses:
1. General and administrative expenses
2. Building, renovating and/or remodeling
3. Permanent equipment purchases
4. Debts incurred prior to the grant
5. Programs which solicit advertising
6. Hospitality or social functions including meals or banquets
7. Travel expenses

(b) Availability of Funds. The Grantor's liability under this Grant Agreement is contingent upon the continued availability of an annual appropriation by the Legislature of the State of Florida. In the event this Grant Agreement extends beyond the Grantor's current fiscal year that begins on July 1 of each year and ends on June 30 of each succeeding year, the Grantor and the Grantee mutually agree that performance and payment during subsequent fiscal periods is contingent upon sufficient funds being appropriated. The Grantor shall be the final determiner of the availability of such funds.

7.0 **LEGAL REQUIREMENTS**:

(a) With respect to its interpretation, construction, effect, performance, enforcement, and all other matters, this Grant Agreement shall be governed by, and be consistent with, the whole law of the state of Florida, both procedural and substantive. Any and all litigation arising under this Grant Agreement shall be brought in the appropriate state of Florida court in Leon County, Florida.

(b) Grantee agrees to comply with any and all applicable federal, state, and local laws related to the execution of the Grant Agreement.

8.0 **MODIFICATION**: This writing and any Attachments herein, contains the entire Grant Agreement of the parties. No representations were made or relied upon by either party, other than those that are expressly set forth. No agent, employee, or other representative of either party is empowered to alter any of the terms of this Grant Agreement, unless done in writing and signed by an executive officer of the Grantee and designee for the Grantor.

9.0 **MISCELLANEOUS:**

(a) The Grantor is not bound by any agreements to indemnify or hold harmless, nor responsible for liquidated damages or cancellation charges.

(b) No provision of this Grant Agreement shall be construed as a waiver by the Grantor of any right, defense or claim, which the Grantor may have in any litigation arising under the Grant Agreement. Nor shall any Agreement provision be construed as a waiver by the state of Florida, and its employees and agents, of any right to initiate litigation.

(c) The Grantee affirms that it is aware and knowledgeable of the Grantor's Grant Program Policies & Procedures in place and effective throughout the term of this Grant Agreement, which contains information and documentation required for the release of grant funds not found in this Agreement.

(d) The Grantee agrees to coordinate with other components of State and local economic development systems, and avoid duplication of existing State and local services and activities.

10.0 **VENDORS ON SCRUTINIZED COMPANIES LIST:**

By executing this Agreement, the Grantee certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the GRANTOR may immediately terminate this Agreement for cause if the Grantee is found to have submitted a false certification as to the above or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the GRANTOR determines that the Grantee has submitted a false certification, the GRANTOR will provide written notice to the Grantee. Unless the Grantee demonstrates in writing, within 90 calendar days of receipt of the notice, that the GRANTOR's determination of false certification was made in error, the GRANTOR shall bring a civil action against the Grantee. If the GRANTORS's determination is upheld, a civil penalty equal to the greater of $2 million or twice the amount of this Agreement shall be imposed on the Grantee, and the Grantee will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of the GRANTOR's determination of false certification by the GRANTOR. (If federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified in this paragraph, this paragraph shall be null and void).

11.0 **TIME IS OF THE ESSENCE:**

Time is of the essence regarding the performance obligations set forth in this Agreement. Deadlines to timely complete deliverables, reports, information and documentation shall be strictly construed.

IN WITNESS WHEREOF, the parties have caused their hand to be set by their respective duly authorized officials hereto.

Florida Sports Foundation

____

Angela Suggs, President & CEO

____

Date

For Visit Sebring

____

Signature - Authorized Agent

____

Title

____

Date

The remainder of this page is intentionally left blank.

Attachment A

THIS IS A STATE FUNDED AWARD

1. The Grantor hereby indicates state financial assistance is used to fund this Agreement, awarded through the Department of Economic Opportunity by an agreement.

2. State Project

FLORIDA SPORTS FOUNDATION Funding FY 2020-2021		
Line Item	**Title**	**Fund**
2324	Grants and Aids – FLORIDA SPORTS FOUNDATION	State Economic Enhancement and Development (SEED) TF
2324	Grants and Aids – FLORIDA SPORTS FOUNDATION	Professional Sports Development TF

Catalog of State Financial Assistance

Standard state project number identifier: **40.040**

State Project Title: **Local Economic Development Initiatives**

Agency: **Department of Economic Opportunity**

Program: **Community Development/Division of Strategic Business Development**

Budget Entity: **40300100 / 40300200 / 40400100 Community and Economic Development Projects**

Specific Appropriation: **Line Item 2324**

Appropriation Category: **100562 / 100931 / 102241 – Community and Economic Development Projects**

Authorization: **GAA**

3. In connection with the audit requirements addressed in herein, the Grantee shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

4. Additional information regarding the Florida Single Audit Act can be found at: https://apps.fldfs.com/fsaa/statutes.aspx

Marketing Plan				
Channel	Vehicle	Duration	Frequency	Comments
Digital	Prospecting	235d		Pre-Registration to gage consumer interest
Field	Corporate Sales	235d	2	Local corporation bulk ticket sales
Social	VIP Registration	7d	2	Campaigns run 215 and 200 days out
Social	Open Registration Post	4d	1	Registration Opens
Social	Geo-posts	193d	8	Regional and national marketing begins. Each campaign runs for 24 days
Social	Product Marketing	193d	8	Regional and national marketing begins. Each campaign runs for 24 days
Email	Product Marketing	193d	8	Regional and national marketing begins. Each campaign runs for 24 days
Promotion	Holiday	11d	4	On average 4 holiday promotions will occur during the marketing cycle
Digital	Daily Deal	30d	2	Campaigns run 120 and 90 days out
Field	Outreach	180d	2	Campaigns run 180 and 90 days out
Social	Reach/Frequency	5d	1	Campaign implemented 150 days out
Digital	Retargeting	150d	continuous	Regional and National Advertising
Digital	Affiliate	150d	continuous	Regional and National Advertising
Digital	Paid Search	150d	continuous	Regional and National Advertising
Field	Workout Tour	150d	1	Campaign run 150 days out
Traditional	Radio	90d	500	Local and regional advertising. Campaign begins 90 days out
Traditional	Television	90d	35	Local advertising. Campaign begins 90 days out
Traditional	Out of Home	30d	3	Local. Billboards, print,banners, etc. Campaigns begin 90 days out
Social	30 days until race post	4d	1	National advertising
Email	Pre-Race	24d	3	National advertising. Begins 90 days out
Social	Registration close	7d	1	
Social	Organic post - course preview	1d	1	Day prior to event
Email	Post-Race + Survey	7d	3	1, 4, and 8 weeks post race
Social	Race Thank You (Org + Paid)	1d	1	Day after event
Social	Pre-Reg for 2018	15d	2	235 days prior to race day, if event was successful
Social	Trifecta Message + Discret	8d	1	Campaign begins 2 weeks after event

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **November 2, 2021**

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

SUBJECT/TITLE: **Request approval of the Citrus Golf Trail Open Florida Sports Foundation Grant Agreement between the Florida Sports Foundation Board of Directors and the Highlands County Board of County Commissioners for and on behalf of the Tourist Development Fiscal Year 2021-2022.**

STATEMENT OF ISSUE

Citrus Golf Trail Open - Florida Sports Foundation Grant Agreement between the between the Florida Sports Foundation Board of Directors and the Highlands County Board of County Commissioners is an agreement to accept funds allocated to the TDC to support the Citrus Golf Trail Open. The grant is required to be executed by the Board of County Commissioners in order to be considered for grant funding. The award from the TDC is based on expenditures for allowed expenses on behalf of Citrus Golf Trail Open.

RECOMMENDED ACTION

Move to approve of the Citrus Golf Trail Open Florida Sports Foundation Grant Agreement between the Florida Sports Foundation Board of Directors and the Highlands County Board of County Commissioners for and on behalf of the Tourist Development Fiscal Year 2021-2022.

FISCAL IMPACT

The fiscal impact will be an estimated increase of $719.00 to cost center 5305 (Marketing & Promotions).

Attachments: FSF_Grant_ContractCitrus_Golf_Trail_Open.pdf

9/29/2021

Visit Sebring
Casey Hart, Marketing Consultant
501 S Commerce Avenue
Sebring, FL 33870

Dear Casey

We are pleased to inform you that the Florida Sports Foundation Board of Directors has approved the following grant(s):

$719 for Citrus Golf Trail Open

Please accept the amount of this conditional award by signing the attached contract agreement within thirty (30) days. A checklist is provided below for your convenience.

- Read and sign contract electronically or sign and return two printed copies to FSF
- Make sure a certificate of insurance naming Florida Sports Foundation is in place and a copy is sent to FSF 15 days prior to the event.
- A post event report is required per FSF Policies & Procedures for disbursement and should include:
  - Front and back copies of cancelled checks, or electronic funds transfers, from grantee to third party for reimbursable expenses.
  - An invoice supporting charges paid above.
  - Proof of display of FSF Branding. Such branding will be in the following forms:
    - Display of the “COME PLAY IN FLORIDA” logo on event website,
    - Display of the “COME PLAY IN FLORIDA” banner at the event site.

NB: Please use this link for our media & branding guidelines. (https://playinflorida.com/media-library/)

The post event report can be found and completed on our website.

If you have any questions or concerns, please contact us at (407) 956-5664.

Sincerely,

Liese Abili

Liese Abili
Director of Sports Development

FLORIDA SPORTS FOUNDATION
Small Market Grant Program
Grant Agreement

THIS GRANT AGREEMENT entered into this day, **9/29/2021**, by and between the Florida Sports Foundation, Inc., a division of Enterprise Florida, Inc., hereinafter referred to as the "Grantor" and **Visit Sebring**, hereinafter referred to as the "Grantee".

WITNESSETH

WHEREAS, the State of Florida Legislature mandated in Section 288.901(f), Florida Statutes, that the Grantor shall assist and market professional and amateur sport teams and sporting events in Florida; and the Grantor is empowered to make grants of funds in accordance with the promotion of major and minor sporting events; and,

WHEREAS, the Florida Sports Foundation has approved an appropriation for such grant.

IT IS, in consideration of the mutual undertakings and agreements hereinafter set forth, agreed between the Grantor and the Grantee as follows:

1.0 **PARTIES:**

The parties and their respective addresses for the purposes of this Agreement are:

Florida Sports Foundation
101 North Monroe Street, Suite 1000
Tallahassee, Florida 32301

Visit Sebring
Casey Hart
501 S Commerce Avenue
Sebring, FL 33870

2.0 **NOTICES**:

All notices between the parties, provided for herein, shall be by confirmed fax, confirmed FedEx or certified mail, return receipt requested, delivered to the address of the parties as set forth in section 1.0 above.

3.0 **GRANT DESCRIPTION**:

The Grantee will expend grant funds in accordance with section 6.0 (a), located in this contract. Funds made available by the Grantor pursuant to this Grant Agreement shall be expended solely for the purpose of the project and the legislatively appropriated purpose.

(a) Grantee: **Visit Sebring**

(b) Payee: **Visit Sebring**

(c) Name/Date of Event: **Citrus Golf Trail Open - 11/29/2021 thru 12/2/2021**

(d) Total Amount of Grant**: $ 719**

(e) Project Budget: As provided in Grant Application.

(f) Reporting Schedule: Grantee shall submit final report and request for reimbursement within ninety (90) days of the last day of the event.

(g) Grant Period: **9/29/2021 through the end of Event**

4.0 **GRANT REQUIREMENTS**:

(a) Audit: Grantee will complete a post event report, an accounting of the events financial activity, and proper use of funds, within ninety (90) days after the event and provide documentation evidencing the direct impact of the event. The Grantee agrees to comply with the audit requirement of Sections 215.97 and 17.03, Florida Statutes, and all applicable Rules of the Auditor General as referenced in Attachment A.

(b) Records: Grantee shall retain and maintain all records, including records of all payments made by the Grantee in connection with this Agreement, and make available and provide access for financial audit as may be requested by the Grantor, the Grantor's independent auditor, by the state personnel of the Office of the Florida Auditor General, Chief Financial Officer and Office of the Chief Inspector General. Records shall include books, records, documents and other evidence, including, but not limited to, vouchers, bills, invoices, requests for payment, and other supporting documentation, which, according to generally accepted governmental accounting principles, procedures and practices, sufficiently and properly reflect all program costs expended in the performance of this Grant Agreement. Such records shall be retained for a minimum period of seven (7) years after termination of this Agreement.

(c) Cancellation: Grantee shall notify the Grantor immediately if the event is canceled and the Grantee shall return any funds dispersed pursuant to this Agreement within seven (7) days of such cancellation.

(d) Insurance: Grantee shall, prior to event, provide proof of insurance listing the Grantor as an additional insured for all purposes, with minimum liability coverage of $1,000,000 per occurrence. If Grantee is a government entity, agency or subdivision pursuant to Section 768.28, Florida Statutes, and/or a self-insurer pursuant to Section 768.28, Florida Statutes, and does not otherwise provide proof of its own insurance listing Grantor as an additional insured for all purposes, with minimum liability coverage of $1,000,000 per occurrence, Grantee, notwithstanding its compliance with any requirements imposed by said statute, shall ensure that any third-party recipient of said Grant Funds list Grantor as an additional insured for all purposes, with minimum liability coverage of $1,000,000 per occurrence. Grantee shall provide said proof of insurance listing Grantor as an additional insured for all purposes, with minimum liability coverage of $1,000,000 per occurrence, as a condition precedent to Grantee's receipt of said Grant Funds.

(e) Indemnification: Grantee shall act as an independent contractor and not as an employee of the Grantor in the performance of the tasks and duties, which are the subject of this Grant Agreement. The Grantee shall be liable, and agrees to be liable for, and to the extent allowed by law, shall indemnify, defend, and hold the Grantor, the state of Florida, and its employees and agents, harmless from all liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented inventions, process or articles manufactured by the Grantee, and well as claims, suits, judgments, or damages arising from the Grantee's performance of the tasks and duties which are the subject of this Grant Agreement. If Grantee is a government entity, the Grantee is subject to the provisions and limitations of 768.28 Florida Statute, and agrees to indemnify, hold harmless and defend Grantor from and against claims, demands, causes of action, losses, damages, liabilities, costs and expenses (including attorney's fees) caused as a result of the negligent acts of the government entity or its employees.

5.0 **TERMINATION**:

(a) Breach: This Agreement may be terminated by the Grantor for breach upon failure of the Grantee to perform any requirement or provisions of this Agreement upon no less than twenty-four (24) hours written notice from the time the Grantor becomes aware of the breach. If Grantor determines that a breach of any provision of this Agreement has occurred, Grantor has the right to withhold a portion of the grant award as determined by the Board of Directors.

(b) Refusal to Grant Public Access: This Agreement may be terminated by the Grantor for refusal by the Grantee to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Grantee in conjunction with this Agreement. (Section 287.058, Florida Statutes)

(c) Unauthorized Aliens: Grantor will consider the employment of unauthorized aliens, by any contractor or subcontractor, as described by Section 274A(e) of the Immigration and Nationalization Act, cause for termination of this Agreement. Grantee shall utilize the U.S. Department of Homeland Security's E-Verify, in accordance with the terms governing the use of the system, to verify the employment eligibility of:

(a) All persons employed during the contract term by the contractor to perform employment duties within Florida; and

(b) All persons (including subcontractors) assigned by Grantee to perform work pursuant to this agreement.

6.0 **PAYMENTS**:

(a) Transfer of Funds. Funds will be made available by the Grantor to the Grantee, as a reimbursement for paid invoices, which are supported by canceled checks dated within the grant period, upon receipt and review of a completed Post Event Report. Only those items identified as allowable below will be reimbursed. The following summarizes the allowable/disallowable expenses that may be used for reimbursement.

Allowable Expenses:

1. Promotion, marketing & programming
2. Paid advertising & media buys
3. Production & technical expenses; officials
4. Site fees, venue rentals, costs (contract help)
5. Rentals, insurance, rights fees, bid fees, sanction fees, non-monetary awards

Disallowable Expenses:

1. General and administrative expenses
2. Building, renovating and/or remodeling
3. Permanent equipment purchases
4. Debts incurred prior to the grant
5. Programs which solicit advertising
6. Hospitality or social functions including meals or banquets
7. Travel expenses

(b) Availability of Funds. The Grantor's liability under this Grant Agreement is contingent upon the continued availability of an annual appropriation by the Legislature of the State of Florida. In the event this Grant Agreement extends beyond the Grantor's current fiscal year that begins on July 1 of each year and ends on June 30 of each succeeding year, the Grantor and the Grantee mutually agree that performance and payment during subsequent fiscal periods is contingent upon sufficient funds being appropriated. The Grantor shall be the final determiner of the availability of such funds.

7.0 **LEGAL REQUIREMENTS**:

(a) With respect to its interpretation, construction, effect, performance, enforcement, and all other matters, this Grant Agreement shall be governed by, and be consistent with, the whole law of the state of Florida, both procedural and substantive. Any and all litigation arising under this Grant Agreement shall be brought in the appropriate state of Florida court in Leon County, Florida.

(b) Grantee agrees to comply with any and all applicable federal, state, local laws, rules, and regulations applicable to expenditures of State funds that are in effect at the time of any such expenditure, and as related to the execution of the Grant Agreement.

8.0 **MODIFICATION**: This writing and any Attachments herein, contains the entire Grant Agreement of the parties. No representations were made or relied upon by either party, other than those that are expressly set forth. No agent, employee, or other representative of either party is empowered to alter any of the terms of this Grant Agreement, unless done in writing and signed by an executive officer of the Grantee and designee for the

Grantor.

9.0 **MISCELLANEOUS:**

(a) The Grantor is not bound by any agreements to indemnify or hold harmless, nor responsible for liquidated damages or cancellation charges.
(b) No provision of this Grant Agreement shall be construed as a waiver by the Grantor of any right, defense or claim, which the Grantor may have in any litigation arising under the Grant Agreement. Nor shall any Agreement provision be construed as a waiver by the state of Florida, and its employees and agents, of any right to initiate litigation.
(c) The Grantee affirms that it is aware of the Grantor's Grant Program Policies & Procedures in place and effective throughout the term of this Grant Agreement.

10.0 **VENDORS ON SCRUTINIZED COMPANIES LISTS:**

By executing this Agreement, «Organization», the Grantee, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the Grantor may immediately terminate this Agreement for cause if the Grantee is found to have submitted a false certification as to the above or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the Grantor determines that the Grantee has submitted a false certification, Grantor will provide written notice to the Grantee. Unless the Grantee demonstrates in writing, within 90 calendar days of receipt of the notice, that Grantor's determination of false certification was made in error, Grantor shall bring a civil action against the Grantee. If the Grantor's determination is upheld, a civil penalty equal to the greater of $2 million or twice the amount of this Agreement shall be imposed on the Grantee, and the Grantee will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of Grantor's determination of false certification by Grantor. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified in this Article 10, this Article 10 shall be null and void.

IN WITNESS WHEREOF, the parties have caused their hand to be set by their respective authorized officials hereto.

For: Florida Sports Foundation	**For: Visit Sebring**
______________________________	______________________________
Angela Suggs, President& CEO	Signature - Authorized Agent
______________________________	______________________________
Date	Title
	______________________________
	Date

Attachment A

THIS IS A STATE FUNDED AWARD

1. The Grantor hereby indicates state financial assistance is used to fund this Agreement, awarded through the Department of Economic Opportunity by an agreement.

2. State Project

FLORIDA SPORTS FOUNDATION Funding FY 2020-2021		
Line Item	**Title**	**Fund**
2324	Grants and Aids – FLORIDA SPORTS FOUNDATION	State Economic Enhancement and Development (SEED) TF
2324	Grants and Aids – FLORIDA SPORTS FOUNDATION	Professional Sports Development TF

Catalog of State Financial Assistance

Standard state project number identifier: **40.040**

State Project Title: **Local Economic Development Initiatives**

Agency: **Department of Economic Opportunity**

Program: **Community Development/Division of Strategic Business Development**

Budget Entity: **40300100 / 40300200 / 40400100 Community and Economic Development Projects**

Specific Appropriation: **Line Item 2324**

Appropriation Category: **100562 / 100931 / 102241 – Community and Economic Development Projects**

Authorization: **GAA**

3. In connection with the audit requirements addressed in herein, the Grantee shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

4. Additional information regarding the Florida Single Audit Act can be found at: https://apps.fldfs.com/fsaa/statutes.aspx

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **November 2, 2021**

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

SUBJECT/TITLE: **Request approval of the Grand Fondo New York Marathon Florida Sports Foundation Grant Agreement between the Florida Sports Foundation Board of Directors and the Highlands County Board of County Commissioners for and on behalf of Tourist Development for Fiscal Year 2021-2022.**

STATEMENT OF ISSUE

Grand Fondo New York Marathon - Florida Sports Foundation Grant Agreement between the Florida Sports Foundation Board of Directors and the Highlands County Board of County Commissioners is an agreement to accept funds allocated to the Tourist Development Council to support Grand Fondo New York Marathon. The grant is required to be executed by the Board of County Commissioners in order to be considered for grant funding. The award from the Tourist Development Council is based on expenditures for allowed expenses on behalf of Visit Sebring Classic event.

RECOMMENDED ACTION

Move to approve of the Grand Fondo New York Marathon Florida Sports Foundation Grant Agreement between the Florida Sports Foundation Board of Directors and the Highlands County Board of County Commissioners for and on behalf of Tourist Development FY 21-22.

FISCAL IMPACT

The fiscal impact will be an estimated increase of $1,947.00 to Fund 152 (Tourist Development) to be appropriated in cost center 5305 (Marketing & Promotions).

Attachments: FSF_Grant_ContractGFNY_Florida_Marathon.pdf

9/29/2021

Visit Sebring
Casey Hartt, Lead Marketing Consultant
501 S Commerce Avenue
Sebring, FL 33870

Dear Casey

We are pleased to inform you that the Florida Sports Foundation Board of Directors has approved the following grant(s):

$1,947 for GFNY Florida Marathon

Please accept the amount of this conditional award by signing the attached contract agreement within thirty (30) days. A checklist is provided below for your convenience.

- Read and sign contract electronically or sign and return two printed copies to FSF
- Make sure a certificate of insurance naming Florida Sports Foundation is in place and a copy is sent to FSF 15 days prior to the event.
- A post event report is required per FSF Policies & Procedures for disbursement and should include:
  - Front and back copies of cancelled checks, or electronic funds transfers, from grantee to third party for reimbursable expenses.
  - An invoice supporting charges paid above.
  - Proof of display of FSF Branding. Such branding will be in the following forms:
    - Display of the "COME PLAY IN FLORIDA" logo on event website,
    - Display of the "COME PLAY IN FLORIDA" banner at the event site.

NB: Please use this link for our media & branding guidelines. (https://playinflorida.com/media-library/)

The post event report can be found and completed on our website.

If you have any questions or concerns, please contact us at (407) 956-5664.

Sincerely,

Liese Abili

Liese Abili
Director of Sports Development

FLORIDA SPORTS FOUNDATION
Small Market Grant Program
Grant Agreement

THIS GRANT AGREEMENT entered into this day, **9/29/2021** , by and between the Florida Sports Foundation, Inc., a division of Enterprise Florida, Inc., hereinafter referred to as the "Grantor" and **Visit Sebring** **,** hereinafter referred to as the "Grantee".

WITNESSETH

WHEREAS, the State of Florida Legislature mandated in Section 288.901(f), Florida Statutes, that the Grantor shall assist and market professional and amateur sport teams and sporting events in Florida; and the Grantor is empowered to make grants of funds in accordance with the promotion of major and minor sporting events; and,

WHEREAS, the Florida Sports Foundation has approved an appropriation for such grant.

IT IS, in consideration of the mutual undertakings and agreements hereinafter set forth, agreed between the Grantor and the Grantee as follows:

1.0 **PARTIES:**

The parties and their respective addresses for the purposes of this Agreement are:

Florida Sports Foundation
101 North Monroe Street, Suite 1000
Tallahassee, Florida 32301

Visit Sebring
Casey Hartt
501 S Commerce Avenue
Sebring, FL 33870

2.0 **NOTICES**:

All notices between the parties, provided for herein, shall be by confirmed fax, confirmed FedEx or certified mail, return receipt requested, delivered to the address of the parties as set forth in section 1.0 above.

3.0 **GRANT DESCRIPTION**:

The Grantee will expend grant funds in accordance with section 6.0 (a), located in this contract. Funds made available by the Grantor pursuant to this Grant Agreement shall be expended solely for the purpose of the project and the legislatively appropriated purpose.

(a) Grantee: **Visit Sebring**

(b) Payee: **Visit Sebring**

(c) Name/Date of Event: **GFNY Florida Marathon - 10/22/2021 thru 10/24/2021**

(d) Total Amount of Grant**: $ 1,947**

(e) Project Budget: As provided in Grant Application.

(f) Reporting Schedule: Grantee shall submit final report and request for reimbursement within ninety (90) days of the last day of the event.

(g) Grant Period: **9/29/2021 through the end of Event**

4.0 **GRANT REQUIREMENTS**:

(a) Audit: Grantee will complete a post event report, an accounting of the events financial activity, and proper use of funds, within ninety (90) days after the event and provide documentation evidencing the direct impact of the event. The Grantee agrees to comply with the audit requirement of Sections 215.97 and 17.03, Florida Statutes, and all applicable Rules of the Auditor General as referenced in Attachment A.

(b) Records: Grantee shall retain and maintain all records, including records of all payments made by the Grantee in connection with this Agreement, and make available and provide access for financial audit as may be requested by the Grantor, the Grantor's independent auditor, by the state personnel of the Office of the Florida Auditor General, Chief Financial Officer and Office of the Chief Inspector General. Records shall include books, records, documents and other evidence, including, but not limited to, vouchers, bills, invoices, requests for payment, and other supporting documentation, which, according to generally accepted governmental accounting principles, procedures and practices, sufficiently and properly reflect all program costs expended in the performance of this Grant Agreement. Such records shall be retained for a minimum period of seven (7) years after termination of this Agreement.

(c) Cancellation: Grantee shall notify the Grantor immediately if the event is canceled and the Grantee shall return any funds dispersed pursuant to this Agreement within seven (7) days of such cancellation.

(d) Insurance: Grantee shall, prior to event, provide proof of insurance listing the Grantor as an additional insured for all purposes, with minimum liability coverage of $1,000,000 per occurrence. If Grantee is a government entity, agency or subdivision pursuant to Section 768.28, Florida Statutes, and/or a self-insurer pursuant to Section 768.28, Florida Statutes, and does not otherwise provide proof of its own insurance listing Grantor as an additional insured for all purposes, with minimum liability coverage of $1,000,000 per occurrence, Grantee, notwithstanding its compliance with any requirements imposed by said statute, shall ensure that any third-party recipient of said Grant Funds list Grantor as an additional insured for all purposes, with minimum liability coverage of $1,000,000 per occurrence. Grantee shall provide said proof of insurance listing Grantor as an additional insured for all purposes, with minimum liability coverage of $1,000,000 per occurrence, as a condition precedent to Grantee's receipt of said Grant Funds.

(e) Indemnification: Grantee shall act as an independent contractor and not as an employee of the Grantor in the performance of the tasks and duties, which are the subject of this Grant Agreement. The Grantee shall be liable, and agrees to be liable for, and to the extent allowed by law, shall indemnify, defend, and hold the Grantor, the state of Florida, and its employees and agents, harmless from all liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented inventions, process or articles manufactured by the Grantee, and well as claims, suits, judgments, or damages arising from the Grantee's performance of the tasks and duties which are the subject of this Grant Agreement. If Grantee is a government entity, the Grantee is subject to the provisions and limitations of 768.28 Florida Statute, and agrees to indemnify, hold harmless and defend Grantor from and against claims, demands, causes of action, losses, damages, liabilities, costs and expenses (including attorney's fees) caused as a result of the negligent acts of the government entity or its employees.

5.0 **TERMINATION**:

(a) Breach: This Agreement may be terminated by the Grantor for breach upon failure of the Grantee to perform any requirement or provisions of this Agreement upon no less than twenty-four (24) hours written notice from the time the Grantor becomes aware of the breach. If Grantor determines that a breach of any provision of this Agreement has occurred, Grantor has the right to withhold a portion of the grant award as determined by the Board of Directors.

(b) Refusal to Grant Public Access: This Agreement may be terminated by the Grantor for refusal by the Grantee to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Grantee in conjunction with this Agreement. (Section 287.058, Florida Statutes)

(c) Unauthorized Aliens: Grantor will consider the employment of unauthorized aliens, by any contractor or subcontractor, as described by Section 274A(e) of the Immigration and Nationalization Act, cause for termination of this Agreement. Grantee shall utilize the U.S. Department of Homeland Security's E-Verify, in accordance with the terms governing the use of the system, to verify the employment eligibility of:

(a) All persons employed during the contract term by the contractor to perform employment duties within Florida; and

(b) All persons (including subcontractors) assigned by Grantee to perform work pursuant to this agreement.

6.0 **PAYMENTS**:

(a) Transfer of Funds. Funds will be made available by the Grantor to the Grantee, as a reimbursement for paid invoices, which are supported by canceled checks dated within the grant period, upon receipt and review of a completed Post Event Report. Only those items identified as allowable below will be reimbursed. The following summarizes the allowable/disallowable expenses that may be used for reimbursement.

Allowable Expenses:
1. Promotion, marketing & programming
2. Paid advertising & media buys
3. Production & technical expenses; officials
4. Site fees, venue rentals, costs (contract help)
5. Rentals, insurance, rights fees, bid fees, sanction fees, non-monetary awards

Disallowable Expenses:
1. General and administrative expenses
2. Building, renovating and/or remodeling
3. Permanent equipment purchases
4. Debts incurred prior to the grant
5. Programs which solicit advertising
6. Hospitality or social functions including meals or banquets
7. Travel expenses

(b) Availability of Funds. The Grantor's liability under this Grant Agreement is contingent upon the continued availability of an annual appropriation by the Legislature of the State of Florida. In the event this Grant Agreement extends beyond the Grantor's current fiscal year that begins on July 1 of each year and ends on June 30 of each succeeding year, the Grantor and the Grantee mutually agree that performance and payment during subsequent fiscal periods is contingent upon sufficient funds being appropriated. The Grantor shall be the final determiner of the availability of such funds.

7.0 **LEGAL REQUIREMENTS**:

(a) With respect to its interpretation, construction, effect, performance, enforcement, and all other matters, this Grant Agreement shall be governed by, and be consistent with, the whole law of the state of Florida, both procedural and substantive. Any and all litigation arising under this Grant Agreement shall be brought in the appropriate state of Florida court in Leon County, Florida.

(b) Grantee agrees to comply with any and all applicable federal, state, local laws, rules, and regulations applicable to expenditures of State funds that are in effect at the time of any such expenditure, and as related to the execution of the Grant Agreement.

8.0 **MODIFICATION**: This writing and any Attachments herein, contains the entire Grant Agreement of the parties. No representations were made or relied upon by either party, other than those that are expressly set forth. No agent, employee, or other representative of either party is empowered to alter any of the terms of this Grant Agreement, unless done in writing and signed by an executive officer of the Grantee and designee for the

Grantor.

9.0 **MISCELLANEOUS:**

(a) The Grantor is not bound by any agreements to indemnify or hold harmless, nor responsible for liquidated damages or cancellation charges.
(b) No provision of this Grant Agreement shall be construed as a waiver by the Grantor of any right, defense or claim, which the Grantor may have in any litigation arising under the Grant Agreement. Nor shall any Agreement provision be construed as a waiver by the state of Florida, and its employees and agents, of any right to initiate litigation.
(c) The Grantee affirms that it is aware of the Grantor's Grant Program Policies & Procedures in place and effective throughout the term of this Grant Agreement.

10.0 **VENDORS ON SCRUTINIZED COMPANIES LISTS:**

By executing this Agreement, «Organization», the Grantee, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the Grantor may immediately terminate this Agreement for cause if the Grantee is found to have submitted a false certification as to the above or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the Grantor determines that the Grantee has submitted a false certification, Grantor will provide written notice to the Grantee. Unless the Grantee demonstrates in writing, within 90 calendar days of receipt of the notice, that Grantor's determination of false certification was made in error, Grantor shall bring a civil action against the Grantee. If the Grantor's determination is upheld, a civil penalty equal to the greater of $2 million or twice the amount of this Agreement shall be imposed on the Grantee, and the Grantee will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of Grantor's determination of false certification by Grantor. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified in this Article 10, this Article 10 shall be null and void.

IN WITNESS WHEREOF, the parties have caused their hand to be set by their respective authorized officials hereto.

For: Florida Sports Foundation	**For: Visit Sebring**
______________________________	______________________________
Angela Suggs, President& CEO	Signature - Authorized Agent
______________________________	______________________________
Date	Title
	______________________________
	Date

Attachment A

THIS IS A STATE FUNDED AWARD

1. The Grantor hereby indicates state financial assistance is used to fund this Agreement, awarded through the Department of Economic Opportunity by an agreement.

2. State Project

FLORIDA SPORTS FOUNDATION Funding FY 2020-2021		
Line Item	**Title**	**Fund**
2324	Grants and Aids – FLORIDA SPORTS FOUNDATION	State Economic Enhancement and Development (SEED) TF
2324	Grants and Aids – FLORIDA SPORTS FOUNDATION	Professional Sports Development TF

Catalog of State Financial Assistance

Standard state project number identifier: **40.040**

State Project Title: **Local Economic Development Initiatives**

Agency: **Department of Economic Opportunity**

Program: **Community Development/Division of Strategic Business Development**

Budget Entity: **40300100 / 40300200 / 40400100 Community and Economic Development Projects**

Specific Appropriation: **Line Item 2324**

Appropriation Category: **100562 / 100931 / 102241 – Community and Economic Development Projects**

Authorization: **GAA**

3. In connection with the audit requirements addressed in herein, the Grantee shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

4. Additional information regarding the Florida Single Audit Act can be found at: https://apps.fldfs.com/fsaa/statutes.aspx

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 2, 2021

PRESENTER: **Paul Blackman, Sheriff**

SUBJECT/TITLE: **Request approval of Budget Amendment 21-22-004 and Resolution to realign and appropriate Sheriff budgeted funds within the General Fund to accomplish the grant/project program goals.**

STATEMENT OF ISSUE

This budget amendment is necessary to realign and appropriate budgeted funds within the General Fund to accomplish the grant/program goals for FY 21/22 for 2021 JAG (21026) project.

RECOMMENDED ACTION

Move to approve budget amendment 21-22-004 and resolution to realign the Sheriff's budgeted funds within the General Fund.

FISCAL IMPACT

The fiscal impact is a decrease to Fund 005 (General) and overall budget in the amount of $527.00. The estimated amount budgeted was slightly higher than the amount of the Grant Award that came in.

Attachments: 21-22-004 Project 21026 Jag Direct 2021 (BA).pdf
21-22-004R Project 21026 JAG Direct 2021 (Resolution).pdf

REVIEWED
O.M.B DEPARTMENT
October 20, 2021
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: **10/15/2021** SUBMITTED BY: **Sheriff**

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

PROJECT(S) #: **21026** PROJECT TITLE(S): **2021 JAG** COST CENTER TITLE(S): **Sheriff-005, Law Enforcement Other**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	005		3312903Z	Dept of Justice-Project		19,000.00		19,000.00	0.00
R	005		3312130Z	Dept of Justice-Project	21026	0.00	18,473.00		18,473.00
E	005	3327	54900Z	Project Other Chg & Obligations		308,565.00		19,000.00	289,565.00
E	005	3101	53001Z	Project Operating Expense-Elected	21026	0.00	18,473.00		18,473.00
									0.00
									0.00
									0.00

REASON: **To realign and setup budgeted FY 21-22 project for 2021 JAG (21026).**

OFFICE USE ONLY

OMB RECOMMENDATION: **REQUEST #** **21-22-004** **TRANSFER TYPE:**

_______ Approval

_______ Denial

ACTION:
Board _______ Approved _______ Denied
County Administrator _______ Approved _______ Denied

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

SIGNATURE: _______

DATE: ___/___/___

Signature: _______

Posted by Clerk: _______

Form Revised 08/05/2020

RESOLUTION NUMBER 21-22-______

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR HIGHLANDS COUNTY, FLORIDA AUTHORIZING AMENDMENT TO THE GENERAL FUND.

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

WHEREAS, the following budget amendment is necessary and proper within the General Fund; and

WHEREAS, to appropriate budgeted funds into project for the 2021 JAG Direct grant in the amount of $18,473; and

WHEREAS, the funds must be appropriated to accomplish the grant/project fund purposes within the General Fund.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Highlands County, Florida this ________ day of ______________, 2021 that budget amendment 21-22-004 is hereby approved and authorized.

BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA

____
Chairperson

Attest:_________________________
Clerk of Courts

Approved as to Budgetary Requirements

____
OMB Department

G:\BUS\OMB\.New OMB (To be retained)\BUDGET AMENDMENTS\Resolutions\Resolutions 2021-22\21-22-004R Project 21026 JAG Direct 2021.docx

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 2, 2021

PRESENTER: **Tim Eures, Chief Deputy**

SUBJECT/TITLE: **Request approval to issue a new Certificate of Public Convenience and Necessity (COPCN) per name change, to Highlands County Board of County Commissioners currently serving all of Highlands County under the Highlands County Fire Rescue COPCN. Name change is required to move forward with application renewal of Medicaid insurance per state requirement.**

STATEMENT OF ISSUE

To approve and issue a new Certificate of Convenience and Public Necessity (COPCN), per name change, to Highlands County Board of County Commissioners currently serving all of Highlands County under the Highlands County Fire Rescue COPCN. Name change is requested to meet State license renewals and reporting requirements with Medicaid.

RECOMMENDED ACTION

Consent to approve issuance of Certificate of Public Convenience and Necessity (COPCN) in the name of Highlands County Board of County Commissioners to meet State license renewals and reporting requirements.

FISCAL IMPACT

No fiscal impact

Attachments: HCBCC COPCN Cert..pdf

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, *Highlands County Board of County Commissioners* provides quality Advanced and Basic Life Support emergency medical services to the citizens of Highlands County.

WHEREAS, there has been demonstrated that there is a need for this emergency service to operate in the county to provide essential services to the citizens of this county: and,

WHEREAS, the above emergency service has indicated that it will comply with all the requirements of the Emergency Medical Services Act (Chapter 401, F.S.), and rules (Chapter 64J, F.A.C.) the *Board of County Commissioners of Highlands County* hereby issues a Certificate of Public Convenience and Necessity to the emergency rescue entity until *revoked* by the Board of County Commissioners.

In issuing this certificate, it is understood that the above-named emergency service will meet the requirements of the State Legislation and provide Advanced and Basic Life Support emergency medical services on a twenty-four-hour basis for the following area: all of HIGHLANDS COUNTY, FLORIDA.

Attest: ______________________________

Jerome Kaszubowski
Clerk of Courts
Highlands County Florida

____

Chairman, Board of County Commissioners

Date: ________________________________

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **November 2, 2021**

PRESENTER: **Tim Eures, Chief Deputy**

SUBJECT/TITLE: **Request acceptance of the State of Florida Emergency Medical Services Program Grant application in the amount of $14,471.00 with the associated Resolution # 21-22-11.**

STATEMENT OF ISSUE

The State of Florida Department of Health, Emergency Medical Services Trust Fund is providing Highlands County Fire Rescue with a grant of $14,471.00. This grant is received annually from the Florida Emergency Medical Services Trust Fund and can be used to improve and expand pre-hospital Emergency Medical Services.

RECOMMENDED ACTION

Move to approve the State of Florida Emergency Medical Services Program Grant application in the amount of $14,471.00 with the associated Resolution # 21-22-11. The grant will be used to improve and expand pre-hospital Emergency Medical Services.

FISCAL IMPACT

The fiscal impact will be an increase to Fund 005 (General) and the overall budget in the amount of $14,471.00 and will be appropriated to cost cent 5105 (Emergency Medical Services).

Attachments: county-grant-app-2021.pdf
EMS.DOH Grant resolution 21.22..SGS.pdf

Instructions: County Government Application Form 2021-2022

The amount of your new grant is in the "Total" column of the county amount table accessible at the state EMS website link.

The first application form page has five numbered items. The first three are self-explanatory.

However, note that item 2 on the first application page is where the county's authorized person must provide his/her signature and date.

Item 4 describes the content of the "resolution." Please provide this in your county's customary format and approval process. The resolution must be current; or if a previous resolution has continuing authority, include a message from a lead county official stating that the resolution is still in-effect, with a copy of it.

Item 5 of the first page of the application form asks for the name of the organization(s) to which you decide to allocate funds from your new county grant. The second page of the application form is the budget page. One of these budget pages is needed for each organization listed in item 5.

The budget page for each organization must have on it specific and quantifiable items or services, with the cost for each unit or type of item or service. However, all costs in your budget combined must total to the exact amount of total new funds for your grant. You can request budget changes and add unexpended previous funds after the new grant begins.

Your budget totals in the application should be added for you if you place your cursor over a subtotal or total field, right click your mouse, then left click "Update Field" on the resulting menu.

You should copy this form on your computer to use it. If you place the application in restricted editing mode, you can use your keyboard Tab key to go from field to field.

Request for Grant Fund Distribution Form

Request for Grant Fund Distribution Form: this is the last page herein and you must complete the top part of the form. State EMS will complete the bottom part, as indicated on the form. Your address on this form must be an address in the state MyFloridaMarketplace (MFMP) system. A mailing address you place on this form is not usable by state finance if it is not in the MFMP system.

Ask a staff member of your organization who does cash transactions with the state for the organization name to use on the top half of the Distribution Form, the corresponding address and its 9-digit federal tax ID plus its 3-digit sequence code. Otherwise, no funds can be sent to you until this situation is resolved.

If needed, you can contact MFMP customer service at 1-866-352-3776, Monday to Friday, 8 a.m. to 6 p.m., or at the website: MyFloridaMarketPlace@dms.myflorida.com.

FLORIDA DEPARTMENT OF HEALTH
Emergency Medical Services Section
EMS County Grant Application

ID Code (The State EMS Program will assign the ID Code – leave this blank) ______

1. County Name:	**HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS**
Business Address:	**600 SOUTH COMMERCE AVENUE**
	SEBRING, FLORIDA 33870
Telephone: **863-402-6500**	
Federal Tax ID Number (Nine Digit Number): VF	**59-6000655**

2. Certification: (The applicant signatory who has authority to sign contracts, grants, and other legal documents for the county) I certify that all information and data in this EMS county grant application and its attachments are true and correct. My signature acknowledges and assures that the county shall comply fully with the conditions outlined in the Florida EMS County Grant Application.

Signature: **Date:**

Printed Name:	**Scott Kirouac**
Position Title:	**Highlands County Commissioner**

3. Contact Person: (The individual with direct knowledge of the project on a day-to-day basis and has responsibility for the implementation of the grant activities. This person is authorized to sign project reports and may request project changes. The signer and the contact person may be the same.)

Name: **TIM EURES**	
Position Title: **DEPUTY CHIEF**	
Address: **6850 W, GEORGE BLVD.**	
SEBRING, FLORIDA 33875	
Telephone: **863-402-6630**	Fax Number: **863-402-7404**
Email Address: **Teures@highlandsfl.gov**	

4. Resolution: Attach a resolution from the Board of County Commissioners certifying the grant funds will improve and expand the county pre-hospital EMS system and will not be used to supplant current levels of county expenditures. We cannot process for funds without this resolution.

5. Organization List: Complete a budget page(s) for each organization, which at your option you will provide funds. List the organization(s) below. (Use additional pages if necessary)

HIGHLANDS COUNTY FIRE RESCUE

BUDGET PAGE

A. Salaries and Benefits:

For each position title, provide the amount of salary per hour, FICA per hour, other fringe benefits, and the total number of hours.	**Amount**
TOTAL Salaries =	$ 0.00
TOTAL FICA & Other Benefits =	
Total Salaries & Benefits =	**$ 0.00**

B. Expenses: These are travel costs and the usual, ordinary, and incidental expenditures by an agency, such as, commodities and supplies of a consumable nature excluding expenditures classified as operating capital outlay (see next category).

List the item and, if applicable, the quantity	**Amount**
Total Expenses =	**$ 0.00**

C. Vehicles, equipment, and other operating capital outlay means equipment, fixtures, and other tangible personal property of a non-consumable and non-expendable nature with a normal expected life of one (1) year or more.

List the item and, if applicable, the quantity	**Amount**
Reeves stretchers (qty 15)	**$5,439.00**
Deluxe Airway Trainer	**$2,700.00**
MegaCode Kelly	**$5,332.00**
12 Lead patient simulator	**$1,000.00**
Total Vehicles & Equipment =	**$14,471.00**
Grand Total =	**$14,471.00**

FLORIDA DEPARTMENT OF HEALTH
EMERGENCY MEDICAL SERVICES (EMS) GRANT UNIT

REQUEST FOR GRANT FUND DISTRIBUTION

In accordance with the provisions of section 401.113(2) (a), *Florida Statutes*, the undersigned hereby requests an EMS grant fund distribution for the improvement and expansion of pre-hospital EMS.

DOH Remit Payment To:
The county name, address, and corresponding federal ID number must be in the state MyFloridaMarketPlace (MFMP) system. A finance person in your organization who does business with the state must provide these.

Name of County: **HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS**

Mailing Address: **600 SOUTH COMMERCE AVENUE**

SEBRING, FLORIDA 33870

Federal 9-digit Identification number: **59-6000655** 3-digit seq. code

Authorized County Official: ____________________ ________
Signature **Date**

Scott Kirouac, County Commissioner
Type or Print Name and Title

Sign and return this page with your application to:

Florida Department of Health
Emergency Medical Services Unit, Grants
4052 Bald Cypress Way, Bin A-22
Tallahassee, Florida 32399-1722

Do not write below this line. For use by State Emergency Medical Services Section

Grant Amount for State to Pay: $__________________ Grant ID: Code: __________

Approved By: ______________________________ ____________
Signature of State EMS Unit Supervisor Date

Approved By: ______________________________ ____________
Signature of Contract Manager Date

State Fiscal Year: 2020-2021

Organization Code	E.O.	OCA	Object Code	Category
64-61-70-30-000	05	SF005	751000	059998

Federal Tax ID: VF ___ ___ ___ ___ ___ ___ ___ ___ ___ Sequence Code: ___ ___ ___

Grant Beginning Date: ____________________ Grant Ending Date: ____________________

DH 1767P, December 2008 (rev. June 8, 2018), incorporated by reference in Rule 64J-1.015, Florida Administrative Code

RESOLUTION NO.: 21-22-11

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA, PERTAINING TO THE STATE OF FLORIDA EMERGENCY MEDICAL SERVICES COUNTY AWARD GRANT; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR CERTIFICATION; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE

WHEREAS, Highlands County, Florida, a political subdivision of the State of Florida, owns and operates a State of Florida licensed Advanced Life Support Emergency Medical Service unit; and

WHEREAS, pursuant to Florida Statutes, Chapter 401, Part II, the State of Florida, Department of Health, Emergency Medical Services Section (Department) is authorized to provide grants to local agencies and emergency medical services organizations to assist said agencies and organizations in delivering adequate emergency medical services; and

WHEREAS, Highlands County, Florida, requests and has received grant funding annually from the Department for many years; and

WHEREAS, this funding is disbursed from the State of Florida Emergency Medical Services Trust Fund in the form of the State of Florida Emergency Medical Services County Award Grant (Grant); and

WHEREAS, the Grant requires Highlands County to adopt a Resolution certifying that the Grant funds will be used to improve and expand pre-hospital Emergency Medical Services and that the funds will not be used to supplant existing County Emergency Medical Services budget allocations.

NOW, THEREFORE, BE IT RESOLVED BY HIGHLANDS COUNTY 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. Certification. Highlands County hereby certifies that any and all funding received from the State of Florida Emergency Medical Services County Award Grant will be utilized to improve and expand the prehospital Emergency Medical Services system and that the funding so derived will not be used to supplant existing County Emergency Medical Services budget allocations.

SECTION 3. Implementing 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 State of Florida Emergency Medical Services County Award Grant described herein, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

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

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

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

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

PASSED AND ADOPTED this 2nd day of November 2021.

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

____
Scott Kirouac, Chairman

ATTEST:

____
Jerome Kaszubowski, Clerk of Court

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 2, 2021

PRESENTER: **Clinton Howerton, Jr., P.E., County Engineer**

SUBJECT/TITLE: **Request to approve Budget Amendment 20-21-147 to transfer funds from Sebring Parkway, Project 17063 (Phase II-B) to Sebring Parkway, Project 17062 (Phase II-A) in the amount of $100,000.00.**

STATEMENT OF ISSUE

Budget amendment 20-21-147 is necessary to reallocate funds in the amount of $100,000.00 from Project 17063 to Project 17062 to accommodate an increase to the Cost Center 4102A, Account 56301Z, Project 17062 portion of PO No. 201678 by $46,083.23 and have a remaining balance of $72,068.18 for additional expenses as needed.

RECOMMENDED ACTION

Move to approve budget amendment 20-21-147 to transfer funds from Project 17063 (Sebring Parkway Phase IIB) to Project 17062 (Sebring Parkway Phase IIA). in the amount of $100,000.00.

FISCAL IMPACT

There is no fiscal impact to Fund 151 (Infrastructure Surtax Fund) or the overall budget as this budget amendment is merely a realignment of funds from Project 17063 (Sebring Parkway Phase IIB) to Project 17062 (Sebring Parkway Phase IIA).

Attachments: BA 20-21-147 Agenda Packet.pdf

REVIEWED
O.M.B DEPARTMENT
October 7, 2021
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: **10/4/2021**

SUBMITTED BY: **James D. Langford, Jr.,P.E., Assistant County Engineer**

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

PROJECT(S) #: **17062 & 17063**   PROJECT TITLE(S): **Sebring Pkwy, Phase II-A & Sebring Pkwy, Phase II-B**   COST CENTER TITLE(S): **Transportation Projects**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	151	4102A	56301Z	Project Capital Infrastructure	17063	5,374,034.14		100,000.00	5,274,034.14
E	151	4102A	56301Z	Project Capital Infrastructure	17062	5,955,777.30	100,000.00		6,055,777.30
									0.00
									0.00
									0.00
									0.00
									0.00

REASON: This Budget Ammendment is necessary to reallocate funds in the amount of $100,000.00 for Project No. 17062 to increase PO No. 201678 by $46,083.23 and have a remaining balance of $72,068.18 for additional expenses as needed.

OFFICE USE ONLY

OMB RECOMMENDATION:

__________ Approval

__________ Denial

REQUEST # 20-21-147

ACTION:

Board _____ Approved _____ Denied

County Administrator _____ Approved _____ Denied

SIGNATURE: __________

DATE: ____ / ____ / ____

TRANSFER TYPE:

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

Signature: __________

Posted by Clerk: __________

Form Revised 08/05/2020

CHANGE ORDER NO. 5

Highlands County Project: **Sebring Parkway Phase IIB**
Highlands County Project No. 17063 & ITB No. 19-005
FDOT FM# 433553-1-54-01

CONTRACTOR: **Bergeron Land Development, Inc.**
Contract Date: **6/02/2020 (First Amendment to Agreement)**

Contract For: **To provide all labor, materials and equipment to construct the Sebring Parkway Phase IIA. Project generally consisting of the reconstruction of the existing 2 lane roadway into a divided median 4 lane highway including drainage, sidewalks, signalization, signing & marking, etc.**

Bergeron Land Development, Inc. is directed to make the changes noted below to the subject Contract:

Nature of the Changes

- Addition of 11 LF of 18" RCP between Pond #5a & Pond #5b due to existing waterline conflicts…….**$1,265.00**
- Addition of 47 LF of 12"x18" ERCP and 2 mitered end sections to connect Pond #5b under the conflicting waterline & labor……**$12,916.05**
- Temporary drainage connection for hospital due to gas line conflict in proposed drainage alignment…..**$3,704.77**

Addition of 3 calendar days (2 weather days & 1 holiday) per Change Order No. 5 of Sebring Parkway Phase IIA.

Addition of 8 calendar days for this Change Order (weather days) & CO#6 for Phase IIA

Please see the attached back-up documentation.

These changes result in the following adjustment of Contract Price:

Contract Price Prior to This Change Order	$4,479,496.75
Net (**Increase**)(~~Decrease~~) Resulting from this Change Order	$17,885.82
Current Contract Price Including This Change Order	**$4,497,382.57**

Contract Times

Net **(Increase)(~~Decrease~~)** Resulting from This Change Order………………**8 calendar days**

Work will be Substantially Completed in:...............................720 additional calendar days
.... (Existing Substantial Completion Date – September 13th, 2022
…………………(**Change Order Substantial Completion Date – September 21st, 2022**)

Work will be Totally and Finally Completed in: ....750 additional calendar days
.... Existing Final Completion Date – October 13th, 2022
………………………..(**Change Order Final Completion Date – October 21st, 2022**)

APPROVED AS TO TECHNICAL PROVISIONS

Laurie A. Hurner

Digitally signed by Laurie A. Hurner
Date: 2021.10.01 11:58:07 -04'00'

Laurie Hurner

Assistant County Administrator

The Above Changes Are Accepted:

CONTRACTOR

Bergeron Land Development, Inc.

By__

Digitally signed by Brian M Landis
DN: CN=Brian M Landis, dnQualifier=A01410D000001791396FF3200004168, O=BERGERON LAND DEVELOPMENT INC, C=US
Reason: I am approving this document
Date: 2021.09.30 15:02:31-04'00'

Brian Landis, P.E., VP of Operations

Date 09/30/21

BERGERON
LAND DEVELOPMENT, INC.

19612 S.W. 69Th Place
Ft. Lauderdale, FL 33332

Phone: (954) 680-6100
Fax: (954) 252-8064

September 2, 2021

PROJECT: Sebring Parkway Phase IIA and IIB
CONTRACT: 17063

SUPPLEMENTAL AGREEMENT: N/A COST PROPOSAL 19

Purpose: New cost proposal for changes to HRMC drainage due to existing watermain locations.

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
18" RCP (contract rate)	11.00	LF	$115.00	$1,265.00
18" x 12" ERCP (contract rate)	47	LF	$155.00	$7,285.00
18" x 12" MES (contract rate)	2	EA	$1,930.00	$3,860.00
Additional cost for added depth/production around WM	1	LS	$1,771.05	$1,771.05
			TOTAL	$14,181.05

NOTES:

New cost proposal for changes to HRMC drainage due to existing watermain locations.						
Pay Item	**ITEM DESCRIPTION**	**UNIT**	**QTY**	**PRICE**	**Total**	**NOTES**
SUBCONTRACTOR ADDITIONAL PAY ITEMS						
	Added Cost for Depth	LS	1.000	$600.00	$600.00	
	Added cost for work around WM	LS	1.000	$750.00	$750.00	
	mark up 17.5%	LS	1.000	$236.25	$236.25	
				Subtotal	$1,586.25	
				10.0%	$158.63	
					$0.00	
				SUBTOTAL ON ADDITIONAL PAY ITEMS	**$1,744.88**	
				Bond	**$26.17**	1.50%
				Addtl. Pay Item Total	**$1,771.05**	
				TOTAL	**$1,771.05**	

Pay Item Adjustments						
	Additional cost	LS	1.000	$1,771.05	$1,771.05	
				Total Pay Item Adjustments	**$1,771.05**	

Laser Engineering, Inc. **CHANGE ORDER**

14

1700 S. Dixie Hwy Suite #502 Boca Raton, FL 33432 (561) 718-2098

TITLE: Change Order **DATE :** 9/1/2021

PROJECT: Sebring Parkway **REVISED DATE:**

TO: Bergeron Land Development **CONTRACT/PO:**

CONTRACT
STARTED:
COMPLETED:
REQUIRED:

DESCRIPTION : HRCM Ponds Revised

Num	Description	Qty	Unit	Unit Price	Amount
001	18" RCP	11.00	LF	$ 99.00	$ 1,089.00
002	18" x 12" ERCP	47.00	LF	$ 125.00	$ 5,875.00
003	18" x 12" MES	2.00	EA	$ 800.00	$ 1,600.00
004	"Add" for depth	4.00	VF	$ 150.00	$ 600.00
005	"Add" Conflict of existing drainage	1.00	LS	$ 750.00	$ 750.00

only mark up on
non-contract items

Item Total:		$ 9,914.00
Contracted Total:		$ 8,564.00
Markup 17.5%:	236.25	$ ~~1,481.25~~
Total:	10,150.25	$ ~~10,045.25~~

The original Contract Sum was	
The net change by previously authorized Change Orders is	$ (15,904.05)
The Contract Sum prior to this Change Order was	$ 3,093,049.00
The Contract Sum will be increased by this Change Order in the amount of	$ 10,045.25
The new Contract Sum including this Change Order will be	$ 3,087,190.20
The Contract Time will be decreased by	0 days

ACCEPTED

By: ______________________________ **By:** ______________________________

Laser Engineering, Inc.

Date: ______________________________ **Date:** ______________________________

BERGERON
LAND DEVELOPMENT, INC.

19612 S.W. 69Th Place
Ft. Lauderdale, FL 33332

Phone: (954) 680-6100
Fax: (954) 252-8064

September 15, 2021

PROJECT: Sebring Parkway Phase IIA and IIB
CONTRACT: 17063

SUPPLEMENTAL AGREEMENT: N/A COST PROPOSAL 22

Purpose: New cost proposal for a temporary connection to alleviate hospital drainage due to a conflict with the gas main causing the drainage to back up.

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
Temporary connection for hospital drainage	1.00	LS	$3,704.77	$3,704.77
			TOTAL	$3,704.77

NOTES:

New cost proposal for a temporary connection to alleviate hospital drainage due to a conflict with the gas main causing the drainage to back up.						
Pay Item	**ITEM DESCRIPTION**	**UNIT**	**QTY**	**PRICE**	**Total**	**NOTES**
SUBCONTRACTOR ADDITIONAL PAY ITEMS						
	Subcontractor's cost per breakdown	LS	1.000	$3,318.20	$3,318.20	
				Subtotal	$3,318.20	
				10.0%	$331.82	
					$0.00	
				SUBTOTAL ON ADDITIONAL PAY ITEMS	**$3,650.02**	
				Bond	**$54.75**	1.50%
				Addtl. Pay Item Total	**$3,704.77**	
				TOTAL	**$3,704.77**	

Pay Item Adjustments						
	Additional cost	LS	1.000	$3,704.77	$3,704.77	
				Total Pay Item Adjustments	**$3,704.77**	

Laser Engineering, Inc. **CHANGE ORDER**

16

1700 S. Dixie Hwy Suite #502 Boca Raton, FL 33432 (561) 718-2098

TITLE:	Change Order	**DATE :**	9/15/2021
PROJECT:	Sebring Parkway	**REVISED DATE:**	
TO:	Bergeron Land Development	**CONTRACT/PO:**	
		CONTRACT STARTED:	
		COMPLETED:	
		REQUIRED:	

DESCRIPTION : Temp pipe connection until gas relocation

Num	Description	Qty	Unit	Unit Price	Amount
001	Install 10" HDPE	36.00	LF	$ 46.50	$ 1,674.00
002	Temp Mud Plug / Support	2.00	EA	$ 350.00	$ 700.00
003	Remove 10" HDPE	36.00	LF	$ 12.50	$ 450.00
			Item Total:		$ 2,824.00
			Contracted Total:		
			Markup 17.5%:		$ 494.20
			Total:		$ 3,318.20

The original Contract Sum was	
The net change by previously authorized Change Orders is	$ (15,904.05)
The Contract Sum prior to this Change Order was	$ 3,093,049.00
The Contract Sum will be increased by this Change Order in the amount of	$ 3,318.20
The new Contract Sum including this Change Order will be	$ 3,080,463.15
The Contract Time will be decreased by	0 days

ACCEPTED

By: ______________________________ **By:** ______________________________

Laser Engineering, Inc.

Date: ______________________________ **Date:** ______________________________

CHANGE ORDER NO. 6

Highlands County Project: **Sebring Parkway Phase IIA**
Highlands County Project No. 17062 & ITB No. 19-005
FDOT FM# 429841-1-54-01

CONTRACTOR: **Bergeron Land Development, Inc.**
Contract Date: **6/02/2020 (First Amendment to Agreement)**

Contract For: **To provide all labor, materials and equipment to construct the Sebring Parkway Phase IIA. Project generally consisting of the reconstruction of the existing 2 lane roadway into a divided median 4 lane highway including drainage, sidewalks, signalization, signing & marking, etc.**

Bergeron Land Development, Inc. is directed to make the changes noted below to the subject Contract:

Nature of the Changes

Reconstruction of edge of pavement on Desoto Rd due to inferior existing asphalt…….**$12,973.35**

Cost for excavation and OBG 6 of asphalt on Desoto Rd. The existing base and asphalt turned out to be inferior and non-homogenous…………………………………………………………………………..**$33,109.98**

Addition of 4 calendar days from Change Order No. 5 of Sebring Parkway Phase IIB.

Addition of 4 calendar days from changes in this change order.

Please see the attached back-up documentation.

These changes result in the following adjustment of Contract Price:

Contract Price Prior to This Change Order	$5,494,382.37
Net (**Increase**)(~~Decrease~~) Resulting from this Change Order	$46,083.23
Current Contract Price Including This Change Order	**$5,540,465.60**

Contract Times

Net **(Increase)(~~Decrease~~)** Resulting from This Change Order………………**8 calendar days**

Work will be Substantially Completed in:...............................720 additional calendar days
.... (Existing Substantial Completion Date – September 13th, 2022
…………………(**Change Order Substantial Completion Date – September 21st, 2022**)

Work will be Totally and Finally Completed in: ....750 additional calendar days
.... Existing Final Completion Date – October 13th, 2022
………………………..(**Change Order Final Completion Date – October 21st, 2022**)

APPROVED AS TO TECHNICAL

PROVISIONS

Laurie A. Hurner

Digitally signed by Laurie A. Hurner
Date: 2021.10.01 11:59:06 -04'00'

Laurie Hurner

Assistant County Administrator

The Above Changes Are Accepted:

CONTRACTOR

Bergeron Land Development, Inc.

Digitally signed by Brian M Landis
DN: CN=Brian M Landis, dnQualifier=A01410D000001791396FF3200004168, O=BERGERON LAND DEVELOPMENT INC, C=US
Reason: I am approving this document
Date: 2021.09.30 15:02:57-04'00'

By__________________________

Brian Landis, P.E., VP of Operations

Date 09/30/21

G:\PROJECTS\Sebring Parkway Phase II\Bergeron\Change Orders\CO #6\Phase IIA\Proposed Change Order No. 6.doc

BERGERON
LAND DEVELOPMENT, INC.

19612 S.W. 69Th Place
Ft. Lauderdale, FL 33332

Phone: (954) 680-6100
Fax: (954) 252-8064

September 14, 2021

PROJECT: Sebring Parkway Phase IIA and IIB
CONTRACT: 17063

SUPPLEMENTAL AGREEMENT: N/A COST PROPOSAL 21

Purpose: New cost proposal to reconstruct the edge of pavement for an approximate width of 3' due to the change in edge of pavement location on Desoto Road between STA 3+02.97 and 9+6.34

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
Reconstruction of edge of pavement on Desoto Road	1.00	LS	$12,973.35	$12,973.35
			TOTAL	$12,973.35

NOTES:

New cost proposal to reconstruct the edge of pavement for an approximate width of 3' due to the change in edge of pavement location on Desoto Road between STA 3+02.97 and 9+6.34						
Pay Item	**ITEM DESCRIPTION**	**UNIT**	**QTY**	**PRICE**	**Total**	**NOTES**
Breakdown of costs						
	Sawcut Existing/Remove					
	Laborer x 2	HR	8.000	$24.00	$192.00	
	Truck Driver	HR	4.000	$26.00	$104.00	
	Water Truck	HR	2.000	$50.15	$200.60	
	Excavator Operator	HR	4.000	$37.00	$148.00	
	Loader Operator	HR	4.000	$37.30	$149.20	
	Mini Excavator	HR	8.000	$31.90	$255.20	
	Loader	HR	4.000	$61.98	$247.92	
	Rear End Dump Truck	HR	2.000	$83.95	$167.90	
	Concrete Saw	ED	1.000	$125.00	$125.00	
	Excavation					
	Foreman/Truck	HR	2.000	$73.00	$146.00	
	Excavator Operator	HR	8.000	$37.00	$296.00	
	Loader Operator	HR	4.000	$37.30	$149.20	
	Laborer	HR	8.000	$24.00	$192.00	
	Mini Excavator	HR	8.000	$31.90	$255.20	
	Loader	HR	4.000	$61.98	$247.92	
	Truck Driver	HR	1.500	$26.00	$39.00	
	Rear End Dump Truck	HR	1.500	$83.95	$125.93	
	Rock In Lieu of Type B					
	Type B Stabilization - Rock in Lieu/Low production	SY	166.667	$26.90	$4,483.58	
	OBG 9					
	OBG 9 - tight work space/low production	SY	166.667	$26.04	$4,340.00	
	Credit for Mill					
	Milling (600' x 2')	SY	-133.333	$7.40	-$986.67	
				Subtotal	$10,877.98	
				17.5%	$1,903.65	
					$0.00	
				SUBTOTAL ON ADDITIONAL PAY ITEMS	**$12,781.63**	
				Bond	**$191.72**	1.50%
				Addtl. Pay Item Total	**$12,973.35**	
				TOTAL	**$12,973.35**	

Pay Item Adjustments						
	Additional cost	LS	1.000	$12,973.35	$12,973.35	
				Total Pay Item Adjustments	**$12,973.35**	

BERGERON
LAND DEVELOPMENT, INC.

19612 S.W. 69Th Place
Ft. Lauderdale, FL 33332

Phone: (954) 680-6100
Fax: (954) 252-8064

September 27, 2021

PROJECT: Sebring Parkway Phase IIA and IIB
CONTRACT: 17062

SUPPLEMENTAL AGREEMENT: N/A COST PROPOSAL 23

Purpose: Cost proposal for T&M work to remove clay base from desoto road in prep for OBG 6 and install OBG 6 at contract rate.

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
Cost for excavation	1.00	LS	$7,612.48	$7,612.48
OBG 6 (8" COMPACTED THICKNESS)	1175.00	SY	$21.70	$25,497.50
			TOTAL	$33,109.98

NOTES:
1)

Cost proposal for T&M work to remove clay base from desoto road in prep for OBG 6 and install OBG 6 at contract rate.

Pay Item	ITEM DESCRIPTION	UNIT	QTY	PRICE	Total	NOTES
CONTRACT PRICE ADDITIONAL PAY ITEMS						
	OPTIONAL BASE GROUP 6, (8" COMPACTED THICKNESS)	SY	1,175	$21.70	$25,497.50	
				Subtotal	$25,497.50	
				10% on first $50,000	N/A	
				5% on Remaining	N/A	
				SUBTOTAL ON ADDITIONAL PAY ITEMS	$25,497.50	
				Bond	N/A	1.50%
				Addtl. Pay Item Total	**$25,497.50**	
				TOTAL	**$25,497.50**	

Pay Item	Description	Unit	QTY	Rate		Total
Bergeron Additional Work Items						
	Project Manager	HR	2.0	$65.00		*$130.00*
	Foreman	HR	4.0	$58.00		*$232.00*
	Grader Foreman	HR	4.0	$62.75		*$251.00*
	Loader Operator	HR	10.0	$37.30		*$373.00*
	Skid Steer Operator	HR	4.0	$32.00		*$128.00*
	Bulldozer Operator	HR	10.0	$37.00		*$370.00*
	Labor/Roller Operator	HR	20.0	$24.00		*$480.00*
	Truck Driver	HR	20.0	$26.00		*$520.00*
	Motorgrader	HR	4.0	$127.31		*$509.24*
	Loader	HR	10.0	$61.98		*$619.80*
	Skid Steer	HR	4.0	$38.60		*$154.40*
	Bulldozer	HR	10.0	$85.77		*$857.70*
	8T Roller	HR	2.0	$39.41		*$78.82*
	Dump Truck	HR	20.0	$83.95		*$1,679.00*
				Subtotal		$6,382.96
				17.5%		$1,117.02
				SUBTOTAL ON ADDITIONAL PAY ITEMS		$7,499.98
				Bond 1.5%		$112.50
				Addtl. Pay Item Total		**$7,612.48**
				TOTAL		**$7,612.48**

HIGHLANDS COUNTY
<u>COUNTY COMMISSION AGENDA ITEM</u>

DATE OF ACTION REQUEST: November 2, 2021

PRESENTER: **David Nitz, OMB Manager**

SUBJECT/TITLE: **Request approval of Budget Amendment 21-22-005 and Resolution bringing Fund Balance Forward for all Impact Fee funds into FY 21/22 with a Fiscal Impact of $18,741.51 – a Net Increase**

STATEMENT OF ISSUE

The following budget amendment is necessary within FY 2021-2022 to bring the fund balances forward for all Impact Fee funds for FY 2021-2022 in accordance with actual balances after FY 2020-2021 year-end close-out, including year-to-date interest earnings.

RECOMMENDED ACTION

Move to approve budget amendment 21-22-005 and resolution to bring forward all Impact Fee available balances into FY 21/22.

FISCAL IMPACT

The fiscal impact to the overall budget and to the various Impact Fee Funds is a net increase in the amount of $18,741.51.

Attachments: 21-22-005 Impact Fees FBBF (BA).pdf
21-22-005R Impact Fees FBBF (Resolution).pdf

REVIEWED
O.M.B DEPARTMENT
October 20, 2021
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

(Transfers over $5,000 require Board approval)

DATE: **10/18/2021**

SUBMITTED BY: **OMB**

FUND(S): **See List** FUND TITLE(S): **See List** COST CENTER(S) #: **See List**

PROJECT(S) #: PROJECT TITLE(S): COST CENTER TITLE(S): **See List**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	**191A**		**3999100**	**Fund Balance Brought Forward**		**0.00**	**4,783.24**		**4,783.24**
E	**191A**	**4401A**	**53100**	**Professional Services**		**0.00**	**4,783.24**		**4,783.24**
R	**192**		**3999100**	**Fund Balance Brought Forward**		**0.00**	**4,714.56**		**4,714.56**
E	**192**	**4402**	**53100**	**Professional Services**		**0.00**	**4,714.56**		**4,714.56**
R	**193**		**3999100**	**Fund Balance Brought Forward**		**0.00**	**4,999.89**		**4,999.89**
E	**193**	**4403**	**53100**	**Professional Services**		**0.00**	**4,999.89**		**4,999.89**

REASON: **To roll the various Impact Fee Fund Balances Forward from FY20-21 to FY21-22.**

OFFICE USE ONLY

OMB RECOMMENDATION:

______ Approval

______ Denial

REQUEST # **21-22-005**

ACTION:

Board ______ Approved ______ Denied

County Administrator ______ Approved ______ Denied

SIGNATURE: ______

DATE: ___ / ___ / ___

TRANSFER TYPE:

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

Signature: ______

Posted by Clerk: ______

Form Revised 08/05/2020

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

REQUEST NUMBER 21-22-005

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
R	194		3999100	Fund Balance Brought Forward		0.00	1,789.22		1,789.22
E	194	4404	53100	Professional Services		0.00	1,789.22		1,789.22
R	195		3999100	Fund Balance Brought Forward		0.00	1,384.32		1,384.32
E	195	4405	53100	Professional Services		0.00	1,384.32		1,384.32
R	196		3999100	Fund Balance Brought Forward		0.00	1,070.28		1,070.28
E	196	4406	53100	Professional Services		0.00	1,070.28		1,070.28
									-
									-
									-
									-
									-
									-
									-
									-
									-
									-

Form Revised 08/05/2020

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

REQUEST NUMBER 21-22-005

FUND(S)	FUND TITLE(S)
191A	Impact Fee Parks & Recreation - Avon Park
192	Impact Fee Correctional Facility
193	Impact Fee Fire
194	Impact Fee Libraries
195	Impact Fee Law Enforcement
196	Impact Fee Emergency Medical Services

COST CTR(S)	COST CENTER TITLE(S)
4401A	Impact Fee Parks & Recreation - Avon Park
4402	Impact Fee Correctional Facility
4403	Impact Fee Fire
4404	Impact Fee Libraries
4405	Impact Fee Law Enforcement
4406	Impact Fee Emergency Medical Services

FND	CST CTR	PROJ #	PROJECT TITLE

Form Revised 08/05/2020

RESOLUTION NO. 21-22-________

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR HIGHLANDS COUNTY, FLORIDA, AUTHORIZING AMENDMENT TO THE VARIOUS IMPACT FEE FUNDS.

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

WHEREAS, the following budget amendment is necessary and proper within the various Impact Fee funds within FY 2021-2022; and

WHEREAS, to bring the fund balances of all Impact Fee funds forward into FY 2021-2022 in accordance with actual balances after FY 2020-2021 year-end-close-out, including year-to-date Interest Earnings in the amount of $18,741.51.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Highlands County, Florida this ___________ day of _______________________, 2021 that budget amendment 21-22-005 is hereby approved and authorized.

BOARD OF COUNTY COMMISSIONERS OF HIGHLANDS COUNTY, FLORIDA

____
Chairperson

ATTEST:_____________________
Clerk of Courts

Approved as to Budgetary Requirements

____
OMB Department

G:\BUS\OMB\.New OMB (To be retained)\BUDGET AMENDMENTS\Resolutions\Resolutions 2021-22\21-22-005R Impact Fees FBBF.docx

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **November 2, 2021**

PRESENTER: **Paul Blackman, Sheriff**

SUBJECT/TITLE: **Request approval of Budget Amendment 20-21-149 to realign Sheriff budgets for yearend cleanup within the General and Crime Prevention Fund.**

STATEMENT OF ISSUE

Budget amendment 20-21-149 is necessary to realign Sheriff's budgets for FY20/21 on the Board side to align with the budget on the Sheriff's books.

RECOMMENDED ACTION

Move to approve budget amendment 20-21-149 to realign Sheriff's budgets for FY20/21.

FISCAL IMPACT

There is no fiscal impact to Fund 005 (General) or Fund 178 (Crime Prevention) or the overall budget. This budget amendment is realigning budgeted funds within cost center 1030 (Gen Op Cthse Security), 3101 (Sheriff) and 3323 (Detention and Correction) between accounts 51001 (Personal Services Elected Official), 53001 Operating Expense Elected Official) and 56001 (Capital Outlay Elected Official).

Attachments: 20-21-149 Sheriff YE Cleanup.pdf

REVIEWED
O.M.B DEPARTMENT
October 27, 2021
BOARD OF COUNTY COMMISSIONERS
HIGHLANDS COUNTY FLORIDA

BOARD OF COUNTY COMMISSIONERS

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

DATE: **10/26/2021**　　SUBMITTED BY: **Sheriff**

FUND(S): **005**　　FUND TITLE(S): **General, Crime Prevention**　　COST CENTER(S) #: **1030, 3101, 3323, 1055**

PROJECT(S) #: **20014, 20015, 20016**　　PROJECT TITLE(S): **SRO Program 20-21, Env Law Enforc Prog 20-21, College Resource Deputy 20-21**　　COST CENTER TITLE(S): **Gen OP Cthse Security, Sheriff-005, Detention and Correction, Crime Prevention-178**

*list additional cost centers on reverse side of form

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	005	1030	51001	Personal Services Elected Official		1,198,291.00	23,678.32		1,221,969.32
E	005	3101	51001	Personal Services Elected Official		17,270,160.50		1,061,279.07	16,208,881.43
E	005	3101	53001	Operating Expense-Elected Official		2,908,631.00		91,567.60	2,817,063.40
E	005	3101	56001	Capital Outlay Elected Official		166,130.50	1,038,860.16		1,204,990.66
E	005	3323	51001	Personal Services Elected Official		9,316,858.00	36,243.09		9,353,101.09
E	005	3323	53001	Operating Expense-Elected Official		2,415,362.00	11,525.78		2,426,887.78
E	005	3323	56001	Capital Outlay Elected Official		0.00	42,539.32		42,539.32

REASON: **To realign budgets for yearend cleanup to actual.**

OFFICE USE ONLY

OMB RECOMMENDATION:

______ Approval

______ Denial

REQUEST # 20-21-149

ACTION:
Board ______ Approved ______ Denied
County Administrator ______ Approved ______ Denied

SIGNATURE: ______

DATE: ____/____/____

TRANSFER TYPE:

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

Signature: ______

Posted by Clerk: ______

Form Revised 08/05/2020

BOARD OF COUNTY COMMISSIONERS

BUDGET AMENDMENTS

REQUEST NUMBER 20-21

TYPE	FUND	COST CENTER	ACCOUNT	ACCOUNT NAME	ACTIVITY	BUDGET	INCREASE	DECREASE	REVISED BUDGET
E	005	3101	51001Z	Project Personal Services-Elected	20014	778,689.00	358.21		779,047.21
E	005	3101	53001Z	Project Operating Expense-Elected	20014	45,210.00		358.21	44,851.79
E	005	3101	51001Z	Project Personal Services-Elected	20015	95,784.00	4,452.58		100,236.58
E	005	3101	53001Z	Project Operating Expense-Elected	20015	10,086.00		4,452.58	5,633.42
E	005	3101	51001Z	Project Personal Services-Elected	20016	44,857.00	350.30		45,207.30
E	005	3101	53001Z	Project Operating Expense-Elected	20016	4,100.00		350.30	3,749.70
E	178	1055	51001	Personal Services Elected Official		52,725.00	492.19		53,217.19
E	178	1055	53001	Operating Expense-Elected Official		6,490.00		492.19	5,997.81
									-
									-
									-
									-
									-
									-
									-

Form Revised 10/11/2010

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 2, 2021

PRESENTER: **Melony Culpepper, Planning and Zoning Manager**

SUBJECT/TITLE: **Presentation on the redistricting of the Board of County Commissioners' Districts based on the 2020 Census Data.**

STATEMENT OF ISSUE

The 2020 decennial census is now complete. That triggers a responsibility of the Board of County Commissioners to review the commissioner districts in light of the census data, and to make changes required by law. Specifically, (1) article VIII, section (1)(e) of the Florida Constitution provides that "after each decennial census the board of county commissioners shall divide the county into districts of contiguous territory as nearly equal in population as practicable," and (2) section 124.01, Florida Statutes provides that "there shall be five county commissioners' districts in each county, which shall be numbered one to five, inclusive, and shall be as nearly equal in proportion to population as possible." Section 124.01 goes on to say that changes in county commissioner districts "shall be made only in odd-numbered years". The Board should complete the redistricting process before the end of 2021.

RECOMMENDED ACTION

No action needed at this time.

FISCAL IMPACT

There is no fiscal impact.

Attachments: Staff Analysis.pdf
2020 District Populations.pdf
Draft Redistricting Maps.pdf

STAFF ANALYSIS:

The County has utilized the following generally accepted measures for redistricting in the past:

- The districts shall be equal in population to each other within a range of 5% over or under the mean or ideal population. Highlands County's 2020 Census population is 101,235. This equates to a mean or ideal district population of 19,757 (101,235 divided by 5 districts).
- The district boundaries shall, as much as possible, not divide a political subdivision, a neighborhood, or areas of similar nature.
- The district boundaries shall be discernable by identifiable features on the ground, i.e., a street or a railroad.
- The districts shall be contiguous and as compact as practical.
- Census blocks should be utilized when redistricting, which may impact some of the above generally accepted measures.

All districts, except District 4 grew in population between the 2010 and the 2020 Census. However, District 3 grew at a disproportionately larger rate.

District	County Commissioner	2010 Census Population	2020 Census Population	Growth	Percent Growth
1	Kevin Roberts	19,147	19,171	24	0.13%
2	Kathy Rapp	20,045	20,743	698	3.36%
3	Scott Kirouac	20,175	21,327	1152	5.40%
4	Arlene Tuck	19,782	19,579	-203	-1.04%
5	Chris Campbell	19,637	20,415	778	3.81%

An analysis of the 2020 Census population utilizing the current district boundaries revealed the following:

Current District	2020 Census Population	Ideal District Population	Absolute Deviation	Deviation Percentage Variance
1	19,171	20,247	1,076	5.31%
2	20,743	20,247	496	2.45%
3	21,327	20,247	1,080	5.33%
4	19,579	20,247	668	3.30%
5	20,415	20,247	168	0.83%

The population for Districts 2 and 3 is 5.31% and 5.33%, respectively, larger than the "ideal district population" and is outside of the County's accepted practice of a 5% deviation limit.

Option 1 Proposed Districts

District Boundaries were redrawn adjusting population from all. This scenario is successful in minimally dividing political subdivisions, maintaining neighborhood integrity, and meets the population deviation target of not more than 5%. The following chart illustrates the populations and resulting deviations from the ideal number.

Proposed District	2020 Census Population	Ideal District Population	Absolute Deviation	Absolute Deviation Percentage Variance
1	20,425	20,247	178	0.88%
2	19,526	20,247	721	3.56%
3	20,998	20,247	751	3.71%
4	20,129	20,247	118	0.58%
5	20,157	20,247	90	0.44%

Option 2 Proposed Districts

This scenario also adjusts the population from all districts and is successful in minimally dividing political subdivisions, maintaining neighborhood integrity, and meets the population deviation target of not more than 5%. This option is provided as an alternative to option 1; it encompasses less of the area that was recently annexed into the City of Avon Park. The following chart illustrates the populations and resulting deviations from the ideal number.

Proposed District	2020 Census Population	Ideal District Population	Absolute Deviation	Absolute Deviation Percentage Variance
1	19,325	20,247	922	4.55%
2	20,519	20,247	272	1.34%
3	21,105	20,247	858	4.24%
4	19,649	20,247	598	2.95%
5	20,637	20,247	390	1.93%

Staff recommends using Option 1 for redistricting as it encompasses all of the incorporated area of Avon Park within the boundary of District 1, it adds the remainder of the Lake Sebring subdivision into District 2, and the deviation percentages are smaller.

District	County Commissioner	School Board Member	2010 Population	2020 Population	Average Population	Absolute Deviation	Deviation Percentage Variance	Minority Population	Difference between Largest & Smallest	Deviation Percentage Variance
1	Kevin Roberts	Isaac Durrance	19,147	19,171	20,247	1,076	5.31%	8,487	2,156	10.65%
2	Kathy Rapp	Donna Howerton	20,045	20,743	20,247	496	2.45%	4,523		
3	Scott Kirouac	Jan Shoop	20,175	21,327	20,247	1,080	5.33%	7,457		
4	Arlene Tuck	William "Bill" Brantley II	19,782	19,579	20,247	668	3.30%	5,276		
5	Chris Campbell	Jill Compton Twist	19,637	20,415	20,247	168	0.83%	3,943		
Total			98,786	101,235				29,686		

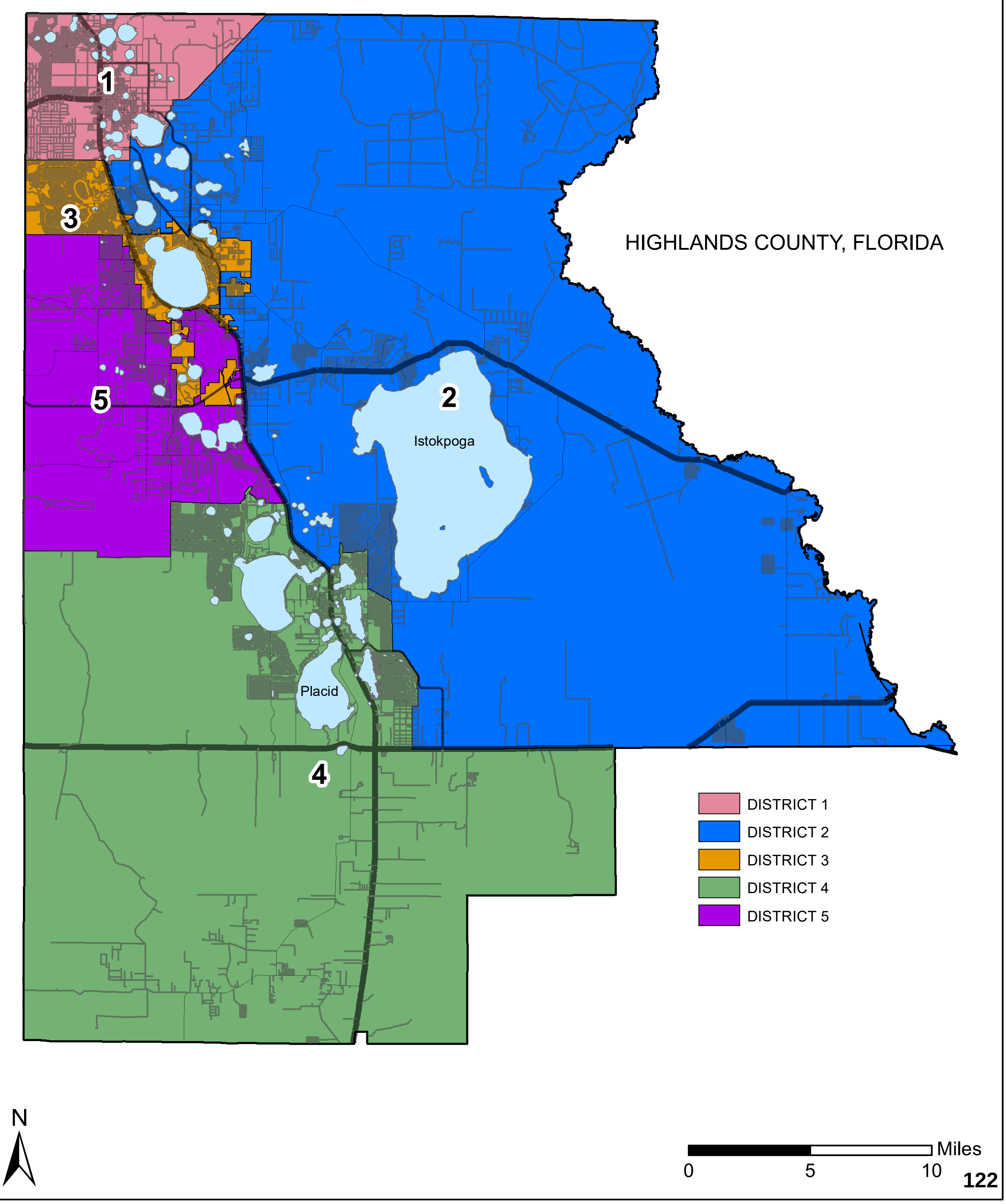
Option 1 Proposed Districts

District	County Commissioner	School Board Member	2010 Population	2020 Population	Average Population	Absolute Deviation	Deviation Percentage Variance	Minority Population	Difference between Largest & Smallest	Deviation Percentage Variance
1	Kevin Roberts	Isaac Durrance	19,147	20,425	20,247	178	0.88%	8,630	1,472	7.27%
2	Kathy Rapp	Donna Howerton	20,045	19,526	20,247	721	3.56%	4,430		
3	Scott Kirouac	Jan Shoop	20,175	20,998	20,247	751	3.71%	7,306		
4	Arlene Tuck	William "Bill" Brantley II	19,782	20,129	20,247	118	0.58%	5,342		
5	Chris Campbell	Jill Compton Twist	19,637	20,157	20,247	90	0.44%	3,978		
Total			98,786	101,235				29,686		

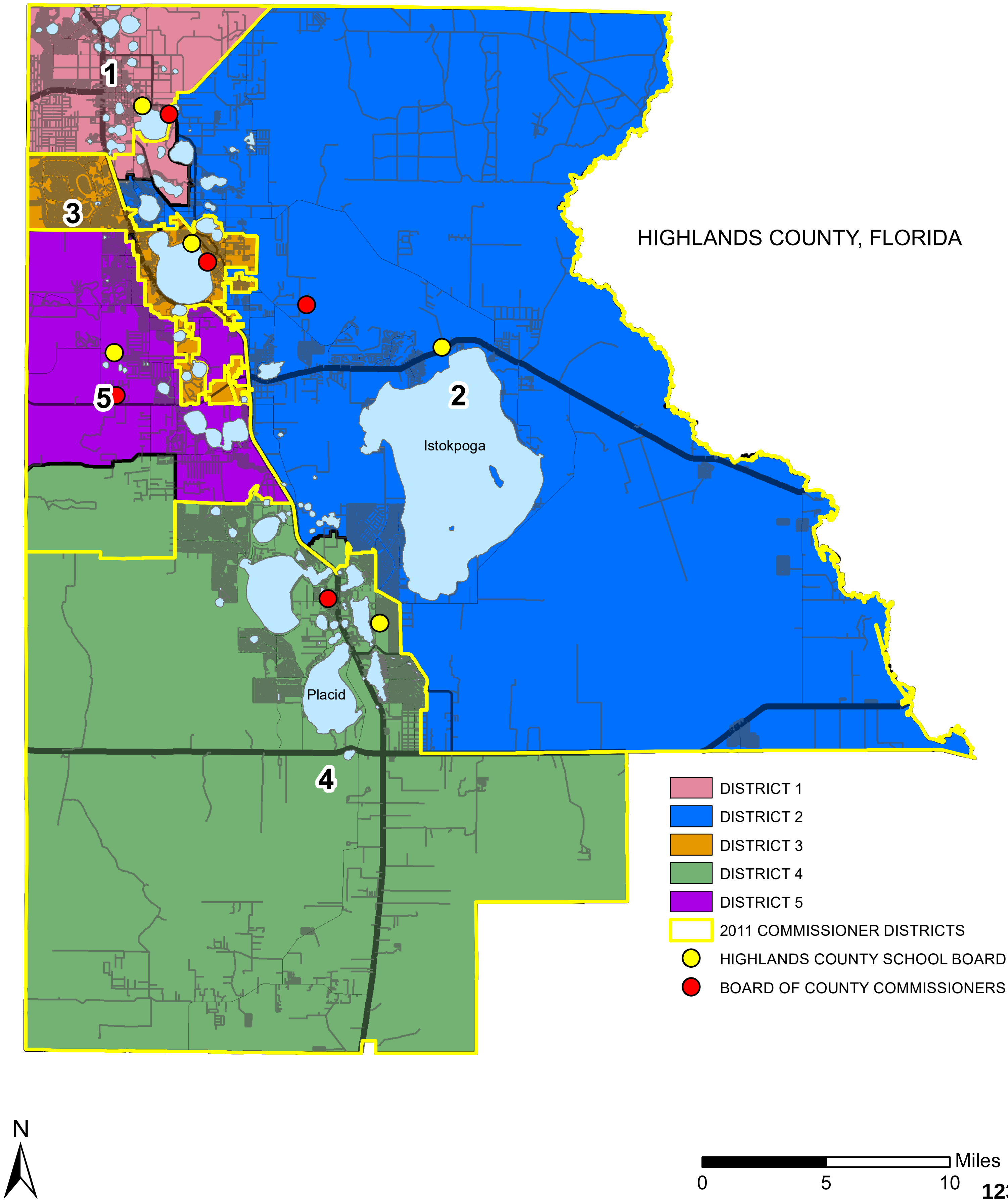
Option 2 Proposed Districts

District	County Commissioner	School Board Member	2010 Population	2020 Population	Average Population	Absolute Deviation	Deviation Percentage Variance	Minority Population	Difference between Largest & Smallest	Deviation Percentage Variance
1	Kevin Roberts	Isaac Durrance	19,147	19,325	20,247	922	4.55%	8,504	1,780	8.79%
2	Kathy Rapp	Donna Howerton	20,045	20,519	20,247	272	1.34%	4,502		
3	Scott Kirouac	Jan Shoop	20,175	21,105	20,247	858	4.24%	7,360		
4	Arlene Tuck	William "Bill" Brantley II	19,782	19,649	20,247	598	2.95%	5,280		
5	Chris Campbell	Jill Compton Twist	19,637	20,637	20,247	390	1.93%	4,040		
Total			98,786	101,235				29,686		

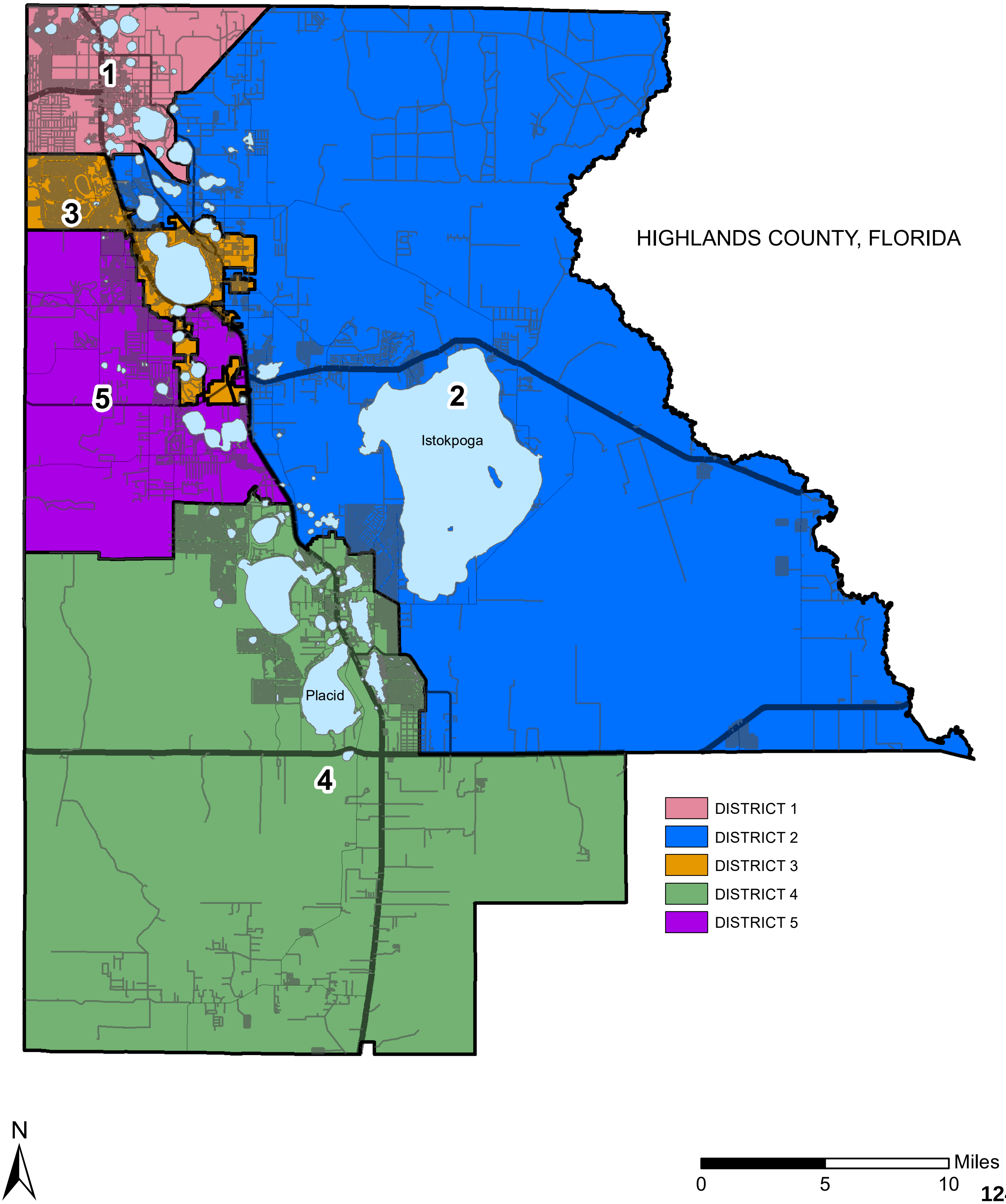
2011 COUNTY COMMISSIONER DISTRICTS

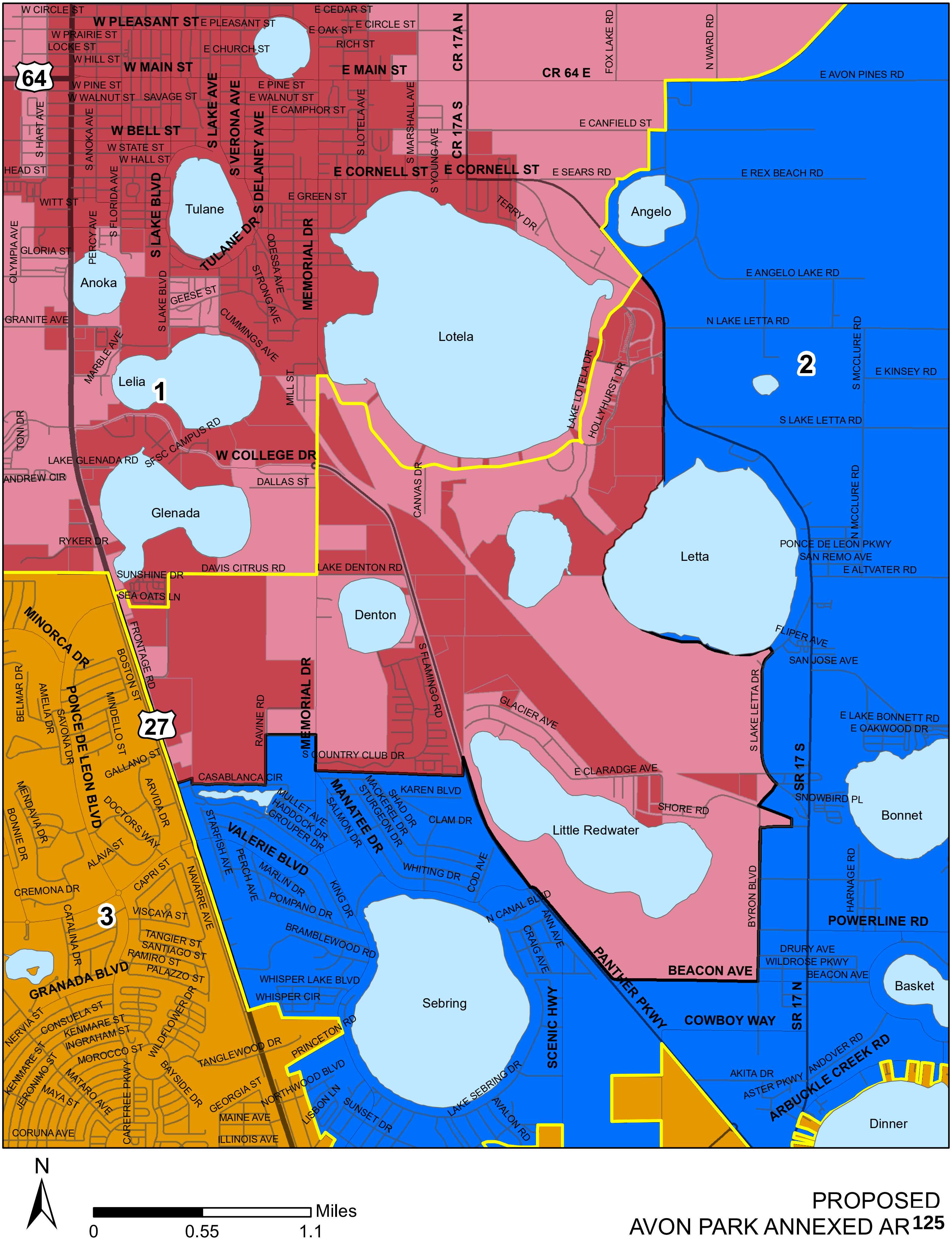


2021 PROPOSED COUNTY COMMISSIONER DISTRICTS



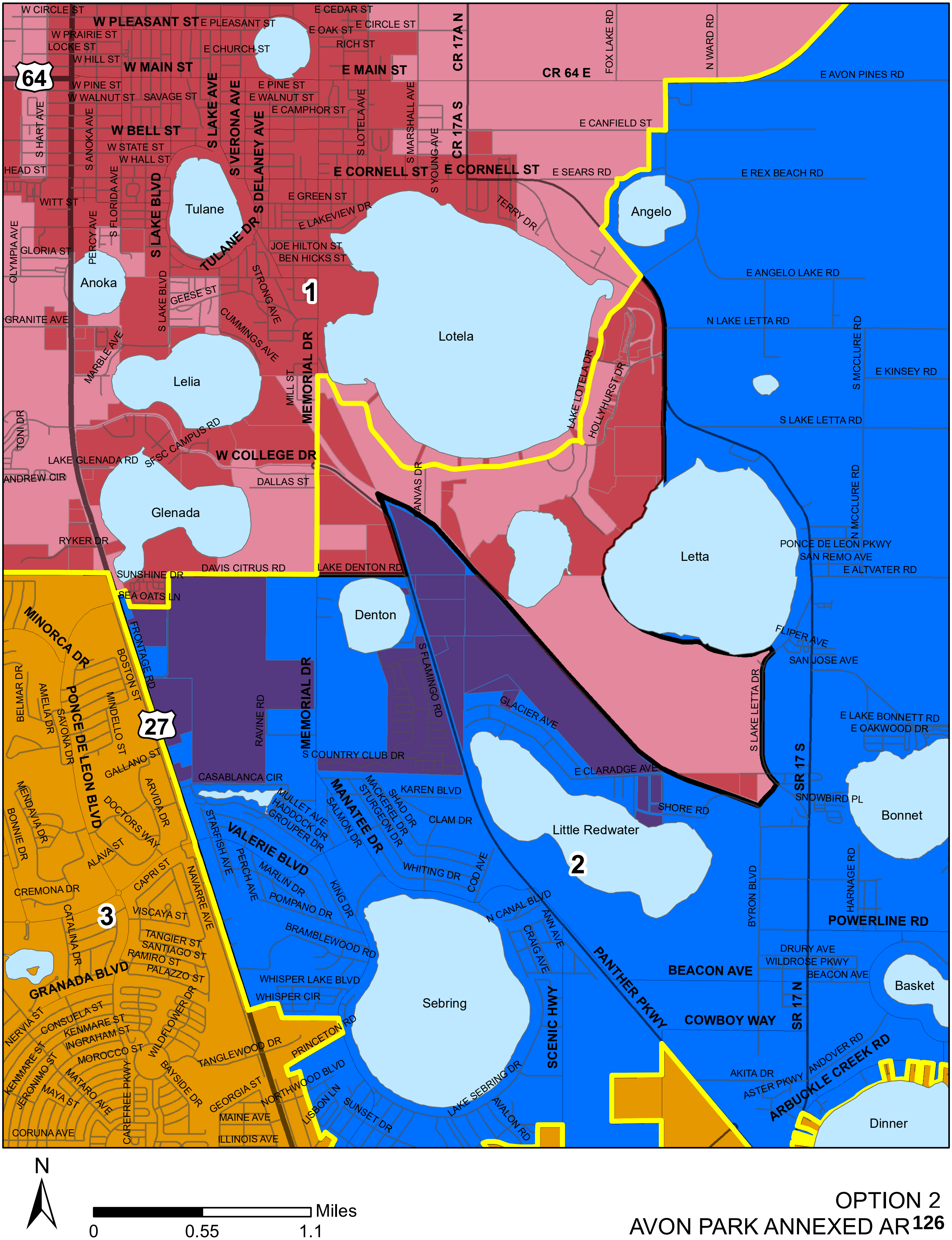
OPTION 2
2021 PROPOSED COUNTY COMMISSIONER DISTRICTS



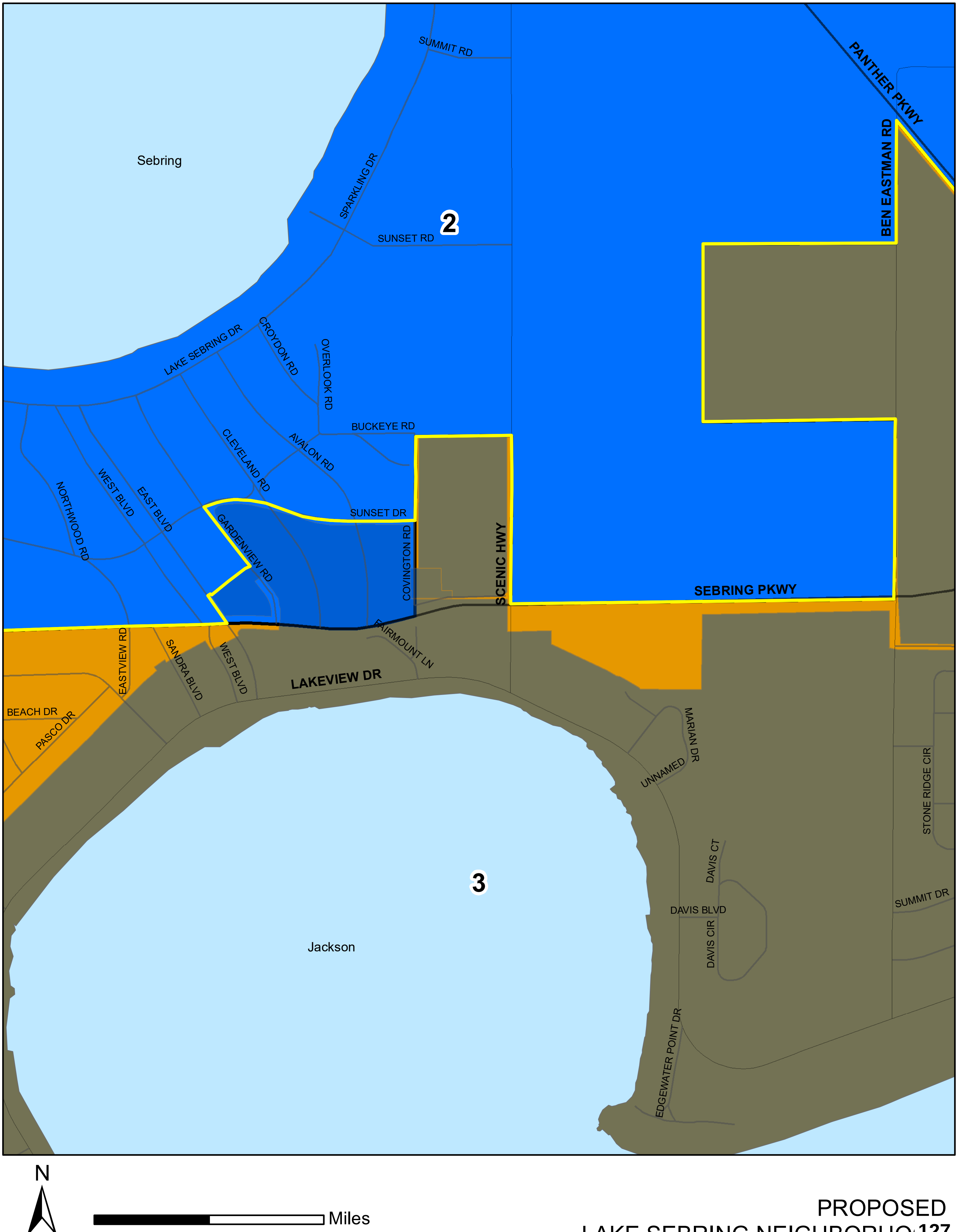


PROPOSED

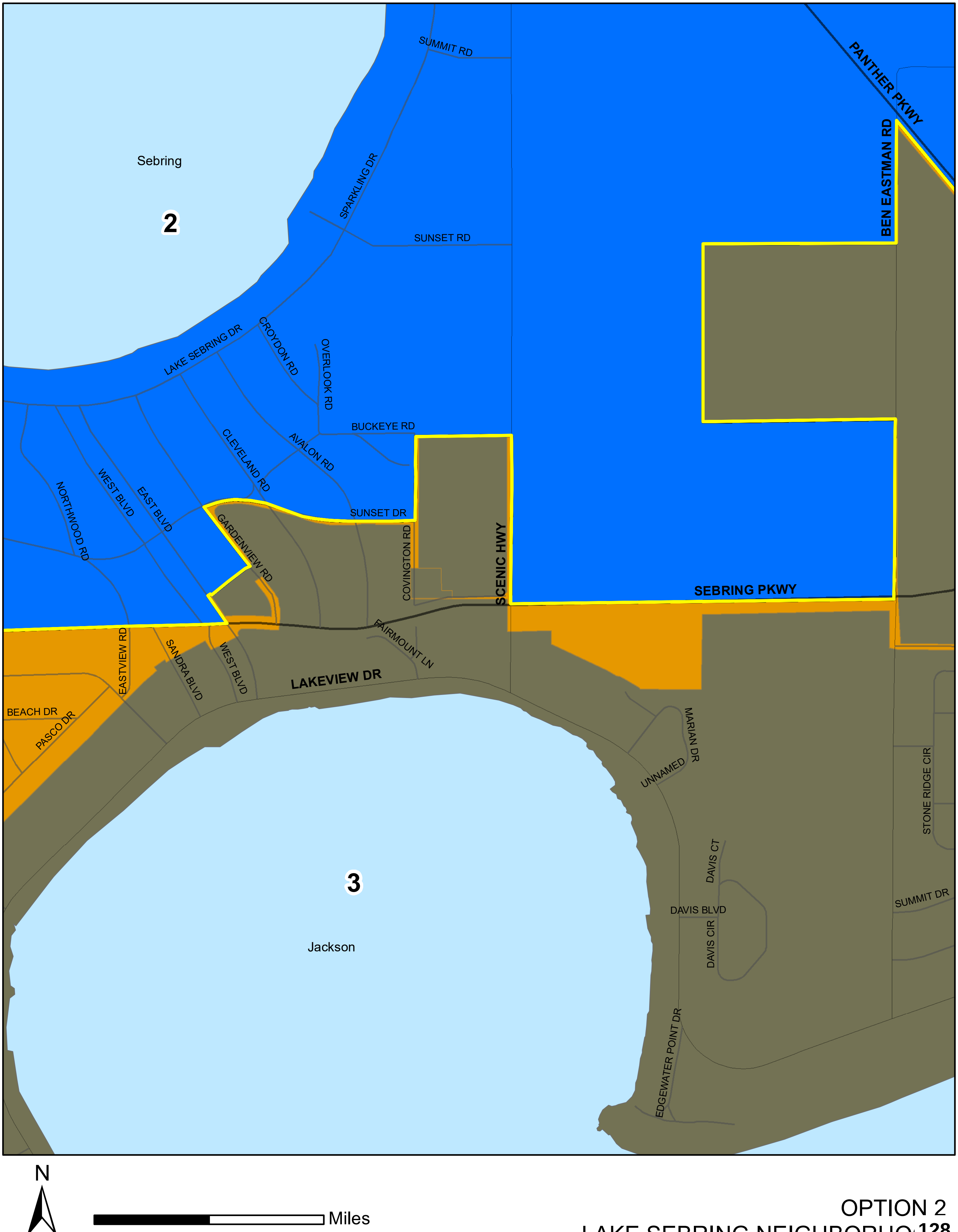
AVON PARK ANNEXED AR



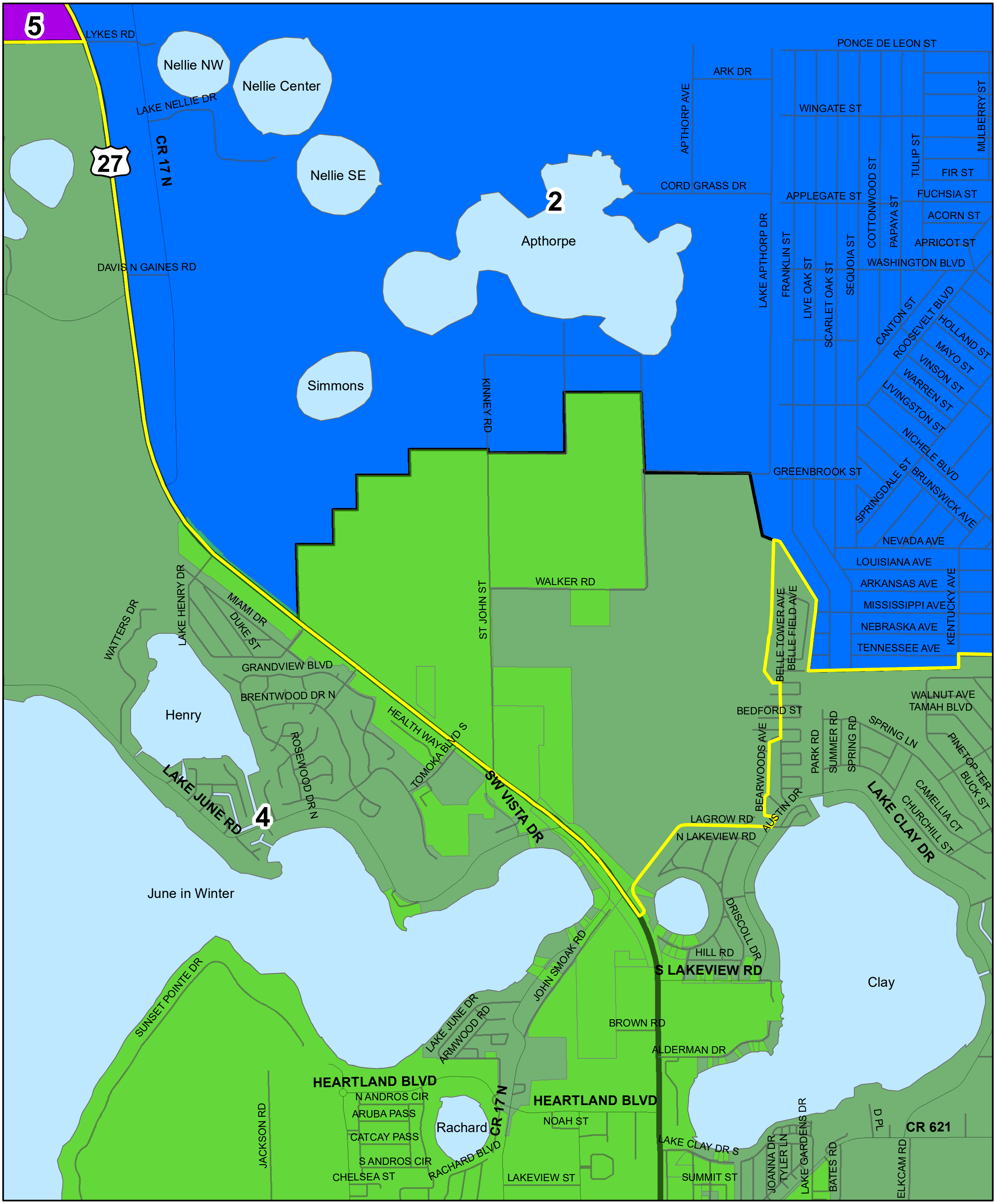
OPTION 2
AVON PARK ANNEXED AR

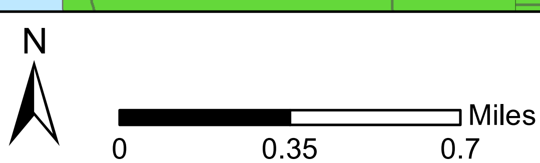


PROPOSED
LAKE SEBRING NEIGHBORHO

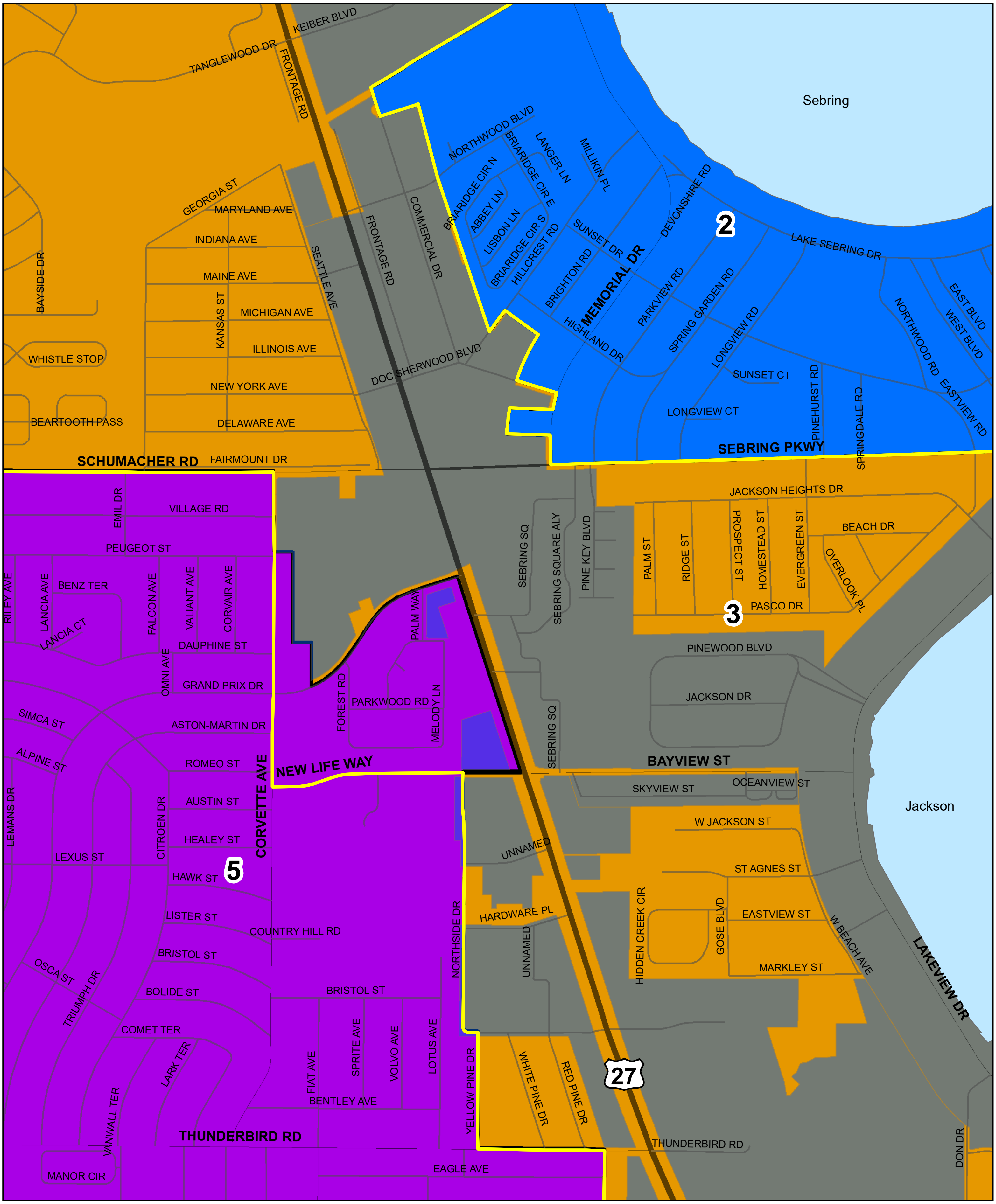


OPTION 2
LAKE SEBRING NEIGHBORHO





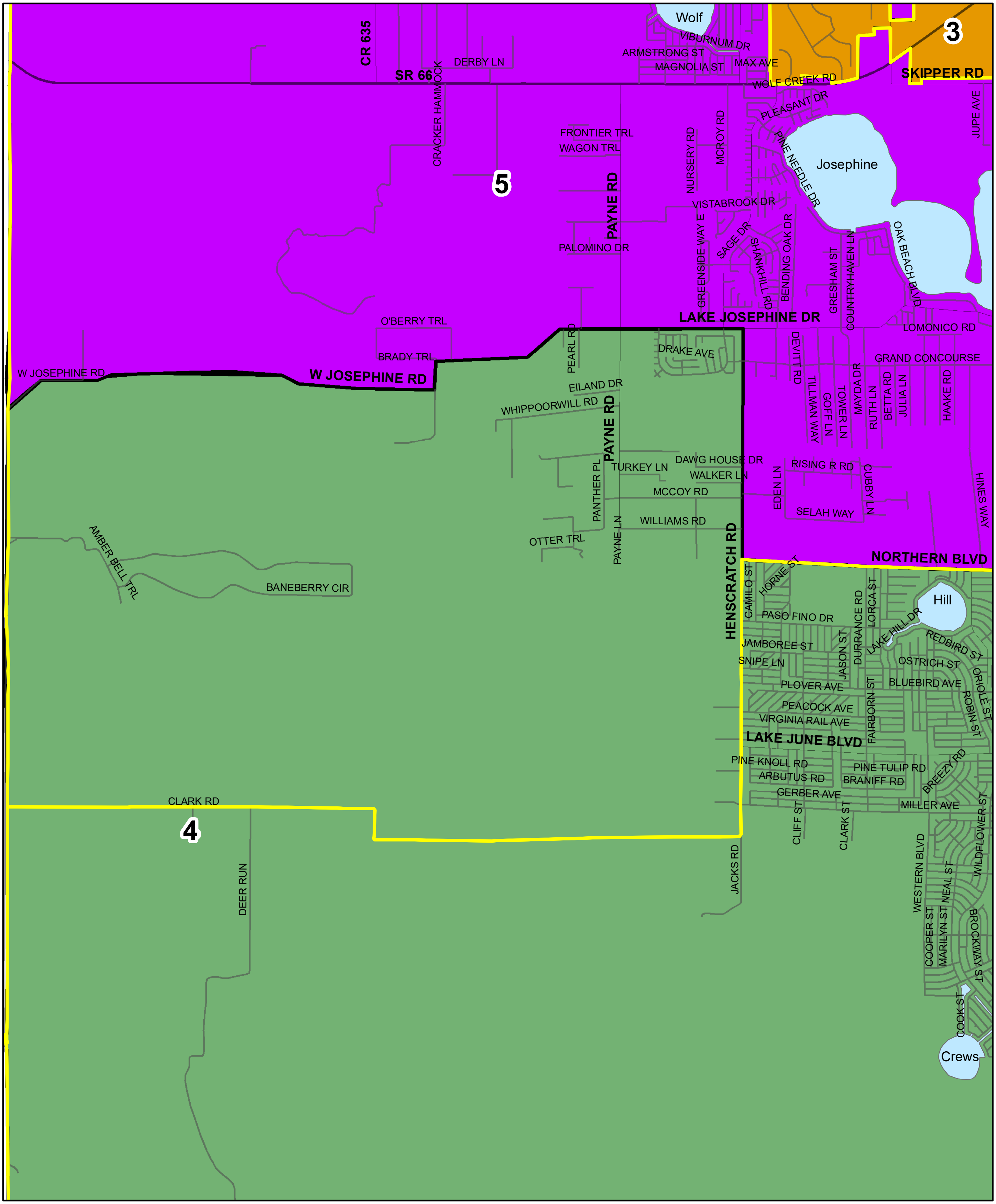
PROPOSED
LAKE PLACID ANNEXED AR



N

Miles
0 0.15 0.3

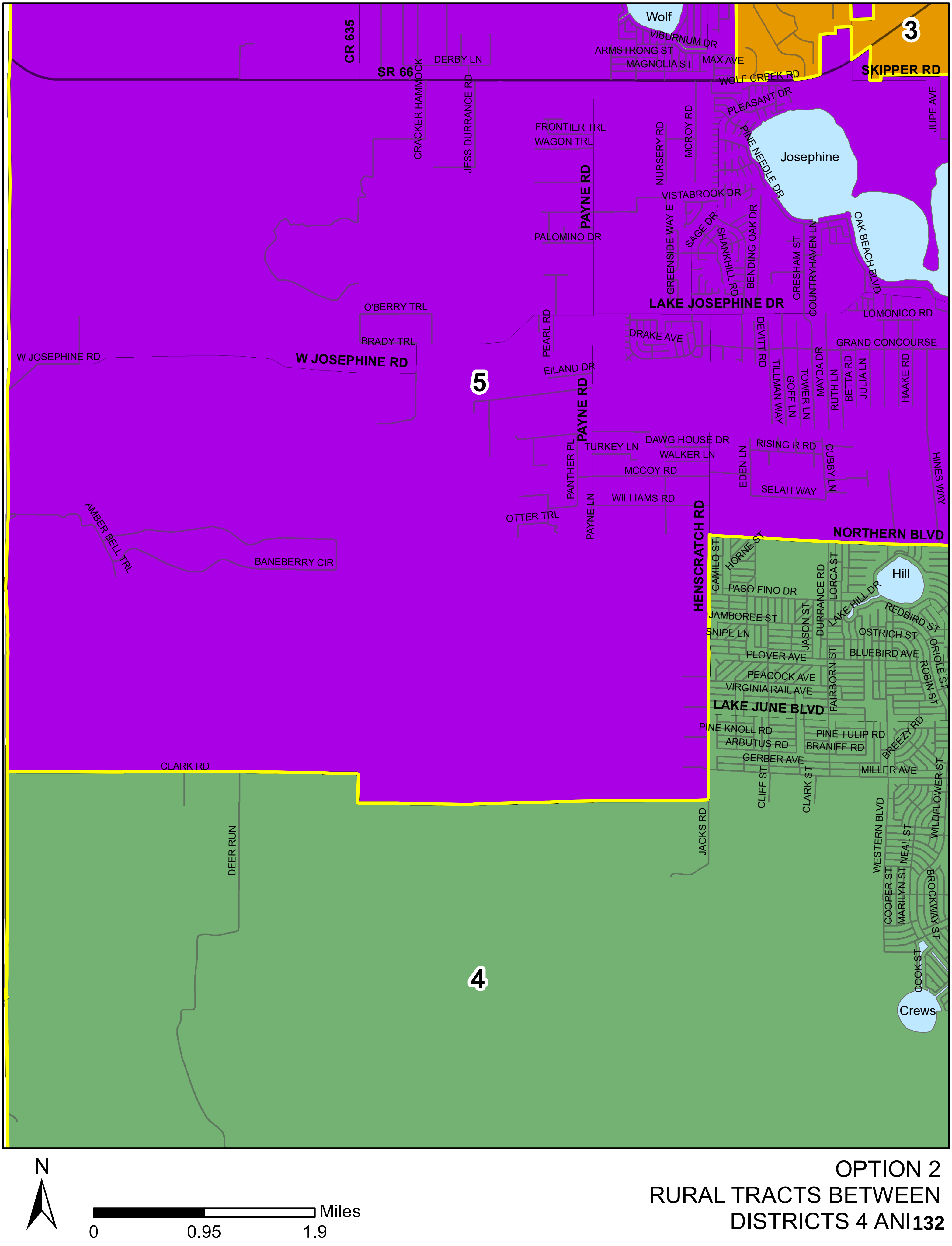
PROPOSED
GRAND PRIX HEIGHTS
SEBRING COUNTRY ESTATES/SEBRI



N

0 0.95 1.9 Miles

PROPOSED
RURAL TRACTS BETWEEN
DISTRICTS 4 ANI



OPTION 2
RURAL TRACTS BETWEEN
DISTRICTS 4 ANI

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 2, 2021

PRESENTER: **David Nitz, OMB Manager**
Tanya Cannady, Business Services Director

SUBJECT/TITLE: **Award of RFP for Infrastructure Sales Surtax Refunding Revenue Bond, Series 2021 and Adoption of Resolution 21-22-12.**

STATEMENT OF ISSUE

Due to a decrease in market interest rates, the County's Financial Advisor, PFM, issued an RFP on behalf of the County seeking proposals from financial institutions for a fixed rate, non-bank qualified, tax exempt, bank loan to (i) refund, on a current basis, the existing Infrastructure Sales Tax Revenue Bond Series 2015, (ii) finance the cost of an expansion to the County's jail facility, and (iii) pay the related costs of issuance of the 2021 Bond. Nine proposals were received and Region Capital Advantage, Inc., provided the most advantageous terms.

The Series 2021 Note will be issued in an aggregate principal amount not to exceed $21,700,000, with an interest rate of 1.52% (subject to adjustment as set forth in the Series 2021 Note), and with a maturity date of November 1, 2033.

RECOMMENDED ACTION

Move approval of award of RFP for Infrastructure Sales Surtax Refunding Revenue Bond, Series 2021, to Regions Capital Advantage, Inc., and adoption of Resolution 21-22-12.

FISCAL IMPACT

The fiscal impact is a $21,700,000 loan to the Infrastructure Surtax Fund with $11,575,000 used to refinance the Series 2015 Bond with a net increase of $10,125,000 to go toward the Jail Expansion project's initial phase.

Attachments: Supplemental Resolution 21.22.12 Infrastucture Surtax.pdf
Certificate of Public Meeting (01862200-2).DOCX

RESOLUTION NO. 21-22-12

A RESOLUTION OF HIGHLANDS COUNTY, FLORIDA AMENDING AND SUPPLEMENTING RESOLUTION NO. 02-104 OF THE COUNTY PROVIDING FOR AND AUTHORIZING THE ISSUANCE OF NOT TO EXCEED $21,700,000 PRINCIPAL AMOUNT OF HIGHLANDS COUNTY, FLORIDA INFRASTRUCTURE SALES SURTAX REFUNDING REVENUE NOTE, SERIES 2021 FOR THE PURPOSE OF (I) REFUNDING THE COUNTY'S OUTSTANDING INFRASTRUCTURE SALES SURTAX REFUNDING REVENUE NOTE, SERIES 2015, (II) FINANCING AND/OR REIMBURSING THE COST OF THE CONSTRUCTION, ACQUISITION, DESIGN, RENOVATION, AND EQUIPPING OF VARIOUS CAPITAL IMPROVEMENTS TO THE GOVERNMENTAL FACILITIES OF THE COUNTY, INCLUDING WITHOUT LIMITATION JAIL EXPANSION FACILITIES AND (III) PAYING CERTAIN COSTS AND EXPENSES RELATING TO THE ISSUANCE OF THE NOTE; MAKING CERTAIN COVENANTS AND AGREEMENTS FOR THE BENEFIT OF THE HOLDER OF SUCH NOTE; AUTHORIZING THE NEGOTIATED SALE OF SUCH NOTE TO REGIONS CAPITAL ADVANTAGE, INC.; PROVIDING FOR THE RIGHTS OF THE HOLDER OF SUCH NOTE; AUTHORIZING CERTAIN OFFICIALS AND EMPLOYEES OF THE COUNTY TO TAKE ALL ACTIONS REQUIRED IN CONNECTION WITH THE SALE, ISSUANCE AND DELIVERY OF SUCH NOTE; TAKING CERTAIN OTHER ACTIONS WITH RESPECT TO SUCH NOTE; AND PROVIDING AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Highlands County, Florida, that:

SECTION 1. Definitions. When used in this 2021 Supplemental Resolution, capitalized terms shall have the meanings given them below or in the Resolution (as defined below), unless the context clearly otherwise requires:

"Authorizing Resolution" shall mean Resolution No. 02-104 adopted by the Board of County Commissioners of Highlands County, Florida on May 21, 2002, as it may be amended and supplemented from time to time.

"Issuer" shall mean Highlands County, Florida, a political subdivision of the State of Florida.

"Lender" shall mean Regions Capital Advantage, Inc., together with its successors and assigns, as the initial Holder of the Series 2021 Note.

"Permitted Lender" shall mean any affiliate of the Lender or any bank, trust company, savings institution, insurance company or qualified institutional buyer under Rule 144A promulgated under the Securities Act of 1933 or accredited investor under Rule 501 promulgated under the Securities Act of 1933.

"Project" shall mean the construction, acquisition, design, renovation, and equipping of various capital improvements to governmental facilities of the Issuer, including without limitation jail expansion facilities.

"Refunded Note" shall mean the Issuer's Outstanding Infrastructure Sales Surtax Refunding Revenue Note, Series 2015.

"Resolution" shall mean the Authorizing Resolution as particularly amended and supplemented hereby.

"Series 2021 Construction Account" shall have the meaning ascribed thereto in Section 9 herein.

"Series 2021 Note" shall mean the Issuer's Infrastructure Sales Surtax Refunding Revenue Note, Series 2021 authorized pursuant to Section 5 hereof.

"2021 Supplemental Resolution" shall mean this Resolution, as the same may from time to time be amended, modified or supplemented by a subsequently adopted Supplemental Resolution.

SECTION 2. Authority for 2021 Supplemental Resolution. This 2021 Supplemental Resolution is a Supplemental Resolution adopted pursuant to the provisions of the Act and Ordinance No. 13-14-08 enacted by the Board of County Commissioners of the Issuer on June 17, 2014 and a successful referendum conducted pursuant thereto on August 26, 2014 and the Authorizing Resolution.

SECTION 3. Findings. It is hereby ascertained, determined and declared:

(1) That the Issuer deems it a public purpose, necessary and desirable to (i) refund the Refunded Note for net present value debt service savings and (ii) to provide for the financing and/or reimbursing of the Cost of the Project in order to preserve and protect public safety.

(2) That prior to the issuance of the Series 2021 Note, the Sales Tax Revenues will not be pledged in any manner to the payment of any other indebtedness of the Issuer except for the Refunded Note all of which will be refunded with proceeds of the Series 2021 Note.

(3) That the estimated Sales Tax Revenues will be sufficient to pay the principal of and interest on the Series 2021 Note, as the same become due, and all other payments provided for in the Resolution.

(4) That the requirements of Section 5.02 of the Authorizing Resolution for issuance of Additional Bonds will be satisfied and the Series 2021 Note will constitute an "Additional Bond" pursuant to the Authorizing Resolution.

(5) That neither the full faith and credit of the Issuer, the State of Florida, nor any political subdivision or agency thereof, shall be pledged to the payment of the principal of, redemption premium, if any, and interest on the Series 2021 Note.

(6) That the issuance of the Series 2021 Note under the provisions of the Home Rule Ordinance and the Resolution shall not directly, indirectly or contingently obligate the Issuer to levy or to pledge any form of ad valorem taxation whatsoever therefore.

(7) That the Series 2021 Note shall not be or constitute a general obligation or indebtedness of the Issuer as a "bond " within the meaning of any constitutional or statutory provision or limitation, but shall be a limited obligation of the Issuer, payable solely from and secured by a lien upon and pledge of the Pledged Funds in accordance with and to the extent set forth in the Home Rule Ordinance and in the Resolution.

(8) That no Holder of any Series 2021 Note shall ever have the right to compel the exercise of any ad valorem taxing power to pay such Series 2021 Note, or be entitled to payment of such Series 2021 Note from any moneys of the Issuer except from the Pledged Funds in the manner and to the extent set forth in the Home Rule Ordinance and in the Resolution.

(9) That the estimated sum required for the refunding of the Refunded Note will be derived from a portion of the proceeds from the sale of the Series 2021 Note.

(10) That a portion of the proceeds of the Series 2021 Note shall be used on the date of issuance of the Series 2021 Note to make payment of all presently outstanding principal of and accrued and unpaid interest on the Refunded Note as the same is redeemed on the date the Series 2021 Note is issued.

(11) That the cost associated with such refunding program shall be deemed to include legal expenses, fiscal expenses, expenses for estimates of cost and of revenues, accounting expenses, accrued interest and such other expenses as may be necessary or incidental for the refunding of the Refunded Note and financing and/or reimbursing the Cost of the Project.

(12) That, because of the characteristics of the Series 2021 Note, prevailing market conditions, and additional savings to be realized from an expeditious sale of the Series 2021 Note, it is in the best interest of the Issuer to accept the proposal of the Lender to provide a loan to the Issuer, as subsequently clarified, in response to the Issuer's request for proposals to purchase the Series 2021 Note at a private negotiated sale. At or prior to the time of the purchase of the Series 2021 Note by the Lender on the date of issuance of the Series 2021 Note to evidence such loan, the Issuer shall receive from the Lender a Lender's Certificate, substantially in the form attached hereto as Exhibit B, and a Disclosure Letter containing the information required by Section 218.385, Florida Statutes, substantially in the form attached hereto as Exhibit C.

(13) That this 2021 Supplemental Resolution shall be a Supplemental Resolution as such term is defined in the Resolution.

SECTION 4. Authorization of Refunding and Project. The Issuer does hereby authorize (i) refunding of the Refunded Note, (ii) financing and/or reimbursing the Cost of the Project, and (iii) paying certain costs and expenses relating to the issuance of the Series 2021 Note.

SECTION 5. Authorization of Series 2021 Note. The Series 2021 Note entitled to the benefit, protection and security of the Resolution is hereby authorized for the principal purposes described above, and shall be designated as, and shall be distinguished from the Bonds (including without limitation notes) of all other Series by the title "Highlands County, Florida Infrastructure Sales Surtax Refunding Revenue Note, Series 2021." Such Series 2021 Note shall for all purposes be considered to be issued under the authority of the Resolution, and shall be entitled to all the protection and security provided in the Resolution for Bonds issued thereunder. Such Series 2021 Note shall be issued in an aggregate principal amount of not to exceed $21,700,000; provided the Issuer may change such series designations in the event that the total authorized amount of the Series 2021 Note is not issued in a simultaneous transaction or the Series 2021 Note is not issued in calendar year 2021.

The Series 2021 Note shall be dated as of its date of delivery or such other date as may be set forth by Supplemental Resolution of the Issuer; shall be issued as a fully registered Note; and payments of principal of and interest on the Series 2021 Note shall be payable by check or bank wire transfer at such place as the Holder of the Series 2021 Note may designate to the Paying Agent and Registrar (as hereinafter appointed) in writing.

Principal and interest on the Series 2021 Note shall be paid from amounts in the Interest Account and the Bond Amortization Account, pursuant to Section 4.05(A)(1) and (3), respectively, of the Authorizing Resolution, in the amounts described below.

The Series 2021 Note shall mature on November 1, 2033 and shall bear interest payable to the Holder thereof semi-annually in arrears on each May 1st and November 1st (each an "Interest Date" for the Series 2021 Note as such term is used in the Resolution), commencing May 1, 2022 at an initial fixed annual interest rate of 1.52% (subject to adjustment as set forth in the Series 2021 Note). All interest payments shall be calculated on a 30/360 basis. Principal on such Series 2021 Note shall be payable annually on each November 1st in the amounts and years set forth in the Series 2021 Note.

On or prior November 10, 2028, the Series 2021 Note is not subject to optional redemption. Thereafter, the Series 2021 Note may be subject to redemption prior to its maturity, at the option of the Issuer, on any business day in whole or in part (and if in part, in inverse order of maturing installments of principal thereof) at a Redemption Price equal to 100% of the principal amount of the Series 2021 Note to be redeemed, plus accrued interest to the redemption date. Notice of such redemption shall, at least ten (10) days prior to the redemption date, be given to the Holder of the Series 2021 Note.

SECTION 6. Description of Series 2021 Note. The Series 2021 Note is to be in substantially the form set forth in Exhibit A attached hereto, together with such non-material changes as shall be approved by the Chairman, such approval to be conclusively evidenced by the execution thereof by the Chairman. The Series 2021 Note shall be executed on behalf of the Issuer with the manual or facsimile signature of the Chairman, shall be attested and countersigned by or bear the facsimile signature of the Clerk, and shall be approved as to form with the manual or facsimile signature of the County Attorney. The official seal of the Issuer shall be imprinted on the Series 2021 Note. In case any one or more of the officers who shall have signed or sealed the Series 2021 Note or whose facsimile signature shall appear thereon shall cease to be such officer of the Issuer before the Series 2021 Note so signed and sealed has been actually sold and delivered, the Series 2021 Note may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed the Series 2021 Note had not ceased to hold such office. The Series 2021 Note may be signed and sealed on behalf of the Issuer by such person who at the actual time of the execution of the Series 2021 Note shall hold the proper office of the Issuer, although, at the date of the Series 2021 Note, such person may not have held such office or may not have been so authorized. The Issuer may adopt and use for such purposes the facsimile signatures of any such persons who shall have held such offices at any time after the date of the adoption of this 2021 Supplemental Resolution, notwithstanding that either or both shall have ceased to hold such office at the time the Series 2021 Note shall be actually sold and delivered. The Series 2021 Note evidences a loan from the Lender to the Issuer and will be initially registered to the Lender upon its issuance. So long as the Series 2021 Note shall remain unpaid, the Issuer will keep books for the registration and transfer of the Series 2021 Note. The Series 2021 Note shall be transferable only upon such registration books, upon surrender thereof to the Issuer, together with an assignment duly executed by the Holder of the Series 2021 Note or its attorney or legal representative in the form of the assignment set forth on the form of the Series 2021 Note. Notwithstanding anything herein to the contrary, the Series 2021 Note may be transferred only to a Permitted Lender. Any former and new Holder of the Series 2021 Note agrees to notify the Issuer immediately if such a transfer should occur, and such notice shall designate any further or different addresses to which subsequent notices, certificates or other communications will be sent.

SECTION 7. Amendments to Authorizing Resolution. By purchase of the Series 2021 Note, the Owner of the Series 2021 Note shall be deemed to have consented to the following amendments to the Authorizing Resolution, which shall become effective upon the issuance of the Series 2021 Note:

(a) The definition of "Reserve Account Requirement" in Section 1.01 is hereby amended and restated in its entirety as follows:

> "Reserve Account Requirement" shall mean an amount determined pursuant to Supplemental Resolution. Further, the Issuer may establish by Supplemental Resolution the amount of the Reserve Account Requirement applicable to a subaccount hereafter created in the Reserve Account to secure a Series of Bonds pursuant to Section 4.05(A)(4) hereof, which can be $0.

(b) Section 3.03 is hereby amended and restated in its entirety as follows:

> Notice of Redemption. Unless otherwise provided for in the Supplemental Resolution, notice of any redemption made pursuant to this section shall be given by the Registrar on behalf of the Issuer by mailing a copy of an official redemption notice by registered or certified mail at least thirty days and not more than sixty days prior to the date fixed for redemption to each Holder of Bonds to be redeemed at the address of such Holder shown on the registration books maintained by the Registrar or at such other address as shall be furnished in writing by such Holder to the Registrar; provided, however, that no defect in any notice given pursuant to this Section to any Holder of Bonds to be redeemed nor failure to give such notice shall in any manner defeat the effectiveness of a call for redemption as to all other Holders of Bonds to be redeemed.
>
> Every official notice of redemption shall be dated and shall state:
> 1. the redemption date,
> 2. the Redemption Price,
> 3. if less than all Outstanding Bonds are to be redeemed, the number (and, in the case of a partial redemption of any Bond, the principal amount) of each Bond to be redeemed,
> 4. that, on the redemption date, the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date, and

5. that such Bonds to be redeemed, whether as a whole or in part, are to be surrendered for payment of the Redemption Price at the designated office of the Registrar.

Prior to any redemption date, the Issuer shall deposit with the Registrar an amount of money sufficient to pay the Redemption Price of all the Bonds or portions of Bonds which are to be redeemed on that date.

Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall, on the redemption date, become due and payable at the Redemption Price therein specified, and from and after such date (unless the Issuer shall default in the payment of the Redemption Price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Registrar at the Redemption Price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the Holder a new Bond or Bonds of the same maturity in the amount of the unpaid principal of such partially redeemed Bond. All Bonds which have been redeemed shall be canceled and destroyed by the Registrar and shall not be reissued.

Notwithstanding the foregoing or any other provision hereof, notice of optional redemption pursuant to this Section 3.03 may be conditioned upon the occurrence or non-occurrence of such event or events as shall be specified in such notice of optional redemption and may also be subject to rescission by the Issuer if expressly set forth in such notice.

(c) Section 4.04 is hereby amended and restated in its entirety as follows:

Funds and Accounts. The Issuer covenants and agrees to establish separate funds to be known as the "Highlands County Infrastructure Sales Surtax Revenue Bonds Revenue Fund" (the "Revenue Fund"), the "Highlands County Infrastructure Sales Surtax Revenue Bonds Debt Service Fund" (the "Debt Service Fund") and the "Highlands County Infrastructure Sales Surtax Revenue Bonds, Series 2002 Rebate Fund" (the "Rebate Fund"). The Issuer shall maintain in the Revenue Fund two accounts: the "Restricted Revenue Account" and the "Unrestricted Revenue Account." The Issuer shall maintain in the Debt Service Fund four accounts: the "Interest Account," the "Principal Account," the "Bond Amortization Account," and the "Reserve Account." The Issuer may by Supplemental Resolution establish a subaccount or subaccounts in the Reserve Account. Moneys in the aforementioned funds and accounts, other than the Unrestricted Revenue Account and the Rebate Fund, until applied in accordance with the provisions hereof, shall be subject to a lien and charge in favor of the Holders and for the further security of the Holders.

(d) Section 4.05(A)(4) is hereby amended and restated in its entirety as follows:

Reserve Account. Next, the Issuer shall deposit into or credit to the Reserve Account and/or any subaccount created therein in the manner described below a sum sufficient to maintain therein an amount equal to the applicable Reserve Account Requirement. Moneys in the Reserve Account (or any subaccount therein) shall be used only for the purpose of the payment of maturing principal, interest or Amortization Installments on the Bonds which are secured thereby when the other moneys in the Debt Service Fund are insufficient therefor, and for no other purpose. However, whenever the moneys on deposit in the Reserve Account (or any subaccount therein) exceed the applicable Reserve Account Requirement, such excess shall be withdrawn and deposited into the Interest Account.

Upon the issuance of any Additional Bonds under the terms, limitations and conditions as herein provided, the Issuer may, on the date of delivery of such Additional Bonds, create and establish a separate subaccount in the Reserve Account to secure such Series of Bonds, and may also establish an applicable Reserve Account Requirement. Such required sum may be paid in full or in part from the proceeds of such Additional Bonds.

Notwithstanding the foregoing provisions, in lieu of the required cash deposits into the Reserve Account (or any subaccounts therein) , subject to the written consent of the Insurer or Insurers, the Issuer may, at any time, cause to be deposited into the Reserve Account (or any subaccounts therein) a surety bond, irrevocable letter of credit, guaranty or an insurance policy for the benefit of the applicable Bondholders in an amount equal to the difference between the applicable Reserve Account Requirement and the sums then on deposit in the Reserve Account and/or subaccount therein. Such surety bond, irrevocable letter of credit, guaranty or insurance policy shall be payable to the Paying Agent (upon the giving of notice as required thereunder) on any Interest Date on which a deficiency exists which cannot be cured by funds in any other fund or account held pursuant to this Resolution and available for such purpose. Repayment of draws made from a surety bond, irrevocable letter of credit, guaranty or an insurance policy provided pursuant to this paragraph, shall be made in accordance with a Supplemental Resolution.

Funds which are withdrawn from the Reserve Account (or any subaccount therein) (i) if such funds derive from proceeds of the Bonds, shall be used to pay the Cost of the Project, or shall be deposited in the Restricted

Revenue Account to be used to pay debt service on the applicable Bonds, or (ii) if such funds do not derive from proceeds of the Bonds, shall be used for any lawful purpose.

Whenever the amount in the Reserve Account (or any subaccount therein), together with the other amounts in the Debt Service Fund, are sufficient to fully pay all applicable Outstanding Bonds in accordance with their terms (including principal or applicable Redemption Price and interest thereon), the funds on deposit in the Reserve Account (or any subaccounts therein) may be transferred to the other accounts of the Debt Service Fund for the payment of such Bonds.

(e) Section 4.06 is hereby amended and restated in its entirety as follows:

Investments. The Construction Fund, the Restricted Revenue Account and the Debt Service Fund shall be continuously secured in the manner by which the deposit of public funds are authorized to be secured by the laws of the State. Moneys on deposit in the Construction Fund, the Restricted Revenue Account and the Debt Service Fund may be invested and reinvested in Permitted Investments maturing not later than the date on which the moneys therein will be needed. Any and all income received by the Issuer from the investment of moneys in each account of the Construction Fund, the Interest Account, the Principal Account, the Bond Amortization Account, and the Reserve Account (or any subaccount therein) (but only to the extent that the amount therein is less than the applicable Reserve Account Requirement) and the Restricted Revenue Account shall be retained in such respective Fund or Account (or any subaccount therein) unless otherwise required by applicable law. To the extent that the amount in the Reserve Account (or any subaccount therein) is equal to or greater than the applicable Reserve Account Requirement, any and all income received by the Issuer from the investment of moneys therein shall be transferred, upon receipt, and deposited into the Interest Account.

Investments on deposit in each fund or account created by this Resolution (except the Unrestricted Revenue Account and the Rebate Fund) shall be valued annually on each November 1st.

Nothing contained in this Resolution shall prevent any Permitted Investments acquired as investments of or security for funds held under this Resolution from being issued or held in book-entry form on the books of the Department of the Treasury of the United States.

SECTION 8. No Reserve Funding. The Series 2021 Note shall not be secured by any amounts or surety bonds on deposit in the Reserve Account or any subaccount created therein, and the Reserve Account Requirement, with respect to the Series 2021 Note shall equal $0.

SECTION 9. Application of Series 2021 Note Proceeds. Together with other legally available funds of the Issuer, the proceeds derived from the sale of the Series 2021 Note, shall, simultaneously with the delivery of the Series 2021 Note to the Lender, be applied by the Issuer as follows:

(A) An amount, as set herein, which shall be sufficient to pay the principal of, premium, if any, and interest on the Refunded Note on the date of issuance of the Series 2021 Note as the same shall be redeemed, shall be transferred to the Holder of the Refunded Note.

Subject to the execution and delivery of the Series 2021 Note for the purpose of refunding of the Refunded Note, the Issuer hereby irrevocably calls the Refunded Note for early redemption on the date of issuance of the Series 2021 Note.

(B) The balance of the proceeds of the Series 2021 Note remaining after the refunding of the Refunded Note shall be deposited in the Series 2021 Construction Account hereinafter established and applied to the Costs of the Project and to pay all costs and expenses in connection with the preparation and issuance of the Series 2021 Note (including but not limited to legal and financial advisory fees and expenses).

The Issuer hereby establishes the "Series 2021 Construction Account" in the Construction Fund. The designation and establishment of the Series 2021 Construction Account by this 2021 Supplemental Resolution shall not be construed to require the establishment of a completely independent, self-balancing fund as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain assets of the Issuer for certain purposes and to establish certain priorities for application of such assets as herein provided. Amounts on deposit from time to time in the Series 2021 Construction Account, plus any earnings thereon, are pledged to the repayment of the Series 2021 Note.

SECTION 10. Intent to Reimburse. The Board of County Commissioners of the Issuer hereby expresses its intention that the Issuer be reimbursed from the proceeds of the 2021 Note for a portion of the Cost relating to the Project. Pending reimbursement, the Issuer expects to use funds on deposit in the Issuer's general fund or other appropriate fund or account to pay such Cost. This 2021 Supplemental Resolution is intended to constitute with respect to the Project a "declaration of official intent" within the meaning of Section 1.150-2 of the Income Tax Regulations.

SECTION 11. Sale of the Series 2021 Note. The Series 2021 Note shall be sold to the Lender at a price of par. The Issuer acknowledges and agrees that the Lender is purchasing the Series 2021 Note in evidence of a privately negotiated loan and in that connection the Series

2021 Note shall not be (A) assigned a separate rating by any municipal securities rating agency, (B) registered with The Depositary Trust Company or any other securities depository, (C) issued pursuant to any type of offering document or official statement or (D) assigned a CUSIP number by Standard & Poor's CUSIP Service.

SECTION 12. Appointment of Registrar and Paying Agent. The Issuer hereby appoints the Clerk as the Registrar and Paying Agent for the Series 2021 Note.

SECTION 13. Financial Information. At no cost to the Holder of the Series 2021 Note, the Issuer shall provide the Holder of the Series 2021 Note with a copy of its annual budget within 30 days following adoption. At no cost to the Holder of the Series 2021 Note, the Issuer shall provide the Holder of the Series 2021 Note with annual audited financial statements for each Fiscal Year of the Issuer when available and in no event later than 270 days after the close of such fiscal year, prepared in accordance with applicable law and generally accepted accounting principles and audited by an independent certified public accountant. The Issuer shall provide the Holder of the Series 2021 Note any other information it may reasonably request. All accounting terms not specifically defined or specified herein shall have the meanings attributed to such terms under generally accepted accounting principles as in effect from time to time, consistently applied.

SECTION 14. U.S. Patriot Act. The Issuer represents and warrants to the Lender that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of any such person. The Issuer further represents and warrants to the Lender that, to its knowledge, the Issuer and its principals, shareholders, members, partners, or affiliates, as applicable, are not directly or indirectly, engaged in, nor facilitating, the transactions contemplated by this 2021 Supplemental Resolution on behalf of any person named as a Specially Designated National and Blocked Person.

SECTION 15. Waiver of Jury Trial. To the extent permitted by applicable law, each of the Issuer and the Holder of the Series 2021 Note, by acceptance of the Series 2021 Note, irrevocable and voluntarily waives any right it may have to a trial by jury with respect to any controversy or claim between the Issuer and the Holder of the Series 2021 Note, whether arising in contract or tort or by statute, including but not limited to any controversy or claim that arises out of or relates to this 2021 Supplemental Resolution or any of the other documents relating to the Series 2021 Note. This provision is a material inducement for the Lender's determination to make a loan as evidenced by the Series 2021 Note.

SECTION 16. Role of Lender. The Issuer understands and acknowledges that the Lender and its representatives are not registered municipal advisors and do not provide advice to municipal entities or obligated persons with respect to municipal financial products or the issuance of municipal securities (including regarding the structure, timing, terms and similar matters concerning municipal financial products or municipal securities issuances) or engage in the solicitation of municipal entities or obligated persons for the provision by non-affiliated persons of municipal advisory services and/or investment advisory services. With respect to this 2021 Supplemental Resolution and the Series 2021 Note and any other information, materials or communications provided by the Lender: (a) the Lender and its representatives are not recommending an action to any municipal entity or obligated person, (b) the Lender and its representatives are not acting as an advisor to any municipal entity or obligated person and do not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to any municipal entity or obligated person with respect to this Ordinance, information, materials or communications; (c) the Lender and its representatives are acting for their own interests; and (d) the Issuer has been informed that the Issuer should discuss this 2021 Supplemental Resolution and the Series 2021 Note and any such other information, materials or communications with any and all internal and external advisors and experts that the Issuer deems appropriate before acting on this 2021 Supplemental Resolution or any such other information, materials or communications.

SECTION 17. General Authority. The members of the Board of County Commissioners of the Issuer, the County Administrator, the Clerk, the County Attorney and all other of the Issuer's officers, attorneys and other agents and employees are hereby authorized to perform all acts and things required of them by the Resolution or desirable or consistent with the requirements hereof for the full, punctual and complete performance of all of the terms, covenants and agreements contained in the Series 2021 Note and the Resolution, and they are hereby authorized to execute and deliver all documents which shall be required by Bond Counsel or the Lender to effectuate the sale of the Series 2021 Note to the Lender.

SECTION 18. No Third Party Beneficiaries. Except such other Persons as may be expressly described herein or in the Series 2021 Note, nothing in the Resolution, any Supplemental Resolution or in the Series 2021 Note, expressed or implied, is intended or shall be construed to confer upon any Person, other than the Issuer, the Holder of the Series 2021 Note, any right, remedy or claim, legal or equitable, under and by reason of the Resolution or any Supplemental Resolution or any provision hereof or thereof, or of the Series 2021 Note, all provisions hereof and thereof being intended to be and being for the sole and exclusive benefit of the Issuer, the Lender and the Persons who shall from time to time be the Holder of the Series 2021 Note.

SECTION 19. No Personal Liability. Neither the members of the Board of County Commissioners of the Issuer, the Clerk, nor any person executing the Series 2021 Note shall be personally liable therefore or be subject to any personal liability or accountability by reason of the issuance thereof.

SECTION 20. Severability of Invalid Provisions. If any one or more of the covenants, agreements or provisions of the Resolution shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements and provisions of the Resolution and shall in no way affect the validity of any of the other covenants, agreements or provisions hereof or of the Series 2021 Note issued thereunder and hereunder.

SECTION 21. Repeal of Inconsistent Resolutions. All resolutions or parts thereof in conflict herewith are hereby superseded and repealed to the extent of such conflict.

SECTION 22. Effective Date. This 2021 Supplemental Resolution shall take effect immediately upon its adoption this 2nd day of November, 2021.

HIGHLANDS COUNTY, FLORIDA

(SEAL)

____
Chairman of the Board of County Commissioners

ATTEST:

____
Deputy Clerk of the
Board of County Commissioners

APPROVED AS TO FORM:

____
County Attorney

APPROVED AS TO BUDGETARY REQUIREMENTS:

____
Office of Management and Budget

EXHIBIT A

FORM OF SERIES 2021 NOTE

$21,614,000

UNITED STATES OF AMERICA
STATE OF FLORIDA
HIGHLANDS COUNTY, FLORIDA
INFRASTRUCTURE SALES SURTAX REFUNDING REVENUE NOTE, SERIES 2021

Initial Interest Rate	Maturity Date	Date of Original Issue
1.52%, as may be adjusted as described below	November 1, 2033	November 10, 2021

Registered Holder: REGIONS CAPITAL ADVANTAGE, INC.

Principal Amount: TWENTY-ONE MILLION SIX HUNDRED FOURTEEN THOUSAND DOLLARS

KNOW ALL MEN BY THESE PRESENTS, that Highlands County, Florida, a political subdivision of the State of Florida (the "Issuer"), for value received, hereby promises to pay, solely from the Pledged Funds hereinafter defined, to the Registered Holder identified above, or registered assigns as hereinafter provided, the Principal Amount identified above, together with interest at an interest rate of 1.52% (subject to adjustment as described herein and/or in the Resolution), calculated on a 30/360 basis, on May 1st and November 1st of each year commencing May 1, 2022 until such Principal Amount shall have been paid, except as the provisions hereinafter set forth with respect to redemption prior to maturity may be or become applicable hereto.

IT IS EXPRESSLY AGREED BY THE REGISTERED HOLDER OF THIS NOTE THAT NEITHER THE FULL FAITH AND CREDIT OF THE ISSUER, THE STATE OF FLORIDA, NOR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF, SHALL BE PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, REDEMPTION PREMIUM, IF ANY, AND INTEREST ON THIS NOTE, THAT THE ISSUANCE OF THIS NOTE UNDER THE PROVISIONS OF THE HEREINAFTER DEFINED RESOLUTION SHALL NOT DIRECTLY, INDIRECTLY OR CONTINGENTLY OBLIGATE THE ISSUER TO LEVY OR TO PLEDGE ANY FORM OF AD VALOREM TAXATION WHATEVER THEREFORE, THAT THIS NOTE SHALL NOT BE OR CONSTITUTE A GENERAL OBLIGATION OR INDEBTEDNESS OF THE ISSUER AS A "BOND" WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION, BUT SHALL BE A LIMITED OBLIGATION OF THE ISSUER, PAYABLE SOLELY FROM AND SECURED BY A LIEN UPON AND PLEDGE OF THE

PLEDGED FUNDS IN ACCORDANCE WITH AND TO THE EXTENT SET FORTH IN THE RESOLUTION, AND THAT HE OR SHE SHALL NEVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER TO PAY THIS NOTE OR BE ENTITLED TO PAYMENT OF THIS NOTE FROM ANY MONEYS OF THE ISSUER EXCEPT FROM THE PLEDGED FUNDS IN THE MANNER AND TO THE EXTENT SET FORTH IN THE RESOLUTION.

Principal, unless earlier prepaid, shall be paid on November 1 in each year as follows:

Date	Principal Amount
2022	$2,832,000
2023	2,868,000
2024	2,915,000
2025	2,960,000
2026	1,190,000
2027	1,208,000
2028	1,226,000
2029	1,245,000
2030	1,263,000
2031	1,283,000
2032	1,302,000
2033	1,322,000

On or prior November 10, 2028, this Note is not subject to optional redemption. Thereafter, this Note may be subject to redemption prior to its maturity, at the option of the Issuer, on any business day in whole or in part (and if in part, in inverse order of maturing installments of principal thereof) at a Redemption Price equal to 100% of the principal amount of this Note to be redeemed, plus accrued interest to the redemption date. Notice of such redemption shall, at least ten (10) days prior to the redemption date, be given to the Registered Holder.

This Note is issued primarily for the purpose of refunding the Refunded Note and financing and/or reimbursing the Cost of the Project under the authority of and in full compliance with Ordinance No. 01-02-17 enacted by the Board of County Commissioners of the Issuer on May 7, 2002, Chapter 125, Florida Statutes, Chapter 212, Florida Statutes, Chapter 218, Part VI, Florida Statutes, the Constitution of the State of Florida, and other applicable provisions of law (collectively, the "Act"), and Resolution No. 02-104 duly adopted by the Board of County Commissioners of the Issuer on May 21, 2002, as may be amended and supplemented, and as particularly amended and supplemented by a resolution duly adopted by the Board of Commissioners of the Issuer on November 2, 2021 (as the same may be further amended and supplemented from time to time, collectively, the "Resolution"), and is subject to the terms and conditions of the Resolution. Any capitalized undefined terms used herein shall have the meanings ascribed thereto in the Resolution.

This Note and the interest thereon are payable solely from and secured by a lien upon and pledge of (1) Sales Tax Revenues, and (2) until applied in accordance with the provisions of the Resolution, all moneys, including investments thereof, in certain of the funds and accounts established by the Resolution, all in the manner and to the extent described in the Resolution (collectively, the "Pledged Funds"). Reference is made to the Resolution for more complete description of the security for this Note.

This Note may be exchanged or transferred by the Registered Holder hereof but only upon the registration books maintained by the Issuer and in the manner and to the extent provided in the Resolution.

Upon a Determination of Taxability, the interest rate on this Note shall be adjusted to provide the Registered Holder with an after tax yield on the then outstanding principal amount of this Note at least equal to the after-tax yield that the Registered Holder would have otherwise received had the Determination of Taxability not occurred, taking into account the increased taxable income of the Registered Holder as a result of such Determination of Taxability plus any penalties, fines or associated costs.

"Determination of Taxability" shall mean the circumstance of the interest on this Note becoming includable for federal income tax purposes in the gross income of the Registered Holder, as a result of any action or inaction of the Issuer. A Determination of Taxability will be deemed to have occurred upon (i) the receipt by the Issuer or the Registered Holder of an original or a copy of an Internal Revenue Service Technical Advice Memorandum or Statutory Notice of Deficiency; (ii) the issuance of any public or private ruling of the Internal Revenue Service; or (iii) receipt by the Issuer or the Registered Holder of an opinion of counsel experienced in tax matters relating to municipal bonds, in each case to the effect that the interest on this Note is not excluded from gross income of the Registered Holder for federal income tax purposes, but in each case only after the Issuer shall have been afforded a reasonable opportunity to contest the same.

Upon and during the continuance of a Default Event, this Note shall bear interest at a rate per annum equal to the Default Rate until all amounts then due under this Note are paid in full. The "Default Rate" shall be the interest rate otherwise applicable to this Note, plus 6% per annum, such rate not to exceed the highest rate permitted by law. A "Default Event" means the occurrence of an Event of Default under Section 6.01 of the Authorizing Resolution, until cured.

Principal of and interest on this Note is payable in lawful money of the United States of America at such place as the Registered Holder may designate to the Registrar and Paying Agent in writing.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen and to be performed precedent to and in the issuance of this Note, exist, have happened and have been performed, in regular and due form and time as required by the laws and Constitution of the State of Florida applicable thereto, and that the issuance of this Note does not violate any constitutional or statutory limitations or provisions.

Neither the members of the Board of County Commissioners of the Issuer nor any person executing this Note shall be liable personally hereon or be subject to any personal liability or accountability by reason of the issuance hereof.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, said Highlands County, Florida, by resolution duly adopted by its Board of County Commissioners, has caused this Note to bear the signatures of its Chairman, to be attested and countersigned by the signature of its Deputy Clerk and approved as to form by the County Attorney, and a facsimile of the official seal of the Issuer to be imprinted hereon, all as of the 10th day of November, 2021.

HIGHLANDS COUNTY, FLORIDA

(SEAL)

By:____________________________________
Chairman of the Board of County Commissioners

ATTESTED:

By:____________________________________
Deputy Clerk of the Circuit Court

APPROVED AS TO FORM:

By:____________________________________
County Attorney

CERTIFICATE OF AUTHENTICATION

This Note is one of the Bonds of the issue described in the within-mentioned Resolution.

DATE OF AUTHENTICATION:

November 10, 2021

HIGHLANDS COUNTY, FLORIDA, as Registrar

By:____________________________________
Deputy Clerk of the Circuit Court

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

____

Insert Social Security or Other Identifying Number of Assignee

____

(Name and Address of Assignee)

____

the within Note and does hereby irrevocably constitute and appoint _________________ as attorneys to register the transfer of the said Note on the books kept for registration thereof with full power of substitution in the premises.

Dated:___________________

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

NOTICE: The signature to this assignment must correspond with the name of the Registered Holder as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever and the Social Security or other identifying number of such assignee must be supplied.

The following abbreviations, when used in the inscription on the face of the within Note, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	as tenants in common
TEN ENT	as tenants by the entireties
JT TEN	as joint tenants with right of survivorship and not as tenants in common

UNIF TRANS MIN ACT -- ______________________________
(Cust.)

Custodian for ______________________________

under Uniform Transfer to Minors Act of ______________________
(State)

Additional abbreviations may also be used though not in the list above.

EXHIBIT B

FORM OF LENDER'S CERTIFICATE

This is to certify that Regions Capital Advantage, Inc. (the "Lender) has not required Highlands County, Florida (the "Issuer") to deliver any offering document and has conducted its own investigation, to the extent it deems satisfactory or sufficient, into matters relating to business affairs or conditions (either financial or otherwise) of the Issuer in connection with the issuance of the $21,614,000 Highlands County, Florida Infrastructure Sales Surtax Refunding Revenue Note, Series 2021 (the "Note") as evidence of a loan from the Lender to the Issuer, and no inference should be drawn that the Lender, in the acceptance of said Note, is relying on Bryant Miller Olive P.A. ("Bond Counsel") or Sherry G. Sutphen, Esq. ("Issuer Counsel") as to any such matters other than the legal opinions rendered by Bond Counsel and Issuer Counsel. Any capitalized undefined terms used herein not otherwise defined shall have the meaning set forth in Resolution No. 02-104, adopted by the Issuer on May 21, 2002, as it may be amended and supplemented and particularly as amended and supplemented by a resolution adopted by the Issuer on November 2, 2021 (collectively, the "Resolution").

We are aware that the loan evidenced by the Lender's purchase of the Note (the "Loan") involves various risks, that the Note is not a general obligation of the Issuer or payable from ad valorem tax revenues, and that the payment of the Note is secured solely from the sources described in the Resolution (the "Note Security").

We have made such independent investigation of the Note Security as we, in the exercise of sound business judgment, consider to be appropriate under the circumstances. In making our decision to make the Loan, we have relied upon the accuracy of information which has been provided to us by or on behalf of the Issuer.

We have knowledge and experience in financial and business matters and are capable of evaluating the merits and risks of the Loan and can bear the economic risk of the Loan.

We acknowledge and understand that the Resolution is not being qualified under the Trust Indenture Act of 1939, as amended (the "1939 Act"), and is not being registered in reliance upon the exemption from registration under Section 3(a)(2) of the Securities Act of 1933, as amended (the "33 Act"), Section 517.051(1), Florida Statutes, and/or Section 517.061(7), Florida Statutes, and that neither the Issuer, Bond Counsel nor the Issuer Counsel shall have any obligation to effect any such registration or qualification.

We are not acting as a broker or other intermediary, and are purchasing the Note as evidence of a privately placed loan for our own account and not with a present view to a resale or other distribution to the public. We understand that the Note may only be transferred pursuant to the terms of the Resolution.

We are a bank, trust company, savings institution, insurance company, dealer, investment company, pension or profit-sharing trust, or qualified institutional buyer as contemplated by Section 517.061(7), Florida Statutes. We are not making the loan or purchasing the Note for the direct or indirect promotion of any scheme or enterprise with the intent of violating or evading any provision of Chapter 517, Florida Statutes.

We are an "accredited investor" within the meaning of Regulation D promulgated under the 33 Act and/or a "qualified institutional buyer" within the meaning of Rule 144A promulgated under the 33 Act.

DATED this 10th day of November, 2021.

REGIONS CAPITAL ADVANTAGE, INC.

By:______________________________
Name: Bo Buckner
Title: President

25348/007/01846595.DOCXv5

EXHIBIT C

FORM OF DISCLOSURE LETTER

Regions Capital Advantage, Inc. (the "Lender") proposes to negotiate with Highlands County, Florida (the "Issuer") for the private purchase of its Infrastructure Sales Surtax Refunding Revenue Note, Series 2021 (the "Note"), in the principal amount of $21,614,000 in order to evidence a loan being made by the Lender to the Issuer in the principal amount of $21,614,000. Prior to the award of the Note, the following information is hereby furnished to the Issuer:

1. Set forth is an itemized list of the nature and estimated amounts of expenses to be incurred for services rendered to the Lender in connection with the issuance of the Note (such fees and expenses to be paid by the Issuer):

Nabors Giblin & Nickerson P.A.
Lender's Counsel
$8,500

2. (a) No other fee, bonus or other compensation is estimated to be paid by the Lender in connection with the issuance of the Note to any person not regularly employed or retained by the Lender (including any "finder" as defined in Section 218.386(1)(a), Florida Statutes), except as specifically enumerated as expenses to be incurred by the Lender, as set forth in paragraph (1) above.

(b) No person has entered into an understanding with the Lender, or to the knowledge of the Lender, with the Issuer, for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the Issuer and the Lender or to exercise or attempt to exercise any influence to effect any transaction in the making of the loan or the purchase of the Note.

3. The amount of the underwriting spread expected to be realized by the Lender is $0.

4. The management fee to be charged by the Lender is $0.

5. Truth-in-Bonding Statement:

The Note is being issued to (i) refund the Refunded Note, (ii) finance and/or reimburse the Cost of the Project and (iii) pay the costs of issuance of the Note.

Unless earlier redeemed, the Note is expected to be repaid no later than November 1, 2033. Total interest paid over the life of the Note is estimated to be $1,743,981.88 at a fixed interest rate of 1.52%.

The Note will be secured solely by the Pledged Funds in the manner and to the extent as described in Resolution 02-104, adopted by the Issuer on May 21, 2002, as it may be amended and supplemented and particularly as amended and supplemented by a resolution adopted by the Issuer on November 2, 2021 (collectively, the "Resolution"). Any capitalized undefined terms used herein shall have the meanings ascribed thereto in the Resolution. Based on the above assumptions, issuance of the Note is estimated to result in maximum of approximately $3,157,584.80 of Pledged Funds of the Issuer not being available to finance other services of the Issuer during the life of the Note.

6. The name and address of the Lender is as follows:

Regions Capital Advantage, Inc.
1900 5th Avenue North, Suite 2400
Birmingham, Alabama 35203

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Letter on behalf of the Lender this 10th day of November, 2021.

REGIONS CAPITAL ADVANTAGE, INC.

By:____________________________________
Name: Bo Buckner
Title: President

CERTIFICATE AS TO PUBLIC MEETINGS
AND NO CONFLICT OF INTEREST

Each of the undersigned members of the Board of County Commissioners (the "Board") of Highlands County, Florida (the "Issuer"), recognizing that the purchaser of not to exceed $21,700,000 Highlands County, Florida Infrastructure Sales Surtax Refunding Revenue Note, Series 2021 (the "Note"), will have purchased said Note in reliance upon this Certificate, DOES HEREBY CERTIFY:

(1) That he or she has no personal knowledge that any two or more members of the Board, meeting together, reached any prior conclusion as to whether the actions taken by the Board, with respect to said Note, the security therefor and the application of the proceeds thereof, should or should not be taken by the Board or should or should not be recommended as an action to be taken or not to be taken by the Board, except at public meetings of the Board held after due notice to the public was given in the ordinary manner required by law and custom of the Board; and

(2) That he or she does not have or hold any employment or contractual relationship with Regions Capital Advantage, Inc. which is purchasing the Note from the Issuer that could constitute a prohibited conflict of interest under Part III, Chapter 112, Florida Statutes.

IN WITNESS WHEREOF, we have hereunto affixed our official signatures as of this 2nd day of November, 2021.

____
Scott A. Kirouac, Chair

____
Kathleen G. Rapp, Vice Chair

____
Chris Campbell

____
Kevin J. Roberts

____
Arlene Tuck

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: **November 2, 2021**

PRESENTER: **David "Matt" Raulerson, Assistant 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 October 22 ,2021.

RECOMMENDED ACTION

None. This is being provided for informational purposes.

FISCAL IMPACT

There is no fiscal impact.

Attachments: COUNTY ATTORNEY LOG 2.pdf

County Attorney Log

	Commissioner Priority	RECEIVED FROM	REQUEST	STATUS
1	Priority 8	Clinton Howerton	Review Somervale Downs Right-of-way dedications	Assigned – SS-waiting on additional information
2	Priority 8	Dawn Ritter	Review IMWID Easements and Agreements	Assigned-SS/Drafts prepared/mtgs. set
3	Priority 4	Valerie Fleeger	Review request for a street light procedure	Additional information needed
4	Priority 4	Melony Culpepper	Review e-mail regarding legal lots of record	Assigned-SS/Under review
5	Priority 7	Tanya Cannady	Review MOU with University of Florida	Assigned-SS/under review
6	Priority 4	Thomas Haralson	Review Monday.com Agreement	Assigned-MR/under review
7	Priority 7	Sarah Albritton	Review Lincoln Heights Park Lease Agreement	Assigned SS/Under review
8	Priority 4	Clinton Howerton	Sebring Parkway Maintenance Agreement	Assigned SS/Under review
9	Priority 7	David Nitz	Tract J project	SS-Need more info
10	Priority 4	Karen Lepera	Community Garden in Special District	SS/MR-Need more info
11	Priority 4	Rachel Barry	Special Permit Ordinance Amendment	SS-FINISHED
12	Priority 4	Sarah Rogers	Security Agreement-DCF Employees	MR-Under review
13	Priority 4	Leah Sauls	Impact Fees 101	SS-Finished
14	Priority 4	Tanya Cannady	Volunteer Fire Districts & Hickory Hill	SS-Under review
15	Priority 4	Gloria Rybinski	ArchiveSocial Agreement	MR-Finished
16		Casey Hartt	Review Five (5) FL Sports Foundation Grant Agreements	MR-Finished
17	Priority 4	Liz Barber	American Rescue Plan Act Funds Interlocal	SS-Under review
18		Roxanna Taylor	EMS/DOH grant resolution	SS-FINISHED

19	Priority 4	Clinton Howerton Leah Sauls	Lot Splitting	SS

STATUS NOTES

Assigned – will be followed by initials of attorney
Under Review – being worked on by attorney
Additional Information Needed – information being sought
Meeting Scheduled or Needed – meeting scheduled or coordination underway
Pending – newly provided without sufficient time to assign or perform cursory review
Blank – lacking information and detail when added to log

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 2, 2021

PRESENTER: **Randy Vosburg, County Administrator**

SUBJECT/TITLE: **Commissioner's Priorities and the Project Status Report**

STATEMENT OF ISSUE

Attached are the copies of the Commissioner's Priorities and Project Status Report as of October20, 2021.

RECOMMENDED ACTION

This information is being provided for informational purposes

FISCAL IMPACT

No Fiscal Impact.

Attachments: Status - Commissioner's Priorities (FINAL) 11.2.2021.pdf
Status - Project Updates (FINAL) 11.2.2021.pdf

#	Assigned	Priority	Status	Next Action	Date of Next Action
Priority 1	Leah Sauls	Sell Highlands Regional & use funds for endowment for non-profits	Staff are working with legal counsel to determine the best path forward for how funds will be used after the sale of the facility. Hospital has rebranded and is now HCA Florida Highlands Hospital.	Intend to find a specialized appraiser to just represent HCBOCC. Map a plan for funds after the sale of the facility.	TBD
Priority 2	Leah Sauls	Develop a plan of action for utility extensions	Utility line maps have been compiled by Kimley-Horn into GIS format which has been shared with County GIS Team. Testing completed for all locations, besides City of Sebring, and hydraulic modeling has commmenced.	Kimley-Horn working on suggested next steps/deliverables for ongoing efforts and implementation. Kimley Horn is still trying to piece together all of the paper maps from Sebring. Next deliverables will include draw down tests for City of Sebring and hydraulic modeling for Lake Placid, Spring Lake, and Sun N' Lake.	Ongoing
Priority 3	Laurie Hurner/Tanya Cannady	Build reserves to 3.5 Months and plan for a millage reduction	Continuing to monitor the current COVID-19 situation and the immediate and anticipated financial impacts. OMB engaged PFM to assist with future revenue estimations. A hiring and spending freeze has been implemented. Directors continue to be fiscally responsible during the budget process.	Continue to monitor the impacts of COVID and to be fiscally responsible with spending, while maintaining County services.	Ongoing
Priority 4	Laurie Hurner	Work to streamline County bureaucracy to protect & grow economy; encourage economic development to focus on grants to retain & expand existing businesses, also keep an eye on new opportunities	1st draft submitted to County Administrator for review and comment.	Review with County Administrator.	TBD
Priority 5	Clinton Howerton	Recycling Program	Work to improve recycling efficiency from residents. Evaluating alternative options to meet State mandated goals.	Additional public education efforts have begun, including videos, mailouts, and meetings. Next action may include discussion of modifications to program to reduce contamination.	Ongoing
Priority 6	Clinton Howerton	Septage Processing	Staff working with potential treatment providers in the area to identify improvements needed to have additional disposal options. AP seeking treatment plant upgrades to improve reliability and increase treatment volume.	Updates will be provided to Board as they become available.	Ongoing
Priority 7	TBD	Annexation/ Interlocal with Municipalities	To approve an agreement with municipalities to combine maintenance of pedestrian pathways and thoroughfares with annexations so there is a clear responsibility for future repairs and improvements. To bring roadways that are annexed by state on both sides of the street to Board to remove from Countywide Maintenance list	TBD	Ongoing
Priority 8	Clinton Howerton/ Jonathan Harrison	Countywide Drainage Issues	Engineering and Road and Bridge Department working together to identify needs and goals.	Generate a list of areas with concerns and estimated costs	Ongoing

#	Departments	Project - Pending Items List	Status	Next Action	Date of Next Action
1	Engineering	Sebring Parkway Phase IIA	Construction began 10/12/2020 - On Schedule	Construction Final Completion	09/01/22
2	Engineering	Sebring Parkway Phase IIB	Construction began 10/12/2020 - On Schedule	Construction Final Completion	09/01/22
3	Engineering - Road & Bridge	Lacey Hills Improvement Projects	No change	Included in Carter Creek Watershed Study area. Awaiting results from study.	Pending funding
4	Engineering - Road & Bridge	Evaluation of Sebring Falls drainage issues	No change	Included in Sebring Watershed Study. Awaiting results from study.	Pending funding
5	Engineering - Road & Bridge	Memorial Drive Culvert Replacement and Extension	Staff is preparing CSA for Board approval	Complete re-design and construct spring 2021	On going
6	Engineering	Heron St. Roadway Improvements - Project #18007	FDOT Comments Complete	Awaiting Notice To Proceed from FDOT for construction	10/22/2021
7	Engineering	W. Stryker Rd. Roadway Improvements - Project #18008	100% Design Phase	Address 100% Comments from FDOT	10/22/2021
8	Engineering	CR 623 Improvements - Project #18009 (Kenilworth Blvd)	Contractor reviewing contract. Waiting on response from FDOT regarding additional funding to cover project cost.	Board approval of contract.	11/16/2021
9	Economic Development	Econ. Dev. Strategic Plan Progress Update	Implementing Strategic Plan Initiatives	Still working on ESF 18 functions (lighter), pushing out information relating to the new stimulus packages and resources for businesses. Working with multiple industrial prospects doing due diligence on property acquisition and project viability. Also continuing to work with marketing firm to implement marketing/communications plan. Looking into infrastructure grant opportunities for strategic site development. Finalized review of the Broadband Feasibility Study, now researching best steps to move forward implementing. As part of the ARPA funding allocation $4.5M will be put toward broadband infrastructure.	Ongoing
10	Community Programs	Homeless Roundtable Update	Samaritan's Touch Care Center has identified a building for the resource center and overnight shelter. Funding will need to be raised to lease the building and perform the remodel.	Homeless Taskforce Meeting	Ongoing
11	Legislative Affairs & Grants	Broadband/ Highspeed Internet	Board passed resolution in support of State broadband initiatives.	To monitor Office of Broadband and State initiatives	Ongoing

12	Public Safety Director	Progress on development of Fire/EMS Department	Highlands County Fire Rescue continues to evolve 3 stations having 2-fire staff along with 2-EMS staff.. 2 new ambulances received in 2021, 4 new ambulances and 1 chassis re-mount on order. 2 new custom and 1 commercial Fire Apparatus received in 2021. 1 commercial and 1 Air/Light apparatus on order. We are awaiting ETA's on deliver of the ambulance and fire apparatus due to supply chain issues and chassis delays. Construction and planning continues on five stations. HQ and Desoto City VFD St#18 projects complete. awaiting updated specifications from vendor for water storage tank and pump at St#45, then ITB.	Continuing project management and follow up.	Ongoing
13	Sarah Albritton/ Ric Fleeger	Hurricane shelter upgrades including a Pet-Friendly shelter	Pending approval to move forward with original design of Animal Control Remodel.	Animal only shelter is pending approval of Animal Control project. $500,000 additional funds are in CFS pending approval FY 21-23. Haywood Taylor Blvd property was purchased (July 2021) for future campus complex to include human/animal shelter.	TBD
14	Casey Hartt	Planning for family-oriented tourism assets utilizing 3rd penny tourism tax	Work with TDC to utilize Sports Audit to bring suggestions for enhancements of current Sports Facilities to Board for approval	Staff is looking to meet with leadership to establish goals and objectives in a post-Covid environment.	Ongoing

HIGHLANDS COUNTY
COUNTY COMMISSION AGENDA ITEM

DATE OF ACTION REQUEST: November 2, 2021

PRESENTER:

SUBJECT/TITLE: Board payables from November 2-15, 2021

Attachments: